

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

|   |                                      |  |   |                                |   |                                |
|---|--------------------------------------|--|---|--------------------------------|---|--------------------------------|
| <b>Business Entity Type (Please select one)</b>                                   |                                      |  |   |                                |   |                                |
| <input type="checkbox"/> Sole Proprietorship                                      | <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Corporation      | <input type="checkbox"/> Trust | <input checked="" type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Other |
| <b>Business Designation Group (Please select all that apply) <i>N/A</i></b>       |                                      |  |   |                                |   |                                |
| <input type="checkbox"/> MBE  | <input type="checkbox"/> WBE         | <input type="checkbox"/> SBE                       | <input type="checkbox"/> PBE              | <input type="checkbox"/> VET   | <input type="checkbox"/> DVET                               | <input type="checkbox"/> ESB   |
| Minority Business Enterprise  | Women-Owned Business Enterprise      | Small Business Enterprise                          | Physically Challenged Business Enterprise | Veteran Owned Business         | Disabled Veteran Owned Business                             | Emerging Small Business        |
| <b>Number of Clark County Nevada Residents Employed:</b>                          |                                      |  |   |                                |   |                                |
|   |                                      |  |   |                                |   |                                |
| <b>Corporate/Business Entity Name:</b> <i>Searchlight Betterment Organization</i> |                                      |  |   |                                |   |                                |
| <b>(Include d.b.a., if applicable)</b>  |                                      |  |   |                                |   |                                |
| <b>Street Address:</b> <i>PO Box 154</i>  |                                      |  | <b>Website:</b> <i>N/A</i>                |                                |   |                                |
| <b>City, State and Zip Code:</b> <i>Searchlight, NV 89046</i>                     |                                      |  | <b>POC Name:</b>                          |                                |   |                                |
| <b>Telephone No:</b> <i>702-912-6275</i>  |                                      |  | <b>Email:</b> <i>sho89046@gahcd.com</i>   |                                |   |                                |
| <b>Nevada Local Street Address:</b>   |                                      |  | <b>Website:</b>                           |                                |   |                                |
| <b>(If different from above)</b> <i>N/A</i>                                       |                                      |  | <b>Local Fax No:</b>                      |                                |   |                                |
| <b>City, State and Zip Code:</b>  |                                      |  | <b>Local POC Name:</b>                    |                                |   |                                |
| <b>Local Telephone No:</b>  |                                      |  | <b>Email:</b>                             |                                |   |                                |

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

| Full Name              | Title            | % Owned<br><small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small> |
|------------------------|------------------|--|
| <i>William McInnis</i> | <i>President</i> |  |
| <i>Kyle Myers</i>      | <i>vice pres</i> |  |
| <i>Michele Brown</i>   | <i>Treasurer</i> |  |
| <i>Patty Magne</i>     | <i>Secretary</i> |  |
|                        |                  | <i>N/A</i>   |

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?  Yes  No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

*Michele Brown*  
 Signature  
*SBO Treasurer*  
 Title

*Michele Brown*  
 Print Name  
*6-27-21*  
 Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

| NAME OF BUSINESS OWNER/PRINCIPAL | NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE | RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL | COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT |
|----------------------------------|---|---|--|
| Kyle Myers                       | Town Board Council                              | grandson                                  | N/A                                      |
| Michele Brown                    | Rec Assistant                                   | grandmother                               | Parks + Rec                              |
|                                  |   |   |  |
|                                  |   |   |  |
|                                  |   |   |  |
|                                  |   |   |  |
|                                  |   |   |  |
|                                  |   |   |  |

\* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

- Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes  No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

Revocable Permit & Donation Agreement between Clark County and Searchlight Betterment Organization

**REVOCABLE PERMIT & DONATION AGREEMENT  
BETWEEN  
CLARK COUNTY  
AND  
SEARCHLIGHT BETTERMENT ORGANIZATION**

THIS REVOCABLE PERMIT & DONATION AGREEMENT (“Revocable Permit”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between CLARK COUNTY, a political subdivision of the State of Nevada (“COUNTY”) and Searchlight Betterment Organization, a 501(c)(3) non-profit organization qualified to do business in Nevada (“PERMITTEE”)(individually a “Party” and collectively known as the “Parties”).

WHEREAS, the COUNTY owns certain real property described in Exhibit “A” (“Property”) located on Assessor’s Parcel Number 243-35-310-083; and

WHEREAS, PERMITTEE desires to donate, install and maintain heavy duty canvas murals and LED solar lighting (“Improvements”) on a portion of the Property known as the Flag Pole Box (“Premises”) to improve the aesthetic qualities, as further depicted on Exhibit “B”; and

WHEREAS, the COUNTY, is willing to allow PERMITTEE to have access to the Property and Premises in order to enable PERMITTEE to install and maintain Improvements; and

WHEREAS, the COUNTY desires to provide funding for the Improvements; and

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

**1. PERMIT.**

COUNTY hereby grants to PERMITTEE, subject to the terms and conditions stated in this Revocable Permit, to have access to the Property and Premises in order for PERMITTEE to install and maintain Improvements, subject to PERMITTEE’S compliance with all terms and conditions set forth below.

**2. TERM.**

2.1 The term of this Revocable Permit shall commence upon Board of County Commissioner Approval and automatically terminate five (5) years thereafter with three (3)

Revocable Permit & Donation Agreement between Clark County and Searchlight Betterment  
Organization

five (5) year options to renew.

**3. REVOCABLE PERMIT FEE.**

COUNTY agrees to allow PERMITTEE to use the Premises without requiring the payment of any fee.

**4. INTENTIONALLY DELETED.**

**5. USE OF THE PREMISES.**

5.1 PERMITTEE shall use the Premises only for the following purpose or purposes: installing, maintaining, and removing Improvements. Such use shall conform to applicable COUNTY ordinances, state and federal laws and this Revocable Permit. No other use of the Premises shall be allowed unless prior written approval is obtained from the Director of Real Property Management ("Director") in his or her sole discretion. PERMITTEE may not sublease the Property or Premises or assign this Revocable Permit to any person or entity not affiliated with PERMITTEE without the prior written approval from the Director in his or her sole discretion.

5.2 PERMITTEE shall observe and enforce all established rules and regulations of COUNTY in connection with PERMITTEE's use of the Property and Premises. PERMITTEE shall not use or occupy the Property or Premises in violation of any law, covenant, condition, restriction, rule or regulation affecting the Property or Premises. Upon notice from COUNTY, PERMITTEE shall immediately discontinue any use of the Property or Premises which is declared by any governmental authority having jurisdiction to be a violation of a law, covenant, condition or restriction, rule or regulation.

5.3 PERMITTEE shall not knowingly do or permit to be done anything which will increase the risk of fire or create a hazard on or about the Property or Premises, and shall comply with all rules, orders, regulations, requirements and recommendations of COUNTY's risk manager, or any other person or organization performing a similar function.

5.4 PERMITTEE shall not do or permit anything to be done in or about the Property or Premises which will in any way obstruct or interfere with the rights of other lessees or occupants of the Building, or injure or annoy them, or use or allow the Property or Premises to be used for any unlawful purposes.

5.5 PERMITTEE shall not cause, maintain or permit any nuisance or waste in, on or about the Property or Premises.

Revocable Permit & Donation Agreement between Clark County and Searchlight Betterment  
Organization

**6. REPAIRS AND MAINTENANCE.**

6.1 PERMITTEE shall maintain the Improvements in good order, condition and repair.

6.2 PERMITTEE understands and accepts the Property and Premises in an "AS IS" condition. COUNTY is not responsible for and has no obligation to perform any repair or maintenance to the Property or the Premises. It is the sole responsibility of the PERMITTEE to repair, maintain and make any improvements to the Improvements so they are in good working order and usable condition.

6.3 PERMITTEE shall be responsible for repairs to the Property and Premises, the need for which arises out of (a) PERMITTEE's use or occupancy of the Property and Premises; (b) the installation, removal, use or operation of PERMITTEE's property; (c) the moving of PERMITTEE's property into or out of the Property or Premises; or (d) the act, omission, misuse or negligence of PERMITTEE, its agents, employees or invitees.

6.4 PERMITTEE must use the Property and Premises in a reasonable manner that does not create an undue burden or financial difficulties for COUNTY.

6.5 If PERMITTEE fails to repair the Property or Premises as provided in Subsection 6.3 above, COUNTY shall give PERMITTEE thirty (30) day notice to do such acts as are reasonably required to repair the Property or Premises. If PERMITTEE fails to promptly commence such work and diligently prosecute it to completion, COUNTY shall have the right to do such acts and expend such funds at the expense of PERMITTEE as are reasonably required to perform such work. Any amount so expended by COUNTY shall be promptly paid by PERMITTEE. COUNTY shall have no liability to PERMITTEE for any damage, inconvenience or interference with the use of the Property and Premises by PERMITTEE as a result of performing any such work. COUNTY shall nevertheless use reasonable efforts to minimize any interference with PERMITTEE's use of the Property and Premises.

6.6 Upon the expiration or earlier termination of this Revocable Permit, PERMITTEE shall return the Property and Premises to COUNTY in good condition, except for normal and ordinary wear and tear. Any damage to the Property or Premises, including any structural damage, resulting from PERMITTEE's use of the Property and Premises or resulting from the removal of PERMITTEE's property from the Property and Premises shall be repaired by PERMITTEE at PERMITTEE's expense. Any amount so expended by COUNTY shall be promptly paid by PERMITTEE.

Revocable Permit & Donation Agreement between Clark County and Searchlight Betterment  
Organization

6.7 PERMITTEE shall fully comply with all applicable Nevada laws, ordinances and rules of any public authority relating to their respective maintenance and repair obligations as set forth herein.

**7. IMPROVEMENTS.**

7.1 PERMITTEE agrees to coordinate with the COUNTY for placement of Improvements to insure proper installation.

7.1 Upon the termination or expiration of this Revocable Permit, PERMITTEE shall have the right, at its expense, to remove the Improvements. PERMITTEE shall completely repair, at its expense, any and all damage resulting from such removal.

7.2 All Improvements, fixtures or other improvements remaining upon expiration or termination of this Revocable Permit shall be deemed to be the property of COUNTY or may be stored by COUNTY, in COUNTY's discretion, at PERMITTEE's expense.

**8. INDEMNIFICATION.**

PERMITTEE agrees to hold harmless, indemnify and defend the COUNTY, its agents, officers and employees against any and all claims or liability of any kind, including liability for attorneys' fees and other litigation costs and expenses, for any personal injury, wrongful death, or damage to property arising out of PERMITTEE's operations or use of the Property and Premises, occurring in, on or in the vicinity of the Property and Premises, including the adjacent streets or sidewalks or any part thereof, due to the alleged negligence, fault, act or omission of PERMITTEE, its agents, officers, employees or invitees.

**9. INSURANCE.**

PERMITTEE shall provide evidence of the following insurance coverage prior to and during any access to the Premises:

9.1 Workers compensation in accordance with Nevada law or evidence from the Nevada Division of Industrial Relations that PERMITTEE is exempt from such requirement;

9.2 Fire insurance with extended coverage with policy limits of Two Hundred Fifty Thousand Dollars (\$250,000). COUNTY shall not be liable for injury or damages to

Revocable Permit & Donation Agreement between Clark County and Searchlight Betterment  
Organization

the Property and Premises or any property or fixtures by fire or other casualty so covered by this type of insurance, no matter how caused, it being understood that in case of damage, PERMITTEE shall look solely to the insurer for reimbursement and not to COUNTY.

9.3 Commercial general liability, including abuse, molestation and corporal punishment coverage, with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence to protect the COUNTY, the PERMITTEE, PERMITTEE's affiliates, contractors and agents against claims for injury or death and damage to the property of others.

9.4 Any and all insurance policies required shall be "occurrence" policies and shall not be "claims made" policies.

9.5 Before a contractor commences any work, PERMITTEE shall require the contractor to obtain and maintain throughout the term of the construction contract, the bonds and insurance coverage required, and shall furnish certificates of such insurance coverage to the Director. The insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statutes Chapter 683A.

## 10. DONATION

The cost of the Improvements are estimated at Seven Thousand Seven Hundred Fifty Five Dollars (\$7,755.00). The labor, material, services performed, materials supplied hereunder and One Thousand Two Hundred Dollars (\$1,200) are being donated by the PERMITTEE to install and maintain the Improvements. The Parties acknowledge that this Revocable Permit does not require the County to pay for any services, material or labor to complete the Improvements, except for those funds outlined in Section 11 below.

## 11. ALLOCATION OF FUNDS

11.1 COUNTY agrees to allocate funds in an amount not to exceed Six Thousand Five Hundred and Fifty-Five Dollars (\$6,555.00) for the Improvements, hereinafter referred to as the "Not to Exceed Amount".

11.2 COUNTY agrees to reimburse PERMITTEE for eligible expenses within thirty (30) working days of receipt of invoices from PERMITTEE with supporting documentation requested by the COUNTY within the Not to Exceed Amount. PERMITTEE acknowledges that eligible expenses include expenses only for the design and installation of

Revocable Permit & Donation Agreement between Clark County and Searchlight Betterment  
Organization

the Improvements.

**12. TERMINATION.**

For any reason with or without cause, either Party may terminate this Revocable Permit upon thirty (30) days written notice to the other Party.

**13. BREACH.**

In the event of PERMITTEE default or breach of this Revocable Permit, COUNTY shall give PERMITTEE written notice of the default or breach. PERMITTEE shall have thirty (30) days after receipt of the notice of default or breach to cure the default or breach, after which time if said default or breach has not been cured, COUNTY shall have the right to terminate this Revocable Permit and retake possession of the Property and Premises in compliance with Nevada law.

**14. NOTICES.**

All notices, approvals and demands allowed or required to be given under this Revocable Permit shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid and addressed as follows:

**To COUNTY:**

Clark County Real Property Management  
Attention: Director  
500 South Grand Central Parkway, 4th Floor  
Las Vegas, NV 89155-1825

**To PERMITTEE:**

Searchlight Betterment Organization  
Attn: Michelle Brown  
P.O Box 154  
Searchlight, NV

**15. WAIVER.**



Revocable Permit & Donation Agreement between Clark County and Searchlight Betterment  
Organization

COUNTY's failure to enforce or its delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. PERMITTEE's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right. This Section 15 may not be waived.

**16. RELATIONSHIP OF PARTIES.**

Nothing contained in this Revocable Permit shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any other association between COUNTY and PERMITTEE. No provisions of this Revocable Permit, or any acts of the Parties hereto, shall be deemed to create any relationship between COUNTY and PERMITTEE other than as set forth in this Revocable Permit.

**17. REMEDIES CUMULATIVE.**

The various rights, options, elections and remedies of COUNTY contained in this Revocable Permit shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided by law and not expressly waived in this Revocable Permit.

**18. GOVERNING LAW.**

The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Revocable Permit.

**19. ENTIRE AGREEMENT.**

This Revocable Permit sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Revocable Permit shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Revocable Permit or in any written, properly executed amendment to this Revocable Permit shall be binding upon COUNTY or PERMITTEE as a warranty or otherwise.

**20. ASSIGNMENT.**

Revocable Permit & Donation Agreement between Clark County and Searchlight Betterment  
Organization

PERMITTEE shall have no right to assign this Revocable Permit nor any of the rights or privileges granted herein or delegate any duties arising from this Revocable Permit.

**21. THIRD PARTY BENEFICIARY.**

This Revocable Permit is not intended to create any rights, powers or interest in any third party; and, this Revocable Permit is entered into for the exclusive benefit of the undersigned Parties.

**22. NON-DISCRIMINATION.**

PERMITTEE shall not unlawfully discriminate against any person in the use of the Property or Premises.

**[SIGNATURE PAGE FOLLOWS]**

Revocable Permit & Donation Agreement between Clark County and Searchlight Betterment Organization

IN WITNESS WHEREOF, we have hereto set our hands this \_\_\_\_ day of \_\_\_\_\_, 2021.


COUNTY:

CLARK COUNTY


PERMITTEE:

SEARCHLIGHT BETTERMENT ORGANIZATION

By \_\_\_\_\_  
Lisa Kremer, Director  
Real Property Management

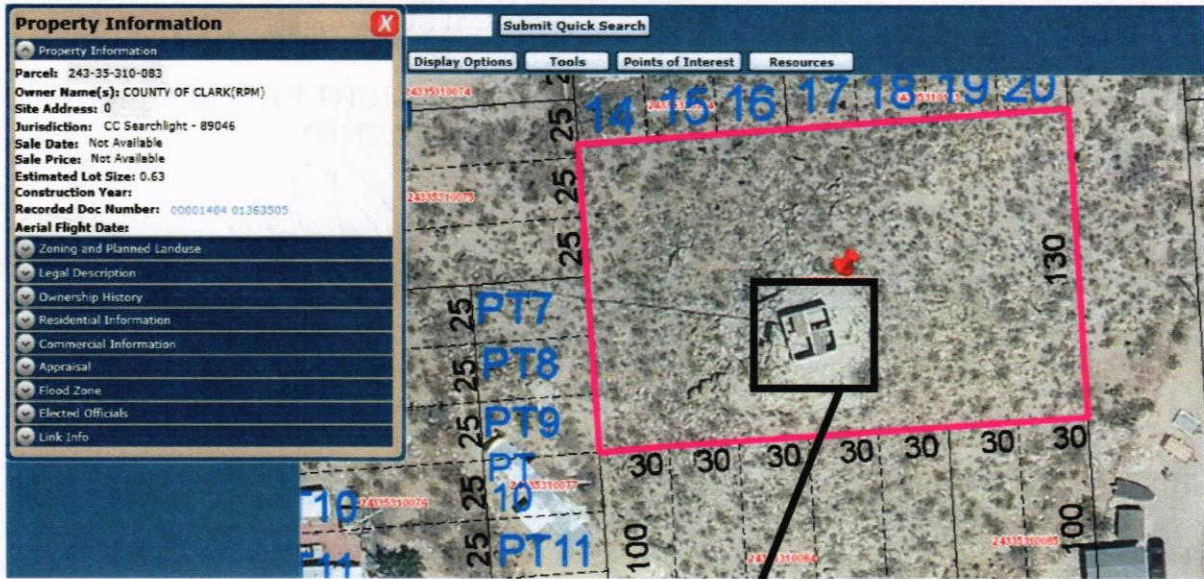
By   
Name: William Mcinnis  
Title: President

Approved as to form

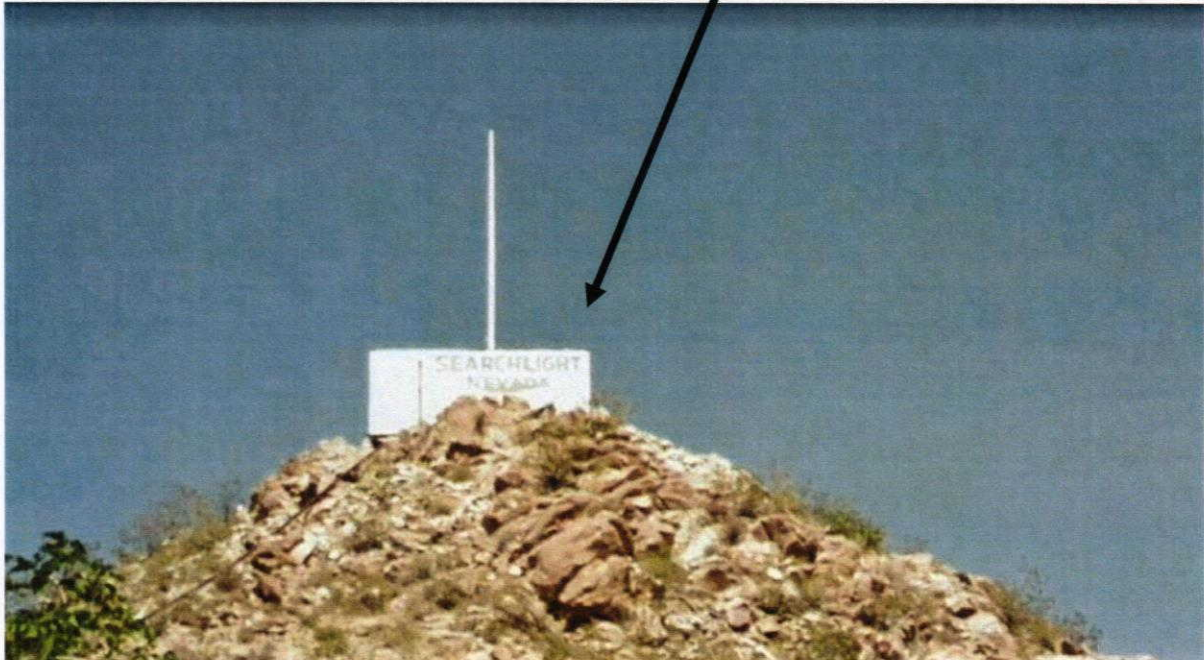
By   
Mary Anne Miller / *T. Baldwin*  
County Counsel for District Attorney

Revocable Permit & Donation Agreement between Clark County and Searchlight Betterment Organization

**EXHIBIT "A"**  
**PROPERTY**  
**PAGE 1 OF 1**

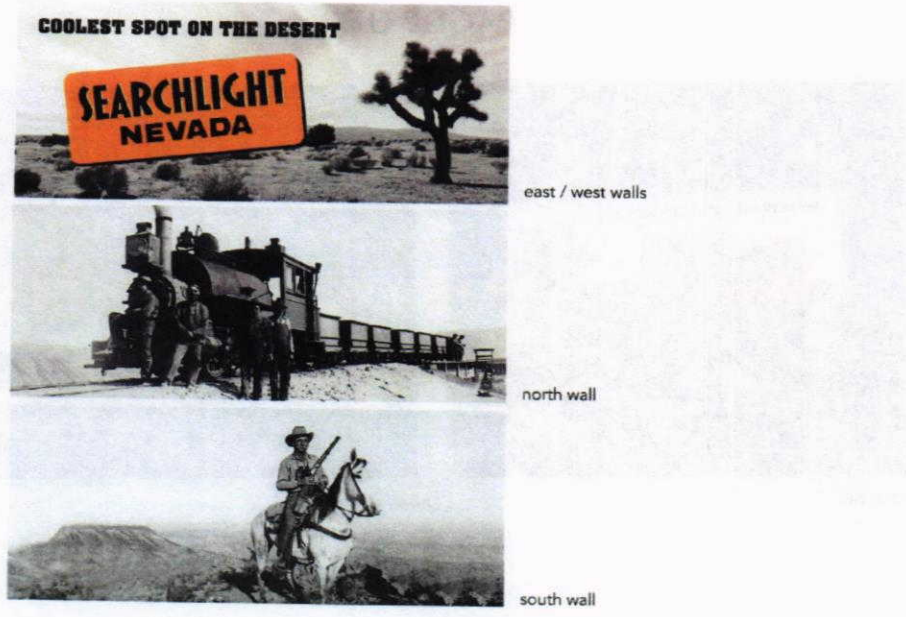


**PREMISES**

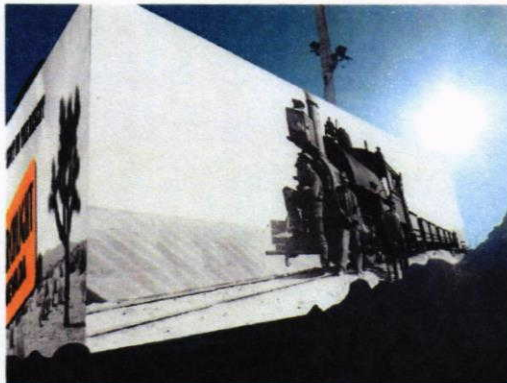


Revocable Permit & Donation Agreement between Clark County and Searchlight Betterment Organization

**EXHIBIT "B"**  
**PAGE 1 OF 4**



SEARCHLIGHT, NV IN SITU MOCKUPS  
8 X 20 - 4 panels



north wall / west wall



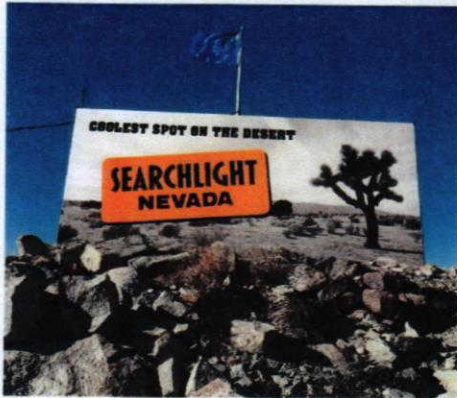
west wall/south wall



SEARCHLIGHT, NV IN SITU MOCKUPS  
8 X 20 - 4 panels

Revocable Permit & Donation Agreement between Clark County and Searchlight Betterment Organization

**EXHIBIT "B"**  
**PAGE 2 OF 4**



east wall



north wall/west wall



SEARCHLIGHT, NV IN SITU MOCKUPS  
8 X 20 - 4 panels

Revocable Permit & Donation Agreement between Clark County and Searchlight Betterment Organization

**EXHIBIT "B"**  
**PAGE 3 OF 4**



*We make your walls Sensational!*

602-539-6485  
www.wallsensations.com

SEARCHLIGHT TOWN ADVISORY BOARD  
PRESENTATION

**DATE** December 30, 2020  
**Quotation #** 2011-1058  
**Customer ID**

|                       |                                     |
|-----------------------|-------------------------------------|
| <b>Customer Name:</b> | Searchlight Betterment Organization |
| Name                  | Kyle Meyers                         |
| Company Name          | Searchlight Betterment Organization |
| Street Address        | Flag Box Project                    |
| City, ST ZIP Code     | Searchlight, Nevada.                |
| Phone                 | 702-742-1835                        |

**Invoice** ARG  
**Prepared by:** ARG  
**OWNER**

Referral source: Website

Comments or special instructions:

| Description   | AMOUNT             |
|---|--------------------|
| Searchlight Artwork- Design-  | \$ 500.00          |
| Printing 4 separate murals approximately 8' x 20'                                     | 4,000.00           |
| Installation  | 1,250.00           |
| No tax, shipped out of state  |                    |
| Deposit Paid Dec 9, 2020.   | (500.00)           |
| 3 year warranty from Fading or coming loose from the walls- full replacement guaranty | -                  |
| Total   | 5,750.00           |
| <b>TOTAL</b>  | <b>\$ 5,250.00</b> |

|               |              |
|---------------|--------------|
| <b>Terms:</b> | upon receipt |
|---------------|--------------|

**THANK YOU FOR YOUR BUSINESS!**

Pay to the order of Wall Sensations, Inc.  
5321 E. Shaw Butte Dr.  
Scottsdale AZ. 85254  
602-539-6485

Revocable Permit & Donation Agreement between Clark County and Searchlight Betterment Organization

**EXHIBIT "B"**  
**PAGE 4 OF 4**



**1 Sun Solar Electric, LLC**  
2708 Highland Drive  
Las Vegas, NV 89109

**Date:** 01/14/2021

**Bill to Customer:**  
Searchlight Town Advisory Board

**Project Site:**  
Searchlight, Nevada  
Public Signage

**Description**

**TARGET:**

Introduce solar LED lighting to the town sign, enhancing the sign visibility.

- To improve visibility and security with enhanced lighting levels appropriate for the property space and application.
- To reduce net lighting energy and maintenance costs with efficient LED lighting technology powered by solar PV.
- To provide lighting for flag pole

1 Sun Solar Electric has studied the current situation and have determined that the most financially feasible plan to bring suitable lighting to the Searchlight town sign is using solar powered LED lighting technology.

| Service                                      | Amount     |
|--|------------|
| <b>Total Contract</b>                        | \$2,505.00 |
| Install (5) solar powered commercial floods  |            |
| Includes all labor, equipment, and materials |            |
| <b>Subtotal</b>                              | \$2,505.00 |

**50% deposit due upon signing** **\$1,252.50**



# SEARCHLIGHT FLAG POLE BOX

## APN 243-35-310-083

