



**NYE COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM REQUEST FORM**

<b>Department:</b> Finance	<b>Meeting Date:</b>
<b>Category:</b> Regular Agenda Item	May 2, 2023
<b>Prepared by:</b> Jessica McCutcheon, Grants Administrator	<b>Phone:</b> (775) 751-7091
<b>Presented by:</b> Brenda Dymond - Amargosa Valley Town Board Member	<b>Phone:</b> (775) 764-7272
<b>Action requested:</b> (Include what, with whom, when, where, why, and terms)  Presentation, discussion and deliberation to approve, amend and approve, or reject the program funding request from the Amargosa Valley Town Board under the Nye County ARPA Recovery Plan and Policy: Economic Impacts for Tourism in the amount of \$21,775.00.	
<b>Complete description of requested action:</b> (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures)  The Amargosa Valley Town Board has requested funding under the Nye County ARPA Recovery Plan and Policy to assist with their community project. Program presentation to be provided by the organization.	
<b>Recommendation:</b>	

**Financial Impact**

Cost: \$ 21,775.00	Fund Name: Grants	Fund #: 10340
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	FY: 2023	<input checked="" type="checkbox"/> One-Time <input type="checkbox"/> Recurring
Comments:		

**Review & Approval**

Legal Review Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Legal Approval Received: <input type="checkbox"/>	Date:
Financial Review Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Submitted to Finance: <input type="checkbox"/>	Date: 4/17/23
Administrative Manager Review: <input checked="" type="checkbox"/>	Place on Agenda: <input checked="" type="checkbox"/>	Initials: ST

Item # 22



## Nye County American Rescue Plan Act (ARPA) Recovery Plan and Policy

### Tourism Application

Please contact Jessica McCutcheon at [jemccutcheon@nyecountynv.gov](mailto:jemccutcheon@nyecountynv.gov) or by phone at (775) 751-7091 to assist with the agenda item and backup submission.

#### **Program Description:**

Tourism Agencies and Sub-Agencies within Nye County may request funding through the Nye County American Rescue Plan Act ("ARPA") Recovery Plan and Policy to increase tourism countywide. Each applicant will present their program to the Nye County Commission ("Commission") and highlight the program details and funding request. If the Commission approves the program, a grant agreement will be established between the applicant and Nye County. The applicant will be responsible for submitting monthly requests for reimbursements to Nye County Finance and present quarterly program progress reports to the Commission.

#### **Required Documentation:**

- Agency name, address, and point of contact
- Agency W9 or similar IRS documentation providing EIN, TIN, SSN
- Articles of Organization filed with the State of Nevada
  - Town of Pahrump Business License #, if applicable
- Project narrative and budget

#### **Review Process:**

The Commission will make final determination of program eligibility based on presentation by the applicant. Nye County Finance will review funding availability of the program and make a recommendation to the Commission during the application agenda item. If the program is

approved by the Commission and funding is available, Nye County will enter into a grant agreement with the applicant to administer their program.

**Certifications:**

Applicant shall attest that they will not submit a request for reimbursement under this program if they have requested funding under another federal or state program for the same line item. This practice constitutes "double dipping" and is not allowed for any federal and state programs. If the applicant "double dips", they will be required to repay Nye County for funds issued.

Applicant will follow the Nevada Revised Statutes ("NRS") under this program.

Applicant must certify that it was actively operating in Nye County on and before March 1, 2020 and that the information provided is true and accurate to the best of its ability.

By signing, I attest that I have read the Nye County ARPA Recovery Plan and Policy and that I have authority to bind the applicant.

<u>Brenda Dymond</u>	<u>4/11/23</u>
Applicant Signature	Date

Brenda Dymond Amargosa Valley Town Board Member  
Applicant Name and Title

**Application Information**

Agency Name Amargosa Valley Town Board  
 Agency Address 1640 E. Amargosa Farm Rd.  
 Town Amargosa Valley Zip Code 89020  
 State Organization Filing Number 003671  
 Pahrump Business License (if applicable) \_\_\_\_\_  
 Point of Contact Name Brenda Dymond  
 Phone 775-764-7272 Email bgd89020@gmail.com

Explanation of Program to be Administered:

This grant has three distinct parts all with the same goal, bringing tourists to Amargosa Valley. The first part would be advertising and we have contacted Yesco who provided us with a contract for 2 billboards, one in Mina, Nevada on the 95 and the other in Mesquite Nevada on the 15. The combined people passing these billboards in a week is 84,000.

The second part of the grant is for creating and printing brochures and the kiosk to put them in. The kiosk would be located at the juncton of 95 and 373 allowing visitors to see what Amargosa has to offer. We would have a map showing the location of various attractions

The third part would be signage for the town, Town Office, Fire and Rescue, Library, Clinic and the Senior Center.



Is there a similar program already in place at your organization? \_\_\_\_\_ Yes \_\_\_\_\_ No

### **Applicant Certification and Signatures**

I, on behalf of applicant, certify that the organization was actively operating in Nye County on or before March 1, 2020.

I, on behalf of applicant, certify that the information provided in this application is true and accurate to the best of my knowledge, and certify under the penalty of perjury that no false or misleading statements have been made in order to secure approval of this application. Nye County is authorized to make all the inquiries it deems necessary to verify the accuracy of the information contained herein.

### **Nevada Revised Statutes Certification**

I, on behalf of applicant, certify that approved funds under this program will be used in accordance with NRS.

### **Duplication of Funding**

I, on behalf of applicant, attest that it will not submit a request for reimbursement under this program if it has requested funding under another federal or state program for the same line item. I, on behalf of applicant, understand that this practice constitutes "double dipping" and is not allowed for any federal and state programs. If the applicant "double dips" it will be required to repay Nye County for funds issued.

Brenda Dymond  
Applicant Signature

4/11/2023  
Date

Brenda Dymond Amrgosa Valley Town Board Member  
Applicant Name and Title

Please contact Jessica McCutcheon at [jemccutcheon@nyecountynv.gov](mailto:jemccutcheon@nyecountynv.gov) or by phone at (775) 751-7091 to assist with the agenda item and backup submission.

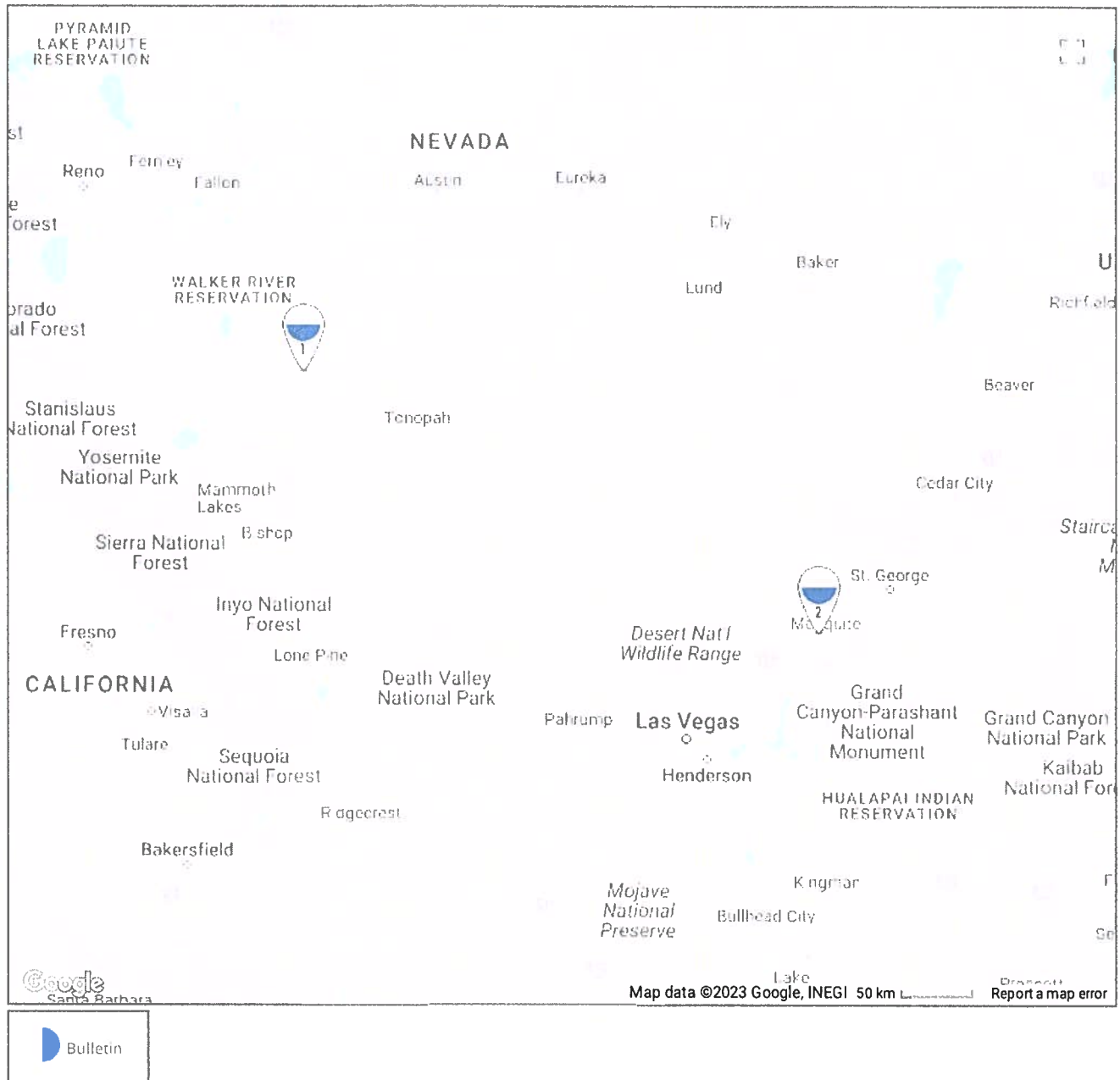


### **Amargosa Valley Town Board**

Brenda Dymond

1640 E Amargosa Farm Rd, Amargosa Valley, NV 89020  
bgd89020@gmail.com  
775-764-7272

**LEE LISTON** | REGIONAL ACCOUNT  
MANAGER  
lliston@yesco.com  
866-779-8357  
1605 S. Gramercy Rd.  
Salt Lake, UT 84104




**YESCO®**

Lee Liston | Regional Account Manager

lliston@yesco.com | 866-779-8357

1605 S. Gramercy Rd. | Salt Lake, UT 84104



	Face ID	Market	Facing	Read	Size	Illum	Weekly	Rate	Start	End	Icon
1	51012N (Bulletin) US 95 MM 16.40 W/S, N/F [Geopath#: 30655174]	Reno NV	North	RR	10'6 x 36'	Yes	13.6K†	\$375.00	06/19/23	06/16/24	
2	51304N (Bulletin) I-15 MM 119.85 W/S, N/F [Geopath#: 30655257]	Las Vegas NV	North	RR	14' x 48'	Yes	72.8K†	\$950.00	06/19/23	06/16/24	

## TERMS

## NOTES

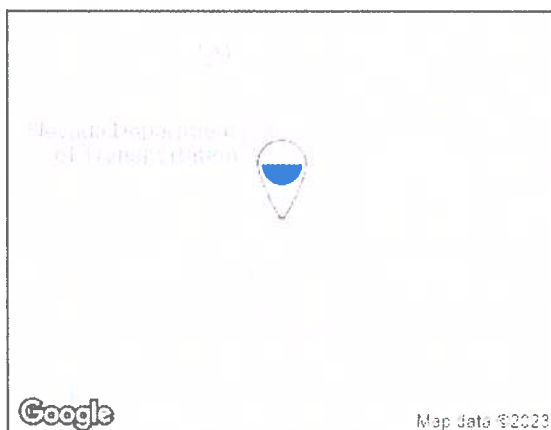
PLEASE PRINTING AND FILLING IN THE FOLLOWING INFORMATION FOR THE YESCO ACCOUNT AND YESCO ACCOUNT NUMBER: 16895. IF YOU HAVE A YESCO ACCOUNT, PLEASE PRINT IT.

**YESCO®**
**Lee Liston | Regional Account Manager**

lliston@yesco.com | 866-779-8357

1605 S. Gramercy Rd. | Salt Lake, UT 84104

US 95 MM 16.40 W/S, N/F



### Illuminated Bulletin

1

City: Mina, NV 89422

Face ID: 51012N

Facing: North (RB)

Bulletin Face Size: 10'6" x 35'

(Geopath ID#: 30555174 | Geopath Weekly Impressions: 18K: 13,631  
\$375.00 / 4 Week Period (Rate is based on 13-4-Week periods.)

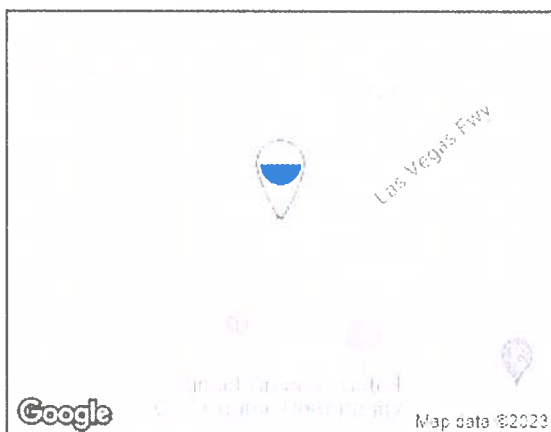
**YESCO®**
**Lee Liston | Regional Account Manager**

lliston@yesco.com | 866-779-8357

1605 S. Gramercy Rd. | Salt Lake, UT 84104

"Illuminated Bulletin" and "YESCO" are trademarks of YESCO, Inc. All other trademarks are the property of their respective owners.

I-15 MM 119.85 W/S, N/F



### Illuminated Bulletin

2

City: Mesquite, NV 89031

Face ID: 51304N

Facing: North (RR)

Bulletin Face Size: 14' x 48'

Geopath ID#: 130655167 Geopath Weekly Impressions 181: 12,762  
\$950.00 / 4 Week Period (Rate is based on 13.4 Week period)
**YESCO®**
**Lee Liston | Regional Account Manager**

lliston@yesco.com | 866-779-8357

1605 S. Gramercy Rd. | Salt Lake, UT 84104

\*Illuminated Bulletin is a registered trademark of YESCO. All other trademarks are the property of their respective owners.





## OUTDOOR ADVERTISING AGREEMENT

2023-04-17 10:05:45 16895-3

CONTRACTED BY:		ON BEHALF OF ADVERTISER:	
CUSTOMER #	18658	CUSTOMER #	
NAME	Amargosa Valley Town Board	NAME	
ADDRESS	1640 E Amargosa Farm Rd	ADDRESS	
CITY/STATE/ZIP	Amargosa Valley, NV 89020	CITY/STATE/ZIP	
CONTACT	Brenda Dymond	CONTACT	
EMAIL ADDRESS	bgd89020@gmail.com	EMAIL ADDRESS	
PHONE #	775-764-7272	PHONE #	
P.O.#			
ADVERTISER	Amargosa Valley Town Board		

Qty	Product Description	Illum	Size	Term in 4-week Periods	Service Dates	Production / Installation Rate	Rate Per Period
1	51012N Bulletin, Reno NV, US 95 MM 16.40 W/S, N/F, Mina Regular, 89422	Yes	10'6" x 36"	13	06/19/2023 - 06/16/2024	378.00 500.00	375.00
1	51304N Bulletin, Las Vegas NV, 1-15 MM 119.85 W/S, N/F, Mesquite Regular, 89024	Yes	14' x 48"	13	06/19/2023 - 06/16/2024	672.00	950.00
Amount Per Period (Net)							\$1,325.00
Estimated Production (Contract) TOTAL						\$1,550.00	
Additional Production May be Ordered Upon Request.							
Grand Total (Net)							\$18,775.00

Notes:

YESCO Outdoor Media LLC's Outdoor Advertising Agreement Terms and Conditions below are an integral part of this Agreement and are incorporated by reference. Amargosa Valley Town Board acknowledges that it has reviewed the Outdoor Advertising Agreement Terms and Conditions. Upon acceptance by an authorized agent of YESCO Outdoor Media LLC, this Agreement becomes effective as of the date signed by Advertiser/Agency below. This document is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

## Advertiser/Agency:

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

YESCO Outdoor Media, LLC

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

FOR INTERNAL USE: (C)



**Account Executive**  
Lee Liston  
1605 S. Gramercy Rd.  
Salt Lake, UT 84104  
Ph#, 866-779-8357

**Mailing Address**  
YESCO Outdoor Media, LLC  
1605 S. Gramercy Rd.  
Salt Lake, UT 84104  
Ph#

This Outdoor Advertising Agreement ("Agreement") is between YESCO Outdoor Media LLC, a Delaware limited liability company ("YESCO") and Amargosa Valley Town Board ("Advertiser Agency"). YESCO agrees to provide space to Advertiser/Agency and post advertisement(s) ("Advertising Copy") on the outdoor advertising display(s) described above according to the terms and conditions set forth in this Agreement.

**1. ADVERTISING COPY**

a. Right to Reject Advertising Copy. YESCO requires pre-approval of all Advertising Copy. YESCO may reject any Advertising Copy that in its sole discretion determines is or may be false, misleading, deceptive, offensive to the moral standards of the community, may induce a violation of existing law, may result in the creation of new laws or regulations designed to restrict outdoor advertising or the outdoor advertising industry, or which in any way reflects adversely on the character, integrity, or standing of any person or business.

b. Advertiser Agency Advertising Copy Warranty and Indemnity. Advertiser Agency warrants that it possesses full legal right to use, and to allow YESCO to use as contemplated in this Agreement, all information or Copy of whatever kind and whatever form delivered by Advertiser Agency to YESCO. Advertiser Agency will indemnify, defend, and hold harmless YESCO and its officers, directors, employees, and agents from all claims, losses, costs, and other damages (including reasonable attorney's fees) suffered by YESCO because of Advertiser Agency's breach of this warranty. Advertiser Agency's obligations in this paragraph shall survive the termination of this Agreement.

c. Production of Advertising Copy.

i. Advertiser Agency Advertising Copy. If Advertiser Agency produces and delivers the Advertising Copy to YESCO, Advertiser Agency agrees to submit print-ready design or artwork for the Advertising Copy for YESCO's review and approval no later than two weeks prior to commencement of the Service Dates. YESCO accepts no liability or the cost of printing the Advertising Copy. Advertiser Agency agrees to deliver the Advertising Copy so that it is received by YESCO no later than one week prior to commencement of the Service Dates.

ii. YESCO Provided Copy. If YESCO produces the Advertising Copy, Advertiser Agency agrees to approve YESCO's design or artwork for the Advertising Copy no later than two weeks prior to the commencement of the Service Dates.

d. Proof of Performance. YESCO agrees to provide Advertiser Agency one photograph of the Advertising Copy posted on the advertising display(s) after completion of installation.

e. Disposal of Copy. Advertiser Agency agrees that all Advertising Copy may be destroyed or recycled upon removal.

2. **PAYMENT OF PRODUCTION COSTS.** Rate per Period is for space rental only. Vinyl production fees, installation fees, embellishments, extensions, removal fees or other production costs, plus applicable sales tax, are due to YESCO upon execution of this Agreement. Advertiser Agency acknowledges that no approval or production of Advertising Copy will commence until the same is pre-paid in full.

3. **BILLING:** Advertiser Agency agrees to pay to YESCO the Rate per Period, plus applicable sales tax, on the first day of each consecutive period in advance (each a "Payment") during the Service Dates beginning on the first day of the period immediately following the initial posting of each advertisement. YESCO's acceptance of late payment(s) shall not be construed as a waiver of YESCO's rights relative to any subsequent late payment(s) or any other event of default.

4. **CANCELLATION:** YESCO may cancel this Agreement at any time by delivering 30 days written notice to Advertiser Agency. This Agreement is non-cancelable by Advertiser Agency.

5. **ILLUMINATION:** Illumination, if applicable shall be from dusk to Midnight or as prescribed by local law, whichever time is less.

6. **LOSS OF DISPLAY AND INTERRUPTION OF SERVICE:** Advertiser Agency acknowledges that advertising space may be subject to the terms and conditions of various ground lease contracts and state or local permits. If any advertising display becomes permanently or temporarily unavailable to YESCO during the Service Dates, or should any proposed display become excessively burdensome to secure, or should any display become completely or partially obstructed, destroyed, damaged, or defaced, or should YESCO for any reason change the location of any display, Advertiser Agency agrees that the resulting loss of advertising space at any specific location shall not be construed as a breach or termination of the Agreement. Any non-procurable or lost advertising space shall be replaced, when possible, with a mutually agreeable alternate location, and the Service Dates will be extended by the same length of time that advertising space was unavailable. If the parties cannot so mutually agree, YESCO shall designate an alternate location of equal value according to YESCO's then prevailing prices and classifications. If an illuminated display loses all illumination, Advertiser Agency shall receive a credit equal to twenty percent of that portion of the Payment allocable to the period beginning 72 hours after written notice of the loss of illumination is received by YESCO and ending when the illumination is restored. If illumination is impossible due to power blackouts or other causes beyond YESCO's reasonable control, while such cause continues, YESCO shall have no obligation to provide illumination; however, this Agreement shall otherwise remain in full force and effect. In the event YESCO is unable to deliver advertising for any reason, YESCO will issue credit for amounts previously received on a pro-rata basis to Advertiser Agency for that portion of the advertising not delivered.

7. **DEFAULT:** If Advertiser Agency fails to deliver to YESCO any Payment when due, or fails to perform any other obligation herein, or bankruptcy, receivership, or other insolvency proceedings are commenced by or against it (collectively "Default"), Advertiser Agency shall, without notice, become obligated to immediately pay to YESCO an amount equal to the 1) sum of all unpaid Payments previously accrued, plus 2) liquidated damages (for loss of a bargain and not as a penalty) in an amount equal to 75% of the sum of all remaining Payments.

8. **DISPUTES:** In the event any claims or disputes arise under this Agreement, at YESCO's sole option and upon YESCO's written notice to Advertiser Agency, such claims or disputes may be submitted to formal mediation with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in Salt Lake County, Utah. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO is not liable for special, incidental, indirect, or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, Advertiser Agency shall pay all costs and expenses resulting therefrom, including reasonable attorneys' fees. THE MAXIMUM LIABILITY OF YESCO, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS TO ADVERTISER AGENCY FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND ADVERTISER AGENCY'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE PAYMENTS RECEIVED BY YESCO, except in the case of YESCO's gross negligence or willful misconduct.

9. **TRANSFERS, ASSIGNMENT, AND BROKERING:** If Advertiser Agency determines to sell or otherwise transfer ownership (or other rights) to its business assets, Advertiser Agency shall deliver to YESCO written notice of such intention at least 30 days prior to closing. At the time of closing and with proceeds therefrom, Advertiser Agency shall pay to YESCO an amount equal to the sum of items 1) and 2) of Section 7 above, unless YESCO has previously agreed in writing to Advertiser Agency's assignment of this Agreement. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties. Advertiser Agency may not transfer its interests, rights, and obligations in this Agreement, nor shall Customer sublet, broker, or donate any advertising hereunder without the prior written consent of YESCO. YESCO may freely transfer its interests, rights, and obligations in this Agreement.

**10. MISCELLANEOUS PROVISIONS:**

a. No statements made by YESCO's account executive(s) shall be binding, unless incorporated herein in writing. Although this Agreement may be signed by YESCO's account executive(s), this Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement for YESCO by signing above.

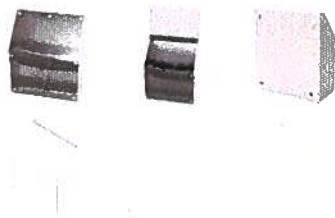
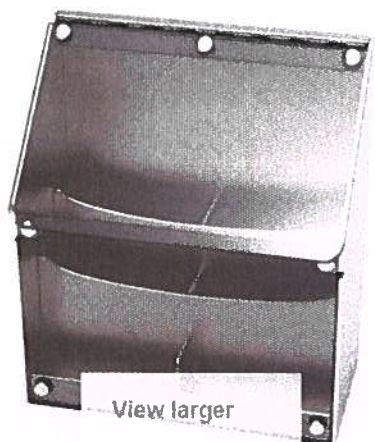
b. If this Agreement is executed by an agency on behalf of an advertiser, such agency warrants and represents that it is fully authorized to enter into this Agreement for and in behalf of the advertiser. Agency agrees to be jointly and severally liable with the advertiser for the full and faithful performance of its obligations under this Agreement.

c. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of 18% or the maximum rate allowed by law.

d. Performance by YESCO shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrections, wars, acts of terror, acts of God, governmental regulations, or other causes beyond YESCO's reasonable control.

e. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision, and the remaining provisions shall continue in full force and effect. Headings in this Agreement shall not be used to interpret the meaning of any provision hereunder and otherwise shall be given no legal effect.

f. This document may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.



## Heavy Duty Stainless Steel Map Holder

**Reference:** AA-K100-304L-12g

**Condition:** New product

Heavy Duty Stainless Steel Brochure Kiosk with Plexi Lid. Surface mounted and suitable for remote locations. Featuring heavy duty 12 gauge stainless steel, it will stand up over the test of the time. Clear Plexiglass allows customers the ability to see inside while keeping contents safe from the elements. Plexiglass is considered a wear item and can be replaced should it become scratched or damaged.

[Spec Sheet PDF](#)

**\$234.00**



Add to wishlist



Print

### Combinations:

- ☒ 304L Stainless Steel (Best for Inland) , 12 Gauge, 10 Year Vandalism Warranty

1

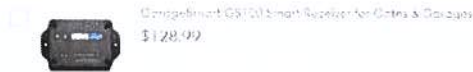
[Add to cart](#)

Made to Order: Click for Estimated Lead Times & Production Details

[More Info](#)

[Download](#)

[Reviews](#)



Gooseneck Smart Reader for Citrus & Gooseneck

\$128.99



Warranty Processing 1 Year Term

\$150.00

Price

~~\$1,041~~ **\$499<sup>92</sup>** Save 52%

Quantity



Shipping calculated at checkout

Add to cart

Buy with **shopPay**

More payment options

CLICK HERE FOR BROCHURE

CLICK HERE FOR BROCHURE

## DoorKing 1200-037 Heavy Duty Gooseneck Post 49"

Several styles of mounting posts are available from DKS. The mounting kiosks are ideal for walk-up pedestrian applications and are designed for DKS flush mount telephone entry systems only. Both the designer style post and the walk-up kiosk include an accessory compartment that can house accessory transformers, surge suppressors and a radio receiver. Additionally, the DoorKing 1200-037 is a designer style post that has an optional light tower that can be added to them. The standard posts are used with card readers, keypads and smaller access control devices.

### Features

#### ARCHITECTURAL STYLE POST

- Post mount. In-ground adapters are available.
- Constructed from 4 x 4 steel
- Gooseneck offset style (P/N 1200-037) is 49-inches to the top of the mounting plate and angles out approximately 14-inches



Charles C.

14 Feb 2023

When I talked to your staff they were really helpful.



### Product Reviews

[Write a review](#)

[Ask a Question](#)

Reviews 0

Questions 0

Sort By: Top Rated



Be the first to review this item.

Full Description



# ARPA

## Funding Allocation Plan as of 4/19/2023

<u>Category</u>	<u>Project</u>	<u>Total for Each Category</u>	<u>Expenditures/ Obligations</u>	<u>Remaining Balance</u>
Public Health	Community Center - Refuge/Pandemic Facility	2,430,000	2,430,000	-
Public Health	Mental Health	580,000	448,345	131,655
Public Health	Public Homeless Assistance	300,000	300,000	-
Public Health	Affordable Housing Grants	400,000	400,000	-
Public Health	PVFRS Signage	175,000	175,000	-
Public Health	TPH Childcare	300,000		300,000
Economic Impacts	Rental Assistance - Rent, Mortgage, Utilities	882,291	882,291	-
Economic Impacts	Small Business Assistance-Rent, Inventory, Payroll, etc.	2,000,000	1,342,426	657,574
Economic Impacts	Tourism - All Locations Visitor Guides	130,000		130,000
Premium Pay	Premium Pay	53,046	53,046	-
Infrastructure - Sewer & Water	Cloud Seeding	285,000	285,000	-
Infrastructure - Broadband	IT-Cyber Security Multi-Factor Auth	85,000	85,000	-
Infrastructure - Broadband	IT-Cyber Security New Harbor	512,556	512,556	-
Contingency/Payroll 10%		903,654	818,593	85,061
Combined Totals		9,036,547	7,732,256	1,304,291