

PAHRUMP TOWN BOARD AGENDA

Vicky Parker Chair	Harley Kulkin Vice-Chair	Mike Darby Member	Tom Waters Member	Carolene Endersby Member
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NOTICE TO MEMBERS OF THE AUDIENCE

The Pahrump Town Board meets the second and fourth Tuesday of each month at 7:00 PM in the Nye County Building, 2100 E. Walt Williams Drive. Agendas are available at the Town Office on the Thursday prior to each Board meeting and are posted on the Town website at www.pahrumpnv.org

BOARD MEMBER	PHONE	EMAIL	TERM EXPIRES DECEMBER 31
Vicky Parker	764-8809	vparker@pahrumpnv.org	2012
Harley Kulkin	727-1525	hkulkin@pahrumpnv.org	2014
Mike Darby	764-0751	mdarby@pahrumpnv.org	2012
Dr. Tom Waters	764-0949	twaters@pahrumpnv.org	2014
Carolene Endersby	764-8791	cendersby@pahrumpnv.org	2014

NOTE: Town Board agendas will be posted online at www.pahrumpnv.org.

There may be a quorum of Pahrump Advisory Board members present at Town Board meetings.

TOWN OF PAHRUMP MISSION STATEMENT

“Our mission is to balance our history as a rural community with our need to provide appropriate and sustainable services to our citizens and those who visit our community. We will do this by demonstrating honest, responsive leadership and partnering, when appropriate, to augment our resources.”

SPECIAL NOTE: Any member of the public who is disabled and requires accommodation or assistance at this meeting is requested to notify the Pahrump Town Office in writing or call 775-727-5107, prior to the meeting. Assisted listening device is available at Town Board Meetings upon request with 24 hour advance notice.

"Audience members and speakers may not use provocative, rude, obnoxious, abusive, inflammatory, slanderous, or offensive comments. Any person who makes such remarks or otherwise disrupts the meeting with loud outbursts, shouting, threats or other disruptive behavior will be warned by the Chair that his or her behavior is unacceptable. If after receiving a warning, any person persists in disrupting the meeting, the Chair shall order that person to leave and may utilize law enforcement to enforce that order. These rules are specifically permitted under Nevada Open Meeting Law and do not violate anyone's constitutional rights."

**PAHRUMP TOWN BOARD MEETING
NYE COUNTY ADMINISTRATIVE COMPLEX
2100 E WALT WILLIAMS DRIVE
TUESDAY – 7:00 P.M.
February 28, 2012
AGENDA**

- 1. Call to Order, Moment of Silence, and Pledge of Allegiance.**
- 2. Discussion and Possible Decision** regarding Moving the Order of or Deleting an Agenda Item(s). (For Possible Action)
- 3. Discussion and Possible Decision** on Electing a Town Clerk for the 2012 Pahrump Town Board Pursuant to the Town Board Policy. (For Possible Action)
- 4. Presentation** by Mr. Octavio Morales pertaining to “St. Therese Mission” which is being constructed between the Town of Pahrump and Tecopa, CA. (Non-Action Item)
- 5. Announcements** (Non-Action Item)
- 6. Public/Board/Staff Comment:** Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3). (Non-Action Item)
- 7. Discussion and Possible Decision** Consent agenda items: (For Possible Action)
 - a. Action – Approval of Town Vouchers.
 - b. Action – Approval of Town Board Minutes for February 14, 2012.
- 8. Discussion and Possible Decision** to Accept Quarterly Advisory Board Reports. (For Possible Action)
 - a. Action – Parks & Recreation
 - b. Action – Veterans Memorial
 - c. Action – Boundary Line
 - d. Action – Youth
 - e. Action – Tourism & Convention Council
 - f. Action – Public Lands
 - g. Action – Arena
 - h. Action – Incorporation
- 9. Discussion** on Town of Pahrump Economic Development Report. (Non-Action Item)
- 10. Discussion and Possible Decision** to Approve a New Contract for Town Manager William A. Kohbarger starting July 01, 2012. (For Possible Action)
- 11. Discussion and Possible Decision** to Seek Applicants for the Position of Town Manager for the Period beginning July 01, 2012, Approval of a Job Description and Advertisement for the Town Manager position, Approval of Funds related to the Town Manager search in an amount not to exceed \$18,000 and Establish Procedures for the Town Manager Selection

Committee and Appointment of Town Board Members to the Selection Committee and Other Matter Properly Related Thereto. (For Possible Action)

12. Discussion and Possible Decision to Approve an Advertisement for the New Pahrump Convention Center/ Civic Center Advisory Board (PCC). (For Possible Action)

13. Future Meetings/Workshops: Date, Time and Location (Non-Action Item)

a. Town Board Retreat – March/April 2012

14. Public/Board/Staff Comment: Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3). (Non-Action Item)

15. Staff's Comments (Non-Action Item)

a. Town Manager Report

16. Adjournment

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

Any member of the public, who wishes to speak during public comment on any item, will be limited to three (03) minutes. Items may be taken out of order. Items may be combined. Items may be pulled or removed from the agenda at any time.

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

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

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

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding 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 County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 2/14/2012	<u>DATE OF DESIRED BOARD MEETING</u> 2/28/2012
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision on Electing a Town Clerk for the Pahrump Town Board Pursuant to the Town Board Policy Section 6 "Officers".

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:
As a result of Mr. Darby resigning as Chairman, Mrs. Parker as the Vice-Chairman moves up into the Chairman position and Mr. Kulkin as the Clerk moves up into the the Vice-Chairman position, the position of Town Clerk is vacant and therefore needs to be filled.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board

SPONSORED BY:

Pahrump Town Board
Print Name

Pahrump Town Board
Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding 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.

<u>DATE AGENDA ITEM SUBMITTED</u> 2/3/2012	<u>DATE OF DESIRED BOARD MEETING</u> 2/28/2014
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Presentation by Mr. Octavio Morales pertaining to "St. Therese Mission" which is
being constructed between the Town of Pahrump and Tecopa, CA.

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

BRIEF SUMMARY OF ITEM:
See attached email from Mr. Morales.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board

SPONSORED BY:

<u>Pahrump Town Board</u> Print Name	<u>Pahrump Town Board</u> Signature
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<u>400 N. Hwy 160</u> Mailing Address	<u>(775) 727-5107</u> Telephone Number
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From: Octavio Morales [mailto:moralesoctavio@rocketmail.com]
Sent: Friday, February 03, 2012 2:17 PM
To: bkohbarger@pahrupnv.org
Subject: project presentation

Good afternoon Mr. Kohbarger,

It was a pleasure meeting and talking to you regarding our project "St. Therese Mission". I just wanted to say thank you for the opportunity of having my company and I give a presentation on our project .I am very excited of the fact that it will be receiving an L.E.E.D. certification of Platinum by the U.S. Green Building Council. This certification is the highest achievable possible. This makes us the greenest of the greenest Multi Purpose Memorial Parks in the entire nation and possibly the world. Also I just want to make sure that Feb 28th is a good day for us to give the presentation. Please let me know if this is o.k. Thank you for your time regarding this matter.

Sincerely,

Octavio Morales
St. Therese Mission
702-372-2277

please visit us on www.stthereseemission.com

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding 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 County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 2/15/2012	<u>DATE OF DESIRED BOARD MEETING</u> 2/28/2012
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Announcements.

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

BRIEF SUMMARY OF ITEM:
See Attached.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board, Citizens & Staff

SPONSORED BY:

<u>Pahrump Town Board</u> Print Name	<u>Pahrump Town Board</u> Signature
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<u>400 N. Hwy 160</u> Mailing Address	<u>(775) 727-5107</u> Telephone Number
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Announcements

February 28, 2012

- The following advisory boards are currently scheduled to meet in the 'A' Room of the Bob Ruud Community Center:

- PTCC on March 1st at 8:00am
- Nuclear Waste and Environmental AB on March 2nd at 1:00pm
- Boundary Line AB on March 8th at 6:30pm
- Youth AB on March 14th at 5:00pm
- Parks & Recreation AB on March 21st at 6:30pm
- Veterans' Memorial AB on March 15th at 6:00pm
- Incorporation AB on March 28th at 6:00pm

- The following advisory boards are currently scheduled to meet in the 'B' Room of the Bob Ruud Community Center:

- Public Lands AB on March 7th at 6:30pm
- Arena AB on March 8th at 7:00pm

- The Wrangler Junior Rodeo Association will be holding a rodeo March 3rd and 4th at the McCullough Arena.

- Nye Communities Coalition will be having a Community Resource Forum on March 3rd from 10am-2pm in the multi-purpose room of the Nye Communities Coalition Campus located at 1020 E. Wilson Road. Many services will be offered, including income tax preparation, and all are encouraged to attend.

- The VITA/TCE program will be providing free Income Tax Service to residents of Pahrump until April 21st on Wednesdays and Saturdays in the Town Annex from 9am. For information or appointments, please contact Fern Payne at 727.4258

- The Breast Cancer Support Group will meet March 16th from 11:00am – 12:30pm at the Nathan Adelson Hospice.

- US-TOO Prostate Cancer Support Group will meet on March 22nd at 6pm in the Hospital Training Room.

- The Social Security Administration will be in the 'A' and 'B' Rooms of the Bob Ruud Community Center on March 27th from 9am-11am.

- Pahrump Valley Disposal is now accepting electronic waste. Citizens can drop off any electronics for disposal Monday – Friday 7am-4pm or Saturday 7am-12pm.

**PAHRUMP TOWN BOARD MEETING
NYE COUNTY ADMINISTRATIVE COMPLEX
2100 E WALT WILLIAMS DRIVE
TUESDAY – 7:00 P.M.
February 14, 2012
MINUTES**

PRESENT:

Town Board:

Mike Darby
Vicky Parker
Carolene Endersby
Dr. Tom Waters
Harley Kulkin

Staff:

Bill Kohbarger, Town Manager
Brett Meich, Attorney
Scott Lewis, Chief
Al Balloqui, Community Business & Development Services Manager
Samantha Carns, Executive Assistant

1. Call to Order, Moment of Silence, and Pledge of Allegiance.

Mike Darby called the meeting to order.
Tom Waters led in the moment of silence and Pledge of Allegiance.

2. Discussion and Possible Decision regarding Moving the Order of or Deleting an Agenda Item(s).

Vicky Parker requested to move the consent agenda to 3.5.
There were no objections.

2.5

Bill Kohbarger announced Mr. Jason Shaw as a new employee in the Buildings and Grounds department.
He also announced Scott Perry, an on staff firefighter, had been promoted to Lieutenant.

3. Presentation of Certificates of Appreciation to the Town of Pahrump Staff Members.

The Town Board jointly presented the certificates to all staff members in attendance.

3.5 Discussion and Possible Decision Consent agenda items:

- a. *Action – Approval of Town Vouchers.*
- b. *Action – Approval of Town Board Minutes for January 10, 2012 and January 24, 2012.*
- c. *Action – Approval to Accept Mr. Michael Zaman, Mr. Allan J. Walter and Ms. Elizabeth L. Weikel to the Pahrump Public Lands Advisory Board.*
- d. *Action – Approval to Accept the Resignation of Mr. Will Bond from the Pahrump Public Lands Advisory Board.*

**Mrs. Parker motioned to approve.
Harley Kulkin seconded.**

Mr. Kulkin thanked the volunteers of the Public Lands Advisory Board.

Mrs. Parker also welcomed the new members thanking all who participated in the BLM Cleanup the previous Saturday.

Motion carried, 5-0.

4. Announcements

Mr. Darby announced he would be running for the District 36 Assembly Seat and would therefore be resigning as Chairman of the Board at the conclusion of the meeting.

Announcements were read by Mr. Kulkin.

Mr. Kohbarger announced a Sex & Money Class presented by No to Abuse and Nye Communities Coalition on the illegal sex trafficking of minors as well as drug trafficking.

Sam Jones thanked all who participated in the visit of Dr. Ron Paul including Mr. Kohbarger, Mr. Luis, Debbie Beatty, Sears, Frazer Furniture and the CCSC.

Butch Harper announced the first two Nye County youth had been nominated and recognized in the Mirror. He also spoke of the Act of Kindness Award with Channel 46.

Phil Huff announced on the 25th there would be a presentation of the Lincoln Lawyer at 1pm at the Museum.

5. Public Comment

Public comment was heard.

6. Advisory Board Reports from Advisory Board Chairpersons and/or Town Board Liaisons on the Status of Advisory Boards.

Robert Adams, Chairman of the Public Lands Advisory Board, spoke of the BLM Cleanup the previous weekend and included photos in his presentation. He said they had a great turnout and finished early as they filled up all of the provided dumpsters. He thanked all who contributed and participated.

Mr. Kohbarger stated he attended the previous Youth Advisory Board meeting and they were working on a report to bring to the Town Board followed by the School District Board.

Donna Cox offered a report for the Boundary Line Advisory Board. It was determined this report be postponed until the next agenda for the quarterly advisory board reports.

John Pawlak spoke for the Nuclear Waste & Environmental Advisory Board about the wonderful job Public Lands Advisory Board did with the BLM cleanup. He also announced the annual Town Cleanup and Earth Day on April 21st at Ian Deutch Memorial Park asking all to come out and join.

Mr. Kulkin said he attended the last meeting of the Community Center Advisory Board and thanked members for all they had done.

7. Discussion on Town of Pahrump Economic Development Report.

Dr. Waters asked if there was enough time to put the backup for the business license report in the first meeting of the month.

Mr. Kohbarger responded it would be emailed to the Town Board within the first few days of the month as it became available.

8. Discussion and Possible Decision to Amend Pahrump Town Ordinance# 35 and Providing for Other Matters Properly Related Thereto.

Mr. Kohbarger said he wasn't sure he could say much about the ordinance which had not already been said. He stated Mr. Darby and Mr. Kulkin's suggested changes could be made per the Board's decision. He also stated a single typographical error would be changed.

He went over the changes requested by Mr. Darby and Mr. Kulkin.

After much discussion, changes which are attached in the final PTO 35 were agreed upon by the consensus of the Board.

Mr. Darby said he appreciated all of the hard work Staff had put into the ordinance.

Mr. Kulkin said he could not support something which favored one group over another, particularly referring to non-profits.

Mr. Kohbarger and Mr. Meich clarified non-profits were required to have a license under the proposed ordinance.

Mr. Kohbarger asked, should there be a motion, the motion be to adopt the amended ordinance as approved item by item by the board tonight.

**Dr. Waters motioned to accept PTO 35 with the changes as recommended by the Board.
Mrs. Parker seconded.**

Motion carried, 4-1, with Mr. Darby voting nay.

Mr. Darby called for a 5 minute break.

9. Discussion and Possible Decision to Approve Resolution #2012-01, A Resolution Adopting a Fee Structure Pursuant to Pahrump Town Ordinance No 35, as Amended.

Mr. Kohbarger said staff's proposed resolution was in the backup along with Mr. Kulkin's requested changes to the fees. He stated Mr. Balloqui would also like to make comments.

He also mentioned the '3' at the end of 501(c) would be excluded.

Mr. Meich continued with suggested corrections.

Mrs. Parker asked if the Fire Inspections needed to be added to the resolution as she felt non-profit entities should have the same fee.

The Board chose not to add this to the resolution.

Mr. Kulkin said he wished to speak of each price.

He also stated he felt businesses should be charged based on the number of employees.

Al Balloqui, Community Business and Development Services Manager, spoke with suggestions for the fee structure.

Mrs. Endersby asked if staff had been aware of Mr. Balloqui's recommendations before the meeting.

Mr. Balloqui stated he gave this information after the backup had been prepared.

Mrs. Endersby requested any additional recommendations from staff be provided in the backup in the future.

The Board went through the proposed list of prices and agreed upon fees in the backup with the addition of a \$10 fee per vending machine location.

Mrs. Parker motioned to adopt the Resolution 2012-01 with amendments as suggested by legal counsel and fees amended by the Board.

Dr. Waters seconded.

Motion carried, 3-2, with Mr. Kulkin and Mr. Darby voting nay.

10. Discussion and Possible Decision to Create a Town Board Committee to Negotiate a Contract with the Current Town Manager and All Other Matters Properly Related thereto.

Mr. Darby said it was at the discretion of the Board to create a committee however also made all aware he had submitted an agenda item to bring back the possible action of advertising for a new Town Manager.

Mr. Kulkin said he had a problem with going through the effort of this item only to look for a new manager.

Mr. Darby said the current contract was a one year contract which would expire therefore the process to give notice of termination would not apply.

Dr. Waters said he would be willing to serve on the committee.

Mr. Darby stated he felt this would be an important negotiation tool in finding a new Town Manager.

Mr. Kulkin said he felt the Board should move forward with their decision not to look for a new Town Manager.

Mr. Darby asked if Mr. Kulkin would like him to table the item until after the next meeting concerning advertising for a new Town Manager.

Mr. Kulkin expressed interest in sitting on the committee.

Mrs. Parker said she did not feel she or Mr. Darby should be on this committee as they would not be on the Board the following year.

Mr. Darby agreed.

Mrs. Endersby said she was not in favor of extending the contract and therefore did not wish to sit on the committee.

Mr. Meich suggested the committee meet before the next Town Board meeting.

Mr. Kulkin motioned himself and Dr. Waters be appointed to a committee to negotiate a new contract with the Town Manager.

Dr. Waters seconded.

Motion carried, 4-1, with Mrs. Endersby voting nay.

11. Discussion and Possible Decision on Creating a New Advisory Board to the Pahrump Town Board for the Purpose of Investigating the Possibility of Constructing a Convention Center/ Civic Center in Pahrump and All Other Matters Properly Related Thereto.

Mr. Kulkin said, with the Ruud Center's restrictions, the Town needed a civic center in the future. He said this board would look at financial consideration, ideas on the type of building, space, and location. He said it would be able to take the time to come up with a good proposal as this was not something which could happen overnight.

Mrs. Parker recommended the board be advertised with ideas of backgrounds and qualifications which would fit the mission of the board.

Mr. Kohbarger said it could be suggested to staff to do this advertisement to bring back at a future town board meeting should they choose to move forward.

Dr. Waters said he supported this.

Mr. Darby said having spoken with Mr. Kohbarger, there was a sizable property beside the Town Office. He asked what a cost estimate would be to have a design on this property as was a more economical solution than to create a new advisory board.

Mrs. Parker concurred considering the location.

Mrs. Parker motioned to create a new advisory board to the Pahrump Town Board for the purpose of investigating the possibility of constructing a convention center/ civic center in Pahrump.

Mr. Kulkin seconded.

Mr. Kohbarger clarified if there was a direction to staff to create an advertisement.

Mr. Darby confirmed this via Mrs. Parker.

Motion carried 4-1, with Mr. Darby voting nay.

12. Discussion and Possible Decision to Approve Additional Annual Leave for Town Employees and All Other Matters Properly Related Thereto.

Mr. Balloqui clarified he was not seeking additional annual leave but to receive leave he had already earned. He said all information was in the backup. He said approximately a third of staff was subject to this loss of leave. He said had this credited time been adjusted correctly two years previous when he first went over on annual leave hours he would not be requesting this today. He said his new wage statement he received Saturday credited him back the time which was previously taken away. He said he was at the Board's mercy and would respect whichever decision the Board made.

Mr. Kohbarger said financial programs for most entities stop credit hours at 240 whereas the County, who processes paychecks, does not have the capability to do this or they did not enter it correctly which created this further misunderstanding.

He said in the department head position it was hard for management positions to take vacations with such a short staff.

He said he recommended this be denied for budgeting reasons.

Mr. Kulkin said he felt there were errors on both sides and that he liked the idea of Mr. Kohbarger sitting with each of the six affected employees to find an agreement and that he felt this would be fair to reach a compromise.

Mr. Darby said he could see where the confusion was and felt there should be some type of agreement.

Mrs. Endersby commented she felt staff did an outstanding job and not abusing leave use. She said as the personnel policy says the employer would monitor accrual. She said she felt whether or not the County did that did not excuse the Town. She asked Legal Counsel if this was a personnel policy matter.

Mr. Meich said the personnel policy was clear on a legal perspective as the Town Manager stated in the backup.

Mr. Kohbarger clarified this was not a personnel issue but a personnel policy issue and he did not have the power to alter the personnel policy. He said he was required to deny as it was part of the personnel policy he could not change. He then suggested to Mr. Balloqui he could appeal to the Town Board as they did have the power to do this.

Mrs. Endersby asked if the Board decided to grant this to Mr. Balloqui would it also grant hours to all others affected.

Legal Counsel said no it would not however it would create an expectation for those individuals.

Dr. Waters stated the personnel policy supersedes pay stubs. Dr. Waters said according to the manual nothing over 240 had been earned. It was signed and agreed upon by that signature no matter how long ago it happened.

Mr. Balloqui stated if this was at the fault of just his negligence he would not have made this appeal. He asked this also be made clear in the future to make sure this did not happen to anyone else. He said he disagreed that he did earn the hours as they only accumulate through work.

Mr. Kulkin motioned for Mr. Kohbarger, Human Resources, and the affected parties meet and come back to the board with a suggestion as to what should be done.

Motion died due to lack of a second.

Dr. Waters said this would establish a precedent and although he understood what Mr. Balloqui had to say and felt for him the personnel policy stated clearly therefore the precedent should not be set.

Mrs. Endersby motioned to approve additional leave in this instance for all affected employees. Motion died due to lack of a second.

Dr. Waters motioned to deny the request.

Mrs. Parker seconded.

Motioned carried, 3-2, with Mr. Kulkin and Mrs. Endersby voting nay.

13. Discussion and Possible Decision Consent agenda items:

- e. Action – Approval of Town Vouchers.*
- f. Action – Approval of Town Board Minutes for January 10, 2012 and January 24, 2012.*
- g. Action – Approval to Accept Mr. Michael Zaman, Mr. Allan J. Walter and Ms. Elizabeth L. Weikel to the Pahrump Public Lands Advisory Board.*
- h. Action – Approval to Accept the Resignation of Mr. Will Bond from the Pahrump Public Lands Advisory Board.*
(heard as item 3.5)

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

- a. Town Board Retreat – TBD*

Mr. Kohbarger announced he had spoken with a possible applicant earlier that day about the retreat. They hoped it could take place toward the beginning of March.

15. Staff's Comments

Mr. Kohbarger commended Chief Lewis for all he had done having recently been short staffed. He said the Town should be fortunate and appreciative for such a Chief.

16. Town Board Member's Comments

Mrs. Parker said there was not enough staff time to get all business licenses scanned for electronic records and she was personally working to help scan these items. She said it would be done by may take a while

Mr. Kulkin spoke about public comment and wished Mr. Darby good luck with State Assembly.

Dr. Waters addressed a comment made in the night about the roads stating the Town could do nothing about the roads as it was a County department and they could do no more than speak with the Commissioners.

Mr. Darby stated again he would be stepping down as Chair to be just a member as he was running for State Assembly.

17. Public Comment

Public comment was heard.

18. Adjournment

Mr. Darby adjourned the meeting at 10:39pm.

PAHRUMP TOWN ORDINANCE NO. 35

AN AMENDMENT TO ORDINANCE NO. 35 OF THE UNINCORPORATED TOWN OF PAHRUMP, TO REVISE AND RESTATE THE TOWN’S LICENSING OF BUSINESSES, INCLUDING BUT NOT LIMITED TO: LICENSE REQUIRED; STATE LICENSE REQUIRED; QUALIFICATIONS OF APPLICANTS; LICENSE APPLICATION AND PROCEDURE; EXCEPTIONS; LICENSE TERM; NONPROFIT PERMITS; APPLICABLE BUSINESSES; REPEAL OF PAHRUMP TOWN ORDINANCES NO. 31 AND 52, AND OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Town Board of the unincorporated Town of Pahrump is desirous of licensing and keeping accurate statistics on businesses in the unincorporated Town of Pahrump; and

WHEREAS, the Town Board of the unincorporated Town of Pahrump is desirous of insuring that citizens and customers will not be subject to illegal or unethical business practices; and

WHEREAS, the Town Board of the unincorporated Town of Pahrump realizes that the licensing of businesses will contribute to the health, safety and welfare of the citizens and consumers of Pahrump; and

WHEREAS, to accomplish this it is appropriate to replace current rules regarding the licensing of businesses within the Town of Pahrump in their entirety.

NOW, THEREFORE, the Town Board of the unincorporated Town of Pahrump, Nye County, Nevada, does hereby ordain as follows:

**BUSINESS LICENSES
PAHRUMP TOWN ORDINANCE NO. 35**

SECTION:

- 35.000 Declaration of Town Policy
- 35.010 Purpose of Ordinance
- 35.020 Short Title
- 35.030 Scope
- 35.040 Definitions
- 35.050 License Required
- 35.060 License Officer, Powers and Duties; Investigation of Applicants
- 35.070 State License Required
- 35.080 Qualifications of Applicants
- 35.090 License Application and Procedure
- 35.100 Exemptions
- 35.110 License Restrictions
- 35.120 License Posting

- 35.130 Change of Location
- 35.140 Change of Ownership
- 35.150 One Act Constitutes Doing Business
- 35.160 Separate License for Branch Establishments
- 35.170 Separate License for Different Business Names Located in Same Building
- 35.180 License Term
- 35.190 License Renewal
- 35.200 Solicitors, Peddlers, and Temporary Merchants
- 35.210 Enforcement
- 35.220 Appeal
- 35.230 Civil Penalties
- 35.240 Applicable Businesses
- 35.250 Criminal Penalty
- 35.260 Responsibilities of Event Organizers
- 35.270 Constitutionality
- 35.280 Repeal of Conflicting Ordinances
- 35.290 Severability
- 35.300 Effective Date

35.000 DECLARATION OF TOWN POLICY: It is declared to be the policy of the Town of Pahrump to license the operation of businesses in a manner that is consistent with the Nevada Revised Statutes.

35.010 PURPOSE OF ORDINANCE: The business license provisions as set forth herein have been established to license and regulate all lawful trades, callings, industries, occupations, professions and businesses, as more fully set forth in NEV. REV. STAT. 269.170, conducted within the unincorporated limits of the Town and to protect the health, safety and general welfare of the public.

35.020 SHORT TITLE: This ordinance shall be known and may be cited as PAHRUMP, NEVADA, BUSINESS LICENSE ORDINANCE.

35.030 SCOPE: It shall be unlawful for any person, either directly or indirectly, to engage in or carry on any business, trade, profession or calling, within the limits of the Town without first applying for and obtaining a license or permit as hereinafter set forth.

35.040 DEFINITIONS: For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein, unless the context clearly indicates a different meaning:

APPLICANT: A person who has applied for a Town business license.

BUSINESS: Vocations, occupations, performance of services wherein a charge is made or compensation accepted, as set forth in Section 35.240 herein, professions and enterprises carried on or conducted for profit or benefit within the Town, specifically excluding, however, employees of another with wages and or commissions as the sole compensation.

LICENSE OR PERMIT:	Permission granted by the licensing authority to engage in the business or activity for which the license or permit is granted.
LICENSE FEE OR PERMIT FEE:	Money required by Town ordinances or resolutions to be paid to obtain, renew, or maintain a license or permit.
LICENSE OFFICER:	The Town Manager or the Town Manager's designee.
NONRESIDENT:	Places of business located outside of Town.
RESIDENT:	Places of business located within the Town.
PEDDLER/MERCHANT:	Any person or vendor who performs any of the acts defined as peddling, soliciting or as a temporary merchant.
PEDDLE OR SOLICIT:	Means selling, offering for sale or soliciting orders for goods or services upon the streets, sidewalks or alleys of the Town, or by going from dwelling to dwelling or place to place whether by foot or by other means of transportation.
PERSON:	Natural persons, partnerships, joint ventures, societies, associations, clubs, trustees, trusts or corporations; or any officers, agents, employees, factors or any kind of personal representatives of any thereof, in any capacity, acting either for himself or for any other person, under either personal appointment or pursuant to law.
PREMISES:	Lands, structures, places and any personal property which is either affixed to or is otherwise used in connection with any such business conducted on such premises.
PRINCIPAL:	<p>(A) Any person who is an officer, director, trustee, personal representative or general partner or who has an ownership interest in, or voting control of, the business equal to or greater than ten percent (10%) of the entire ownership or voting control of such business. If the ownership interest or voting control is held by a person other than an individual, then each representative or general partner of such person is principal.</p> <p>(B) Any person who is or will be directly engaged in the administration or supervision of the business; and</p> <p>(C) Any other person if, in the License Officer's opinion, exercises, or is capable of exercising, significant influence over the business.</p>
TEMPORARY MERCHANT:	Any person who engages in the temporary business of selling, offering for sale or soliciting orders for goods or services from a

permanent or fixed location. A business shall be deemed temporary if its fixed location is for a period of thirty one days or less.

TRADE: The performance of a person’s means of livelihood for pay without being an employee of a person who holds a valid license within the Town for such occupation.

TRADESMAN: A person residing in the Town, who for his livelihood, operates a business that does not require commercial office space and travels to the job site to perform the service or contract.

TOWN: The unincorporated Town of Pahrump, County of Nye, State of Nevada.

LICENSEE: A person who has been granted a license or permit.

35.050 LICENSE REQUIRED: It is unlawful for any person to commence, carry on, engage in, or continue in the Town any business without holding a valid, unexpired license issued pursuant to this Ordinance. Each day or portion thereof in which a violation is committed, continued or permitted constitutes a separate offense.

35.060 LICENSE OFFICER, POWERS AND DUTIES; INVESTIGATION OF APPLICANTS: The License Officer shall be responsible for the collection of all license fees and shall issue licenses in the name of the Town to all persons qualified under the provision of this Ordinance.

The License Officer shall:

- (A) Adopt Forms. Adopt all forms and prescribe the information to be given therein as to character and other relevant matters for all necessary papers.
- (B) Require Affidavits. Require applicants to submit all affidavits and oaths necessary to the administration of this Ordinance.
- (C) Investigate. Investigate and determine the eligibility of any applicant for a license as prescribed herein and the compliance by the applicant with all Town regulations.
- (D) Give Notice. Notify any applicant of the acceptance or rejection of his application and shall, upon his refusal of any license or permit, at the applicant’s request, state in writing the reasons thereof and deliver them to the applicant.

35.070 STATE LICENSE REQUIRED: No license to conduct any business shall be issued unless the required State license has been obtained therefore.

35.080 QUALIFICATIONS OF APPLICANTS: The general standards below prescribe the qualifications to be considered and applied by the License Officer to every applicant for a license:

- (A) License History. The license history of the applicant in this or another state. Whether a prior license has been revoked or suspended, the reasons therefore, and the demeanor of the applicant subsequent to such action.

- (B) Personal History. Such other facts relevant to the general personal history of the applicant as shall be found necessary to a fair determination of the eligibility of the applicant for a license.
- (C) No Obligation to the Town. The applicant shall not be in default under the provisions of this Ordinance or indebted or obligated in any manner to the Town except for current utilities.

35.090 LICENSE APPLICATION AND PROCEDURE: Every person required to procure a license under the provision of this Chapter shall submit an application to the License Officer as follows:

- (A) Form. A written statement upon forms provided by the License Officer, to include an affidavit to be sworn to by the applicant, before a notary public of this State or the License Officer.
- (B) Contents Required for a business organized pursuant to chapter 82 of NEV. REV. STAT.:
 - a. A copy of their articles of incorporation; and
 - b. A description of their permanent location and mailing address; and
 - c. Identification of the fictitious name of the business, if applicable; and
 - d. A fire inspection by the Pahrump Valley Fire-Rescue Service of any and all real property to be utilized by the licensee in the Town.
- (C) Contents Required for nonprofit religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. § 501(c):
 - a. A letter from the Internal Revenue Service evidencing current 501(c) status; and
 - b. A description of their permanent location and mailing address; and
 - c. Identification of the fictitious name of the business, if applicable; and
 - d. A fire inspection by the Pahrump Valley Fire-Rescue Service of any and all real property to be utilized by the licensee in the Town.
- (D) Contents Required for all other businesses:
 - 1. A current copy of their business license issued by the State of Nevada; and
 - 2. A description of their permanent location and mailing address; and
 - 3. Identification of the fictitious name of operation, if applicable; and
 - 4. A fire inspection by the Pahrump Valley Fire-Rescue Service of any and all real property to be utilized by the licensee in the Town.

35.100 EXCEPTIONS:

The following are not subject to licensing requirements under this Ordinance:

- (A) A governmental entity.
- (B) A person who operates a business from his or her home and whose net earnings from that business are not more than 66 2/3 percent of the average annual wage, as computed for the preceding calendar year pursuant to chapter 612 of NEV. REV. STAT. and rounded to the nearest hundred dollars.
- (C) A natural person whose sole business is the rental of four or fewer dwelling units to others.
- (D) A business whose primary purpose is to create or produce motion pictures. As used in this paragraph, “motion pictures” has the meaning ascribed to it in NRS 231.020.

(E) A business organized pursuant to chapter 84 of NEV. REV. STAT.

Upon demand by the Town Manager or designee, all persons and entities operating within the Town as an excepted person or entity pursuant to this section must evidence their qualifications for exempt status by competent documentation.

Persons wrongfully claiming exemption are subject to the civil and criminal penalties under this Ordinance.

35.110 LICENSE RESTRICTIONS: No license shall be issued if:

- (A) The conduct of any business or performance of any act in connection thereto would involve a violation of any Ordinance of the Town or the business has engaged in a pattern of unethical business practices.
- (B) An unsatisfactory report is received from a health department having jurisdiction in the Town in connection with the care and handling of food and the preventing of nuisances and the spread of disease, for the protection of health.
- (C) The conduct of any business or performance of any act would involve a violation of any statute of the State of Nevada or other licensing authority, including the County of Nye.

35.120 LICENSE POSTING:

- (A) It shall be the duty of the person conducting a business in the Town of Pahrump to keep their license available for public inspection during normal business hours. Failure to post the license may be grounds for revocation of the license.
- (B) In the event a license is revoked or terminated prior to its expiration date, it shall be removed from display and may be picked up by the License Officer or designee.

35.130 CHANGE OF LOCATION: The permanent location and mailing address of any licensed resident business or occupation, or of any permitted act, may be changed, including a resident home business; provided that ten (10) days written submission of a revised application, together with any required fees. Failure to comply with this Section will result in the assessment of a penalty fee.

35.140 CHANGE OF OWNERSHIP: No license may be assigned or transferred to any person other than those named therein to carry on the business. In the event that the ownership of the business changes, a new application must be submitted by the new owner. Any prepaid license fee by the prior owner will be retained by the Town. Failure to comply with this Section will result in the closing of the business and a penalty assessed.

35.150 ONE ACT CONSTITUTES DOING BUSINESS: For the purposes of this Ordinance, a person shall be deemed to be in business or engaging in a profit enterprise, and thus subject to the requirements of this Ordinance, if that person does one of the following acts within the Town:

- (A) Selling any goods or service, excluding a private sale between individuals of real and/or personal property which private sale is unique, exclusive and singular in nature, such as the sale of a private residence or a “garage sale” at a private residence and which sale

cannot be construed as a continuous sale of goods or services to the general public at large.

- (B) Soliciting business or offering goods or services for sale or hire.
- (C) Acquiring or using any vehicle or any premises for business purposes.
- (D) Advertising by sign, exhibit, publication, displaying on a motor vehicle or business card indicating that such person is engaged in a business, trade or profession.

35.160 SEPARATE LICENSE FOR BRANCH ESTABLISHMENTS: A license shall be obtained for each branch or location staffed with at least one full-time employee as if each such branch or location is a separate business, provided that warehouses, storage yards and distributing plants used in connection with and incidental to a licensed business shall not be deemed to be separate places of business or branches, but the addresses of such warehouses, storage yards and distributing plants must be included on the business license application.

35.170 SEPARATE LICENSE FOR DIFFERENT BUSINESS NAMES LOCATED IN THE SAME BUILDING: If more than one business is conducted in the same building, with different business names, the license fee shall be assessed separately for each business at such location.

35.180 LICENSE TERM: All licenses issued pursuant to the provisions of this Ordinance shall be subject to payment of the required licensing fees and shall be renewed each year on or before the last day of the anniversary month the license was issued.

35.190 LICENSE RENEWAL:

- (A) The License Officer shall mail a notice of renewal to all licensees not later than thirty (30) days prior to the expiration of such license.
- (B) License fees shall be paid on or before the anniversary month of each license issued. Failure to make such payment shall be grounds for revocation of one's license, in addition to other penalties imposed in accordance with this Ordinance.
- (C) Failure to mail a renewal notice by the Town or the failure of the licensee, for any reason, to receive the notice shall not serve as an excuse or justification for the licensee to fail to obtain a license or renewal thereof, nor shall it constitute a defense in any civil or criminal action for operation of a business without a license or refusal to pay the penalties as provided in this Ordinance.
- (D) If a business license is cancelled due to failure to make payment of required fees and a subsequent application for a license is made, the applicant shall pay the required fee plus any penalties before the requested license may be issued.

35.200 SOLICITORS, PEDDLERS, AND TEMPORARY MERCHANTS: Any solicitor, peddler, or temporary merchant engaging in or transacting business within the Town for the sale of any goods, wares, or merchandise, or for the purpose of selling the same must first obtain a business license as provided herein.

35.210 ENFORCEMENT:

- (A) Notice to Comply. When an inspection report indicates a violation of this Ordinance or of any law or ordinance, the License Officer shall issue to the affected person a notice to comply.

1. The notice issued in compliance with this Ordinance, shall be in writing, sent via certified mail, and shall apprise the person affected of his specific violations, including allegations of unethical business practices. In the absence of the person affected or his agent or employee, copy of such notice shall be affixed to some structure on the same premises. Depositing such notice in the United States mail shall constitute service thereof.

(B) Compliance Required.

1. The notice shall require compliance within seven (7) calendar days of service on the affected person.
2. If the affected person was found to be operating a business without the proper license, the notice will so state that the business is to cease operations immediately and remain closed until such time that a proper license has been obtained.

35.220 APPEAL:

(A) An applicant who has been denied a license, or whose license has been suspended or revoked, may appeal such denial, suspension or revocation to the Town Board. The Town Clerk will place the appeal on the next available Town Board agenda. The decision of the Town Board will be final.

(B) The Town reserves any and all civil remedies and authority available to it, including the authority to seek an injunction or restraining order for the prevention of any threatened violation and for the recovery of any damages suffered.

35.230 CIVIL PENALTIES: Any person violating the provisions of this Ordinance shall be liable for the penalties provided herein or adopted by resolution. Every day of violation of this Ordinance constitutes a separate offense.

35.240 APPLICABLE BUSINESSES: This ordinance shall be applicable to all professions, trades or businesses that the Town has the power to license according to NEV. REV. STAT. 269.170, as amended.

35.250 CRIMINAL PENALTY: In addition to the civil fines imposed pursuant to this Ordinance, any person violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and shall be sentenced to pay a fine of not more than one thousand (\$1,000.00) dollars, or by imprisonment for not more than six months, or by both such fine and imprisonment.

Every day of violation of this Ordinance constitutes a separate offense.

35.260 RESPONSIBILITIES OF EVENT ORGANIZERS: Persons, even if they qualify as an exempt business pursuant to Section 35.100, that organize events within the Town with multiple vendors subject to this Ordinance are required to communicate the licensing requirements and forms adopted pursuant to this Ordinance to those vendors and ensure their compliance with this Ordinance before the start of the event.

35.270 CONSTITUTIONALITY: If any section, clause, or phrase of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect.

35.280 REPEAL OF CONFLICTING ORDINANCES: All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance hereby adopted are hereby repealed. Ordinances 31 and 52 are repealed in their entirety.

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

35.300 EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage, adoption and second publication in a publication having general circulation within the Town.

Motioned by Town Board Member: Dr. Tom Waters

Seconded by Town Board Member: Mrs. Vicky Parker

Adopted on the 14th day of February 2012.

Vote: 4 to 1 AYES: Mrs. Parker, Mr. Kulkin, Dr. Waters, Mrs. Endersby
 NAYS: Mr. Darby

Attest:

Town Board Chairman, Mr. Darby

Town Board Clerk, Mr. Kulkin

**TOWN OF PAHRUMP
PARKS & RECREATION ADVISORY BOARD**

February 8, 2012

QUARTERLY REPORT

From: Dave Clasen, Chairman, Pahrump Parks and Recreation Advisory Board

1. The following is a list of current advisory board members:

Dave Clasen, Chairman
Dave Harris, Vice Chairman
Rodney Camacho, Secretary
Gary Thompson
Dan Kelly

Town Board Advisor: Mike Darby

Matt Luis, Manager, Buildings and Grounds

2. Purpose:
 - a. To act in an advisory capacity to the Pahrump Town Board and/or the Pahrump Town Manager with regard to all public park plans within the Town of Pahrump.
 - b. To make recommendations to the Pahrump Town Board and/or the Pahrump Town Manager with respect to compliance with park plans, development of parks and adoption of a 5-year plan within the Town of Pahrump.
3. Accomplishments for last quarter:
 - a. Completed Movies in the Park.
 - b. Movies in the Park Snack Bar personnel to clean and set up park.
 - c. Attended Advisory Board Workshop.
4. Projects/Discussions currently pending this quarter:
 - a. Election of new officers for the Parks and Recreation Advisory Board.
 - b. Park user fees.
 - c. Reviewing Pahrump's Master Plan for Parks & Recreation.
 - d. Lighting cost in the parks and possible ways of recovering that cost.
 - e. Planning for a Sports Complex on East Kellogg Road.
 - f. Review of the Community Assessment preliminary report.
 - g. 2012 Field Allocation.
5. Future projects:
 - a. Sports Complex on East Kellogg Road.
 - b. BMX track.
6. Conclusion.

The Advisory Board's current structure/members is in excellent standing and we feel we can move forward with current and future projects on the agenda. With strong support from Town Staff and the Pahrump Town Board, the Parks and Recreation Advisory Board also feels that we can and will bring more to the community through parks, recreation, and maintenance, while at the same time, saving the town money by recuperating some of the expenses used through utilities and parks/fields rentals.

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding 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 County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
2/15/2012	2/28/2012

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion & Possible Decision to Accept Quarterly Report from the Veterans Memorial Advisory Board

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

BRIEF SUMMARY OF ITEM:
See attached quarterly report.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Veterans Memorial Advisory Board

SPONSORED BY:

<u>Pahrump Town Board</u>	<u><i>Pahrump Town Board</i></u>
Print Name	Signature

<u>400 N. Hwy 160</u>	<u>(775) 727-5107</u>
Mailing Address	Telephone Number

PAHRUMP VETERANS MEMORIAL ADVISORY BOARD ACTIVITY REPORT FOR APRIL, MAY & JUNE 2012

FEBRUARY 14, 2012

QUARTERLY ACTIVITY REPORT

From: Chairman

To: Pahrump Town Board

Ref: (a) Section V PVMAB By-Laws

ACCOMPLISHMENTS: The Pahrump Veterans memorial Advisory Board (PVMAB) has made enormous strides toward fulfilling our goal of building a memorial for Pahrump Veterans. We are now in the catbird seat with a deep bench poised to clear the bases with a possible grand slam finish. Our courage endures to create a memorial honoring our nation's veterans. This memorial will be a solemn declaration that Pahrump is forever grateful to her veterans for their service and continued sacrifice.

The Pahrump Town Board has stepped up to the plate in helping this Board complete our mission with their decisions and contributions.

In compliance with reference (a), the following report is submitted:

- a. Recruited new members fill vacant seats on the board.
- b. Completed Projects: Burial and Placement sites SOP; Pahrump Veterans Memorial Wall of Honor and Donor Wall SOP.
- c. All Board Members have completed OML Training.
- d. Completed a "Hold Harmless Agreement" with form thereto.
- e. Approved an Activity Coordinator Position.
- f. All board members were reinstated and completed forms for continued membership for this year.
- g. Established the placement of PVMAB Funds into an account.
- h. Requested the Town Board to issue a Proclamation for Mr. Harper's family XMAS Project.
- i. Keeping updates on F4 Aircraft and Howitzers Project.
- j. Requested additional land/property w/in cemetery boundaries are added to Vet's Area.
- k. Requested signs be placed on HWY 160 for U.S Veterans.
- l. Board members donated benches for PVM section of the Pahrump Cemetery.
- m. Letters forwarded to all Veterans Service and non-profit organizations to attend meeting in reference to new rules for use of PVM at Cemetery.
- n. Purchase of sound system for events at PVM.
- o. Requested full audit of PVMAB Funds and account of future funds collected/spent.
- p. Requested purchase of flags /poles for the different branches of Forces w/in PVM ceremony area.

OBJECTIVES for next quarter:

- a. Follow up on project of placing an aircraft and artillery armory in the PVM area.
- b. Requesting placing awning cover over ceremony area.
- c. Recruiting new volunteers for the Board.
- d. Completing Columbarium project.

Respectfully Submitted:

Reginald B. Knight

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding 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 County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
2/15/2012	2/28/2012

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion & Possible Decision to Accept Quarterly Report from the Boundary Line Advisory Board

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

BRIEF SUMMARY OF ITEM:
See attached quarterly report.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Boundary Line Advisory Board

SPONSORED BY:

<u>Pahrump Town Board</u>	<u><i>Pahrump Town Board</i></u>
Print Name	Signature
<u>400 N. Hwy 160</u>	<u>(775) 727-5107</u>
Mailing Address	Telephone Number

PAHRUMP BOUNDARY LINE ADVISORY BOARD REPORT

TUESDAY, FEBRUARY 14, 2012

DONNA C. COX, VICE CHAIRMAN

Pahrump Town Board

400 N. Hwy. 160

Pahrump, NV. 89048

Dear Board Member;

This letter is to inform you, as our Town Board Members, of what has occurred since our last Town Board Meeting, concerning our Pahrump Boundary Line Advisory Board. As you all know, we are working on a Study to see if splitting Nye County would be economically feasible for all entities affected by such a move.

In doing so, we have prepared a map with a first and second choice of the newly proposed Boundaries for such a Split. One Boundary would include the Town of Beatty and one would exclude the Town of Beatty, as it has been expressed by some citizen of Beatty that the people of Beatty may prefer to become part of Esmeralda County.

At this point we will be holding our first meeting of this New Year on Thursday of this week at 7:00 p.m., at the Pahrump Town Office Meeting Room. As you know, Mr. Garlough has resigned as Chairperson of our Board and we will be voting to accept his resignation at this upcoming meeting and voting in a new Chairperson at that time. We will also be appointing each member of our Board, a new assignment to help speed the process of this Study along.

I spoke with the person at the State Taxation Dept. last week who has been kind enough to put together a lot of up-dated facts and figures for our Board to study, based on the latest population figures from the new Census. He assured me that figures are ready and that they would be going out in the mail either yesterday or today. I am expecting to have them in time for Thursdays Meeting. At that time, we will also have our facts and figures from the Assessor's Office and a copy of the newest County Budget.

Our goal is to have all of our Study completed by the end of April so that if the Split is deemed feasible by our Board, we will have the time to prepare a Ballot Question for the 2012 General Election in November, therefore giving the people of Nye County an opportunity to be able to make an informed decision when voting on this question. The deadline for doing this is July 16th.

At this time I would like to take this opportunity to thank Town Board for allowing all of us to serve our Town as member of the Pahrump Boundary Line Advisory Board.

Sincerely,

Donna C. Cox/Vice Chairperson

Before officially becoming an advisory board to the Town Board, we met several times in June for preparatory workshops discussing important topics that we would need to be knowledgeable of for our meetings and future aspirations. Even though we completed what seemed like training in the duration of a week, we are still learning every step of the way and improving in our decisions and courses of action. To sum up all that we made ourselves familiar with in the summer months of workshops, we organized an outline format of recollections of our learning experiences.

Workshop Overview: these are the topics we discussed Monday, June 27 – Thursday, June 30 and August 20, 2011.

Monday: Laurayne Murray, Past Town Board Chair discussed with us the importance of *Empowered Leadership*.

- Power vs. Force: Power is *leading* others in the right direction.
Force is *pushing* them in the desired direction.
- Thoughts  Actions  Results
- Fear blocks empowerment
- There is a cycle that inhibits our desired results.
 1. Don't Think We're Good Enough
 2. Don't Act
 3. Don't Receive Desired Results/Outcome
 4. Cycle continues.
- What I'm Going To Do vs. Who I Am Going To Be
 - It all starts with us.
 - We can't change others before ourselves.

Tuesday: Lucy Ivins, Project 5000 Kids discussed with us the importance of *Citizen to Leader*.

- Our Top Priorities as a Board
 1. Improving Education
 2. Activities
 3. Jobs
 4. Aesthetic Community
- We decided to present a presentation to the School Board of Trustees. This was our goal:
Goal: To present to the Nye County School District Board of Trustees our thoughts on how to offer a better education for our students.
- Highlights of A Planning Process
 - Benefits:** a changed system, improved experience, better education
 - Obstacles:** family matter, prior commitment, sickness or medical problems, no set plan
 - Resolutions:** plan ahead, communicate with those who need to be communicated with, look at schedule, sickness: ask for help from others, set a plan
- The Plan for Our Presentation
 - Meeting: *August 20th (and August 24th)

- We will confirm attendance, assign a spokesperson for the group, and develop the presentation.
- **Vanessa:** Researching how to set up the meeting
- **Megan:** Researching ability to get more courses for school
- **Andy:** Researching No Child Left Behind Act
- **Auggie:** Researching the views and opinions of middle school students
- **Graciee:** Researching for more resources
- **Kory:** researching nutrition improvement.
- Communication: message sent = message received.
- Mrs. Endersby also suggested for everyone to look into Terry Janison's work.

Wednesday Part 1: We met with Carl Dahlens, Nevada Rural Development Council, to discuss the *Community Assessment* for the Town of Pahrump

- What are the greatest challenges in our community?
- What are the strength/assets of community?
- What are the initial values/projects we want to see accomplished (both short term and long term)?
- Initiative vs. Project
 - Initiative: an *idea* is made
 - Project: a *thing* is built
- The community assessment offers an outside look
- We can prepare the townspeople for the community assessment through means of pre-seminars and online communication

Wednesday Part 2: We discussed with Dr. Tom Waters, Pahrump Town Board Member, the *Nevada Open Meeting Law and Ethics*

- Open Meeting Law: gray PowerPoint slides
- Ethics: blue PowerPoint slides

Thursday: We met with Sam Carns, Pahrump Town Staff to discuss *Teamwork*.

- Acronym:
 - T- Together
 - E- Everyone
 - A- Achieves
 - M- More
- Weaknesses can be turned into strengths
 - Pay special attention to other's insecurities to help them overcome them in a respectful way
 - RESPECT: say pleasantly, "Respectfully, I disagree..."

Saturday, August 20, 2011: Education Presentation Meeting with Lucy Ivins and Willi Baer

- In attendance: Andrea Sposato, Auggie Gummere, Megan Hamrick, and Reegan Van Engen.
- We each explained what we researched for the presentation

Wednesday, August 24, 2011: Conducting a Good Meeting with Willi Baer

- In attendance: Graciee Angulo, Auggie Gummere, Megan Hamrick, Andrea Sposato, Vanessa Ruiz, and Reegan Van Engen
- We conducted a workshop on how to develop an efficient meeting.
- Elements: -Order – Civility – Planning/Preparation – Agenda – Seating – Room Temperatures (Comfort)
- Mission: end result
- Vision: how we want to do it
- Three Enterprises: - Program – Membership – Finances
- Minutes are kept for archives
- We need prompt starts to our meetings
- Ad hock: a sub-committee
- Proxy: allowing another to vote for you (not allowed for YAB)
- We went over the terms and phrases that are needed to know for conducting the youth advisory board meetings

In November, as an outing, the Youth Advisory Board attended the Walk for Diabetes in support of our middle school liaison, August Gummere. It was a fascinating experience for all of us. We witnessed and Eagle Scout ceremony and were privileged to see some unique dances at the Pow Wow.

Our main focus for the past few months has been formulating a white paper on our educations and how we'd like to take advantage of it. We called our white paper "Students Perspectives on Education." Each of us researched a relative topic and came together in meetings to discuss our finding, concerns, and opinions.

Students Perspectives on Education

It is no surprise that the educational system in America is suffering. The graduation rate is so low that in an effort to improve the situation the government passed the No Child Left Behind Act. In hopes of raising test score across the nations the standard was lowered. However schools still continued to fail by the standards of the law. Once schools passed the standard then the standards were raised exorbitant amounts. The standards are set so high that it is nearly impossible for the schools to reach them again. In turn the schools are labeled as "failing to make adequate yearly progress." This however is not an accurate assessment because everyone is mixed together. If a certain subgroup of people fails to hit the set test targets, the whole school fails. No Child Left Behind looks at the masses rather than individual learning. In the interest of creating a fair and equal education, teachers have begun to teach directly from the test. It seems to be that the educational system needs to be based more on an individual level because all students vary.

Sadly, Nevada is no exception to the failing educational system. More than half of Nevada's schools are failing. The Youth Advisory Board would like to show that the youth really does care about our education and our future. From the high school and middle school levels teens show an interest in the educational system. We care about things such as class sizes and the number of teachers, school resources, and Advanced Placement and Honors classes.

One problem that the Youth Advisory Board, along with other students, has noticed is the lack of teachers. This leads to large class sizes, which in turn leads to poor education. We also notice that many teachers get rifted or fired and the reasons don't seem to be obvious. Based on a meeting with Superintendent Roberts we learned that teacher evaluation is based on disciplinary action, performance and what kind of license they hold. This system however seems ineffective to many students because many of the good teachers seem to be the ones fired or rifted and the teachers that have seniority get to keep their jobs regardless of how bad of a teacher they appear to be. In order to have more teachers though, it means having more money which we could gain by having more students in attendance on what is called Count Day. If we could possibly better advertise when count day is every year and stress how important it is that kids are there, the result could be quite advantageous.

Another important factor that contributes to education is resources. These include textbooks, computers, and counseling. Currently at the high school, the supply of computers is limited to teachers scheduling dates to use them in computer labs. Since computers have such a vast amount of usefulness, it is important that we have enough for every kid to utilize them. This is especially important for kids that don't have access to computers at their own homes. A resource we have even less of are textbooks. The increase in student population has led to the lack of availability of enough books for everyone. Those who don't get a book risk falling behind. The board suggests that we possibly conduct fundraisers or seek grants that could help bring in money to buy more resources. Even though it may not seem important, many students believe that counseling is something that should be greatly considered. High school is an especially emotional time. Both teachers and students alike say, "From relationships, to family, to friends, and everything in between, an added 'emotional' based counseling is more than just a good idea." If kids have nowhere to go, their problems may build up, affecting their academic and overall performance in school. The problem to be faced would be funding the position for a psychiatric counselor or training for already employed counselors to learn how to properly help students with their emotional distresses. Reaching these goals is a process that would require not only help from the already existing counselors but also from the community as well.

Another topic students put thought into is the school lunches. The Youth Advisory Board found that the school doesn't make any money off the lunches they sell. The money they do collect doesn't even cover the cost of food. Many kids complain about the food and say that it isn't all that appetizing. In turn, the food kids don't like goes into the trashcan and is wasted. It is understood that unless students want to pay more for their lunches the menu cannot be changed. In order to start to make a change that everyone will benefit from, we suggest creating a system where food can be conserved. For starters, kids at the elementary level could have smaller portions in order to waste less since the kids have smaller appetites. We could also possibly have the foods and culinary classes make lunch for the school once or

several days a week. This could also help many students learn how to make a nutritious and appetizing meal. Another idea could be contracting out local restaurants. Either way this is an issue that many students would like to see improved.

Back on the classroom front, some students ask about what could be done to bring more advance placement as well as honors classes to Pahrump Valley High School. The chairwoman of our board learned from Rob Mobley, a member of the school board, that in order for this to be possible, there would need to be individual evidence of student interest. Dr. Rob Roberts, superintendent, agreed with the idea of this issue being demand driven. Once there is enough demand the next step is to go to the principal and, if deemed necessary, have a teacher trained. We feel that there is a demand for such classes since many college bound students would benefit from taking such classes. Both men also agreed on the idea of taking dual credit college courses. Also a program called Odyssey was brought to the Youth Advisory Board's attention. This program provides advanced placement and honor classes through the computer. However, this knowledge should be provided through people such as counselors so that students can have the chance to take advantage of such programs.

These are just a few of many issues that the school district is facing. We hope that we have shown that even though it may not always be so evident, students do care about our education and other services provided by the Nye County School District. Providing a perspective that you may have not have been aware of is a goal we hope we have accomplished. We realize that everything is not as simple as we first thought but also that there is always room for improvement some way or another. We hope the Town Board considers our ideas. Thank you for your time. It is greatly appreciated.

Our hope is to present our ideas to the Nye County School District next. As a Youth Advisory Board, we appreciate the opportunity we are given to voice our opinions and the opinions of our peers to those who can help and are interested in our intents.

In January, we attended the Pink Game for Breast Cancer Awareness at Pahrump Valley High School as an outing. There, we were able to support our fellow athletes and sell ribbons and T-shirts in an effort to raise money. We were more than glad to help. The Youth Advisory Board is active in supporting our town. We plan to focus on activities for youth and creating an aesthetic community in the near future.

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding 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 County Complex.

DATE AGENDA ITEM SUBMITTED 2/15/2012	DATE OF DESIRED BOARD MEETING 2/28/2012
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Discussion & Possible Decision to Accept Quarterly Report from the Tourism & Convention Counsel Advisory Board

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

BRIEF SUMMARY OF ITEM:

See attached quarterly report.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: PTCC

SPONSORED BY:

Pahrump Town Board	<i>Pahrump Town Board</i>
Print Name	Signature

400 N. Hwy 160	(775) 727-5107
Mailing Address	Telephone Number

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 02-28-2012

TO: Town Board
FROM: Kelly Buffi, Chairperson, Pahrump Tourism and Convention Council
DATE: February 28, 2012
RE: Quarterly Update to Town Board

BACKGROUND

The PTCC members are pleased to present our quarterly report to the Town Board. Several new and exciting programs and projects are under development, and we believe you will be impressed and happy with what the Board and Staff have developed.

1st QUARTER GOALS (Jan-Mar)

- Begin the development of the Promotional Video.
- Begin the development of the Tourism Website.
- Launch Social Media

FAMILIARIZATION (FAM) TRIPS:

- February 10-13, 2012 –Inbound Int'l Tour Operators or Rep's from US based offices.

CONFERENCES and TRADE SHOWS:

- Prestige Travel, Las Vegas, Jan 14, 2012.
- LA Travel Show, Long Beach, Jan 13 - 15
- Quartzsite RV Show, Quartzsite, Jan 21-29
- Morris Murdoch Travel Show, Sandy, UT , Jan 27-29
- Outdoor Adventure Travel Show, Calgary, AB, Mar 24-25.
- Rural Roundup, Incline Village, April 18-20.
- December 10-13, 2011 – National Tour Association (NTA) - Domestic Tour Operators in Las Vegas for annual convention. (Mt. Falls, Sanders Winery, Pahrump Valley Winery, Pahrump Nugget.)

PTCC BOARD PROJECTS IN PROGRESS:

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 02-28-2012

- ✓ NCOT/PTCC Marketing Grants:
 - Tourism Website – in contract and procedure negotiations, will launch static page with electronic brochure displayed until site created. After negotiations will require data.
 - Promotional Video- in contract and procedure negotiations.
 - Brochure/Collateral – Will include QR code. The purpose of the brochure is to drive the traffic to VisitPahrump.com. On the new website we will have the ability to sell the destination and include a call to action for the consumer by clicking a link and booking rooms.
 - Woodall's Campground Directory Ad- Received issue with annual directory.
 - Nevada Magazine Ad – Feb ad copy for Mar/Apr issue.
 - RV Journal Ad – February ad copy for March issue.

- ✓ Certified Folder Display – New contract February 1-June 30, 2012.
- ✓ Trade Show Booth Equipment – produced two popup displays.
- ✓ Nevada Silver Trails cargo trailer has been wrapped with TOP on one side and NST on other, and made available for use at regional shows, starting with the Quartzsite Show in January.
- ✓ Virtual Kiosks – pending additional information from board.
- ✓ Calls to Tour Operators – email communication on leads and calls in State of Nevada via NCOT.
- ✓ Calls to RV Sales and Rentals – Las Vegas.
- ✓ GeoCaching in Pahrump – pending further information.
- ✓ Social Media: Facebook, Twitter, LinkedIn – Facebook launched, updated bi-weekly, please visit! Full social media package under consideration.
- ✓ Church and Club Service Signs – available to public.
- ✓ NCOT Registrations for state website, Nevada Magazine and package deals.

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

Pahrump Public Land AB, 1st quarter report, Feb. 23, 2012

TCC Partnership:

1. Provided maps of existing trails and points of interest on public land in and around Pahrump.
2. Assisted TCC in Quartzsite RV Show to attract tourism.
3. Working with **Nevada Silver Trails** to establish a Pahrump page on their website showing maps of existing trails and points of interest.

Partnership with federal land management agencies:

1. Working with BLM's PFO & LVFO to establish the Town of Pahrump as a partner in planning and management of LVFO administered public land on Pahrump's northern and eastern boundaries. Much of Wheeler Wash and Carpenter Cyn. is within the LVFO boundary.
2. Working to create partnership with USFS, BLM, and Town of Pahrump to establish comprehensive recreation for Wheeler Wash and Wheeler Pass.
3. Working with BLM PFO on community/public land interface. This includes, but is not limited to, trash cleanup and preventing dumping, access, and use designations of public land.
4. Work out final issues blocking completion of Last Chance Park. BLM has agreed to pay for mitigation, but lacks the funds to pay for it.

Community Shooting Park:

1. Committee established to investigate feasibility of Town obtaining the unorganized Bell Vista shooting site from BLM to be managed by the Town or leased to private or civic organization.

Equestrian trail system:

1. Committee established to investigate feasibility of establishing and managing a hiking and equestrian ONLY trails within the Town and in multiple use areas of federal public land.

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding 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 County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
2/15/2012	2/28/2012

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion & Possible Decision to Accept Final Report from the Incorporation
Advisory Board

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

BRIEF SUMMARY OF ITEM:
See attached final report.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Incorporation Advisory Board

SPONSORED BY:

<u>Pahrump Town Board</u>	<u><i>Pahrump Town Board</i></u>
Print Name	Signature

<u>400 N. Hwy 160</u>	<u>(775) 727-5107</u>
Mailing Address	Telephone Number

Incorporation Advisory Board
Budget Report February 2012

During the history of the Incorporation Advisory Committee Board two different budgets were submitted for consideration by the Town Board and the citizens of Pahrump.

The two budget reports approached the budget from the perspective of the percentage of the population of Nye County that would live in the incorporated City of Pahrump. This population percentage would equal the percentage of the funds that the City of Pahrump would receive from the State of Nevada. That fund figure was to be taken from Nye County's allocated funds that are received from the State of Nevada.

Both reports had some validity with the 2008 report using what appeared to be 70% and the 2010 report using 83% to calculate the funding of the City of Pahrump. Some figures in the reports did not appear to use the 70 and 83 percent figures for all situations. Some salary cost for positions in various contracted agencies used what appeared to be 100% of the salary for an individual's work that actually covered the entire county, not just Pahrump.

Actually the funding for the City of Pahrump would be set in a report that the State of Nevada Committee on Local Government Finance is required to generate. This report is referred to as a Fiscal Feasibility report. The City of Pahrump Fiscal Feasibility Report is required to be submitted to the Nye County Commissioners and the State of Nevada Legislative Commission. This was part of SB262, the Incorporation of Laughlin Nevada, Dated March 17, 2011. SB262 is now the blueprint for the path to incorporation. The group that submits the charter and request for a bill of incorporation must also submit a suggested budget with the charter as part of the legislative package. This budget will be compared to the Fiscal Feasibility Report. The Fiscal Feasibility Report must come in at or above the submitted budget for the City of Pahrump.

Some additional assumptions were also made in both reports. These assumptions were at the time of incorporation Nye County would turn over to the City of Pahrump some of buildings and equipment located within the City of Pahrump and currently owned by the County of Nye. It would be nice if this did happen, but that is not a guarantee, it would have to be negotiated between the City of Pahrump elected officials, or their representatives, and the Nye County elected officials, or their representatives. Any exchange of equipment and buildings would then have to be approved by both governments' elected officials. This negotiation was part of SB262, the Incorporation of Laughlin Nevada, dated March 17, 2011.

The other possible option that could occur is that the State of Nevada Committee on Local Government Finance would include equipment and buildings that could be turned over by the County of Nye to the City of Pahrump in their report. The equipment and building transfer was not part of SB262, the Incorporation of Laughlin Nevada, dated March 17, 2011, but again is listed as a negotiated item that should occur between the City of Pahrump and the County of Nye.

The questions most people want to know is how much money is needed to operate the City of Pahrump and Nye County compared to the Town of Pahrump and Nye County. How will incorporation affect my taxes?

The funding for the City of Pahrump is determined by the State of Nevada Committee on Local Government Finance. The City of Pahrump like all cities and the County of Nye like all counties would have to operate within the funds that are allocated by the State of Nevada. The initial budget funds for the City of Pahrump are set by the State of Nevada, not the City of Pahrump or Nye County. Then in the following years each political entity will be required to submit their budget to the State of Nevada for approval. Funds that normally go to Nye County each year will in all likely hood be reduced by an amount determined by the State, as the County of Nye will not provide the same level of services to Pahrump as they have in the past. Pahrump will have to request additional funding for various areas that the City Counsel will want to fund and operate. Those services would be controlled by of the City of Pahrump. Nye County commissioners will still have to maintain services to the remainder of Nye County.

After the State of Nevada Committee on Local Government Finance submits their report to the Legislative Committee and Nye County Commissioners both agencies have to review the suggested report for feasibility. They will in all likelihood compare the Fiscal Feasibility Report with the submitted budget to help determine feasibility of incorporation. This finding of feasibility, per SB262, does not have to be by both the State of Nevada Legislative Commission and the Nye County Commissioners. The feasibility finding, for incorporation to move forward, has to be found by only one of those two agencies, not both.

The County Commission then has to conduct an election on the question of incorporation, a charter and a consolidated primary election for candidates for City of Pahrump Council seats and Mayor. The election of City Council and Mayor is contingent upon the approval of incorporation and the Charter by qualified electors. The election for the approval of the Pahrump Charter and incorporation plus the City Council and Mayor positions could be held during the same election. If for some reason the incorporation question failed the election of City Council and Mayor plus the approval of the charter would be mute. The combination of the elections on the same ballot would save the cost of separate ballots and reduce overall election cost. By placing the incorporation issues on the currently scheduled ballot like November 2012's ballot it would save the cost of a special election. This will probably not occur until the next general election at the earliest.

SB262 section 10 authorizes "the Board of County Commissioners to accept gifts, grants and donations to pay for any expenses associated with incorporation, including, without limitations, the cost of the Committee on Local Government Finance for preparing the fiscal feasibility report for an election held on the question of incorporation and a general election of the Mayor and City Council". SB262 sections 2 and 10 of this bill provide that to the extent that grants, gifts and donations do not cover such expenses, the Board of County Commissioners shall use a designated fund to pay the costs. The cost in SB262 for the City of Laughlin was to be recovered from the Fort Mohave Valley Development

fund. The fund that would be used in the City of Pahrump election would have to be finalized by the State of Nevada and submitted in the Legislative Bill of Incorporation for the City of Pahrump. By holding the incorporation questions election on a regular scheduled ballot date a smaller associated cost would have to be recovered by gifts, grants and donations. Again the election recovery fund that would be used to complete the recovery after gifts and donations should be determined and submitted as part of the requested incorporation bill.

If the ballot questions get the approval of the qualified electors the City of Pahrump would then be incorporated on a date specified in the Legislative Bill, as was specified in SB262 for the City of Laughlin. This is usually July 1 of the following year. This delay allows the newly elected City Council and Mayor to determine and submit the budget for the next fiscal year of the incorporation of the new City of Pahrump, Nevada. This first year also allows the City Council and Mayor to hire the staff needed by the City of Pahrump to start the new City of Pahrump. The current town of Pahrump has to continue to operate. It is anticipated that most, if not all, of the current Town of Pahrump Staff would be staff of the new City of Pahrump.

The question of how much funds are needed to operate a City the size of Pahrump will depend on the funds returned to the City of Pahrump from the State of Nevada as determined by the Committee on Local Government finance and the submitted budget request. The budget has to be a balanced budget.

The 2010 incorporation budget study listed the Town of Pahrump budget as \$4,942,360 and the new City of Pahrump with a budget at \$17,885,652, with an income to expense difference of \$219,634.00 for the city.

The difference in the Town budget and the City budget is that funds that currently go the county to support the Town would after incorporation go to city. The Sheriff's Office portion of this difference is listed at over 11 million dollars for a Town to City Difference of \$8,793,000. These funds could be used to support the Cities own services if the City of Pahrump did not want to contract out services.

The licenses and Permits are listed at a difference to the City as over \$500,000.00.

The fines and forfeitures are listed at a difference to the City as over \$205,000.00.

It is believed that the \$12 million difference listed between the current town budget and the incorporated city budget in the incorporation feasibility report of 2010 is the most accurate of the past reports. The difference of approximately \$219,643.00 to balance the income and outlay expenses of the City of Pahrump can be partially made up by combining the Treasurer's Office and the City Clerk's office. This is a savings of at least \$118,431.00. The negotiated contracts with the County of Nye called Interlock Government Agreements (IGA's) could and would account for the remaining differences in the \$219,643.00. This cost would be a negotiated item between the City of Pahrump

and the County of Nye as to various public service functions the City wishes to continue with the County.

Another option would be to contract out services for the City of Pahrump to local contractors to reduce cost. This would be completed by using Requests for Proposals (RFP's) and finding out which contractor submits the best answer to the RFP for the requested work to be completed and within the allocated funds.

The City of Pahrump Mayor and City Council would have to determine which public service functions the City of Pahrump may find more financially feasible to have under contract. An example of this could be road work contracts to the various contractors in and around Pahrump and or Southern Nevada. The approach of contracting services would help employ citizens of the area and keep city staff at a lower number of Full Time Employees (FTE's). This is not to indicate that the City of Pahrump and Nye County will not need more FTE's in the future. As the population of the City of Pahrump and Nye County grows and businesses take root in Pahrump the sales tax income will grow without raising taxes. Additional services may also be needed and FTE's may have to be added to meet the needs of the citizens of Pahrump and Nye County.

Would it be more financially feasible to form a Police Department in the City of Pahrump or have an IGA with Nye County for the Sheriff's Office to provide law enforcement service? The elected City Council and Mayor would have to answer that question. A sample IGA for law enforcement is attached to show the type of IGA that may be used between the City of Pahrump and Nye County.

It should be noted that the only elected officials that may enter into an IGA between a city and county are the Mayor and City Council of a city and the County Commissioners of a county.

The elected officials of any County or City department or employed department heads that are affected by an IGA should be part of the negotiating teams for the IGA's that affects their respective departments. This is not only as a courtesy to that department head, but that particular department head is the citizen that will be required to work within that negotiated IGA. This is also the citizen that must provide the services or the management of that particular IGA. In addition this also ensures that the department heads know their respective IGA's and will also establish a working relationship between staff of the City of Pahrump and the staff of Nye County. The same philosophy holds true for any contracts that the City of Pahrump would award to licensed contractors.

All budget funds for the City of Pahrump will be paid to the City of Pahrump not Nye County by the State of Nevada. The City of Pahrump will pay expenses as determined by the budget to include IGA's and contracts as the Town of Pahrump does currently.

This budget report does not include a line item budget for the City of Pahrump. The Incorporation Advisory Board suggest that the budget listed in the 2010 incorporation report be the basis for setting a budget for submittal to the Committee on Local

Government Finance report. This budget report will be based on the budget needs of the year of submittal with the legislative bill for incorporation. The feasibility report, as mentioned before, will determine the amount of funds the City of Pahrump will receive to establish the City of Pahrump's first working budget. This will be the budget funds used by the new City Council and Mayor in establishing the City of Pahrump operations and staffing levels. This budget will be based on initial funding from the State of Nevada until additional funds may become available. An example of additional funds may be in the form of grants for road improvements, flood control, fair grounds, new city facilities or senior citizen facilities.

It would be premature for the Incorporation Advisory Board to present a line item budget or any other type of budget at this time. Neither the Incorporation Advisory Board nor anyone else has any knowledge of the needed funding level that will be submitted to the state for the year of submittal until that year's Town of Pahrump's budget is established. The level of funding that the Town of Pahrump currently uses for its operation is believed to be very stable upon incorporation. Additional funds used by Nye County for services currently provided to the Town of Pahrump are expected to be assigned to the City of Pahrump, in whole or in part, giving the City of Pahrump additional funding. Funds like chip seal for dust control and other road maintenance funds used in the Town of Pahrump.

It is recommended that a Budget Review Committee be established by the Town of Pahrump to review the current needs of the Town as it transcends to a City. This would occur by having the department heads submit their budget request and additional anticipated needs for the City of Pahrump to this committee. The department heads would need to justify their request and needs to the Budget Review Committee. This committee would not be the final word on the budget but would make recommendations to the Town Manager and then the Town of Pahrump Board prior to being submitted with the Legislative Bill. After incorporation the submittal would be to the City Manager for preparation of submitting the final proposed budget each year for the City of Pahrump. The Town Board currently and in the future the City Council and Mayor would then need to review the proposed department budgets and make recommendations to staff and this Committee as they deem necessary. This Committee could also serve in the future by helping to answer potential questions that may arise from citizens of the City of Pahrump about the budget. Budget Review Committees are utilized by public entities to serve as an additional budget control arm of the City Council and the public entities citizens. The Budget Review Committee's work is completed in open public workshops.

An additional question was reviewed. That question is how the Town of Pahrump budget compares with other cities around the State of Nevada. This is a hard question to review due to the fact that Pahrump does not supply the same level and type of services that are performed by most cities.

For example some cities have flood control districts, various special assessment fund districts, water systems funds, sewer system funds, larger park systems and various other

funds. A lot of these funds are for the most part self funded as in a sewer system or water system.

Pahrump's 2010 budget of \$4,942,360 population of 36,441 is \$135.62 per citizen.
Mesquite's budget of \$18,686,915, population of 15,276 is \$1223.28 per citizen.
Henderson's budget of \$216,600,000, population 277,502 is \$788.37 per citizen.
Carson City's budget of \$56,083,421, population of 52,457 is \$1069.13 per citizen.
Nye County's budget of \$104,963,063, population of 43,946 is \$2,388.45 per citizen.
Pahrump's 2010 proposed budget of \$17,885,652, population of 36,441 is \$490.81 per citizen.

The Town of Pahrump's current operating budget is approximately \$135.62 per citizen and is about 5.8 times lower than the \$788 per citizen in Henderson and about 9 times lower than the \$1,223 per citizen in Mesquite.

The new City of Pahrump would be at \$490 per citizen and would still be about half of the City of Mesquite and about 2.5 times lower that of the City of Henderson.

Nye County on their web site indicates "55 government fund types with estimated expenditures of the \$104,963,063". With population alone the basis of determining a budget with 36,441 people in the town of Pahrump out of Nye County's population of 43,946 people the Town of Pahrump would be entitled to \$87,037,704.87 of the \$104,963,063 Nye County Budget. We all know this would be nice but it is not practical. Nye County also has to have operational funds to take care of one of the largest counties in the United States. As can be seen by the above comparison of cities and Nye County the budget to population size is not the determining factor in budgets. The determining factor is what services the citizens of each public entity want to be provided by the public entity based on available funds that are passed back to the public entity by the State.

It is therefore the recommendation of the Incorporation Advisory Board that the 2010 Incorporation Study budget serve as the basic budget to build the City of Pahrump's budget on. It is also recommended that the City of Pahrump's budget is to be completed as part of the bill to be submitted to the legislature. After elections and approval of the City of Pahrump by the State of Nevada or Nye County or both based on the Fiscal Feasibility Report the budget review committee could become part of the cities annual budget development process.

Again feasibility of incorporation has to be found based on the states fiscal feasibility study and then with the approval of the state and or County then final approval by the qualified electors as listed in SB262.

City of Pahrump
Budget – Bottom-line

Based on the expenses in the current operating budget (Town + County) vs. proposed budget impact from incorporation:

<u>Town</u>	<u>County</u>	<u>Expense per citizen</u>
\$4,942,360	\$104,963,063	\$3,015
<u>City</u>	<u>County</u>	<u>Expense per citizen</u>
\$17,885,652	\$92,019,771	\$3,016

- It is believed that the \$219,643 difference in the Town to City budget may be made up by combining the Treasurer's Office and the City Clerk's office functions. The savings would be at least \$118,431. Also, the negotiated contracts with the County of Nye in the Interlocal Government Agreements (IGA's) may account for the remaining difference of \$101,212 based on the size of services negotiated.
- The level of funding that the Town of Pahrump currently uses for its operation is stable.
- Additional funds required would be provided by funds currently used by Nye County for services in Pahrump and would be assigned, in whole or in part, to the City of Pahrump.

THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. The Charter of the City of Pahrump is as follows. Each section of the Charter shall be deemed to be a section of this act for the purpose of any subsequent amendment.

ARTICLE I

**INCORPORATION OF CITY; GENERAL POWERS;
BOUNDARIES; ANNEXATIONS; CITY OFFICES**

Section 1.010 Preamble: Legislative intent; powers.

1. In order to provide for the orderly government of the City of Pahrump and the general welfare of its residents, the Legislature hereby establishes this Charter for the government of the City of Pahrump. It is expressly declared as the intent of the Legislature that all provisions of this Charter be liberally construed to carry out the express purposes of the Charter and that the specific mention of particular powers shall not be construed as limiting in any way the general powers necessary to carry out the purposes of the Charter.

2. Any powers expressly granted by this Charter are in addition to any powers granted to a city by the general law of this State. All provisions of the Nevada Revised Statutes which are applicable generally to cities, unless otherwise expressly mentioned in this Charter or chapter 265, 266 or 267 of NRS, and which are not in conflict with the provisions of this Charter apply to the City of Pahrump.

Sec. 1.020 Incorporation of City.

1. All persons who are inhabitants of that portion of the State of Nevada embraced within the limits set forth in section 1.030 shall constitute a political and corporate body by the name of "City of Pahrump," and by that name they and their successors shall be known in law, have perpetual succession and may sue and be sued in all courts.

2. Whenever used throughout this Charter, "City" means the City of Pahrump.

Sec. 1.030 Description of territory. The territory embraced in the City is hereby defined and established as follows:

Sec. 1.040 Form of government.

1. The municipal government provided by this Charter shall be known as the "council-manager government." Pursuant to its provisions and subject only to the limitations imposed by the Constitution of this State and by this Charter, all powers of the City shall be vested in an elective council, hereinafter referred to as "the Council," which shall:

- (a) Enact local legislation;
- (b) Adopt budgets;
- (c) Determine policies; and
- (d) Appoint the City Manager, who shall execute the laws and administer the government of the City.

2. All powers of the City shall be exercised in the manner prescribed by this Charter, or if the manner is not prescribed, then in such manner as may be prescribed by ordinance.

Sec. 1.050 Construction of Charter. This Charter, except where the context by clear implication otherwise requires, must be construed as follows:

1. The titles or leadlines which are applied to the articles and sections of this Charter are inserted only as a matter of convenience and ease in reference and in no way define, limit or describe the scope or intent of any provision of this Charter.
2. The singular number includes the plural number, and the plural includes the singular.
3. The present tense includes the future tense.

ARTICLE II

CITY COUNCIL

Sec. 2.010 Number; selection and term; recall. The Council shall have four Council members and a Mayor elected from the City at large in the manner provided in Article X, for terms of 4 years and until their successors have been elected and have taken office as provided in section 2.100, subject to recall as provided in Article XI.

Sec. 2.020 Qualifications.

1. No person shall be eligible for the office of Council member or Mayor unless he or she is a qualified elector of the City and has been a resident of the City for at least 1 year immediately before the election in which he or she is a candidate. He or she shall hold no other elective public office, but may hold a commission as a notary public or be a member of the Armed Forces reserve. No employee of the City or officer thereof, excluding Council members, receiving compensation under the provisions of this Charter or any City ordinance, shall be a candidate for or eligible for the office of Council member or Mayor without first resigning from city employment or city office.

2. If a Council member or the Mayor ceases to possess any of the qualifications enumerated in subsection 1 or is convicted of a felony, or ceases to be resident of the City, his or her office shall immediately become vacant.

Sec. 2.030 Salaries.

1. For the first 2 years after election of the first members of the Council after adoption of this Charter, each member of the Council shall receive as compensation for his or her services as such a monthly salary of \$125.00, and the member elected to fill the Office of Mayor shall receive the additional amount of \$25.00 for each month said member shall fill the Office of Mayor.

2. After the period specified in subsection 1, the Council may determine the annual salaries of the Mayor and Council members by ordinance. The Council shall not adopt an ordinance which increases or decreases the salary of the Mayor or the Council members during the term for which they have been elected or appointed.

3. Absence of a member of the Council from all regular and special meetings of the Council during any calendar month shall render him or

her ineligible to receive the monthly salary for such a calendar month unless by permission of the Council expressed in its official minutes.

4. The Mayor and Council members shall be reimbursed for their personal expenses when conducting or traveling on city business as authorized by the Council. Reimbursement for use of their personal automobiles will be at the rate per mile established by the rules of the Internal Revenue Service of the United States.

5. The Mayor and Council members shall receive no additional compensation or benefit other than that mandated by state or federal law.

Sec. 2.040 Mayor; Mayor Pro Tem; duties.

1. The Mayor shall:

(a) Serve as a member of the Council and preside over its meetings;

(b) Be recognized as the head of the city government for all ceremonial purposes and for the purposes of dealing with emergencies if martial law has been imposed on the City by the State or Federal Government.

2. The Council shall elect one of its members to be Mayor Pro Tem, who shall:

(a) Hold such office and title, without additional compensation, for the period of 1 year;

(b) Perform the duties of the Mayor during the absence or disability of the Mayor; and

(c) Assume the position of Mayor, if that office becomes vacant, until the next regular election.

Sec. 2.050 Powers. Except as otherwise provided in this Charter, all powers of the City and the determination of all matters of policy shall be vested in the Council. The Council shall have, without limitation, the power to:

1. Establish other administrative departments and distribute the work of divisions.

2. Adopt the budget of the City.

3. Adopt civil service rules and regulations.

4. Inquire into the conduct of any office, department or agency of the City and make investigations as to municipal affairs.

5. Appoint the members of all boards, commissions and committees for specific or indefinite terms as provided elsewhere in this Charter or in various resolutions or ordinances, with all such persons serving at the pleasure of the Council, provided, however, that all persons so appointed must be and remain bona fide residents of the City during the tenure of each appointment.

6. Levy such taxes as are authorized by applicable laws.

Sec. 2.060 Powers: Zoning and Planning. The Council may:

1. Divide the City into districts and regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land within the districts.

2. Establish and adopt ordinances and regulations relating to the subdivision of land.

Sec. 2.070 Council not to interfere in removals.

1. Neither the Council nor any of its members shall direct or

request the removal of any person from office by the City Manager or by any of his or her subordinates.

Except for the purpose of inquiry and as otherwise provided in this Charter, the Council and its members shall deal with the administrative service through the City Manager and neither the Council nor any member thereof shall give orders to any subordinates of the City Manager, either publicly or privately.

2. Any Council member violating the provisions of this section, or voting for a resolution or ordinance in violation of this section, is guilty of a misdemeanor and upon conviction thereof shall cease to be a Council member.

Sec. 2.080 Vacancies in Council. Except as otherwise provided in NRS 268.325, a vacancy on the Council must be filled by appointment by a majority of the remaining members of the Council within 30 days or after three regular or special meetings, whichever is the shorter period of time. In the event of a tie vote among the remaining members of the Council, selection must be made by lot. No such appointment extends beyond the next municipal election.

Sec. 2.090 Creation of new departments or offices; change of duties. The Council by ordinance may:

1. Create, change and abolish offices, departments or agencies, other than offices, departments and agencies established by this Charter.

2. Assign additional functions or duties to offices, departments or agencies established by this Charter, but may not discontinue any function or duty assigned by this Charter to a particular office, department or agency.

Sec. 2.100 Induction of Council into office; meetings of Council. The Council shall meet within 10 days after each city primary election and each city general election specified in Article X, to canvass the returns and to declare the results. All newly elected or reelected Mayor or Council members shall be inducted into office at the next regular Council meeting following certification of the applicable city general election results. Immediately following such induction, the Mayor Pro Tem shall be designated as provided in section 2.040. Thereafter, the Council shall meet regularly at such times as it shall set by resolution from time to time, but not less frequently than once each month.

Sec. 2.110 Council to be judge of qualifications of its members. The Council shall be the judge of the election and qualifications of its members and for such purpose shall have the power to subpoena witnesses and require the production of records, but the decision of the Council in any such case shall be subject to review by the courts.

1 Sec. 2.120 Rules of procedure.

2 1. The Council shall establish rules by ordinance for the
3 conduct of its proceedings and to preserve order at its meetings. It
4 shall, through the City Clerk, maintain a journal record of its
5 proceedings which shall be open to public inspection. Any member of
6 the Council may place items on the Council agenda to be considered
7 by the Council.

8 2. The Council may organize special committees of its members
9 for the principal functions of the government of the City. It shall be the
10 duty of each such committee to be informed of the business of the
11 city government included within the assigned functions of the
12 committee, and, as ordered by the Council, to report to the Council
13 information or recommendations which shall enable the Council
14 properly to legislate.

15 Sec. 2.130 Investigations by Council.

16 1. The Council shall have sole power to inquire into the conduct
17 of any office, department, agency or officer of the City and to make
18 investigations as to municipal affairs. The Council shall have the
19 power and authority on any investigation or proceeding pending
20 before it to impel the attendance of witnesses, to examine them under
21 oath and to compel the production of evidence before it. Each member
22 of the Council shall have the power to administer oaths and affirmations
23 in any investigation or proceeding pending before the Council.

24 2. Subpoenas may be issued in the name of the City pursuant to
25 subsection 1 and may be attested by the City Clerk. Disobedience
26 of such subpoenas or the refusal to testify upon other than
27 constitutional grounds shall constitute a misdemeanor, and shall be
28 punishable in the same manner as violations of this Charter are
29 punishable.

30 Sec. 2.140 Council's power to make and pass ordinances,
31 resolutions.

32 1. The Council shall have the power to make and pass all
33 ordinances, resolutions and orders, not repugnant to the
34 Constitution of the United States or of the State of Nevada or to the
35 provisions of this Charter, necessary for the municipal government
36 and the management of the city affairs, for the execution of all
37 powers vested in the City, and for making effective the provisions of this
38 Charter.

39 2. The Council shall have the power to enforce obedience to its
40 ordinances by such fines, imprisonments or other penalties as the
41 Council may deem proper, but the punishment for any offense shall not
42 be greater than the penalties specified for misdemeanors under
43 applicable provisions of Nevada Revised Statutes in effect at the time
44 such offense occurred.

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1 3. The Council may enact and enforce such local police ordinances
2 as are not in conflict with the general laws of the State of Nevada.

3 4. Any offense made a misdemeanor by the laws of the State of
4 Nevada shall also be deemed to be a misdemeanor in the City of
5 Pahrump whenever such offense is committed within the city limits.

6 Sec. 2.150 Voting on ordinances and resolutions.

7 1. No ordinance or resolution shall be passed without
8 receiving the affirmative votes of at least three members of the
9 Council.

10 2. The ayes and nays shall be taken upon the passage of all
11 ordinances and resolutions and entered upon the journal of the
12 proceedings of the Council. Upon the request of any member of the
13 Council, the ayes and nays shall be taken and recorded upon any vote.
14 All members of the Council present at any meeting shall vote, except
15 upon matters in which they have financial interest and have declared a
16 conflict of interest or when they are reviewing an appeal from a
17 decision of a city commission, before which they have appeared as an
18 advocate for or an adversary against the decision being appealed.

19 Sec. 2.160 Enactment of ordinances; subject matter, titles.

20 1. No ordinance shall be passed except by bill, and when any
21 ordinance is amended, the section or sections thereof must be
22 reenacted as amended, and no ordinance shall be revised or
23 amended by reference only to its title.

24 2. Every ordinance, except those revising the city ordinances, shall
25 embrace but one subject and matters necessarily connected therewith
26 and pertaining thereto, and the subject shall be clearly indicated in the
27 title, and in all cases where the subject of the ordinance is not so
28 expressed in the title, the ordinance shall be void as to the matter not
29 expressed in the title.

30 Sec. 2.170 Introduction of ordinances; notice; final action;
31 publication.

32 1. The style of ordinances must be as follows: "The Council of the
33 City of Pahrump does ordain." All proposed ordinances, when first
34 proposed, must be read by title to the Council, after which an
35 adequate number of copies of the ordinance must be deposited with
36 the City Clerk for public examination and distribution upon request.
37 Notice of the deposit of the copies, together with an adequate
38 summary of the ordinance, must be published once in a newspaper
39 published in the City, if any, otherwise in some newspaper published in
40 the County which has a general circulation in the City, at least 10 days
41 before the adoption of the ordinance. At any meeting at which final
42 action on the ordinance is considered, at least one copy of the
43 ordinance must

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1 be available for public examination. The Council shall adopt or reject
2 the ordinance, or the ordinance as amended, within 30 days after the
3 date of publication, except that in cases of emergency, by unanimous
4 consent of the whole Council, final action may be
5 taken immediately or at a special meeting called for that purpose.

6 2. After final adoption, the ordinance must be signed by the
7 Mayor, and, together with the votes cast on it, must be:

8 (a) Published by title, together with an adequate summary
9 including any amendments, once in a newspaper published in the City,
10 if any, otherwise in a newspaper published in the County and
11 having a general circulation in the City; and

12 (b) Posted in full in the city hall.

13 3. Except as otherwise provided in subsections 4 and 5, all
14 ordinances become effective 20 days after publication.

15 4. Emergency ordinances having for their purpose the immediate
16 preservation of the public peace, health or safety, containing a
17 declaration of and the facts constituting its urgency and passed by a
18 four-fifths vote of the Council, and ordinances calling or otherwise
19 relating to a municipal election, become effective on the date specified
20 therein.

21 5. All ordinances having for their purpose the lease or sale of real
22 estate owned by the City, except city-owned subdivision or cemetery
23 lots, may be effective not fewer than 5 days after the publication.

24 Sec. 2.180 Adoption of specialized, uniform codes. An ordinance
25 adopting any specialized or uniform building, plumbing or electrical
26 code or codes, printed in book or pamphlet form or any other
27 specialized or uniform code or codes of any nature whatsoever so
28 printed, may adopt such code, or any portion thereof, with such
29 changes as may be necessary to make the same applicable to
30 conditions in the City, and with such other changes as may be
31 desirable, by reference thereto, without the necessity of reading the
32 same at length. Such code, upon adoption, need not be published if an
33 adequate number of copies of such code, either typewritten or
34 printed, with such changes, if any, have been filed for use and
35 examination by the public in the Office of the City Clerk at least 1
36 week before the passage of the ordinance adopting the code, or any
37 amendment thereto. Notice of such filing shall be given in accordance
38 with the provisions of subsection 2 of section 2.170.

39 Sec. 2.190 Codification of ordinances; publication of Code.

40 1. The Council shall have the power to codify and publish a
41 code of its municipal ordinances in the form of a Municipal Code, which
42 Code may, at the election of the Council, have incorporated
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1 therein a copy of this Charter and such additional data as the Council
2 may prescribe.

3 2. The ordinances in the Code shall be arranged in appropriate
4 chapters, articles and sections, excluding the titles, enacting clauses,
5 attestations and other formal parts.

6 3. The codification shall be adopted by an ordinance which shall
7 not contain any substantive changes, modifications or alterations of
8 existing ordinances, and the only title necessary for the ordinance shall
9 be "An ordinance for codifying and compiling
10 the general ordinances of the City of Pahrump."

11 4. The codification may, by ordinance regularly passed, adopted
12 and published, be amended or extended.

13 Sec. 2.200 Independent annual audit. Before the end of each fiscal
14 year, the Council shall designate qualified accountants who, as of the
15 end of the fiscal year, shall make a complete and independent audit of
16 accounts and other evidences of financial transactions of the city
17 government and shall submit their report to the Council and to the
18 City Manager. Such accountants shall have no personal interest, direct
19 or indirect, in the fiscal affairs of the city government or of any of its
20 officers. They shall not maintain any accounts or records of the city
21 business, but, within specifications approved by the Council, shall
22 postaudit the books and documents kept by the Department of
23 Finance and any separate or subordinate accounts kept by any other
24 office, department or agency of the city government.

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ARTICLE III

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28

CITY MANAGER

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30 Sec. 3.010 Appointment and qualifications.

31 1. The Council shall appoint a City Manager by a majority
32 vote who by virtue of his or her position as City Manager shall be an
33 officer of the City and who shall have the powers and shall perform
34 the duties in this Charter provided. No member of the Council shall
35 receive such appointment during the term for which he or she shall
36 have been elected, nor within 1 year after the expiration of his or her
37 term.

38 2. The City Manager shall be chosen on the basis of his or her
39 executive and administrative qualifications. The City Manager shall be
40 paid a salary commensurate with his or her responsibilities as Chief
41 Administrative Officer of the City as set by resolution of the Council.

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1 3. The Council shall appoint the City Manager for an indefinite
2 term and may remove him or her in accordance with the procedures set
3 forth in the negotiated contract of employment.

4 Sec. 3.020 Removal.

5 1. Before removal of the City Manager may become effective,
6 the Council must adopt, by the affirmative votes of at least four
7 members, a resolution that must state the reasons for the proposed
8 removal of the City Manager and may provide for the suspension of
9 the City Manager from duty, but shall in any case cause to be paid him
10 or her forthwith any unpaid balance of his or her salary and his or her
11 salary for the next calendar month following the date of adoption of
12 the resolution. A copy of the resolution must be delivered promptly to
13 the City Manager.

14 2. The City Manager may reply in writing, and any member of the
15 Council may request a public hearing, which, if requested, shall be held
16 not earlier than 20 days or later than 30 days after the filing of such
17 request. After such public hearing, if one be requested, and after full
18 consideration, the Council may remove the City Manager by motion
19 adopted by the affirmative votes of at least four members of the
20 Council.

21 Sec. 3.030 Powers and duties. The City Manager shall be the Chief
22 Administrative Officer and the Head of the Administrative Branch of
23 the city government. The City Manager shall be responsible to and
24 under the direction of the Council for the proper administration of all
25 affairs of the City. Without limiting the foregoing general grant of
26 powers, responsibilities, and duties, the City Manager shall have the
27 power and be required
28 to:

29 1. Subject to the civil service rules and regulations adopted by the
30 Council, and with the approval of the Council, appoint all employees
31 of the City except those officers the power of appointment of whom is
32 vested in the Council and as otherwise provided in this Charter;

33 2. Subject to the civil service rules and regulations adopted by the
34 Council and ordinances adopted pursuant thereto, pass upon and
35 approve all proposed appointments and removals of subordinate
36 employees, by all officers and heads of offices,
37 agencies and departments;

38 3. Prepare the budget annually and submit it to the Council
39 and be responsible for its administration after adoption;

40 4. Prepare and submit to the Council at the end of the fiscal year a
41 complete report of the finances and administrative activities
42 of the City for the preceding fiscal year;

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1. The Council may provide by ordinance not inconsistent with this Charter for the organization, conduct and operation of the several offices, departments and other agencies of the City as established by this Charter, for the creation of additional departments, divisions, offices and agencies and for their alteration or abolition, for their assignment and reassignment to departments, and for the number, titles, qualifications, powers, duties and compensation of all officers and employees.

2. The Council by ordinance may assign additional functions or duties to offices, departments or other agencies established by this Charter, but, except as otherwise provided in subsection 3, shall not discontinue any function or duty assigned by this Charter to a particular office, department or agency.

3. Notwithstanding the foregoing, the Council may transfer or consolidate functions of the city government to or with appropriate functions of the state or county government and, in case of any such transfer or consolidation, the provisions of this Charter providing for the functions of the city government so transferred or consolidated, shall be deemed suspended during the continuance of such transfer or consolidation, to the extent that such suspension is made necessary or convenient and is set forth in the ordinance establishing such transfer or consolidation. Any such transfer or consolidation may be repealed by ordinance.

4. Subject to the civil service rules and regulations adopted by the Council, all officers and department heads of the City, shall be appointed by the City Council and shall thereafter serve at the pleasure of the City Council.

5. Officers of the City appointed by the Council shall be required to reside within the city limits within 3 months of appointment. Employees of the City shall be required to live within a 50-mile radius of the City within 6 months of employment.

Sec. 4.020 Officers appointed by the Council.

1. In addition to the City Manager, the Council shall appoint the City Attorney and the Municipal Judge, if required pursuant to section 5.020 of Article V, who shall serve at the pleasure of the Council and may be removed by motion of the Council adopted by the affirmative votes of at least four members of the Council.

2. Subject to the provisions of this Charter and rules and regulations adopted by the Council, the Council shall appoint the City Clerk who shall serve at the pleasure of the Council and may

1 be removed by motion of the Council adopted by the affirmative votes
2 of three members of the Council.

3 3. The appointments of city officers pursuant to subsections 1 and
4 2 shall be for indefinite terms, and each such officer shall receive such
5 compensation and other benefits as may be
6 determined by resolution of the Council from time to time.

7 4. Any city officer may be temporarily suspended with full pay at
8 any time by a majority vote of the Council, but no city officer may be
9 removed from office unless he or she has first been given an
10 opportunity for a hearing before the Council, at his or her request, with
11 not less than 7 days' prior notice of the time and place of the hearing.
12 Such hearing may be either public or private, as requested by the
13 officer, and at the hearing, the officer may be assisted by his or her
14 own legal counsel. Any action of the Council following such hearing shall
15 be considered final and conclusive. If a city officer is so removed, the
16 Council will appoint a person as a temporary replacement to perform
17 the duties of the removed officer, and will appoint a qualified person
18 as a permanent replacement officer as soon as practicable.

19 5. No person shall be appointed as a city officer who is a spouse,
20 grandparent, parent, uncle, aunt, brother, sister, nephew, niece, child
21 or grandchild, by birth, marriage or adoption, of a city
22 officer or Council member at the time of appointment.

23 Sec. 4.030 City Clerk powers and duties. The City Clerk
24 shall have the power and be required to:

25 1. Receive all documents addressed to the Council and present
26 such documents to the Council.

27 2. Attend all meetings of the Council and be responsible for:

28 (a) Recording and maintaining an accurate journal of Council
29 proceedings;

30 (b) Recording the ayes and nays in the final action upon the
31 questions of granting franchises, making of contracts, approving of
32 bills, disposing of or leasing city property, the passage or
33 reconsideration of any ordinance, or upon any other act that involves
34 the payment of money or the incurring of debt by the
35 City; and

36 (c) Other duties as required upon the call of any member of the
37 Council.

38 3. Maintain the journal of Council proceedings in books which
39 shall bear appropriate titles and which shall be available for public
40 inspection.

41 4. Maintain separate books in which shall be recorded
42 respectively all ordinances and resolutions, with the certificate of the
43 City Clerk annexed to each thereof stating the same to be the

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1 original or a correct copy, and as to an ordinance requiring
2 publication, stating that the same has been published or posted in
3 accordance with this Charter, and maintain all such books properly
4 indexed and available for public inspection when not in actual use.

5 5. Have charge of the repository for contracts, surety bonds,
6 agreements, and other related documents of City business.

7 6. Maintain custody of the City seal.

8 7. Administer oaths or affirmations, take affidavits and
9 depositions pertaining to the affairs and business of the City, and issue
10 certified copies of official City records.

11 8. Conduct all City elections.

12 Sec. 4.040 City Attorney; qualifications, power and duties.

13 1. The City Attorney shall be an attorney at law duly licensed
14 under the laws of the State of Nevada. He or she shall devote such time
15 to the duties of his or her office as may be specified in the ordinance
16 or resolution fixing the compensation of such office. If practicable, the
17 Council shall appoint an attorney who has had special training or
18 experience in municipal corporation law.

19 2. The City Attorney shall have the power and be required to: (a)

20 Represent and advise the Council and all city officers in all
21 matters of law pertaining to their offices;

22 (b) Attend all meetings of the Council and give his or her advice or
23 opinion in writing whenever requested to do so by the
24 Council or by any of the officers and boards of the City;

25 (c) Prepare or approve all proposed ordinances and
26 resolutions for the City, and amendments thereto;

27 (d) Prosecute on behalf of the people such criminal cases for
28 violation of this Charter or city ordinances, and of misdemeanor
29 offenses and infractions arising upon violations of the laws of the State
30 as, in his or her opinion, that of the Council or of the City
31 Manager, warrant his or her attention;

32 (e) Represent and appear for the City, any city council member,
33 officer or employee, or former city council member, officer or
34 employee, in any or all actions and proceedings in which the City or
35 any such officer or employee, in or by reason of his or her official
36 capacity, is concerned or is a party;

37 (f) Approve the form of all bonds given to, and all contracts made
38 by, the City, endorsing his or her approval thereon in
39 writing; and

40 (g) On vacating the office, surrender to his or her successor all
41 books, papers, files and documents pertaining to the City's affairs.

42 3. The Council shall have control of all legal business and
43 proceedings and may employ other attorneys to take charge of any
44 litigation or matter or to assist the City Attorney therein.

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1 Sec. 4.050 Director of Finance; qualifications, powers and duties.

2 1. The person appointed by the City Council for the position of
3 Director of Finance shall be qualified to administer and direct an
4 integrated Department of Finance.

5 2. The Director of Finance shall have the power and be
6 required to:

7 (a) Have charge of the administration of the financial affairs of the
8 City under the direction of the City Manager.

9 (b) Supervise and be responsible for the disbursement of all money
10 and have control over all expenditures to ensure that budget
11 appropriations are not exceeded.

12 (c) Supervise a system of financial internal control including the
13 auditing of all purchase orders before issuance, the auditing and
14 approving before payment of all invoices, bills, payrolls, claims,
15 demands or other charges against the City, and, with the advice of the
16 City Attorney, when necessary, determining the regularity, legality and
17 correctness of such charges.

18 (d) With the advice of the City Attorney, settle claims, demands or
19 other charges, including the issuing of warrants therefor.

20 (e) Maintain general and cost accounting systems for the city
21 government and each of its offices, departments and other agencies.

22 (f) Keep separate accounts for the items of appropriation
23 contained in the city budget. Each account shall show the amount of
24 appropriations, the amounts paid therefrom, the unpaid obligations
25 against it and the unencumbered balance.

26 (g) Require reports of the receipts and disbursements from each
27 receiving and expending agency of the city government to be
28 made daily or at such intervals as he or she may deem expedient.

29 (h) Submit to the Council through the City Manager a monthly
30 statement of all receipts and disbursements and other financial data in
31 sufficient detail to show the exact financial condition of the City, and,
32 as of the end of each fiscal year, submit a complete financial statement
33 and report.

34 (i) Administer the license and business tax program of the City.

35 (j) Direct treasury administration for the City, including,
36 without limitation:

37 (1) Receiving and collecting revenues and receipts from
38 whatever source;

39 (2) Maintaining custody of all public funds belonging to or under
40 the control of the City or any office, department or other
41 agency of the city government; and
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1 (3) Depositing all funds coming into his or her hands in such
2 depository as may be designated by resolution of the Council, or, if no
3 such resolution is adopted, by the City Manager, in compliance with
4 all of the provisions of the Constitution and laws of this State
5 governing the handling, depositing, and securing of public funds.

6 (k) Direct centralized purchasing and a property control system
7 for the city government under rules and regulations to be prescribed
8 by ordinance.

9 Sec. 4.060 Performance review. On or before the annual
10 anniversary date of the appointment of persons serving in the
11 positions of City Manager, City Attorney and City Clerk, the Council
12 shall review and evaluate the performance of such appointees.

13 Sec. 4.070 Appointment powers of department heads. Subject to
14 the approval of the City Manager and subject to civil service rules and
15 regulations adopted by the Council, each head of a department, office
16 or other agency shall have the power to appoint and remove such
17 deputies, assistants, subordinates and employees as are provided for
18 by the Council for his or her department, office or other agency.

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20 ARTICLE V

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22 JUDICIAL

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24 Sec. 5.010 Municipal court. The municipal court must be presided
25 over by the Justice of the Peace of Pahrump Township as ex officio
26 municipal judge.

27 Sec. 5.020 Municipal judge appointed. If the Office of Justice of
28 the Peace of Pahrump Township ceases to exist, the municipal court
29 shall be presided over by a municipal judge appointed by the Council.

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31 ARTICLE VI

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33 CITY BUDGETS

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35 Sec. 6.010 Budgets. Budgets for the City shall be prepared
36 in accordance with and shall be governed by the provisions of the
37 general laws of the State pertaining to budgets of cities.

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ARTICLE VII

PUBLIC IMPROVEMENTS AND REPAIRS

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3 Sec. 7.010 Expenses of improvements; payment by funds or by
4 special assessments. The expenses of public improvements and
5 repairs, such as the improvement of streets and alleys by grading,
6 paving, graveling and curbing, the construction, repair, maintenance
7 and preservation of sidewalks, drains, curbs, gutters, storm sewers,
8 drainage systems, sewerage systems and sewerage disposal plants,
9 may be paid from the General Fund or Street Fund or the cost or
10 portion thereof as the Council shall determine, may be defrayed by
11 special assessments upon lots and premises abutting upon that part
12 of the street or alley so improved or proposed so to be, or the land
13 abutting upon such improvement and such other lands as in the
14 opinion of the Council may benefit by the improvement all in the
15 manner contained in the provisions of the Nevada Revised Statutes.
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ARTICLE VIII

CITY ASSESSOR; TAX RECEIVER; FINANCES AND PURCHASING

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19 Sec. 8.010 Nye County Assessor to be ex officio City Assessor.
20 The County Assessor of Nye County shall, in addition to the duties
21 now imposed upon him or her by law, act as the Assessor of the City
22 and shall be ex officio City Assessor, without further compensation. He
23 or she shall perform such duties as the Council may by ordinance
24 prescribe with the County Assessor's consent.
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26 Sec. 8.020 Nye County Treasurer to be ex officio City Tax Receiver.
27 The County Treasurer of Nye County shall, in addition to the duties
28 now imposed upon him or her by law, act as ex officio City Tax
29 Receiver. He or she shall receive and safely keep all moneys that come
30 to the City by taxation, and shall pay the same to the Director of
31 Finance. The City Tax Receiver may, with the consent of the Council,
32 collect special assessments which may be levied by authority of this
33 Charter or city ordinance when they become due and payable, and
34 whenever and wherever the general laws of the State of Nevada
35 regarding the authorized acts of tax receivers may be, the same
36 hereby are, made applicable to the City Tax Receiver of the City of
37 Pahrump, in the collection of city special assessments.
38

39 Sec. 8.030 Procedures for city purchasing. All purchases of goods or
40 services of every kind or description for the City by any
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1 office, commission, board, department or any division thereof shall be
2 made in conformance with the Nevada Revised Statutes, as amended
3 from time to time.

4 Sec. 8.040 Transfer of appropriations. The City Manager may with
5 the authority of the City Council transfer any unencumbered
6 appropriation balance or portion thereof between general
7 classifications of expenditures within an office, department or agency.

8 Sec. 8.050 When contracts and expenditures prohibited.

9 1. No officer, department or agency shall, during any budget
10 year, expend or contract to expend any money or incur any liability,
11 or enter into any contract which by its terms involves the expenditure
12 of money, for any purpose, in excess of the amounts appropriated for
13 that general classification of expenditure pursuant to this Charter.

14 Any contract, verbal or written, made in violation of this Charter shall
15 be null and void. Any officer or employee of the City who violates this
16 section shall be guilty of a misdemeanor and, upon conviction thereof,
17 shall cease to hold his or her office or employment.

18 2. Nothing in this section shall prevent the making of contracts or
19 the spending of money for capital improvements to be financed in
20 whole or in part by the issuance of bonds, nor the making of contracts
21 of lease or for services for a period exceeding the budget year in which
22 such contract is made, when such contract is permitted by law.

23
24 ARTICLE IX

25
26 APPOINTIVE BOARDS AND COMMISSIONS

27
28 Sec. 9.010 Established; enumerated.

29 1. The Council may create by ordinance such other
30 appointive boards or commissions as in its judgment are required and
31 may grant to them powers and duties as are consistent with the
32 provisions of this Charter. The Council, by motion adopted by the
33 affirmative votes of at least a majority of its members, may appoint
34 from time to time temporary committees as deemed advisable to
35 render counsel and advice to the appointing authorities on any
36 designated matters or subjects within the jurisdiction of such
37 authorities.

38 2. The Personnel Board is hereby established and has the powers
39 and duties contained in this Article.

40 Sec. 9.020 Appointments, removals, vacancies, terms.

41 1. Except as otherwise specified in this Charter, the members
42 of each of the appointive boards and commissions shall be
43 appointed, and may be removed, by the Council, subject in both
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1 appointment and removal by the affirmative votes of a majority of the
2 Council. For the purposes of this rule, residency is only required at the
3 time of nomination.

4 2. If a member of a board or commission:

5 (a) Is absent from two regular meetings of such board or
6 commission, consecutively, unless by permission of such board or
7 commission expressed in its official minutes;

8 (b) Fails to attend at least one-half of the regular meetings of
9 such board or commission within a calendar year;

10 (c) Is convicted of a crime involving moral turpitude; or

11 (d) Ceases to be a qualified elector of the City,

12 the office of that member shall become vacant and shall be so
13 declared by the Council.

14 3. Except as otherwise provided in subsection 2 or section 9.030,
15 the members of such boards and commissions shall serve for a term of
16 2 years and until their respective successors are appointed and
17 qualified.

18 Sec. 9.030 Prohibition against serving as treasurer for campaign
19 committee. If any member of an appointive board or commission shall
20 become the treasurer of a campaign committee which receives
21 contributions for any candidate for Mayor or Council member, his or
22 her office shall become vacant and shall be so declared by the Council.
23 Any provisions of this Article notwithstanding, no person who serves
24 as the treasurer of a campaign committee which receives
25 contributions for any candidate for Mayor or Council member shall
26 be eligible for appointment to any appointive board or commission.

27 Sec. 9.040 Appropriations therefor. The Council shall include in its
28 annual budget such appropriations of funds as, in its opinion, shall be
29 sufficient for the efficient and proper functioning of such appointive
30 boards and commissions.

31 Sec. 9.050 Meetings; chair.

32 1. The election of each chair, vice chair and secretary shall be held at
33 the meetings of the respective boards and commissions during the
34 month of July of each year. The board or commission, in the event of a
35 vacancy in the office of the chair or vice chair, shall elect one of its
36 members for the unexpired term. The chair shall have the
37 responsibility for informing the Council or board, commission or
38 committee of actions or inactions and the reasons therefor. The
39 secretary shall be responsible for the recording of minutes for each
40 such board and commission and shall keep a record of its proceedings
41 and transactions.

42 2. Each board or commission, other than the Personnel Board,
43 shall hold a regular meeting at least once a month with reasonable
44 provision for attendance by the public. Each board and commission
45

1 shall prescribe rules and regulations governing its operations which
2 shall be consistent with this Charter and shall be filed with the City
3 Clerk for public inspection. The Personnel Board shall meet monthly,
4 provided there is business on the agenda to come before it. In the
5 event no business is placed on the Personnel Board's agenda 5 days
6 preceding the tentative meeting date, no meeting need be held,
7 provided that in no event shall more than 3 months intervene between
8 meetings of the Personnel Board.

9 Sec. 9.060 Compensation. The members of appointive boards and
10 commissions shall receive such compensation, if any, as may be
11 prescribed by ordinance and may receive reimbursement for
12 necessary traveling and other expenses when on official duty of the
13 City when such expenditure has been so authorized by the board or
14 commission and subject to rules and regulations prescribed by
15 ordinance or order of the Council.

16 Sec. 9.070 Attendance of witnesses; oaths and affirmations. Each
17 appointive board or commission shall have the same power as the
18 Council to compel the attendance of witnesses, to examine them
19 under oath and to compel the production of evidence before it. Each
20 member of any such board or commission shall have the power to
21 administer oaths and affirmations in any investigation or proceeding
22 pending before such board or commission.

23 Sec. 9.080 Personnel Board: Membership. The Personnel Board
24 shall consist of five members to be appointed by the Council from the
25 qualified electors of the City. None of the members shall be removed
26 from office without reasonable and sufficient cause, in accordance with
27 procedures as provided by ordinance. None of the members shall hold
28 public office or employment in the city government or be a
29 candidate for any other public office or position, be an officer of any
30 local, state or national partisan political club or organization, or while a
31 member of the Personnel Board or for a period of 1 year after he or
32 she has ceased for any reason to be a member, be eligible for
33 appointment to any salaried office or employment in the service of the
34 City.

35 Sec. 9.090 Personnel Board: Powers and duties. The
36 Personnel Board shall have the power and be required to:

37 1. Hear appeals pertaining to the disciplinary suspension,
38 demotion or dismissal of any officer or employee having permanent
39 status in any office, position or employment in the civil service, and as
40 otherwise provided for in the civil service rules and
41 regulations;

42 2. Consider matters that may be referred to it by the Council or the
43 City Manager and render such counsel and advice in regard
44 thereto as may be requested by the referring authorities;

1 candidates file for that position. The primary election must be held for
2 the purpose of eliminating candidates in excess of a figure double the
3 number of Council members to be elected.

4 Sec. 10.060 General election not required. If, in the primary city
5 election, a candidate receives votes equal to a majority of voters
6 casting ballots in that election, he or she shall be considered elected
7 to one of the vacancies and his or her name
8 shall not be placed on the ballot for the general city election.

9 Sec. 10.070 Voters entitled to vote for each seat on ballot. In each
10 primary and general election, voters shall be entitled to cast ballots for
11 candidates in a number equal to the number of seats to be filled in the
12 city elections.

13 Sec. 10.080 Council to control elections. The conduct of all
14 municipal elections shall be under the control of the Council, which
15 shall adopt by ordinance all regulations which it considers desirable
16 and consistent with law and this Charter. Nothing in this Charter shall
17 be construed as to deny or abridge the power of the Council to provide
18 for supplemental regulations for the prevention of fraud in such
19 elections and for the recount of ballots in cases of doubt or fraud.

20
21 ARTICLE XI

22
23 INITIATIVE, REFERENDUM AND RECALL

24
25 Sec. 11.010 Registered voters' power of initiative and
26 referendum concerning city ordinances. The registered voters of
27 a city may:

28 1. Propose ordinances to the Council and, if the Council fails to
29 adopt an ordinance so proposed without change in substance, adopt
30 or reject it at a primary or general municipal election or
31 primary or general state election; and

32 2. Require reconsideration by the Council of any adopted
33 ordinance, and if the Council fails to repeal an ordinance so
34 considered, approve or reject it at a primary or general municipal
35 election or primary or general state election.

36 Sec. 11.020 Initiative and referendum proceedings. All initiative
37 and referendum proceedings shall be conducted in conformance with
38 the provisions of the Nevada Revised Statutes, as amended from time
39 to time.

40 Sec. 11.030 Results of election.

41 1. If a majority of the registered voters voting on a proposed
42 initiative ordinance vote in its favor, it shall be considered adopted
43 upon certification of the results of the election and must be treated in
44 all respects in the same manner as ordinances of the same kind

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1 adopted by the Council. If conflicting ordinances are approved at the
2 same election, the one receiving the greatest number of affirmative
3 votes prevails to the extent of the conflict.

4 2. If a majority of the registered voters voting on a referred
5 ordinance vote against it, it shall be considered repealed upon
6 certification of the results of the election.

7 3. No initiative ordinance voted upon by the registered voters or an
8 initiative ordinance in substantially the same form as one voted upon
9 by the people, may again be placed on the ballot until the next
10 primary or general municipal election or primary or general state
11 election.

12 Sec. 11.040 Repealing ordinances; publication. Initiative and
13 referendum ordinances adopted or approved by the voters may be
14 published and shall not be amended or repealed by the Council, as in
15 the case of other ordinances.

16 Sec. 11.050 Recall of Council members. As provided by the general
17 laws of this State, every member of the Council is subject to recall from
18 office.

19
20 ARTICLE XII

21
22 PUBLIC UTILITIES

23
24 Sec. 12.010 Granting of franchises.

25 1. The City shall have the power to grant a franchise to any
26 private corporation for the use of streets and other public places in the
27 furnishing of any public utility service to the City and to its inhabitants.

28 2. All franchises and any renewals, extensions and amendments
29 thereto shall be granted only by ordinance. A proposed franchise
30 ordinance shall be submitted to the City Manager, and he or she shall
31 render to the Council a written report containing recommendations
32 thereon.

33 3. The City shall have the power, as one of the conditions of
34 granting any franchise, to impose a franchise tax, either for the
35 purpose of license or for revenue.

36 Sec. 12.020 Conditions and transfer of franchises.

37 1. Every franchise or renewal, extension or amendment of a
38 franchise hereafter granted shall:

39 (a) Impose upon the utility the duty to furnish proper service at
40 minimum attainable cost under proper organization and efficient
41 management;

42 (b) Include that the City may issue such orders with respect to
43 safety and other matters as may be necessary or desirable for the
44 community; and

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1 (c) Reserve to the City the right to make all future regulations or
2 ordinances deemed necessary for the preservation of the health, safety
3 and public welfare of the City, including, without limitation, regulations
4 concerning the imposition of uniform codes upon the utilities,
5 standards and rules concerning the excavations and use to which the
6 streets, alleys and public thoroughfares may be put and regulations
7 concerning placement of easement improvements such as poles, valves,
8 hydrants and the like.

9 2. No franchise shall be transferred hereafter by any utility to
10 another without the approval of the Council, and as a condition to such
11 approval, the successor in interest to the said franchise shall execute a
12 written agreement containing a covenant that it will comply with all
13 the terms and conditions of the franchise then in existence, together
14 with any other terms, conditions and regulations and ordinances
15 which the City, or its agencies, may wish to impose.

16 Sec. 12.030 Rates; annual cost of service and sliding scale basis.
17 The Council shall enact proper ordinances and shall prosecute or
18 cause to be prosecuted all appropriate proceedings before the Public
19 Utilities Commission of Nevada to secure fair rates for consumers at
20 large and for the City.

21 Sec. 12.040 Records and proceedings.

22 1. The Council shall establish or designate an agency of the
23 city government which shall assemble the facts which are essential to
24 the proper determination of cost of service and the fixing of
25 reasonable rates. Such agency shall have and keep up to date an
26 inventory of the property used in public service, the cost of such
27 properties as actually and reasonably incurred or as fixed by appraisal
28 additions and retirements made each year, the depreciation, and all
29 matters that enter into the periodical readjustment of the rate base.
30 It shall have power to make, and shall conduct, all inspections and
31 examinations of public utility properties accounts and records
32 necessary or appropriate to carry out the provisions of this Charter. At
33 the close of each calendar or fiscal year, it shall make a
34 comprehensive report and recommendations to the City Manager
35 and the Council. Every public utility operating within the City shall
36 furnish to such agency regular reports as to capital outlay, property
37 retirements, operating revenues, operating expenses, taxes and
38 other accounting matters according to the standard accounting
39 classification issued for such utilities by the Public Utilities
40 Commission of Nevada. In addition, the City may require reports
41 regarding salaries, wages, employees, contracts, service
42 performance and all other records of operation that pertain to

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1 proper rate adjustments on the basis of facts and regular
2 administration.

3 2. The agency established or designated by the Council shall also
4 make appropriate efforts to obtain proper annual revision of rates of
5 private utilities which do not operate under the franchise terms of this
6 Charter and which are not subject to municipal regulation by general
7 law. It may initially obtain proper surveys of operating expenses, taxes
8 and other charges and of the net capital investment in the properties
9 used in public service within the City, and thereupon may endeavor,
10 through negotiation with the utility, to obtain proper rate
11 adjustments. If it cannot obtain due agreement, it shall file a
12 complaint and petition with the Public Utilities Commission of Nevada
13 for a formal rate inquiry. In such proceeding, it shall represent the
14 consumers at large and shall prepare and present in legal form all the
15 evidence with respect to cost of service and other elements as
16 required in the public interest. It shall obtain all requisite data for
17 successive rate revisions, and at the end of each calendar or fiscal
18 year, it shall endeavor to secure any revision of rates indicated by the
19 showing of facts, and, if necessary, shall proceed again with a request
20 for formal inquiry by the Public Utilities Commission of Nevada.

21
22 Sec. 12.050 Condemnation.

23 The _____ City, by initiative
24 ordinance, shall have the right to condemn the property of any public
25 utility. The public utility shall receive just compensation for the taking
26 of its property. Such an initiative petition must be voted on by the
27 people and cannot be passed by simple acceptance of the Council.

28 Sec. 12.060 Establishment of municipally owned and operated
29 utilities.

30 1. The City shall have power to own and operate any public utility,
31 to construct and install all facilities that are reasonably needed and to
32 lease or purchase any existing utility properties used and useful in
33 public service. The City may also furnish service in adjacent and
34 nearby communities which may be conveniently and economically
35 served by the municipally owned
36 and operated utility, subject to:

- 36 (a) Agreements with such communities;
- 37 (b) Provisions of state law; and (c)
- 38 Provisions of this Charter.

39 2. The Council may provide by ordinance for the
40 establishment of such utility, but an ordinance providing for a newly
41 owned and operated utility shall be enacted only after such hearings
42 and procedure as required herein for the granting of a franchise, and
43 shall also be submitted to and approved at a popular referendum
44 provided that an ordinance providing for any

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1 extension, enlargement or improvement of an existing utility may be
2 enacted as a matter of general municipal administration.

3 3. The City shall have the power to execute long-term contracts
4 for the purpose of augmenting the services of existing municipally
5 owned utilities. Such contracts shall be passed only in the form of
6 ordinances and may exceed in length the terms of office of the
7 members of the Council.

8 Sec. 12.070 Municipal utility organizations.

9 1. The Council may provide for the establishment of a
10 separate department to administer the utility function, including the
11 regulation of privately owned and operated utilities and the operation
12 of municipally owned utilities. Such department shall keep separate
13 financial and accounting records for each municipally owned and
14 operated utility and before February 1 of each fiscal year, shall
15 prepare for the City Manager, in accordance with his or her
16 specifications, a comprehensive report of each utility. The responsible
17 departments or officer shall endeavor to make each utility financially
18 self-sustaining, unless the Council shall by ordinance adopt a different
19 policy. All net profits derived from municipally owned and operated
20 utilities may be expended in the discretion of the Council for general
21 municipal purposes.

22 2. The rates for the products and services of any municipally owned
23 and operated utility shall only be established, reduced, altered or
24 increased by resolution of the Council following a public hearing.

25 Sec. 12.080 Financial provisions.

26 1. The City may finance the acquisition of privately owned
27 utility properties, the purchase of land and the cost of all
28 construction and property installation for utility purposes by
29 borrowing in accordance with the provisions of general law.

30 2. Appropriate provisions shall be made for the amortization and
31 retirement of all bonds within a maximum period of 40 years. Such
32 amortization and retirement may be effected through the use of
33 depreciation funds or other financial resources provided through the
34 earnings of the utility.

35 Sec. 12.090 Sale of public utilities; proviso.

36 1. No public utility of any kind, after having been acquired by
37 the City, may thereafter be sold or leased by the City, unless the
38 proposition for the sale or lease has been submitted to the electors of
39 the City at a special election or primary or general municipal election
40 or primary or general state election. After a majority vote of those
41 electors in favor of the sale, the sale may not be made except after 30
42 days' published notice thereof, except that the provisions of this
43 section do not apply to a sale by the Council of
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1 parts, equipment, trucks, engines and tools which have become
2 obsolete or worn out, any of which equipment may be sold by the
3 Council in the regular course of business.

4 2. A special election may be held only if the Council determines,
5 by a unanimous vote, that an emergency exists. The determination
6 made by the Council is conclusive unless it is shown that the Council
7 acted with fraud or a gross abuse of discretion. An action to challenge
8 the determination made by the Council must be commenced within
9 15 days after the Council's determination is final. As used in this
10 subsection, "emergency" means any unexpected occurrence or
11 combination of occurrences which requires immediate action by the
12 Council to prevent or mitigate a substantial financial loss to the City or
13 to enable the Council to provide an essential service to the residents of
14 the City.

15
16 ARTICLE XIII

17
18 MISCELLANEOUS PROVISIONS

19
20 Sec. 13.010 Removal of officers and employees. Subject to the
21 provisions of this Charter not inconsistent herewith, any employee of
22 the City may be suspended or dismissed from employment at any
23 time by the City Manager or by any applicable person appointed by the
24 City Manager pursuant to this Charter and subject to the provisions of
25 any Collective Bargaining Agreement.

26 Sec. 13.020 Right of City Manager and other officers of Council.
27 The City Manager shall have the right to take part in the discussion of
28 all matters coming before the Council, and the directors and other
29 officers shall be entitled to take part in all discussions of the Council
30 relating to their respective offices, departments or agencies.

31 Sec. 13.030 Personal interest.

32 1. No elective or appointive officer shall take any official
33 action on any contract or other matter in which he or she has any
34 financial interest.

35 2. A violation of the provisions of this section shall constitute a
36 misdemeanor, subject to a penalty not to exceed the penalties
37 specified for misdemeanors under applicable provisions of Nevada
38 Revised Statutes in effect at the time of such violation.

39 Sec. 13.040 Official bonds. Officers or employees, as the Council
40 may by general ordinance require so to do, including a municipal court
41 judge appointed pursuant to section 5.020 of Article V, if any, shall
42 give bond in such amount and with such

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1 surety as may be approved by the Council. The premiums on such
2 bonds shall be paid by the City.

3 Sec. 13.050 Oath of office. Every officer of the City shall, before
4 entering upon the duties of his or her office, take and
5 subscribe to the official oath of office of the State of Nevada:
6

7 "I,, do solemnly swear (or affirm) that I will
8 support, protect and defend the Constitution and
9 Government of the United States and the Constitution and
10 Government of the State of Nevada, against all enemies,
11 whether domestic or foreign, and that I will bear true faith,
12 allegiance and loyalty to the same, any Ordinance, Resolution
13 or Law of any State notwithstanding, and I will well and
14 faithfully perform all the duties of the Office of on
15 which I am about to enter; (if any oath) so help me God; (if any
16 affirmation) under the pains and
17 penalties of perjury."

18 Sec. 13.060 Amending the Charter.

19 1. An amendment to this Charter:

20 (a) May be made by the Legislature directly by the use of
21 mandatory specific wording or indirectly by the use of wording
22 allowing flexibility in expressing the required change. If a law is
23 enacted which:

24 (1) Directly amends this Charter, such an amendment is not
25 subject to public approval as provided in paragraph (b) and must be
26 included in the Charter and identified as having been amended by the
27 particular law involved.

28 (2) Requires that this Charter be amended but does not require
29 the specific wording to be used, the Council shall propose a suitable
30 amendment to be submitted to the registered voters of the City as
31 provided by paragraph (b). If such a proposed amendment is not
32 adopted by the voters, it must be redrafted and resubmitted to the
33 voters at one or more general city elections or general state elections
34 until an amendment is adopted.

35 (b) May be proposed by the Council and submitted to the
36 registered voters of the City at a general city election or general state
37 election.

38 (c) May be proposed by a petition signed by registered voters of the
39 City equal in number to 15 percent or more of the voters who voted at
40 the latest preceding general city election and submitted to registered
41 voters of the City at the next general city election or general state
42 election.

43 2. The City Attorney shall draft any amendment proposed pursuant
44 to subparagraph (2) of paragraph (a) or paragraph (b) of subsection 1,
45 or if such a proposed amendment has been

previously drafted, the City Attorney shall review the previous draft and recommend to the Council any suggested changes or corrections.

3. The City Attorney shall, upon request, review any amendment intended to be proposed by petition pursuant to paragraph (c) of subsection 1, make only such corrections as are agreed to by the proposers and report to the Council his or her analysis of the significance and potential effects of the proposed amendment.

4. A petition for amendment must be in the form specified by state law for city initiative petitions and must be filed with the City Clerk not later than 6 months before the date of the general city election or general state election at which the proposed amendment is to be submitted to the voters of the City.

5. When an amendment is adopted by the registered voters of the City, the City Clerk shall, within 30 days thereafter, transmit a certified copy of the amendment to the Legislative Counsel.

6. Any amendment to the Charter proposed under the provisions of this section shall be adopted by a simple majority of the voters casting ballots on that question at two consecutive general elections before any such amendment shall become effective.

Sec. 13.070 Short title; citation of City of Pahrump Act of 2011. This Charter shall be known and may be cited as the City of Pahrump Charter.

Sec. 13.080 Construction of Charter; separability of provisions.

1. Whenever any reference is made to any portion of the Nevada Revised Statutes or of any other law of the State or of the United States, such reference shall apply to all amendments and additions thereto now or hereafter made.

2. If any section or part of a section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of a section may be inseparably connected in meaning and effect with the section or part of the section to which such holding shall directly apply.

1. The Board of County Commissioners shall use money in the Fort Mohave Valley Development Fund to pay:

(a) Any costs incurred by the Committee on Local Government Finance created by NRS 354.105, for the preparation of the report related to the fiscal feasibility of the incorporation of the City of Pahrump that is required by section 4 of this act;

(b) Any costs incurred by the County to hold the elections described in sections 5 and 11 this act; and

(c) Any other costs incurred by the County or City of Pahrump associated with the incorporation of the City of

Pahrump,

to the extent that gifts, grants or donations are not available to pay for the expenses.

Sec. 3. As used in sections 3 to 16, inclusive, of this act:

1. "Board of County Commissioners" means the Board of County Commissioners of Nye County.
2. "City" means the City of Pahrump.
3. "City Council" means the City Council elected pursuant to section 11 of this act.
4. "County" means the County of Nye.
6. "Qualified elector" means a person who is registered to vote in this State and is a resident of the area to be included in the City, as shown by the last official registration lists before the election.

Sec. 4. 1. On or before _____, the Committee on Local Government Finance, created by NRS 354.105, shall prepare and submit a report to the Board of County Commissioners with respect to the fiscal feasibility of the incorporation of the City. This report must be made available to the public for consideration before the election on the question of incorporation held pursuant to section 5 of this act.

2. The County Clerk shall cause the report to be published in a newspaper printed in the County and having a general circulation in the City at least once a week for 3 consecutive weeks. The final publication of the report must be published before the date of the special election.

Sec. 5. 1. An election on the question of incorporation of the City of Pahrump must be held after the Committee on Local Government Finance submits to the Board of County Commissioners the report required by section 4 of this act. The election will also be a primary election for the offices of Mayor and City Council.

2. The Board of County Commissioners may call a special election for the purposes of subsection 1, or may conduct an election pursuant to subsection 1 on the date of the first primary election held in the County after the Board of County Commissioners receives the report required by section 4 of this act. The special election, if any, must be held within 90 days after the Board of County Commissioners receives the report prepared pursuant to section 4 of this act and conducted in accordance with the provisions of law relating to general elections so far as the same can be made applicable.

3. If the Board of County Commissioners calls a special election for the purposes of subsection 1, the County Clerk shall cause a notice of the election to be published in a newspaper printed in the County and having a general circulation in the City at least once a week for 3 consecutive weeks. The final publication of notice must be published before the date of the election.

4. If the Board of County Commissioners conducts an election pursuant to subsection 1 on the day of the first primary election held in the County after the Board of County Commissioners receives the report required by section 4 of this act, the County Clerk shall cause notice of the election to be published pursuant to NRS 293.203.

5. The notice of the election held pursuant to subsection 3 or 4 must contain:

- (a) The date of the election;
- (b) The hours during the day in which the polls will be open;
- (c) The location of the polling places;

- (d) A statement of the question in substantially the same form as it will appear on the ballots;
- (e) The names of the candidates; and

1 (f) A list of the offices to which the candidates seek election.

2 **Sec. 6.** The incorporation question on the ballots used for the
3 election held pursuant to section 5 of this act must be in
4 substantially the following form:

5 Shall the area described as.....(describe area) be
6 incorporated as the City of Pahrump?

7 Yes No

8 The voter shall mark the ballot by placing a cross (x) next to the
9 word "yes" or "no."

10 **Sec. 7. 1.** A person who wishes to become a candidate for any
11 office to be voted for at the election held pursuant to section 5
12 of this act must:

13 (a) Reside within the boundaries of the City;

14 (b) File an affidavit of candidacy, which must include a
15 declaration of residency, with the County Clerk not later than the
16 date for the filing of such affidavits as set by the County Clerk; and

17 (c) File a nomination petition containing at least 100 signatures of
18 qualified electors.

19 2. Qualified electors may sign more than one nominating petition
20 for candidates for the same office.

21 3. A candidate may withdraw his or her candidacy pursuant to the
22 provisions of NRS 293.202.

23 4. If there are less than three candidates for any office to be filled
24 at the primary election held pursuant to section 5 of this act, their
25 names must not be placed on the ballot for the primary election but
26 must be placed on the ballot for the general election held pursuant to
27 section 11 of this act.

28 5. The names of the two candidates for mayor and for each seat on
29 the City Council who receive the highest number of votes in the
30 primary election held pursuant to section 5 of this act must be placed
31 on the ballot for the general election held pursuant to section 11 of this
32 act.

33 **Sec. 8. 1.** At least 10 days before the election held pursuant to
34 section 5 of this act, the County Clerk shall cause to be mailed to each
35 qualified elector a sample ballot for his or her precinct with a notice
36 informing the elector of the location of his or her polling place.

37 2. The sample ballot must:

38 (a) Include the question in the form required by section 6 of this
39 act;

40 (b) Describe the area proposed to be incorporated by assessor's
41 parcel maps, existing boundaries of subdivision or parcel maps,
42 identifying visible ground features, extensions of the visible ground
43 features, or by any boundary that coincides with the official
44

1 boundary of the state, a county, a city, a township, a section or any
2 combination of these; and

3 (c) Include the names of candidates for the various offices as
4 determined pursuant to section 7 of this act.

5 **Sec. 9. 1.** The Board of County Commissioners shall canvass the
6 votes cast in the election held pursuant to section 5 of this act in the
7 same manner as votes are canvassed in a general election. Upon
8 completion of the canvass, the Board shall immediately notify the
9 County Clerk of the results.

10 2. The County Clerk shall, upon receiving notice of the canvass from
11 the Board of County Commissioners, immediately cause to be
12 published a notice of the results of the election in a newspaper of
13 general circulation in the County. If the incorporation is approved by
14 the voters, the notice must include the category of the City according
15 to population, as described in NRS 266.055. The County
16 Clerk shall file a copy of the notice with the Secretary of State.

17 **Sec. 10. 1.** The Board of County Commissioners may accept gifts,
18 grants and donations to pay for any expenses that are related to
19 the incorporation of the City, including, without limitation:

20 (a) The costs incurred by the Committee on Local Government
21 Finance for preparing the fiscal feasibility report required by section
22 4 of this act;

23 (b) The costs incurred by the County to hold the elections
24 described in sections 5 and 11 of this act; and

25 (c) Any other costs incurred by the County or City associated with
26 the incorporation of the City of Pahrump.

27 2. To the extent that gifts, grants and donations do not pay the
28 costs of the expenses described in subsection 1, the Board of County
29 Commissioners shall order the County Treasurer to pay such
30 expenses from the Fort Mohave Valley Development Fund.

31 3. The County Clerk shall submit to the Board of County
32 Commissioners a statement of all expenses related to conducting the
33 elections held pursuant to sections 5 and 11 of this act.

34 **Sec. 11. 1.** If the incorporation of the City is approved by the voters
35 at an election held pursuant to section 5 of this act, a general election
36 must be held to elect four members of the City Council and the Mayor.
37 The Board of County Commissioners may conduct a special election for
38 the purposes of this subsection, or may conduct the election required
39 by this subsection on the date of the first general election held in the
40 County after the date of the election held pursuant to section 5 of this
41 act. The election must be conducted in accordance with the provisions
42 of law relating to general elections so far as the same can be made
43 applicable.

44 2. The names of the two candidates for Mayor and for each
45 particular seat on the City Council who receive the highest number

1 of votes in the primary election must be placed on the ballot for the
2 general election. A candidate for Mayor or a seat on the City Council
3 may not withdraw from the general election.

4 **Sec. 12. 1.** The term of the Mayor elected pursuant to section 11 of
5 this act expires upon the election and qualification of the person
6 elected Mayor in the first general election held pursuant to section
7 10.020 of the City of Pahrump Charter.

8 2. The terms of two of the members of the City Council elected
9 pursuant to section 11 of this act expire upon the election and
10 qualification of the persons elected to the City Council in the first
11 general election held pursuant to section 10.020 of the City of
12 Pahrump Charter. The terms of the remaining members of the City
13 Council elected pursuant to section 11 of this act expire upon the
14 election and qualification of the persons elected to the City Council in
15 the second general election held pursuant to section 10.020 of the City
16 of Pahrump Charter.

17 3. The members of the City Council elected pursuant to section 11
18 of this act shall, at the first meeting of the City Council after their
19 election and qualification, draw lots to determine the length of their
20 respective terms.

21 **Sec. 13.** Before the incorporation of the City becomes
22 effective, the City Council may:

23 1. Prepare and adopt a budget;

24 2. Adopt ordinances;

25 3. Levy an ad valorem tax on property within the area of the
26 City, at the time and in the amount prescribed by law for cities, for the
27 fiscal year beginning on the date the incorporation of the City
28 becomes effective;

29 4. Negotiate an equitable apportionment of the fixed assets of
30 the County pursuant to section 15 of this act;

31 5. Negotiate contracts for the employment of personnel;

32 6. Negotiate contracts to provide services for the City,
33 including, without limitation, those services provided for by chapter
34 277 of NRS; and

35 7. Negotiate contracts for the purchase of equipment, materials
36 and supplies.

37 **Sec. 14. 1.** During the period from the filing of the notice of results
38 of the election conducted pursuant to section 5 of this act by the
39 County Clerk until the date the incorporation of the City becomes
40 effective, the County is entitled to receive the taxes and other revenue
41 from the City and shall continue to provide services to the City.

42 2. Except as otherwise provided in NRS 318.492, all special
43 districts, except fire protection districts, located within the
44

1 boundaries of the City continue to exist within the City after the
2 incorporation becomes effective.

3 **Sec. 15. 1.** The City Council and the Board of County
4 Commissioners shall, before the date that the incorporation becomes
5 effective or within 90 days after that date, equitably apportion those
6 fixed assets of the County which are located within the boundaries of
7 the City. The City Council and the Board of County Commissioners
8 shall consider the location, use and types of assets in determining an
9 equitable apportionment between the County and the City.

10 2. Any real property and its appurtenances located within the City
11 and not required for the efficient operation of the County's duties
12 must first be applied toward the City's share of the assets of the
13 County. Any real property which is required by the County for the
14 efficient operation of its duties must not be transferred to the City.

15 3. If an agreement to apportion the assets of the County is not
16 reached within 90 days after the incorporation of the City, the matter
17 may be submitted to arbitration upon the motion of either party.

18 4. Any appeal of the arbitration award must be filed with the
19 district court within 30 days after the award is granted.

20 **Sec. 16.** Any property located within the City which was assessed
21 and taxed by the County before incorporation must continue to be
22 assessed and taxed to pay for the indebtedness incurred by the
23 County before incorporation.

24 **Sec. 17. 1.** This section and sections 2 to 16, inclusive, of this act
25 become effective upon passage and approval.

26 2. Section 1 of this act becomes effective, if the incorporation of
27 the City of Pahrump is approved by the voters at the election held
28 pursuant to section 5 of this act on .

29
30

APPENDIX B:
Budget Analysis



Table 1
Summary of Revenues and Expenditures (constant\$, no growth)
City of Pahrump Incorporation Feasibility Analysis

Item	Town vs. City Budget		Change
	Town	City	
REVENUES			
PROPERTY TAXES:	2,855,000	8,740,334	5,885,334
LICENSES AND PERMITS:	400,701	958,301	557,600
INTERGOVERNMENTAL REVENUES:	631,000	6,706,206	6,075,206
FINES AND FORFEITURES:	50,000	255,519	205,519
MISCELLANEOUS:	103,355	103,355	0
OTHER	902,304	902,304	0
TOTAL	4,942,360	17,666,019	12,723,659
EXPENDITURES			
GENERAL GOVERNMENT:	2,581,248	2,677,119	95,871
JUDICIAL	<u>na</u>	<u>334,300</u>	334,300
PUBLIC SAFETY	2,228,789	11,021,789	8,793,000
PUBLIC WORKS	0	2,254,352	2,254,352
BUILDING AND CODE ENFORCEMENT	0	473,965	473,965
CULTURE AND RECREATION	28,000	28,000	0
HEALTH (animal control and shelter)	0	553,923	553,923
COMMUNITY DEVELOPMENT	0	437,881	437,881
OTHER (e.g., add'l office space)	<u>na</u>	tbd	
OPERATING TRANSFERS OUT	104,323	104,323	0
TOTAL EXPENDITURES	4,942,360	(16) 17,885,652	12,943,293
Increased Expenditures Compared to Additional Revenues			(219,634)
NET	0	(219,634)	

Notes to Table 1

- (1) Includes Capital Outlay. Source: M.Sullivan, file: "10_Budget_work_sheets_FY10_052809_D01.xlsx"
- (2) Gas tax revenues currently received by the Town are transferred to the County for road maintenance purposes.
- (3) 1.75 cent fuel tax based on Pahrump FY10 budget; State estimates differ slightly.
- (4) Economic Development and collections clerks costs not shown; assumed offset by business license and room taxes.
- (5) Town provides planning review and recommendations to County.
City planning staff reduced compared to current County staff, based on Fernley staffing and reduced development activity.
- (6) No new franchises assumed (e.g., electric, cable, gas, telephone)
- (7) Franchise fee revenue from Pahrump Valley Disposal franchise agreement.
- (8) Shift of Road Fund tax rate (.005) based on Pahrump a.v./County a.v. (86%)
- (9) Assumes current County animal control costs and revenues attributable predominantly to Pahrump.
- (10) Building Fees from County Budget FY10 allocated proportionate to Pahrump population/County population.
Net Building Fee revenue to City assumes contract with private firm similar to current County contract.
Private contractor assumed to receive average of 70% of building fee revenue.
- (11) Planning and zoning fee revenue proportionate to Pahrump population/County population.
- (12) Muni. Ct. revenues based on Fernley as a % of judicial costs (61%).
- (13) Swimming pool fund (and property tax funding) not included.
- (14) Operating transfers include Cemetery Fund and Ambulance Debt Service.
- (15) No change assumed for new city compared to existing Town.
- (16) Note: FY10 budget included the use of fund balances to fund expenditures shown.
- (17) The shift of property tax from County to new city assumes amount 57% of shifted net costs.
The percentage based on property tax as a % of total County property tax See Table 2a
- (18) The shift of CTX from County to new city assumes amount equ 43% of shifted net costs.
The percentage based on CTX as a % of total County property tax and C1 See Table 2a
- (19) Other unreserved funds, carry-forward from prior year, contingencies.
- (20) Inflation factor applied to future years expen 2.0% (shown in annual forecast)
- (21) Assumes initially that justice court continues to hear violations of local ordinances during transition.

Table 1a
Summary of Revenues and Expenditures (constant\$\$, no growth) - Detail
City of Pahrump Incorporation Feasibility Analysis

Item	Town vs. City Budget		Change
	Town	City	
REVENUES			
PROPERTY TAXES:			
Current Town Rate	2,855,000	2,855,000	
Other Property Tax Revenues			
Shift from County GF for Transferred Service Costs	na	5,818,090	(17)
Shift from County Road Fund for Transferred Service Cost	na	<u>67,244</u>	(8)
Subtotal, Property Taxes	2,855,000	8,740,334	5,885,334
LICENSES AND PERMITS:			
Business Licenses	na (4)	na (4)	
Public Utility Business License	na	na (6)	
Franchise Fees	149,876 (7)	149,876	
Liquor License Fees	10,000	10,000	
Gaming License Fees	240,825	240,825	
Animal Spay and Neutering Fees	na	53,828	(9)
Animal License Fees	na	27,576	(9)
Building Fees	na	250,000	(10)
Planning Fees	na	68,120	(11)
Zoning Fees	<u>na</u>	<u>158,076</u>	(11)
Subtotal, Licenses and Permits	400,701	958,301	557,600
INTERGOVERNMENTAL REVENUES:			
Consolidated Tax (CTX)			
Current Town Share	631,000	631,000	
Shift from County for Transferred Service Costs	na	4,389,085	(18)
Transportation Funds			
RTC (Regional Transportation)	na	675,217	
County Option 1.0 cent	na	168,558	
MVFT (Gas Tax) 1.75 cent	325,000 (3)	330,000 (3)	
MVFT (Gas Tax) - 2.35 cent	na	512,346	
Other (Transfer of 1.75 cent tax to County)	<u>(325,000)</u> (3)	<u>see above</u>	
Subtotal, Transportation	0	1,686,121	
Subtotal, Intergovernmental	631,000	6,706,206	6,075,206
FINES AND FORFEITURES:			
Fines & Fees	50,000	50,000	
Municipal Court Revenues	na	<u>205,519</u>	
Subtotal	50,000	255,519	205,519
MISCELLANEOUS:			
Subtotal	103,355	103,355	0
OTHER	902,304 (19)	902,304 (19)	
TOTAL	4,942,360	17,666,019	12,723,659

Table 1a
Summary of Revenues and Expenditures (constant\$\$, no growth) - Detail
City of Pahrump Incorporation Feasibility Analysis

Item	Town vs. City Budget		Change
	Town	City	
EXPENDITURES			
GENERAL GOVERNMENT:			
Administration	1,179,760	(1) 1,275,631	
Buildings and Grounds	<u>1,401,488</u>	(1) <u>1,401,488</u>	
Subtotal	2,581,248	2,677,119	95,871
JUDICIAL			
Subtotal	<u>na</u>	<u>334,300</u>	
	0	334,300	334,300
PUBLIC SAFETY			
Fire	2,228,789	(1) 2,228,789	
Police	<u>na</u>	<u>8,793,000</u>	
Subtotal	2,228,789	11,021,789	8,793,000
PUBLIC WORKS			
Engineering/Administration		513,558	
Site Development		124,801	
Pahrump Equipment Shop		346,591	
Pahrump Roads	<u>na</u>	(2) <u>1,269,403</u>	
Subtotal	0	2,254,352	2,254,352
BUILDING AND CODE ENFORCEMENT			
Administration and Code Enforcement	<u>na</u>	298,965	
Building Inspection	<u>na</u>	<u>175,000</u>	(10)
Subtotal	0	473,965	473,965
CULTURE AND RECREATION			
Subtotal	28,000	(13) 28,000	0
HEALTH			
Animal Control and Shelter	<u>na</u>	<u>553,923</u>	(9)
Subtotal	0	553,923	553,923
COMMUNITY DEVELOPMENT			
Planning	(4)	<u>na</u>	(5) <u>437,881</u>
Subtotal	0	437,881	437,881
OTHER			
Additional Office Space	<u>na</u>	tbd	
Subtotal	0	0	
OPERATING TRANSFERS OUT			
	104,323	(14) 104,323	(15)
TOTAL EXPENDITURES			
Increased Expenditures Compared to Additional Revenues	4,942,360	(16) 17,885,652	12,943,293
			(219,634)
NET	0	(219,634)	

Notes to Table 1a

- (1) Includes Capital Outlay. Source: M.Sullivan, file: "10_Budget_work_sheets_FY10_052809_D01.xlsx"
- (2) Gas tax revenues currently received by the Town are transferred to the County for road maintenance purposes.
- (3) 1.75 cent fuel tax based on Pahrump FY10 budget; State estimates differ slightly.
- (4) Economic Development and collections clerks costs not shown; assumed offset by business license and room taxes.
- (5) Town provides planning review and recommendations to County.
City planning staff reduced compared to current County staff, based on Fernley staffing and reduced development activity.
- (6) No new franchises assumed (e.g., electric, cable, gas, telephone)
- (7) Franchise fee revenue from Pahrump Valley Disposal franchise agreement.
- (8) Shift of Road Fund tax rate (.005) based on Pahrump a.v./County a.v. (86%)
- (9) Assumes current County animal control costs and revenues attributable predominantly to Pahrump.
- (10) Building Fees from County Budget FY10 allocated proportionate to Pahrump population/County population.
Net Building Fee revenue to City assumes contract with private firm similar to current County contract.
Private contractor assumed to receive average of 70% of building fee revenue.
- (11) Planning and zoning fee revenue proportionate to Pahrump population/County population.
- (12) Muni. Ct. revenues based on Fernley as a % of judicial costs (61%).
- (13) Swimming pool fund (and property tax funding) not included.
- (14) Operating transfers include Cemetery Fund and Ambulance Debt Service.
- (15) No change assumed for new city compared to existing Town.
- (16) Note: FY10 budget included the use of fund balances to fund expenditures shown.
- (17) The shift of property tax from County to new city assumes amount equals 57% of shifted net costs.
The percentage based on property tax as a % of total County property tax and CTX. See Table 2a
- (18) The shift of CTX from County to new city assumes amount equals 43% of shifted net costs.
The percentage based on CTX as a % of total County property tax and CTX. See Table 2a
- (19) Other unreserved funds, carry-forward from prior year, contingencies.
- (20) Inflation factor applied to future years expenditures 2.0% (shown in annual forecast)

**Table 1b
Summary of Revenues and Expenditures (forecast with growth)
City of Pahrump Incorporation Feasibility Analysis**

Item	0	1	2	3
REVENUES				
PROPERTY TAXES:				
Subtotal, Property Taxes	9,042,783	9,406,093	9,829,238	10,316,163
LICENSES AND PERMITS:				
Subtotal, Licenses and Permits	1,009,197	1,037,212	1,071,177	1,099,065
INTERGOVERNMENTAL REVENUES:				
Consolidated Tax (CTX)				
Current Town Share	664,513	682,959	705,323	723,687
Shift from County for Transferred Service Costs	4,622,192	4,750,502	4,906,062	5,033,790
Transportation Funds				
Subtotal, Transportation	1,775,672	1,824,964	1,884,724	1,933,793
Subtotal, Intergovernmental	7,062,376	7,258,426	7,496,109	7,691,270
FINES AND FORFEITURES:				
Subtotal	269,090	276,559	285,616	293,052
MISCELLANEOUS:				
Subtotal	108,844	111,866	115,529	118,537
OTHER	400,000	400,000	200,000	0
TOTAL	17,892,290	18,490,156	18,997,668	19,518,085
EXPENDITURES (1)				
GENERAL GOVERNMENT:				
Administration	1,275,631	1,597,683	1,713,713	1,740,581
Buildings and Grounds	<u>1,401,488</u>	<u>1,429,518</u>	<u>1,458,108</u>	<u>1,487,270</u>
Subtotal	2,677,119	3,027,201	3,171,821	3,227,851
JUDICIAL	334,300	340,986	347,806	354,762
PUBLIC SAFETY	11,021,424	11,232,107	11,447,003	11,666,198
PUBLIC WORKS	2,254,376	2,279,764	2,305,660	2,332,074
BUILDING AND CODE ENFORCEMENT	473,965	483,444	493,113	502,975
CULTURE AND RECREATION	28,000	28,560	29,131	29,714
HEALTH				
Animal Control	553,923	553,923	553,923	553,923
COMMUNITY DEVELOPMENT				
Planning	437,881	446,639	455,572	464,683

Table 1b
Summary of Revenues and Expenditures (forecast with growth)
City of Pahrump Incorporation Feasibility Analysis

Item	0	1	2	3
OTHER Additional Office Space	tbd	tbd	tbd	tbd
OPERATING TRANSFERS OUT	104,323	106,409	108,538	110,708
TOTAL EXPENDITURES Increased Expenditures Compared to Additional Revenues	17,885,311	18,499,034	18,912,567	19,242,888
NET	6,978	(8,878)	85,101	275,197
(1) Inflation factor applied to future years expenditures	2.0%			

Table 2
Summary of Nye County Change in Revenues and Expenditures
City of Pahrump Incorporation Feasibility Analysis

Item	Change to County Rev. or Expend.
REVENUE REDUCTIONS	NC" =No Change
PROPERTY TAXES:	
Shift from County Road Fund for Transferred Service Costs	67,244
LICENSES AND PERMITS:	557,600
INTERGOVERNMENTAL REVENUES (before CTX shift):	
Transportation Funds	1,681,121 (1)
FINES AND FORFEITURES:	(5)
TOTAL REVENUE REDUCTIONS TO COUNTY	2,305,966
<hr/>	
EXPENDITURES FOR SERVICES SHIFTED TO CITY	
GENERAL GOVERNMENT:	NC
JUDICIAL	NC (5)
PUBLIC SAFETY (Sheriff)	8,793,000
PUBLIC WORKS	2,254,352
BUILDING AND CODE ENFORCEMENT	473,965
HEALTH (Animal Control and Shelter)	553,923
COMMUNITY DEVELOPMENT	437,900 (6)
TOTAL EXPENDITURES SHIFTED FROM COUNTY TO CITY	12,513,140
COST REDUCTIONS VS. REVENUE REDUCTIONS (before tax shift)	10,207,175 Net Gain to County
(less) Property Tax Shifted from County to New City	5,818,090 (2)
(less) CTX Shifted from County to New City	<u>4,389,085</u> (3)
Subtotal, Revenue Shifts	10,207,175
NET IMPACT ON COUNTY (after tax shift)	0

(1) See Table 15

(2) The shift of property tax from County to new city assumes 57% of shifted net costs.
The percentage based on property tax as a % of total County property tax and CTX.

(3) The shift of CTX from County to new city assumes amount 43% of shifted net costs.
The percentage based on CTX as a % of total County property tax and CTX.

(4) Includes building, planning and code compliance fees accruing to new city.

(5) Assumes no reduction in current County Justice Court revenues.

(6) County planning staff reduced by cost of new city planning staff or contract, which is about a 55% reduction in current County costs.

Table 2a
Summary of Nye County Change in Revenues and Expenditures - Detail
City of Pahrump Incorporation Feasibility Analysis

Item	Change to County Rev. or Expend.
REVENUE REDUCTIONS	
	NC" =No Change
PROPERTY TAXES:	
Shift from County Road Fund for Transferred Service Costs	67,244
LICENSES AND PERMITS:	
Business Licenses	NC
Public Utility Business License	NC
Franchise Fees	NC
Liquor License Fees	NC
Gaming License Fees	NC
Animal Spay and Neutering Fees	53,828
Animal License Fees	27,576
Building Fees	250,000
Planning Fees	68,120
Zoning Fees	<u>158,076</u>
Subtotal, Licenses and Permits	557,600 (4)
INTERGOVERNMENTAL REVENUES (before CTX shift):	
Transportation Funds	1,681,121 (1)
FINES AND FORFEITURES:	
Municipal Court Revenues	(5)
TOTAL REVENUE REDUCTIONS TO COUNTY	2,305,966

Table 2a
Summary of Nye County Change in Revenues and Expenditures - Detail
City of Pahrump Incorporation Feasibility Analysis

Item	Change to County Rev. or Expend.
EXPENDITURES FOR SERVICES SHIFTED TO CITY	
GENERAL GOVERNMENT:	
Administration	NC
Buildings and Grounds	<u>NC</u>
Subtotal	0
JUDICIAL	
Subtotal	NC 0
PUBLIC SAFETY	
Fire	
Police	<u>8,793,000</u>
Subtotal	8,793,000
PUBLIC WORKS	
Engineering/Administration	513,558
Site Development	124,801
Pahrump Equipment Shop	346,591
Pahrump Roads	<u>1,269,403</u>
Subtotal	2,254,352
BUILDING AND CODE ENFORCEMENT	
Administration and Code Enforcement	
Building Inspection	
Subtotal	473,965
HEALTH	
Animal Control	
Subtotal	553,923
COMMUNITY DEVELOPMENT	
Planning	
Subtotal	437,900 (6)
TOTAL EXPENDITURES SHIFTED FROM COUNTY TO CITY	12,513,140
COST REDUCTIONS VS. REVENUE REDUCTIONS (before tax shift)	10,207,175 Net Gain to County
(less) Property Tax Shifted from County to New City	5,818,090 (2)
(less) CTX Shifted from County to New City	<u>4,389,085</u> (3)
Subtotal, Revenue Shifts	10,207,175
NET IMPACT ON COUNTY (after tax shift)	0

(1) See Table 15

(2) The shift of property tax from County to new city assumes
The percentage based on property tax as a % of total County property tax and CTX.

57% of shifted net costs.

(3) The shift of CTX from County to new city assumes amount
The percentage based on CTX as a % of total County property tax and CTX.

43% of shifted net costs.

(4) Includes building, planning and code compliance fees accruing to new city.

(5) Assumes no reduction in current County Justice Court revenues.

(6) County planning staff reduced by cost of new city planning staff or contract, which is about
a 55% reduction in current County costs.

**Table 3
Municipal Service Providers - Existing and Proposed
City of Pahrump Incorporation Feasibility Analysis**

Service	Current Provider/ Services	Future Services	
		Change to Current Provider	City Responsibility
General Government			
Governing Board	5-member County Commission	County Commission would oversee any contracts for services between the County and the new city	Elected Mayor and City Council - 3 to 5 councilmembers, may be elected at-large or by ward
Administration, legal, personnel and finance services and other overhead	County and Town staff each provide administration and overhead services related to their respective service responsibilities	County will have reduced responsibilities for services to Pahrump, and corresponding reduced admin. and overhead	City will have additional service responsibilities that will incur additional administration. City Clerk position will be required, in addition to additional finance and HR staff
Buildings and Grounds (B&G)	Town	County responsibilities may be reduced depending on buildings and facilities (if any) transferred to new city	City will continue maintenance of Town B&G, and any additional facilities transferred from County
Elections	County	No Change	City Clerk responsible for coordinating city ballot issues and elections with County Clerk
Public Protection			
Court	County responsible for Justice Court	No Change	City will create a municipal court to enforce municipal ordinances (may co-operate with Justice Court)
Law Enforcement	County Sheriff	Feasibility analysis assumes that the new city is responsible for sheri protection, and initially contracts with Sheriff. Other options include a new city department, or a combined city/county "metropolitan" police department	
Fire Protection	Town/Pahrump Valley Fire and Rescue Service	City continues existing fire protection services	
Ambulance	Town	City continues existing ambulance services	
Animal Control	County	County not responsible within Pahrump; may contract to provide services to new city	City responsibility; may contract with County for services, or form new department
Vector Control and Mosquito Abatement		No Change	No city responsibility
Land Use and Planning			
Regulation & Planning Plan Check and Bldg. Inspection Code Enforcement	County	County not responsible within Pahrump; may contract to provide services to new city	City responsibility; may contract with County for services, or form new department
Community Services			
Recreation	Town	No change to existing districts or facilities (pool, arena)	
Local Parks/Other Com'y Facilities	Town		
Library	Pahrump Community Library District	No Change	No city responsibility
Schools	County School District	No Change	No city responsibility

**Table 3
Municipal Service Providers - Existing and Proposed
City of Pahrump Incorporation Feasibility Analysis**

Service	Current Provider/ Services	Future Services	
		Change to Current Provider	City Responsibility
Public Works/Public Utilities			
Admin. and Maintenance of Roads, Signals, Drainage, Other Infrastructure	County (NDOT maintains highways)	County not responsible within Pahrump; may contract to provide services to new city	City responsibility; may contract with County for services, or form new department
Bridges	County (NDOT maintains highways)	No change	No city responsibility
Domestic Water	Various utility providers, in addition to onsite systems	No Change	No city responsibility
Wastewater Collection/Treatment/Disposal	Various utility providers, in addition to onsite systems	No Change	No city responsibility
Solid Waste Collection/Disposal	Pahrump Valley Disposal (private) franchise agreement with Town		City continues existing franchise agreement
	Nye County Landfill	No Change	No city responsibility
Solid Waste Management	County	No Change	No city responsibility
Flood Control & Conveyance Drainage	County		County collaboration with new city
Other Utilitites	Private providers	No Change	City may require/oversee franchise agreements
Other			
Cemetary	Town oversees cemetary		City continues existing services

Source: Economic & Planning Systems

Table 4
City Administration
City of Pahrump Incorporation Feasibility Analysis

Function/ Service	notes	Total Cost Factor	Cost by Position	Cost Inflatior	0	1	2	3
Mayor/Council								
Mayor					1.0	1.0	1.0	1.0
Salaries and Benefits	(1) \$5,000			2.0%	\$5,000	\$5,100	\$5,202	\$5,306
Council Members					5.0	5.0	5.0	5.0
Salaries and Benefits	(1) \$25,000			2.0%	\$25,000	\$25,500	\$26,010	\$26,530
Subtotal, Mayor/Council								
Salaries and Benefits					\$30,000	\$30,600	\$31,212	\$31,836
Services and Supplies	(1) \$10,000			2.0%	\$10,000	\$10,200	\$10,404	\$10,612
Capital Outlay					\$0	\$0	\$0	\$0
Subtotal, Staff & Other Costs					\$40,000	\$40,800	\$41,616	\$42,448
City Manager								
City Manager					1.0	1.0	1.0	1.0
Salaries and Benefits	(2) \$105,000	30%	\$136,500	2.0%	\$136,500	\$139,230	\$142,015	\$144,855
Executive Assistant					1.0	1.0	1.0	1.0
Salaries and Benefits	(3) \$40,000	35%	\$54,000	2.0%	\$54,000	\$55,080	\$56,182	\$57,305
Subtotal, City Manager Staff								
Salaries and Benefits					2.0	2.0	2.0	2.0
Services and Supplies	(18)	5%			\$190,500	\$194,310	\$198,196	\$202,160
Capital Outlay					\$9,525	\$9,716	\$9,910	\$10,108
Subtotal, Staff & Other Costs					\$200,025	\$204,026	\$208,106	\$212,268
Finance								
Director/Treasurer					1.0	1.0	1.0	1.0
Salaries and Benefits	(4) \$98,100	30%	\$127,530	2.0%	\$127,530	\$130,081	\$132,682	\$135,336
Accountant					0.0	1.0	1.0	1.0
Salaries and Benefits	(5) \$48,000	30%	\$62,400	2.0%	\$0	\$63,648	\$64,921	\$66,219
Financial Assistant					1.0	1.0	1.0	1.0
Salaries and Benefits	(6) \$40,800	30%	\$53,040	2.0%	\$53,040	\$54,101	\$55,183	\$56,286
Technical Specialist					0.0	0.5	1.0	1.0
Salaries and Benefits	(7) \$38,400	30%	\$49,920	2.0%	\$0	\$25,459	\$51,937	\$52,976
Business License Tech.					2.0	2.0	2.0	2.0
Salaries and Benefits	(8),(15)	30%	\$0	2.0%	\$0	\$0	\$0	\$0
Subtotal, Finance Staff								
Salaries and Benefits					4.0	5.5	6.0	6.0
Services and Supplies	(19)	13%			\$180,570	\$273,289	\$304,723	\$310,817
Capital Outlay	(19)	3%			\$23,474	\$35,528	\$39,614	\$40,406
Subtotal, Staff & Other Costs					\$5,417	\$8,199	\$9,142	\$9,325
Subtotal, Staff & Other Costs					\$209,461	\$317,015	\$353,478	\$360,548

Table 4
City Administration
City of Pahrump Incorporation Feasibility Analysis

Function/ Service	notes	Total Cost Factor	Cost by Position	Cost inflator				
					0	1	2	3
City Clerk								
City Clerk					1.0	1.0	1.0	1.0
Salaries and Benefits	(9) \$60,000	30%	\$78,000	2.0%	\$78,000	\$79,560	\$81,151	\$82,774
Deputy City Clerk								
Deputy City Clerk					0.0	0.5	1.0	1.0
Salaries and Benefits	(10) \$48,000	30%	\$62,400	2.0%	\$0	\$31,200	\$62,400	\$62,400
Office Assistants								
Office Assistants					0.0	0.5	1.0	1.0
Salaries and Benefits	(11) \$31,100	30%	\$40,430	2.0%	\$0	\$20,215	\$40,430	\$40,430
Subtotal, City Clerk Staff								
Salaries and Benefits					1.0	2.0	3.0	3.0
Services and Supplies	(19)	14%			\$78,000	\$130,975	\$183,981	\$185,604
Capital Outlay		3%			\$10,920	\$18,337	\$25,757	\$25,985
Subtotal, Staff & Other Costs					<u>\$2,340</u>	<u>\$3,929</u>	<u>\$5,519</u>	<u>\$5,568</u>
					\$91,260	\$153,241	\$215,258	\$217,157
City Attorney								
City Attorney/Contract and Outside Counsel					1.0	1.0	1.0	1.0
Salaries and Benefits	(12) \$150,000			2.0%	\$150,000	\$153,000	\$156,060	\$159,181
Human Resources								
Human Resources Coordinator					1.0	1.0	1.0	1.0
Salaries and Benefits	(13) \$64,100	30%	\$83,330	2.0%	\$83,330	\$84,997	\$86,697	\$88,430
Office Assistant					0.0	1.0	1.0	1.0
Salaries and Benefits	(11) \$31,100	30%	\$40,430	2.0%	\$0	\$41,239	\$42,063	\$42,905
Subtotal, Human Resources Staff								
Salaries and Benefits					1.0	2.0	2.0	2.0
Services and Supplies	(19)	10%			\$83,330	\$126,235	\$128,760	\$131,335
Capital Outlay					\$8,333	\$12,624	\$12,876	\$13,134
Subtotal, Staff & Other Costs					\$91,663	\$138,859	\$141,636	\$144,469
Information Technology								
IT Manager					0.0	1.0	1.0	1.0
Salaries and Benefits	(14) \$62,500	30%	\$81,250	2.0%	\$0	\$82,875	\$84,533	\$86,223
IT Specialist					0.5	0.0	0.0	0.0
Salaries and Benefits	(14) \$40,300	30%	\$52,390	2.0%	\$26,195	\$0	\$0	\$0
Subtotal, IT Staff								
Salaries and Benefits					0.5	1.0	1.0	1.0
Services and Supplies	(17)	50%			\$26,195	\$82,875	\$84,533	\$86,223
Capital Outlay	(17)	15%			\$13,098	\$41,438	\$42,266	\$43,112
Subtotal, Staff & Other Costs					<u>\$3,929</u>	<u>\$12,431</u>	<u>\$12,680</u>	<u>\$12,933</u>
					\$43,222	\$136,744	\$139,479	\$142,268
Economic Development								
ComBus&DevSvcMgr	(15)				1.0	1.0	1.0	1.0
Salaries and Benefits		30%	\$0	2.0%	\$0	\$0	\$0	\$0
Subtotal, Economic Development Staff								
Salaries and Benefits					1.0	1.0	1.0	1.0
Services and Supplies	(20)	10%			\$0	\$0	\$0	\$0
Capital Outlay					\$0	\$0	\$0	\$0
Subtotal, Staff & Other Costs					\$0	\$0	\$0	\$0
Total Administrative Staff (excludes mayor and council)								
Salaries and Benefits					10.5	14.5	16.0	16.0
					\$738,595	\$991,284	\$1,087,465	\$1,107,157
Services and Supplies								
					\$75,350	\$127,841	\$140,827	\$143,356
Capital Outlay								
	(21)				\$11,686	\$24,559	\$27,341	\$27,826
Other Costs								
General Insurance	(22) \$200,000			2.0%	\$200,000	\$204,000	\$208,080	\$212,242
Other Costs	(23)				\$250,000	\$250,000	\$250,000	\$250,000
Total Cost					\$1,275,631	\$1,597,683	\$1,713,713	\$1,740,581

Notes to Table 4

- (1) Assumes mayor and council members are not paid, but receive workman's comp; other costs include memberships, conference, subscriptions, etc.
- (2) Current Town manager salary, plus 30% benefits.
- (3) Current Town executive assistant ("max") plus 30% benefits.
- (4) Current Town finance director plus 30% benefits.
- (5) New position, based on low end of Mesquite and Fernley pay range, plus benefits.
- (6) Current Town financial assistant.
- (7) New position, based on Fernley staffing, assume salary at low end of Fernley scale (similar to current Town salary for Bus. License Tech.)
- (8) Current Town positions.
- (9) City Clerk is a new position; salary based on low end of Mesquite, mid-range of Fernley.
- (10) Deputy City Clerk is a new position; salary based on Mesquite.
- (11) Office Assistants are new positions; salary based on low end of Pahrump billing clerk range.
- (12) Legal/Litigation based on Fernley budget.
- (13) Based on existing Town position.
- (14) IT positions based on Mesquite, low end of range. Note: Mesquite has a total of 3 IT positions.
- (15) Based on existing Town position. Note: assumed funded by business license fund.
- (16) Mesquite and Fernley both spend about \$60,000 annually for City Council Services and Supplies.
- (17) IT services and capital based on Mesquite; includes service contracts, computer/copier/telephone maintenance and purchase, etc., as % of staff costs. % is 50% less initially.
- (18) City Manager Services and Supplies based on Mesquite (conference, subscriptions, supplies). Fernley expenditures also includes legal and professional service contracts, printing, etc.
- (19) Based on Mesquite.
- (20) EPS estimate.
- (21) Capital outlay based on current Town budget; does not include expenditures for new facilities.
- (22) Based on Mesquite (\$230,000) adjusted proportionate to new city's budget.
- (23) Other Costs based on Pahrump (added to services and supplies and insurance for \$500,000 total)

Table 5
Current Nye County Sheriff Expenditures in Pahrump (FY2010)
City of Pahrump Incorporation Feasibility Analysis

Item (1)	FTE (2)	Average Salary (1)	Average Benefits (1)	Total Cost per Position	Total Cost	% of Salaries & Benefits
<u>Administration</u>						
Sheriff	1	\$104,058	\$49,599	\$153,657	\$153,657	
Assistant Sheriff	2	\$117,920	\$45,608	\$163,527	<u>\$327,055</u>	
Subtotal					\$480,712	
Services and Supplies	(3)				<u>\$143,250</u>	30%
Total	3				\$623,962	
<u>Admin Support</u>						
Lieutenant, Support/Narcotics	(12)	1	\$98,417	\$47,386	\$145,803	\$145,803
Technical Services Manager	(14)	1	\$75,000	\$25,396	\$100,396	\$100,396
Admin Tech/Grant Admin		1	\$71,625	\$24,253	\$95,878	\$95,878
Administrative Technician	(4)	7.5	\$53,050	\$18,673	\$71,724	\$537,928
Deputy	(5)	2	\$45,634	\$26,429	\$72,063	\$144,126
Evidence & Property Control	(13)	1	\$60,129	\$20,292	\$80,421	\$80,421
Seasonal Workers (21)			\$253	\$26	\$279	<u>\$5,859</u>
Subtotal					\$1,110,410	
Services and Supplies	(3),(8)				<u>\$395,182</u>	36%
Total	13.5				\$1,505,592	
<u>Crime Prevention & DARE</u>						
Deputy (school resource officers)	3	\$62,888	\$31,681	\$94,569	<u>\$283,707</u>	
Subtotal					\$283,707	
Services and Supplies	(3),(8)				<u>\$24,250</u>	9%
Total	3				\$307,957	
<u>Investigations</u>						
Detectives	(6)	8	\$63,251	\$31,791	\$95,042	\$760,332
Lieutenant		1	\$98,417	\$47,386	\$145,803	<u>\$145,803</u>
Subtotal					\$906,135	
Services and Supplies	(3)				<u>\$143,250</u>	16%
Total	9				\$1,049,385	
<u>Communications</u>						
Chief Supervising Dispatcher			\$108,127	\$30,096	\$138,222	\$0
Dispatcher		11	\$49,853	\$17,564	\$67,417	\$741,590
Supervising Dispatcher		1	\$70,054	\$21,623	\$91,677	<u>\$91,677</u>
Subtotal					\$833,266	
Services and Supplies	(9)				<u>\$30,000</u>	4%
Total	12				\$863,266	
<u>Detention</u>						
Deputy		8	\$52,645	\$28,014	\$80,658	\$645,265
Detention Technician		3	\$39,359	\$16,094	\$55,454	\$166,361
Sergeant		2	\$72,869	\$35,231	\$108,100	<u>\$216,199</u>
Subtotal					\$1,027,825	
Services and Supplies	(3)				<u>\$30,000</u>	3%
Total	13				\$1,057,825	
<u>Field Services</u>						
Administrative Captain		1	\$114,217	\$53,461	\$167,678	\$167,678
Deputy	(7)	36	\$53,597	\$28,352	\$81,950	\$2,950,188
Lieutenant		1	\$85,720	\$42,504	\$128,223	\$128,223
Sergeant		5	\$74,360	\$35,742	\$110,102	<u>\$550,509</u>
Subtotal					\$3,796,598	
Services and Supplies	(3)				<u>\$263,800</u>	7%
Total	43				\$4,060,398	
Capital	(10)				<u>\$500,000</u>	
Total	(11)	97			\$9,468,385	
Sworn FTE's		72				

- (1) Position titles and salaries based on table provided by Susan Paprocki, Nye County Finance, 10/12/09, file: "Information requested by Mr. Berkson.xlsx"
- (2) FTE's based on Position Allocations to Pahrump provided by Sheriff DeMeo, 10/9/09, file: "personnel County wide- pahrump.xlsx"
- (3) Services and Supplies budget provided by Sheriff DeMeo, 10/5/09 for Pahrump Budget SCO, file: "PAHRUMP BUDGET SAC.xlsx"
- (4) Includes 0.5 FTE part-time/no benefits, and one radio technician.
- (5) Includes 1 deputy "background/training", and 2 "PT NB OTS Funded" 0.5 FTE each.
- (6) County budget data titles Investigations/Detectives as "Investigators"; this table assumes same salary.
- (7) Includes 33 patrol and 3 Street Crimes deputies.
- (8) 50% of total departmental budget allocated to Pahrump, per Sheriff DeMeo.
- (9) Pods, computers, phones, support, and software (excludes service contracts) per Sheriff DeMeo, 9/24/09, file: "Pahrump Dispatch Center.doc"
- (10) Includes Field Services Vehicle Purchase \$500,000/year per Sheriff DeMeo, 9/24/09, file: "Pahrump Dispatch Center.doc"
note: this cost is slightly higher than \$225,000 (5 vehicles) provided by County Finance Dept.
plus other capital projects of \$ 52,748
see source for Note (1), above (sheet B).
- (11) Note: corresponds approximately to total \$9,493,637 shown in "Pahrump Budget South Area Command" per Sheriff DeMeo, 10/5/09, file: "PAHRUMP BUDGET SAC.xlsx"
- (12) Based on Lieutenant, Investigations, per Finance Dept. (not shown in Sheriff's allocations).
- (13) Position included in Finance Dept. listing, but title does not correspond to Sheriff's allocation list.
- (14) Salary estimate; not included in Finance Dept. listing.

Table 6
City of Pahrump Police Budget
City of Pahrump Incorporation Feasibility Analysis

Function/ Position	notes	Factor	Total Cost by Position	Cost Inflator	Fiscal Year			
					0	1	2	3
Administration								
Sheriff	(1)		50% allocation of County costs		0.5	0.5	0.5	0.5
Salaries and Benefits			\$153,657	2.0%	\$76,828	\$78,365	\$79,932	\$81,531
Assistant Sheriff			50% allocation of County costs		1.0	1.0	1.0	1.0
Salaries and Benefits			\$163,527	2.0%	\$163,527	\$166,798	\$170,134	\$173,537
Subtotal, Salaries and Benefits					\$240,356	\$245,163	\$250,066	\$255,067
Services and Supplies	(2)	30%	\$143,250		\$71,625	\$73,058	\$74,519	\$76,009
Total FTEs					1.5	1.5	1.5	1.5
Total Cost					\$311,981	\$318,220	\$324,585	\$331,077
Admin Support								
Lieutenant, Support/Narcotics					1.0	1.0	1.0	1.0
Salaries and Benefits			\$145,803	2.0%	\$145,803	\$148,719	\$151,693	\$154,727
Technical Services Manager					1.0	1.0	1.0	1.0
Salaries and Benefits			\$100,396	2.0%	\$100,396	\$102,404	\$104,452	\$106,541
Admin Tech/Grant Admin					1.0	1.0	1.0	1.0
Salaries and Benefits			\$95,878	2.0%	\$95,878	\$97,795	\$99,751	\$101,746
Administrative Technician					7.5	7.5	7.5	7.5
Salaries and Benefits			\$71,724	2.0%	\$537,928	\$548,687	\$559,660	\$570,853
Deputy					2.0	2.0	2.0	2.0
Salaries and Benefits			\$72,063	2.0%	\$144,126	\$147,008	\$149,949	\$152,948
Evidence & Property Control			82% allocation of County costs		0.8	0.8	0.8	0.8
Salaries and Benefits			\$80,421	2.0%	\$66,010	\$67,331	\$68,677	\$70,051
Seasonal Workers								
Salaries and Benefits		\$5,859 total	\$279	2.0%	\$5,859	\$5,976	\$6,096	\$6,218
Subtotal, Salaries and Benefits					\$1,096,000	\$1,117,920	\$1,140,278	\$1,163,084
Services and Supplies		36%	\$395,182		\$390,054	\$397,855	\$405,812	\$413,928
Total FTEs					13.3	13.3	13.3	13.3
Total Cost					\$1,486,054	\$1,515,775	\$1,546,090	\$1,577,012
Crime Prevention								
Crime Prevention Deputies					3.0	3.0	3.0	3.0
Salaries and Benefits			\$94,569		\$283,707	\$283,707	\$283,707	\$283,707
Services and Supplies		9%	\$24,250		\$24,250	\$24,250	\$24,250	\$24,250
Total FTEs					3.0	3.0	3.0	3.0
Total Cost					\$307,957	\$307,957	\$307,957	\$307,957
Investigations								
Detectives	(1)				8.0	8.0	8.0	8.0
Salaries and Benefits			\$95,042	2.0%	\$760,332	\$775,539	\$791,050	\$806,871
Lieutenant					1.0	1.0	1.0	1.0
Salaries and Benefits			\$145,803	2.0%	\$145,803	\$148,719	\$151,693	\$154,727
Subtotal, Salaries and Benefits					\$906,135	\$924,258	\$942,743	\$961,598
Services and Supplies	(2)	16%	\$143,250		\$143,250	\$146,115	\$149,037	\$152,018
Total FTEs					9.0	9.0	9.0	9.0
Total Cost					\$1,049,385	\$1,070,373	\$1,091,780	\$1,113,616

Table 6
City of Pahrump Police Budget
City of Pahrump Incorporation Feasibility Analysis

Function/ Position	notes	Factor	Total Cost by Position	Cost Inflator	Fiscal Year			
					0	1	2	3
Communications								
Chief Supervising Dispatcher	(1)	82% allocation of County costs			0.0	0.0	0.0	0.0
Salaries and Benefits			\$138,222	2.0%	\$0	\$0	\$0	\$0
Dispatcher	(1)	82% allocation of County costs			9.0	9.0	9.0	9.0
Salaries and Benefits			\$67,417	2.0%	\$608,708	\$620,882	\$633,300	\$645,965
Supervising Dispatcher		82% allocation of County costs			0.8	0.8	0.8	0.8
Salaries and Benefits			\$91,677	2.0%	\$75,250	\$76,755	\$78,290	\$79,856
Subtotal, Salaries and Benefits					\$683,957	\$697,637	\$711,589	\$725,821
Services and Supplies	(2)	4%	\$30,000		\$24,624	\$25,117	\$25,619	\$26,132
Total FTEs					9.8	9.8	9.8	9.8
Total Cost					\$708,582	\$722,754	\$737,209	\$751,953
Detention								
Deputy	(1)	82% allocation of County costs			6.6	6.6	6.6	6.6
Salaries and Benefits			\$80,658	2.0%	\$529,643	\$540,236	\$551,040	\$562,061
Detention Technician	(1)	82% allocation of County costs			2.5	2.5	2.5	2.5
Salaries and Benefits			\$55,454	2.0%	\$136,552	\$139,283	\$142,068	\$144,910
Sergeant		82% allocation of County costs			1.6	1.6	1.6	1.6
Salaries and Benefits			\$108,100	2.0%	\$177,460	\$181,009	\$184,629	\$188,322
Subtotal, Salaries and Benefits					\$843,654	\$860,527	\$877,738	\$895,292
Services and Supplies	(2)	3%	\$30,000		\$24,624	\$25,117	\$25,619	\$26,132
Total FTEs					10.7	10.7	10.7	10.7
Total Cost					\$868,279	\$885,644	\$903,357	\$921,424
Field Services								
Administrative Captain					1.0	1.0	1.0	1.0
Salaries and Benefits			\$167,678	0.0%	\$167,678	\$167,678	\$167,678	\$167,678
Deputy					36.0	36.0	36.0	36.0
Salaries and Benefits			\$81,950	2.0%	\$2,950,188	\$3,009,192	\$3,069,376	\$3,130,763
Lieutenant					1.0	1.0	1.0	1.0
Salaries and Benefits			\$128,223	2.0%	\$128,223	\$130,788	\$133,404	\$136,072
Sergeant					5.0	5.0	5.0	5.0
Salaries and Benefits			\$110,102	2.0%	\$550,509	\$561,519	\$572,749	\$584,204
Subtotal, Salaries and Benefits					\$3,796,598	\$3,869,177	\$3,943,207	\$4,018,717
Services and Supplies		7%	\$263,800		\$263,800	\$268,843	\$273,987	\$279,234
Total FTEs					43.0	43.0	43.0	43.0
Total Cost					\$4,060,398	\$4,138,020	\$4,217,194	\$4,297,951
Total FTE					90.3	90.3	90.3	90.3
Sworn Officers (included above)					68.5	68.5	68.5	68.5
Total Cost (nominal \$)					\$8,792,636	\$8,958,743	\$9,128,172	\$9,300,989
Vehicle Maintenance	(5)		91,619					
Vehicle Purchase and Fuel	(6)		649,994					
Police Total (nominal \$)					\$8,792,636	\$8,958,743	\$9,128,172	\$9,300,989

Note: Titles and salaries assume contract with County; City department would have similar positions, although with different titles.

(1) Cost by position based on current County salaries and benefits. Number of positions based on current County allocation to Pahrump. See Table 5

(2) Services and Supplies based on current County ratio (Services and Supplies/Salaries and Benefits). See Table 5

(3) Assumes dispatch costs are shared with County; preliminary allocation based on City pop./Cnty pop.

(4) Assumes detention costs are shared with County; preliminary allocation based on City pop./Cnty pop. Actual cost sharing to be negotiated, and may be based on other factors.

Total County population (certified, 2008): 47,370 82% City/County

(5) Vehicle maintenance per Sheriff DeMeo, 10/5/09, avg. for 2008 and 2009 for Pahrump only.

(6) Includes fuel at \$149,994 and vehicle purchase \$500,000 for Pahrump Field Services, calendar year 2008, per Sheriff DeMeo, 9/24/09, "Pahrump Dispatch Center.doc"

Table 7
City of Pahrump Municipal Court Budget
City of Pahrump Incorporation Feasibility Analysis

Function/ Position (1)	notes	Factor	Total Cost by Position	Cost Inflator	Fiscal Year				
					0	1	2	3	4
Judge					1.0	1.0	1.0	1.0	1.0
Salaries and Benefits				2.0%					
Court Clerks					2.5	2.5	2.5	2.5	2.5
Salaries and Benefits				2.0%					
Total Municipal Court Staff					3.5	3.5	3.5	3.5	3.5
Salaries and Benefits			\$299,100	2.0%	\$299,100	\$305,082	\$311,184	\$317,407	\$323,755
Services and Supplies	(2)	11.8%	\$35,200		\$35,200	\$35,904	\$36,622	\$37,355	\$38,102
Capital Outlay									
Total Cost					\$334,300	\$340,986	\$347,806	\$354,762	\$361,857

(1) Positions and Salaries and Benefits based on Mesquite FY10 budget.

(2) Services and Supplies based on based on Mesquite FY10 budget. Includes contract services for prosecutor and public defender, court fees, etc.

Table 8
Current Nye County Public Works Expenditures in Pahrump (FY2010)
City of Pahrump Incorporation Feasibility Analysis

Item (1)	FTE (2)	Average Salary (1)	Average Benefits	Total Cost per Position	Total Cost	% of Salaries & Benefits
<u>Engineering/Administration</u>						
Director	(3) 1	\$122,061	\$34,863	\$156,923	\$156,923	
Engineering Tech III	(4) 1	\$58,509	\$19,524	\$78,033	\$78,033	
Engineering Tech II	(4) 1	\$66,929	\$19,710	\$86,639	\$86,639	
Secretary II	1	\$37,653	\$15,079	\$52,732	\$52,732	
Account Clerk II	(7) 1	\$35,878	\$1,596	\$37,474	\$37,474	
Office Assistant	1	\$28,104	\$12,658	\$40,762	\$40,762	
Subtotal					\$452,564	
Services and Supplies	(5)				\$60,994	13%
Total					\$513,558	
<u>Site Development</u>						
Engineering Tech I	1.5	\$53,585	\$19,735	\$73,319	\$109,979	
Subtotal					\$109,979	
Services and Supplies	(6)				\$14,822	13%
Total					\$124,801	
<u>Pahrump Equipment Shop</u>						
Lead Heavy Equip Mech	1	\$63,375	\$21,871	\$85,247	\$85,247	
Heavy Equip Mechanic	2	\$44,534	\$17,134	\$61,668	\$123,336	
Subtotal					\$208,583	
Services and Supplies					\$138,008	66%
Total					\$346,591	
<u>Pahrump Roads</u>						
District Road Supervisor	1	\$79,867	\$24,483	\$104,350	\$104,350	
Lead Maintenance Worker	2	\$59,787	\$20,654	\$80,441	\$160,881	
Road Maintenance Worker I	(8) 0	\$47,331	\$17,712	\$65,043	\$0	
Road Maintenance Worker II	(9) 1	\$36,233	\$14,014	\$50,247	\$50,247	
Road Maintenance Worker III	(9) 9	\$48,367	\$17,016	\$65,383	\$588,450	
Subtotal					\$903,928	
Services and Supplies					\$365,475	40%
Total					\$1,269,403	
Total Staff					\$1,675,053	
Services and Supplies					\$579,299	
TOTAL					\$2,254,352	

(1) Position titles and salaries based on table provided by Susan Paprocki, Nye County Finance, 10/12/09, file: "Information requested by Mr. Berkson.xlsx", except where noted below.
(2) FTE's based on Staff, by position and Full-Time Equivalents, Serving Pahrump, provided by David Fanning, Interim Director Nye County Public Works, 10/5/09, Enclosure #3.
(3) "Director" position referred to as "Road Superintendent" in Public Works information (Enclosure #3).
(4) Certain positions include greater "longevity pay", resulting in different salaries for similar or lesser positions Engineering Tech III salary based on Public Works information (Enclosure #3).
(5) Estimates from David Fanning, Interim Director Nye County Public Works, 10/5/09, Enclosure #4.
(6) "Other Costs" for Site Development based on Admin/Engineering % of salaries.
(7) No Account Clerk included in Public Works data (Enclosure #3).
Position and salary from Nye County Finance, 10/12/09; funded by Public Improvement Fees, per Enc. #4, Fund 859.
(8) No Road Maintenance Worker I including in Public Works data (Enclosure #3)
(9) Road Maint. II and III salary based on Public Works information (Enclosure #3).

Table 9
City of Pahrump Public Works Budget
City of Pahrump Incorporation Feasibility Analysis

Function/ Position (1)	notes	Factor	Total Cost by Position	Cost Inflator	Fiscal Year			
					0	1	2	3
Engineering/Administration								
Director					1.0	1.0	1.0	1.0
Salaries and Benefits			\$156,923	0.0%	\$156,923	\$156,923	\$156,923	\$156,923
Engineering Tech III					1.0	1.0	1.0	1.0
Salaries and Benefits			\$78,033	0.0%	\$78,033	\$78,033	\$78,033	\$78,033
Engineering Tech II					1.0	1.0	1.0	1.0
Salaries and Benefits			\$86,639	0.0%	\$86,639	\$86,639	\$86,639	\$86,639
Secretary II					1.0	1.0	1.0	1.0
Salaries and Benefits			\$52,732	0.0%	\$52,732	\$52,732	\$52,732	\$52,732
Account Clerk II					1.0	1.0	1.0	1.0
Salaries and Benefits			\$37,474	0.0%	\$37,474	\$37,474	\$37,474	\$37,474
Office Assistant					1.0	1.0	1.0	1.0
Salaries and Benefits			\$40,762	0.0%	\$40,762	\$40,762	\$40,762	\$40,762
Subtotal, Staff					6.0	6.0	6.0	6.0
Salaries and Benefits					\$452,564	\$452,564	\$452,564	\$452,564
Services and Supplies	(2)	13.5%			\$60,994	\$60,994	\$60,994	\$60,994
Total					\$513,558	\$513,558	\$513,558	\$513,558
Site Development								
Engineering Tech I					1.5	1.5	1.5	1.5
Salaries and Benefits			\$73,319	0.0%	\$109,979	\$109,979	\$109,979	\$109,979
Subtotal, Staff					1.5	1.5	1.5	1.5
Salaries and Benefits					\$109,979	\$109,979	\$109,979	\$109,979
Services and Supplies	(2)	13.5%			\$14,822	\$14,822	\$14,822	\$14,822
Total					\$124,801	\$124,801	\$124,801	\$124,801
Pahrump Equipment Shop								
Lead Heavy Equip Mech					1.0	1.0	1.0	1.0
Salaries and Benefits			\$85,247	0.0%	\$85,247	\$85,247	\$85,247	\$85,247
Heavy Equip Mechanic					2.0	2.0	2.0	2.0
Salaries and Benefits			\$61,668	0.0%	\$123,336	\$123,336	\$123,336	\$123,336
Subtotal, Staff					3.0	3.0	3.0	3.0
Salaries and Benefits					\$208,583	\$208,583	\$208,583	\$208,583
Services and Supplies	(2)	66.2%			\$138,008	\$138,008	\$138,008	\$138,008
Total					\$346,591	\$346,591	\$346,591	\$346,591

Table 9
City of Pahrump Public Works Budget
City of Pahrump Incorporation Feasibility Analysis

Function/ Position (1)	notes	Factor	Total Cost by Position	Cost Inflator	Fiscal Year			
					0	1	2	3
Pahrump Roads								
District Road Supervisor					1.0	1.0	1.0	1.0
Salaries and Benefits			\$104,350	2.0%	\$104,350	\$106,436	\$108,565	\$110,737
Lead Maintenance Worker					2.0	2.0	2.0	2.0
Salaries and Benefits			\$80,441	2.0%	\$160,881	\$164,099	\$167,381	\$170,728
Road Maintenance Worker I					0.0	0.0	0.0	0.0
Salaries and Benefits			\$65,043	2.0%	\$0	\$0	\$0	\$0
Road Maintenance Worker II					1.0	1.0	1.0	1.0
Salaries and Benefits			\$50,247	2.0%	\$50,247	\$51,252	\$52,277	\$53,323
Road Maintenance Worker III					9.0	9.0	9.0	9.0
Salaries and Benefits			\$65,383	2.0%	\$588,450	\$600,219	\$612,223	\$624,468
Subtotal, Staff					13.0	13.0	13.0	13.0
Salaries and Benefits					\$903,928	\$922,006	\$940,446	\$959,255
Services and Supplies	(2)	40.4%			\$365,475	\$372,785	\$380,240	\$387,845
Total					\$1,269,403	\$1,294,791	\$1,320,686	\$1,347,100
Total Staff					23.5	23.5	23.5	23.5
Salaries and Benefits					\$1,675,053	\$1,693,132	\$1,711,572	\$1,730,381
Services and Supplies					\$579,299	\$586,609	\$594,065	\$601,669
TOTAL, Public Works					2,254,376	2,279,764	2,305,660	2,332,074

(1) Cost by position based on current County salaries and benefits. Number of positions based on current County allocation to Pahrump. See Table 8

(2) Services and Supplies based on current County budget. See Table 8

Table 10
Current Nye County Planning and Code Compliance Expenditures in Pahrump (FY2010)
City of Pahrump Incorporation Feasibility Analysis

Item (1)	FTE (1)	Average Salary	Average Benefits	Total Cost per Position	Total Cost	% of Salaries & Benefits
Planning						
Director	1	\$106,969	\$31,409	\$138,378	\$138,378	
Principal Planner	2	\$66,627	\$19,216	\$85,843	\$171,687	
Planner I	2	\$56,174	\$20,414	\$76,588	\$153,176	
Planning Tech I	1	\$44,616	\$16,568	\$61,185	\$61,185	
Counter Technician	2	\$39,811	\$12,703	\$52,514	\$105,028	
Administrative Secretary	1	\$46,535	\$16,997	\$63,531	\$63,531	
Secretary I	<u>1</u>	<u>\$32,668</u>	<u>\$13,688</u>	<u>\$46,356</u>	<u>\$46,356</u>	
Subtotal	9				\$739,340	
Services and Supplies (2)					<u>\$70,668</u>	9.6%
Total					\$810,008	
Code Compliance						
Code Compliance Officer	1	\$47,066	\$18,727	\$65,793	\$65,793	
Mgr. of Bldg. Safety and CC	1	87,168	28,395	115,563	115,563	
Office Assistant	1	26,544	12,317	38,861	38,861	
Secretary III	<u>1</u>	<u>37,460</u>	<u>15,205</u>	<u>52,665</u>	<u>52,665</u>	
Subtotal	4				\$272,882	
Services and Supplies (2)					<u>\$26,083</u>	9.6%
Total					\$298,965	

(1) Position titles and salaries based on table provided by Susan Paprocki, Nye County Finance, 10/12/09, file: "Information requested by Mr. Berkson.xlsx", except where noted below.

(2) Services and Supplies based on Countywide % relative to Salaries and Benefits
 FY10 Adopted, Sched. B, pg. 13, Form 10:

Salaries	627,440
Benefits	<u>205,916</u>
Subtotal	833,356
Services and Supplies	79,654
% of Salaries and Benefits	9.6%

Table 11
City of Pahrump Planning Budget
City of Pahrump Incorporation Feasibility Analysis

Function/ Position (1)	notes	Factor	Total Cost by Position	Cost Inflator	Fiscal Year			
					0	1	2	3
Director					1.0	1.0	1.0	1.0
Salaries and Benefits			\$138,378	2.0%	\$138,378	\$141,145	\$143,968	\$146,847
Principal Planner					1.0	1.0	1.0	1.0
Salaries and Benefits			\$85,843	2.0%	\$85,843	\$87,560	\$89,311	\$91,098
Planner I					1.0	1.0	1.0	1.0
Salaries and Benefits			\$76,588	2.0%	\$76,588	\$78,120	\$79,682	\$81,276
Planning Tech I					0.0	0.0	0.0	0.0
Salaries and Benefits			\$61,185	2.0%	\$0	\$0	\$0	\$0
Counter Technician					1.0	1.0	1.0	1.0
Salaries and Benefits			\$52,514	2.0%	\$52,514	\$53,564	\$54,636	\$55,728
Administrative Secretary					0.0	0.0	0.0	0.0
Salaries and Benefits			\$63,531	2.0%	\$0	\$0	\$0	\$0
Secretary I					1.0	1.0	1.0	1.0
Salaries and Benefits			\$46,356	2.0%	\$46,356	\$47,283	\$48,229	\$49,194
Total Planning Staff					5.0	5.0	5.0	5.0
Salaries and Benefits					\$399,679	\$407,673	\$415,826	\$424,143
Services and Supplies	(2)	9.6%			\$38,202	\$38,966	\$39,746	\$40,540
Capital Outlay								
Total Cost					\$437,881	\$446,639	\$455,572	\$464,683

(1) Cost by position based on current County salaries and benefits. Number of positions based on current County allocation to Pahrump. See Table 10

(2) Services and Supplies based on current County budget. See Table 10

Table 12

City of Pahrump Code Enforcement Department Budget
 City of Pahrump Incorporation Feasibility Analysis

Function/ Position (1)	notes	Factor	Total Cost by Position	Cost Inflator	Fiscal Year			
					0	1	2	3
Code Enforcement								
Manager of Bldg. Safety and Code Compliance					1.0	1.0	1.0	1.0
Salaries and Benefits			\$115,563	2.0%	\$115,563	\$117,874	\$120,232	\$122,636
Code Compliance Officer					1.0	1.0	1.0	1.0
Salaries and Benefits			\$65,793	2.0%	\$65,793	\$67,109	\$68,451	\$69,820
Secretary III					1.0	1.0	1.0	1.0
Salaries and Benefits			\$52,665	2.0%	\$52,665	\$53,718	\$54,793	\$55,889
Office Assistant					1.0	1.0	1.0	1.0
Salaries and Benefits			\$38,861	2.0%	\$38,861	\$39,638	\$40,431	\$41,240
Total Staff					4.0	4.0	4.0	4.0
Salaries and Benefits					\$272,882	\$278,340	\$283,906	\$289,585
Services and Supplies	(2)	9.6%			\$26,083	\$26,604	\$27,136	\$27,679
Capital Outlay								
Total Cost					\$298,965	\$304,944	\$311,043	\$317,264
Building Inspection (assumes contract with private firm)								
Fee Revenue	(3)		\$250,000	2.0%	\$250,000	\$255,000	\$260,100	\$265,302
Payments to Contractor	(4)	70%	\$175,000		\$175,000	\$178,500	\$182,070	\$185,711
Net Revenue to New City			\$75,000		\$75,000	\$75,000	\$75,000	\$75,000

(1) Cost by position based on current County salaries and benefits. Number of positions based on current County allocation to Pahrump. See Table 10

(2) Services and Supplies based on current County budget. See Table 10

(3) FY09 fees (\$485,000 per Lisa Whitt, Building and Safety Dept.) reduced 50% based on current FY10 to-date.

Net Building Fee revenue to City assumes contract with private firm similar to current County contract.

(4) Private contractor assumed to receive average of 70% of building fee revenue, per contract and avg. monthly fees.

Amount paid is unavailable due to confidentiality restrictions.

% paid will vary depending on monthly fee collections.

Table 13

City of Pahrump Animal Control Department Budget
 City of Pahrump Incorporation Feasibility Analysis

Function/ Position (1)	notes	Factor	Total Cost by Position	Cost Inflator	Fiscal Year			
					0	1	2	3
Animal Control								
Animal Control Supervisor					1.0	1.0	1.0	1.0
Salaries and Benefits			\$77,381	2.0%	\$77,381	\$77,381	\$77,381	\$77,381
Animal Control Officer					1.0	1.0	1.0	1.0
Salaries and Benefits			\$63,504	2.0%	\$63,504	\$63,504	\$63,504	\$63,504
Secretary III					0.0	0.0	0.0	0.0
Salaries and Benefits				2.0%	\$0	\$0	\$0	\$0
Office Assistant					0.0	0.0	0.0	0.0
Salaries and Benefits				2.0%	\$0	\$0	\$0	\$0
Total Staff					2.0	2.0	2.0	2.0
Salaries and Benefits					\$140,885	\$140,885	\$140,885	\$140,885
Services and Supplies	(2)	58.3%			\$82,110	\$82,110	\$82,110	\$82,110
Capital Outlay								
Total Cost					\$222,995	\$222,995	\$222,995	\$222,995
Animal Shelter								
Animal Shelter Supervisor					1.0	1.0	1.0	1.0
Salaries and Benefits			\$72,678	2.0%	\$72,678	\$72,678	\$72,678	\$72,678
Kennei Assistant					2.0	2.0	2.0	2.0
Salaries and Benefits			\$42,416	2.0%	\$84,832	\$84,832	\$84,832	\$84,832
Secretary III					0.0	0.0	0.0	0.0
Salaries and Benefits				2.0%	\$0	\$0	\$0	\$0
Office Assistant					1.0	1.0	1.0	1.0
Salaries and Benefits			\$51,565	2.0%	\$51,565	\$51,565	\$51,565	\$51,565
Total Staff					4.0	4.0	4.0	4.0
Salaries and Benefits					\$209,075	\$209,075	\$209,075	\$209,075
Services and Supplies	(2)	58.3%			\$121,853	\$121,853	\$121,853	\$121,853
Capital Outlay								
Total Cost					\$330,928	\$330,928	\$330,928	\$330,928
TOTAL Animal Control and Shelter					\$553,923	\$553,923	\$553,923	\$553,923

(1) Position titles and salaries based on table provided by Susan Paprocki, Nye County Finance, 12/4/09, file: "Information requested by Mr. Berkson 12.4.09.xlsx".

(2) Services and Supplies based on current County budget. 58%

(3) Bldg. fees from County Budget FY10 allocated proportionate to Pahrump pop./County pop.

Net Building Fee revenue to City assumes contract with private firm similar to current County contract.

(4) Private contractor assumed to receive average of 70% of building fee revenue.

Amount paid is unavailable due to confidentiality restrictions.

% paid will vary depending on monthly fee collections.

Table 14a
Property Tax Estimates
City of Pahrump Incorporation Feasibility Analysis

Item	not	Existing Town			New City FY12-13	FY13-14	FY14-15
		FY09-10	FY10-11	FY11-12			
Residential Value							
Start-of-Year Assessed Value	0.35	\$750,658,728	750,658,728	757,658,728	779,375,315	816,597,022	866,578,687
Start-of-Year Residential Value		\$2,144,739,223	\$2,144,739,223	\$2,164,739,223	\$2,226,786,615	\$2,333,134,347	\$2,475,939,106
Market Value Rate of Growth		0.0%	0.0%	1.0%	2.0%	2.5%	2.5%
Market Value Growth		\$0	\$0	\$21,647,392	\$44,535,732	\$58,328,359	\$61,898,478
Market Value, End of Year		\$2,144,739,223	\$2,144,739,223	\$2,186,386,615	\$2,271,322,347	\$2,391,462,706	\$2,537,837,584
Assessed Value, End of Year	35%	\$750,658,728	\$750,658,728	\$765,235,315	\$794,962,822	\$837,011,947	\$888,243,154
New Residential Units		0	100	200	300	400	500
Avg. Market Value	\$200,000	\$200,000	\$200,000	\$202,000	\$206,040	\$211,191	\$216,471
New Market Value Added		\$0	\$20,000,000	\$40,400,000	\$61,812,000	\$84,476,400	\$108,235,388
Commercial/Ind'l Value							
Start-of-Year Assessed Value	0.35	\$150,017,244	150,017,244	150,166,217	151,968,803	155,468,594	159,204,129
Start-of-Year Commercial Value		\$428,620,697	\$428,620,697	\$429,046,333	\$434,196,581	\$444,195,982	\$454,868,941
Market Value Rate of Growth		0.0%	0.0%	1.0%	2.0%	2.0%	2.0%
Market Value Growth		\$0	\$0	\$4,290,463	\$8,683,932	\$8,883,920	\$9,097,379
Market Value, End of Year		\$428,620,697	\$428,620,697	\$433,336,796	\$442,880,512	\$453,079,902	\$463,966,320
Assessed Value, End of Year	35%	\$150,017,244	\$150,017,244	\$151,667,879	\$155,008,179	\$158,577,966	\$162,388,212
New Commercial/Industrial Sq.Ft.		0	4,256	8,513	12,769	17,025	21,282
Avg. Market Value (per sq.ft.)	\$100	\$100	\$100	\$101	\$103	\$105	\$107
New Market Value Added		\$0	\$425,636	\$859,784	\$1,315,470	\$1,789,039	\$2,281,025
Other Value							
Start-of-Year Assessed Value	0.35	\$640,513,192	640,513,192	640,513,192	646,918,324	659,856,690	673,053,824
Start-of-Year Other Value		\$1,830,037,691	\$1,830,037,691	\$1,830,037,691	\$1,848,338,068	\$1,885,304,830	\$1,923,010,926
Market Value Rate of Growth		0.0%	0.0%	1.0%	2.0%	2.0%	2.0%
Market Value Growth		\$0	\$0	\$18,300,377	\$36,966,761	\$37,706,097	\$38,460,219
Market Value, End of Year		\$1,830,037,691	\$1,830,037,691	\$1,848,338,068	\$1,885,304,830	\$1,923,010,926	\$1,961,471,145
Assessed Value, End of Year	35%	\$640,513,192	\$640,513,192	\$646,918,324	\$659,856,690	\$673,053,824	\$686,514,901
New Other Sq.Ft.		0	0	0	0	0	0
Avg. Market Value (per sq.ft.)	\$100	\$100	\$100	\$101	\$103	\$105	\$107
New Market Value Added		\$0	\$0	\$0	\$0	\$0	\$0
Total Value							
End of Year Assessed Value		\$1,541,189,164	\$1,541,189,164	\$1,563,821,518	\$1,609,827,691	\$1,668,643,737	\$1,737,146,267

Table 14a
Property Tax Estimates
City of Pahrump Incorporation Feasibility Analysis

<u>Property Taxes</u>							
Tax Rate:							
Existing Town Rate (FY10)	0.2402	0.2402	0.2402	0.2402	0.2402	0.2402	0.2402
Shift from County for Transferred Service Costs				0.3775			
Other Increases							
Total	0.2402	0.2402	0.2402	0.6177	0.6177	0.6177	0.6177
Allowed A.V. Revenue Base	\$3,701,936	\$3,701,936	\$3,756,299	\$3,866,806	\$4,008,082	\$4,172,625	
Change from prior yr		0.0%	1.5%	2.9%	3.7%	4.1%	
<u>Residential</u>							
Existing Residential A.V. (end of yr)	\$750,658,728	\$750,658,728	\$765,235,315	\$794,962,822	\$837,011,947	\$888,243,154	
Allowed A.V. Revenue Base	\$1,803,082	\$1,803,082	\$1,838,095	\$4,910,537	\$5,170,277	\$5,486,736	
Rate of Change	0.0%	0.0%	1.0%	2.0%	2.5%	2.5%	
Rate of Change in excess of cap	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Change in excess of cap	-	-	-	-	-	-	
(less) Abatements	\$0	\$0	\$0	\$0	\$0	\$0	
Revenue Net of Abatements	\$1,803,082	\$1,803,082	\$1,838,095	\$4,910,537	\$5,170,277	\$5,486,736	
<u>Commercial/Industrial</u>							
Existing Comm'l/Ind'l A.V. (end of yr)	\$150,017,244	\$150,017,244	\$151,667,879	\$155,008,179	\$158,577,966	\$162,388,212	
Allowed A.V. Revenue Base	\$360,341	\$360,341	\$364,306	\$957,496	\$979,546	\$1,003,083	
Rate of Change	0.0%	0.0%	1.0%	2.0%	2.0%	2.0%	
Rate of Change in excess of cap	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Change in excess of cap	-	-	-	-	-	-	
(less) Abatements	\$0	\$0	\$0	\$0	\$0	\$0	
Revenue Net of Abatements	\$360,341	\$360,341	\$364,306	\$957,496	\$979,546	\$1,003,083	
<u>Other</u>							
Existing Other A.V. (end of yr)	\$640,513,192	\$640,513,192	\$646,918,324	\$659,856,690	\$673,053,824	\$686,514,901	
Allowed A.V. Revenue Base	\$1,538,513	\$1,538,513	\$1,553,898	\$4,075,978	\$4,157,497	\$4,240,647	
Rate of Change	0.0%	0.0%	1.0%	2.0%	2.0%	2.0%	
Rate of Change in excess of cap	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Change in excess of cap	-	-	-	-	-	-	
(less) Abatements	\$0	\$0	\$0	\$0	\$0	\$0	
Revenue Net of Abatements	\$1,538,513	\$1,538,513	\$1,553,898	\$4,075,978	\$4,157,497	\$4,240,647	
Total Allowed A.V. Revenue Base	\$3,701,936	\$3,701,936	\$3,756,299	\$9,944,011	\$10,307,321	\$10,730,466	
(less) accrued abatements	(\$721,228)	(\$721,228)	(\$721,228)	(\$721,228)	(\$721,228)	(\$721,228)	
(less) current yr abatements	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal, Abatements (1)	(\$721,228)	(\$721,228)	(\$721,228)	(\$721,228)	(\$721,228)	(\$721,228)	
Subtotal, after Abatements	\$2,980,708	\$2,980,708	\$3,035,071	\$9,222,783	\$9,586,093	\$10,009,238	
	(\$180,000)	(\$180,000)	(\$180,000)	(\$180,000)	(\$180,000)	(\$180,000)	
TOTAL (2)	2,800,708	2,800,708	2,855,071	9,042,783	9,406,093	9,829,238	

(1) Subtotal of abatements for FY10 correspond to Town budget (Schedule S-3).
(2) Adjustments to provide conservative estimate reflecting potential continued declines in assessed value.
(3) Required property tax shift from County: \$5,818,090 See Table 2a

Table 14b
Estimate of Impact on County and Pahrump Tax Rates
City of Pahrump Incorporation Feasibility Analysis

Town's Allowed Revenue Base		\$3,700,000
Increase from transferred County Revenue		\$5,818,090
Increase in current Town rate to equal required \$:		157%
Current Town Rate		0.2402
Addition to Town Rate	157%	<u>0.3775</u>
		0.6177
County General Fund Rate		0.9947
County property tax (net of abatements)		\$20,932,765 FY10 Budget Schedule S-3
Property Tax shift to new city		\$5,818,090
% reduction in property tax		-27.8%
Current County GF rate		0.9947
Reduction in factor		-0.2765
New County factor		0.7182
Increase in City factor vs. County reduction		0.1010
Current cumulative factor in Pahrump		<u>2.8171</u>
		2.9181
% increase		3.6%

Table 15
Summary of Motor Vehicle Fuel Taxes and Other Road-Related Revenues
City of Pahrump Incorporation Feasibility Analysis

	Rate		NRS	Town of Pahrump	FY10 Nye County	Est'd City of Pahrump	Nye County Net of City
Public Mass Transportation	0.25 percent		NRS 377A		\$ 1,166,720 (1)	-	\$ 1,166,720
Fuel Taxes							
County Option (RTC)	4.00 cents/gal.		NRS 373.030, .080	na	815,228 (2,8)	675,217	140,011
County Option 1	1.00 cent/gal.		NRS 365.192, .196	na	205,355 (3)	168,558	36,797
MV Fuel Tax	1.25 cents/gal.		NRS 365.180, .550	na	846,144 (4)	-	846,144
MV Fuel Tax	1.75 cents/gal.		NRS 365.190, .560	325,000 #	32,928 (5,7)	325,000	32,928
MV Fuel Tax	2.35 cents/gal.		NRS 365.180, .550	na	1,590,756 (6,7)	512,346	1,078,410
Subtotal, Fuel Taxes					\$ 3,490,411	\$ 1,681,121	\$ 2,134,290
Impact of City Incorporation on County Fuel Taxes (includes loss of 1.75 cent tax transfer)							(1,681,121)

- (1) County Budget labels this "1/4 cent Public Transit" (Spec. Rev. Fund 208). Sales tax distributed back to County of collection.
- (2) County Fund 212. Incorporated cities receive allocation based on a.v./County a.v. (\$1,667,106,471/\$2,012,794,024) = 82.83 %
- (3) County Fund 205. City allocation per population/County pop. (38,882/47,370) = 82.08%.
- (4) County Fund 205. No pass-through's to cities. County allocations weighted by miles and pop, adjusted for "excess" revenues.
- (5) Pahrump returns funds to County via IGA. Cities and towns receive shares relative to a.v./County a.v.
- (6) Allocations to cities based on formula weighted 1/4 on Total Area, 1/4 on Population, 1/4 on Road Mileage, 1/4 on Vehicle Miles Traveled; adjusted for "excess" revenues.
- (7) Distributions reduced by 2% for dealer discounts, other allocations and admin. charges.
- (8) Distributions reduced by 2.5% for dealer discounts, other allocations and admin. charges.
- (9) Fuel tax estimate per Town budget; State projections differ slightly.

Table 16
2.35 Cent Motor Vehicle Fuel Tax
City of Pahrump Incorporation Feasibility Analysis

Entity	Area (Sq. Mile)	Percent of Total	Final Population	Percent of Total	Road and Street Mileage	Percent of Total	Annual Vehicle Miles	Percent of Total	Average Percent	Projected Revenue for Fiscal Year 2009- 2010
Nye County	17,735	98%	9,370	20%	1,880	70%	70,050,849	83%	68%	\$1,078,410
Pahrump	365	2%	38,000	80%	795	30%	14,237,270	17%	32%	\$512,346
Total, County	18,100	100%	47,370	100%	2,675	100%	84,288,119	100%	100%	\$1,590,756

(1) Swirczek, Jodi, Nevada Dept. of Transportation, 10/21/09.

INTERLOCAL COOPERATION ACT
BETWEEN NYE COUNTY
AND THE CITY OF PAHRUMP
TO PROVIDE LAW ENFORCEMENT AND
PUBLIC SAFETY SERVICES

THIS AGREEMENT ("Agreement") is entered into between NYE COUNTY, a political subdivision of the State of Nevada (herein referred to as "COUNTY"), and the CITY OF PAHRUMP, a municipal corporation of the State of NEVADA (herein referred to as "CITY"), effective as of JULY __, 2013, and is applicable to all property located within the municipal boundaries of the CITY, as the boundaries may be changed from time to time ("Incorporated Area"). The NYE COUNTY SHERIFF, an elected official of the COUNTY ("SHERIFF"), is also a party to this Agreement only for the purposes of fulfilling those obligations imposed directly on the SHERIFF under this Agreement.

WHEREAS, the CITY incorporated in JULY 2013 within an area which was previously unincorporated NYE County; and

WHEREAS, on or about JULY 1, 2013, the CITY and the COUNTY entered into an interlocal cooperation act whereby the COUNTY agreed to provide certain municipal services to the CITY through JUNE 30, 2014 ("ICA")(applies to later year ICAs)

: WHEREAS, the relationship between the Parties has continued in effect since the date of the original and subsequent IGAs until the present: and

WHEREAS, the CITY has determined that it is in the CITY's interest to continue to contract with the COUNTY to provide law enforcement and public safety services for the term set forth herein; and

WHEREAS, the COUNTY, through the SHERIFF's Office, is" capable of continuing to provide law enforcement and public safety services to the CITY; and

WHEREAS, the Parties are authorized by Nevada Revised Statute 277.080 through 277,180 to cooperate and contract with each other to provide any function, service or facility lawfully authorized to each.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as-follows:

SECTION 1. PURPOSE -PROVISION OF SERVICES AND COOPERATION.

The purposes of this Agreement are to:

- Memorialize the agreement between the CITY and the COUNTY for the provision of certain services by the COUNTY, through its SHERIFF's Office, to the CITY and its residents in the Incorporated Area. The services to be provided hereunder are law enforcement, public safety and related services as more fully described in Exhibit A ("Services"). Additional Services may be added to this Agreement by written amendment or memorandum of understanding signed by both the CITY and the COUNTY.

- Memorialize the agreement between the Parties to cooperate and coordinate at all times to ensure that the development and implementation of the policies of any Party which relate to law enforcement, public safety, community outreach and budgeting or any Services contemplated by this Agreement are undertaken with input and consideration of the effect of such policy on all other Parties.
- Memorialize the agreement between the Parties that each Party will take an active role in seeking the input of the other Parties prior to adopting or implementing any such policy which relates to law enforcement, public safety, community outreach and budgeting or any of the Services contemplated by this Agreement.

SECTION 2. EXHIBITS.

Exhibits referenced herein shall be incorporated into this Agreement for all purposes. Exhibits C, D and E of this Agreement shall be replaced annually and incorporated into this Agreement by adoption of such annually amended Exhibits' C, D and E by resolution or such other formal action of the CITY Council and the COUNTY Board of County Commissioners.

SECTION 3. DEFINITIONS.

3.1 "All Hazards/Disaster/Emergency" shall mean any exceptional (statistically rare) or unforeseen incident or situation, natural or manmade, accidental or criminal, that produces serious local impacts upon the community and threatens the safety of people and property and warrants responsive action to protect life, property, environment, public health or safety and to minimize disruptions of government, social or economic activities and that requires stepped up capacity and capability to meet expected outcomes and which may require outside assistance from other jurisdictions and levels of government.

3.2 "CITY Primary Representative" shall mean the CITY Manager or his or her designee.

3.3 "COUNTY Primary Representative" shall mean the SHERIFF or his or her designee.

3.4 "Incorporated Area" shall have the meaning set forth in the opening recital of this Agreement.

3.5 "Key Personnel" shall mean those SHERIFF's Office employees in executive command staff at the level of Bureau Chief or above who are acting as representatives to the CITY in the provision of Services under this Agreement.

3.6 "Parties" or, individually, "Party" shall mean all or any of the COUNTY, the CITY and, only for the purpose of those provisions which place a direct obligation on the SHERIFF, the SHERIFF.

3.7 "Risk Sharing Costs" shall have the definition set forth in Section 11 and Exhibit E.

3.8 "Services" shall have the definition set forth in Section 1 and Exhibit A.

3.9 "Significant Criminal Occurrence or Incidents" include violent crimes against a person such as first degree assault or homicide, large fires or multi-car motor vehicle accidents involving significant injury or death, or other crimes of significant public interest or issues significantly affecting the CITY.

3.10 "Total Annual Fees" shall mean the amount set forth on the last line of Exhibit D under the heading "Grand Total", which shall include the Risk Sharing Costs amount set forth on Exhibit E or the amount shown on the CITY's annually adopted budget for the following year, whichever is lower, as each shall be revised annually for each year of Services to be provided

for the term of and in accordance with this Agreement. Total Annual Fees shall exclude in accordance with this Agreement for managing and intervening in any All Hazards amounts paid by the CITY for costs incurred by the COUNTY and reimbursed by the CITY in /Disaster/Emergency.

SECTION 4. COUNTY AND CITY COORDINATION.

4.1 Representatives

4.1.1 CITY Representatives. The CITY Primary Representative shall be the point of contact for all monthly reports, work orders and amendments to this Agreement in the agreed-upon format between the COUNTY and CITY. The CITY Finance Director shall serve as the CITY's representative for all invoices.

4.1.2 COUNTY Representatives. The COUNTY Primary Representative shall serve as the point of contact for all Service matters and amendments to this Agreement. The SHERIFF may appoint an additional representative to serve as a representative and point of contact to the CITY for the purposes of incident and monthly reporting and other matters related to the Services to be provided under this Agreement. The COUNTY Finance Director shall serve as the COUNTY'S representative for all invoices, and the COUNTY'S Special Assistant to the Board of County Commissioners shall serve as the COUNTY's representative for amendments to this Agreement. The COUNTY Board of County Commissioners shall designate a COUNTY liaison to coordinate all communications between the Parties concerning matters not specifically covered by the representation described above.

4.1.3 Notification of Changes in Representatives. In the event that either a COUNTY or a CITY designated representative is changed or replaced, the Parties shall notify the other in writing of such change.

4.2 Representatives Meetings

4.2.1 Regular Meetings. CITY and COUNTY Primary Representatives shall meet together no less than once a month to review performance compliance with this Agreement. The frequency of such meetings may be altered by mutual agreement of the two representatives.

4.2.2 Schedule of Meetings. Such time and regular place for the regular meetings shall be scheduled at the initial meeting within the first month following execution of this Agreement. Modifications to the scheduled meetings may occur upon agreement of the CITY and the COUNTY Primary Representatives.

4.2.3 Responsibility for Scheduling. The CITY and the COUNTY Primary Representatives shall each alternately be responsible for ensuring that the regular meetings are held.

4.3 Reporting

4.3.1 Significant Occurrences. The SHERIFF or his or her designee will notify the City Manager and Mayor or the CITY's designee in the event of a Significant Criminal Occurrence or Incident within the CITY.

4.3.2 Report Format. The COUNTY will report monthly on criminal activity and on Services provided under this Agreement. The format for the reporting required hereunder shall be as mutually agreed upon by the CITY and by the COUNTY Primary

Representatives at the first regular meeting following execution of this Agreement. Any changes in the report format shall be mutually agreed upon in the same manner. The COUNTY agrees to fulfill any additional, reasonable reporting requests made by the City Council through the Primary Representative in accordance with the provisions of Exhibit B, Paragraph B.

4.4 Key Personnel

4.4.1 Vacancies in Key Personnel. The SHERIFF shall notify the CITY in writing immediately of any vacancies in any Key Personnel position. As soon as practicable after becoming aware of a vacancy or pending vacancy in a Key Personnel position, the CITY, through its Primary Representative, may provide the SHERIFF with input concerning the qualifications and characteristics desired by the CITY in filling such position. Nothing in this Section shall be construed to abrogate in whole or in part the right of the SHERIFF to hire, discipline, fire, assign or otherwise manage his or her workforce.

4.4.2 Personnel Issues. The CITY shall notify the SHERIFF should any personnel problem arise with regard to any personnel performing Services under this Agreement. The notification shall include the known facts which give rise to the problem, and may include a request by the CITY that the SHERIFF transfer or otherwise reassign such employee out of service to the CITY when such employee is failing to effectively perform Services hereunder. The SHERIFF may address the problem within the requirements of the law and the SHERIFF's policies and may, if the situation warrants in the SHERIFF's sole discretion, reassign such employee or take other appropriate action. Nothing in this Section shall be construed to abrogate in whole or in part the right of the SHERIFF to hire, discipline, fire, assign or otherwise manage his or her workforce. To the extent legally permissible, the SHERIFF shall provide the CITY Manager with a report outlining the actions taken, if any, by the SHERIFF to redress the personnel problem.

4.4.3 Internal Investigations In the event that COUNTY personnel performing Services hereunder are involved in an incident for which an internal investigations complaint is received, such complaint shall be investigated according to then -current SHERIFF's policies. To the extent legally permissible, the COUNTY Primary Representative shall notify the CITY Manager of the complaint and status of the investigation as soon as practical. To the extent legally permissible, the notice shall provide the CITY with sufficient detail to allow the CITY to render decisions about potential CITY liability or risk associated with the incident. Nothing in this Section shall be construed to abrogate in whole or in part the right of the Sheriff to hire, discipline, fire, assign or otherwise manage his or her workforce.

4.5 Key Subcontractors. The CITY may provide input to the SHERIFF on the qualifications and characteristics desired by the CITY for any key subcontractors who perform either regular or costly services under the direction of the SHERIFF pursuant to this Agreement. The SHERIFF will provide the CITY with advance notice, whenever practical, of the SHERIFF's intent to engage a key subcontractor and the CITY may provide the SHERIFF with input concerning the qualifications and characteristics desired by the CITY in engaging such subcontractor.

SECTION 5. COUNTY RESPONSIBILITIES.

5.1 COUNTY to Provide Services. The COUNTY, through the SHERIFF, will provide the Services within the Incorporated Area. The description and level of the Services shown on Exhibit A may be modified, increased or decreased only by written agreement of the COUNTY and CITY, except that the Services or levels of Service shall not be decreased if such action shall result in the SHERIFF's Office being unable to (a) adequately protect the public safety or the safety of any law enforcement or public safety, personnel, or (b) meet minimum requirements imposed by federal, state or local law for law enforcement or public safety. During the course of any calendar year for which Exhibits C and D were finalized in the preceding year, any increase or decrease in Services or the level of Services will result in a corresponding increase or decrease in the cost to the CITY, and the Parties must agree in writing to any such amendment to the costs, Services or Service levels associated with any such change prior to such modification. Nothing in this Section shall be construed to require the CITY to pay any amounts in excess of Total Annual Fees without its prior written agreement.

5.2 Services Delivery Standards. Delivery of Services shall at all times conform to the Performance Standards set forth in Exhibit B and will generally be, at a minimum, consistent with COUNTY's and the SHERIFF's adopted policies and service standards and with the provision of law enforcement and public safety services to the unincorporated areas of the COUNTY, unless otherwise provided herein. In performing the Services, the COUNTY shall use that degree of care and skill ordinarily exercised under similar circumstances by members of the same profession in the State of NEVADA. Periodically, the COUNTY or the SHERIFF may modify policies and service standards, so long as the modifications do not decrease the level or standards of Service without written consent of the CITY's Primary Representative.

5.3 COUNTY to Process Certain Citizen Inquiries. The COUNTY shall address all citizen inquiries in a timely and responsive manner.

5.4 COUNTY to Furnish Personnel and Equipment. The COUNTY shall furnish all personnel, facilities, equipment and such resources, materials, overhead, administrative and other support deemed by the COUNTY as necessary to provide the Services herein described. The Services are to be provided by the assignment of COUNTY personnel to serve the CITY generally in conformity with Exhibit C. The COUNTY shall also provide fleet management, risk management, legal, information management, finance, human resources, and community relations services so as to allow the COUNTY to provide the Services to be provided to the CITY under this Agreement in a professional and workmanlike manner and in compliance with all local, state and federal laws.

5.5 Identification of Equipment. The COUNTY shall identify vehicles, equipment and uniforms of personnel that regularly provide Services within the CITY under this Agreement with the insignia of the CITY, in a design and format as reasonably agreed to by the CITY and COUNTY Primary Representatives. For uniforms, references to the CITY attached by service tab to the employee's name badge shall be deemed acceptable. The employees of the COUNTY performing Services hereunder shall distribute business cards referencing the employee's name (which may be handwritten) and stating "Serving the City of PAHRUMP." Additional costs associated with use of the CITY logo shall be paid for by the CITY. The COUNTY may also identify such vehicles, equipment and personnel with the COUNTY's standard insignia.

5.6 Written Releases. On all program and other written materials developed as part of the performance of Services hereunder and related programs, the COUNTY shall utilize CITY

letterhead or logo, as appropriate, in a design and format as reasonably agreed to by the CITY and COUNTY Primary Representatives. Additional costs, if any, associated with use of the CITY logo shall be paid for by the CITY.

5.7 Fee Collection. Any fees and amounts which are due to the CITY's law enforcement provider under Nevada revised statutes, if collected by the COUNTY or SHERIFF, shall either be remitted to the CITY or credited against the payments due from the CITY, as determined appropriate by the accountants and auditors of the Parties.

5.8 Credits. In the event that the COUNTY or SHERIFF receives grants or other rebates, incentives, restitution, insurance proceeds or other funds from any source, which funds are used to pay for the provision of Services or any other costs for which the CITY is otherwise directly obligated to pay hereunder, the COUNTY shall disclose receipt of such funds to the CITY Finance Director and, unless restricted by law or the terms of the grant or other funding source, shall credit the CITY with such amount against any payments due to the COUNTY hereunder.

5.9 New or Amended Ordinances. The CITY may adopt or amend, from time to time, in its sole discretion, such ordinances, regulations, codes or other restrictions of a general law enforcement nature, which shall be enforced by the COUNTY. Prior to the CITY passing a new ordinance or amending an existing ordinance to be enforced by the COUNTY, the CITY and the COUNTY shall consult on the impact and additional costs, if any, for such enforcement. The expectation of the Parties is that the CITY will not incur any cost increase from the adoption of any new ordinance or amendment of any existing ordinance that creates or governs an offense which is already enforced by the SHERIFF under any local, state or federal law or regulation. It is expected that the City will incur additional costs from the adoption of a new ordinance or amendment of an existing ordinance if additional training, equipment or other direct costs must be incurred by the SHERIFF in order to enforce such law.

SECTION 6. CITY DELEGATION OF RESPONSIBILITY.

The CITY hereby confers the authority on the COUNTY to perform the Services described in Exhibit A of this Agreement, within the Incorporated Area. The CITY confers municipal police authority on such COUNTY deputies as might be engaged hereunder in enforcing CITY ordinances within the Incorporated Area for the purposes of carrying out this Agreement. Authority to perform additional services may be granted to the COUNTY and added to this Agreement by written amendment or memorandum of understanding Signed by the Parties. The City hereby designates the SHERIFF as the All Hazards/Disaster/Emergency Manager for the CITY with full authority to act in that capacity pursuant to all federal, state, and local contracts, agreements, plans, grants, laws, rules and regulations. Nothing contained herein shall be construed as a delegation of the responsibilities placed on the CITY under NRS_____ (as may be amended), or (a) to otherwise abrogate the CITY's authorities and responsibilities to declare local CITY emergencies or disasters or to otherwise act in accordance with the adopted NYE County Emergency Operations Plan or revise the provisions of such plan when such revision is agreed to in writing by the COUNTY and the CITY, or (b) to otherwise act in accordance with such other local emergency management plan or amendment thereto as may be adopted from time to time with the written approval of the SHERIFF and the CITY.

SECTION 7. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT.

All criminal and internal affairs investigation and other personnel records produced as part of the provision of Services hereunder and any other records required by law to be in the ownership of the SHERIFF shall be owned by the SHERIFF. All SHERIFF's Office administrative or operational reports and compilations of data otherwise related to the provision of Services hereunder shall be owned by the CITY. If a transition plan should be implemented at any time in accordance with this Agreement, all records, documents and electronic data owned by the CITY related to the provision of Services hereunder shall be made available to the CITY at no cost to the CITY until the date that the transition takes effect. After such date, copies of all such records, documents and electronic data shall be made available to the CITY at the actual cost (including staff time) incurred by the COUNTY in preparing, gathering and copying such records. At all times, the SHERIFF shall treat any CITY law enforcement agency as may come into existence in a like manner as the SHERIFF would treat any other similar law enforcement agency concerning the sharing of criminal records.

SECTION 8. COMPENSATION AND BILLING PROCEDURE.

8.1 Compensation. In consideration for the provision of Services described herein, including all support services as outlined in this Agreement, the CITY agrees to pay the COUNTY the Total Annual Fees as set forth on Exhibit D to this Agreement. The Parties agree that the Total Annual Fees on Exhibit D (and the Risk Sharing Costs on Exhibit E) shall be re-negotiated each year in accordance with the provisions of Section 8.3.

8.2 Billings.

8.2.1 Total Annual Fees shall be allocated and invoiced to the CITY equally over a twelve-month period for every calendar year this Agreement remains in effect. Any other amounts due to the COUNTY in accordance with this Agreement shall be billed and paid as and if incurred pursuant to the timeframes and billing procedures set forth in this Section 8.2.

8.2.2 The allocated Total Annual Fees will be billed by the COUNTY no later than the thirtieth (30th) day of the month. Payments by the CITY will be due within thirty (30) days of receipt of the billing.

8.2.3 All COUNTY invoices shall be sent directly to the CITY Finance Director or his/her designee for review and submission to the CITY Council for final approval.

8.2.4 The CITY Manager or his/her designee shall contact the COUNTY's Finance Director should there be any discrepancies in the invoice or invoices submitted. The CITY may dispute any invoiced amount and may request additional information from the COUNTY substantiating any and all invoiced amounts before accepting the invoice. When additional information is requested by the CITY, the CITY shall advise the COUNTY in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. If the CITY disputes an item or invoice and additional information is requested, the CITY shall pay the invoiced amount within thirty (30) days of acceptance of the item or invoice by the CITY following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same, invoice as disputed charges shall be timely paid in accordance with this Agreement.

8.3 Future Billing Rates.

8.3.1 Development of Annual Budget and Exhibits C, D and E. The Total Annual Fees for Services outlined on Exhibit D (incorporating the Risk Sharing Costs outlined on Exhibit E) are for anticipated costs and Service levels for 20__.(current year of agreement) For 20__(next year) and other years that this Agreement is in effect, the CITY and COUNTY representatives shall jointly develop a budget, including discretionary budget additions ("Decision Packages") and changes to Services or Service levels, if any, and changes to Risk Sharing Costs as outlined on Exhibit E in accordance with Section 11 of this Agreement, if any. Final adoption of the budget (and corresponding Exhibits C, D and E) as outlined in this Section shall be effected by official action of approval by the CITY and the COUNTY as set forth in Section 2 of the Agreement, and Exhibits C, D and E shall then be replaced and superseded. Throughout the budgeting process, the COUNTY shall allow the CITY's representatives to participate in COUNTY processes for determining the cost of providing Services and Risk Sharing Costs, and the CITY shall allow the COUNTY representatives to participate in the CITY'S determination of available funding and Service needs. The schedule for development of the annual budget (and resulting Exhibits C, D and E) shall be:

(a) No later than August 1 of each year, the COUNTY and CITY representatives shall meet to discuss current budget and Services, preliminary revisions to Services and Service levels, if any, preliminary revisions to Risk Sharing Costs, if any, and preliminary budget impacts, with a written proposal related to these Services and Service levels (a proposed Exhibits C, D and E for the ensuing year) to be prepared by the COUNTY in advance of the meeting.

(b) Based on such discussions, the COUNTY Primary Representative will provide a preliminary budget to the CITY Primary Representative no later than September 15th of each year.

(c) In order to allow the Parties to adopt annual budgets by December 15th of each year, a final annual budget for the ensuing year shall be agreed to no later than November 15th of the year by the CITY Council and the COUNTY Board of County Commissioners by such action as is contemplated under Section 2 of this Agreement and in accordance with the considerations and obligations set forth in Sections 8.3.3 and 8.3.4 of this Agreement.

8.3.2 Biannual Market Compensation Survey. Commencing for Service year 20__(next year) (to be conducted in 20__)(current year), the CITY and COUNTY will jointly engage in and equally share costs of a biannual market compensation survey of law enforcement positions matching as closely as possible the duties of SHERIFF's office personnel providing Services to the CITY hereunder. The Parties agree that attracting and retaining qualified and quality SHERIFF's personnel is in the best interest of both Parties and the Parties will strive to increase compensation as needed to remain reasonably competitive and attract and retain such personnel. The survey contemplated hereunder shall be completed by August 1st of each year in which it is to be conducted.

8.3.3 Future Annual Budgetary Amounts. The Parties acknowledge that changes in Services or Service levels or changes in costs to the COUNTY of providing the same Services or Service levels may affect future amounts of Total Annual Fees to be paid by the CITY hereunder (either by increasing or decreasing in correspondence with the changes in costs, Services or Service levels). The Parties acknowledge that the CITY

and the COUNTY, as governmental entities, must operate within budgetary limitations that require both entities to reasonably fund the Services contemplated hereunder while being at all times conscious of costs and of the responsibility to maintain the level and quality of the Services as contemplated by this Agreement. The expectation of the Parties is that the costs to the CITY for each personnel position or for each item of budgeted equipment will be the same as the cost paid by the COUNTY per position or item. Any increase in the Total Annual Fees as adopted on Exhibit O for any year of Services hereunder over prior year budgeted Total Annual Fees shall be at all times limited to a percentage no greater than the percentage increase over previous year budget amounts that the COUNTY will approve for its own COUNTY budget for SHERIFF Services. This COUNTY percentage increase limit shall not be applicable to any new costs that are required because federal or state law imposes a law enforcement or public safety obligation on municipalities not otherwise imposed on counties. Any changes in the Risk Sharing Costs as adopted on Exhibit E for any year of Services over prior year budget shall be determined in accordance with Section 11 of this Agreement.

8.3.4 Negotiation of Annual Budgetary Amounts. The Parties understand that preliminary budget estimates for the ensuing year from the COUNTY are subject to change prior to November 15th of each year. The preliminary budget (and corresponding preliminary Exhibit D outlining Total Annual Fees) shall be developed with full consideration of the CITY's available funding and Service needs, and the COUNTY's cost of providing Services. Upon receipt of the initial draft preliminary budget (which, in accordance with Section 8.3.1(b), is due to the CITY by the COUNTY by September 15th of each year), the Parties' Primary Representatives and Finance Directors will meet and attempt to negotiate any necessary revisions to Services or Service levels to accomplish decreases in Total Annual Fees requested by the CITY. If the representatives of the Parties are unable to agree by November 1 of each year to revisions in Services or Service levels necessary in order to bring the budget figures within the targeted amount, the CITY shall pay the COUNTY whatever the COUNTY'S costs are for the provision of Services for the following year, subject only to the limitation set forth in Section 8.3.3, and with the level of Services remaining the same as the previous year.

8.3.5 Corrections to Budget. When the payment due hereunder for any budgeted item is based on an allocation of costs methodology and the allocation of costs methodology is determined to be incorrect, the amount paid by the CITY shall be adjusted accordingly for any year subject to the review and mutual consent of the Parties, which consent shall not be unreasonably withheld or denied.

8.3.6 Changes in Incorporated Area. The Parties agree that annexation of additional areas or disconnection will result in a change in the size of the Incorporated Area for Services, and perhaps unique Service needs, and will require the Parties to agree in writing to an adjustment, if any, in the costs to the CITY. The COUNTY and CITY will work together to determine in advance and memorialize in writing additional or decreased costs that may be incurred due to any annexation or disconnection.

8.4 Total Annual Fees. Unless there is mutual written agreement between the Parties, the fees to be paid by the CITY in any year for the Services to be provided by the COUNTY shall

not exceed the Total Annual Fees, as such shall be adjusted annually for each year of Services hereunder (through adoption and incorporation of amended Exhibits 0 and E).

8.5 All Hazards//Disaster/Emergency Management Services.

8.5.1. Deployment of Assets in Emergency. The Parties recognize that certain All Hazards/Disaster/Emergencies may occur which result in the CITY's need for the SHERIFF to provide emergency management or disaster services. In accordance with Section 6 of this Agreement, the CITY grants to the SHERIFF the authority, as the CITY's All Hazards/Disaster/Emergency Manager, to deploy any qualified and immediately available assets, to include public or private sector assets, which assets shall be accountable to the SHERIFF in the best public interests of the community, up to \$150,000 with the prior approval of the Mayor and/or City Manager whenever possible. Although every effort will be made to consult with the CITY prior to deploying such emergency asset(s), if circumstances so require, the deployment of available emergency assets up to \$150,000 may be accomplished immediately, with subsequent notification to the CITY Manager or the Mayor as soon as practicable. If funds in excess of such amount are required, in accordance with CITY policy, approval of City Council or such other officer of the CITY as the CITY Manager may designate by notice to the COUNTY is necessary. The CITY shall not be responsible for fees for any emergency services not authorized by the CITY in accordance with this paragraph.

8.5.2. Subcontracted Work During Emergency. In the event subcontracted work (from either the private sector or public sector, including the COUNTY) becomes necessary in times of All Hazards/Disaster/Emergency subcontracted work shall be charged to the CITY based on the actual subcontract amount incurred and paid by the COUNTY (excluding amounts reimbursed by another entity). In addition, the CITY agrees to pay the actual administrative and other costs incurred by the COUNTY (and not paid or reimbursed by any other entity) for creating and monitoring all records generated during an All Hazards/Disaster/Emergency, as well as other reasonable and actual costs incurred by the COUNTY in service to the CITY during an All Hazards/Disaster/Emergency. The COUNTY will keep a record of the time spent by crews and the monies expended in providing services in accordance with this Section and the CITY shall have the right to audit as otherwise provided in this Agreement.

8.5.3 Impact on Budget. In the event the SHERIFF authorizes services in accordance with this Section, to the extent that the cost of such services is not reimbursed by another entity and to the extent possible and desired by the CITY, the Parties shall meet to discuss whether any approved budgeted amounts for Services could be reduced to compensate for All Hazards/Disaster/Emergency expenses which will cause the annual cost to the CITY for Services to exceed the Total Annual Fees. No modification of Services will be made which results in Services or Service levels not meeting the standard set forth in Section 5.1 of this Agreement or without the mutual written agreement of the Parties.

SECTION 9. DURATION.

9.1 Term and Termination. This Agreement shall remain in full force and effect from 12:01 a.m. on February 1, 20__ ("Effective Date") until midnight December 31, 20__(10 year date). Thereafter, the Agreement shall be renewed automatically for one-year periods commencing January 1 and ending December 31 unless either the CITY or the COUNTY provides the other

with written notice by December 31 of any year of its intent to terminate the Agreement commencing at the start of the next calendar year which begins at least 365 days after the date of the notice of termination. Total Annual Fees for Services, including Risk Sharing Costs, during any automatic renewal period shall be determined in accordance with the provisions of Sections 8 and 11 of this Agreement.

9.2 Other Providers. Nothing herein shall prohibit the CITY, at any time, from pursuing any process for evaluating or selecting service providers to provide Services (including a CITY police force) upon the termination of this Agreement.

9.3 Transition. In the event Services covered hereby are not continued, the Parties agree to develop a transition plan which will govern the timing and process of transfer of responsibility for delivering Services from the COUNTY to the CITY or to another service provider. Issues to be addressed in the transition plan shall include, but not be limited to, determining the exact time at which the responsibility for providing Services transfers from the COUNTY to the new service provider and a mutually agreeable transition budget. The transition plan will be developed by the CITY and COUNTY Primary Representatives and will be ready for implementation prior to the date of termination. The transition plan will generally include reasonable costs agreed to by the Parties related to matters, including, without limitation, COUNTY staff time (including training time), data, and materials utilized to assist the CITY with the transition. The COUNTY shall use its best efforts to mitigate any costs incurred in the transition. All costs associated with the transition plan to be paid by the CITY shall be approved in writing by the CITY Manager and shall be actual costs to or incurred by the COUNTY without administrative mark-up.

SECTION 10. ANNUAL APPROPRIATION.

The Parties understand and acknowledge that each of the CITY and COUNTY is subject to applicable provisions of the NEVADA Constitution as to financial matters . The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all obligations herein are expressly dependent and conditioned upon the continuing availability of funds beyond the term of each Party's current fiscal period ending upon the next succeeding December 31. Obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of each of the Parties and other applicable law. Notwithstanding any other provision to the contrary, continuation of this Agreement beyond December 31, 20__ is dependent upon the CITY and the COUNTY appropriating sufficient funds for payment of fees due under this Agreement or necessary to perform the Services for such subsequent fiscal year.

SECTION 11. INDEMNIFICATION AND DEFENSE.

11.1 COUNTY Indemnity.

11.1.1 To the extent authorized by law and without waiving the provisions of the NEVADA Governmental Immunity Act, the COUNTY shall defend, indemnify and save harmless the CITY, its officers, employees and agents from any and all costs, including, but not limited to, attorneys fees, investigation fees or other costs of defense, claims, judgments, or awards of damages, whether in settlement of any claim or by order of any court, alleged to be or resulting from the acts or omissions of the COUNTY, its officers,

employees, or agents associated with this Agreement, including but not limited to claims arising from or in any way related to the provision of Services hereunder, regardless of the standard of negligence or conduct alleged to have occurred, claims for failure to train, discipline or supervise or for ratification of the same or for improper hiring or retention or otherwise related to employment matters, contract matters, or arising from or in any way related to any incident or matter arising in or on COUNTY jail or detention facility property(ies).

11.1.2 The COUNTY shall copy the CITY Attorney on any correspondence or notices related to any potential claim or claim arising from the COUNTY's Services under this Agreement when the COUNTY can identify the claimant as a PAHRUMP resident.

11.1.3 Whenever any third party (a) Files a written notice of claim against the CITY or COUNTY as required under Nevada Revised Statutes (as may be amended from time to time). (b) serves the CITY or COUNTY with a summons and complaint or (c) otherwise makes any claim for which the COUNTY shall provide indemnification hereunder (such claim, notice of claim or service of a complaint shall be referred to jointly in this Section as a "Claim"), such Claim shall be received by and acted upon by the COUNTY's Risk Management and Legal Department. The COUNTY shall remain responsible for receiving and acting upon such claims even though it may assert a protection under the CGIA or other law. The CITY shall promptly forward all such Claims it may receive to the COUNTY Attorney.

11.1.4 In the event that the CITY, its employees, or elected officials are named in any Claim, the COUNTY shall be the responsible party for defense or indemnification under this Agreement. For Claims seeking damages in excess of \$50,000 or for which the COUNTY Attorney adjudges that costs of investigation, defense and damages, if any, may exceed \$50,000 ("Major Claims"), the COUNTY Attorney shall consult with the CITY Attorney's Office upon receipt of such Major Claim or potential Major Claim and shall report regularly to the CITY Attorney's Office the status of any investigation or positions taken in regard to same as agreed to by the CITY Attorney and the COUNTY. Action upon such Major Claims may include but not be limited to payment in whole or part, or denial, but only with the written consent of the CITY. The COUNTY may not agree to any settlement or compromise or pledge any funds in settlement of any Major Claim under \$600,000 without the written consent of the CITY.

11.1.5 In no event will the COUNTY be responsible for a claim against the CITY which arises from Services not performed by the COUNTY, as long as such Services are not the obligation of the COUNTY's to perform under this Agreement. In addition, nothing in this Agreement is intended to limit the COUNTY'S or the CITY's immunities or defenses. The COUNTY'S obligation to defend, indemnify and save harmless the CITY, its officers, employees and agents, as set forth in this Section, shall not extend to any costs, claims, judgments, or awards of damages alleged to be or resulting from any acts or omissions for which it would have governmental immunity if the costs, claims, judgments or award of damages was asserted or made directly against the COUNTY, its officers, employees or agents.

11.2 CITY Indemnity. To the extent authorized by law, and without waiving the provisions of the CGIA, the CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, alleged to be or resulting from the acts or omissions of the CITY, its officers, employees or

agents (other than the COUNTY or SHERIFF) associated with this Agreement. Any such claims by third parties based on the acts or omissions of the CITY, its officers, employees, or agents (other than the COUNTY or SHERIFF) shall be received and acted upon by CITY management. The COUNTY shall promptly forward all such claims it may receive to the CITY Attorney.

11.3 Damage to CITY Property. The COUNTY shall promptly provide notice to the CITY of damage or casualty to any CITY property not caused by the COUNTY, its officers, employees and agents, of which the COUNTY may become aware while providing Services under this Agreement, and all related claims against the CITY's insurers or third parties shall be handled through the CITY or its risk or other manager.

11.4 CITY Ordinances. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, policy, rule or regulation is at issue, the CITY shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11.5 Risk Sharing Costs and Exhibit E. In consideration for the indemnification and defense obligations of the COUNTY contained herein, the CITY shall pay as part of the Total Annual Fees provided for under Exhibit D, an annual amount as set forth on Exhibit E ("Risk Sharing Costs"). Both Exhibits D and E. shall be replaced and superseded annually in accordance with this Agreement.

11.5.1 Amount of Risk Sharing Costs. Such annual Risk Sharing Costs amount shall be paid to the COUNTY as in Section 8.2 and shall be based upon all of the following:

(A) Insurance costs: The CITY's allocation of the SHERIFF's Office allocation of total premium costs incurred by the COUNTY for the following insurance coverage plus a similarly allocated cost of a brokerage/consulting fee:

Property

Excess liability (after first \$400,000 per claim)

Boiler & machinery

Public dishonesty (crime) coverage

Excess worker's comp

Self Insurer's Bond

The CITY's allocation of premium costs (with the exception of premium costs related to Property insurance coverage) shall be shown on Section A of Exhibit E and shall be an amount determined by multiplying total COUNTY insurance costs for each coverage type listed above by a percentage (equal to the total number of full-time employees of the SHERIFF's Office divided by the total number of full-time employees for the COUNTY in the prior year) multiplied again by a percentage (equal to total amount charged to the CITY under Exhibit D of the relevant year divided by total SHERIFF's Office Budget in the relevant year). The CITY's allocation of premium costs related to Property insurance coverage shall be shown on Section A of Exhibit E and

shall be an amount determined by multiplying total COUNTY premium cost for such coverage by a percentage determined by dividing total square footage of real property occupied by the SHERIFF's Office by the total square footage of all real property occupied by all COUNTY offices.

(B) Minor Claims: The CITY's allocation of the claims paid for which the total amount paid in settlement or as the result of a judgment was less than \$50,000 ("Minor Claims"). For Minor Claims, the CITY's annual Risk Sharing Costs shall be calculated as follows:

Average of the prior three years' total Minor Claims incurred by the COUNTY related to SHERIFF's Office services similar to the Services provided under the Agreement, multiplied by the percentage which is determined as follows:

Total amount payable to the COUNTY under Exhibit D divided by an amount (equal to the total SHERIFF's Office Budget minus the amount related to detention-related services).

(C) Major Claims: The CITY's allocation of the claims paid for which the total amount paid in settlement or as the result of a judgment and/or incurred in the defense or investigation thereof (staff risk management, paralegal and attorney time) was \$50,000 or more ("Major Claims"). For Major Claims, the CITY's annual Risk Sharing Costs shall be calculated as follows: Average of the prior three years' total Major Claims incurred by' the COUNTY related to the provision of Services under the Agreement.

(D) Staff Time: The CITY's allocation of the COUNTY's total cost for staff time involved in processing all claims except Major Claims (such staff time being included in the calculation under subsection (C) of Exhibit E) to include time spent by risk management, attorneys and paralegals. Risk management and paralegal time costs are based on total cost to the COUNTY for such positions multiplied by a percentage (equal to the total number of full-time employees of the SHERIFF's Office divided by the total number of full-time employees for the COUNTY in the prior year) multiplied again by a percentage (equal to total amount charged to the CITY under Exhibit 0 of the relevant year divided by total SHERIFF's Office Budget in the relevant year). Attorney time costs is based on an estimate of the average of the prior three years' total hours spent by COUNTY Attorneys on non-detention related claims against the SHERIFF's Office multiplied by a percentage which is determined as follows: Total amount payable to the COUNTY under Exhibit D divided by an amount (equal to the total SHERIFF's Office Budget minus the amount related to detention-related services).

11.5.2 Data Used in Calculating Exhibit E. Data used in calculating Exhibit E shall be actual or budgeted numbers for the last relevant calendar or budget year.

11.5.3 Limitation on Increase in Annual Risk Sharing Costs. At all times, for each ensuing year of Services hereunder, the annual Risk Sharing Costs shall not be increased beyond the prior year's Risk Sharing Costs subject to an annual limitation ("Risk Sharing Cap"). For Service year 20__, the Risk Sharing Cap shall be \$400,000. For each year of Service beyond Service year 20__, the annual Risk Sharing Cap shall be equal to the prior year's Risk Sharing Cap increased only by a percentage equal to the average by which the Insurance premium, minor claims and staff time costs used in calculating the Exhibit E Annual Risk Sharing Costs (under 11.5.1(A) (8) and (D) above)

increased to the COUNTY. Any decreases in such costs to the County shall cause the annual Risk Sharing Cap to decrease proportionately.

11.5.4 Conference When Annual Risk Sharing Cap Reaches Threshold. The Parties acknowledge that the CITY and the COUNTY, as governmental entities, must operate to limit exposure to liability to ensure that both entities can continue to reasonably and responsibly fund all necessary governmental services. When and if the annual Risk Sharing Cap calculation performed annually under this Agreement reaches the \$650,000 threshold, the CITY and the COUNTY shall meet in good faith to discuss and evaluate methods and mechanisms to decrease or manage the risk and exposure to both parties, including an evaluation of the allocation of liability and defense obligations under this Agreement.

SECTION 12. NO THIRD-PARTY BENEFICIARY.

The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligation to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this Agreement.

SECTION 13. INSURANCE.

To protect against certain liabilities that may arise while providing and receiving Services under this Agreement, and in part to assure that the Parties are capable of fulfilling the indemnification obligations specified herein, the Parties shall maintain the following insurance coverages.

13.1 Required Policies. Each of the CITY and the COUNTY shall procure and maintain the following insurance coverage, with insurers with an A-VII or better rating as determined by Best Key Rating Guide, at their own expense. The CITY and COUNTY agree that the CITY'S participation in a public entity self-insurance pool shall satisfy this requirement.

13.1.1 Commercial General Liability insurance with minimum combined single limit of \$2,000,000 (two million dollars) each occurrence and \$2,000,000 (two million dollars) aggregate, covering all operations by or on behalf of each entity against claims for bodily injury, including death, personal injury, and property damage liability. The policy shall include products and completed operations liability, and blanket contractual liability coverage. The COUNTY'S policies shall include law enforcement coverage.

13.1.2 Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,500,000 (one million five hundred thousand dollars) each occurrence for vehicles owned by each respective Party. The COUNTY shall insure vehicles owned by the COUNTY; the CITY shall insure vehicles owned by the CITY. Vehicles used in the provision of Services under this Agreement shall remain in the ownership of the COUNTY.

13.1.3 Public Officials' Liability Insurance to cover claims arising out of the discharge of public duties with minimum limits of \$2,000,000 per occurrence and aggregate.

13.1.4 The COUNTY shall make provisions for workers' compensation insurance, social security employment insurance and unemployment compensation for its employees performing Services under this Agreement as required by any law of the State of NEVADA or the federal government and shall upon written request exhibit evidence to

the CITY. Each of the CITY and the COUNTY is responsible for the required and necessary workers' compensation coverage on their respective employees.

13.2 Claims Made Policies. If coverage is provided for Commercial General Liability, Commercial Automobile Liability or Public Officials' Liability Insurance on a "Claims Made" policy, each of the CITY and the COUNTY agrees to maintain "tail" coverage for such policy for a two-year period following the expiration of this Agreement, subject to availability under and terms and conditions of existing policies. All "Claims Made" policies shall include a retroactive date of January 1, 20__ or earlier, subject to availability under and terms and conditions of existing policies.

13.3 Additional Insured. All policies referenced in this Section shall be primary insurance with respect to the actions of the insured Party. Each Party is solely responsible for any deductible losses under any policy required. Except for Workers' Compensation, each Party's policies shall include the other Party as an additional insured for damage or injury arising out of the premises or operations of the Party that is the named insured under the Policy. The named insured's policy shall provide primary insurance for the additionally insured Party to the extent and in the manner provided in the applicable policy.

13.4 Certificates. Each Party shall provide the other with Certificates of Insurance for the coverages required under this Section at least thirty (30) days prior to the beginning of the term of this Agreement, and notice at least thirty (30) days prior to any expiration of coverage. The Certificate will confirm that the carriers) will provide the Certificate holder with thirty (30) days written notice prior to the effective date of any cancellation, non-renewal or any other material change.

13.5 Governmental Immunity. Nothing in this Agreement is interpreted to waive the monetary limitations or any other rights, immunities, or protections. ("Protections") provided by the NEVADA Governmental Immunity Act, as amended from time to time ("NGIA") or otherwise available to the Parties for federal claims. If either the CITY or the COUNTY waives the Protections of the CGIA, or any protections available for defense of federal law claims, such waiver shall not without written consent extend to the Protections afforded the other; to the extent that such waiver does result in a waiver of the Protections afforded the non-waiving Party, the waiving Party shall indemnify and hold harmless the non-waiving Party.

SECTION 14. SUBROGATION.

The Parties agree to waive the right to subrogation to the limited extent of the obligations for indemnification and defense as provided in Section 11 of this Agreement.

SECTION 15. NON-DISCRIMINATION.

The COUNTY and the CITY certify that they are Equal Opportunity Employers.

SECTION 16. ASSIGNMENT.

Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without prior written consent of the other Party.

SECTION 17. NOTICE.

Formal notice or communication to be given by COUNTY or SHERIFF to CITY under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

CITY OF PAHRUMP
400 N. HWY160
PAHRUMP, NEVADA 89060
Attention: City Manager

with a copy to be mailed to each the CITY Attorney and the Mayor at the same address

Formal notice or communication to be given by CITY to COUNTY or SHERIFF under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

NYE COUNTY
2100 E. Walt Williams Dr.
PAHRUMP NEVADA 89060
Attn: County Attorney
Attn: Special Assistant to the Board of County Commissioners

NYE COUNTY SHERIFF'S OFFICE
1520 E. BASIN AVE.
PAHRUMP, NEVADA 89060
Attn: Sheriff

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

SECTION 18. COUNTY AS INDEPENDENT CONTRACTOR.

COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer or employee between CITY and COUNTY or any of the COUNTY'S agents or employees. To the extent this Agreement creates a principal-agent relationship between the SHERIFF and the CITY, such relationship confers on the SHERIFF and employees of the SHERIFF's Office authority to act on the CITY's behalf only as to matters covered by this Agreement. The COUNTY shall retain all authority for rendition of Services, standards of performance, control of personnel, including discipline, and other matters incident to the performance of Services by the COUNTY, and within the limitations of the CITY's budget and direction, pursuant to this Agreement. Nothing in this Agreement shall make any employee of the CITY a COUNTY employee or any employee of the COUNTY a CITY employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation or any other rights or privileges accorded the COUNTY or CITY employees by virtue of their employment.

SECTION 19. PUBLIC RECORDS.

All records of the COUNTY or SHERIFF's Office, including public records as defined in the NEVADA Open Records Act ("NORA") and records produced or maintained in accordance with this Agreement, are to be retained and stored at the COUNTY offices and opened for public inspection in accordance with COUNTY policies. NORA public records requests for such records shall be processed by the COUNTY. For purposes of NORA, the SHERIFF is the custodian of all records produced or created as a result of this Agreement.

SECTION 20. AUDITS AND INSPECTIONS.

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or CITY, or the designee of either during the term of this Agreement and three (3) years after termination. The cost of any audit or review shall be borne by the requesting Party. In addition, at the CITY's cost, the CITY shall have the right to conduct, either itself or through a designee, an audit of the Services provided to the CITY and associated costs. The Parties shall make available for inspection and review by the auditor selected by the requesting Party all information relevant to the matter under audit. Any such inspections or audits shall be conducted during normal business hours or at reasonable times and, when possible, with prior notification to the Party being audited or inspected.

SECTION 21. WAIVER.

No waiver by the CITY, COUNTY or SHERIFF of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 22. ENTIRE AGREEMENT.

This Agreement and the NYE County Emergency Operations Plan as it affects the CITY, as in effect and as may be amended from time to time by written authorization of the Parties, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreement shall be effective for any purpose.

SECTION 23. SURVIVAL UPON TERMINATION.

Any obligations which are required to be fulfilled even after termination of the Agreement, to include those obligations on the Parties set forth in Sections 5.8, 7, any transition plan developed under 9.3, 11 (as to claims arising under this Agreement), 12, 13 (as to insurance required to cover claims arising under this Agreement), 14 and 19 shall survive termination of this Agreement.

SECTION 24. AMENDMENT.

Provisions of this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both the CITY and the COUNTY.

SECTION 25. GOVERNING LAW, VENUE AND ENFORCEMENT.

This Agreement shall be governed by and interpreted according to the law of the State of NEVADA. Venue for any action arising under this Agreement shall be in the appropriate court for NYE County, NEVADA. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting Party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

SECTION 26. CAPTIONS.

The captions of the sections and paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

SECTION 27. FILING.

Following its execution by the Parties, copies of this Agreement, together with the resolutions of the COUNTY Board of County Commissioners and the CITY Council approving and ratifying this Agreement shall be filed with the with the CITY Clerk and the COUNTY Clerk and Recorder.

SECTION 28. SEVERABILITY.

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 29. TERMINATION OF PRIOR AGREEMENT.

As of the Effective Date and only as to those Services contemplated under this Agreement, the Interlocal cooperation act Between NYE County and the City of PAHRUMP to Provide Municipal Services, effective as of January 1, 20__ (ICA"), and the letter of understanding between the CITY and the COUNTY dated (MONTH DAY YEAR), continuing the effectiveness of the ICA are hereby terminated.

[The remainder of this page is left intentionally blank. Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

CITY OF PAHRUMP

COUNTY OF NYE

_____, Mayor

_____, Chair,

MONTH/DAY/YEAR

Board of County Commissioners

MONTH/DAY/YEAR

_____, Sheriff

NYE County Sheriff's Office

MONTH/DAY/YEAR

ATTEST:

ATTEST:

_____, City Clerk

_____, County Clerk

Approved as to Form:

Approved as to Form:

_____, City Attorney

_____, District Attorney

EXHIBIT A

DESCRIPTION OF LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES

A. The NYE County SHERIFF's Office shall provide the public safety services as set forth on page 3 of this Exhibit A, which also includes all of the following services following services ("Services") under this Agreement:

1. Reactive patrol to enforce federal and state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service. Violations of municipal ordinances shall be cited into the CITY's municipal court.
2. Proactive patrol to prevent and deter criminal activity.
3. Traffic patrol to enforce applicable traffic codes, including, but not limited to, ordinances related to vehicular safety, weight, traffic or movement and vehicular registration.
4. Investigation of crimes by deputies (investigators) assigned to a criminal investigation unit investigating such crimes as major crimes, drug offenses (through Drug Task Force), fraud and such reports as missing persons, vice, and major accidents. These deputies are supported by crime scene analysis, crime laboratory, polygraph, identification, and evidence control.
5. Special operations services such as canine patrol, hostage negotiations, SWAT, and bomb disposal.
6. Communications services, including call receiving, dispatch, and reports.
7. Community service and community crime prevention deputies, including school resource officers.
8. Attendance and testimony in courts of appropriate jurisdiction and consultation with prosecuting attorneys.
9. Command and support staff.
10. Administrative services including planning and statistics, subpoena control, training, weapons permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and other services provided by other COUNTY agencies in support of the COUNTY SHERIFF's Office.
11. As and if budgeted by the CITY and the COUNTY, legal advisor to the SHERIFF's Office.
12. Emergency management/disaster services as deemed necessary protect public health, safety or property, including law enforcement and public safety services that are necessary in an emergency or disaster. Emergency management/disaster services may be necessitated by conditions including, but not limited to, unusual weather conditions such as excessive snow and ice, thunderstorms and floods, and acts of terrorism and large-scale civil disobedience. Whenever possible, the CITY Manager or his/her designee shall

be contacted directly and immediately in the event of a declared or other emergency. Should the SHERIFF, acting for the COUNTY, undertake emergency management/disaster services he or she deems necessary without prior consultation of the CITY representative, the CITY representative will be informed within twenty-four (24) hours of the performance of the emergency management/disaster services. The representatives will work together to determine if an adjustment and prioritization of planned work activities can cover the emergency/disaster situation. Status reports are to be provided separately and as regularly as needed during and after the emergency situation.

13. Liquor code compliance and enforcement and law enforcement liaison to liquor licensing authority.

14. As and if budgeted by the CITY, security detail at CITY offices. "Security detail" shall not include responding to calls for service from or at CITY offices which shall be part of the Services provided hereunder.

B. The COUNTY shall NOT be required to provide enforcement of general land use, nuisance or zoning provisions. The municipal ordinances for which the COUNTY SHALL provide services under this Agreement include:

1. The general penalty provisions of the Municipal Code,
2. All ordinances codified in Chapter _ (Vehicles and Traffic) of the City of PAHRUMP Municipal Code,
3. All ordinances codified in Chapter _ (General Offenses) of the City of PAHRUMP Municipal Code,
4. Illegal Parking of a Semi-Tractor, Truck or Semi-Trailer of the Land Development Code as adopted by the City of PAHRUMP.
5. Police back-up for animal control and code enforcement in the event of a dangerous or potentially dangerous situation or encounter.
6. Information on the registration of motor vehicles or criminal histories at the request of the CITY management or code enforcement.
7. Service of municipal summons, complaints and penalty assessments.
8. Seizure of property related to CITY tax matters at the direction of CITY management.

C. The COUNTY shall provide all resources, personnel, material and equipment necessary to satisfactorily render the Services described herein.

D. In addition to reporting requirements otherwise required under this Agreement, the COUNTY shall provide the CITY with its annual CALEA report (Commission on Accreditation Law Enforcement Agencies).

E. Should the CITY require future animal control enforcement services from the COUNTY through the SHERIFF's Office, the CITY and COUNTY agree to negotiate in good faith the terms and conditions under which enforcement of the CITY's animal control ordinance, codified at Article _ of Chapter _ of the City of PAHRUMP Municipal Code, would be an additional Service provided under this Agreement.

NYE County Sheriff's Office
Public Safety Services
for the City of PAHRUMP as they may apply

Office of the Sheriff
Budget Administration
Public Information
Policy Analysis
Homeland Security
Emergency Management
Contract Administration
Administration
Accreditation
Internal Investigations
Human Resources
Training
Research and Development
Concealed Weapons
Inspections
Communications
Communications Center
Call Dispatch
After Hours City Contact
E911
Emergency Medical Dispatch
Critical Incident Dispatch
Records
Records Management
Traffic Citation Management
Crime Statistics Reporting
Graffiti Program
Reporting and Documentation
Graffiti Removal
Investigation
Task Force Participation
South Metro Drug Task Force
Front Range Drug Task Force
Metro Gang Task Force
Joint Terrorism Task Force
FLAG Fugitive Apprehension
RCMFL Computer Forensics

Patrol
Patrol Precinct Teams
Community Resource Officers
FTO Program
K-9 Unit
SWAT Team
Bicycle Program
Business Resource Program
Impact Team
Community Service Officer
Explorer Program
Traffic Team
Motorcycle Traffic
Enforcement
School Resource Officers
DUI Enforcement Program
Truck Inspections
Neighborhood Watch
Gang Intervention Team
Crisis Intervention Team CIT
Hostage Negotiators
Crime Prevention
STOP Program
Alive At 25 Safety Program
Investigations
Crimes Against Persons
Crimes Against Property
Child Victim Unit
Fraud Unit
Liquor Investigations
Victim Advocate Unit
Crime Lab
Property and Evidence Section
Environmental Crimes Unit
Bomb Squad
Computer Forensics Investigator
Juvenile Unit
Special Investigations
Sex Offender Registration
Criminal Intelligence
Vice and Illegal Gambling
Executive Protection
Gang Crime

EXHIBIT B
PERFORMANCE STANDARDS

A The SHERIFF's Office shall maintain at all times for the duration of this Agreement, conformity with the standards in effect in (latest accreditation date) for its accreditation by the Commission on Accreditation for Law Enforcement Agencies ("CALEA"), demonstrating the applicable standards promulgated by CALEA and required for such accreditation. To the best of its ability, the SHERIFF's Office shall maintain at all times for the duration of this Agreement its accreditation by CALEA.

B. In addition to the regular reporting required under this Agreement, the COUNTY shall respond in a timely manner to occasional reasonable requests from the CITY for additional data or information on the Services performed, invoices received, facts surrounding a particular matter or overall statistical data. Reasonable requests shall be requests for information that can be fulfilled by COUNTY by dedicating no more than approximately four hours of staff time to fulfilling. Requests requiring dedication of more than approximately four (4) hours of staff time to fulfill shall be billed by the COUNTY and paid by the CITY at the hourly rate of the employee(s) assigned to fulfill such request. At the CITY's request, the COUNTY shall provide an estimate of such costs in advance to the CITY.

C. The COUNTY regularly communicates Significant Criminal Occurrences or Incidents prior to release of such information by the COUNTY to the public.

D. The COUNTY implements within the Incorporated Area all SHERIFF's office policies and procedures and maintains a copy of current police procedures on file at the SHERIFF's Office location for the CITY's reference. The SHERIFF or Undersheriff shall notify the CITY Manager of any procedures or changes that either supplement or affect the CITY's established goals and objectives for the Services.

E. The COUNTY will regularly analyze call load data and adjust existing staffing to maximize response time and increased visibility.

EXHIBIT C

SCHEDULE OF ASSIGNED PERSONNEL (20__)

(This exhibit to be replaced annually for each year the Agreement is in effect)

PAHRUMP Assigned Personnel 2010		PAHRUMP Assigned 2011	PAHRUMP Assigned 2010
numbers are account #	Patrol Deputies	numbers	are examples
107040995 Public Safety	Patrol-General Fund-PAHRUMP	73	73
107040999 Public Safety	Traffic Unit -PAHRUMP	10	9
107040998 Public Safety	School Resource Section -PAHRUMP	4	4
Investigations and Support			
107040997 Public Safety	Investigations -Investigators -PAHRUMP	24.75	23.75
107040996 Public Safety	Crime Lab -PAHRUMP	3	3
107010996 General Administration	Emergency Planning PAHRUMP	2	2
107010995 General Administration	Environmental Crimes Unit -PAHRUMP	2	2
107040993 Public Safety	Communications -PAHRUMP	16	16
107040998 Public Safety	Support Staff -Crime Analyst	1	1
107010997 General Administration	PAHRUMP	2	2
107020996 Professional Standards	Internal Affairs -PAHRUMP	2	2
107020994 Professional Standards	Human Resources -PAHRUMP	2	2
107020995 Professional Standards	Training -PAHRUMP	2	2
107020993 Professional Standards	Community Resources -Crime Prevention	1	1
107040997 Public Safety	Investigations -Support Staff -PAHRUMP	4	4
107040994 Public Safety	Property and Evidence PAHRUMP	3	3
107040992 Public Safety	Telecomm -PAHRUMP	1	1
107050999 Det/Admin Services	Information Management -PAHRUMP	6	6
	Total	158.75	156.75

EXHIBIT C

SCHEDULE OF ASSIGNED PERSONNEL

(This exhibit to be replaced annually for each year the Agreement is in effect)

PAHRUMP Assigned Personnel 2011		PAHRUMP Assigned 2010	PAHRUMP Assigned 2011
Patrol Deputies			
107040995 Public Safety	Patrol-General Fund-PAHRUMP	73	74
107040999 Public Safety	Traffic Unit –PAHRUMP	9	10
107040998 Public Safety	School Resource Section -PAHRUMP	4	5
Investigations and Support			
107040997 Public Safety	Investigations -Investigators -PAHRUMP	23.75	23.75
107040996 Public Safety	Crime Lab –PAHRUMP	3	3
107010996 General Administration	Emergency Planning PAHRUMP	2	2
107010995 General Administration	Environmental Crimes Unit -PAHRUMP	2	2
107040993 Public Safety	Communications -PAHRUMP	16	16
107040998 Public Safety	Support Staff -Crime Analyst	1	1
107010997 General Administration	PAHRUMP	2	2
107020996 Professional Standards	Internal Affairs -PAHRUMP	2	2
107020994 Professional Standards	Human Resources -PAHRUMP	2	2
107020995 Professional Standards	Training -PAHRUMP	2	2
107020993 Professional Standards	Community Resources -Crime Prevention	1	1
107040997 Public Safety	Investigations -Support Staff -PAHRUMP	4	4
107040994 Public Safety	Property and Evidence PAHRUMP	3	3
107040992 Public Safety	Telecomm -PAHRUMP	1	1
107050999 Det/Admin Services	Information Management –PAHRUMP	6	6
Total		156.75 *	159.75

*** 2010 Budget reflected two less assigned personnel due to budget savings measures. The positions temporarily unassigned were:**
107040997 –Investigations
107040999 -Traffic Unit (Neighborhood Traffic)
107040998 -SRO Elementary Schools

Draft and EXAMPLE ONLY

2011 PAHRUMP Budget -Law Enforcement Services EXAMPLE ONLY
Baseline Budget with Salary Adjustments
 Revised '08/2212010 1530

Numbers are example only	2011 Total Sheriffs Office	2011 PAHRUMP Percentage	2011 Non- PAHRUMP Cost	2011 PAHRUMP Cost	2010 PAHRUMP Cost	Variant from 2010
Patrol Deputies						
Patrol	\$ 14,201,805	60%	\$ 5,680,722	\$ 8,521,083	\$ 8,382,290	\$ 138,793
Traffic Enforcement	\$ 1,673,635	91%	\$ 150,627	\$ 1,523,008	\$ 1,464,195	\$ 58,813
Community Resources	\$ 215,543	50%	\$ 107,772	\$ 107,772	\$ 90,330	\$ 17,442
School Resource Section	\$ 1,022,374	60%	\$ 408,950	\$ 613,424	\$ 586,354	\$ 27,070
SWAT	\$ 150,608	60%	\$ 60,243	\$ 90,365	\$ 94,762	\$ (4,397)
Sub Total	\$ 17,263,965		\$ 6,408,313	\$ 10,855,652	\$ 10,617,931	\$ 237,721
Investigation and Support Elements						
Investigations	\$ 4,605,743	60%	\$ 1,842,297	\$ 2,763,446	\$ 2,807,033	\$ (43,587)
Crime Lab	\$ 771,767	45%	\$ 424,472	\$ 347,295	\$ 325,966	\$ 21,329
Communications	\$ 1,745,352	60%	\$ 698,141	\$ 1,047,211	\$ 960,668	\$ 86,543
Emergency Management *	\$ 374,804	60%	\$ 143,463	\$ 231,341	\$ 156,731	\$ 74,610
Environmental Crimes	\$ 380,172	55%	\$ 171,077	\$ 209,095	\$ 202,377	\$ 6,718
Liquor Enforcement	\$ 39,824	100%	\$ -	\$ 39,824	\$ 62,586	\$ (22,762)
Administration	\$ 1,125,446	20%	\$ 900,357	\$ 225,089	\$ 219,591	\$ 5,498
Office of Professional Standards	\$ 901,146	27%	\$ 657,837	\$ 243,309	\$ 244,248	\$ (939)
Human Resources	\$ 813,929	27%	\$ 594,168	\$ 219,761	\$ 210,148	\$ 9,613
Training	\$ 798,992	27%	\$ 567,278	\$ 231,714	\$ 212,484	\$ 19,230
Property and Evidence	\$ 386,691	50%	\$ 193,346	\$ 193,346	\$ 162,785	\$ 30,561
Telecomm	\$ 386,157	14%	\$ 332,095	\$ 54,062	\$ 65,400	\$ (11,338)
Information Management	\$ 844,941	64%	\$ 304,179	\$ 540,762	\$ 546,626	\$ (5,864)
Warrants	\$ 324,088			\$	\$-	\$-
Civil Process/Fugitive Transport	\$ 1,868,646	0%	\$ 1,868,646	\$	\$-	\$-
Detentions	\$ 29,732,198	0%	\$ 29,732,198	\$	\$-	\$-
Detentions Medical	\$ 4,240,710	0%	\$ 4,240,710		\$-	\$-
Sub Total	\$ 49,340,606		\$ 42,994,351	\$ 6,346,255	\$ 6,176,643	\$ 169,612
* Emergency Management Increase caused by movement of position from Patrol Sheriffs Office Total	\$ 66,604,571		\$ 49,402,664	\$ 17,201,907	\$ 16,794,574	\$ 407,333

**Exhibit D
2011**

**2011 PAHRUMP Budget- Law Enforcement Services EXAMPLE ONLY
Baseline Budget with Salary Adjustments
Revised '08/2212010 1530**

	2011 PAHRUMP Cost	2010 PAHRUMP Cost	Differential from 2010
2011 Estimated NYE County Costs			
Indirect Costs	\$ 1,826,278	\$ 1,747,261	\$79,017
Vehicle Replacement Cost	\$ 236,256	\$ 232,176	\$4,080
On-going radio replacement	\$ 169,620	\$ 118,985	\$ 50,635
Computer Replacement Costs	\$ 42,582	\$ 36,166	\$ 6,416
Mobile Data Terminal Replacement	\$ •	\$ 281,000	\$ (281,000)
Contract Administration	\$ 27,137	\$ 38,731	\$ (11,594)
Liability Costs	\$ 200,278	\$ 210,506	\$ (10,228)
Sub total with Indirect Costs	\$19,704,058	\$ 19,459,399	\$ 244,659
2011 PAHRUMP Budget Package Requests	Total Cost	PAHRUMP Cost	
AFIX SQL Software	\$ 19,752	\$8,888	
Range Users Fee Increase	\$ 43,125	\$17,550	
Scanners and software	\$ 5,241	\$ 2,359	
TOTAL	\$ 68,118	28,797	

* Totals for 2010 do not include decision package amounts

Company Code	Contact	Date	Type of Contact	Referral	Discussion Company Needs	Need Funds	Info Provided	ED Response Action	Follow-U	Status	% Success
WSR8 CO910	S&M	2/15/2012 2/16/2012	Mtg Phone	Business	Lack of Incentives from Town & Nye Co therefore locating elsewhere Received land offer from host community	Yes PPP	Provided	Nothing more ED Mgt can do without local incentives to offer from Nye Co or Town. Lack program	Contact 2/16/2012	Active Active Inactive	**65 **30 0
HEL10 CO911	CEO	2/17/2012	Phone Mtg	Business	Company interested Partnering with Pahrump Energy Project. Sites have been selected	TBD	No further information required until site visit	Agrees with potential in community Currently in discuss with partner	Contact 3/19/2012	Active Active	70 70
WLR 8P 510	CEO	2/16/2012 2/13/2012	Phone Email	Town	Has expanded looking at other communities due to lack of clearly defined local incentives	UNK PPP		Has presented options and ask what it is they are seeking	Contact 3/16/2012	Active Pending Pending	**UNK **25 **10
FRI 10CO 708	CEO	2/20/2012	Phone	Business	Company still plans to establishing operation in Pahrump. Numerous arrangements & funding Site has been secured	UNK	None needed at this time	Maintaining Contact & Offer help Still pending. Left Message/return call	3/16/2012	Active	50 50
WD10CO 111	Owner	2/15/2012	Phone meeting	Town	Discussed three options for Pahrump Will be doing Due Diligence all month Still conducting Due Diligence	Yes	Decide on Pahrump	Second meeting at Town Office was promising	Contact 3/16/2012	Active	**90 90 90
AMX7CO 811	CEO	2/21/2012	Phone	Business	Land leases secured in Pahrump Regulatory changes to industry & local incentives	YES PPP	Already Provided all requested Information	Still evaluating options Conducting due diligence	Contact 2/16/2012	Active	UNK
NEW Leads Unsure		2/15/2012 2/16/2012 2/16/2012	Meeting Meeting Meeting	Business State NV Nye Co	No readily available facility in Pahrump, therefore Pahrump has been eliminated from two & third decide the cost to build is uncompetitive in Pahrump	UNK	Reviewed & Establish needs Felt community had nothing significant as incentives		Pending	Invest- gating TBD	UNK

BP= Business Plan ** Mark in the % of success box indicates change in rating

CEO= Chief Operating Officer, COO= Chief Operations Officer

Mtg= Meeting TBD = To Be Determined UNK= Unknown, Business= Economic Development Peer/Friend Personal Referral

NCED= Nevada Commission Economic Development Consul= Consultant

MOU= Memorandum of Understanding

PPP= Public Private Partnership

PM= Project Manager, CMO= Chief Marketing Officer

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding 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 County Complex.

DATE AGENDA ITEM SUBMITTED DATE OF DESIRED BOARD MEETING
2/14/2012 2/28/2012

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision on Approving a New Town Manager Contract for William A. Kohbarger starting July 01, 2012.

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

BRIEF SUMMARY OF ITEM:
See attached new Town Manager Contract.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Mr. Kulkin, Town Board Clerk

SPONSORED BY:

Mr. Kulkin, Town Board Clerk 
Print Name (Signature)

400 N. Hwy 160 (775) 727-5107
Mailing Address Telephone Number

Town of Pahrump

Job Description Form

Job Title: Town Manager

Department: Administration

Location: Town Office

Reports to: Town Board

Salary Range:

\$100,000 - \$165,750

Type of position:

Full-time

Part-time

Contractor

Volunteer

Hours_40_/week

FLSA Exempt

General Description:

Is responsible for the overall management of the Town of Pahrump and for the supervision of management staff and management of Town resources consistent with the administrative and policy direction of the Town Board. The position performs high-level administrative, technical, and professional work in directing and supervising the administration of Town government. Shall establish priorities, programs and acceptable performance levels for the operations of the Town of Pahrump. Is committed to the vision and values of the Town through ethical conduct, community stewardship, individual initiative and responsive service. This position is unclassified and "at-will," serving at the pleasure of the Town Board.

Essential Duties and Responsibilities:

The duties listed below are examples of work typically performed by an employee in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below.

1. Develops, evaluates, and implements administrative policies and procedures to meet Town Board goals and objectives; Advises the Board if new policies are warranted and/or whether existing policies are or are not effective for reasons for which they were adopted.
2. Supervises the performance of departments; directs the establishment of standards, goals, and objectives and evaluates the performance of departments; coordinates the activities of the various departments to ensure timely, efficient, and effective delivery of programs and services.
3. Selects, directs, develops, and evaluates management personnel; instructs and trains staff and provides training programs to enhance the capabilities of staff and improve the delivery of services;
4. Negotiates and/or supervises the negotiation of all Town of Pahrump contractual agreements subject to the limitations of law and Town Board direction; administers and enforces agreements.
5. Works jointly with the Finance Director in the development of the annual budget for approval by the Board; monitors expenditures to ensure compliance with budgets; accounts for variances between projected and actual expenditures, initiates remedial action, and reports significant variances to the Board.
6. Analyzes proposals regarding policies, programs, and services and develops recommendations to the Town Board; analyzes information pertaining to Town services and operations including policies, programs, methods, budgets, staffing, organization, and capital needs; writes reports and correspondence for government agencies, members of the community, and the Town Board.
7. Administers the preparation of Town Board meeting agendas; attends Town Board meetings; makes oral and written presentations to the Town Board and to other public and private groups; provides information to the news media and the public regarding Town operations; represents the Town of Pahrump with other government agencies and in meetings with the public.
8. Analyzes proposed legislation and administrative regulations for their impact on Town operations; reviews and makes recommendations to the Town Board regarding legislative activities; participates in the lobbying process by presenting oral and written testimony to appropriate bodies.

9. Provides direction and support to staff including advice and consultation to the members of the Town Board; receives, investigates, and resolves complaints and concerns regarding Town programs, services, and facilities; acts as liaison with cities, counties, regional, state, and federal agencies on a broad range of matters.
10. Assists the Town Board in the development of overall goals of the Town; provides leadership and direction in the development of short- and long-range plans for achieving overall goals; works with the Town Board and others to develop community and economic development plans.
11. Oversee the financial process to provide prepared expenditure vouchers for the Town Board's approval and signature. Should an emergency situation arise that calls for expenditure(s) not covered in the annual budget, the emergency shall be presented to the Board for approval as soon as possible. In the interim, the Town Manager may spend up to and including the amount that covers the emergency expenses without prior Town Board approval. A written report detailing the emergency expenditure shall be submitted to the Board, at the next Board meeting. At no time shall the Town Manager knowingly take any action that would be in conflict with any NRS.
12. Oversees the Town's personnel system including classification, compensation, benefits, recruitment and selection, and personnel policies.
13. The Town Manager has discretionary spending up to \$5,000.00 for non-emergency matters. He shall provide monthly reports of the non-emergency expenditures at the next Town Board meeting. The town manager may hire Contract labor that does not exceed a total sum of \$5,000.00. Any amount exceeding \$5,000.00 requires Town Board approval. Contract labor is for a specific job with specified payment and duration.
14. The Town Manager has the authority to determine appropriate staffing levels and to eliminate positions as he/she deems necessary with the exception of department head positions.
15. The Town Manager, if necessary, shall issue discipline up to and including termination to all employees pursuant to the Personnel Policy Manual and/or the collective bargaining agreement. The Town Manager must obtain approval from the Town Board to terminate a department head.
16. Maintain a working relationship with Federal, State and County officials and departments and to advise the Board of any friction that could be detected and recommend possible alternative action that could be taken to correct the situation.
17. Shall act as liaison between the Town Board and Town employees in all cases requiring the Town Board action pertaining to employees.
18. Informs the Town Board of operational problems and seeks advice and counsel on possible solutions.
19. Oversees labor relations function of the Town and recommends bargaining guidelines and settlements to the Board.
20. The town manager shall keep the Town Board advised of all proposed new construction, major changes, removals or destruction of Town properties and obtain prior Town Board approval.
21. The town manager shall set policy pertaining to the maintenance of, operation of, and use of Town owned vehicles except for those policies already established by the Town Board.
22. Performs related duties and responsibilities as required.

Education and Experience Requirements:

Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Bachelor's degree in public administration or related field, and eight years of progressively responsible management experience in public administration; Master's degree in public administration or related field is desirable; or any combination of education and experience, which would provide the applicant with the desired skills, knowledge, and ability, required to perform the job.

Knowledge, Skills and Abilities Requirements:

Knowledge of:

- principles of supervision, training and performance management;
- management skills to analyze programs, policies, and operational needs;
- computer programs/applications related to the work;
- standard office practices and procedures;
- business letter writing and standard format for typed materials;
- record keeping principles and practices;
- principles of public personnel administration and employee relations;
- laws and regulations which pertain to City/County operations, services, and programs. techniques for dealing with the public, in person and over the telephone; and
- principles of public budget preparation and administration;

Ability to:

- develop policies and goals consistent with Council/Board directives;
- effectively administer projects and operations consistent with City policies and goals;
- plan, direct, and evaluate the work of staff;
- develop, motivate, and supervise management staff and other direct reports;
- work effectively under the pressure of deadlines, conflicting demands, and emergencies;
- establish and maintain effective working relationships with all levels of City staff, elective and appointive bodies, and members of the general public;
- gain cooperation through discussion and persuasion;
- collect, interpret, and evaluate narrative and statistical data pertaining to policy, fiscal, and operational matters;
- analyze policies, regulations, projects, activities, and methods;
- select alternatives;
- project the consequences of proposed actions;
- implement administrative policies and work programs consistent with regulations and with City policies and goals;
- understand, interpret, and apply laws and regulations;
- present findings, recommendations, and policies to individuals and groups in an understandable and persuasive manner;
- design technically complex visual aids such as maps, tables, and charts;
- adapt readily to changes;
- use sound judgment when dealing with confidential data;
- prepare and make presentations to groups of varying sizes; and
- analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations.

Special Requirements: Possession of a valid Nevada driver's license is required at time of appointment.

Physical Demands:

The physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Strength and stamina to sit at a desk; vision to read reports, financial data, and maps; hearing and speech to communicate in person or over the telephone; strength and stamina to drive long distances and to perform occasional light lifting, reaching, bending, and standing for long periods.

In compliance with applicable disabilities laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

Working Conditions:

Work is performed under the following conditions:

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors or noise; periodic contact with angry and upset individuals; frequent interruptions of planned work activities by telephone calls, office visitors and response to unplanned events; travel from site to site; overnight and/or out-of-state travel, incumbents may be exposed to noise, dust, inclement weather conditions, and potentially hostile environments.

Town Manager:

Name: William Kolb Date: 11/13/08

Approved by Town Board:

Chairman: Scott Murray Clerk: Don Burt
Date: 11/13/08 Date: 11/13/08

This Job Description supersedes previous version dated: May 2003

**TOWN OF PAHRUMP
TOWN MANAGER EMPLOYMENT AGREEMENT
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PAHRUMP TOWN MANAGER EMPLOYMENT AGREEMENT

Introduction

This Agreement, made and entered into this 28th day of February 2012, by and between the Town of Pahrump Nevada, (hereinafter called "Employer") and William A. Kohbarger; (hereinafter called "Employee"), an individual who has the education, training and experience in local-government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, agree as follows:

Section 1: Term

The term of this agreement shall be for an initial period of three (03) years from July 1, 2012, to June 30, 2015. Each of the one (1) year periods of the initial period and any renewal period shall include a review and renewal negotiation between the parties including a performance evaluation and compensation amendment as defined in sections 3 and 12 of this agreement.

In the event written notice to this agreement is not given by either party to the other party at least four (4) months (120 days) before the expiration date as herein provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of three (3) years.

In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the agreement unless Employee voluntarily resigns.

In the event that the Employee is terminated, as defined in section 9 of this agreement, the Employee shall be entitled to compensation as defined in section 10 of this agreement.

Section 2: Duties and Authority

The Pahrump Town Board agrees to employ William A. Kohbarger as Town Manager to perform the functions and duties specified in the Town Board Policy and Town Manager's Job Description of the Town of Pahrump and as required by state and federal law and to perform other legally permissible and proper duties and functions as the Pahrump Town board shall from time to time assign. The Town Manager Job Description is attached as part of this Agreement.

Section 3: Compensation

Base Salary: Employer agrees to pay Employee an annual base salary of \$105,000.00, payable in installments at the same time that the other management employees of the Employer are paid.

This agreement shall be automatically amended to reflect any salary adjustments that are provided and the Employer agrees to increase said base salary and/or other benefit of Employee on the same basis as any other non-bargaining employees of the Town with regard to

PAHRUMP TOWN MANAGER EMPLOYMENT AGREEMENT

Cost-of-Living Allowance (COLA); Merit increases shall be pursuant to a performance evaluation, as set forth in section 12.

Section 4: Health, Disability and Life Insurance Benefits

The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, comprehensive medical insurance and life insurance for the Employee and his eligible dependents equal to that which is provided to all other employees of the Town of Pahrump pursuant to the Town of Pahrump Personnel Policy.

Section 5: Annual and Sick Leave

The Employee shall accrue sick and annual leave pursuant to the Town of Pahrump's personnel policy.

Section 6: Automobile/Vehicle

The Employee shall provide use of an automobile/vehicle pursuant to the Town of Pahrump Personnel Policy.

Section 7: Retirement

The Employer agrees to continue the enrollment of the Employee in the applicable state or local retirement system pursuant to Town of Pahrump Personnel Policy.

Section 8: Professional Development and General Expenses

Employer agrees to budget for and to pay for professional dues and subscriptions of and travel and subsistence expenses of professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the National and State League of Cities conferences, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

The Employer acknowledges the value of having the Employee participate in, and be directly involved in, local civic clubs and organizations. Accordingly, the Employer shall budget and pay the reasonable membership fees and/or dues to enable the Employee to become (or remain) an active member of local civic clubs or organizations as long as there is no specific objection from the Employer.

Section 9: Termination

For purposes of this agreement, termination shall occur when a majority of the members of the Town Board vote to terminate the Employee.

In removing the Employee, the Employer shall comply with all applicable laws. The Employer may terminate the Employee at the pleasure of the Employer as provided by Nevada law. In the event the Employee is terminated by the Employer pursuant to this section, the Employee's sole rights and remedies shall be under section 10 of this agreement.

Section 10: Severance

In the event the Employee is terminated by the Town, without cause, before expiration of the term of his employment agreement, and the Employee is still willing and able to perform his duties as Town Manager, the Employer shall pay a lump sum cash severance payment equivalent to the remaining salary equivalent to seven (7) months' salary or the remainder of the agreement term, whichever is less. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. The Employer will also pay the Employee for any and all documented annual and sick leave accrued pursuant to the Town of Pahrump Personnel Policy as of the effective date of the termination.

For the period of six (6) months following termination without cause, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents as defined in section 4.
2. Out placement services should the employee desire them in an amount not to exceed \$5,000.

In the event the Employee is terminated for cause, the Employer will have no obligation to pay the severance sum, no notice is required, no severance will be paid, health insurance coverage will continue for thirty (30) days, and any accrued annual leave will be paid within two weeks. It is recognized the Employee occupies a highly sensitive managerial position. Acts or omissions that constitute cause sufficient for the Employer to dismiss the Employee will depend on the particular circumstances. The decision as to whether cause exists involves the Town Board's managerial discretion and judgment.

Cause will exist if after a review of all particular circumstances, the Town Board by a majority vote at open meeting makes a good faith, reasonable finding of fact that the Employee has engaged in intentional acts or omissions which makes him ineffective in the performance of his designated job duties or negatively impacts his ability to carry out effective and productive working relationships with the Town Board as a body or for the Town of Pahrump. Examples of such intentional acts or omissions include but are not limited to the following:

1. Willful neglect of duties;

PAHRUMP TOWN MANAGER EMPLOYMENT AGREEMENT

2. Inability to perform his general administrative duties or any specific duties delineated in his job description;
3. Intentional acts of misconduct or omissions occurring within the scope and course of his employment which negatively impacts his ability to perform his delineated duties or are measurably detrimental to his productive working relations with the Town;
4. Conviction of any Felony;
5. Conviction of a gross misdemeanor;
6. Pattern of behavior deemed inappropriate by a majority of the Town Board.

Section 11: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, before the expiration of the stated terms of his employment agreement, the Employee shall provide a minimum of 30 days written notice and exert every effort to provide sixty (60) days written notice, unless the parties agree otherwise. In the event of voluntary resignation, the Employee shall not be entitled to severance pay as defined in section 10 of this agreement, but shall receive payment for any and all annual and sick leave accrued pursuant to the Town of Pahrump Personnel Policy.

Section 12: Performance Evaluation

Employer shall annually review the performance of the Employee in June pursuant to the Town Board Policy, Section 2 "Town Manager Evaluation." The final written evaluation should be completed and delivered to the Employee no later than the 30th of June of each year. Also, there will be a semi-annual "Progress Report" due midway between the annual reports.

Annually, the Employer and Employee shall jointly define goals and performance objectives that they determine necessary for the proper operation of the Town of Pahrump and for the attainment of the Board's policy objectives and shall further establish relative priority among those various goals and objectives. Said goals and objectives are to be reduced to writing. These goals and objectives shall be completed no later than the 30th of June of each year.

If the evaluation is not completed by the 30th of June, the Employee will automatically receive a passing evaluation and receive a CPI raise plus 2% merit increase in annual compensation.

Section 13: Hours of Work

The Employer acknowledges the proper performance of the Town Manager duties require the Employee to generally observe normal business hours and also will require the performance of necessary services outside of normal business hours. Because the Town Manager's job title is an exempt position, the Employee agrees to devote such additional time as is necessary for the full and proper performance of the Town Manager duties and that the compensation herein provided includes for such performance. The Employer intends that reasonable flexible

scheduling of time off be permitted, such is customary for exempt employees, so long as the time off does not interfere with the completion of the required duties as identified in section 2.

Section 14: Outside Activities

The employment provided for this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his or her responsibilities under this Agreement. The Employee shall receive prior written approval of the Employer before participating in any of the above- mentioned activities.

Section 15: Indemnification

Beyond that required under federal, state or local law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 16: Other Terms and conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Town of Pahrump Ordinances and/or Resolutions and NRS Statues or any other law.

Section 17: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Pahrump Town Board Chairman
400 N Highway 160
Pahrump, NV 89060

- (2) EMPLOYEE: William A. Kohbarger
PO Box 1902
Pahrump, NV 89041

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as allowed by civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: General Provisions

This agreement sets forth and establishes the entire understanding between the Employer and the Employee replaces any previous oral or written agreement.

This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

This Agreement shall become effective on July 1, 2012.

The invalidity or partial invalidity of any portion of this agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

PROCEDURES FOR THE RECRUITMENT OF A TOWN MANAGER

- 1. Town Board selects two Town Board (TB) members to Town Manager (TM) selection committee. I recommend Ms. Parker and Ms. Endersby because of their backgrounds, their commitment to the Community as members of this Board, their research abilities, their knowledge of the community, their tenacity in “attention to detail” while putting personal feelings aside and seeking what is best for our community.**
 - a. Selection committee may solicit oral input from department heads throughout this process for all applicants meeting the requirements for eligibility and application completeness.**
- 2. Human Resources (HR) shall make the full application with applicable application questions available on Town website.**
- 3. TM selection committee, through Town staff, is authorized to publish the TB-approved advertisement in the following publications, provided the total cost of recruitment does not exceed \$18,000:**
 - a. ICMA-CM Newsletter and icma.org**
 - b. County News (National Assoc. of Counties)**
 - c. Pahrump Valley Times**
 - d. The Mirror**
 - e. Las Vegas Review Journal**
 - f. Reno Gazette-Journal**
 - g. National City Manager Association website**
 - h. Govtjobs.com**
 - i. Jobs Available**
 - j. Any other online publications deemed appropriate by the committee such as NLC&M.**
- 4. Publication of the advertisement shall occur in the month of March, 2012.**
- 5. The deadline for one to submit an application for the position is March 30, 2012 at 5:00 PM.**

- 6. The TM selection committee, in consultation with HR and the Town Attorney, shall review applications for eligibility and completeness.**
- 7. After the TM selection committee has excluded ineligible and incomplete applications, HR shall provide all eligible and complete applications to all members of the TB for their information ONLY. No discussion by the remaining THREE TB members except at an OPEN Meeting.**
- 8. The selection committee shall narrow eligible and complete applications at their discretion using the applications on file and telephonic interviewing or a combination thereof.**
 - a. Should there be a dispute amongst the selection committee members as to the narrowing of the pool of applicants, each member may telephonically interview up to five applicants. HR shall arrange telephonic interviews such that each applicant is only interviewed telephonically once.**
 - b. Extensive background checks shall be conducted on up to three finalists.**
- 9. Up to three applicants shall be proposed to the TB for the position of TM. The selection committee shall propose the applicants at the April 10, 2012, TB meeting.**
 - a. The selection committee shall mutually propose one applicant. Additionally, each selection committee member may independently submit one applicant for the position.**
- 10. In the Open Special Meeting, the TB may conduct in-person interviews of finalists for the position of TM. The special meeting of the TB shall occur on Thursday, May 10, 2012, beginning at 10 AM or 7:00 PM either at the BoCC Chambers or at the Bob Ruud Center.**
- 11. Even if the TM presently holding the position does not submit an application, the TB may consider him for the position and propose a contract for his employment. The TB is not required to select one of the three proposed applicants for the position.**

TIMELINES AND PROCEDURES FOR SOLICITATION OF APPLICANTS FOR TOWN MANAGER POSITION

TIMELINES:

2/28/2012 – Agenda item to approve seeking applicants for the position of TM, procedures for selection of TM by Town Board, approval of Job Description, approval of Advertisement, approval of Funds related to the Town Manager search in an amount not to exceed \$18,000 and entities in which the Advertisement may be published, and selection of TB members to the TM selection committee.

2/29/2012 – Staff to place ads and reserve BoCC Chambers for Thursday, May 10, 2012, 10:00 AM for the Special Town Board meeting.

3/30/2012 - Fully completed applications must be received by HR by 5:00 PM.

4/10/2012 - The selection committee shall propose up to three applicants at TB meeting.

4/10/2012 - Staff to schedule finalists for in-person interview at May 10th Special Town Board meeting.

5/4/2012 - Special TB Meeting Agenda prepared and posted.

5/10/2012 at 10:00 AM – Special Town Board Meeting to Conduct Interviews of Finalists.

Job Title:
Town Manager

Company Name:
Town of Pahrump

Salary:
DOE/Education
\$100,000 - \$165,750

Minimum Education:
Bachelor's Degree

Minimum Experience:
5 years

How To Apply:
To receive an employment application, supplemental questionnaire and background packet, contact:

Benefits:
Health Insurance, Dental Insurance,
Vacation, Sick Leave, Holidays,
Retirement/Pension Plan

Terry Bostwick
Human Resources Coordinator
775/727-5107 ext. 306
775/727-7887 fax
tbostwick@pahrumpnv.org

Job Description:

The Town of Pahrump is an unincorporated town, located in Nye County, Nevada, approximately 65 miles northwest of Las Vegas, NV. The Town of Pahrump has a population of approximately 37,000. The Town is seeking a proven local-government professional to serve as its Town Manager. The Town Manager reports to an elected five-member Town Board. The Town Manager is the chief executive officer of the Town and is responsible for implementing the policies set forth by the Town Board and for the effective administration and management of the Town's various departments, including fire and ambulance services, buildings and grounds with parks and recreation, business licensing and Town administrative staff. The Town employs approximately 50 career employees and several part-time and seasonal employees. The successful candidate will possess excellent verbal, written and interpersonal skills, with the ability to communicate effectively with diverse groups of citizens, elected officials and Town employees. The ideal candidate will be a strong team leader who will represent Pahrump, Nevada, with integrity and honesty. The job requires a top-notch organizer, creative problem solver, with strong time management skills. A Bachelor's degree in public or business administration, finance, planning, or a related field that has significant emphasis on public administration or government operations from an accredited college or university and a minimum of five (5) years of progressively responsible local government management experience is required. A Master's degree or better is desirable. ICMA certification is desired. Salary range is \$100,000 - \$165,750. Applicants will be asked to provide their expected salary; however, applicants will be ranked on the basis of education and experience. The Town of Pahrump requires a background check and drug screen from a designated facility prior to employment. The contract for employment will include a one-year probationary period.

Applications/resumes must be received on or before March 30, 2012 at 5:00 p.m.

TOWN MANAGER SUPPLEMENTAL QUESTIONNAIRE

Please provide a thorough response to each area listed below. Your responses will be used to determine how your knowledge and experience relate to overall responsibilities and duties of the Town Manager. Your response to each of the seven items must include your position title(s) and dates of employment during which you gained the needed knowledge and experience. Use a separate sheet of paper for your response to each item. Limit each response to no more than 250 words.

1. Please describe your managerial experience during the most recent 10 years. Include your position title(s), period of employment in each position, and a brief description of the size, structure, and activities of each organization. Clearly state your own reporting relationships within the organization and the level of your authority and responsibility.
2. Please describe your level of authority, responsibility, and experience in the areas of water resources, water rights, and agriculture irrigation issues.
3. Please describe your level of authority, responsibility, and roles in addressing issues related to development of water and wastewater delivery and treatment systems, organizational structure, facilities, and service.
4. Please describe your level of authority, responsibility, and roles in addressing issues related to land use planning / urbanization, fish & wildlife requirements, zoning, and business development.
5. Please describe your level of authority, responsibility, and roles interacting with or lobbying federal, state, and local governmental and regulatory agencies.
6. Please describe your level of authority, responsibility, and roles interacting with government agencies such as the Bureau of Land Management, the U.S. Forest Service, the Department of the Interior, the Federal Aviation Administration, the Army Corps of Engineers, the Department of Defense, and the Department of Energy.
7. Please describe your view of the role of a Town Manager relative to the Town Board, County Commissioners, other Elected County Officials, other government agencies, Town staff, and the local community.

TOWN MANAGER
SUPPLEMENTAL QUESTIONNAIRE #2

Please write two to three paragraphs in response to each of the following eight items. Be sure to include your name on each page you submit. Your responses will be reviewed for content and presentation. A complete response to each of the items is required.

1. Please describe the most significant issue or project on which you have worked during the last four years. Discuss your role and how your actions influenced the outcome of the project.
2. The position of Town Manager has a broad span of control that includes responsibility for supervising department heads on a broad range of issues. Describe your *specific* experience as it relates to this responsibility.
3. Please describe your experience lobbying a public body (*e.g.*, state legislature) on a controversial issue on behalf of a public agency. Be specific about your individual role in the effort. Explain why your efforts were effective or, if ineffective, what you would do differently in a similar situation.
4. Please describe your understanding of the issues regarding water resources, rights, and usage as they pertain to this Town and County.
5. Please describe your understanding of the issues regarding population growth and strategic planning as they pertain to this Town and County.
6. Please describe your experience in developing operating budgets for a multi-faceted organization.
7. Under direction from the Town Board, the Town Manager implements the policies and directives of this body and collaborates with department heads on a broad range of issues. Please describe your philosophy and specific experience regarding the role and responsibilities of the Town Manager as it relates to the role and responsibilities of the Town Board.
8. Please describe your experience and philosophy regarding land use planning and community/business development.

G&A

Dear Candidate:

Our firm has been retained by the Town of Pahrump to perform a pre-employment background on the person(s) identified as a Finalist for the position of Town Manager. Therefore, in order to streamline the process and meet the deadline set forth by the town, we are asking that you read and sign the attached waivers and return them to the Town of Pahrump.

If you are identified by the town as a Finalist, we will begin this process only after we have been notified by the town to proceed. The details regarding the scope of this background are outlined in the attached waiver. A portion of this process will include an on-site visit to your home city/area to conduct reference interviews and perform other background related tasks. Town officials will provide you with a time frame, but we have tentatively scheduled the on-site portion of the background to take place between April 11- 18th, 2012. The specific date and further details will be provided to you as the time draws nearer.

Please find attached:

1. Authorization for Release of Information Form
2. Candidate Questionnaire
3. Residence Questionnaire

We've been conducting local government background screening since 1989, and you may rest assured that we will perform this project with the utmost discretion. And as mentioned, we will not begin any portion of the background until we have been notified to proceed and have the signed waivers from the selected Candidate. If you have any questions regarding this process, please feel free to contact me, or the town of Pahrump. I will be in contact with the selected candidate(s) as soon as we are notified by the town.

Sincerely

David Gleason

David Gleason
Senior Associate

DPG/lb
Attachments (3)

G & A, Inc
St. Paul, MN
Phone 651.283.3871 / Fax 651.204.0034
govbackgrounds@msn.com

AUTHORIZATION FOR RELEASE OF INFORMATION

I understand that if I am chosen as a Finalist for the position of Town Manager for the Town of Pahrump, Nevada, a pre-employment background will be conducted on me in consideration for that position. I hereby consent and authorize you to release and make available to Gleason & Associates, Inc., acting on behalf of that town any information or data in your possession which may relate to my professional and occupational qualifications. This authorization includes:

- Consent to verify academic, or degree accomplishments
- Consent to search and recover any criminal, civil, or financial records
- Consent to contact my current and/or any previous employer for purposes of confirming employment information. This shall include retrieval of any personnel file information including dates of hire and separation, position titles, recovery of performance reviews and/or evaluations, salary, or any position related personnel information deemed necessary by Gleason & Associates.

I further consent and grant permission to Gleason & Associates and/or it's representative to contact any person who may knowledge of my professional abilities as they relate to the position for which I am applying. I also grant permission to Gleason & Associates and/or it's representative to conduct interviews with any person for the purpose of obtaining information regarding my professional experience and/or work related performance, and understand the information provided by those persons may be forwarded to the above named town. I understand the purpose of permitting Gleason & Associates to have access to this information is to assist in determining my suitability for employment. I further understand that all material pertaining to this background becomes the property of the client and will not be released to any third party. I agree to indemnify and hold harmless Gleason & Associates, Inc., and it's representative as well as the person or agency to whom this request is presented, from and against all claims, damages, losses and expenses, including reasonable attorney's fees arising out of, or by reason of, complying with this request. I hereby knowingly waive any and all privileges, including protection under the Data Practices Act, releasing all parties from any and all liability and claims for damage whatsoever that may result. This authorization shall be valid for a period of sixty (60) days after the date affixed to this document. However I reserve the right to, at any time prior to that expiration, cancel this authorization by providing written notice to the organization listed above, or Gleason & Associates, Inc. of that fact. A photocopy of this release form will be valid as an original hereof, even though photocopy does not contain original writing of my signature.

X _____
Print full name (last, first, middle)

X _____
Sign full name

Date
GVA

RESIDENCE QUESTIONNAIRE

Please complete and return this form to the Town of Pahrump with your signed Waiver

Print your full Name _____

- List your City and State(s) of residence for the past 10 years.

(Most recent first)

1. City & State _____ From (year) _____ to (year) _____
2. City & State _____ From (year) _____ to (year) _____
3. City & State _____ From (year) _____ to (year) _____
4. City & State _____ From (year) _____ to (year) _____
5. City & State _____ From (year) _____ to (year) _____
6. City & State _____ From (year) _____ to (year) _____
7. City & State _____ From (year) _____ to (year) _____
8. City & State _____ From (year) _____ to (year) _____
9. City & State _____ From (year) _____ to (year) _____
10. City & State _____ From (year) _____ to (year) _____

GVA

LETTER OF AGREEMENT

Date Agreement entered and signatures attached

February 6, 2012

This shall serve as a Letter of Agreement between
Town of Pahrump, Nevada (Client)
and
Gleason and Associates, Inc. (Provider)

At the request of, and acting on behalf of the Client, Gleason and Associates, Inc. agrees to provide the following:

Acting in the capacity of an Executive Search Firm, will provide management services to the Client regarding the development of Background profiles for the position of Town Manager. The purpose of these Backgrounds will be to gain information regarding the applicants and his/her professional experience as they may relate to the position.

Seek out and obtain any pertinent, job related information regarding each Candidate and his/her background which, if hired, may have an effect on the Client. The information sought will be that which relates to the bona fide, occupational qualifications of the Candidate as they pertain to this position. Any private data reviewed shall be in a manner consistent with state and federal laws. Each Candidate will be asked to review and sign a release waiver allowing the representative from Gleason & Associates to obtain information and contact those person(s) who may have knowledge of the Candidate's past work history.

Conduct Background Profiles for 1- 3 Finalists at the level requested by the Client.
(Town of Pahrump shall determine number of Finalists)

Items included with this Option: (For each Finalist)

Criminal, Civil, Financial Records Search
6 Professional Reference Interviews with written synopsis
Written Candidate Overview
Professional Employment verification (up to six) includes Personnel File / Performance Review retrieval (if legally retrievable)
Candidate Professional Questionnaire results
Media, News, and Public Data search
Academic and/or Degree confirmation
Professional Accomplishment verification

PROCEDURE, TIME REQUIREMENTS, AND MISCELLANEOUS

Each Background will be conducted On-site in the home city or area of each Candidate. The On-site portion for each Background will take approximately two or three days to complete. This does not include travel time, or project completion time. Additional time is necessary to verify data, assimilate information, and complete the project.

Conditions regarding termination of Project prior to completion of an On-site visit.

The Client shall be charged one-half of the professional fee and any incurred travel expenses if:

- A Candidate withdraws from consideration once the actual On-site has begun, or
- The Client cancels the Background project once it has begun, or
- The Client determines that the On-site portion and remainder of the background is no longer necessary.

Conditions regarding termination of Project after completion of an On-site visit.

Once the On-site portion of any background has been completed, the full professional fee and any incurred travel expenses shall be paid if:

- The Candidate withdraws from consideration, or
- The Client terminates the project, or
- The Client does not make an offer of employment to the Candidate.

If the Client requests additional Backgrounds beyond the number of Candidates identified on page 3 of this document, a mutually agreeable Addendum to this Agreement shall then be signed by both parties. It is agreed that Gleason & Associates, Inc. shall be acting in the capacity of an Independent Contractor for the Client, and shall be saved harmless from any suits, actions, damages, and/or any liability and expense, including attorney fees, arising from any action not directly related to the specific duties & responsibilities in this Agreement.

EXPENSE POLICY

Project related expenses shall be reimbursed by the Client based on the following, and are not considered part of any portion of the professional fee:

TRAVEL EXPENSES

Round trip airfare from Minneapolis to each of the Candidate's home city or area, car rental while on site, and gasoline during the project are reimbursed at cost. (receipts provided) If automobile travel is determined to be more economically and logistically feasible, round trip mileage reimbursed @ .45 cents per mile from Forest Lake, MN. to Candidate's home city and/or areas.

LODGING

Lodging for one consultant during the project shall be reimbursed at actual costs. This shall include travel time to, between, and from Candidate's home area/city. (receipts provided)

MEALS

Flat rate of \$45.00 per day while conducting project. This rate shall include travel days to, between, and from the Candidate's home area/city. (no receipts provided)

MISCELLANEOUS

If air travel utilized, airport parking reimbursed at actual cost. Any legitimate, unforeseen project related expenses incurred during project are reimbursed at actual cost. (receipts provided)

PROFESSIONAL FEE

We, the authorized official(s) of the Town of Pahrump, Nevada, agree to pay
Gleason & Associates, Inc. the professional fee of
\$1,850.00 per Candidate (up to three) for completion of the Background items listed.

FEE AND EXPENSE REIMBURSEMENT SCHEDULE

Gleason and Associates, Inc. requires no payment prior to the beginning of this project. However, the professional fee and expense reimbursement shall be paid in full no later than 30 days of receipt of Invoice by the Client.

SIGNATURE(S) OF AUTHORIZED OFFICIALS

WE HAVE READ, AND AGREE TO HONOR ALL PROVISIONS DESCRIBED IN THIS CONTRACT.

Client – Town of Pahrump, Nevada

*

AUTHORIZED SIGNATURE AND TITLE

Gleason & Associates, Inc

David Gleason Senior Associate

*AUTHORIZED ELECTRONIC SIGNATURE AND TITLE

* For the purposes of electronic transmission and reproduction needs, all signatures whether original or duplicate shall be considered as original.

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding 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 County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 2/14/2012	<u>DATE OF DESIRED BOARD MEETING</u> 2/28/2012
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision to Approve an Advertisement for the New Pahrump
Convention Center/Civic Center Advisory Board (PCC).

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

BRIEF SUMMARY OF ITEM:
See attached a copy of the advertisement.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board

SPONSORED BY:

<u>Pahrump Town Board</u> Print Name	<u><i>Pahrump Town Board</i></u> Signature
<u>400 N. Hwy 160</u> Mailing Address	<u>(775) 727-5107 ext. 305</u> Telephone Number



Town of Pahrump 400 N. Hwy 160 Pahrump, NV 89060 Phone:775.727.5107 Fax: 775.727.0345

FOR IMMEDIATE RELEASE: Wednesday, February 29, 2012

Contact Information:

Samantha Carns, Executive Assistant
400 N. Hwy 160
Tel: 775-727-5107 ext 301
scarns@pahrumpnv.org

New Town of Pahrump Advisory Board

On February 14, 2012 the Town Board created a new Town of Pahrump Advisory Board: the Pahrump Convention Center/Civic Center Advisory Board (PCCAB).

Therefore the Town of Pahrump will be accepting applications from citizens who desire to be part of this new Advisory Board. The following are minimum requirements that the Town Board desires from applicants:

You must have a demonstrated ability to work well with others and expertise in one or more of the following areas: finance/budgeting, architectural design, solar, landscaping, interior design, event planning and/or energy efficiency.

The Town Board will be accepting applications until noon March 21, 2012. To obtain an application, please either go on line at www.pahrumpnv.org or contact Ms. Carns.

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding 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 County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 2/15/2012	<u>DATE OF DESIRED BOARD MEETING</u> 2/28/2012
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Staff's Comments

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

BRIEF SUMMARY OF ITEM:
See attached Town Manager's Report.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Staff

SPONSORED BY:

<u>Pahrump Town Board</u> Print Name	<u>Pahrump Town Board</u> Signature
---	--

<u>400 N. Hwy 160</u> Mailing Address	<u>(775) 727-5107 ext.</u> Telephone Number
--	--

Town Manager Report

02/28/12

1. **Bob Ruud Community Center (BRCC)**
 - a. Finally the BRCC is open for limited use. Mr. Luis is still working on the kitchen area and should be finished within two weeks. Once Mr. Luis is finish, the Town will plan and hold a Re-Grand Opening of the Center.

2. **PTO 35: Amendment to the Business License Ordinance**
 - a. PTO 35 was approved on February 14, 2012 by the Town Board. Town Staff will be publishing PTO 35 in back to back and by the end of March 2012 PTO 35 will become law.

3. **Pool**
 - a. GC Wallace and the Town are still waiting for Gothic Landscaping to supply the rest of the As-built (Civil). GC Wallace has had communications from Gothic that they are working on the As-built plans. Once all has been received the final paperwork will be forwarded to the Town Board for possible approval to pay the retention.

4. **Airport**
 - a. Met with BLM pertaining to Cost Recovery Account. The BLM submitted a Cost Recovery Request. Town Manager requested a more detailed Cost Recovery Account and is awaiting the Account information.

5. **Department Head Reports**
 - a. Fire-Rescue Service January 2012

6. **2011-2012 Goals & Objectives**
 - a. See attached Monthly Update Worksheet – Feb. 2012.

7. **Town Manager Calendars:**
 - a. February 2012
 - b. March 2012

Pahrump Fire - Rescue Service



Monthly Report Jan-12

Scott F. Lewis
Fire Chief

Department Responses:

Monthly Response Total:

	<u>January</u>
Fire:	152
EMS:	460
Total:	612

Response Type:

Fire Incident Type:

	Month
Fires (structures, vehicles, brush, etc.)	14
Rescue/MVAs/Medical Assists	49
Hazardous Conditions/No Fire:	14
Service Assignments:	48
Good Intent Calls:	9
False Calls(alarms & intentional)	13
Special Incidents (miscellaneous)	5
Total:	152

EMS Responses:

	Month
911 Transports	257
Interfacility Transf.	159
AMA:	44
Totals:	460
Civilian Fire Deaths:	1
Civilian Fire Injuries	0
Firefighter Injury	0
Other Public Servants:	0

Apparatus and Facilities:

Apparatus Issues:

- * All apparatus in service
- * Annual pump, ground ladder, and aerial testing completed. All tested equipment passed.

Building Issues:

- * Station 1: No changes
- * Station 5: No changes.
- * Station 3: No changes.
- * Station 2: No changes.

Activities:

Completed:

- * Chief Lewis was a guest speaker at a Rotary Meeting
- * "A" Platoon participated in a joint drill with VEA (electricity emergencies)
- * Completed the annual pump, ground ladder, and aerial ladder testing/cert.
- * Attended the "first" MOU follow-up meeting. Group feedback: "All is well"
- * Chief Lewis participated in the Pool Pact annual evaluation
- * Chief Lewis spoke at the RPC Steering Committee Mtg. regarding Safety.
- * New FF testing underway.
- * Open Lieutenant position selection process underway
- * Firefighter 1 class underway (joint effort w/ county)
- * Chief Lewis attended an external Leadership Conference in Las Vegas
- * Chief Lewis attended the Community Assessment Meeting.
- * Chief Lewis recently met with the "new" State of Nevada EMS Director
- * Fire Chief attended numerous meetings with Nye Planning, Buildings and Safety, VEA/Utility, DV Hospital, etc.

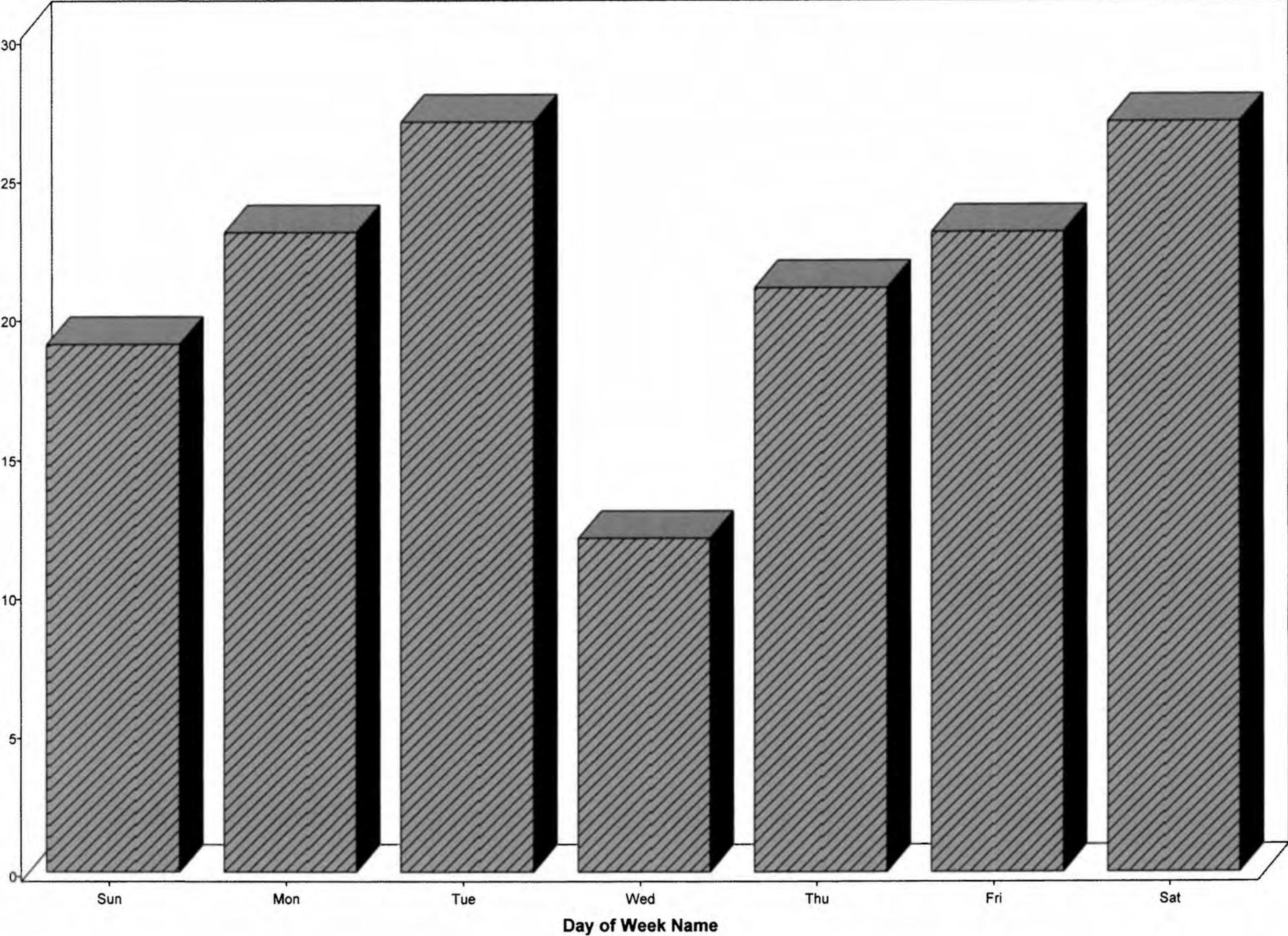
Upcoming:

- * Continue Pre-Fire Plans

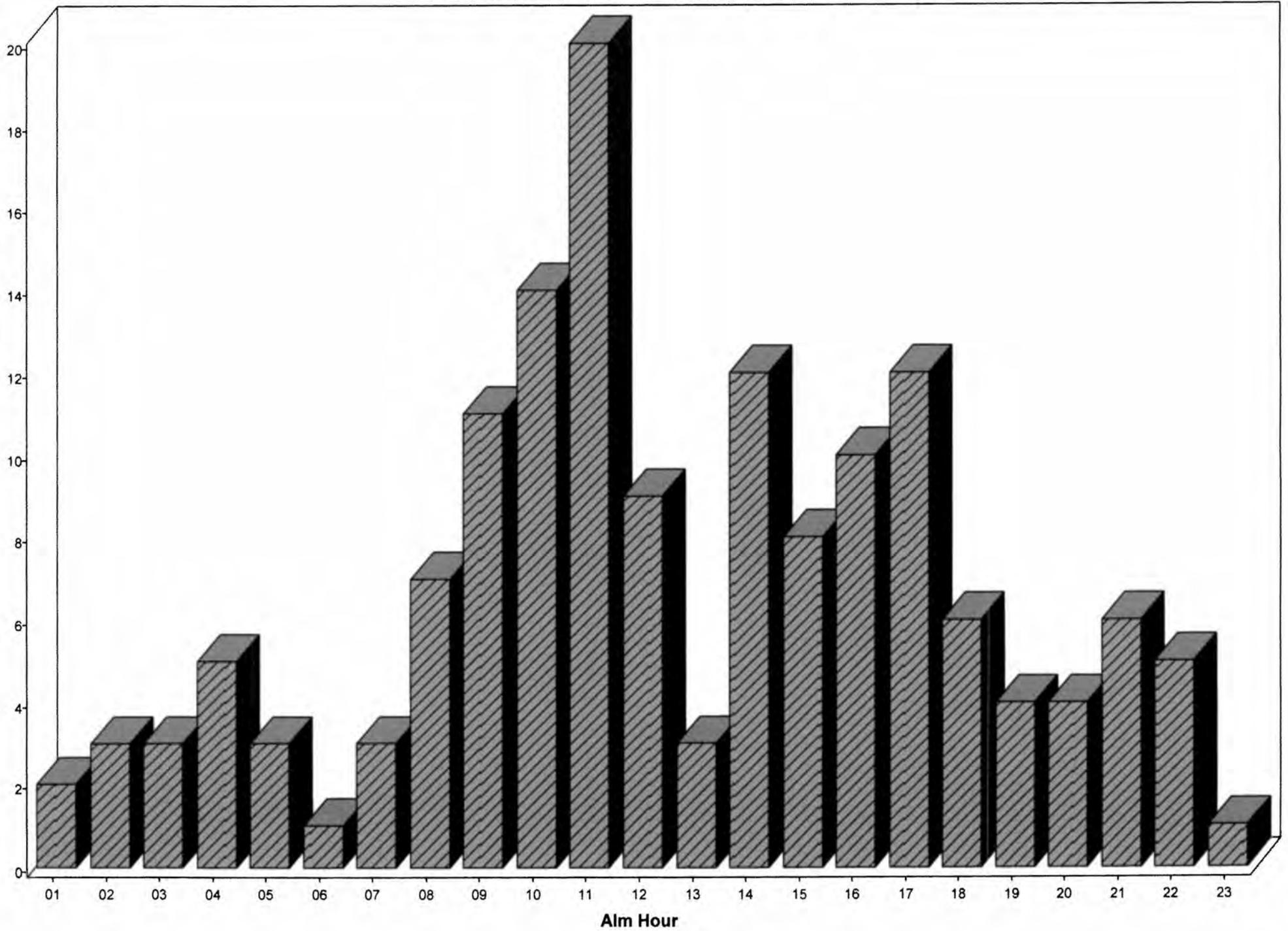
Miscellaneous:

- * The attached "Thank You" letters were received.

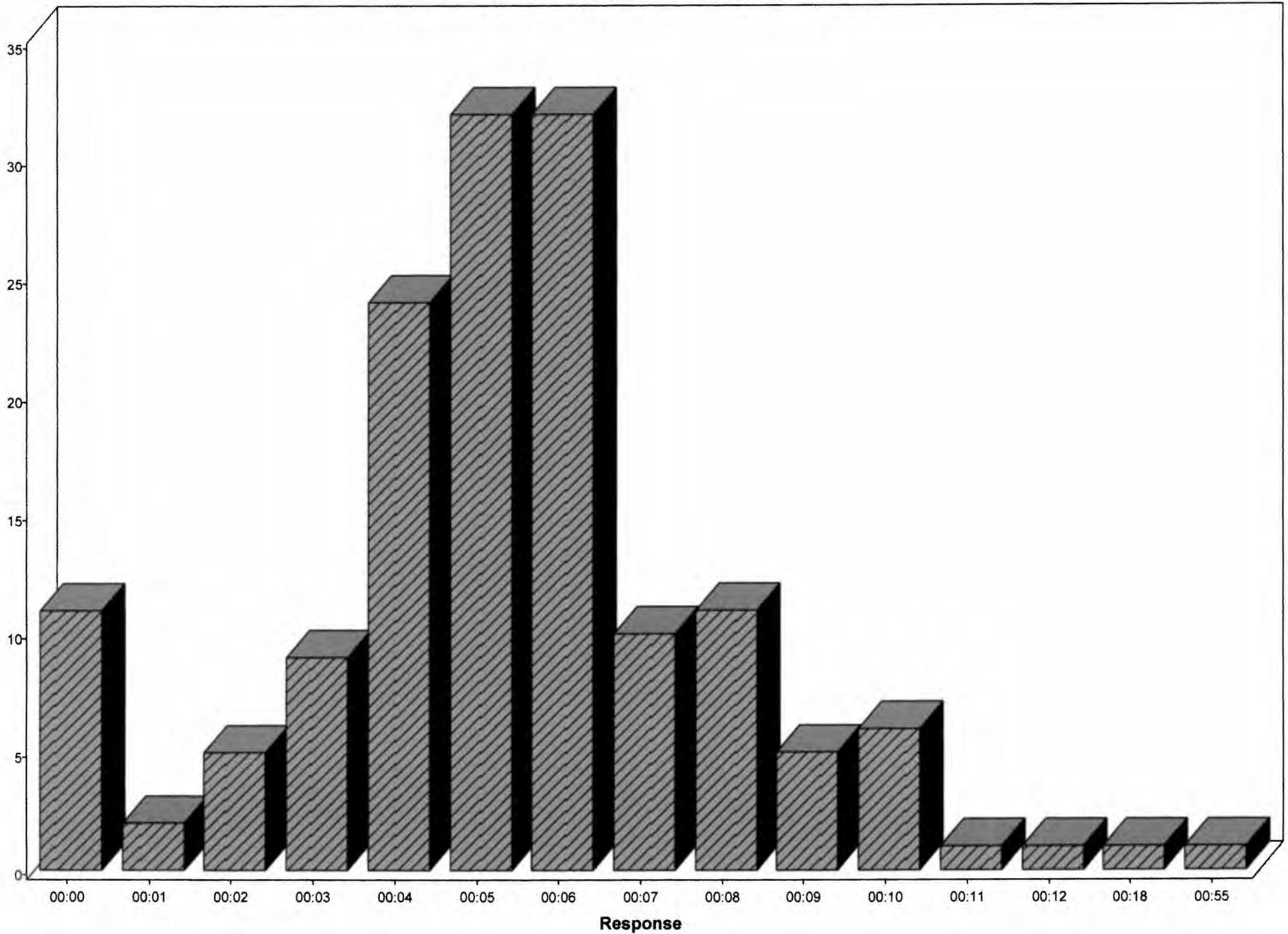
Incident Responses by Day of Week
Alarm Date Between {01/01/2012} And {01/31/2012}



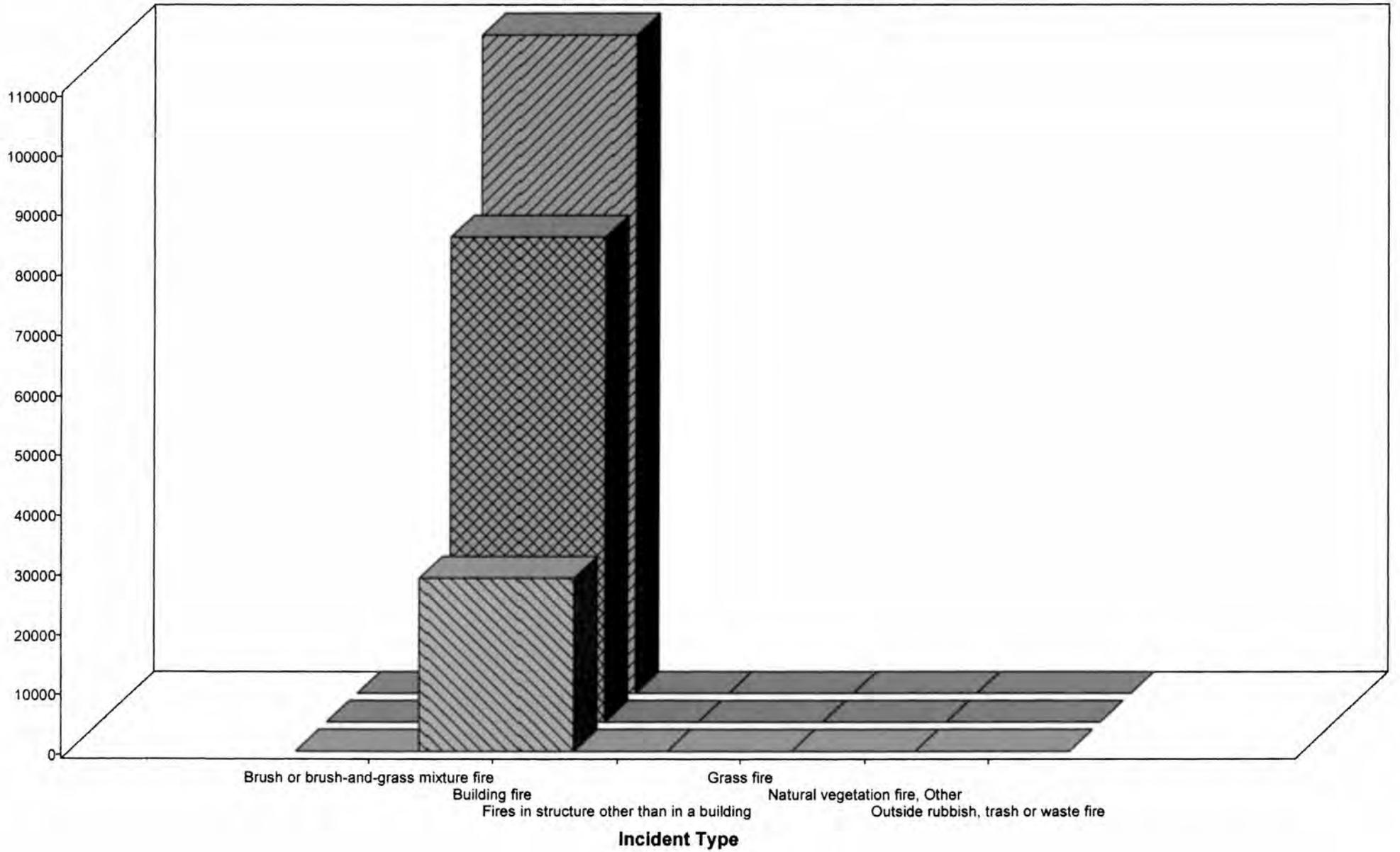
Count of Incidents by Alarm Hour
Alarm Date Between {01/01/2012} And {01/31/2012}



NFIRS Incidents by Response Time (in minutes)
Alarm Date Between {01/01/2012} And {01/31/2012}



Fire Loss Analysis
 Alarm Date Between {01/01/2012} And {01/31/2012}



Value
 Loss
 Saved

Dear Fire Chief Lewis and extended staff

Thank you for the gift giving this
holiday. These expressions of caring
mean so much to me.

Joanne Swartz

Goals & Performance Objectives 2011-2012 Monthly Update

Date Started/ Activity	Goal	Feb-12	Projected Completion Date
<p>10/18/2011</p> <p>11/14/2011</p> <p>12/7/2011</p> <p>1/18/2012</p>	<p>#1 (MD #1) Groundbreaking for fair ground to include arena soccer fields, parking lot, well and septic as Town's first utility which would include having to press State Legislature for waiver from UINC service area this would not have to be more than 60 to 80 acre possible north west side off of Ironwood Street and could be or should be a joint venture with Nye County as this land has been labeled Nye County Fair Grounds. Large outdoor amphitheatres could be made out of the large ravines with some creative grading and conform to flood control in mind. There should be enough high ground to flatten off for a large carnival to set up and if construction companies will trade work for in-kind grading, then work could begin shortly after plans are drawn up. The concept is much like Logandale/Clark County fairgrounds flat land and large steel buildings for events and auctions/show of livestock events, barn dances, etc. Keep it simple, many places today host western theme events and draw large crowds, such as county fairs/rodeos.</p>	<p>Staff (Finance Director & Town Manager) met with County staff to discuss moving forward with a well and soccer field development. Set another meeting w/County Staff for early November to involve Town's Engineer.</p> <p>Staff (Finance Director, Buildings & Grounds Mgr and Town Manager) met with County staff to discuss moving forward with a well, soccer fields and Detention Basin development. Discussed where these areas could be constructed.</p> <p>Staff (Finance Director and B & G Mgr) met with County staff to continue discussions pertaining to this project.</p> <p>Staff (TM, B&G Mgr, FD, and CB&DS Mgr) met to discuss moving forward with plans. FD will be requesting drainage plans from GC Wallace to assist in moving forward.</p>	<p>24-months</p>
<p>10/20/2011</p> <p>11/2/2011</p> <p>12/19/2011</p>	<p>#2 (MD#2) Bring back graffiti Clean-Up as a monthly volunteer day to help clean up Pahrump, use time in between dates to contact property owner for release to be signed, setup paint collection/donation maybe Home Depot, Ace or Wal*Mart will contribute. It is important that this has a very low/no impact cost to the Town. Mr. Darby would be happy to be the point person for this with you.</p>	<p>Town Manager contacted Sheriff Office to determine where what level the Graffiti program is currently operating. Cpt. Becht advised that the program is still in operation and that the S.O. has not received any requests within the past month or two to remove graffiti.</p> <p>Staff (TM, B & G Mgr & Fire Chief) to discuss being proactive with this program. We Having their staff report on areas that contain graffiti while they are out interacting within the community.</p> <p>During a Dept Head meeting Staff (Fire Chief and B & G Mgr) advised that their staff members are checking as they drive around Town.</p>	<p>On-Going</p>

1/18/2012	B & G Mgr submitted a property with graffiti on their block wall. TM will be contacting the S.O. to report the property and further requesting mediation of same. (400 Block Courtney @ Point Dr)	
	<p data-bbox="220 256 1810 293">#3 (VP#1) Revise Business License Program</p> <p data-bbox="220 302 1848 375">10/18/2011 Staff (Town Manager & Town Attorney) placed the Business License Ordinance (PTO 35) on the October 25, 2011 Town Board agenda to start the legal procedure for Changing the Ordinance</p> <p data-bbox="220 383 1848 456">11/8/2011 Town Manager placed a copy of the Re-line version of PTO 35 in the Town Manager report. Is working with the Chamber to sent out notices to the business community pertaining to workshops.</p> <p data-bbox="220 464 1848 578">11/28/2011 Town Manager conducted the first of four workshops on the revisions to PTO 35. The workshops are scheduled for 11/28, 11/29, 11/30 and 12/06. The 11/29 workshops is set for 6:00 p.m. The other three are set for noon.</p> <p data-bbox="220 586 1848 659">11/29/2011 Staff (Town Manager & Town Attorney) created Resolution 2011-12 to adopt a Fee Structure for PTO #35. Resolution 2011-12 will be on the December 13, 2011 Town Board agenda for possible approval.</p> <p data-bbox="220 667 1848 740">11/29/2011 Town Manager conducted the second of four workshops on the revisions of PTO 35. Only one person showed up. However, it was a good chance to really go over the PTO in that individual who had many questions.</p> <p data-bbox="220 748 1848 862">11/30/2011 Town Manager conducted the third of four workshops on the revisions of PTO 35. Numerous businesses show-up. It was a very good comprehensive meeting. Many suggestions were brought up and numerous changes were made to the PTO after conferring with the Town Attorney.</p> <p data-bbox="220 870 1848 984">12/8/2011 Town Manager conducted the fourth of four workshops on the revisions of PTO 35. Numerous businesses/ individuals showed up. There was a lot of back and forth on many items within the PTO. Considering many of the suggestions several changes were made to the PTO after conferring with the Town Attorney.</p> <p data-bbox="220 992 1848 1065">12/8/2011 Town Manager placed two copies of PTO 35 in the Town Board backup for the December 13, 2011 meeting. One copy was a final product while the other was a red-line version.</p> <p data-bbox="220 1073 1848 1105">12/13/2011 The Town Board tabled both PTO 35 and Resolution 2012-01 until the 2nd Town Board meeting in January 2012.</p> <p data-bbox="220 1114 1848 1187">1/9/2012 Staff (Town Attorney & Town Manager) placed PTO 35 on the 01/24/12 Town Board agenda for possible approval.</p> <p data-bbox="220 1195 1848 1227">1/24/2012 Town Board tabled both PTO 35 and Resolution 2012-01 until the 02/14/12 Town Board meeting.</p> <p data-bbox="220 1235 1848 1268">1/27/2012 Town Manager received changes from Mr. Darby and Mr. Kulkin pertaining to PTO 35.</p> <p data-bbox="220 1276 1848 1349">2/6/2012 Staff (Town Attorney & Town Manager) placed PTO 35 and Resolution 2012-01 on the 02/14/12 Town Board agenda for possible approval with provided changes .</p> <p data-bbox="220 1357 1848 1390">2/14/2012 Town Board approved both PTO 35 and Resolution 2012-01.</p>	2/1/2012
10/13/2011	<p data-bbox="220 1474 1810 1511">#4 (VP#2) Complete Last Chance Park</p> <p data-bbox="220 1520 1848 1547">Town Manager and Mr. Adams, PLAB met with BLM staff to discuss Trails Program and Last Chanced</p>	7/1/2012

	<p>Park. BLM advised that they have funds to mitigate the Last Chance property in question. A teleconference has been arranged for October 25, 2011 involving Town staff (Town Manger and Mr. Adams), BLM (Mr. Spencer, Field Manager and Ms. Sprowl, BLM Archeologist) and Ms. Palmer, State Historical Preservation Office staff.</p> <p>10/25/2011 Town Manager participated in a telephone conference with Ms. Palmer, SHPO and Mr. Spencer, BLM to discuss the status of Last Chance Park. The consensus was that the LCP was going to move forward and that the BLM had obtained funds to complete the mitigation. The Town and BLM would be meeting soon to set a schedule to proceed with the mitigation of LCP.</p> <p>11/14/2011 Town Manager sent an email to Mr. Spencer, Pahrump Field Manager requesting a meeting to set the timeline for LCP. A meeting has been set for December 02, 2011.</p> <p>12/2/2011 Staff (Town Manager & Mr. Adams, PLAB) met with BLM staff to discuss LCP. The BLM advised staff the funding that was set aside for mitigation on the property might be on the chopping block due to the Federal budget. The BLM further advised they would know more on December 16, 2011.</p> <p>12/20/2011 Received an email from the BLM advising that they will know more about the funding pertaining to the mitigation by February 2012.</p> <p>2/23/2012 Town Manager emailed BLM requesting information pertaining to the BLM Budget, Mitigation Funds and possible start date for Mitigation to occur on LCP. The Town Manager received the following email response from the <u>BLM: We have a line item that may cover Last Chance now contingent on us being able to cover shortages elsewhere. Regarding a schedule of doing a RFP and issuing the contract, Kathleen will need to take the lead on that and I'll need to talk to her She has several renewable energy projects she is coordinating now on her end including Bright Source-Hidden Hills in Nye County, which is a district priority. Will keep you posted.</u></p>	
<p>10/17/2011</p> <p>10/19/2011</p> <p>10/24/2011</p> <p>11/17/2011</p>	<p>#5 (VP#3) Continue working with FAA, BLM, Fish and Wildlife, etc., on Airport</p> <p>Town Manager submitted a Financial Action Plan (FAP) to the FAA and BLM which stated the Town was attempting to create a revenue stream for the construction and operation of the Airport.</p> <p>Town Manager had a conversation with an FAA representative pertaining to the FAP. FAA advised that the Town's FAP has been sent up the flagpole and that we should be hearing soon if it gets approved.</p> <p>Processed and sent back to the FAA the Federal Aviation Administration's (FAA) Interim Policy on Residential Through-the-Fence (RTTF) Access to federally obligated airports.</p> <p>Town Manager received a letter from the FAA requesting the Pahrump (New) Airport Fiscal Year 2013-2017</p>	<p>12/31/2015</p>

<p>Nov-11</p> <p>12/1/2011</p> <p>12/2/2011</p> <p>12/9/2011</p> <p>12/14/2011</p> <p>12/14/2011</p> <p>12/27/2011</p> <p>1/23/2012</p> <p>1/31/2012</p> <p>2/9/2012</p> <p>2/10/2012</p>	<p>Airport Capital Improvement Plan (ACIP). Town Manager contacted FAA (Mr. Pomeroy & Mr. Kumar) to discuss the ACIP.</p> <p>Town Manager has been requesting and obtaining "Letters of Commitment" to utilize the airport from local and out of town businesses, citizens and visitors that are pilots. So far to date the Town has received 69 commitment letters from licensed pilots.</p> <p>Town Manager received an Opinion Letter from Mr. Kunzi, Nye County DA. The letter advised that the Town had the authority pursuant to the NRS's to own and operate an airport. The letter was sent directly to the BLM by Mr. Kunzi.</p> <p>Town Manager forwarded Mr. Kunzi's Legal Opinion to the FAA (Ms. Hunt & Mr. Pomeroy).</p> <p>Town Manager received a letter from the BLM, advising that they concur with Mr. Kunzi's Legal Opinion. This letter was forwarded to the FAA (Ms. Hunt & Mr. Pomeroy).</p> <p>Town Manager contacted FAA (Ms. Hunt & Mr. Pomeroy) via email to advise them that the Town Board approved the Amended PTO 32 which has created a 2% Room Tax Fund for the construction and Operation of the Pahrump General Aviation Airport. The Town Manager also forwarded all "Letter of Commitment" received to the FAA.</p> <p>Town Manager sent a letter, via email, to the BLM (Mark Spencer, Pahrump Field Manager) requesting a refund of the Airport Cost Recovery Fund pursuant to a request from the BLM.</p> <p>Town Manager forwarded the FAA (Ms. Hunt & Mr. Pomeroy) all the Commitment Letters that the Town has obtained.</p> <p>Town Manager spoke with the FAA (Ms. Hunt) via telephone. The FAA is requesting more information from the Town pertaining to the Financial Plan. The Town will be receiving a letter from the FAA shortly</p> <p>Town Manager conducted a meeting with Congressional staff from Senator Reid and Senator Heller offices pertaining to issues involving the Town v BLM. NOTE: Mr. Kulkin and Dr. waters attended this meeting.</p> <p>Town Manager conducted a meeting with BLM to discuss the Cost Recovery Account for the Airport. The meeting was very informative.</p> <p>Town Manager contacted Senator Reid' staff to gather information about the Southern Nevada Lands Management Plan as a possible way to cover the costs for the Recovery Cost Account that the BLM is seeking from the Town.</p>	
<p>11/17/2011</p> <p>12/19/2011</p>	<p>#6 (VP#4) Complete 5-Year Strategic Plan</p> <p>Town Manager contacted the DH's (CS&D Mgr, HR, Finance Director, Fire Chief & B&G Mgr) and advised them all to start putting together the financial documentation for a five year Strategic Plan.</p> <p>Town Manager conducted a Department Head meeting and received updates from all DH's as to how far along their plans were.</p>	<p>6/1/2012</p>

#7 (CE#1) Rewrite and obtain passage of a new Nuisance Abatement Code working with both Town and County to assist in the development and enforcement of Town and County nuisance abatement regulations and compliance ordinances.

Unknown

#8 (CE#2) Expand on the implementation of a 'Communication Package' for information sharing between the Town Board, Town Staff, and Citizens of Pahrump. The purpose is to meet Sunshine Act laws and State NRS regulations.

12/19/2011

Staff (Department Heads & Town Manager) discussed composing more Press Releases for items occurring within the Town and involving staff.

1/18/2012

Staff (Department Heads & Town Manager) discussed more options such as utilizing the Nugget & Saddle West Reader signs.

On-going

#9 (CE#4) Place economic development as a number one priority to promote commercial business development, job development, light industry, etc., by working with the County Administration, County and State Economic Development Agencies, Town staff, and public/private resources.

Oct-11

Staff (Town Manager/Community Services Development Manager/Finance Director) has met with County staff and County ED agencies on several ED opportunities.

Nov-11

Staff (Town Manager & CSD Mgr) has met with and attended all meetings pertaining to Eco Dev within the Town and County.

Dec-11

Staff (Town Manager & CSD Mgr) has met with and attended all meetings pertaining to Eco Dev within the Town and County.

1/9/2012

Staff (Town Manager/CSD Mgr/Finance Director) placed an item on the 01/24/12 Town Board agenda requesting permission to move forward with asking Nye County to remove Tax Delinquent properties from the roles to be later purchased by the Town of Pahrump for Economic Development & Recreational purposes.

Jan-12

Staff (Town Manager/CSD Mgr/Finance Director) has met with and attended all meetings pertaining to Eco Dev within the Town and County.

2/7/2012

Town Manager attended the Governor's Press Conference via video conferencing.

Feb-12

Staff (Town Manager/CSD Mgr/Finance Director) has met with and attended all meetings pertaining to Eco Dev within the Town and County.

On-going

11/8/2011	<p data-bbox="218 168 1808 293">#10 (CE#5) Create a "One Stop Shop" for incoming businesses/residents that will identify Community Contacts, Community Development, Workforce Development, Infrastructure Development (utilities), and Education Resources. This "One Stop Shop" will be placed on the Town's website.</p> <p data-bbox="218 293 1808 456">Staff (Mr. Balloqui) attended the monthly joint Utilities meeting and started to gather information for the "One Stop Shop".</p>	12/31/2012
11/2/2011	<p data-bbox="218 496 1808 621">#11 (CE#6) Implement a back up training program for staff. The purpose is to designate a back up employee to be trained in the primary employee's critical job duties. Prepare manuals which include critical elements of each position.</p> <p data-bbox="218 621 1808 781">Staff (TM & DHs) met to discuss this project and place a timeline on the completion of same.</p>	3/31/2012
<p data-bbox="25 870 218 906">Oct-11</p> <p data-bbox="25 951 218 987">10/18/2011</p> <p data-bbox="25 992 218 1027">11/8/2011</p> <p data-bbox="25 1073 218 1109">11/9/2011</p> <p data-bbox="25 1154 218 1190">11/10/2011</p> <p data-bbox="25 1195 218 1230">12/2/2011</p> <p data-bbox="25 1235 218 1271">12/8/2011</p> <p data-bbox="25 1276 218 1312">12/13/2011</p> <p data-bbox="25 1317 218 1352">12/19/2011</p> <p data-bbox="25 1398 218 1433">12/21/2011</p> <p data-bbox="25 1438 218 1474">12/23/2011</p> <p data-bbox="25 1520 218 1555">1/10/2012</p>	<p data-bbox="218 821 1808 865">#12 (CE#7) Complete Ruud Community Center roof repairs and/or construction of new Community Center.</p> <p data-bbox="218 870 1808 946">Staff (Building & Grounds Manager) has been research and putting together an RFP to replace both roof on the Ruud Community Center.</p> <p data-bbox="218 951 1808 987">Staff (Human Resources) placed the above mentioned RFP in the local and regional newspapers</p> <p data-bbox="218 992 1808 1068">Staff (Building/Grounds Mgr & Town Manager) placed this item on the 11/08/11 Town Board agenda. The Town Board approved awarding RFP 2011-04 to Anthony Roofing & Waterproofing.</p> <p data-bbox="218 1073 1808 1149">Town Manager issued a "Notice to Proceed" to Anthony Roofing & Waterproofing. Building/Grounds Mgr. hand delivered the "Notice to Proceed."</p> <p data-bbox="218 1154 1808 1190">Building/Grounds Mgr. met with Anthony Roofing to walk the BRCC Roof and set a timeline for the project.</p> <p data-bbox="218 1195 1808 1230">The Roof Reconstruction was started on December 2nd and was completed on December 09th.</p> <p data-bbox="218 1235 1808 1271">The Mold Remediation was started on December 08th and was completed on December 16th.</p> <p data-bbox="218 1276 1808 1312">The Town Board approved funds for the upgrades to the BRCC Kitchen.</p> <p data-bbox="218 1317 1808 1393">The Restoration of Room A, B and the Hallway is scheduled to start two days (December 19th) after the mold remediation is expected to be completed within one to two weeks.</p> <p data-bbox="218 1398 1808 1433">Converse tested the inside air of the BRCC. He Town is awaiting the results.</p> <p data-bbox="218 1438 1808 1515">Converse contacted staff (B&G Mgr) and advised the BRCC received passing marks for air quality. The Town will be receiving a report from Converse within a week.</p> <p data-bbox="218 1520 1808 1555">Belfor completed the restoration of Rooms A & B and the Hallway.</p>	3/31/2012

<p>1/11/2012 2/9/2012 2/22/2012</p>	<p>B & G Staff started their repairs/upgrades to the BRCC. Town Manager sent an email to the Town Board advising that the BRCC is open for limited use until the kitchen repairs are completed. Staff (B & G Mgr) advised that the BRCC is very close to be completely finished. The upgraded lighting fixtures were installed in Rooms A & B and Hallway. The lighting fixtures for the Main Room are being started on 12/23/12. He further informed that he is waiting on the new Kitchen Cabinet but expect that work to be completed within two weeks.</p>	
<p>10/21/2011 11/8/2011 11/9/2011 12/19/2011 1/18/2012 2/21/2012</p>	<p>#13 (CE#8) Complete Field C Park Lighting project. Staff (Building & Grounds Mgr) contacted GC Wallace to request Petrack Park Lighting Design cost analysis. GCW provided a cost analysis of \$15,000.00 for the engineering which will be placed on the November 08, 2011 Town Board agenda for approval. Staff (Building & Grounds Mgr) placed the GC Wallace cost analysis on the 11/08/11 Town Board agenda. The Town Board approved moving forward. Town Manager signed and sent forward to GC Wallace the Letter of Authorization for the Petrack Park Lighting Design via email. Plans are being drawn up and staff (Mr. Luis) feels this project will be completed by Spring 2012. Staff (B & G Mgr) advised that he will be placing this item on one of the February 2012 Town Board agendas requesting to go to rfp. Staff (B&G Mgr) advised that this project has been submitted to the County's Planning Dept and the Town is awaiting approval before going to RFP. Hopefully this item will be on the first Town Board agenda in March 2012.</p>	<p>12/31/2012</p>
<p>Dec-11</p>	<p>#14 (CE#9) Refurbish public restrooms at Petrack Park. Buildings & Grounds have already started refurbishing the inside of the restrooms. They have applied garage floor coating to the floors.</p>	<p>3/31/2013</p>
<p>10/24/2011 11/17/2011</p>	<p>#15 (CE#10) Oversee, guide, and work diligently to ensure the Pahrump Airport is completed in a timely manner. Processed and sent back to the FAA the Federal Aviation Administration's (FAA) Interim Policy on Residential Through-the-Fence (RTTF) Access to federally obligated airports. Town Manager received a letter from the FAA requesting the Pahrump (New) Airport Fiscal Year 2013-2017 Airport Capital Improvement Plan (ACIP). Town Manager contacted FAA (Mr. Pomeroy & Mr. Kumar) to discuss</p>	<p>12/31/2015</p>

1/13/2012	<p>the ACIP. The ACIP must be returned to the FAA no later than January 16, 2012.</p> <p>Town Manager completed and forwarded the Airport Capital Improvement Plan (ACIP) to the FAA.</p>	
	<p>#16 (CE#12) Complete goal established in 2006 to develop a 'Business Enterprise Zone' by completing Brownfield designation to significantly increase the probability of receiving State and Federal development grants.</p>	Unknown
12/19/2011	<p>#17 (CE#16) Improve public relations for the Town.</p> <p>Staff (Dept Heads and Town Manager) discussed this item in length during a DH meeting. One idea was to write more Press Releases detailing positive events and accomplishments of staff on a regular basis.</p>	On-going
<p>9/26/2011</p> <p>10/6/2011</p> <p>10/24/2011</p> <p>1/23/2012</p> <p>2/14/2012</p>	<p>#18 (CE#18) Continue work toward question of Town Incorporation.</p> <p>Town Manager met with Mr. Hartman, Incorporation AB to answer questions pertaining to incorporation. We discussed several options to proceed forward including city of Henderson changing the CTX in 2001.</p> <p>Town Manager met with City of Henderson City Manager asking him questions on how the City of Henderson was able to effective change the CTX in 2001. Henderson CM advised he would forward the report.</p> <p>Town Manger met with Mr. Hartman to discuss one issue pertaining to the IAB. The issue was solved and Mr. Hartman will be updating the IAB.</p> <p>Mrs. Murray, IAB Chair advised, via email, that the IAB has a meeting this Thursday evening (01/26/12) to possibly approve the presentation. If all goes well with the AB, they will be prepared to make a presentation to the Town Board at the February 28 meeting.</p> <p>Town Manager placed the Incorporation Final Report on the Town Board agenda for 02/28/12.</p>	On-going

1/18/2012	<p>#19 (CE#21) Find and implement ways to help people who are disabled get to Town Board meetings.</p> <p>Currently the Town Board meetings can be seen via the internet (Granicus). Staff (DH's & TM) came up with several ideas/suggestions. The TM is following through with the suggestions. Senior Center replays/head phones at meetings/wireless mic</p>	Unknown
<p>11/10/2011</p> <p>12/6/2011</p> <p>1/9/2012</p>	<p>#20 (CE#24) Hold workshops/training as to Advisory Board roles, policies, and procedures.</p> <p>Staff (Executive Secretary) sent out an email to all Advisory Board members requesting dates that are not good to meet in January 2012 further advising them that there will be a Workshop held in January 2012. Staff (Ms. Carns) sent out an email advising all that a date had been chosen to hold the workshop. That date being January 09, 2012 at 5:30 p.m. Town Manager conducted an Advisory Board workshop. Numerous items were discussed from Open Meeting laws to By-law changes to communication between Town Board, AB and staff members, etc.. NOTE: Each Advisory Board had at least one member in attendance.</p>	On-going
<p>11/8/2011</p> <p>12/13/2011</p> <p>1/24/2012</p> <p>2/28/2012</p>	<p>#21 (TW#1) Brief status of all 'finalized' Goals monthly / Give estimated completion dates / State "closed" when completed.</p> <p>Town Board received an updated G&O status report. Town Board received an updated G&O status report. Town Board received an updated G&O status report. Town Board received an updated G&O status report.</p>	On-going
12/23/2011	<p>#22 (TW#2) Ensure TM has a continual review of all items on the selected Town Manager Evaluation Form.</p> <p>Town Manager received a copy of the completed Town Board evaluation.</p>	On-going
Dec-11	<p>#23 (TW#3) Ensure Town Board members are kept current on all items on the selected Town Manager Evaluation Form.</p> <p>Town Manager is submitting monthly reports to the Town Board on the approved Goals and Objectives.</p>	On-going

<p>Oct-11</p> <p>Nov-11</p> <p>Dec-11</p> <p>12/13/2011</p> <p>12/19/2011</p> <p>12/13/2011</p> <p>2/14/2012</p>	<p>#24 (TW#4) Review all Town Ordinances to assure practicality and currency and codify.</p> <p>Staff (Town Manager and Town Attorney) started the process to change two Ordinances (PTO 35 & PTO 32) placing both Ordinances on the October 25, 2011 Town Board agenda.</p> <p>Staff (Town Manager and Town Attorney) continued the process of re-writing two Ordinances (PTO 35 & PTO 32)</p> <p>Staff (Town Manager and Town Attorney) continued the process of re-writing two Ordinances (PTO 35 & PTO 32)</p> <p>Staff (Town Manager and Town Attorney) placed PTO 32 & 35 on the Town Board agenda for possible approval.</p> <p>Staff (Town Manager & Dept Heads) have decided the next PTO to be reviewed and possibly re-written will be PTO 56, which will begin as soon as PTO 35 is completed.</p> <p>Town Board approved PTO 32</p> <p>Town Board approved PTO 35.</p>	<p>On-going</p>
	<p>#25 (TW#7) Incorporate all Town Board Goals into plans of action.</p> <p>In progress but no report to show at this time.</p>	<p>Unknown</p>
<p>9/27/2011</p>	<p>#26 (TW#8) Develop with TB, long- and short-term goals for the Town of Pahrump.</p> <p>Town Board and Town Manager agreed to twenty-nine (29) Goals during the September 27, 2011 Town Board meeting. (15 short-term & 14 long-term)</p>	<p>9/27/2011 (Closed)</p>
<p>10/10/2011</p> <p>10/11/2011</p> <p>Oct-11</p> <p>1/4/2012</p>	<p>#27 (HK#1) Keep on top of international tourist attraction project. Assisting Contour and Vercitas when and where ever</p> <p>Town Manager arranged meetings with Town Board members and Contour Entertainment to answer questions pertaining to Phase I Final Report</p> <p>Town Manager arranged meetings with Town Board members and Contour Entertainment to answer questions pertaining to Phase I Final Report</p> <p>Created AD Hoc Committee to review, assist and development strategies to ensure a successful outcome. Have two members agreed to participate and am working on more.</p> <p>Town Manager conducted the first meeting of the AD Hoc Committee for this item. The Ad Hoc members met with Contour Entertainment Representatives (Mr. Brown and Mr. Holbrook).</p>	<p>On-going</p>

<p>2/9/2012 2/22/2012</p>	<p>Ad Hoc Committee met to discuss Phase II. Ad Hoc Committee met to discuss Phase II.</p>	
<p>10/25/2011 10/27/2011 12/21/2011 12/27/2011</p>	<p>#28 (HK#3) Compile an information packet to be distributed to Town Board members as to the status of all Town/BLM projects.</p> <p>Mark Spencer, BLM Pahrump Field Manager gave a presentation at the Town Board updating the status on all Town/BLM projects.</p> <p>Town Manager created a list of all Town/BLM projects (Last Chance Park, Land Sales, RMP-Disposable Land, Trail-Wheeler Recreational Area, Bell Vista Shooting Range, and Proposed Pahrump Valley General Aviation Airport and forwarded same to the Town Board).</p> <p>Town Manager submitted a list to the Town Board via email listing seven projects between the Town of Pahrump and the BLM. The Town Manager also provided a brief but detailed paragraph or two about each project and where that project stands currently.</p> <p>Town Manager sent the Town Board a revised list via email. The revised list contained the BLM Southern NV Resources Management Plan.</p>	<p>12/31/2011</p>
<p>10/20/2011 1/18/2012 2/8/2012</p>	<p>#29 (HK#5) Name badges for office personnel. Make current the Town Board member list/plaque on wall in Town office.</p> <p>Town Manager delegated this project to Ms. Carns. Ms. Carns contacted the company that created the Plaque and ordered the necessary material and updates.</p> <p>B & G Mgr advised that his staff created a board similar to the one that was on the wall, taking same to Awards Plus for the creation of and mounting of the plaques. Should have results within three weeks.</p> <p>The Plaque was completed and placed on the Town Office wall by Building & Grounds staff.</p>	<p>2/8/2012</p>

March 2012

March 2012							April 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
4	5	6	7	8	9	10	1	2	3	4	5	6	7
11	12	13	14	15	16	17	8	9	10	11	12	13	14
18	19	20	21	22	23	24	15	16	17	18	19	20	21
25	26	27	28	29	30	31	22	23	24	25	26	27	28

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Feb 26	27	28	29	Mar 1	2	3
4	5	6	7	8	9	10
		9:00am 9 AM Meeting 9:00am VEA Tom; VE 3:00pm Dept Head M	6:00pm Rotary 7:00pm Public Lands	7:00am Tourism 9:30am POOL PACT I 11:00am Ad Hoc Mtg;	8:30am Bi-Weekly Ec	
11	12	13	14	15	16	17
		9:00am Utility Meetin 7:00pm TB Meeting; 7:00pm Town Board	6:00pm Rotary 6:00pm Regional Plat			
18	19	20	21	22	23	24
		9:30am City Manager 3:00pm Dept Head M	6:00pm Rotary	11:00am Ad Hoc Mtg;	8:30am Bi-Weekly Ec	
25	26	27	28	29	30	31
	10:15am Dr. Appt; Las 5:00pm Nevada Outr	7:00pm TB Meeting; 7:00pm Town Board	6:00pm Rotary			

William Kohbarger

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding 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 County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 2/15/2012	<u>DATE OF DESIRED BOARD MEETING</u> 2/28/2012
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Adjournment

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:
Good Night Town Board, Citizens and Staff.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board

SPONSORED BY:

<u>Pahrump Town Board</u> Print Name	<u><i>Pahrump Town Board</i></u> Signature
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<u>400 N. Hwy 160</u> Mailing Address	<u>(775) 727-5107</u> Telephone Number
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