



NYE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

Department: County Manager	Meeting Date:
Category: Regular Agenda Item	October 7, 2025
Prepared by: Samantha Tackett	Phone: (775) 751-4270
Presented by: Brett Waggoner	Phone: (775) 751-7075

Action requested: (Include what, with whom, when, where, why, and terms)

Discussion and deliberation to:

- a. Approve, amend and approve, or reject a Memorandum of Understanding (MOU) with Nye County, the Town of Pahrump, and Valley Electric Association, Inc. for the development of electrical and telecommunications infrastructure and services; and
- b. Execute the MOU.

Complete description of requested action: (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures)

Recommendation:

Financial Impact

Cost:	Fund Name:	Fund #:
Budgeted:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	FY: <input type="checkbox"/> One-Time <input type="checkbox"/> Recurring
Comments:		

Review & Approval

Legal Review Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Legal Approval Received: <input checked="" type="checkbox"/>	Date: 9/15/25
Financial Review Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Submitted to Finance: <input type="checkbox"/>	Date:
Administrative Manager Review: <input checked="" type="checkbox"/>	Place on Agenda: <input checked="" type="checkbox"/>	Initials: ST

Item # 11

**MEMORANDUM OF UNDERSTANDING
BETWEEN NYE COUNTY, THE TOWN OF PAHRUMP AND VALLEY ELECTRIC
ASSOCIATION, INC.**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of _____, 2025, by and between the County of Nye, State of Nevada, (“County”), a political subdivision of the State of Nevada, the unincorporated Town of Pahrump (“Town”), a political subdivision of the State of Nevada formed under Chapter 269 of the Nevada Revised Statutes, and Valley Electric Association, Inc (“Valley”), a rural electric cooperative organized under NRS, Chapter 82. County, Town and Valley may be collectively referred to as the “Parties”.

WHEREAS, County desires to effectuate the development of the Pahrump Civic Center, to be located on property owned by Town, at and around the area commonly known as the Pahrump Fairgrounds, an approximately 427.24 acre area bordered by Highway 160 to the north and east, Gamebird Road to the South, and Ironwood Avenue to the west; and

WHEREAS, NRS 269.575 grants to the Town the power and jurisdiction to control and manage property belonging to the Town, including but not limited to recreation and improvement of Town property; and

WHEREAS, to effectuate the purposes of development of the Pahrump Civic Center, both electrical and telecommunications infrastructure and services will be required, which services Valley is willing to provide based on the terms mutually agreed to through this memorandum of understanding; and

WHEREAS, Valley, Town and County affirm their dedication to establishing and maintaining a harmonious, collaborative, and future-focused relationship that will benefit the lives and properties of all Town and County residents:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Costs of Construction for Telecommunication and Electrical Infrastructure.** Valley agrees to install electric service infrastructure and equipment necessary to provide electric service to the following facilities: (1) the meter for Nye County Well #2; (2) the OHV park, identified generally in Exhibit A, incorporated herein and made part of this MOU; and (3) in the case of the Pahrump Civic Center, Valley agrees to install both sufficient electric and fiber service infrastructure to serve the facilities, with the available capacity to be determined by the Parties based on the final design. Valley agrees to contribute an amount not to exceed one million dollars (\$1,000,000.00) as Contribution in Aid to Construction for the trenching and installation of all required substructure, and the construction and installation of overhead and underground electric and fiber facilities required for the services up to the meter and demarcation point for County projects as contemplated under this Section.
- 2. Contribution to Special Use Permit Offset Fees.** Valley has contributed to GridLiance West, LLC, the amount of one million dollars (\$1,000,000.00) towards the Special Use Permit Offset Fees assessed by County against GridLiance West, LLC, for the Core and Beatty Transmission Line Upgrades approved by County Board of County Commissioners (“BOCC”) through Nye County Development Agreements DA-23-4 and DA-23-5, which contribution, at least partially, shall serve the purpose of offsetting any negative

impacts to Town and County through construction of said Gridliance West, LLC, transmission lines. The amount to be allocated by County for the development of the Pahrump Civic Center from the above referenced contribution shall be at the sole discretion of the BOCC.

3. **Land Use and Entitlements.** The Parties acknowledge that certain electric and telecommunications infrastructure has been installed and maintained by Valley over the last sixty (60) years, but sometimes without formal documentation of easements or entitlements. As a result, disputes—both known and unknown—may exist regarding the legal status of title, easements, or related entitlements associated with such infrastructure. Notwithstanding these circumstances, the Parties agree to work collaboratively and in good faith to identify, establish, and formally document mutually acceptable utility corridors and associated easements to be subsequently incorporated herein by reference, or alternatively mutually agreed upon in writing and subsequently executed by the Parties. The Parties further agree to work collaboratively and in good faith so that all necessary utility corridors, easements, and entitlements required support the delivery of governmental services to the residents of the Town and County.
4. **Permitting and Approval Process.** The Parties agree to cooperate with each other in good faith and take such additional action, including the execution and delivery of documents and instruments, as may be necessary or appropriate, to support and develop a utility project permitting process to build electric or fiber infrastructure in Town and County, including determining applicable permitting, licensing, or similarly relevant fees, related to any work for the benefit of the residents of Town and County, where such costs will not be allocated to the Town or County, except for circumstances where the Town or County is the end-use and direct beneficiary of such infrastructure. Such expediting shall include, but not be limited to, any and all work necessary for the development of the Pahrump Civic Center.
5. **Extension of Obligations Under Dark Sky Ordinance.** The Parties agree to work together to define compliance as any lighting specifications that meet or exceed the Dark Sky Ordinance for County, Valley, and other owned lighting infrastructure in County. The Parties agree to cooperate with each other in good faith regarding any compliance deadline under any Dark Sky Ordinance in effect or subsequently amended or adopted by the BOCC. The Parties agree to cooperate with each other in good faith and to take such additional action, as may be necessary or appropriate, to fully effectuate and carry out the terms, provisions, purposes and intent of this MOU and for Valley to replace existing street light infrastructure as said infrastructure reaches its used and useful life, as necessary from time to time. The Parties further agree to cooperate with each other in good faith and to take such additional action, as may be necessary or appropriate, to fully effectuate and carry out the terms, provisions, purposes and intent of this MOU so that Valley will not violate County's Dark Sky Ordinance provision, or substantially similar equivalent, for a period of at least three years from the time the Pahrump Civic Center Complex reaches its electric and telecommunications "in-service" date. For purposes of this MOU, "in-service" date shall mean the date upon which businesses, individuals, or the Town become metered service customers for electric or telecommunications services from Valley within the area commonly known as the Pahrump Fairgrounds.
6. **Mutual Benefit.** Recognizing the mutual benefit of a strong partnership, Valley will strive to offer Town and County the most competitive electric utility rates for its buildings and infrastructure, thereby supporting the Town's and County's operational efficiency and service to its residents. The Parties agree to periodically review the rates to ensure they remain competitive and beneficial to the Town and County.

Valley will actively collaborate with Town and County to explore and implement energy efficiency measures, such as:

- a. Solar energy systems: The Parties will jointly explore the feasibility of solar and battery backup systems for Town and County facilities. Valley will provide information and support related to the feasibility, design, and implementation of solar energy systems for Town and County-owned buildings and infrastructure;
- b. Battery backup systems: Valley will assist Town and County in evaluating the benefits and costs of battery backup systems to enhance grid reliability and resilience; and
- c. Other energy-efficiency measures: Valley will support the Town and County in identifying and implementing other energy-saving measures, such as energy audits, demand-side management programs, and the use of energy-efficient equipment, share information and resources related to energy efficiency technologies and best practices, and participate in workshops and educational programs to raise awareness of energy efficiency opportunities within the Town and County.

7. This MOU shall continue until otherwise terminated by the parties and may be amended only by written agreement signed by the Parties.

8. This MOU constitutes the entire agreement between the Parties and no modification shall be binding upon the Parties unless the same is in writing and signed by the Parties.

9. The Parties represent and warrant that the person executing this MOU has full power and authority to enter into this MOU and that the Parties are authorized by law to undertake the duties and obligations set forth in this MOU.

10. All notices, consents, or approvals required to be given under this MOU shall be in writing and shall be deemed to have been duly given when delivered personally, or when sent by certified mail, return receipt requested, with postage prepaid, and addressed to the receiving party at the address set forth:

Nye County: [Contact information]

Valley: Attn: CEO

Valley Electric Association
800 E Hwy 372

Town of Pahrump: [Contact Information]

IN WITNESS HEREOF, the Parties have signed and entered into this MOU as of the date and year indicated in the first paragraph of this MOU:

NYE COUNTY/TOWN OF PAHRUMP
BOARD OF COUNTY COMMISSIONERS

Chair

Dated: _____

ATTEST:

Nye County Clerk

VALLEY ELECTRIC ASSOCIATION, INC.

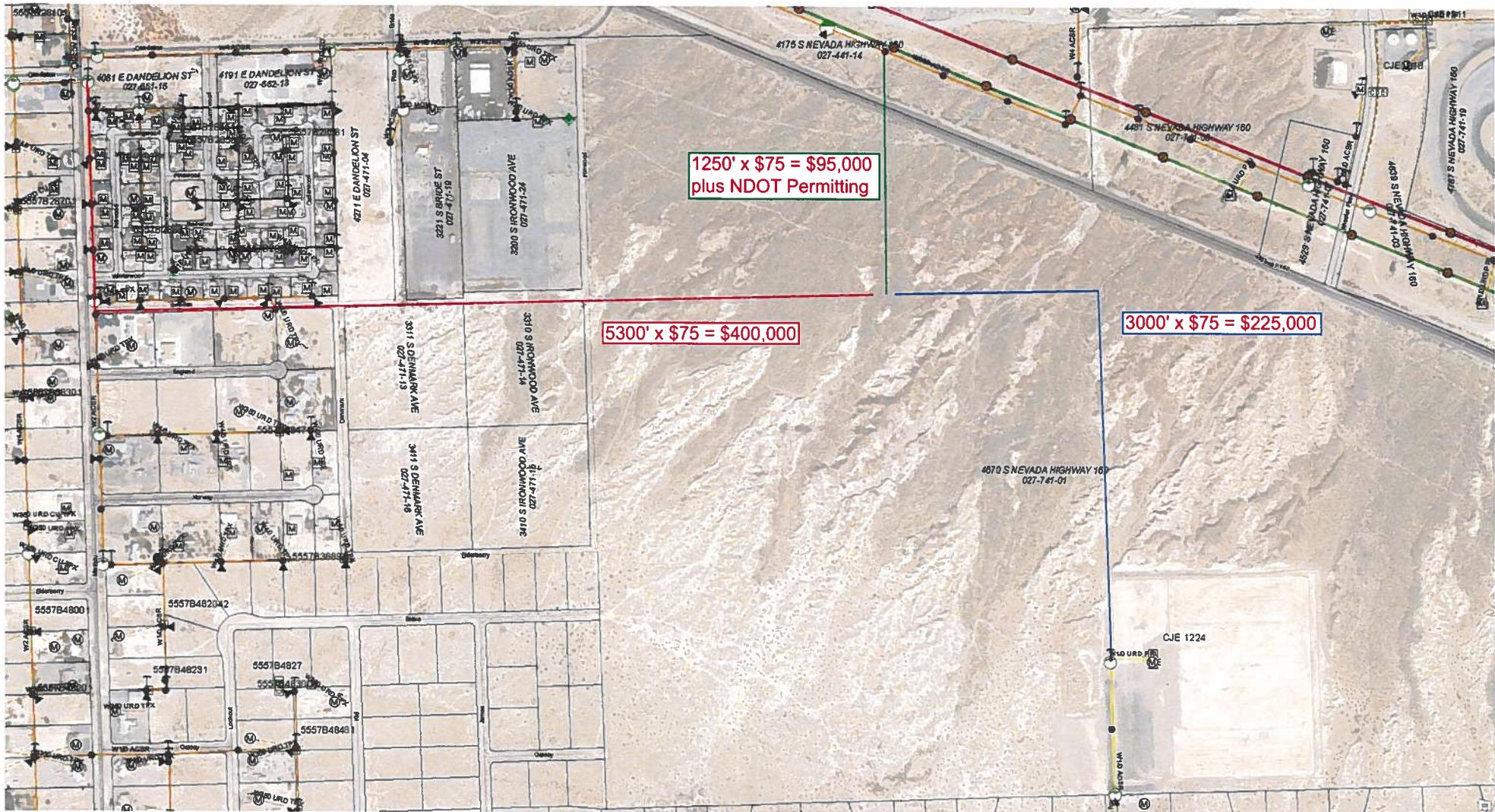
Board President

Dated: _____

ATTEST:

NOTARY PUBLIC

DRAFT



CONCEPTUAL PLANS
PAHRUMP FAIRGROUNDS – UTILITIES
SEPTEMBER 2025

