



## NOTICE OF PUBLIC MEETING & AGENDA

Board of Museums and History

Thursday, March 9, 2023 at 8 AM

### Meeting Location

The meeting will be held at the Nevada State Museum in Carson City, 600 N. Carson St., and via Zoom conference, accessible via electronic devices (certain cell phones, iPads, and computers) connected to the internet with listening and microphone capabilities. Video camera capability will also allow users to watch others in the meeting who are also using a video camera.

### Join Zoom Meeting

<https://us06web.zoom.us/j/84964087257?pwd=aDUxRWYxRzZxQVlvTTVieVlBdHh1dz09>

Meeting ID: 849 6408 7257

Passcode: 657410

### Dial by your location

+1 669 900 6833 US (San Jose)

Meeting ID: 849 6408 7257

Passcode: 657410

Zoom conference is open and accessible to the public using capable electronic devices.

+ = ASSOCIATED REPORTS AND DOCUMENTS IN BOARD MATERIALS

- 
- Action may be taken on those items denoted “For possible action.”
  - Public comment will be allowed after discussion of each action item on the agenda but before voting on the item. Because of time considerations, the period for public comment may be limited to 3 minutes at the discretion of the chair, and speakers are urged to avoid repetition of comments made by previous speakers.
  - Meetings are audio-recorded and transcribed as part of the public record. Speakers must identify themselves before speaking.

1. Call for the start of the recording of the meeting. Chair of Nevada Board of Museums and History and staff.

2. Call meeting to order, Board Chair.

3. Call for confirmation that meeting was properly posted. Board Chair and staff.
4. Call for the roll call of board and determination of quorum. Board Chair and staff.
5. Board announcements and meeting logistics. Board Chair and staff. (Information only).
6. Public comment announcement. Board Chair. Public comment is welcomed by the Board. There are three periods of public comment during a meeting of the Nevada Board of Museums and history. The first is at the beginning of meeting and at the end of the meeting of the Board. A third period of public comment will be allowed after discussion of each action item on the agenda, but before voting on the item. Because of time considerations, the period for public comment by each speaker may be limited to 3 minutes at the discretion of the Chair, and speakers are urged to avoid repetition of comments made by previous speakers. Public comment options may include, without limitation, written public comment submitted to the public body via mail or email. Meetings are audio-recorded and transcribed as part of the public record. Speakers, including board members, must identify themselves before speaking.
7. Public notification. Board Chair. (information only.) Items on the public agenda may be taken out of order, and the Board may combine two or more agenda items for consideration and action by the Board. In addition, the Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
8. Acceptance of minutes. Board Chair and staff (full transcript available at [nvmuseums.org](http://nvmuseums.org)).
  - a. December 8 and 9, 2022 Board Meeting summary and full transcript (for possible action.) +
  - b. February 9, 2023 Membership Committee Meeting minutes (for possible action.) +
9. Review and confirm dates for Board meetings in 2023 (for possible action.)  
June 8 and 9 in Las Vegas at the NSM, Sept 14 in Ely, December 7 & 8 in Reno at the NHS.
10. Nevada State Historic Preservation Office. Rebecca Palmer, Administrator (All items are for possible action unless otherwise noted.)
  - a. SHPO Report +
  - b. AB46 update
11. Nevada Department of Tourism and Cultural Affairs -Brenda Scolari, Director.
  - a. Department Update
    - Public Relations Activities
    - Culture Day in the Legislature, March 10
    - Governor Recommended Budget Process
    - Potential Bill Impacts to Department
  - b. The 82nd (2023) Session of the Nevada Legislature
    - Museums BDR
    - Proposed Legislation
      1. SB 186 Revises provisions relating to certain state property.  
<https://www.leg.state.nv.us/App/NELIS/REL/82nd2023/Bill/9931/Overview>
      2. SB 94 Adds criteria for Tribal liaisons positions in the government.  
<https://www.leg.state.nv.us/App/NELIS/REL/82nd2023/Bill/9713/Overview>

3. BDR 150 Increase accessibility, particularly for the hearing and sight impaired, and add a seat on the Board advocating for the disabled community. (No bill available)
4. AB 80 Provides support for relocating the Atomic Testing Museum in Las Vegas.

<https://www.leg.state.nv.us/App/NELIS/REL/82nd2023/Bill/9660/Overview>

12. Administrator's Report. Myron Freedman, DMH Administrator. (Information only, unless noted otherwise.)

- a. Administrator Overview
- b. NAGPRA Quarterly Update.
- c. Status report of Online Board Manual. (Possible action item.)
- d. East Ely RR Museum update
- e. Boulder City Railroad Museum update
  1. Plan to increase staffing (information only)
  2. Status of AG Opinion request from the Board. DAG Harry Ward.

13. Board Policies – (All items listed are for possible action, unless otherwise noted).

- a. Board Policy: Draft -Museum Deaccession policy. Michelle Schmitter "Point Person" (for discussion only.)
- b. Board Policy: Draft -Artifact Loan policy Courtney Mooney "Point Person." (For possible action.)
- c. Board Policy: Board of Museums & History Museum Membership Policy. Anthony Timmons-Chair (for possible action.)
  1. Review and propose edits to the policy (for possible action.)
  2. Review and propose changes to create a single systemwide membership including pricing and initial member benefits (for possible action.)

14. Standing Membership Committee (for possible action.)

- a. Board Policy – Review. Museums & History Admissions and Train Ride Fee Policy. (For possible action.)
  1. Draft of train rental policy for fund raising for State Museum. Myron Freedman, Administrator (for possible action.) +
  2. Annual review of proposed fee schedule for all Train Rides, regular and fund raising, for fiscal year 2024. Myron Freedman, Administrator. (for possible action.) +
- b. Standing Finance Committee (Robert Ostrovsky chair.)
  1. Quarterly report by Committee Chair (for discussion only.)
  2. IFC Semi-Annual Report by DMH Administrator (for possible action.) +
  3. Appointment of Michelle Schmitter as member of Board Finance committee. (For possible action.)
  4. Set date for Board Finance Committee review: FY 24 (July 1, 2023 – June 30, 2024) Museums Dedicated Trust Fund (for possible action.)
- c. Standing Museum Store, Jan Peterson, Chair (for possible action unless otherwise noted.)
  1. Online Museum Store Update. Jan Peterson, Daphne Delon. (for information.)
  2. Online Store Web 2 Market Contract. Peterson, Daphne Delon (for possible action.) +

15. Q2 Museum Reports (Oct-Dec 2022)

- a. Lost City Museum Report +
  - 1. Request for free admission days (for possible action.) +
  - 2. Donation Approval Docent Council \$357.73 (for possible action.) +
  - 3. Donation Approval Docent Council \$375.00 (for possible action.) +
  - 4. Donation Approval Caproni Trust \$16,666.67 (for possible action.) +
- b. Nevada State Museum in Las Vegas Report +
- c. Nevada State Museum in Carson City +
  - 1. Custom Sign Service Contract Approval (for possible action.) +
  - 2. Science Fair Free Admission Request (for possible action.) +
  - 3. Donation Approval Johnson \$1,000 (for possible action.) +
  - 4. Donation Approval Annual Appeal \$12,155 (for possible action.) +
- d. Ely Railroad Depot Museum +
- e. Nevada State Railroad Museum in Boulder City +
- f. Nevada State Railroad Museum in Carson City +
  - 1. Contract: 4 Concrete LLC (for possible action.) +
  - 2. Request for funds towards purchase of forklift (for possible action.) +
  - 3. Donation Approval Jones Trust \$5,000 (for possible action.) +
- g. Nevada Historical Society Report +
  - 1. Herz Contract Approval (for possible action.) +

16. Private funds budget adjustments-Current year (for possible action.)

- a. Changes approved by the Division Administrator. b. Changes requested from the Board over \$5,000.

17. Board member comment on non-agendized items (discussion only).

18. Future museum board agenda items (discussion only.) Recommendations by Board members regarding topics for future agenda items for the Board can be made under this agenda item. Discussion on proposals for future Board items shall be limited to whether such proposed items are within the purview of the Board. No discussion regarding the substance of any proposed agenda item shall occur.

19. Public Comment Announcement. Board Chair. (For information only.) Public comment is welcomed by the Board. No action can be taken during the public comment period. Public comment on both agenda and non-agenda items is welcome. Because of time considerations, the period for public comment by each speaker may be limited to 3 minutes at the discretion of the Chair, and speakers are urged to avoid repetition of comments made by previous speakers. Public comment options may include, without limitation, written public comment submitted to the public body via mail or email.

20. ADJOURNMENT

NOTICE POSTING LOCATIONS

<https://notice.nv.gov>

<http://museums.nevadaculture.org>

NEVADA DIVISION OF MUSEUMS & HISTORY, 412 E. Musser St., Suite 2. Carson Street, Carson City  
NEVADA DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS, 401 N. Carson St., Carson City, Nevada



STATE HISTORIC PRESERVATION OFFICE, 901 South Stewart St., Carson City, Nevada  
EAST ELY RAILROAD DEPOT MUSEUM, 1100 Avenue A, Ely, Nevada  
NEVADA HISTORICAL SOCIETY, 1650 North Virginia St., Reno, Nevada  
NEVADA STATE MUSEUM LAS VEGAS, 309 S. Valley View Blvd., Las Vegas, Nevada  
LOST CITY MUSEUM, 721 South Highway 169, Overton, Nevada  
NEVADA STATE MUSEUM, 600 North Carson St., Carson City, Nevada  
NEVADA STATE RAILROAD MUSEUM, 2180 S. Carson St., Carson City, Nevada  
NEVADA STATE RAILROAD MUSEUM, 600 Yucca St., Boulder City, Nevada

The public may acquire this notice and agenda and supporting materials, pursuant to NRS 241.020(2) by contacting Deb Budo, Administrative Assistant III, Division of Museums and History, (775) 687-7340 or via email to [dabudo@nevadaculture.org](mailto:dabudo@nevadaculture.org) Supporting documents are available from the Nevada Division of Museums and History at 412 E. Musser Street, Suite # 2 Street, Carson City, Nevada 89701.

\*\* We are pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements are necessary, please contact the Nevada Division of Museums and History by calling (775) 687- 7340 at least two days in advance of the meeting.



**THE HERITAGE LIVES HERE.**

## **Meeting Minutes SUMMARY**

### **BOARD OF MUSEUMS AND HISTORY**

**Thursday, December 8, 2022, 8:00 AM**

#### **Meeting Location**

Bureau of Reclamation Building, 500 Date Street, Boulder City, NV

#### **BOARD MEMBERS PRESENT**

Robert Stoldal, Chairman  
Michelle Schmitter  
Dr. Sarah Cowie  
Dr. Doris Dwyer  
Anthony Timmons  
Daniel Markoff  
Robert Ostrovsky  
Jan Petersen  
Seth Schorr  
Courtney Mooney

#### **BOARD MEMBERS EXCUSED**

Mercedes de la Garza  
E'sha Hoferer

#### **OTHERS PRESENT**

Myron Freedman, Division of Museums and History, Interim Administrator  
Harry Ward, Attorney General's Office, Deputy Attorney General  
Christopher McMahon  
Daphne DeLeon, Division of Museums and History, ASO  
Brenda Scolari, Tourism and Cultural Affairs, Director  
Rebecca Palmer  
Robin Reed, Nevada State Historic Preservation Office  
Kirsten Nalley, Public Works  
Sean Pitts  
Francine Burge, Nevada Department of Tourism and Cultural Affairs  
Jill Lagan  
Tracey Sprague  
Anna Camp  
Daniel Thielen, Nevada State Railroad Museum, Carson City, Museum Director  
Hollis Gillespie  
Rachel Delovio  
Catherine Magee, Nevada Historical Society, Reno, Museum Director

Minutes of Nevada Board of Museums and History  
December 8, 2022 8:00 AM

1. The Chair called the meeting to order. Roll call was taken and confirmed a quorum was present and the meeting was posted in accordance with NRS 241. (1,2,3,4)
2. The Chair took Item 5, board announcements and meeting logistics. He discussed breaks during the meeting, allocating time to tour museums at meetings. A discussion took place. Bob Ostrovsky noted he had to leave for a while today and needed to schedule a time for Morgan Stanley to be at the meeting on the 9th. Stoldal noted they would move Ostrovsky's presentation, board reports from finance committee and potential update on fiscal policy to tomorrow morning. (5)
3. The Chair took Item 6, public comment announcement. Myron Freedman noted he received a request for the board packet in an email, which he put online and sent a link to the inquirer. There was no other public comment. (6)
4. The Chair took Item 7, public notification. He noted the report from Morgan Stanley may come up on the agenda today but, if so, it will be moved to tomorrow. (7)
5. The Chair took Item 8a-d, acceptance of minutes. A discussion took place about needing the full transcripts online, rather than just summaries. Doris Dwyer moved to approve the minutes for September 8, 2022. Sarah Cowie noted one correction on her title. Jan Petersen seconded. Motion carried unanimously. Doris Dwyer moved to approve the minutes for September 9, 2022. A note was made that E'sha was not listed as present or absent. Bob Ostrovsky seconded. Motion carried unanimously. Jan Petersen moved to accept the minutes from the October 11, 2022. Doris Dwyer seconded. Motion carried unanimously. Jan Petersen moved to accept the minutes for November 16, 2022. Doris Dwyer seconded. Motion carried unanimously. (8a-d)
6. The Chair took Item 9a, calendar 2023 for board meeting. Dates were tentatively set for March 9th in Carson City with Cultural Day at the legislature on the 10th, budget meeting on June 8th and 9th in Las Vegas, September 14th in Ely, December 7th and 8th in Reno. Jan Petersen made a motion to accept. Anthony Timmons seconded. Motion carried unanimously. (9a)
7. The Chair to Item 10a-c, State Historic Preservation Office. A discussion took place regarding the two departments, Department of Tourism and Cultural Affairs and the Department of Conservation and Natural Resources and their roles and regulations. Rebecca Palmer gave an update on the Nevada State Historic Preservation Office and the two action item requests, one on matters relating to the Historic Preservation Plan and one on the State Historic Preservation Office. A discussion took place regarding her letter. Anthony Timmons made a motion

Minutes of Nevada Board of Museums and History  
December 8, 2022 8:00 AM

that they draft an advisory letter to State Public Works recommending that they use the Department of Interior Historical standards and incorporate them into this East Ely freight building rehabilitation project. Sarah Cowie seconded. Motion carried unanimously. Rebecca Palmer then gave an overview the history of the Commission for Cultural Centers and Historic Preservation, the members, plans for rehabilitation of El Rancho, CCCHP grant recipients and plans . (10a-c)

8. The Chair took Item 11a-b, Department of Tourism and Cultural Affairs. Brenda Scolari gave an update and review regarding the museum system. A discussion took place. (11a-b)
9. The Chair took Item 12a-e, administrator's report. Myron Freedman gave an overview on staffing and museum opening update. He discussed two major CIP projects. Anna Camp gave an overview of her report for NAGPRA quarterly update. Dan Thielen gave an update on the loan agreement between California and Nevada for trains, status report on updated legal loan agreements. The Chair reviewed the status report on Online Board Manual. (12a-e)
10. The Chair took Item 13a-f, board policies. He reviewed the policy review process. Jan Petersen gave an update on existing board policies and procedures on museum stores. She made a motion to approve the board policy as presented on September 8, 2022. Doris Dwyer seconded. Motion carried unanimously. Michelle Schmitter gave an update on the draft of the museum deaccessioning policy and a discussion was held. Unknown speaker moved to accept the policy. Doris Dwyer seconded. Motion carried with a no vote from Anthony Timmons. Courtney Mooney gave a review of the draft artifact loan policy. After discussion, Anthony Timmons moved to table this policy for further input by museum staff and directors, consult NRS and bring it forth at the March 9th meeting. Doris Dwyer seconded. Motion carried unanimously. Chair Stoldal reviewed the admissions and train ride fee policy. Unknown speaker made a motion to accept the policy. Courtney Mooney seconded. Motion carried unanimously. Chair Stoldal reviewed special train ride fees recommendations. Seth Schorr made a motion to approve the train ride fees. Jan Petersen seconded. Motion carried unanimously. Chair Stoldal reviewed the museum facilities and equipment. Anthony Timmons made a motion to approve the policy for facilities, fixtures and other properties of the division as presented. Jan Petersen seconded. Motion carried unanimously. Chair Stoldal reviewed the fee schedules for train rides for the remainder of fiscal year 23. The Chair made a motion to approve the Nevada State Railroad Museum in Carson City, approve Story Time motorcars between January and March, the Extravaganza, 2 days in spring, Independence Day for 2 to 4 days in July, approve a rate of \$10 per ticket for both Boulder City and Carson City, and in Boulder City, permission for the Boulder City Bunny Express for 9 days in March and April, fee is standard for \$10. Also that any fundraising efforts with the train tickets, the cap on that ticket would be no more than \$50, that we approve the Nevada Day, we waive the ticket fee for children who are Nevada Day and that

Minutes of Nevada Board of Museums and History  
December 8, 2022 8:00 AM

the music train ride would be up to \$50 but only one because of January and June of this year. Dan Markoff seconded. Motion carried unanimously. (13a-f)

11. The Chair took Item 14a-b, board committee reports. Daphne DeLeon gave a report on the Standing Museum Store. A discussion took place regarding the store's report, recommendations and funding request. Jan Petersen made a motion to approve the online store funding proposal for the pilot of six months. Seth Schorr seconded. Motion carried unanimously. Seth Schorr gave an update on the standing tech committee board minutes and improvement options. Seth Schorr moved to purchase an Owl web conference solution. Courtney Mooney seconded. Motion carried unanimously. (14a-b)
12. The Chair adjourned the meeting until tomorrow morning.



## **Meeting Minutes**

### **BOARD OF MUSEUMS AND HISTORY**

**Friday, December 9, 2022, 8:00 AM**

#### **Meeting Location**

Bureau of Reclamation Building, 500 Date Street, Boulder City, NV

#### **BOARD MEMBERS PRESENT**

Robert Stoldal, Chairman  
Michelle Schmitter  
Dr. Doris Dwyer  
Anthony Timm  
Robert Ostrovsky  
Jan Petersen  
Courtney Mooney  
Daniel Markoff

#### **BOARD MEMBERS ABSENT**

Dr. Sarah Cowie, excused  
Mercedes de la Garza, excused  
E'sha Hoferer, unexcused  
Seth Schorr, excused

#### **OTHERS PRESENT**

Myron Freedman, Division of Museums and History, Administrator  
Harry Ward, Attorney General's Office, Deputy Attorney General  
Catherine Magee, Nevada Historical Society, Reno, Museum Director  
Daphne DeLeon, Division of Museums and History, ASO  
Daniel Thielen, Nevada State Railroad Museum, Carson City, Museum Director  
Tracey Sprague, Lost City Museum, Overton, Museum Director  
Josh Bonde, Nevada State Museum, Carson City, Museum Director  
Cary Allison  
Hollis Gillespie, Nevada State Museum, Las Vegas, Museum Director  
Christopher MacMahon, Nevada State Railroad Museum, Museum Director  
Todd Moore, Friends of the Nevada State Railroad Museum, President  
Madelyn Pecorino, Nevada State Railroad Museum, Store Manager  
Sean Pitts, East Ely Depot Railroad Museum, Ely, Museum Director

Minutes of Nevada Board of Museums and History  
December 9, 2022 8:00 AM

1. The Chair called the meeting to order. Roll call was taken and confirmed a quorum was present and the meeting was posted in accordance with NRS 241. (1,2,3,4)
2. The Chair took Item 6, public comment announcement (taken out of order). There was no public comment. (6)
3. The Chair took Item 7, public notification. He noted one outstanding item from yesterday, 14c. Anthony Timmons stated they are planning a January meeting. (7)
4. The Chair took Item 15a-d, board policy private funds. Bob Ostrovsky stated it would be 9 o'clock for this item. (15a-d)
5. The Chair took Item 16a-b, museum reports. Discussion took place on the Nevada Historical Society board report from Director Magee and several action items. She gave an update on the Q, attendance, items damaged from the roof leak. She gave an update on free admissions. Bob Ostrovsky moved for approval of free admission request. Jan Petersen seconded. Motion carried unanimously. Anthony Timmons made a motion to approve the Ledbetter Donation. Doris Dwyer seconded. Motion carried unanimously. Ms. Magee explained the request for fund replacement of archival housing materials and insurance deductible damage. Dan Markoff moved to accept. Jan Petersen seconded. Motion carried unanimously. Chairman Stoldal moved to Lost City and a discussion was held on repairs and a curator. Chair Stoldal moved on to Carson City. An update was given on the coin press, online items and membership. (16a-b)
6. The Chair went back to Item 15c. Cary Allison from Morgan Stanley gave a presentation. Bob Ostrovsky asked about stock portfolio and a discussion was held. He proposed a 50-50 portfolio and made a motion to modify the investment directions to 50% stocks and 50% bonds. Anthony Timmons seconded. Motion carried unanimously. Bob Ostrovsky detailed a change they were recommending to the policy portion and made a motion to add the language to the policy. Anthony Timmons seconded. Motion carried unanimously. (15c)
7. The Chair went back to 16c-d, Nevada State Museum in Carson City and their action items, donation acceptance of Carson City Downtown Business Association. A discussion was held and Dan Markoff made a motion to accept. Courtney Mooney seconded. Motion carried unanimously. The donation acceptance of La Rocca Trust was discussed. Dan Markoff made a motion to accept. Doris Dwyer seconded. Motion carried unanimously. The Chair took the donation of the Russell Trust and a discussion took place. Dan Markoff moved to accept. Bob Ostrovsky seconded. Motion carried unanimously. The Chair took the acceptance of a donation from Visit Caron City and a discussion took place.

Minutes of Nevada Board of Museums and History  
December 9, 2022 8:00 AM

Bob Ostrovsky moved to accept. Jan Petersen seconded. Motion carried unanimously. The Chair moved to donations from Raven Trust and a discussion took place. Dan Markoff moved to accept. Doris Dwyer seconded. Motion carried unanimously. The Chair moved to accept a donation of \$3,500.00 and a discussion was held. Bob Ostrovsky moved to accept. Dan Markoff seconded. Motion carried unanimously. The Chair moved to the report on Las Vegas. A discussion was held regarding the first quarter of Fiscal 2023, recent activities, any issues. A discussion took place. Myron Freedman recommended to schedule a finance committee meeting to review Springs Preserve agreement. The Springs Preserve was discussed. A \$500.00 donation from the International Women's Forum was discussed. Robert Stoldal made a motion to approve the donation. Bob Ostrovsky seconded. Motion carried unanimously. (16c-d)

8. The Chair took Item 5, meeting logistics (taken out of order). A discussion took place regarding a 12-passenger van at the museum. (5)
9. The Chair went back to Item 16e, Nevada State Railroad Museum in Carson City. A discussion took place regarding a donation, store remodel design request and Great Western Steam Up P&L report. Dan Markoff made a motion to accept the donation. Bob Ostrovsky seconded. Motion carried unanimously. Myron Freedman recommended tabling the store remodel design request until the next meeting. Dan Markoff made a motion to table. Bob Ostrovsky seconded. Motion carried unanimously. (16e)
10. The Chair took Item 16f, Boulder City. A discussion took place regarding a travel request, the report and PastPerfect. Bob Ostrovsky moved to approve an amount not to exceed \$2,000.00 for travel expenses. Dan Markoff seconded. Motion carried with one no vote from Anthony Timmons. A discussion took place regarding a lithium battery fire, the process of fixing the building and who is going to pay for it. (16f)
11. The Chair took Item 16g, Ely. A discussion took place. (16g)
12. The Chair took Item 17, private funds budget adjustments-current year. Myron Freedman stated there were none. (17)
13. The Chair took Item 18, board member comment on non-agenized items. Christopher MacMahon reported on the expenditure to improve the cars and they would have a report for the March meeting. (18)
14. The Chair took Item 19, future museum board agenda Items. Discussion took place regarding the finance committee, membership, update on fiscal year 24 for railroad cars, rental agreement between Friends. Anthony Timmons reinforced his request to put the draft artifacts loan policy on the agenda. (19)



Minutes of Nevada Board of Museums and History  
December 9, 2022 8:00 AM

15. The Chair took Item 20, public comment announcement. There were no public comments. (20)
16. The Chair adjourned the meeting.



Membership Committee  
Nevada Board of Museums and History  
Thursday February 9, 2023, 12:00 PM – 1:30 PM

### **MEETING SUMMARY**

#### **In Attendance:**

1. Anthony Timmons, Membership Committee Chair
2. Mercedes De La Garza, Membership Committee Member
3. Robert Stoldal, Board of Museums and History Chair
4. Harry Ward, Deputy Attorney General
5. Myron Freedman, Division of Museums and History Administrator
6. Daphne DeLeon, Division of Museums and History, ASO
7. Josh Bonde, Nevada State Museum Carson City Director
8. Hollis Gillespie, Nevada State Museum Las Vegas, Director
9. Catherine Magee, Nevada Historical Society Director
10. Christopher MacMahon, Nevada State Railroad Museum Boulder City
11. Tracey Sprague, Lost City Museum Director
12. Dan Thielen, Nevada State Railroad Museum Carson City
13. Sean Pitts, Nevada State Railroad Museum East Ely
14. Kelly Brant, Nevada State Museum Carson City Membership Lead

**I. Meeting recording was started.**

**II. Chair Timmons called the meeting to order.**

**III. Chair Timmons confirmed that the meeting was properly posted.**

**IV. Roll call was conducted, and a quorum established.**

**V. Public Comment:** No public comment was received by the Chair, Timmons, Member De La Garza or Division Administrator Freedman.

## **VI. Committee Business**

### **A. Review and propose edits to the museum membership policy**

Chair Timmons reviewed the proposed Membership Policy (Policy) revisions, noting that 2019 was the last time the Policy was reviewed. Recommended revisions include:

1. Eliminating Senior, Student, Contributing, patron, and benefactor membership categories.
2. Increasing the annual costs for Individual (\$40.00), Family (\$70.00) and Sustaining (\$250.00) membership categories.
3. Making former members of the Board of Museums and History (Board) eligible for Honorary Life membership.
4. Eliminating all language regarding the *Nevada Historical Society Quarterly* as a membership benefit.
5. Offering museum volunteers with 100+ hours of service annually eligible for an Individual membership.
6. Defining Sustaining membership benefits.
7. Adding other membership benefits created by the Membership Committee and Approved by the Board.
8. Strengthening language requiring Friends of the Railroad Museum membership program to be consistent with the museums' membership program as described by the Policy; and
9. Establishing a bi-annual Board review of this Policy.

Chair Timmons invited comments. The following comments were made.

Nevada Historical Society (NHS) Director Magee expressed concerns with the elimination of the senior membership. The NHS has a lot of senior memberships. Additionally, offering museum volunteers with 100+ hours of service annually a no-cost individual membership would negatively impact their membership revenue. Currently, membership in the Docent Council requires an NHS membership and nearly 100% of current volunteers would qualify for a no-cost individual membership.

Nevada State Museum Carson City (NSMCC) Membership Lead Brant also expressed concerns regarding the elimination of the senior membership category and offering museum volunteers with 100+ hours of service annually a no-cost individual membership. Senior memberships account for 36% of the total number of memberships and 12% of total membership revenue. Additionally, the proposed memberships categories of Contributing, Patron, and Benefactor account for 39.4% of total income. As with the NHS, the NSMCC Friends group requires an NSMCC membership. Currently, 17 out of 52 volunteers would be eligible for a no-cost individual membership.

Division Administrator Freedman expressed his appreciation of the efforts to make the membership program more stream-lined and user-friendly. He hopes that the ability for each museum to define benefits for higher membership levels are still possible.

Chair Timmons offered the following clarifications.

- a. Senior membership category: While the senior membership category is proposed to be eliminated, museum directors would have the discretion to offer discounts to individual membership cost (i.e., individual membership cost \$40.00-senior discount \$20.00 = \$20.00) to allow seniors to continue to pay the same cost they are paying now (senior membership = \$20.00).
- b. Higher level membership categories: Sustaining membership is a minimum of \$250.00. Nothing prevents an individual from paying more than the minimum. Developing benefits for premium level memberships are a work in progress.
- c. Museum volunteers with 100+ hours of service: Modeled after the National Park/Bureau of Land Management program to recognize/reward volunteer service.

Board Chair Stoldal recommended the Committee re-look at the proposed elimination of the senior membership category. Perhaps increasing it to \$25 annually.

Additionally, Chair Timmons brought up the NHS specific membership benefit – NHS quarterly subscription. NHS members will receive NHS Quarterly as a membership benefit. Members of other museums can subscribe to the NHS Quarterly at a discounted rate. Other museums will develop specific member benefit for review by Committee and Board to increase the attractiveness of basic and premium level memberships. Concern was expressed that potentially not all museums will be able to develop equitable museum-specific benefits.

Railroad museum membership benefits and program structure were discussed. At the Carson City and Boulder City museums, membership programs are run by the associated Friends Groups. There is no museum membership program because of lack of staff. At the Carson City Museum members receive free museum admission, 15% store discount and 50% train ride discount. At the Boulder City Museum, members receive free train rides. The proposed Policy recommendation to strengthen language requiring the Friends Groups' membership categories match the museum categories caused concern. The Boulder City Museum Director MacMahon noted that this will cause a significant concern. Chair Timmons stated this issue was not created but highlighted by the proposed Policy recommendations. Board Chair was confident this issue can be resolved in a positive manner.

It was noted that in other museums the Friends Group membership is separate from museum membership. Additionally, museum membership is required for Friends Group membership.

Nevada State Museum Las Vegas Director Gillespie stated that there are three distinct membership programs at her museum: Museum, Friends Group and Springs Preserve. Museum members do receive no-cost general admission to the Springs Preserve.

Committee Member De La Garza recommended that a survey be developed and distributed to the museums to document each museum's priorities. This information

should be used to develop a matrix. She also suggested using a sticker on the individual card to identify seniors.

Division Administrator Freedman suggested identifying a senior discount that could be applied to the individual and family membership categories.

Chair Timmons noted that the tracking of the discounts process is still being developed. Basics of discount program are each museum would have a set number of discounts available, the POS system would continue to be used to sell memberships and museum staff would leverage current POS reports to track discounts used.

A chart of FY22 membership data and reviewed. Two largest membership categories were Individual (354), and Seniors (351) Railroad Museum Friends Groups membership data will be added.

Carson City Museum Director Thielen noted the Senior membership category represented 30% and Senior Family membership category represented 25% of Friends Group memberships. It is important to retain this level of membership. Concerned that offering a no-cost individual membership to museum volunteers with 100+ hours of service would result in a decrease in these numbers.

Attorney General's Opinion stated that an individual is not required to be a member of the museum/Friends Group to volunteer. These volunteers receive access to the Museum only during their volunteer hours.

It was suggested that the senior discount should be a percentage off. Chair Timmons noted that markets recommend a dollar discount. This is easier for the customer to understand.

Chair Timmons made the following motion. It was seconded by Committee Member De La Garza. It passed with the Chair voting in approval.

Approve the presented Policy recommendations with the following changes.

1. Increase proposed annual membership fees; Individual \$45.00 and Family \$75.00
2. Eliminate offering museum volunteers with 100+ hours of service annually eligible for an Individual membership
3. Delete language "bi-annual" from Policy review section

Board Chair Stoldal suggested that the NHS specific member benefit be included in the Policy.

Chair Timmons responded the NHS specific member benefit be addressed in the NHS Quarterly policy and not be included in the systemwide Membership Policy.

Division Administrator Freedman suggested that museums recommend museum-specific benefits to the Board.

**B. Review and propose changes to create a single systemwide membership including pricing and initial member benefits.**

Chair Timmons noted that pricing and initial member benefits were part of the 6A discussion. Planning that the approved Membership Policy will be effective July 1, 2023. Membership card mock-ups are color-coded per membership category and the design will rotate annual making identification of membership level and year easily identified.

Board Chair Stoldal asked for a description of the online membership process.

Administrative Services Officer DeLeon shared that the online store website development includes the ability to purchase a membership online. Individuals wanting to join the Railroad Museum Friends Groups will be provided a link to the Friends Group websites. Online store website is planned to be operational by July 1, 2023.

This item was tabled for a future meeting due to loss of quorum.

**VII. Public Comment**

Chair Timmons called for public comment.

Comments centered on the implementation of the proposed membership policy for the state railroad museums and their Friends Groups. This topic will be further discussed at future Committee meetings.

**VIII. Chair Timmons adjourned the meeting**



**Board of Museums and History**  
**March 9, 2023, Meeting**  
**National and State Registers – Staff Report**  
*March 1, 2023*

**National Register of Historic Places Nominations**

None

**Nevada State Register of Historic Places Nominations**

None

**Listed Properties Since December 2022 Staff Report**

None

**Pending Nominations to the National Register**

Gem Theater, Pioche, Lincoln County

A draft NRHP nomination was received in July 2022. SHPO staff reviewed the draft and sent comments and edit requests to the author in September 2022. The author and building owner are currently conducting additional research and editing the nomination to address the SHPO comments.

El Rancho Hotel, Wells, Elko County

Final edits to this document are in progress.

White Pine Middle School, Ely, White Pine County

SHPO staff received an early, incomplete draft that does not yet have confirmed owner support. Our office conducted a courtesy review in February 2023 to help determine what additional research and documentation might be necessary.

**NRHP Inquiries Since December 2022 Staff Report**

SHPO staff received notice that a consultant is in the initial stages of gathering support and conducting research for a possible Ely Business District nomination. In addition, SHPO staff received seven inquiries for potential NRHP nominations: 33 N. W Street in Yerington, unspecified properties in Paradise Valley, Kilgore's Pirate Lagoon in Las

Vegas (non-historic), Regency Towers in Las Vegas, Atlatl Rock in Valley of Fire State Park, the Old Gym Playhouse in Gardnerville, and a statewide MPDF for movie theaters.

## **Pending Nominations to the State Register**

### Cactus Theatre, Hawthorne, Mineral County

A draft nomination for the Cactus Theater (Cinadome Theatre; Old Glory Theatre) was received in January 2023. SHPO staff reviewed the nomination and provided comments and edits to the author in February.

### G.S. Garcia Saddle & Harness Shop, Elko, Elko County

The Board conditionally approved this nomination during their December 2020 meeting. The nomination author is currently expanding the historic context and incorporating BMH member suggestions.

## **SRHP Inquiries Since December 2022 Staff Report**

None.

## **Federal NRHP Nominations**

1. Bahsahwahbee Traditional Cultural Property – The Bahsahwahbee TCP is listed in the NRHP at the statewide level of significance. The BLM is working with the Confederated Tribes of the Goshute Reservation to determine if the TCP may also be eligible at the national level. The SHPO reviewed a draft Additional Documentation document in January 2023 and provided feedback to the BLM.
2. Lincoln Highway and Victory Highway Multiple Property Documentation Forms (MPDF) and accompanying nominated road segments – No changes or updates since the previous staff report.
3. Kyle Canyon Ranger Station and CCC Camp Charleston in Clark County – No changes or updates since the previous staff report.
4. Dunkahni Archeological District in Great Basin National Park – No changes or updates since the previous staff report



## **Division of Museums & History: Board of Museums and History Deaccession Policy**

### Overview

NRS 381.002 establishes the Board of Museums and History and sets forth duties and responsibilities for the Board.

NRS 381.008 *Sale of Duplicates, surplus and inappropriate items; use of proceeds* outlines the Board's role in the sale and financial management of deaccessioned collection materials.

### Policy

Deaccessioning is defined as the process of removing permanently from the collection objects that previously have been accessioned. The deaccessioned artifacts or specimens must be thoroughly documented along with the reasons for their deaccession and the processes involved.

This policy does not apply to materials covered by NAGPRA.

The Deaccession Process includes the following steps:

1. The Curator recommending the deaccession must create an information packet that includes:
  - a. A detailed description of the object(s) under consideration;
  - b. Catalog record(s);
  - c. Copies of Deed(s) of Gift;
  - d. Photographs of object(s);
  - e. Justification for deaccession;
  - f. A list of potential institutions that might rehome the object. If applicable, include the details of any proposed exchanges.
2. The Director creates a deaccession memo for the Administrator, who in turn presents it, along with the packet, to the Board at least one month prior to a scheduled board meeting.
3. Once placed on the public agenda as an action item, the Board will discuss and decide on the next step.
4. The Administrator shares the Board's decision with Museum Director.
  - a. If approved, the relevant Director and Curator moves forward with the Disposition process.
  - b. If denied, the object is maintained in the collection.
  - c. If the relevant Director and Curator disagrees with the decision, they must address the reasons for denial and re-present a request for deaccession of the object at a later date.

5. Once the deaccession of an object is approved, the Disposition Process of collection material generally follows the following steps:

A. Where applicable, the relevant Curator must first offer the material to the original donor.

B. If uncontactable for any reason, or if the donor refuses to return, offer the material to a related public institution as appropriate.

C. If a suitable repository is not found, and there is no condition or restriction placed on the gift, the Director may sell duplicates, surplus and items inappropriate to the collection with Board approval. The proceeds of the sale must be held in trust and may be held in trust and used only to enrich the collections of the Division. (NRS 381.008)

D. Pursuant to NRS 381.009, any unclaimed property must be held for three years before becoming property of the Division. The Administrator can then take out an ad once a week for two weeks listing the property name and last known address of the property owner, a description of the property and a statement that if proof of claim is not made in 60 days after the date of the last ad, the property is considered abandoned.

#### Annual Review

The Board of Museums and History shall review this policy annually.

## 1.1 Museum Overview

### 1.1.1 Board of Museums & History

The Board of Museums and History is established under [NRS 381.002](#) and supports the activities of the Division of Museums and History. The board shall develop, review and make policy for investments, budgets, expenditures and general control of the Divisions' private and endowed trust funds. [The Board shall review the Nevada State Museum Collections Management Policies and Procedures annually and make necessary recommendations for revisions based on prior year collections management by all Nevada State Museums.](#)

The Board also has a decision-making role in some aspects of the Museum's collection management, [under NRS 381.0063](#) which is noted accordingly in this document.

## 5 LOAN POLICIES & PROCEDURES

### 5.1 Outgoing Loan Policy

[Under NRS 381.0063 the Board of Museums and History has the "sole discretion" regarding loaning museum artifacts to "locations in or outside of the State.](#)

The Museum frequently receives loan requests from other institutions. In general, the Museum will not lend artifacts or specimens to individuals, business or commercial enterprises, staff members, trustees, or members of the news media. Exceptions can be made with the approval of the Director or appropriate Curator, [and reported to the Board of Museums and History for review at the next available meeting of the Board.](#) Additionally, the Museum reserves the right to refuse any loan that is not deemed appropriate or if there is a concern that there will not be accepted professional standards of care. [Questions regarding legitimacy of loan requests may, if necessary, be brought to the Board for review prior to issuing a statement of approval or denial to the entity submitting the request.](#)

Considerations for outgoing loan approval include, but are not limited to:

- Approval of the Museum Director, [Administrator and the Board of Museums and History./or Board \(as necessary\);](#)
- The condition of the object requested and the possibilities for damage;
- The scholarly or educational value of the request;
- The facility report and professional capabilities of the borrowing institution that will handle, house and care for the outgoing loan;
- Adequate insurance coverage from borrowing institution.

The following conditions must be met by the borrowing institution:

1. All loans must have an end date, i.e. there are no indefinite loans. Renewal periods can be based on need and relationship with the borrowing institution.
2. Borrowers must provide proof of insurance for the full amount specified by the Museum.
3. Borrowers must arrange and pay for shipping in both directions. Materials must be returned in similar or superior packaging to that in which they were received.
4. Borrowed artifacts and specimens placed on exhibition at the borrowing institution must be placed in a secure area to ensure preservation of individual items as specified by the Museum.

5. No artifact or specimen may be altered in any way without written consent of the Director.
6. No adhesive, tape, pins, nails, or other attachments may be used for mounting.
7. The Museum may require that a staff member accompany the loan and that unpacking, mounting, dismounting and repacking be done under the supervision of a staff member at the borrower's expense.
8. Proper credit must be given to the Museum in any exhibition or publication featuring loaned materials.

## Natural History Outgoing Loans

Outgoing loans of natural history specimens will be made to qualified researchers at the discretion of the Curator of Natural History. Loaned material may be sampled and/or otherwise manipulated with the permission of the Curator of Natural History and documented in PastPerfect.

### 5.2 Outgoing Loan Procedures

1. The appropriate Curator presents any outgoing loan requests during the weekly Collections Meeting, and includes all requests and final decisions as part of the regular quarterly report to the Board. Director approval is required for all outgoing loans.
2. All items must be cataloged before they are loaned, this includes:
  - a. Current detailed condition report
  - b. Current photographs
  - c. Provenance
  - d. Museum location
  - e. Labeling
3. Curator determines the general fair market value of material by comparing to similar items listed for auction and other required research. Note, this is not an appraisal, but an estimate of the amount required to replace an object.
4. The Registrar creates a loan record in PastPerfect and attaches individual catalog records for each item included in the loan. The numbering format for Outgoing Loans is - VM-OUT-YYYY-PP (VM-outgoing loan-year-sequential number assigned by PastPerfect; e.g., VM-OUT-2020-054)
5. Registrar requests proof of insurance (copy of the policy, policy number & contact information)
6. Borrowing institution agrees to and signs a loan agreement. Any provisions/conditions separate from the normal conditions listed above will be outlined in the agreement.
7. Registrar informs Risk Management by submitting loan paperwork, condition reports, and photographs.
8. All documentation and correspondence is stored in the Museum's permanent paper record and on the Curator drive and referenced in PastPerfect.
9. Once a month, the Registrar will generate a report in PastPerfect to list all outgoing loans and renew/request their return accordingly.
10. Upon return of the loan risk management will be informed with the signed agreement sent to Risk Management as proof and the state of the returned object (broken, fine, etc.)

#### 5.2.1 Procedure for Receiving a Returned Outgoing Loan

1. The Registrar carefully unpacks the material taking photographs of the exterior of the packaging and noting any damage.
2. The Registrar completes a condition report for every item and updates catalog record to denote returned.

3. The Registrar completes the paperwork that comes with the returned loan,
4. The Registrar notifies Risk Management and all parties concerned that the loan has been returned in full and unharmed.
5. All documentation and correspondence is stored in the Museum's permanent paper record and on the Curator drive

### 5.3 Incoming Loan Policy

Museum Curators may request to borrow items from other institutions, organizations, or individual lenders for the purpose of exhibition or research. The Museum will provide the same professional care for objects in temporary custody that it does for its own collections but will assume no additional responsibilities or liabilities. This includes the cataloging of all loaned materials. All incoming loans shall be reported to the Board for review as part of the regular quarterly report.

Along with the requirements of the lending institution, the following conditions must be met:

- The Museum has the financial resources to cover transportation costs, any required appraisals, and additional costs associated with loan
- The Museum can ensure the security and proper care of the material;
- The Museum acknowledges the lender according to the lender's wishes.

### 5.4 Incoming Loan Procedures

1. The appropriate Curator presents any incoming loan requests during Collections Meetings. Director approval is required for all loans.
2. The Registrar prepares and fills out the incoming loan paperwork, including paperwork from the lending institution.
3. The Registrar creates an incoming loan record in PastPerfect. The numbering format for Individual Loans is - VM-INC-YYYY-XY (Vegas Museum-incoming loan-year-perpetual sequential number; e.g., VM-INC-2020-075)
4. Upon receipt of material, curators conduct appropriate pest management procedures, including quarantine.
5. Registrar documents with photographs and in writing, the unpacking of the material.
6. The Registrar sends a Loan Agreement to the lending institution or private lender. The object is not covered until the agreement is signed by both parties.
7. The Registrar informs Risk Management and sends the incoming loan agreement signed by both lender and designated Museum team member and photographs of the loaned object(s). A hard copy of the email is kept for proof of insurance.
8. In PastPerfect, the Registrar catalogs every item, including a condition report and photographs.
9. In PastPerfect, the Registrar attaches each loaned item to the appropriate exhibit (if applicable);
10. All documentation and correspondence is stored in the Museum's permanent paper record and on the Curator drive.
11. Once a month, the Registrar will generate a report in PP to list all incoming loans and renew/return accordingly.

### 5.5 Procedure for Returning Loans

1. The Registrar completes a condition report for every item and updates catalog record;
2. The material is removed from PastPerfect exhibit;
3. Referring to unpacking documentation, Registrar repacks material and photographs the process;
4. Registrar arranges for the return of material and generates a return receipt, which must be signed by lender
5. Once material is returned and signed documents received, the Registrar notifies Risk Management and all parties concerned
6. All documentation and correspondence is stored in the Museum's permanent paper record and on the Curator drive.
7. The museum Director will present to the Board a report that the items that were loaned have been returned and all parts of the agreement have been fulfilled.

## Board of Museums & History Membership Policy

---

<b>Overview</b>	Authority is granted in NRS 381.0045 for the Board of Museums and History to establish categories of and fees for membership in museums in the State of Nevada Division of Museums and History.
-----------------	---

---

<b>Categories of Membership</b>	<p>The following categories of and fees for membership exist in museums of the Division of Museums and History:</p> <ul style="list-style-type: none"><li>– Individual \$35.00</li><li>– Senior \$20.00</li><li>– Student \$20.00</li><li>– Family \$60.00 per household</li><li>– Sustaining \$100.00</li><li>– Contributing \$250.00</li><li>– Patron \$500.00</li><li>– Benefactor \$1,000.00</li></ul>
---------------------------------	--

---

<b>Membership Benefits</b>	<ul style="list-style-type: none"><li>• Free admission to all museums within the Division of Museums and History.</li><li>• 15% discount on purchases at all museum stores within the Division of Museums and History.</li><li>• <i>Nevada Historical Society Quarterly</i></li></ul>
----------------------------	---

Note: Senior and Student membership categories do not include a subscription to the *Nevada Historical Society Quarterly*.

---

<b>Nevada State Railroad Museum- Carson City &amp; Boulder City</b>	<p>The Nevada State Railroad Museum, Carson City, has a membership program through the museum's support organization the <i>Friends of the Nevada State Railroad Museum</i> (FNSRM). The Friends of the Nevada State Railroad Museum are incorporated as a 501(c)3 non-profit organization established for the specific and primary purpose to establish a perpetual trust fund to assist in the support of the Nevada State Railroad Museum.</p> <p>Membership in the <i>FNSRM</i> is a requirement to volunteer at the Nevada State Railroad Museum. Categories of membership and fees for membership are consistent with those of other museums in the Division of Museums and History.</p>
---	--

---

<b>Review</b>	Membership categories, benefits and fees shall be reviewed by the Board annually, at the Board meeting prior to the close of the State Fiscal Year.
---------------	---





## Board of Museums & History Membership Policy

### Overview

Authority is granted in NRS 381.0045 for the Board of Museums and History to establish categories of<sub>2</sub> and fees for<sub>2</sub> membership in museums in the State of Nevada Division of Museums and History.

### Categories of Membership

The following categories of<sub>2</sub> and fees for<sub>2</sub> systemwide membership exist in the museums of the Division of Museums and History:

- Individual ~~\$35~~45.00
- ~~Senior \$20.00~~
- ~~Student \$20.00~~
- Family ~~\$60~~75.00 per household
- Sustaining ~~\$100.00~~\$250.00
- ~~Contributing \$250.00~~
- ~~Patron \$500.00~~
- ~~Benefactor \$1,000.00~~
- Honorary Life (Bestowed at the discretion of and by action of the Board of Museums & History to past Department Directors and others who have provided service of distinction to Nevada State museums, including former members of the Board of Museums and History)

-Additionally, all active full and part-time employees of the Department of Tourism and Cultural Affairs shall be deemed as individual members ~~(without the benefit of receiving the Nevada Historical Society Quarterly publication)~~ of the Division and its member museums with all benefits as due that class of membership.

### Membership Benefits

- Free admission to all museums within the Division of Museums and History, exclusive of train rides which are offered at 50% discount to members.
- 15% discount on purchases at all museum stores within the Division of Museums and History.
- ~~Nevada Historical Society Quarterly~~
- Access to the Las Vegas Springs Preserve
- Sustaining members shall have benefits as family members with special invitations to VIP and Behind the Scenes events.
- Other benefits as created by the museum subcommittee and approved by the Board of Museums and History

~~Note: Senior, student and Honorary Life membership categories do not include a subscription to the Nevada Historical Society Quarterly or similar interest specific publications as a benefit of membership.~~

Also, members of the Las Vegas Springs Preserve are provided reciprocal

benefits to Nevada State museums; that is, they receive free admission and 50% discount of train ride fares as well as museum store discounts. A valid Las Vegas Springs Preserve membership card must be presented to secure these benefits.

**Nevada State  
Railroad  
Museum-  
Carson City &  
Boulder City**

The Nevada State Railroad Museum, Carson City, has a membership program through the museum's support organization the *Friends of the Nevada State Railroad Museum* (FNSRM). The Friends of the Nevada State Railroad Museum are incorporated as a 501(c)3 non-profit organization established for the specific and primary purpose to establish a perpetual trust fund to assist in the support of the Nevada State Railroad Museum. Categories of membership and fees for membership ~~are~~ must be consistent ~~and equal to with~~ those of other museums in the Division of Museums and History.

The Nevada State Railroad Museum, Boulder City, also has a membership program through a support organization, *Friends of the Nevada Southern Railway*. This organization is organized and chartered as a 501(c)3 non-profit along the same lines as the Carson City *Friends* group. Categories and cost of membership ~~are~~ must be consistent ~~with and equal to~~ those of other museums in the Division of Museums and History.

~~Both Friends organizations have opted out of providing the Nevada Historical Society Quarterly as a membership benefit and thus these two Friends organizations do not pay an assessment for the journal. In lieu of the Nevada Historical Society Quarterly, both of these organizations provide a subject-matter specific journal as a membership benefit.~~

**Review**

~~The Membership membership categories, benefits and fees policy shall be reviewed by the membership subcommittee and approved by the Board annually, at the Board meeting prior to the close of the State Fiscal Year.~~



**Nevada Department of Tourism and Cultural Affairs**  
**DIVISION OF MUSEUMS AND HISTORY**  
**Nevada State Railroad Museum, Boulder City**

**601 Yucca Street**

**Boulder City, NV 89005**

**(702) 486-5952 Fax (702) 486-5901**

**Joe Lombardo**  
**Governor**

**Myron Freedman**  
**Administrator**

**Brenda Scolari**  
**Deputy Director**

**Christopher**  
**MacMahon, Ph.D.**  
**Museum Director**

**EQUIPMENT EXHIBITION AGREEMENT**

In consideration of provisions contained herein, the State of Nevada, Department of Tourism & Cultural Affairs, Division of Museums and History, Nevada State Railroad Museum, Boulder City, hereinafter called STATE, does hereby grant this Permit for Exhibition of Nevada State Railroad Museum collections to the **Friends of the Nevada Southern Railway** hereinafter referred to as PERMITTEE doing business at **601 Yucca Street, Boulder City, NV 89005**. This permit authorizes the use of **Excursion Train** at the Nevada State Railroad Museum, 601 Yucca Street, Boulder City, Nevada, subject to conditions and provisions contained herein, for the purpose of **Boulder City Bunny Express Fundraiser**.

**1. TERM OF PERMIT**

**1.1** This permit shall be in effect from **5:00pm to 10:00pm** on the **March 25 and 26; April 1, 2, 6, and 7 of 2023** and shall include no more than **250** attendees per train.

**2. OBLIGATIONS AND RESPONSIBILITIES OF PERMITTEE**

**Damages**

The PERMITTEE will be directly responsible for damages to STATE property, facilities and/or equipment attributed to the PERMITTEE's personnel and/or attendees, equipment and/or activities. PERMITTEE agrees to pay for such damages upon demand by the STATE.

**Insurance**

PERMITTEE shall at all times during the terms of this permit, have and in force liability insurance, including comprehensive general liability with personal injury, contractual and broad form property damage liability endorsement. Said coverage will be sufficient to cover all liabilities which might arise out of the use of the facilities and/or liabilities incurred by STATE or PERMITTEE personnel and/or attendees. Said insurance shall be underwritten by insurers satisfactory to STATE and provide the following minimum limits of coverage: ONE MILLION DOLLARS (\$1,000,000.00) Combined Single Limit.

**2.2.1 Required Language:** Said policy shall contain the following language: "The State of Nevada, Department of Tourism & Cultural Affairs, Division of Museums and History, Nevada State Railroad Museum, Boulder City, it's officers, board members, employees, agents, and volunteers, shall be additional insured under the terms of the insurance required."

**2.2.2 Certificate of Insurance:** A signed complete Certificate of Insurance, with all the endorsements required herein, shall be filed with the State of Nevada, Department of Tourism & Cultural Affairs, Nevada State Railroad Museum, within 72 hours prior to the date of the event. Said insurance policy will not be canceled or materially altered without prior written notice to STATE.

**2.2.3 Liabilities for Payment of Insurance Premiums:** The State of Nevada is not liable for the payment of any premiums, deductibles or assessments on any insurance policies required of PERMITTEE by STATE or by any policies purchased by PERMITTEE.

**2.2.4 Waiver of Claims:** PERMITTEE thereby waives all claims and recourse against STATE, its officers, board members, employees, agents, and volunteers, including the right to contribution for loss or damage to persons or property arising from, growing out of or in way connected with or incident to this Permit except claims arising from concurrent or sole negligence of STATE, its officers, board members, employees, agents, and volunteer.

## **2.3. Indemnification**

The PERMITTEE shall indemnify STATE, its nominees, board members, employees, agents, and volunteers and hold them free and harmless against any and all claims, liabilities, damage and expenses (including legal fees), relating to and arising out of PERMITTEE's use of the premises.

## **2.4 PERMITTEE's Use of Premises**

**2.4.1. Compliance with State Laws and Regulations:** PERMITTEE, his employees and/or attendees, and his contract personnel shall at all times comply with all STATE laws and regulations.

**2.4.2 Sanitation:** PERMITTEE will maintain and operate the premises in a clean, safe, wholesome and sanitary condition, free of trash, garbage, or obstructions and shall collect and remove all garbage and debris resulting from PERMITTEE's use of the premises.

**2.4.3 Parking:** PERMITTEE will not obstruct any STATE parking lots, drive ways, or streets without prior written approval.

**2.4.4 Smoking:** The Nevada State Railroad Museum buildings are NO Smoking facilities. PERMITTEE is responsible to ensure there is NO Smoking within the facilities.

**2.4.5 Alcoholic Beverages:** Alcohol may be served if the following conditions are met:

**2.4.5.1** Alcohol may be served with proof of a Liquor Permit, which can be obtained through the City of Boulder City, 401 California Avenue, Boulder City, Nevada.

**2.4.6 Equipment:** Tables, chairs, and some audio-visual equipment may be available based on the following conditions:

**2.4.6.1** PERMITTEE is responsible for setup of tables, chairs, any audiovisual equipment used.

**2.4.6.2** Additional use fees may apply.

## **2.5 FEES FOR USE OF PREMISES.**

**2.5.1** PERMITTEE shall pay the STATE the sum of: **\$10.00 per rider** for the use of the facilities as outlined in this Agreement located at the Nevada State Railroad Museum, 601 Yucca Street, Boulder City, Nevada. Monies will be due and payable by **4:00pm** on **May 1, 2023**; checks to be made payable to the Nevada State Railroad Museum. Checks may be delivered in person or mailed to the Nevada State Railroad Museum, 600 Yucca Street, Boulder City, NV 89005. A \$25 returned check fee will be charged for any returned checks.

**2.5.2 Cancellation of Facility Use:** PERMITTEE is responsible for submitting cancellation in writing 7 days prior to use of the facility for a 100% refund, 2 days prior to use of the facility for a 50% refund. Any cancellations received less the 2 days prior to use of the facility will forfeit all fees paid. Written cancellations may be delivered in person, via U.S. Mail or by Fax to (702) 486-5901 A cancellation receipt signed by administration staff of the Nevada State Railroad Museum must accompany any request for refund. The Nevada State Railroad Museum will refund 100% of facility use fees to PERMITTEE in the event use must be cancelled through no fault of PERMITTEE.

## **3. STATE RIGHT OF INGRESS AND EGRESS**

STATE reserves the right of ingress and egress to inspect, investigate and survey said premises as deemed necessary by the STATE, and the right to do any or all work of any nature necessary for preservation, maintenance, and operation of the state operated facility.

#### 4. ASSIGNMENTS

No transfer or assignment if any rights of PERMITTEE under this Permit may be made, without the express written approval of STATE.

#### 5. CHOICE OF LAW

Any and all disputes arising under this Permit shall be resolved in accordance with the provision of Nevada Law.

#### 6. MODIFICATION OF PERMIT

The parties hereto may, by mutual written agreement, modify or amend this agreement.

#### 7. PERMIT UNDERSTANDING

7.1. This signed Permit embodies the entire understanding and agreement between the parties.

7.2. Failure of the PERMITTEE to comply with the terms of this Facility Use Permit may prejudice the State in granting future permits.

#### 8. REQUIRED SIGNATURES

This agreement shall not be considered binding until all approving signatures have been obtained.

APPROVED:

By: \_\_\_\_\_  
Nevada State Railroad Museum

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Date \_\_\_\_\_

Date \_\_\_\_\_

**NEVADA STATE RAILROAD MUSEUMS**  
**BOARD APPROVED TRAIN RIDE AND RELATED FEES**  
**March 2023**

Rate Category	NSRM-CC: 2019	BOARD APPROVED SFY 2020	NSRM-BC: 2019	BOARD APPROVED SFY 2022	SFY 2023 Museum requested	Revenue
<b>Museum Admission</b>						
Adult	\$6.00	\$8.00	N/A	N/A		GF
Children (under 18) (NRS 381.0045(2))	No Charge	No Charge	N/A	N/A		GF
Adult: Special Event: museum admission & unlimited train rides/members	\$15.00/\$9.00	\$15.00	N/A	N/A		GF
Child 6 -17: Special Event: museum admission (free) & unlimited train rides	\$9.00	\$10.00	N/A	N/A		GF
Child 5 and under: Special Event: museum admission (free) & unlimited train rides	\$5.00	\$5.00	N/A	N/A		GF
<b>Steam Train</b>						
Adult (age 12 and older)	\$8.00	\$8.00	N/A	N/A		GF
Children (4-11)	\$4.00	\$4.00	N/A	N/A		GF
Children (3 and younger)	No Charge	No Charge	N/A	N/A		GF
Steam Train 2-hour rental when open	\$1,800.00	\$2,000.00	N/A	N/A		TF
Steam Train 2-hour rental when closed	\$3,000.00	\$3,000.00	N/A	N/A		TF
Iron Horse Rail Camp (service fee)	N/A	N/A	N/A	N/A	\$1,000.00	TF
<b>Edwards Motor Car</b>						
Adult (age 12 and older)	\$4.00	\$6.00	N/A	N/A		GF
Children (4-11)	\$2.00	\$3.00	N/A	N/A		GF
Children (3 and younger)	No Charge	No Charge	N/A	N/A		GF
School Groups (Adult Chaperones)	\$2.00	\$3.00	N/A	N/A		GF
School Groups (Students)	\$1.00	\$2.00	N/A	N/A	\$3.00	GF
Edwards motor car 2-hr rental when open (excludes McKeen car)	\$300.00	\$500.00	N/A	N/A		TF
Edwards motor car 2-hr rental when closed (excludes McKeen car)	\$400.00	\$800.00	N/A	N/A		TF
<b>McKeen Motor Car</b>						
Adult (age 12 and older)	\$8.00	\$8.00	N/A	N/A		GF
Children (4-11)	\$4.00	\$4.00	N/A	N/A		GF
Children (3 and younger)	No Charge	No Charge	N/A	N/A		GF
McKeen motor car 2-hr rental	\$1,800.00	\$2,000.00	N/A	N/A		TF
<b>Hand Car (off-site for up to 4 hours)</b>						
For-profit	\$75.00	\$250.00	N/A	N/A		TF
Non-profit	\$45.00	\$150.00	N/A	N/A		TF
			<b>Nevada Southern Railway</b>			
Adults (age 12 and older)	N/A	N/A	\$10.00	\$10.00		GF
Children (4-11)	N/A	N/A	\$5.00	\$5.00		GF
Children (3 and younger)	N/A	N/A	No Charge	No Charge		GF
Military (Blue Star Program)	N/A	N/A	No Charge	No Charge		GF
School Field Trips (Mon-Fri) (minimum 30, per person rate, includes adult chaperones)	N/A	N/A	\$5.00 student & teacher/adult	\$5.00 student & teacher/adult		GF
Groups (minimum of 12 to qualify for this rate)	N/A	N/A	\$7.00	\$7.00		GF
Promotional coupon, "\$1.00 off Adult fare" (results in \$9.00 Adult fare)	N/A	N/A	N/A	\$9.00		GF
"Engineer for an Hour" (CC-steam only program - 2 hours min)	\$500.00	\$500.00	\$250.00	\$250.00	\$400	TF
<b>Caboose Rides (BC)</b>	N/A	N/A			\$20	TF
Locomotive Cab Rides	\$25.00	\$25.00	\$35.00	\$35.00		TF
Dining Car Rental (2 runs in regular train, includes 48 tickets)	N/A	N/A	\$500.00	\$500.00		TF
Wedding Train (1 trip includes site rental for 4 hours)	N/A		\$1,000.00	\$1,000.00	\$2,000	TF
Charter Train (2 hours, 2 runs, includes dining car in train)	N/A	N/A	\$500.00	\$500.00	\$750	TF
Charter Train - Community Events (2 hours, 1 run, includes dining car in train - for Service Clubs, Chamber of Commerce, Art Commission)	N/A	N/A	\$250.00	\$250.00	\$500	TF
Railbike: per person fee for use of railroad				\$6		GF
<b>Special Events</b>						
FNSRY Bunny Express (Per Passenger fee)	N/A	N/A	N/A	N/A	\$10.00	GF
FNSRY Train of Terror (Per Passenger fee)					\$8.00	GF
FNSRY Santa Express (Per Passenger fee)			\$6.00	\$8.00	\$8.00	GF
Music Train					\$10.00	GF
Santa Train - December	\$5.00 per seat	\$5.00 per seat	\$10.00 per seat	\$10.00 per seat		GF
Santa Train FNSRM Fundraiser (3rd weekend of December) (Per Passenger fee)	N/A	N/A	\$6.00 per seat	\$8.00 per seat	\$5.00	GF
Eggstravaganza FNSRM Fundraiser (Per Passenger Fee)					\$10.00	GF
StoryTime Train					\$10.00	GF

*Rates effective December 2022*

**STATE OF NEVADA**  
**DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS**  
**DIVISION OF MUSEUMS & HISTORY DEDICATED TRUST FUND**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES (CASH BASIS)**  
**FOR SFY 2023 JULY 01, 2022 THRU DECEMBER 31, 2022**

	5033	5034	5035	5036	5037	5038	5039	All
	MUSEUMS & HISTORY BOARD	MUSEUM ADMINISTRATOR'S OFFICE	NEVADA HISTORICAL SOCIETY	NEVADA STATE MUSEUM	NEVADA STATE RAILROAD MUSEUMS	LOST CITY MUSEUM	NEVADA STATE MUSEUM LAS VEGAS	AS OF December 31, 2022
<b>REVENUES:</b>								
Funds Balanced Frwd frm SFY 22 Restricted	0.00	0.00	1,720,016.00	217,683.00	753,833.00	3,875.00	135,779.00	2,831,186.00
Funds Balanced Frwd frm SFY 22 Unrestricted	26,177.00	0.00	307,089.00	387,412.00	132,375.00	82,301.00	26,107.00	961,461.00
Funds Balanced Frwd to SFY 24 Restricted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Funds Balanced Frwd to SFY 24 Unrestricted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BLM Cooperative Agreement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Conference Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Facilities Charges	0.00	0.00	0.00	1,670.00	1,400.00	0.00	0.00	3,070.00
Special Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Volunteer Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Charges for Services - Anthro	0.00	0.00	0.00	2,467.00	0.00	0.00	0.00	2,467.00
Charges for Svcs - Coin Press	0.00	0.00	0.00	6,924.00	0.00	0.00	0.00	6,924.00
Membership	0.00	0.00	10,380.00	12,121.00	0.00	2,690.00	1,000.00	26,191.00
Photo Sales	0.00	0.00	460.00	598.00	0.00	0.00	0.00	1,058.00
Printing Sales	0.00	0.00	157.00	0.00	0.00	0.00	20,588.00	20,745.00
Merchandise Sales	0.00	0.00	4,645.00	86,639.00	110,745.00	41,222.00	0.00	243,251.00
Books and Pamphlets Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Publication Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gifts and Donations	0.00	0.00	350.00	3,919.00	909.00	17,235.00	342.00	22,755.00
Private Grant	0.00	0.00	2,992.00	11,683.00	45,000.00	733.00	966.00	61,374.00
Friends of the Railroad	0.00	0.00	0.00	0.00	114,373.00	0.00	479.00	114,852.00
Treasurer's Interest	131.31	30.35	5,743.00	1,771.00	2,633.00	261.00	0.00	10,569.66
Prior Year Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Receipt from Outside Bank Account	28,194.00	17,801.00	0.00	10,868.00	1,368.00	1,243.00	0.00	59,474.00
Transfer From Dedicated Trust Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Revenues (CASH)</b>	<b>\$54,502.31</b>	<b>\$17,831.35</b>	<b>\$2,051,832.00</b>	<b>\$743,755.00</b>	<b>\$1,162,636.00</b>	<b>\$149,560.00</b>	<b>\$185,261.00</b>	<b>\$4,365,377.66</b>

The following SFY23 Balance Forwards vary from previously submitted annual reporting of SFY22 due to rounding.  
\$1 has been added to unrestricted balance forward amounts.

<b>EXPENDITURES:</b>								
Administration	4,220.00	5,101.00	1,854.00	3,622.00	2,337.00	2,361.00	2,719.00	22,214.00
Professional Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Docent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NHS Quarterly	0.00	0.00	13,997.00	0.00	0.00	0.00	0.00	13,997.00



**STATE OF NEVADA**  
**DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS**  
**DIVISION OF MUSEUMS & HISTORY DEDICATED TRUST FUND**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES (CASH BASIS)**

**FOR SFY 2023 JULY 01, 2022 THRU DECEMBER 31, 2022**

	5033	5034	5035	5036	5037	5038	5039	All
	MUSEUMS & HISTORY BOARD	MUSEUM ADMINISTRATOR'S OFFICE	NEVADA HISTORICAL SOCIETY	NEVADA STATE MUSEUM	NEVADA STATE RAILROAD MUSEUMS	LOST CITY MUSEUM	NEVADA STATE MUSEUM LAS VEGAS	AS OF December 31, 2022
Museum Store	0.00	0.00	472.00	58,581.00	49,101.00	43,595.00	8,855.00	160,604.00
Photo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Collection Storage Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BLM Fed Cooperative Agreement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Anthropology	0.00	0.00	0.00	571.00	0.00	0.00	0.00	571.00
Archeology	0.00	0.00	0.00	0.00	0.00	407.00	0.00	407.00
Natural History	0.00	0.00	0.00	250.00	0.00	0.00	0.00	250.00
Education	0.00	0.00	0.00	4,602.00	0.00	0.00	0.00	4,602.00
Buildings and Grounds	0.00	0.00	0.00	0.00	0.00	116.00	0.00	116.00
Exhibits/Collections	0.00	0.00	0.00	5,461.00	146.00	0.00	0.00	5,607.00
History	0.00	0.00	0.00	2,012.00	0.00	0.00	0.00	2,012.00
Docent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coin Press - Designated	0.00	0.00	0.00	100.00	0.00	0.00	0.00	100.00
Coin Show - Designated	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Board Special Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
East Ely Museum Total	0.00	0.00	0.00	0.00	4,375.00	0.00	0.00	4,375.00
Boulder City Museum Total	0.00	0.00	0.00	0.00	9,736.00	0.00	0.00	9,736.00
Special Events	0.00	0.00	0.00	0.00	0.00	426.00	0.00	426.00
Special Projects	0.00	0.00	19,766.00	0.00	1,863.00	0.00	3,003.00	24,632.00
Restricted Projects	0.00	0.00	0.00	33,507.00	10,339.00	0.00	0.00	43,846.00
Transfer Funds to Outside Bank	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>\$4,220.00</b>	<b>\$5,101.00</b>	<b>\$36,089.00</b>	<b>\$108,706.00</b>	<b>\$77,897.00</b>	<b>\$46,905.00</b>	<b>\$14,577.00</b>	<b>\$293,495.00</b>
<b>DIFFERENCE</b>	<b>50,282.31</b>	<b>12,730.35</b>	<b>2,015,743.00</b>	<b>635,049.00</b>	<b>1,084,739.00</b>	<b>102,655.00</b>	<b>170,684.00</b>	<b>4,071,882.66</b>
<b>INVESTMENT ACCOUNTS</b>								
Morgan Stanley - 171-044095	0.00	0.00	2,409.73	4,536.92	28,898.12	16,157.31	1,139.90	53,141.98
Morgan Stanley - 171-101259 *	0.00	0.00	235,980.07	120,705.76	147,186.88	420,725.32	53,474.42	978,072.45
<b>Total Investment Accounts (VALUE) As Of 12/31/22</b>	<b>0.00</b>	<b>0.00</b>	<b>238,389.80</b>	<b>125,242.68</b>	<b>176,085.00</b>	<b>436,882.63</b>	<b>54,614.32</b>	<b>1,031,214.43</b>

**\* This account has restricted endowment of \$215,505.30 from Bretzoff**

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
FOR LESS THAN \$50,000**

A Contract Between the State of Nevada  
Acting by and Through its

Agency Name:	<b>Division of Museums and History</b>
Address:	412 East Musser Street
City, State, Zip Code:	Carson City, NV 89701
Contact:	Daphne O. DeLeon, Administrative Services Officer
Phone:	775-687-7340 ext. 302
Fax:	775-687-4333
Email:	dadeleon@nevadaculture.org

Contractor Name:	<b>WEB 2 MARKET</b>
Address:	9600 Escarpment Blvd., Suite 745-111
City, State, Zip Code:	Austin, TX 78749
Contact:	Brian Hosker
Phone:	708-653-3100 x 203
Fax:	
Email:	bhosker@web2market.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 7, Contract Termination*. Contracts requiring approval of the Nevada Board of Examiners or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

Effective from:	<b>Upon Approval</b>	To:	<b>June 30, 2023</b>
-----------------	----------------------	-----	----------------------

2. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

3. **SCOPE OF WORK.** The Scope of Work is described below, which is incorporated herein by reference:

**DESCRIPTION OF SCOPE OF WORK:**

The Nevada Division of Museums and History is seeking to create an online store (WordPress) by. It is the goal of the online store to generate additional revenue to support programming at the Division's 7 museums.

Nevada State Museum Carson City  
 Nevada State Museum Las Vegas  
 Nevada Historical Society (Reno, NV)  
 Lost City Museum (Overton, NV)  
 Nevada State Railroad Museums  
     Carson City, NV  
     Boulder City, NV  
     East Ely, NV

**Requirements:**

**Usability/Appearance:**

1. Easy to navigate, select and purchase items
2. Consistent look with the Nevada Division of Museums and History website (<https://nvmuseums.org/>)

**Functionality:**

3. Visitors are able to search by category and museum
4. Access to 100-110 items (picture and description)
5. Ability to purchase a membership
6. Ability to get a membership discount on store items excluding membership renewals.
7. Ability to donate to a specific museum
8. Limited time for customer to hold unpaid items in shopping bag
9. Automatic email confirmation with list of items purchased and total charged to credit card
10. Ability for museum staff to replace online items within 24 hours of photo and description submitted
11. Monthly hosting
12. Integration with payment gateway vendor (CyberSource)
13. Integration with Big Hairy Dog integration partner – Retail Dimensions

**Cost:**

1. Submit one time development cost (February 2023 – June 30, 2023)
2. Submit ongoing monthly costs /hosting

**Schedule: Project Period (February 1, 2023 – September 30, 2023)**

1. Website Development – February 1, 2023 – June 1, 2023
  - a. Periodic meetings and communication with project lead or designee during project period.

- |  |
|--|
| b. Mid-April 2023 demo of completed site at virtual Board of Museums and History meeting for final approval.<br>c. Incorporate BMH feedback into final website<br>d. Website live by June 1, 2023<br>2. Website Hosting – May July 1, 2023 – September 30, 2023. |
|--|

An Attachment must be limited to the Scope of Work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachment.. This Contract incorporates the following attachment.

ATTACHMENT AA:	CONTRACTOR'S PROPOSAL
----------------	-----------------------

5. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$	per	
Total Contract or installments payable at:		
\$6,387.50 due upon approval and receipt of invoice \$6,387.50 due upon project completion and receipt of invoice		
Total Contract Not to Exceed:		
\$12,775		

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated Attachments (if any). Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

6. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
7. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.
8. **CONTRACT TERMINATION.**
- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 2, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State

Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

C. **Termination with Cause for Breach.** A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under *Subsection 7D*. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. **Time to Correct.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 2, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under *Subsection 7C*, above, shall run concurrently, unless the notice expressly states otherwise.

9. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
10. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
11. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this Contract, or any alleged negligent or willful acts or omissions of

Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

12. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

13. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to Contractor's automobile and general liability policies, the State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.

A. Workers' Compensation and Employer's Liability Insurance.

- 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.

B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- |  |             |
|--|-------------|
| 1) General Aggregate                         | \$2,000,000 |
| 2) Products – Completed Operations Aggregate | \$1,000,000 |
| 3) Personal and Advertising Injury           | \$1,000,000 |
| 4) Each Occurrence                           | \$1,000,000 |

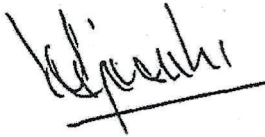
*Mail all required insurance documents to the Contracting Agency identified on page one of the Contract.*

14. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
15. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
16. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
17. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.
18. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

19. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
  
20. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
  
21. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its Scope of Work constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the "not to exceed" value *Section 4, Consideration* equals or exceeds \$50,000. This Contract, and any amendments, may be executed in counterparts.

Funding Source

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

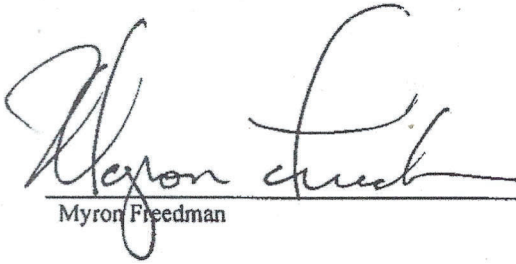


Ajeesh Kumar

Date

Chief Executive Officer

Web 2 Market



Myron Freedman

Date

Nevada Division of Museums and History, Administrator

State of Nevada

Robert Stoldal

Date

Nevada Board of Museums & History, Chair

State of Nevada

Approved as to form by:



Nevada Deputy Attorney General for Attorney General

On:

02/16/23

Date



2/13/2023

# WEB2MARKET, INC.

SELL MORE, MANAGE BETTER

Web 2 Market

NVMU02132023

Site Proposal for:

Nevada Division of Museums and History

Proposal by Brian Hosker

## Contents

<b>NVMU02132023.....</b>	<b>1</b>
<b>Site Proposal for:.....</b>	<b>1</b>
<b>Nevada Division of Museums and History .....</b>	<b>1</b>
<b>Introduction to Web2Market.....</b>	<b>4</b>
<b>Project Summary .....</b>	<b>6</b>
<b>Platform Overview.....</b>	<b>8</b>
WordPress with WooCommerce .....	8
Sell Online .....	8
Highly Customizable.....	8
More features and room to grow.....	8
<b>Work Overview .....</b>	<b>10</b>
Configuration.....	10
Design.....	10
eCommerce Platform Data Migration.....	10
Custom Data Migration.....	10
Customizations & Development .....	11
Third-Party Plugins, Extensions, & Add-on Services .....	11
Third-Party Integrations.....	11
Implementation & Testing .....	11
<b>Processes &amp; Systems Overview .....</b>	<b>12</b>
Project Management.....	12
Training.....	12
Hosting.....	12
<b>Optional Digital Marketing: Not Included in this Proposal.....</b>	<b>14</b>
<b>Optional Post-Launch Issue Monitoring: Not Included in this Proposal .....</b>	<b>15</b>
<b>Optional Technical SEO: Not Included in this Proposal .....</b>	<b>16</b>
<b>Qualifications &amp; Successes .....</b>	<b>18</b>
<b>Schedule &amp; Process .....</b>	<b>19</b>
Process.....	19
Coordination Steps.....	19
<b>Investment Summary .....</b>	<b>21</b>
<b>Payment Plan .....</b>	<b>22</b>
<b>Caveats.....</b>	<b>23</b>
<b>Conclusion .....</b>	<b>24</b>
Web2Market – Your Partner.....	24
Next Steps.....	24
<b>Service Agreement .....</b>	<b>25</b>
<b>Design Appendix .....</b>	<b>27</b>
<b>Data Migration Appendix .....</b>	<b>28</b>
<b>Custom Data Migration Appendix .....</b>	<b>29</b>

Customizations Appendix .....	30
Integrations Appendix .....	31
Hosting Appendix.....	32
General Appendix .....	33

## Introduction to Web2Market

### Our Mission Statement

At Web2Market, our mission is to cultivate innovative eCommerce solutions tailored to the unique needs of our customers, enabling them to **sell more with less effort**. We will develop and sell integrations that enhance the interoperability of our customers' commerce management systems.

We aim to achieve this by partnering with solution providers in the industry and by increasing subscriptions of our hosting services, integration apps, and our partners' solutions.

Our focus is on building customer relationships through **honesty, transparency, and expertise** to ensure customers look to Web2Market for all their eCommerce needs.

### Technical and Business Skills

We possess the technical knowledge, business savvy and experience to help our partners accomplish their goals. The management at Web2Market has a solid combination of both academic achievement and multichannel B2B/B2C eCommerce experience to help guide and understand the needs of our clients.

### Our Team is Your Team

The development team at Web2Market has extensive experience in graphic design, HTML, JavaScript, AJAX, database design, and eCommerce web-based application development in ASP. net, C#, PHP, SQL, and more. Our designers and developers have been working with multiple eCommerce platforms for nearly two decades. From upgrades, custom functions, training, and extensions, we have been working with eCommerce platforms for years and know how they work. Our goal is always bug-free code, but the rare times a bug is found we will fix it!



The technical team at Web2Market are experts in Linux and Windows systems, network administration, database administration, and other relevant technologies. We maintain certification and partnerships with firms like WordPress, WooCommerce, Magento, AbleCommerce, Shopify, Adobe, Authorize. net, Microsoft, Google and many others.

We are constantly in contact with our clients and available for questions and concerns. Our team is a global team, so we are always available to provide you with the support you need whenever you need it. We are here to help your company succeed using WordPress with WooCommerce!

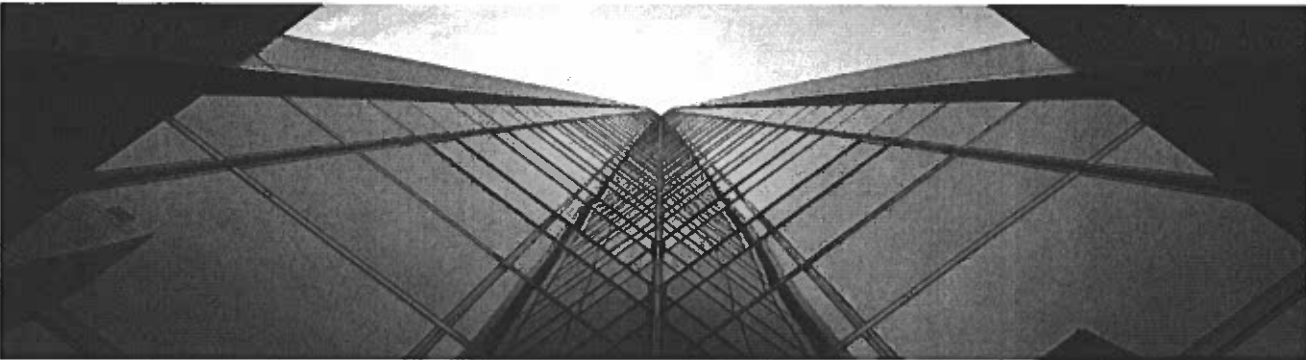
### Our Business Philosophy

We believe our clients shouldn't have to compromise their online business model because of the limits of the eCommerce software or their personnel resources. Their web storefront should be customized to fit their business needs and that of their customers.



We provide complete solutions including designing, custom functions, training, hosting, upgrades and consulting. We strive to be a resource for your company long into the future.

## Project Summary



### *Nevada Division of Museums and History Project Overview:*

Nevada Division of Museums and History is requesting that Web2Market build a new WordPress / WooCommerce powered site to sell products from their six different locations. This will be a new installation of WordPress with WooCommerce added in.

Several extensions will support features like Memberships, Advanced Search, and Donations.

There will also be an integration with Retail Pro through RDi. The client uses CyberSource for payments.

The rest of the store features (including shipping) will use standard WooCommerce functionality, however they want to make sure that each physical museum store location has its own category with products for each museum ecommerce store in it.

### *Nevada Division of Museums and History Current Site:*

- Nevada Division of Museums and History currently uses WordPress. This will be a new additional WordPress website for the stores leveraging WooCommerce for ecommerce.
- Noted Features to carry over to new site. E.g., Web2Market will use the same theme as the Nevada Museums current WordPress site.
- Issues that will be addressed. E.g., Web2Market will be creating a whole new ecommerce website that the existing museum website will have seamless links to

### *The New Site Will:*

- This will be a new additional WordPress website for the 6 museum stores leveraging WooCommerce for ecommerce.
- Web2Market will work with RDi for the integration to the Nevada Division of Museums and History's Point of Sale System (POS) "Big Hairy Dog" POS. Issues that will be addressed. E.g., Fully mobile-friendly responsive design and new integration with the POS system.

- Web2Market will host the new website and ecommerce store.

## Platform Overview

*Your new site will be built using:*

### **WordPress with WooCommerce**

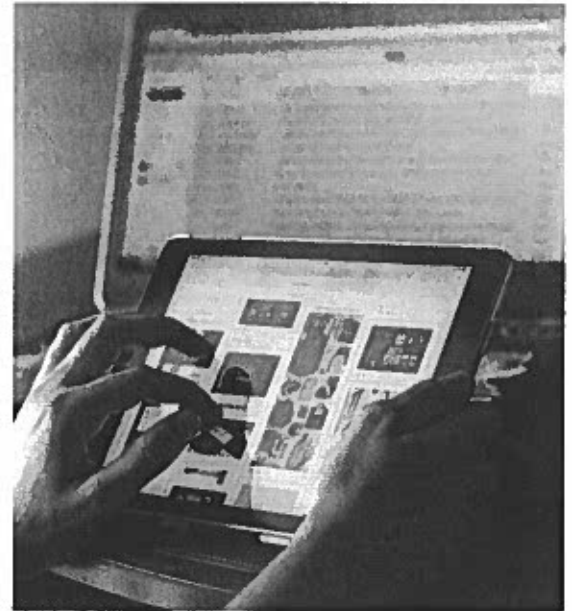
WooCommerce is a flexible, open source commerce solution built on WordPress. WooCommerce empowers small and medium businesses to build exactly the store they want and sell online.



Some of the features of this platform include:

#### **Sell Online**

- Sell physical and digital goods, product variations, custom configurations, instant downloads, and affiliate items
- Sell subscriptions, bookings, or memberships, with our developer-vetted extensions
- Secure payments – Use WooPayments or one of 100+ payment gateways – including Stripe, PayPal, and Square
- Configurable shipping options, including WooCommerce Shipping, UPS, FedEx, and a wide variety of delivery, inventory, and fulfillment solutions
- Simplify sales tax with WooCommerce Tax or other integrated services
- Actionable analytics
- Manage your store from anywhere
- Own and control your store data



#### **Highly Customizable**

- Create beautiful, enticing storefronts with themes suited to your brand and industry
- Customize product pages using modular product blocks
- Leverage WordPress' SEO advantage
- Built on a platform that scales – get flexible eCommerce for high-volume stores
- Hundreds of free and paid extensions from the official WooCommerce Marketplace

#### **More features and room to grow**

- Leverage hooks and filters to modify or create functionality
- Integrate virtually any service using a robust REST API and webhooks
- Design and build custom content blocks with React

The Woo Marketplace provides extended features and integrations with many popular systems.



## WooCommerce Essentials

The essential extensions you need  
to launch your business with  
WooCommerce



## Work Overview

### Configuration

Web2Market will provide all necessary assistance to configure your eCommerce store settings such as shipping, payment methods, taxes, other store settings, basic categories, etc.

In addition, if you host with Web2Market or a certified partner, we will provide email and phone support on your platform's admin functions during normal business hours.

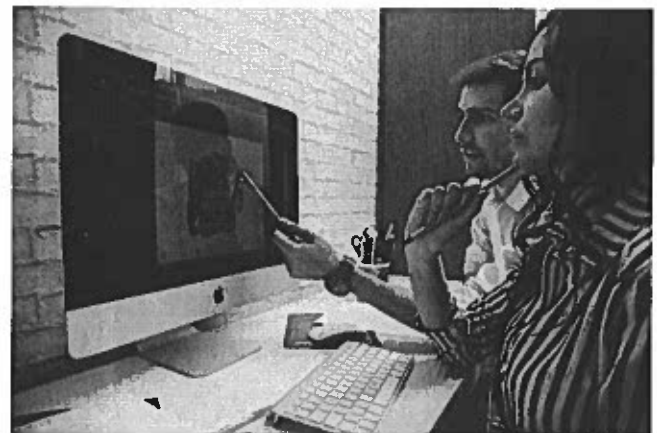
### Design

Building on the eCommerce platform's available themes, Web2Market's design team will implement a custom theme into your site. The theme's design will reflect your company branding and be fully responsive and mobile friendly.

See the *Design Appendix* for additional details.

Your site's design will be based on:

- Your company's branding within a standard template.
  - The pages within your site will be of basic/clean design. Web2Market will implement your company's logo and preferred color scheme into a standard platform theme.
  - Total design time should not exceed five (5) hours. Additional time may be purchased.
  - Implementation of the selected design elements should not exceed fifteen (15) hours.



Web2Market will implement related HTML, CSS, and other relevant code to maintain the chosen design and theme for the rest of the storefront. Unless otherwise noted, all pages including, Category, Subcategory, Product Detail, Basket, Sign-in, Billing & Shipping, Checkout will be implemented to utilize standard platform functionality and features.

### eCommerce Platform Data Migration

Web2Market will migrate data from your old eCommerce platform to the new site. The process for this data migration will be as follows:

- W2M will not perform any data migration.
  - See the *Data Migration Appendix* for additional details.

### Custom Data Migration

Web2Market will migrate data from an external source to the new site. The process for this data migration will be as follows:

- W2M will not perform any custom data migration.
  - See *Custom Data Migration Appendix*.

## Customizations & Development

- See *Customizations Appendix*.

### Third-Party Plugins, Extensions, & Add-on Services

Web2Market will install the following third-party plugins, extensions, and add-on services. Web2Market is not responsible for the functionality, compatibility, or conflicts related to any third-party extensions. If troubleshooting or customization is needed additional time maybe required.

- SkyVerge - Ability to purchase a membership
- SkyVerge - Ability to get a membership discount on store items excluding membership renewals
- SkyVerge – Ext. for CyberSource Payment Gateway
- WPExperts - Ability to donate to a specific museum
- Itthinx - Search with Filters, including Category (location)

### Third-Party Integrations

Web2Market will work with the following third-party providers to integrate their systems or services with your site. Please see the *Integrations Appendix* for additional details, including the specific roles of each stakeholder in the integration(s).

- Retail Dimensions – WordPress/WooCommerce integration to Big Hairy Dog POS.

### Implementation & Testing

Web2Market will implement and test your storefront and customizations. We perform a thorough check of functioning design elements, template specific links, design and catalog related graphics, etc. Our Quality Assurance team will perform user story testing prior to your site's launch as well as after certain milestones in the development process. Our development team also performs incremental testing throughout the development of your site. We also perform a comprehensive check to ensure that your web site functions properly with the two most recent versions of following popular browsers: Edge, Firefox, Safari, and Google Chrome\*.

*\* Please note that we do not offer support for modified browsers or unusual browser configurations that prevent features or functions required for the normal operation of your site (e.g., disabling cookies, JavaScript, styles, etc.). Our team analyzes global browser market share on a quarterly basis. Web browser support ends when a browser represents less than 5% of all market share.*



## Processes & Systems Overview

### Project Management

Our Project Management team brings decades of eCommerce project management experience to your project. Over the decades we have refined our processes to use a hybrid methodology that ensures:

- Adaptability and flexibility
- Client centricity
- Continuous feedback between the development team and clients
- Timely delivery of features
- Fastest launch of high-quality sites
- Sustainable pace of development
- Faster problem resolution
- High velocity of development
- Continuous improvement of the site

We also use a variety of tools for team collaboration. You'll work closely with the developers to maximize your input and control of the project. You'll be kept constantly up-to date with progress, truly part of the development team.

### Training

Web2Market will provide administrator training for up to four (4) people. Training sessions will be broken up into one- or two-hour sessions and will be up to eight (8) hours total. The training is typically via video conferencing and can be recorded for future reference. Training covers all the administrative functions within your eCommerce platform, including:

- Managing your Product Catalog
- Managing Orders
- Managing Customers
- Store Configuration
- Pricing, Discounts, and Sales Tools
- Content Management
- Customized Features



### Hosting

The storefront will run on the Web2Market Hyper-Converged Scale servers. Our servers are dedicated to our clients, which ensures that visitors to your site will receive a rapid response from the server, even at peak times. All components of the network have redundancy.

Based on the discussion with Nevada Division of Museums and History and projected web traffic, we suggest our Shared Hosting Service for \$179.00/mo.

Our Cloud Hosting is:

- Private Hyper-Converged Cloud built for high redundancy and failover. One piece of hardware failing cannot affect uptime.
- Does not rely on AWS, Azure, Etc. (Privately owned and operated by W2M).
- Uptime is 100% across the board for the past 90 days+. We have not had a single hardware failure since we built the platform in 2019-2020.
- Hardware owned by W2M.
- Networked through Deft Datacenter in Illinois who holds all important security certifications.
- Everything is redundant down to network switches and firewalls. If one goes down, another takes over.
- Automated weekly backups of website level data.
- Automated daily backup of server level data.
- PCI Compliance on request.
- 24/7/365 Server Monitoring.
- 24/7/365 Technical Support by technicians and administrators that know Magento.
- Shared Hosting resources given on website need, not base limitations, up until a Dedicated Cloud Server is required.

See the *Hosting Appendix* for hosting plan specific details.

-----

## Optional Digital Marketing: Not Included in this Proposal

What is 'digital marketing'? Digital Marketing is more than SEO, a lot more. We will use analytics to understand your market and to define and measure results. We study your business then choose from a deep menu of traffic building and conversion improvement options. Our Digital Marketing team will work with you to ensure your site reaches the customers you want to reach.

Our Digital Marketing services include:

- Content marketing
- Conversion optimization
- Display advertising
- Remarketing and retargeting
- Email marketing
- Landing page optimization
- Link building
- Pay Per Click optimization
- Reputation management & review building
- Social media marketing
- Video marketing
- Web analytics



## Optional Post-Launch Issue Monitoring: Not Included in this Proposal

After launch, we will begin to gather and analyze data about how visitors are using your site. We will look for friction points causing cart abandonment, unexpected issues, and more. We use the Nobu Error Monitoring Platform for this.



Over 90% of website errors are never reported by customers. Noibu monitors your ecommerce site and flags errors in real-time. Whatever the cause, nothing gets missed. The combination of multiple plugins, browsers, devices, and customer activity can result in dozens or even hundreds of website errors. Noibu surfaces the critical errors that are hurting sales and conversions in your checkout. Without knowing exactly how an error occurred Web2Market developers can spend hours trying to replicate it. Noibu removes all the guesswork by providing detailed web session information for each error, and which error to fix first.



## Optional Technical SEO: Not Included in this Proposal

Maximizing the site's performance in search engines is critical. Beyond good design and coding, there are many additional steps we can take to optimize performance in Google, Bing and other search engines. The improvements below fall in the category of 'technical SEO'. We will perform these tasks in addition to the site development described above.

Our services include:

- **SSL and HTTPS** – Ensure all content is secure.
- **Advanced Mobile Friendliness** – Using Google's PageSpeed Insights we will review site pages to confirm they work well on a range of mobile devices and identify opportunities for speed improvements. Google prioritizes mobile first now so supporting mobile visitors is critical in today's online environment.
- **Optimize Robots.txt** – Tell Google and other search engines which pages to index, and which pages to ignore. Search engines maintain a limited amount of your content in their index. So don't squander index space with pages like checkout and search.
- **Optimize the URL Structure** – Analyze URL formatting and structure them best for search engines. We may make recommendations about how to improve them.
- **Improve Category Navigation Structure** – Review keyword searches in Google Search Console. Recommend category and navigation structures to match popular searches.
- **Configure Server Caching & Content Delivery Services** – We use server-side caching and CDN tools to ensure your site is delivered as fast as possible.
- **Implement Structured Data Markup** – Output data only visible to search engines so they better understand the page content. We will ensure that proper schema is included in page output. The more info you give Google, the better your site and products are displayed on the different Google search platforms.
- **Set Canonical URLs** – Ensure that search engines know which pages are duplicates so they don't think they are being spammed.
- **Create and Optimize 404 page** – When someone lands on page that doesn't exist, they see an informative page.
- **301 Redirects** – We ensure URLs from your old site redirect to the proper pages on your new site.
- **META Title and Description** – Tells visitors and Google what's on the page. We'll show you how to optimize your content for people and bots.
- **Configure and/or Review Google Analytics Setup** – Ensure that data is being properly gathered.
- **Configure and/or Review Search Console** – Set it up, give you access, review and discuss the results post-launch.





- **Report Broken Links** – Generate a list of pages with broken links in them for you to correct.

## Qualifications & Successes



Add A Pearl



Adventist Book Center



Zero Friction



SchoolTime Uniform



Grill Techs



Infinity Cutting Tools



National Farm Toy Museum



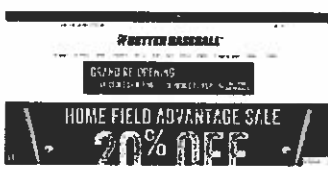
Westar



Jet Ski Plus



Museum of Science - Boston



Better Baseball



Georgetown Cupcake



Black Rhino Concealment



East Penn Manufacturing



Parts Hawk



Creative Playthings



Maverick Western Wear



Northwest Pets

## Schedule & Process

Based on the requirements of the project in this document, Web2Market expects delivery to take approximately fifteen to sixteen weeks (15-16 weeks) from the date of the project kickoff meeting, assuming that all client deliverables and milestones are met on time. Assuming all deliverables from 3<sup>rd</sup> party partners like Integration providers do not delay the project milestones, Web2Market expects to be able to meet the 15-16 week targeting June 1<sup>st</sup> launch. NOTE: This delivery date depends on a signature from the client, to get this project kicked off ASAP. Web2Market feels confident in hitting a 15-16 week turnaround time from the date of signature, and will make all attempts to finish sooner if at all possible.

The pricing in this proposal is effective through **Feb. 28<sup>th</sup> 2023**, again waiting until late February will impact the date above.

We require a 50% deposit on services on new projects. 100% of all Lic. Fees due with this deposit. The balance of 50% of services is due thirty days after project completion of development as described in this proposal. Monthly items will be billed quarterly and in advance with NET 30 terms.

### Process

Your project will begin once the following have been completed:

- Proposal Approved
  - Service Agreement Signed (section below)–
- 50% Deposit Received – to be received from Nevada Division of Museums and History.

### Coordination Steps

Once these steps have been completed, we will begin the project with a kickoff meeting to introduce relevant personnel and begin preliminary project activities. We will also begin entering your project into our project management systems, configuring servers, and laying the technical groundwork to begin development on your new eCommerce site!

Development Activities and Milestones will be discussed at a kickoff meeting and may include:

- Introduction of team members
- Project schedule
- Stand-Up meetings scheduled for project duration
- Communication methods for your project
- Web2Market project processes
- Next project steps
- Testing overview
- Data migration details
- Project milestones
- Change Order processes

Throughout your project we will have scheduled Stand-Up meetings to keep you apprised of progress, discuss any factors that affect the project, receive feedback from your team, and eventually schedule your site launch.



## Investment Summary

# I N V E S T M E N T

SERVICE/PRODUCT ITEM	License/Fees	COST
WordPress with WooCommerce Installation, Server Configuration – Lic. Sold Separately	\$350.00 Sold Separately	\$2,800.00
Management, Processing, General Services		\$5,250.00
Design Creation		None
Theme & Design Implementation		\$2,800.00
Data Migration		None
Extensions & Add-on Services – Fees for Extensions Sold Separately	\$426.00 Sold Separately	\$1,575.00
Integrations Web2Market's standard to work with RDI. Any additional needs can be scoped and handled as a change order if needed.		\$350.00
Development & Customizations		None
QA Testing		INCLUDED
Configuration		INCLUDED
Training		INCLUDED
<i>Digital Marketing – Available for Additional Costs</i>		
<i>Post-Launch Issue Monitoring - Available for Additional Costs</i>		
<i>Technical SEO - Available for Additional Costs</i>		
SUBTOTALS	\$776.00 Sold Separately	<b>\$12,775.00</b>
<b>TOTAL</b>	<b>\$12,775.00</b>	
Hosting - Hosting Plan (\$25/month during Development)		\$179.00/month
Other Ongoing Costs		None

## Payment Plan

Web2Market, Inc. offers the following payment plan for this project:

- Project Total: \$12,775.00
  - 50% deposit due at commencement of the services covered by this Order.
  - Balance is due NET 30 upon completion of the services covered by this Order.

For additional payment terms, see the *Terms* section of the included *Service Agreement*.

-----

Web2Market, Inc. offers the following payment plan for this project:

- Project Total: \$12,775.00
- Initial Payment **\$6,387.50**
  - 50% deposit for services due at commencement of the services covered by this Order.
- Second Payment **\$6,387.50**
  - Balance is due NET 30 upon completion of the services covered by this Order.
- Monthly Hosting Fees
  - **\$179.00/mo** billed quarterly starting 30 days after completion of the services covered by this Order.
  - Monthly on a Credit Card, or quarterly invoiced with other payment methods.

Licenses and Fees needed to For this project are to be paid directly to WooCommerce and or Extension developers. Web2Market can purchase these on behalf of Nevada Division of Museums and History, with an upfront one-time Credit Card payment. Web2Market does not increase the cost of these Lic. Or fees, the cost is simply passed on to the client. Any and all installation services for these Lic. and Fees are included in this proposal..

For additional payment terms, see the *Terms* section of the included *Service Agreement*.

## Caveats

*Prices for extensions include installation, configuration, and set-up. Occasionally extensions from third-party vendors require custom development for them to work properly in a custom environment. If this happens extra development time may be needed and may require additional investments.*

*Please note that the timeline and costs are Web2Market's best estimates based on the project as it has been defined thus far. Changes to functionality during the course of the project may affect the costs and/or the time it takes to complete the project.*

*Payments made by credit card will have a 2% fee added.*

*Timeline is based on timely delivery of any requested client and third-party vendor deliverables, including feedback and approvals when requested. Failure to reply to W2M requests within 48 hours may result in project delays.*

*Timeline is based on current estimated resource availability and current project loads. W2M resources are allocated on a first-come, first-served basis. Timeline is subject to resource availability at the time of acceptance of this project proposal and completion of the steps required for project commencement described in the Schedule & Process section.*

## Conclusion

### **Web2Market – Your Partner**

To be successful using the web as a business tool, your organization needs a partner who can help you deliver value to your customers. Web2Market offers you the broad vision and the technical competence to help you grow your organization. We hope you choose to make us your partner in the online world.

### **Next Steps**

To proceed with this project, Nevada Division of Museums and History is required take the following steps:

1. Accept the proposal as is or discuss desired changes
  - a. Please note that changes to the scope of the project can be made at any time, but additional charges and schedule adjustments may apply. Scope changes will be managed through our Change Order process and will require a signed Change Order Form that will detail the effects of the scope change(s) on the project cost and timeline.
2. Finalize and sign Service Agreement
3. Submit initial payment of 50% of total project fee

We are excited to be working with you and look forward to the launch of your new eCommerce storefront and many years of a successful partnership with Nevada Division of Museums and History.



## Service Agreement

This agreement is between **Nevada Division of Museums and History** ("Client"), having offices at: 412 East Musser St. Carson City, NV 89701 and **Web2Market, Inc.**, a Texas corporation having its offices at 9600 Escarpment Blvd., Suite 745-116, Austin, TX 78749 ("Company")

Company agrees to provide Client with the specific services (hereinafter called the 'Services') described and set out in this Service Agreement (hereinafter called the 'Order'). Client agrees to pay all fees set out in this Order. Client agrees to accept deliverables by electronic mail confirmation as proof of satisfactory completion of the referenced deliverables.

### 1. TERMS OF AGREEMENT

- This Order shall be effective as of the date set forth on the Order and shall remain in force until seven (7) days after the acceptance of the last Deliverable, which shall take place not later than one hundred twenty days (120) after the Order Delivery Date ("Delivery Date") as described in the *Schedule & Process* section of this document. Company cannot guarantee the Delivery Date but will use commercially reasonable efforts to perform the Services in an efficient and timely manner.

### 2. TERMINATION

- This Order may be terminated by either party upon written notice to the other provided two weeks' notice given for both Client and Company. This Order may be terminated by Company (i) immediately if Client fails to pay any fees hereunder; or (ii) if Client fails to cooperate with Company or hinders Company's ability to perform the Services hereunder.

### 3. SCOPE OF WORK

- As described within this document, including all attached *Appendices*. (Hereinafter called "Work".)

### 4. FEES

- As described within the *Investment Summary* section of this document.

### 5. SCHEDULE

- As described within the *Schedule & Process* section of this document.

### 6. TERMS

- 50% deposit.
- Balance is due NET 30 upon completion of the services covered by this Order.
- A service charge of 1½% per month will be added to all balances unpaid after 60 days from date of Client acceptance of work product.
- In the event that collections costs are incurred to recover a past due balance, Client shall be responsible for all collection costs including reasonable attorney's fees.
- Payments made by credit card will have a 2% fee added.

### 7. SPECIAL PROVISIONS

- Unless otherwise specified, Company will be permitted to perform certain design, development, and testing activities at its offices. Client understands that Company is currently working on one or more similar projects for other clients. Provided that those projects do not interfere or conflict with Company's obligations under this Order, those projects shall not constitute a violation of this provision of the Order.
- Client hereby specially orders or commissions Company to create and provide service. Client and Company agree that the work product shall be considered work made for hire for Client as such term is defined in section 101 of the Copyright Act of 1976.
- Company agrees that Client shall be the sole proprietor of the Work and of all rights therein throughout the world including, without limitation, the copyright and all rights under copyright therein, including the copyrights and all rights under copyright in any electronic, digital, or optically read form of the Work, including computer software, CD-I and CD-ROM disc, and other forms of information storage and retrieval including but not limited to interactive or multimedia electronic rights whether in existence or developed in the future.
- Warranties – The following provisions are subject to Section E. ("Limitation of Liabilities").

- i) Non-Infringement Warranty. Client warrants that any technology, information or material (other than Company's own material) distributed through the Client's web pages will not infringe or misappropriate any copyright, trademark, patent, or the trade secrets of any third persons, or otherwise violate this Order or any applicable law. Client will defend, indemnify and hold Company harmless from all liability and expense (including attorney fees) arising from any claim to the contrary.
- ii) Limited Performance Warranty. Company warrants to Client that it will make a reasonable effort during the Term of this Order to perform its services in a competent and workmanlike manner. Company does not warrant that it will be able to correct all reported defects or that use of the web site will be uninterrupted or error free. Company makes no warranty regarding features or services provided by third parties (especially Internet telecommunications service or Web "browser" software), which are provided "as is" and "as available." EXCEPT AS SET FORTH ABOVE, COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED. COMPANY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE. Company warrants and represents that the Work, and every part thereof, will be original (except for any material from previously copyrighted works obtained by permission or assignment), and will not violate any statutory or other copyright or any other right of third parties.
- e) Limitation of Liabilities -- The following provisions are a material condition of this Order and reflect a fair allocation of risk:
  - i) Remedies. Client agrees that if the Company violates any warranty or other provision of this Order, and Company determines that repair or other corrective action is not economically or technically feasible, Client's sole and exclusive remedy will be to obtain a refund of amounts paid by Client to Company for services rendered hereunder during the previous twelve (12) months.
  - ii) Liabilities. COMPANY IS NOT LIABLE FOR ANY AMOUNT EXCEEDING THE PRICE PAID BY CLIENT FOR SERVICES HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY CLAIM. NEITHER PARTY IS LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS' FEES) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

Each party acknowledges that it has read this Service Agreement (including all referenced schedules and attachments hereto, if any) and agrees that it is the complete and exclusive understanding between the parties.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Order to become effective.

**Client**

**Company**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Design Appendix

Design Theme – Nevada Division of Museums and History current WordPress Website Theme:

Description	Comments
Use the same theme as the Nevada Museums current WordPress site. There may be a fee to reuse their theme on a new site.	We will need admin access to the current site so we can export the theme and necessary files to use them in the new site. The hours here are to complete that migration process.

Design Implementation:

Description
Design Implementaiton should be minimal since we will be working with the same theme and design as their current site. It'll be updated to reflect the stores's needs, but should keep the same look and feel as the main site.

## Data Migration Appendix

No Data Migration – Only Theme data in the Appendix above is needed.

## Custom Data Migration Appendix

No Custom Data Migration – Only Theme data in the Appendix above is needed.

## Customizations Appendix

No Customizations – Standard WordPress Theme will be leveraged, as well as WooCommerce for Ecommerce

## Integrations Appendix

Integration Name
Retail Pro POS

Integration Developer
RD <i>i</i>

Integration Notes
Client's Retail Pro partner is Big Hairy Dog ( <a href="https://bighairydog.com/">https://bighairydog.com/</a> ).

Comments
Included 2 hours for W2M work, but most of this will be handled by RD <i>i</i> . NV Museums will need to connect with RD <i>i</i> about pricing for their role.

Link
<a href="https://retaildimensions.com/retail-pro-woocommerce-integration/">https://retaildimensions.com/retail-pro-woocommerce-integration/</a>

## Hosting Appendix

Shared Hosting Plan - \$179.00 / month

Development Site Hosting - \$25.00 / month - This development site can be kept or deleted after launch, and is included during the project. \$25.00/mo only applies if the Dev site is left active



## General Appendix

**Platform Configuration:** This includes sending out the Configuration Survey and working with the client to get things like Shipping, Payments, Email, and other settings configured.

**Development Site Installation:** Standard

**QA Testing – One Round:** This project will only have one round of pre-launch testing.

**Site Optimization:** Standard

**Training:** Because WooCommerce is a simple platform (compared to others) with fewer options training has been reduced to a total of 6 hours.

**Project Management:** Standard

**NEVADA MUSEUMS & HISTORY**

**Joe Lombardo** | Governor

**Myron Freedman** | Administrator

**Tracey Sprague** | Director

**LOST CITY MUSEUM**

721 South Moapa Valley Blvd.

P.O. Box 807

Overton, NV 89040

# NEVADA

## MUSEUMS & HISTORY



## LOST CITY MUSEUM

REPORT TO THE  
BOARD OF MUSEUMS AND HISTORY March 9, 2023

**I. Private Funds Budget Summary B/A 5038**

**State Fiscal Year 2023**  
**12/31/2022**

	<b><u>GL /Cat#</u></b>	<b><u>SFY 2023</u></b> <b><u>Budget</u></b>	<b><u>Actuals</u></b> <b><u>YTD</u></b>	<b><u>Percentage</u></b> <b><u>YTD</u></b>
Cash From Prev Fiscal Year	2511	86,176	86,176	100.00%
Cash Bal Fwd New Fiscal Year	2512	0	0	0.00%

**Comparison of Revenues Budgeted/ Received:**

Memberships*	4008	8,834	2,690	30.45%
Merchandise Sales*	4025	90,000	41,222	45.80%
Gifts & Donations	4251	5,924	17,235	290.93%
Private Grants	4265	5,000	733	14.65%
Treasurer's Interest	4326	475	261	55.01%
Outside Bank Account	4454	1,243	1,243	100.00%
<b>Total Revenues:</b>		<b>\$111,476</b>	<b>\$63,384</b>	<b>56.86%</b>

**Comparison of Expenditures Budgeted/Expended:**

Administration	35	5,464	2,361	43.20%
Archeology Special Projects	36	2,500	407	16.28%
Buildings & Grounds	37	2,521	116	4.60%
Shelving Unit Project	38	0	0	0.00%
Museum Store*	41	103,437	50,698	49.01%
Special Events	42	3,950	426	10.78%
Board Appr Special Projects	48	70,905	0	0.00%
Special Projects (Restricted)	55	8,875	0	0.00%
<b>Total Expenditures:</b>		<b>\$197,652</b>	<b>\$54,007</b>	<b>27.32%</b>

Available Unrestricted Cash 95,553

**Revenue/Expenditure Comparison Narrative:**

At the end of the second quarter, Lost City Museum (LCM) is almost at half of projected sales in the museum store. The museum also has taken in a good amount of donations this year so far, and hopes to continue the trend. Membership is not where it was anticipated, but hopefully will increase in the second half of the fiscal year.

Report is through December 31, 2022.

\* Further detail available in the identified sections.

II. Museum Store Sales

Gross store sales revenue comparison against three previous fiscal years.

Fiscal Year	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	TOTAL	Column1
FY 2023	\$3,803	\$4,454	\$8,386	\$6,823	\$11,055	\$6,700							\$41,222	
FY 2022	\$6,996	\$6,445	\$7,569	\$7,096	\$9,933	\$5,795	\$5,916	\$7,778	\$8,127	\$11,839	\$6,296	\$5,439	\$89,230	
FY 2021	\$3,388	\$4,469	\$2,679	\$4,126	\$2,104	\$476	\$2,956	\$5,541	\$10,524	\$9,351	\$6,694	\$6,099	\$58,408	
FY 2020	\$4,567	\$5,775	\$6,941	\$11,610	\$9,909	\$7,730	\$4,477	\$8,076	\$4,039	-\$1	\$0	\$337	\$63,460	
YTD	\$3,803	\$8,258	\$16,643	\$23,467	\$34,521	\$41,222	\$41,222	\$41,222	\$41,222	\$41,222	\$41,222	\$41,222	\$41,222	

YTD COMPARISON

54.37% 61.44% 79.22% 83.49% 90.75% 94.04% 82.86% 71.65% 62.78% 53.19% 49.20% 46.20%

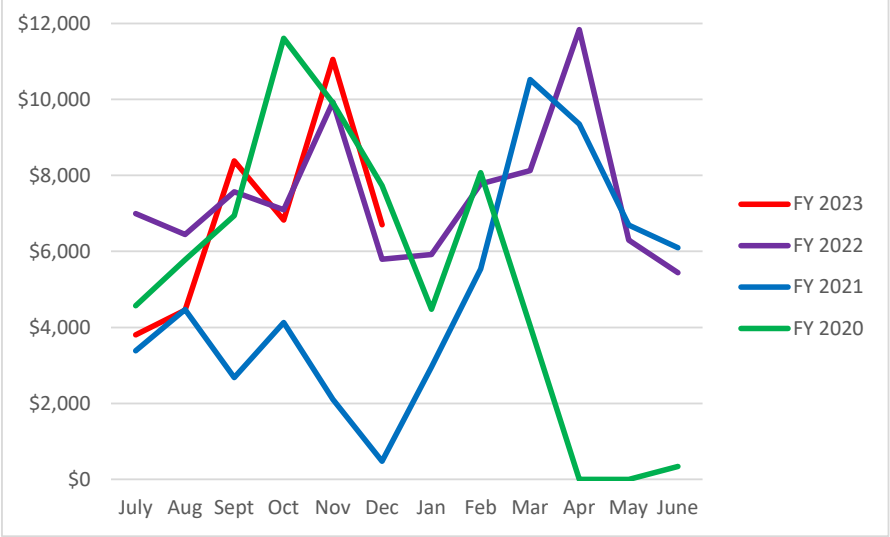
MONTHLY COMPARISON

54.37% 69.11% 110.78% 96.16% 111.29% 115.62% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

Store sales chart comparison against three previous fiscal years.



Lost City Museum  
Report to the Board - March 9, 2023

Museum Store Profit and Loss Chart

<b>FY2023</b>	<b>Revenues</b>		<b>Expenditures</b>		Total	Net	% Net
	Merchandise	Personnel	Oper/Other	Expenditure		Profit (Loss)	Profit (Loss)
July	3,803	-	2,302	-	2,302	1,501	39.5%
August	4,454	183	2,313	-	2,496	1,958	44.0%
September	8,386	6,912	3,093	24	10,029	(1,644)	(19.6%)
October	6,823	9,944	2,314	249	12,507	(5,684)	(83.3%)
November	11,055	7,919	2,313	-	10,232	823	7.4%
December	6,700	10,655	2,475	-	13,131	(6,430)	(96.0%)
January	-				-	-	0.0%
February	-				-	-	0.0%
March	-				-	-	0.0%
April	-				-	-	0.0%
May	-				-	-	0.0%
June	-				-	-	0.0%
<b>FY23 Total</b>	<b>41,222</b>	<b>35,614</b>	<b>14,810</b>	<b>274</b>	<b>50,698</b>	<b>(9,476)</b>	<b>(23.0%)</b>
<b>FY22 Total</b>	<b>89,230</b>	<b>50,820</b>	<b>33,643</b>	<b>2,227</b>	<b>86,690</b>	<b>2,540</b>	<b>2.8%</b>
<b>FY21 Total</b>	<b>59,452</b>	<b>26,617</b>	<b>29,264</b>	<b>3,299</b>	<b>59,180</b>	<b>272</b>	<b>0.5%</b>
<b>FY20 Total</b>	<b>63,731</b>	<b>34,415</b>	<b>46,108</b>	<b>3,854</b>	<b>84,377</b>	<b>(20,646)</b>	<b>(32.4%)</b>

**Museum Store Sales Narrative:**

As noted in the table above, the Museum Store has spent a little more money for merchandise in the first two quarters compared to last fiscal year. This was in preperation for the increase of school groups that had started to book during this and previous quarter. Clark Country School District is allowing more field trips now that we are moving out of the COVID19 pandemic restritctions.

The museum also front-loaded buying merchandise for the store because of past supply chain issues. Staff decided that it would be best to get more merchandise up front in hopes to not expereince backorders and delays later in the year. This also helped with costs as free/reduced shipping is often offered when purchasing more items at once.

The Store Manager and director were able to start to look at the applications for the Museum Attendant I position for the museum store. Interviews are set for early Jan.

**IV. Membership Program****Membership Figures**

**Memberships (new and renewals) chart comparison against four previous fiscal years.**

Membership	<u>Qtr 1</u> <u>July - Sep</u>		<u>Qtr 2</u> <u>Oct - Dec</u>		<u>Qtr 3</u> <u>Jan - Mar</u>		<u>Qtr 4</u> <u>April - June</u>		<u>TOTAL</u>		<u>TOTAL</u>
Categories	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>Combined</u>
Individual	4		2	5					6	5	22
Family	5	2	4	5					9	7	32
Sustaining	1	1		3					1	4	10
Contributing			1						1	0	2
Patron									0	0	0
Benefactor				1					0	1	2
Senior	6	18	8	13					14	31	90
Student									0	0	0
<b>FY 23</b>	16	21	15	27	0	0	0	0	31	48	79
<b>FY 22</b>	15	21	21	26	9	15	20	16	65	78	143
<b>FY 21</b>	5	23	0	16	9	25	10	20	24	84	108
<b>FY 20</b>	31	14	22	14	18	16	0	0	71	44	115
<b>YTD</b>	16	21	31	48	31	48	31	48	31	48	79

**YTD COMPARISON**

106.67% 100.00% 86.11% 102.13% 68.89% 77.42% 47.69% 61.54%

**QUARTERLY COMPARISON**

106.67% 100.00% 71.43% 103.85% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Quarterly Comparison compares the current quarter of the current year against the same quarter in the previous year.



**Membership Sales**

Membership sales comparison against three previous fiscal years.

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	\$0	\$280	\$250	\$1,215	\$235	\$710							\$2,690
<b>FY 22</b>	\$215	\$200	\$535	\$275	\$870	\$285	\$630	\$230	\$160	\$1,045	\$445	\$315	\$5,205
<b>FY 21</b>	\$195	\$315	\$180	\$370	\$200	\$425	\$240	\$325	\$335	\$570	\$170	\$580	\$3,905
<b>FY 20</b>	\$115	\$995	\$225	\$135	\$275	\$1,250	\$295	\$375	\$375	\$0	\$60	\$320	\$4,420
<b>YTD</b>	\$0	\$280	\$530	\$1,745	\$1,980	\$2,690	\$0	\$0	\$0	\$0	\$0	\$0	\$2,690

**YTD COMPARISON**

#DIV/0!	67.47%	55.79%	142.45%	94.51%	113.03%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
---------	--------	--------	---------	--------	---------	-------	-------	-------	-------	-------	-------	-------

**MONTHLY COMPARISON**

0.00%	140.00%	46.73%	441.82%	27.01%	249.12%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
-------	---------	--------	---------	--------	---------	-------	-------	-------	-------	-------	-------	-------

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Membership Program Narrative**

Compared to the second quarter of FY2022, we sold six less memberships, but one additional renewal. Membership is overall down, however, this quarter did see significant increases in the months of Oct. and Dec.

**V. Museum Attendance****Attendance chart comparison against three previous fiscal years.**

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	436	398	522	1018	928	702							4004
<b>FY 22</b>	648	410	667	842	683	566	718	1006	1473	1113	677	562	9365
<b>FY 21</b>	279	435	334	561	198	7	330	657	932	1,011	573	519	5836
<b>FY 20</b>	833	991	994	2,010	1,429	707	1,069	1,166	506	0	0	0	9705
<b>YTD</b>	436	834	1,356	2,374	3,302	4,004	0	0	0	0	0	0	4,004

**YTD COMPARISON**

67.28% 78.83% 78.61% 92.48% 101.60% 104.93% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

**MONTHLY COMPARISON**

67.28% 97.07% 78.26% 120.90% 135.87% 124.03% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Attendance Receipts**

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	\$1,714	\$1,414	\$2,724	\$3,557	\$3,127	\$2,138							\$14,674
<b>FY 22</b>	\$2,186	\$1,695	\$2,765	\$3,155	\$3,229	\$1,896	\$3,355	\$4,458	\$4,268	\$5,566	\$3,433	\$3,508	\$39,514
<b>FY 21</b>	\$780	\$1,445	\$1,285	\$2,440	\$800	\$0	\$955	\$2,110	\$4,470	\$3,805	\$2,500	\$2,470	\$23,060
<b>FY 20</b>	\$2,855	\$2,950	\$3,555	\$6,125	\$5,185	\$2,847	\$3,940	\$4,640	\$3,235	\$0	\$0	\$0	\$35,332
<b>YTD</b>	1,714	3,128	5,852	9,409	12,536	14,674	0	0	0	0	0	0	14,674

**YTD COMPARISON**

78.41% 80.59% 88.05% 96.00% 96.21% 98.31% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

**MONTHLY COMPARISON**

78.41% 83.40% 98.52% 112.74% 96.84% 112.76% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Museum Attendance Narrative:**

Lost City Museum has seen a increase in visitation in during the fall and early winter months compared to FY22. This was due to the increase of school groups allowed to visit again since the school district opened up field trips again.

We held our annual fall Kid's Day on Oct. 8th. We had 24 in attendance for the event.

We also held our annual Holiday Open House on Dec. 10th. The event, with assistance from the Lost City Museum Docent Council, raised \$375.00 for our collections storage building. 103 visitors joined us for the event that day.

During the quarter, Archaeologist Virigina Lucas made educational connections with over 1000+ people:

Oct. 1 – Pleistocene Palooza – 1000 People

Oct. 6 – Bone ID Workshop for Lake Mead Cultural Team, Law Enforcement, and Nellis Air Force Base. – 35 people

Oct. 8 – Led tour for NV Extension School Naturalists – 12 people

Oct. 15 – Three Corner's Conference

Nov. 5 – Led tour for Western Division of the Archaeological Conservancy – 20 people

**VI. Fundraising Activities:**

We are targeting to accrue funds in the restricted account for the Design and Construction of a Museum Storage building in the lower parking lot at Lost City Museum.

## **VII General Museum Activities**

### **CIP Projects**

19-M33 Sewar upgrade project. Funded in the 2019 legislative session, this CIP remains incomplete at the typing of this report. Architects and Public Works did select a contractor in November 2022, American Southwest. Work is set to start sometime in early 2023. It is estimated that the project take at least 127 days of complete.

Pueblo Assessment and Restoration. Funded in the 2021 session, this project is almost complete. A conservationist who specializes on historic lumbar collected data on the wooden beams. While his findings are complete, the report still is not. Once the report is received, we will be looking to reopen the pueblos to the public as it was discovered that there is no significant damage to the structures.

### **Staff Activities:**

In-person events were held this quarter at Lost City Museum as noted in the attendance narrative earlier in this report.

A part-time Museum Attendant I position in the Museum Store and a Curator II position remains unfilled. The recruitment for both positions opened in early December. Both listings have been posted on various job boards and in the local press. By the end of December, there were five candidates picked to interview for the Museum Attendant I position. Interviews are set to take place in early January.

On Oct. 8th, 2022, Lost City Museum hosted its fall Kids Day. 24 attendees joined us for the event.

From Oct 11 through 14, director Tracey Sprague attended the Nevada Museum Association conference in Virginia City. The annual conference had a good attendance and was a great opportunity to network and learn from other Nevada museum professionals.

On Nov. 27<sup>th</sup>, the Lost City Museum participated in Museum Store Sunday. The day offered sale for all of our museum store, and did generate a decent sales day: \$416.89, a solid amount for a Sunday.

Dec. 1<sup>st</sup> saw the reception for the collaboration with LCM and Nevada Humanities. LCM was invited to install a photo exhibit at the Nevada Huminites Gallery in Las Vegas from Dec. 1<sup>st</sup>, 2022, through Jan. 24<sup>th</sup>, 2023. The whole exhibit run was visited by around 467 people.

Dec. 10 was the LCM's Annual Holiday Open House. This was an opportunity for the docent council to hold a raffle and raise money for the collections building. 103 visitors joins us for the festivities, which included holiday deserts and drinks, and a string group playing holiday favorites.

Archaeologist Virginia Lucas participated in the following offsite outreach events:

Oct. 1 – Pleistocene Palooza – 1000 People

Oct. 6 – Bone ID Workshop for Lake Mead Cultural Team, Law Enforcement, and Nellis Air Force Base. – 35 people

Oct. 8 – Led tour for NV Extension School Naturalists – 12 people

Oct. 15 – Three Corner's Conference

Nov. 5 – Led tour for Western Division of the Archaeological Conservancy – 20 people

*Lost City Museum is open from Wednesday to Sunday from 8:30 am to 4:30 pm.*



**NEVADA MUSEUMS & HISTORY**

Joe Lombardo | Governor

Myron Freedman | Administrator

**MUSEUM LOCATION**

721 South Moapa Valley Blvd.

Overton, NV 89040

**LOST CITY MUSEUM**

Tracey Sprague | Director

**MAILING ADDRESS**

P.O. Box 807

Overton, NV 89040

**MEMORANDUM**

DATE: 2/16/2023

TO: Robert Stoldal, Chairman

Board of Museums and History

THROUGH: Myron Freeman, Administrator

Division of Museums and History

FROM: Tracey Sprague, Director

Lost City Museum

RE: Free Admissions to LCM for Calendar year 2023 \*\* For Possible Action\*\*

I would like the Board to support free admissions for the following:

- Bi-annual Kids Day – free admission for the adults who bring children to the event, March 25, 2023, and Fall '23.
- May-September, Blue Star Museums Program, free admission to the nation's active-duty military personnel and their families
- Hot & Dusty closing reception – sometime in late August.
- Native American Day – Fall '23
- Holiday Open House – Dec. '23

-----  
Robert Stoldal, Chairman of the Board of Museums and History

-----  
Date



**NEVADA MUSEUMS & HISTORY**

**Joe Lombardo** | Governor  
**Myron Freedman** | Administrator

**MUSEUM LOCATION**

721 South Moapa Valley Blvd.  
Overton, NV 89040

**LOST CITY MUSEUM**

**Tracey Sprague** | Director

**MAILING ADDRESS**

P.O. Box 807  
Overton, NV 89040

**MEMORANDUM**

**DATE:** 2/16/2023

**TO:** Robert Stoldal, Chairman  
Board of Museums and History

**THROUGH:** Myron Freeman, Administrator  
Division of Museums and History

**FROM:** Tracey Sprague, Director  
Lost City Museum

**RE:** LCM Docent Council \$357.73 restricted donation acceptance

The Lost City Museum requests acceptance of restricted funds in the amount of \$357.73 to our Museum Collections Storage fund, BA5038 Cat. 55 as requested by the donor.

-----  
Robert Stoldal, Chairman of the Board of Museums and History

-----  
Date





NEVADA MUSEUMS & HISTORY  
Steve Sisolak | Governor  
Myron Freedman | Administrator

MUSEUM LOCATION  
721 South Moapa Valley Blvd.  
Overton, NV 89040

LOST CITY MUSEUM  
Tracey Sprague | Acting Director

MAILING ADDRESS  
P.O. Box 807  
Overton, NV 89040

First Name Lost City Museum Docent Council  
Last Name \_\_\_\_\_  
Address PO Box 807  
City/State/Zip Overton, NV 89040  
Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email \_\_\_\_\_

Enclosed is my tax-deductible gift of \$ 357.73

I would like my donation applied toward:

☒ Museum Collections Storage Building  
☐ \_\_\_\_\_

Please make checks, corporate matches, and other donations payable to:

Lost City Museum

Gift will be matched by: \_\_\_\_\_

Organization Name \_\_\_\_\_

Branding/Logo \_\_\_\_\_

☐ Please keep my donation confidential

Per Division of Museums & History policy and Nevada Revised Statutes 381.0031 & NRS 381.0033, all donations in excess of \$250 will be presented to the Board of Museums & History for approval.

**Transaction Details:****Date: 12/15/22**

Transaction ID: 12696111364722  
Account Number: XXXXX1002  
Type of Instrument: Cashier's Check  
Document Number: 134024326

Amount: \$357.73  
Total Withdrawal: \$357.73  
Checking 9 Balance: \$670.14

**Details:**

LOST CITY MUSEUM

**IMPORTANT NOTICE: HANDLE THIS CHECK  
AS YOU WOULD CASH.**

You cannot place a Stop Payment on this check.  
There are limited situations in which this check  
can be replaced if it is lost, stolen, or destroyed.

TO: HOT AND DUSTY TRANSFER

Detach and retain for your records.

**The Lost City Museum**

721 S Moapa Valley Blvd

PO Box 807

Overton, NV

702-397-2193

12/15/2022 4:08:52 PM      Receipt #: 21393  
WS: 2

SKU	QTY	PRICE	EXT PRICE
-----	-----	-------	-----------

resdon	1	\$357.73	\$357.73
--------	---	----------	----------

LOST CITY MUSEUM TEL: 702-397-2193

Orig: \$357.73

LOM Docent Hot &amp; Dusty Transfer

1 Unit(s)      Subtotal      \$357.73

RECEIPT TOTAL:      \$357.73

Check      Tendered: \$357.73

Acct # 134024326

**Change: \$0.00**

We appreciate your business!

ALL RETURNS MUST BE  
ACCOMPANIED BY RECEIPT.Refunds or Exchanges must be completed within 30  
days of original purchase.ALL SALES ARE FINAL ON  
SALE ITEMS.

AMERICA FIRST  
CREDIT UNION

America First Federal Credit Union  
P.O. Box 9199 • Ogden, Utah 84409



# Official Check

Cashier's Check

49-55  
1031

No. 134024326

Date: 12/15/22

Void After 90 Days

PAY Three Hundred Fifty-Seven Dollars And 73/100 Cents

\*\*\*\$357.73\*\*\*

TO  
THE  
ORDER  
OF  
LOST CITY MUSEUM

Payable through BOKF, NA EUFAULA, OK

MEMO: HOT AND DUSTY TRANSFER

*Thayne Shafer*



**NEVADA MUSEUMS & HISTORY**

**Joe Lombardo** | Governor

**Myron Freedman** | Administrator

**MUSEUM LOCATION**

721 South Moapa Valley Blvd.

Overton, NV 89040

**LOST CITY MUSEUM**

**Tracey Sprague** | Director

**MAILING ADDRESS**

P.O. Box 807

Overton, NV 89040

**MEMORANDUM**

**DATE:** 2/16/2023

**TO:** Robert Stoldal, Chairman

Board of Museums and History

**THROUGH:** Myron Freeman, Administrator

Division of Museums and History

**FROM:** Tracey Sprague, Director

Lost City Museum

**RE:** LCM Docent Council \$375.00 restricted donation acceptance

The Lost City Museum requests acceptance of restricted funds in the amount of \$375.00 to our Museum Collections Storage fund, BA5038 Cat. 55 as requested by the donor.

-----  
Robert Stoldal, Chairman of the Board of Museums and History

-----  
Date



NEVADA MUSEUMS & HISTORY  
Steve Sisolak | Governor  
Myron Freedman | Administrator

MUSEUM LOCATION  
721 South Moapa Valley Blvd.  
Overton, NV 89040

LOST CITY MUSEUM  
Tracey Sprague | Acting Director

MAILING ADDRESS  
P.O. Box 807  
Overton, NV 89040

First Name Lost City Museum Docent Council  
Last Name \_\_\_\_\_  
Address PO Box 807  
City/State/Zip Overton, NV 89040  
Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email \_\_\_\_\_

Enclosed is my tax-deductible gift of \$ 375.00

I would like my donation applied toward:

- ☒ Museum Collections Storage Building  
☐ \_\_\_\_\_

Please make checks, corporate matches, and other donations payable to:

Lost City Museum

Gift will be matched by: \_\_\_\_\_

Organization Name \_\_\_\_\_

Branding/Logo \_\_\_\_\_

☐ Please keep my donation confidential

Per Division of Museums & History policy and Nevada Revised Statutes 381.0031 & NRS 381.0033, all donations in excess of \$250 will be presented to the Board of Museums & History for approval.

# The Lost City Museum

721 S Moapa Valley Blvd

PO Box 807

Overton, NV

702-397-2193

Receipt #: 21384

12/14/2022 3:02:54 PM

WS: 2

SKU	QTY	PRICE	EXT PRICE
resdon	1	\$375.00	\$375.00

DONATION RESTRICTED

Orig: \$375.00

LCM Doncent Council for Museum Storage Building

1 Unit(s)	Subtotal:	\$375.00
-----------	-----------	----------

<b>RECEIPT TOTAL:</b>	<b>\$375.00</b>
-----------------------	-----------------

Cash	Tendered:	\$375.00
------	-----------	----------

<b>Change:</b>	<b>\$0.00</b>
----------------	---------------

We appreciate your business!

ALL RETURNS MUST BE  
ACCOMPANIED BY RECEIPT.

Refunds or Exchanges must be completed  
within 30 days of original purchase.

ALL SALES ARE FINAL ON  
SALE ITEMS.



21384



**NEVADA MUSEUMS & HISTORY**

**Joe Lombardo** | Governor  
**Myron Freedman** | Administrator

**MUSEUM LOCATION**

721 South Moapa Valley Blvd.  
Overton, NV 89040

**LOST CITY MUSEUM**

**Tracey Sprague** | Director

**MAILING ADDRESS**

P.O. Box 807  
Overton, NV 89040

**MEMORANDUM**

**DATE:** 2/16/2023

**TO:** Robert Stoldal, Chairman  
Board of Museums and History

**THROUGH:** Myron Freeman, Administrator  
Division of Museums and History

**FROM:** Tracey Sprague, Director  
Lost City Museum

**RE:** Unrestricted Donation acceptance

The Lost City Museum has received a check in the amount of \$16,666.67 from the Robert J. Caproni and Joyce N. Caproni Revocable Trust. The funds have been disbursed to the Museum without restriction.

-----  
Robert Stoldal, Chairman of the Board of Museums and History

-----  
Date

1 TILLEM McNICHOL & BROWN  
2 DAVID A. BROWN, ESQ., SBN 208686  
3 846 Broadway, Sonoma, CA 95476  
4 Telephone: (707)996-4505  
5 Facsimile: (707)996-2460

6 Attorney for Amy Harrington, Trustee

7  
8  
9 The Robert J. Caproni and Joyce N.  
10 Caproni Revocable Trust dated  
11 September 5, 2013.

**PRELIMINARY DISTRIBUTION  
RECEIPT**

12 The undersigned does hereby acknowledge receipt from Amy Harrington, as Trustee  
13 of the Robert J. Caproni and Joyce N. Caproni Revocable Trust dated September 5, 2013,  
14 check no. 1077, in the amount of \$16,666.67.

15  
16 DATED: Sept 25<sup>th</sup>, 2022

*Joyce Caproni*  
Director, for  
Lost City Museum, Beneficiary

EIN: 88-006-2557

17  
18  
19  
20 X

Yes, I would like a copy of the book made from Joyce Caproni's art.

21 X

12x12 size

22         
23 10x8 size

24  
25  
26  
27  
28 Receipt on Distribution - Preliminary Distribution



# The Lost City Museum

721 S Moapa Valley Blvd  
PO Box 807  
Overton, NV  
702-397-2193

Receipt #: 20463

9/25/2022 9:47:54 AM WS: 2

SKU	QTY	PRICE	EXT PRICE
donbox	1	16666.67	\$16666.67

DONATION BOX

Orig: \$16666.67

Robert & Joyce Caproni Revocable Trust

1 Unit(s) Subtotal: \$16666.67

**RECEIPT TOTAL: \$16666.67**

Check Tendered: \$16666.67

Acct # 1077

**Change: \$0.00**

We appreciate your business!

ALL RETURNS MUST BE  
ACCOMPANIED BY RECEIPT.

Refunds or Exchanges must be completed  
within 30 days of original purchase.

ALL SALES ARE FINAL ON  
SALE ITEMS.



20463

THE ROBERT J CAPRONI & JOYCE N CAPRONI  
REVOCABLE TRUST  
846 BROADWAY  
SONOMA, CA 95476

16-49 70859  
1220

1077

DATE 9/8/2022

PAY TO THE  
ORDER OF

East City Museum

\$16,666.67

Sixteen thousand six hundred sixty-six +  $\frac{67}{100}$

DOLLARS



Security Feature  
Scanned  
Details on Back.



UnionBank

(800) 238-4488  
unionbank.com

FOR Caproni Trust Distribution

*[Handwritten signature]*

MP

**NEVADA MUSEUMS & HISTORY**

**Joe Lombardo** | Governor

**Myron Freedman** | Administrator

**Hollis J. Gillespie** | Director

**NEVADA STATE MUSEUM LAS VEGAS**

309 S. Valley View Blvd

Las Vegas, NV 89107

# NEVADA

## MUSEUMS & HISTORY



### NEVADA STATE MUSEUM, LAS VEGAS

REPORT TO THE  
BOARD OF MUSEUMS AND HISTORY March 9, 2023

**I. Private Funds Budget Summary B/A 5039**

**State Fiscal Year 2023**  
**12/31/2022**

	<b><u>GL /Cat#</u></b>	<b><u>SFY 2023</u></b> <b><u>Budget</u></b>	<b><u>Actuals</u></b> <b><u>YTD</u></b>	<b><u>Percentage</u></b> <b><u>YTD</u></b>
Cash From Prev Fiscal Year	2511	161,886	161,886	100.00%
Cash Bal Fwd New Fiscal Year	2512	0	0	0.00%

**Comparison of Revenues Budgeted/ Received:**

Photo Sales	4010	65	0	0.00%
Memberships*	4008	3,460	1,000	28.90%
Merchandise Sales*	4025	50,000	20,588	41.18%
Gifts & Donations	4251	2,000	342	17.10%
Private Grants	4265	15,000	966	6.44%
Treasurer's Interest	4326	1,500	479	31.92%
<b>Total Revenues:</b>		<b>\$72,025</b>	<b>\$23,374</b>	<b>32.45%</b>

**Comparison of Expenditures Budgeted/Expended:**

Administration	35	38,102	2,719	7.14%
Collections	39	1,000	0	0.00%
Natural History	47	1,500	0	0.00%
Board Appr Special Projects	48	121,584	3,003	2.47%
Museum Store*	49	30,617	8,855	28.92%
Special Projects (Restricted)	55	41,106	0	0.00%
<b>Total Expenditures:</b>		<b>\$233,909</b>	<b>\$14,577</b>	<b>38.53%</b>

**Revenue/Expenditure Comparison Narrative:**

Most of the variance between projected and year to date reflect the slow rate of hiring baseline staff positions. Fixed expenses are not fully matched by revenues, Yet, there has been increasing visitation and store sales from last July that are encouraging signs that we may end up in good territory by the end of fourth quarter. Moreover, in FY 23, approvals to begin hiring vacant positions were issued and hiring is expected to be completed by the end of 3rd quarte. This should position the museum better to fulfill revenue goals.

Report is through December 31,2022.

\* Further detail available in the identified sections.

II. Museum Store Sales

Gross store sales revenue comparison against three previous fiscal years.

Fiscal Year	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
FY 23	\$3,511	\$3,431	\$4,880	\$2,911	\$3,495	\$2,359							\$20,588
FY 22	\$3,386	\$4,234	\$3,633	\$3,586	\$5,900	\$2,761	\$2,752	\$5,571	\$6,158	\$6,008	\$6,369	\$4,688	\$55,045
FY 21	\$836	\$40	\$329	\$878	\$643	\$0	\$0	\$0	\$1,560	\$4,032	\$5,038	\$3,976	\$17,334
FY 20	\$4,133	\$4,975	\$2,843	\$4,191	\$2,944	\$5,726	\$3,939	\$4,431	\$3,163	\$0	\$0	\$0	\$36,344
YTD	\$3,511	\$6,942	\$11,822	\$14,733	\$18,229	\$20,588	\$0	\$0	\$0	\$0	\$0	\$0	\$20,588

YTD COMPARISON

103.69% 91.11% 105.06% 99.29% 87.90% 87.61% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

MONTHLY COMPARISON

103.69% 81.04% 134.32% 81.17% 59.25% 85.45% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

Store sales chart comparison against previous fiscal years.

Chart will be updated for next scheduled Board of Museums and History meeting.

Nevada State Museum Las Vegas  
Report to the Board  
March 9, 2023

Museum Store Profit and Loss Chart

<b>FY2023</b>	<b>Revenues</b>	<b>Expenditures</b>			<b>Total</b>	<b>Net</b>	<b>% Net</b>
		Merchandise	Personnel	Oper/Other	Expenditure	Profit (Loss)	Profit (Loss)
July	3,511	-	-	-	-	3,511	100.0%
August	3,431	-	-	-	-	3,431	100.0%
September	4,880	589	-	-	589	4,291	87.9%
October	2,911	778	-	-	778	2,133	73.3%
November	3,495	431	-	-	431	3,064	87.7%
December	2,359	-	-	7,057	7,057	(4,698)	(199.1%)
January	-				-	-	0.0%
February	-				-	-	0.0%
March	-				-	-	0.0%
April	-				-	-	0.0%
May	-				-	-	0.0%
June	-				-	-	0.0%
<b>FY23 Total</b>	<b>20,588</b>	<b>1,798</b>	<b>-</b>	<b>7,057</b>	<b>8,855</b>	<b>11,732</b>	<b>57.0%</b>
<b>FY22 Total</b>	<b>55,045</b>	<b>15,090</b>	<b>-</b>	<b>20,020</b>	<b>35,110</b>	<b>19,935</b>	<b>36.2%</b>
<b>FY21 Total</b>	<b>17,334</b>	<b>402</b>	<b>-</b>	<b>1,580</b>	<b>1,982</b>	<b>15,352</b>	<b>88.6%</b>
<b>FY20 Total</b>	<b>36,342</b>	<b>21,670</b>	<b>-</b>	<b>2,931</b>	<b>24,600</b>	<b>11,742</b>	<b>32.3%</b>

**Museum Store Sales Narrative:**

The late opening of the FY 23 Museum Store purchasing budget limited the amount of inventory purchases in the first quarter. Completing the second quarter, sales declined as the funding for the store Manpower employee was charged against the store budget. This had not been so before and was not anticipated. As a result, we may need to request additional budget authority to enable the store to purchase inventory for the remainder of the fiscal year. With the addition of an online store, and increased inventory, we expect a bounce in sales to recoup any recent declines.

**IV. Membership Program**

**Membership Figures**

**Memberships (new and renewals) chart comparison against previous fiscal years.**

Membership	<u>Qtr 1</u>		<u>Qtr 2</u>		<u>Qtr 3</u>		<u>Qtr 4</u>		<u>TOTAL</u>		<u>TOTAL</u>
Categories	<u>July - Sep</u>		<u>Oct - Dec</u>		<u>Jan - Mar</u>		<u>April - June</u>				
	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>Combined</u>
Individual	4	2	3	0					7	2	9
Family	6	2	7	2					13	4	17
Sustaining	0	1	0	2					0	3	3
Contributing	0	0	0	0					0	0	0
Patron	0	0	0	0					0	0	0
Benefactor	0	0	0	0					0	0	0
Senior	4	0	2	2					6	2	8
Student	0	0	0	0					0	0	0
<b>FY 23</b>	14	5	12	6	0	0	0	0	26	11	37
<b>FY 22</b>	3	8	5	15	3	4	9	17	20	44	64
<b>FY 21</b>	7	13	9	5	3	4	12	31	32	54	86
<b>FY 20</b>	18	41	7	23	6	15	0	31	31	110	141
<b>YTD</b>	14	5	26	11	26	11	26	11	26	11	37

**YTD COMPARISON**

466.67% 62.50% 325.00% 47.83% 236.36% 40.74% 130.00% 25.00%

**QUARTERLY COMPARISON**

466.67% 62.50% 240.00% 40.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Quarterly Comparison compares the current quarter of the current year against the same quarter in the previous year.



**Membership Sales**

Membership sales comparison against three previous fiscal years.

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	\$0	\$0	\$655	\$255	\$90	\$0							\$1,000
<b>FY 22</b>	\$0	\$370	\$180	\$370	\$120	\$230	\$135	\$240	\$140	\$110	\$410	\$80	\$2,385
<b>FY 21</b>	\$215	\$20	\$55	\$330	\$315	\$170	\$0	\$100	\$525	\$640	\$760	\$330	\$3,460
<b>FY 20</b>	\$940	\$885	\$745	\$2,190	\$2,105	\$1,070	\$521	\$129	\$380	\$0	\$0	\$0	\$8,965
<b>YTD</b>	\$0	\$0	\$655	\$910	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000

**YTD COMPARISON**

#DIV/0! 0.00% 119.07% 98.90% 96.14% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

**MONTHLY COMPARISON**

#DIV/0! 0.00% 363.69% 68.92% 75.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.  
Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Membership Program Narrative**

The museum membership program continues with slow improvement simply because there is no available staff to move this forward now. As the museum begins filling its multiple vacancies, membership will be a priority for a new Museum Attendant and Administrative Assistant 3, guided by the Administrative Assistant IV. Moreover, visitor choice of Springs Preserve Membership and a Museum Membership with reciprocal entry cannibalizes our ability to differentiate our unique mission and comparative benefits.

**V. Museum Attendance**

**Attendance chart comparison against three previous fiscal years.**

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	5106	4556	3493	3429	4027	2459	5325						28395
<b>FY 22</b>	1926	2287	3012	4382	4901	3444	3753	4562	4602	7064	6155	4228	50316
<b>FY 21</b>	350	0	204	0	0	0	0	0	128	2952	4247	2552	10433
<b>FY 20</b>	6709	6598	4774	7734	6502	4724	5131	6221	0	0	0	0	48393
<b>YTD</b>	5,106	9,662	13,155	16,584	20,611	23,070	28,395	0	0	0	0	0	28,395

**YTD COMPARISON**

265.11% 229.34% 182.08% 142.88% 124.85% 115.63% 119.78% 0.00% 0.00% 0.00% 0.00% 0.00%

**MONTHLY COMPARISON**

265.11% 199.21% 115.97% 78.25% 82.17% 71.40% 141.89% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Attendance Receipts**

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	\$0	\$53,740	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53,740
<b>FY 22</b>	\$53,172	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53,172
<b>FY 21</b>	\$53,172	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53,172
<b>FY 20</b>	\$53,172	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53,172
<b>YTD</b>	0	53,740	0	0	0	0	0	0	0	0	0	0	53,740

**YTD COMPARISON**

0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

**MONTHLY COMPARISON**

0.00% #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Museum Attendance Narrative:**

Museum Attendance shows the highest levels of visitors since the pandemic. While still not on par with FY20, given the limit to programs and events resulting from staff vacancies, the museum has recovered nicely. Another positive note, we confirmed our March teacher open house which usually attracts upwards of 150 new teachers to introduce them to the museum and school programs. We're holding our own despite not having a Learning and Community Engagement curator to champion our outreach efforts. I think once that person is in place, and can re-establish promotional and programming processes with the community and with our new Carson City PR people, I think patronage will take off. We've hung in there without the needed resources, so imagine what will happen when we have someone really focused on it!

**VI. Fundraising Activities:**

We continue to work closely with the Friends of the Nevada State Museum, Las Vegas to focus fundraising efforts. Last Quarter, we reported the largest grant ever to be used for transporting Museums in a Box to K-12 Classrooms. We can verify that last year, we engaged with nearly 23,000 students through the MIAB program- and yet this undercounts the number of teachers that share their 'boxes" with other classrooms that are not part of the census. The Friends also recieved a \$10,000 grant from a private foundation with offices in Hawaii, California, and Nevada to be restricted to museum education. Meanwhile, with Josef Diaz on board, he and I have begun to meet with prospective community leaders and donors to position the museum for future awards. We know that the Nevada State Bank intends to make an unrestricted donation to the museum, probably in the third quarter.

## VII General Museum Activities

### Curatorial Report

Josef Diaz, Curator of History and Material Culture continues to do research and planning of two exhibits scheduled for this summer and next year. They are **Liberace: Real and Beyond** opening in June of 2023 and **The Old Spanish Trail** opening in January 2024. There will be a robust schedule of public programs to accompany each exhibit.

A search for a new museum registrar was conducted in January and a new hire should be in place by late February 2024.

A case exhibit is being developed with the material that belonged to Gloria Dey – the first magician to perform on The Strip in the 1940s. This will open May 2023.

Several photo requests were completed that included Boyd productions, CNN, and ABC News Studios.

### Facilities Report

In late October, early November, a transformer serving the entire Springs site failed owing to rodent damage. To repair the issue, the museum had to undergo several full power cuts. Even though the shutdowns were staged properly by Springs Electricans, the museum has had a cascade of electrical failures and subsequent supply chain problems getting parts for repair. The Springs experts say there is no connection between the power failure and our cascade of electrical/mechanical problems, we are dealing with several critical building functions being removed from service. For example, there has been no passenger elevator since early November, The fire risers power pump failed and that took multiple contractor visits and delays to normalize and return to code. An important building generator burned out and needed an emergency call out to restore. Some of these issues have been fixed but others, including the elevator remain out of order.

The multi million dollar central plant replacement project convened in December to review final plans for construction and staging. The general contractor, US Mechanical began work the first week of Jan 23 and hope to have all elements substantially complete by Summer, depending on any shipping delays.

**NEVADA MUSEUMS & HISTORY**

**Joe Lombardo** | Governor

**Myron Freedman** | Administrator

**Joshua Bonde Ph.D.** | Director

**NEVADA STATE MUSEUM**

600 North Carson Street

Carson City, NV 89701

# NEVADA

## MUSEUMS & HISTORY



## NEVADA STATE MUSEUM

REPORT TO THE  
BOARD OF MUSEUMS AND HISTORY March 9, 2023

### **I. Private Funds Budget Summary B/A 5036**

**State Fiscal Year 2023**  
**12/31/2022**

	<b><u>GL /Cat#</u></b>	<b><u>SFY 2023</u></b> <b><u>Budget</u></b>	<b><u>Actuals</u></b> <b><u>YTD</u></b>	<b><u>Percentage</u></b> <b><u>YTD</u></b>
Cash From Prev Fiscal Year	2511	605,095	605,095	100.00%
Cash Bal Fwrđ New Fiscal Year	2512	0	0	0.00%

**Comparison of Revenues Budgeted/ Received:**

Facilities Charg	3801	4,450	1,670	37.53%
Anthropology Fees	3871	60,000	2,467	4.11%
Coin Press Sales	3872	200,000	6,924	3.46%
Memberships*	4008	20,760	12,121	58.39%
Photograph Sales	4010	2,945	598	20.31%
Merchandise Sales*	4025	177,964	86,639	48.68%
Gifts & Donations	4251	4,228	3,919	92.69%
Private Grants	4265	25,000	11,683	46.73%
Treasurer's Interest	4326	2,836	1,771	62.43%
Outside Bank Acct (MS)	4454	10,868	10,868	100.00%
<b>Total Revenues:</b>		<b>\$509,051</b>	<b>\$138,659</b>	<b>27.24%</b>

**Comparison of Expenditures Budgeted/Expended:**

Anthropology	37	15,000	571	3.81%
Natural History	39	10,000	250	2.50%
Administration	41	59,901	3,622	6.05%
Education	42	6,542	4,602	70.35%
Exhibits	43	15,000	5,461	36.41%
History	45	18,648	2,012	10.79%
Board Appr Special Projects	48	415,662	0	0.00%
Museum Store*	49	185,297	71,705	38.70%
Coin Press	50	74,928	100	0.13%
Special Projects (Restricted)	55	182,209	30,323	16.64%
Restr Collection Storage Maint	56	130,959	3,184	2.43%
<b>Total Expenditures:</b>		<b>\$1,114,146</b>	<b>\$121,830</b>	<b>10.93%</b>



At the conclusion of Q2 overall revenue is at ~27% of projections, this is due in large part to Coin Press #1 being down the entire year thus far. The limited revenue from the Coin Press Program is the Museum Store purchasing existing inventory from the program. Despite not having the Coin Press activity revenue, the Museum Store is performing to projections, and membership revenue is exceeding projections. The Museum is open 5 days a week and word is getting out that the Museum is open on Sundays. The Museum store is also seeing an uptick in sales on Sundays with the increase in attendance. Although revenue is down, the Museum expenditures fell well within the existing revenue.

Report is through December 31, 2022.

\* Further detail available in the identified sections.

II. Museum Store Sales

Gross store sales revenue comparison against three previous fiscal years.

<u>Fiscal Year</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 2023</b>	\$11,053	\$17,168	\$17,911	\$12,822	\$17,059	\$10,626							\$86,639
<b>FY 2022</b>	\$24,757	\$29,777	-\$21,384	\$6,694	\$9,388	\$6,228	\$8,089	\$14,220	\$16,158	\$13,638	\$16,444	\$14,152	\$138,162
<b>FY 2021</b>	\$26,205	-\$779	\$22,992	-\$13,098	\$33,232	\$3,044	\$6,926	\$15,963	\$11,946	\$13,451	\$32,779	\$25,302	\$177,964
<b>FY 2020</b>	\$28,512	\$81,778	\$29,889	\$16,118	\$18,073	\$14,698	\$7,092	\$17,194	\$3,879	\$0	\$0	\$3,099	\$220,331
<b>YTD</b>	\$11,053	\$28,221	\$46,132	\$58,954	\$76,013	\$86,639	\$86,639	\$86,639	\$86,639	\$86,639	\$86,639	\$86,639	\$86,639

**YTD COMPARISON**

44.65% 51.75% 139.16% 147.96% 154.40% 156.22% 136.33% 111.40% 92.24% 80.55% 69.86% 62.71%

**MONTHLY COMPARISON**

44.65% 57.65% -83.76% 191.55% 181.70% 170.61% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

Store sales chart comparison against previous fiscal years.

Chart will be updated for next scheduled Board of Museums and History meeting.

Nevada State Museum  
Report to the Board  
March 9, 2023

Museum Store Profit and Loss Chart

<b>FY2023</b>	<b>Revenues</b>	<b>Expenditures</b>				<b>Total</b>	<b>Net</b>	<b>% Net</b>
		Merchandise	Personnel	Oper/Other	Expenditure		Profit (Loss)	Profit (Loss)
July	11,053	-	1,720	-	1,720	9,333		84.4%
August	17,168	-	4,208	-	4,208	12,960		75.5%
September	17,911	7,558	6,084	1,594	15,237	2,675		14.9%
October	12,822	14,556	4,351	930	19,837	(7,015)		(54.7%)
November	17,059	9,747	4,349	2,092	16,189	870		5.1%
December	10,626	9,348	4,424	743	14,514	(3,888)		(36.6%)
January	-				-	-		0.0%
February	-				-	-		0.0%
March	-				-	-		0.0%
April	-				-	-		0.0%
May	-				-	-		0.0%
June	-				-	-		0.0%
<b>FY23 Total</b>	<b>86,639</b>	<b>41,210</b>	<b>25,137</b>	<b>5,359</b>	<b>71,705</b>	<b>14,933</b>		<b>17.2%</b>
<b>FY22 Total</b>	<b>138,162</b>	<b>58,450</b>	<b>63,695</b>	<b>5,961</b>	<b>128,106</b>	<b>10,056</b>		<b>7.3%</b>
<b>FY21 Total</b>	<b>177,964</b>	<b>59,764</b>	<b>64,778</b>	<b>2,808</b>	<b>127,350</b>	<b>50,614</b>		<b>28.4%</b>
<b>FY20 Total</b>	<b>220,331</b>	<b>79,293</b>	<b>68,694</b>	<b>9,598</b>	<b>157,585</b>	<b>62,746</b>		<b>28%</b>

### Museum Store Sales Narrative:

The Museum Store is continuing to build strong relationships with local vendors, bringing in new merchandise. Signing up new vendors.

The Store has put more effort into logo merch and working with staff on new labels, images and descriptions of new products. The Store is bringing in merchandise that relates to Nevada and to our Museum. The Store Manager is keeping the store open after-hours during lectures and special events. The Store is having special sales, and promotions on social media. The Store staff constantly rotate Store merchandise and work to engage with customers to create a welcoming atmosphere. The Store staff are doing a good job of keeping the shelves stocked with an eye towards having something for everyone.

The Museum Store out performed last years Q2 numbers, nearly doubling sales over FY22. The only year which outperforms the FY23 Q2 sales is FY20, pre-pandemic. Revenue is down slightly from Q1 due to a number of purchase orders being placed to restock merchandise. Overall the Museum Store is still 17% profitable on the year and staying on pace with sales projections, despite Coin Press No. 1 being down the entire year. Once Coin Press No. 1 is back in service I expect Store revenues to rapidly exceed projections.

### New Products:

New confection and Logo'd Mug



3-D historic Mint ornament



New local sourced apparel



**IV. Membership Program**

**Membership Figures**

**Memberships (new and renewals) chart comparison against previous fiscal years.**

Membership	<u>Qtr 1</u> <u>July - Sep</u>		<u>Qtr 2</u> <u>Oct - Dec</u>		<u>Qtr 3</u> <u>Jan - Mar</u>		<u>Qtr 4</u> <u>April - June</u>		<u>TOTAL</u>		<u>TOTAL</u>
Categories	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>Combined</u>
Individual	3	25	5	10					8	35	43
Family	14	53	14	36					28	89	117
Sustaining	2	16	4	13					6	29	35
Contributing	0	2	0	1					0	3	3
Patron	1	1	0	0					1	1	2
Benefactor	0	2	0	2					0	4	4
Senior	19	69	9	30					28	99	127
Student	0	0	0	0					0	0	0
<b>FY 23</b>	<b>39</b>	<b>168</b>	<b>32</b>	<b>92</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>71</b>	<b>260</b>	<b>331</b>
<b>FY 22</b>	<b>28</b>	<b>36</b>	<b>33</b>	<b>53</b>	<b>56</b>	<b>196</b>	<b>31</b>	<b>94</b>	<b>148</b>	<b>379</b>	<b>527</b>
<b>FY 21</b>	<b>34</b>	<b>60</b>	<b>13</b>	<b>89</b>	<b>21</b>	<b>91</b>	<b>23</b>	<b>87</b>	<b>91</b>	<b>327</b>	<b>418</b>
<b>FY 20</b>	<b>59</b>	<b>122</b>	<b>26</b>	<b>101</b>	<b>65</b>	<b>137</b>	<b>0</b>	<b>0</b>	<b>150</b>	<b>360</b>	<b>510</b>
<b>YTD</b>	<b>39</b>	<b>168</b>	<b>71</b>	<b>260</b>	<b>71</b>	<b>260</b>	<b>71</b>	<b>260</b>	<b>71</b>	<b>260</b>	<b>331</b>

**YTD COMPARISON**

139.29% 466.67% 116.39% 292.13% 60.68% 91.23% 47.97% 68.60%

**QUARTERLY COMPARISON**

139.29% 466.67% 96.97% 173.58% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Quarterly Comparison compares the current quarter of the current year against the same quarter in the previous year.

### Membership Sales

Membership sales comparison against three previous fiscal years.

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	\$195	\$5,915	\$915	\$475	\$2,328	\$2,294							\$12,121
<b>FY 22</b>	\$760	\$785	\$1,800	\$705	\$2,240	\$1,275	\$2,535	\$4,380	\$4,925	\$1,955	\$1,710	\$1,295	\$24,365
<b>FY 21</b>	\$995	\$395	\$1,380	\$4,870	\$430	\$1,420	\$875	\$1,420	\$1,790	\$2,390	\$2,140	\$2,655	\$20,760
<b>FY 20</b>	\$1,545	\$4,360	\$1,840	\$2,355	\$835	\$1,695	\$3,405	\$1,835	\$5,245	\$0	\$0	\$0	\$23,115
<b>YTD</b>	\$195	\$6,110	\$7,025	\$7,500	\$9,828	\$12,121	\$0	\$0	\$0	\$0	\$0	\$0	\$12,121

### YTD COMPARISON

389.74% 395.47% 210.01% 185.19% 156.24% 160.23% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

### MONTHLY COMPARISON

25.66% 753.50% 50.83% 67.38% 103.92% 179.89% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Membership Program Narrative**

We had 9 Upgraded Memberships during the Quarter: 4-Family, 4-Sustaining & 1 Senior (Added Spouse for \$40 Membership vs. \$20). Membership numbers remain strong, especially renewal numbers. During Q2 we hosted a Members-only reception for the reintroduction of the Fremont Cannon going back on display. We are trying to add more members exclusive content to increase the value of membership.

**V. Museum Attendance**

**Attendance chart comparison against three previous fiscal years.**

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	2,911	2,581	2,360	3,769	2,632	1,373							15,626
<b>FY 22</b>	3,360	2,069	1,353	1,654	1,657	906	990	1,251	1,798	2,472	2,307	2,573	22,390
<b>FY 21</b>	1,567	1,338	1,380	1,250	240	581	716	943	1,323	1,553	1,886	2,452	15,229
<b>FY 20</b>	4,781	3,204	2,901	5,509	2,436	1,373	1,678	3,579	1,065	890	410	350	28,176
<b>YTD</b>	2,911	5,492	7,852	11,621	14,253	15,626	0	0	0	0	0	0	15,626

**YTD COMPARISON**

86.64% 101.16% 115.78% 137.75% 141.22% 142.07% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

**MONTHLY COMPARISON**

86.64% 124.75% 174.43% 227.87% 158.84% 151.55% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Attendance Receipts**

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	\$16,917	\$22,028	\$16,410	\$15,050	\$11,335	\$5,440							\$87,180
<b>FY 22</b>	\$16,134	\$15,624	\$7,280	\$7,888	\$9,916	\$3,716	\$8,020	\$7,470	\$11,916	\$12,270	\$11,790	\$17,930	\$129,955
<b>FY 21</b>	\$8,256	\$8,368	\$8,592	\$8,656	\$1,432	\$2,856	\$3,552	\$4,778	\$7,408	\$9,236	\$10,572	\$18,387	\$92,093
<b>FY 20</b>	\$23,060	\$18,236	\$19,712	\$14,936	\$8,184	\$6,484	\$10,172	\$14,184	\$6,048	\$0	\$0	-\$2,103	\$118,913
<b>YTD</b>	16,917	38,945	55,355	70,405	81,740	87,180	0	0	0	0	0	0	87,180

**YTD COMPARISON**

104.85% 122.63% 141.80% 150.03% 143.80% 143.96% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

**MONTHLY COMPARISON**

104.85% 140.99% 225.40% 190.79% 114.31% 146.39% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.



**Museum Attendance Narrative:**

Attendance is significantly up from last year. Strong attendance numbers are on pace to surpass pre-COVID numbers. With the increase in attendance costs and the increased foot traffic Q2 admissions revenue surpassed FY22 Q2 by approximately \$10,000; and year to date FY23 is out performing FY22 by approximately \$25,000. Increased presence on social media, being open an additional day of the week, and post-COVID reemergence could all be contributing factors to the success at the front door.



**VI. Fundraising Activities:**

Towards the end of December we put out an Annual Appeal Letter to 1,200 contacts of the Museum. The letter was an appeal to help the incoming Exhibits Manager have seed funds for new projects. As of the end of December the annual appeal had raised ~\$6,000.

The Museum applied for a Nevada Humanities Grant to support cultural programming and was awarded \$7,250!



## **VII General Museum Activities**

### **Personnel**

Custodian 2 Seth Johnson began in September; Exhibits Manager Laurel Weil was promoted from Exhibits Preparator 2 in December. Searches for the Curator of Education neared completion.



*New personnel: Exhibits Manager Laurel Weil  
in the Ghost Town exhibit*

### **Education and Outreach**

The education team continued to welcome school groups in for tours of the NSM and the Capitol Building. Education staff also ran two Family Fun Saturday events.

Education team volunteers have continued to run tours for the public of the Capitol.

### **Events**

For Q2 the Museum hosted 2 Francis Humphrey Lectures

On the Trail of the Jackalope, Michael Branch

The Silver State goes to War, Ken Beaton and Steve Ranson

Both lectures were well attended and received. The FHLS continues to be hosted in the Dema Guinn Concourse.

A lively Nevada Day was celebrated at the Museum with the Saturday Free Day seeing attendance for the day near 1,200 visitors!

In early November the Museum hosted Dia de los Muertos. The event included a Friday evening presentation of 9 community Offrendas with live music. Saturday festivities included live performances by 5 local dance and musical groups. It was a free day for the Museum and we hosted 813 guests over the two day event. A huge success and celebration of Mexican-American Culture.



Left: Dancers at the Dia de los Muertos event  
Right: Fremont Cannon back on display



Curator's Corners were presented in October and November and featured Dr. George Baumgardner discussing bats, & Dr. Gene Hattori discussing the Fremont Cannon.

A members and VIP only exhibit opening event was held in November with an amazing turnout of over 150 guests.



Guests enjoying the Fremont Cannon Reception

#### **Exhibits Department**

Installed Fremont Cannon (including text panels)

Dayton GATE visit created and presented lesson plan for building exhibits and attended subsequent school museum opening

Helped with Nevada Day (text panels for the Mansion, Coin Press signs, and help on the day), assisted with transport and installation of objects and text panels

Curator's Corner sign

Set up/take down for Día de los Muertos

Assisted with wrap up NV Humanities grant

General exhibit maintenance: Changing lights and inventory/ordering lights, repaired prospector button in Ghost Town, repaired mine exhibit rock wall, repaired bighorn sheep touch exhibit

Worked with facilities to replace fluorescent lighting and wiring in Ghost Town with LED light fixtures and new wiring.  
Mint History exhibit (printing, mounting panels), researching and consulting with vendors for materials for timeline  
Planning Basketry Gallery & preparing space for exhibit: Facilitated LED retrofit for 5 fiber optic projector units for Glass Bahaun cases with Briggs Electric, worked with facilities to move fire extinguisher and security light, paint, texture and patch walls. researching and consulting with vendors for materials for mounts etc.  
Recorded, edited, and posted 2 Curator's Corner episodes to YouTube Channel: Prehistoric Giant Sloths & Fortuny Gown  
Formatted, rendered, and posted 2 Frances Humphrey recordings to YouTube channel  
Replaced lights, repaired, and painted 2 store display cases for museum store  
Created CAD plan of South Gallery

### **History Department**

#### **SUMMARY**

Steady work with loans, accessions, donation offers, and research requests. Attend meetings, candidate presentations, contribute to Social media and Curator's Corner's, pull artifacts for Josh's media presentations.

#### **ACCESSIONS**

Accessions = 11, Objects = 9735 (CRM accessions account for 9676 objects)

#### **LOANS**

Loans Current = 54

PAST PERFECT - PastPerfect Records updated = 3608

#### **MANPOWER & VOLUNTEERS**

Manpower workers: Eileen Lavelle, Gabi Fernandez, Cathleen Allison

Volunteer hours: 12, Peggy Sweetland

#### **October Highlights**

Stewart airport exhibit loan

Governor's Mansion Nevada Day loan

Assist Resource Concepts with history research and material regarding Lee/Guild house, which burned October 19<sup>th</sup>.

#### **NMA Conference**

Had Halsey Saddle and Martingale treated and polished

#### **November Highlights**

Continue with inventory and re-housing artifacts.

AAM work

December Highlights

- Strategic Plan drafting
- Work with Laurel to begin clearing out Upper South Gallery
- Work on Governor’s Mansion and Governor’s Office Loans.

Marjorie Russel Textile Research Center

BEHIND THE SCENES, TOURS AND PROGRAMS

- Meet w NSM Friends – 1920s fashions – 10 people
- Antique Quilt guild – 7 people

CONSULTATIONS/REQUEST REQUESTS

- Janet Anders – Coptic textiles
- Pam Elder –
- Lorraine - Winters family clothing
  
- Muriel Dickey – military uniforms
- Denise Koster – quilts
- Dina Wood – UNR student
- Vicki Ford – Caughlin artifacts
- Stephanie Fry – Harrah’s Auto Museum

SOCIAL MEDIA/CURATOR’S CORNER

- Paper dresses, 1902s beaded dresses

GRANTS

LOANS ANDS EXHIBITION ASSISTANCE

- Remove existing garments and replace w new garments in Nevada Stories
- Assisted Carson City Historical Society w mannequins/mounting costumes
- First Lady Presents – mount and install mannequin, Gov Mansion

COLLECTIONS

... . . . . .

Work on numbering and chronologically organizing garments  
Past Perfect – de-accession list  
Work w Registrar on finding/identifying/photographing artifacts

#### PROJECTS

Re-do previous purchase orders for Steel Fixture cabinetry  
Unload and install 9 Steel Fixture cabinets  
Manpower application for Aurora Dansie

#### MEETINGS

Attended International Council of Museums (ICOM) conference – Prague, Czech Republic

#### **Anthropology Quarterly Report October – December 2022**

##### **Anna**

##### NAGPRA

Repatriated five individuals to the Lovelock Tribe  
Repatriated one individual to Washoe Tribe  
Met with the Lovelock Paiute Tribe to meet with THPO (NAGPRA)  
Met with Rochanne Down's UNR NAGPRA Coordinator  
Met with Debra Brastoff to discuss NHS' NAGPRA repatriations  
Met with Carolyn White UNR Anthropology Museum Director to discuss NAGPRA  
Meeting with Madeline Van der Voort (BLM) to discuss Assistance Agreement and NAGPRA

##### Other Activities

Social Media Posts-4  
Assisted VA Recreational Therapy group to photograph vault basketry  
Assisted Crysta Burr from VA with Women Veteran's photo exhibit  
Guest lecture at UNR on NAGPRA (People's and Cultures class with Madalina Alama)  
Guest Lecture at UNR on Museum work and NAGPRA (Cultural Anthropology with Christine Johnson)  
Guest Lecture at UNR on Museum work and NAGPRA (Museum Collections class with Carolyn White)

##### **Rachel**

Prepare NSM's Final Report for FY22 NV Humanities grant.  
Prepare for Lei Day.  
Prepare social media post-1

##### **Gene**

Fremont Cannon: talk at Osher Lifelong Learning Institute, Curator's Corner, and Social Media post

##### **Anna, April, Gene**

Behind the Scenes basketry tours-8+

##### **Natural History Department**

Behind the Scenes tours for the Museum Studies Class from UNR.

Prepared an article for the NSM Newsletter regarding the bat research I help with in September.

Gave Curators Corner presentation attended by approximately 20 visitors.

Began updating NSM Emergency Response Plan

Assisted NDOW and NDOM with bat surveys

#### **Facilities Department**

Quarterly Report: October, November, and December 2022

Facilities Department had a busy quarter. HVAC units were all serviced for the coming winter months at all locations. All heaters are operational. Exterior grounds are being maintained for the winter weather. Part-time Security Officer position was posted. Interviews will begin in January. The museum attendance is picking up on Sundays.

The main goal for this quarter is winterizing. With the wet weather, facilities staff are checking all prone leaking areas. Resealing where needed. Extra sandbags were filled and on standby in case of major flooding. A few sandbags were placed as a precautionary. On the interior, we are continuing to go through the facility everyday disinfecting all common areas. Doing our part to maintain a safe environment for our visitors.

Below is a brief breakdown for the quarter:

#### **October:**

##### **Facilities:**

- Rooftop HVAC quarterly servicing
- Orkin pest control monthly service
- Koch elevators monthly service
- Prepare for Nevada Day (Friday and Saturday)

##### **Admissions:**

- Weekend average is 150-175 visitors
- Nevada Day weekend (Friday & Saturday) visitation
  - 550 on Friday
  - 1100 on Saturday

#### **November:**

##### **Facilities:**

- Orkin pest control monthly service
- Koch elevator monthly service
- Quarterly emergency generator service and test
- Fire Suppression System deficiencies, retested and corrected
- Fremont Cannon Event



Admissions:

Weekend average is 125 – 150 visitors

Thanksgiving weekend (Friday through Sunday) 150 visitors each day

December:

Facilities:

Orkin Pest Control monthly service

Koch Elevator monthly service

Interior Fan coil units filter change (27 units)

Snow removal (all three facilities)

Monitoring power outage in the area for all three locations

Admissions:

Weekend average is 100-150 visitors

Christmas Eve and New Year's Eve visitation 150-200 visitors

**Research**

*Collaborative*

Curator of Natural History Dr. Baumgardner participated in a bat survey at Fort Churchill State Park

*Papers/Abstracts*

Dr. Gene Hattori and Dr. Anna Camp

**Camp, A., Hattori, E., and Barker, P.** 2022, Fiber Artifacts, in Geoff Smith eds. In the Shadow of the Steamboat: A Natural and Cultural History of North Warner Valley Oregon, University of Utah Anthropological Papers #137.

Dr. Joshua Bonde

**Bonde, J., Hall, B., Krumenaker, L., and Varricchio, D.,** 2022, Nevadadromeus schmitt (gen. et sp. nov.), a New Basal Neornithischian with affinities to the Thescelosaurinae, from the Upper Cretaceous (Cenomanian) Willow Tank Formation of southern Nevada, Journal of the Arizona-Nevada Academy of Science, v. 50 pp. 1-8.

Fetrow, A., Snell, K., Di Fiori, R., Long, S., **Bonde, J.,** and Suarez, M., 2022, Mid-Cretaceous Sevier Hinterland at Low Surface Elevation based on Carbonate Clumped Isotopes, Geological Society of America Abstracts with Programs, v. 54 (5).

**Mission**

The Nevada State Museum engages diverse audiences in understanding and celebrating Nevada's natural and cultural heritage.

The museum preserves heritage for long-term public benefit.

The museum presents heritage through unique and authentic educational experiences, enhanced by an environment of comfort, interaction, and inspiration.

Audiences learn what makes Nevada special. They gain stronger identity, connection, and validation. They develop a broader point of view and a sense of responsibility.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
FOR LESS THAN \$50,000**

A Contract Between the State of Nevada  
Acting by and Through its

Agency Name:	Division of Museums and History, Nevada State Museum Carson City
Address:	412 East Musser Street
City, State, Zip Code:	Carson City, NV 89701
Contact:	Daphne O. DeLeon, Administrative Services Officer
Phone:	775-687-7340 ext. 302
Fax:	775-687-4333
Email:	dadeleon@nevadaculture.org

Contractor Name:	Custom Sign Service
Address:	3350 Centennial Park
City, State, Zip Code:	Carson City, NV 89706
Contact:	Ken Skogerson
Phone:	775-220-1314
Fax:	
Email:	ken@customsignservice.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 7, Contract Termination*. Contracts requiring approval of the Nevada Board of Examiners or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

Effective from:	Upon Approval	To:	April 30, 2023
-----------------	---------------	-----	----------------

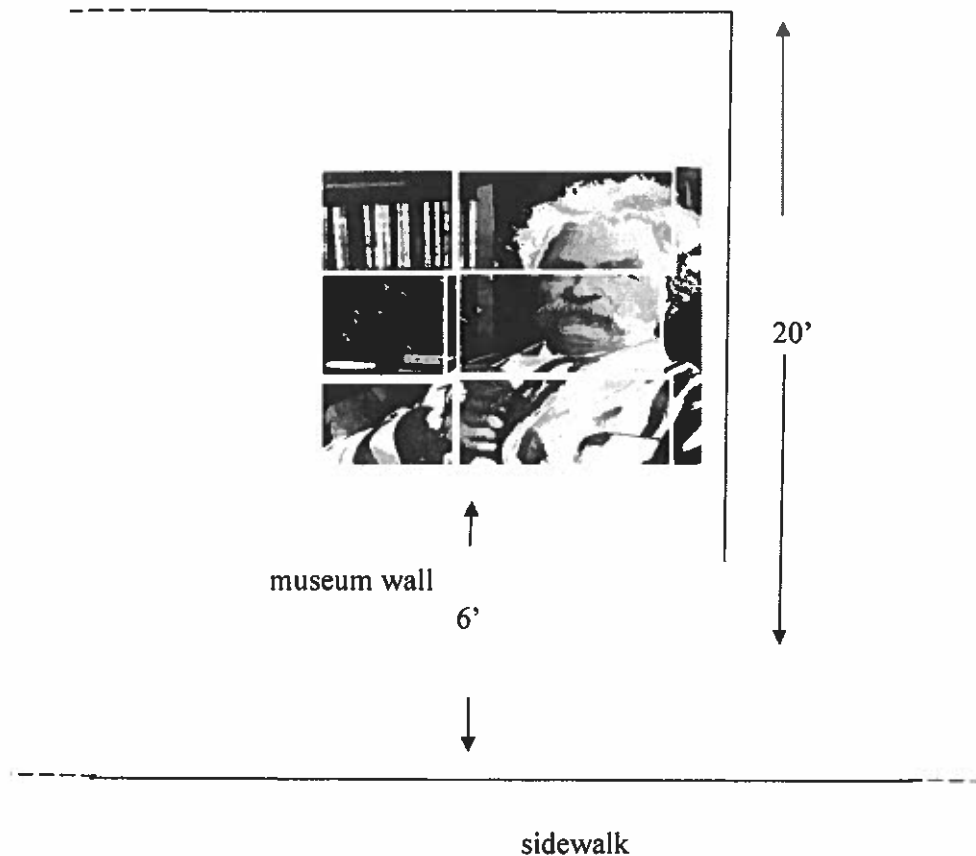
- NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

3. **SCOPE OF WORK.** The Scope of Work is described below, which is incorporated herein by reference:

**DESCRIPTION OF SCOPE OF WORK:**

**Services to be Provided:**

- Installation of six 4' x 8' aluminum composite panels that have been painted by an artist which together will comprise a mural 16' wide by 12' tall
- The mural is to be installed on the Robinson Street south facing exterior wall of the Nevada State Museum in Carson City, NV. The mural is to be installed in the upper section of this exterior wall so that it sits six feet above the sidewalk line (please refer to the attached illustration). The exterior wall surface where it will be installed is a newer addition to the museum that is a CMU masonry wall with EIFS



**Processes:**

- Installation will require a lift capable of extending to the top of the museum wall which has height of 20 feet
- Installation must use industry standard bolts or anchors suitable for the Museum's CMU masonry wall with EIFS insulation
- We also require a sealant around each anchor point to prevent any moisture from entering between the EIFS foam and the CMU block

**Information Required:**

- Please provide details on the type of anchor installation hardware to be utilized
- How anchors or bolts will be secured
- Where and how many anchors or bolts will be installed
- The type of sealant to be used and where it will be applied

An Attachment must be limited to the Scope of Work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachment. This Contract incorporates the following attachment.

ATTACHMENT AA:	CONTRACTOR'S PROPOSAL
----------------	-----------------------

5. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$	per	
----	-----	--

Total Contract or installments payable at:	
--	--

Total Contract Not to Exceed:	\$659.56
-------------------------------	----------

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated Attachments (if any). Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

6. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
7. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.
8. **CONTRACT TERMINATION.**
- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 2, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.

- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State

Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

C. **Termination with Cause for Breach.** A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under *Subsection 7D*. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. **Time to Correct.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 2, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under *Subsection 7C*, above, shall run concurrently, unless the notice expressly states otherwise.

9. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

10. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

11. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this Contract, or any alleged negligent or willful acts or omissions of

Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

12. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

13. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to Contractor's automobile and general liability policies, the State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.

A. Workers' Compensation and Employer's Liability Insurance.

- 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.

B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- |  |             |
|--|-------------|
| 1) General Aggregate                         | \$2,000,000 |
| 2) Products – Completed Operations Aggregate | \$1,000,000 |
| 3) Personal and Advertising Injury           | \$1,000,000 |
| 4) Each Occurrence                           | \$1,000,000 |

*Mail all required insurance documents to the Contracting Agency identified on page one of the Contract.*

14. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

15. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

16. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.

17. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.

18. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

19. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
  
20. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
  
21. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its Scope of Work constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the "not to exceed" value *Section 4, Consideration* equals or exceeds \$50,000. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

*Kenneth Skogerson*

2/10/2023

Ken Skogerson

Date

Custom Sign Service

*Josh Bonde*

2/10/2023

Josh Bonde

Date

Nevada State Museum Carson City Director

*Myron Freedman*

2/10/23

Myron Freedman

Date

Nevada Division of Museums and History Administrator

Robert Stoldal

Date

Nevada Board of Museums & History Chair

Approved as to form by:

*H. B. Ward*

Deputy Attorney General for Attorney General

On:

Date



## ATTACHMENT AA: CONTRACTOR'S QUOTE

### Estimate #146

**Billing Address**

Debra Soule  
dsoule@visitcarsoncity.com  
+1 775 283 7498

**Service Address**

Debra Soule  
dsoule@visitcarsoncity.com  
+1 775 283 7498

**Send Payment To**

Custom Sign Service  
3350 centennial park  
Carson city Nevada 89706  
+17752201314  
ken@customsignservice.com  
88-2823254

<b>Estimate Date</b>	04/01/23
<b>Total</b>	\$659.56
<b>Payments</b>	\$0.00
<b>Balance</b>	\$659.56

### Scope of Work

We are looking for a qualified installer to install an artist-painted mural that is composed of six 4' x 8' aluminum composite panels. It is to be installed on an exterior wall of the Nevada State Museum in Carson City in early April, 2023.

### Charges

Item	Description	Unit Cost	Tax	Quantity	Line Total
T & M Labor	2 Technicians to unpackage, install in April. 6 panels @ Nevada State Museum. Start: April 2023	\$85.00	×	7.0	\$595.00
T & M Material	Hardware bolts + sealant needed to install 6 panels. *non-corrosive, galvanized anchors bolts	\$60.00	✓	1.0	\$60.00
				Subtotal	\$655.00
				Tax	\$4.56
				<b>Total</b>	<b>\$659.56</b>

### Notes

### Terms

Net 30



3/1/2023

## MEMORANDUM

To: Board of Museums and History

From: Joshua Bonde, Director

Re: Request for Free Admission Event

The Northern Nevada Science and Technology Festival is a region-wide event to bring awareness to the public of STEM and STEAM fields in the region. It is organized by an association of government and non-profit organizations along with industry representatives. In years past festivities have centered around the Reno/Sparks area, this year the organizers would like to expand to Carson City and other surrounding communities. On the evening of April 28<sup>th</sup> we would like to host a free to the public "Science is Everywhere" event. The event would be from 4:00 pm-8:00 pm so families could come in after parents get off work. In our main concourse we would present small table top science demonstrations/crafts, and welcome our other Carson City museums to attend and participate as they see fit.

Thank you for the consideration,

Joshua Bonde Ph.D  
Museum Director

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Stoldal, Board Chairman



# Memo

**Date:** February 3, 2023

**To:** Robert Stoldal, Chairman  
Board of Museums & History

**From:** Josh Bonde, Director  
Nevada State Museum – Carson City

**Re:** New Restricted Donation

The Nevada State Museum, Carson City, has received a \$1,000 restricted donation for the Education Department.

The donated funds have been disbursed to the Museum with restriction to use the Education Department in support of its outreach and programming activities. These funds will be deposited into BA 5036 Cat. 55.

Approval: \_\_\_\_\_

Chairman, Board of Museums & History

Date





# Memo

**Date:** February 27, 2023

**To:** Robert Stoldal, Chairman  
Board of Museums & History

**From:** Josh Bonde, Director  
Nevada State Museum – Carson City

**Re:** New Restricted Donations

The Nevada State Museum, Carson City, to-date between 12/23/22 and 2/22/23, has received \$12,155 in restricted donations through its Annual Appeal Drive benefitting the Museum's Exhibits department.

The funds have been deposited into Budget Account 5036, Restricted Funds Category 55 under Project Code 3615 for Exhibits.

Approval: \_\_\_\_\_

Chairman, Board of Museums & History      Date

Nevada State Museum

600 N. Carson Street  
Carson City, NV  
775-68874810x244

1/5/2023 2:36:59 PM      Receipt #: 28239      WS: 2

SKU	QTY	PRICE	EXT PRICE
100032	1	\$50.00	\$50.00

Orig: \$50.00

1 Unit(s)	Subtotal:	\$50.00
<b>RECEIPT TOTAL:</b>		<b>\$50.00</b>

VISA	Credit Card	Tendered: \$50.00
------	-------------	-------------------

A.1  .....  $\{0, 1\}^k$ ,

Author's address: University of Illinois at Chicago, Chicago, IL 60607, USA.

2011

**We appreciate your business!**

**ALL RETURNS MUST BE  
ACCOMPANIED BY RECEIPT**

**Returns and exchanges are accepted within 10 days of purchase date for a full refund. You may exchange an item or return it for store credit within 30 days. After 30 days, the item belongs to you.**

**ALL SALES ARE FINAL ON  
DISCOUNTED ITEMS**





**Nevada State Museum**

600 N. Carson Street

Carson City, NV

775-6874810x244

Receipt #

28236

1/5/2023 1 15 34 PM

WS

2

SKU	QTY	PRICE	EXT PRICE
100032	1	\$50.00	\$50.00

100032

Orig. \$50.00

1 Unit(s) Subtotal: \$50.00  
RECEIPT TOTAL: \$50.00

VISA Credit Card Tendered: \$50.00

Auth # 0000000000000000

Auth expir 12/31/23

Extr Card

We appreciate your business!

ALL RETURNS MUST BE  
ACCOMPANIED BY RECEIPT

Returns and exchanges are accepted within  
10 days of purchase date for a full refund  
You may exchange an item or return it for  
store credit within 30 days  
After 30 days, the item belongs to you

ALL SALES ARE FINAL ON  
DISCOUNTED ITEMS



28236

**Nevada State Museum**

600 N. Carson Street

Carson City, NV

775-887-4810x244

Receipt # 28237

1/5/2023 1 18 30 PM

WS 2

SKU	QTY	PRICE	EXT PRICE
100032	1	\$50.00	\$50.00

ITEM TOTAL

Orig \$50.00

1 Unit(s) Subtotal \$50.00

**RECEIPT TOTAL: \$50.00**

VISA Credit Card Tendered \$50.00

Auth # \*\*\*\*\*1512

Auth Code \*\*\*\*\*

Location

**We appreciate your business!**

**ALL RETURNS MUST BE  
ACCOMPANIED BY RECEIPT**

Returns and exchanges are accepted within

10 days of purchase date for a full refund

You may exchange an item or return it for  
store credit within 30 days

After 30 days, the item belongs to you

**ALL SALES ARE FINAL ON  
DISCOUNTED ITEMS**



28237



Scholarios

Nevada State Museum

800 N. Carson Street

Carson City, NV

775-6874810x244

28240

Receipt #

WS

1/5/2023 2:30:34 PM

2

SKU	QTY	PRICE	EXT PRICE
100032	1	\$100.00	\$100.00

FROM THE

Orig: \$100.00

1 Unit(s) Subtotal \$100.00

RECEIPT TOTAL: \$100.00

VISA Credit Card Tendered: \$100.00

Auth: 2114

Auth: 10/20/23

We appreciate your business!

ALL RETURNS MUST BE  
ACCOMPANIED BY RECEIPT

Returns and exchanges are accepted within





Check  
# 2/91

## Annual Appeal Reply

Yes! I would like to support the Museum by contributing to the Annual Appeal in the amount of:

☒ \$50    ☐ \$100    ☐ \$250    ☐ \$500

☐ \$1,000    ☐ \$2,500    ☐ Other \_\_\_\_\_

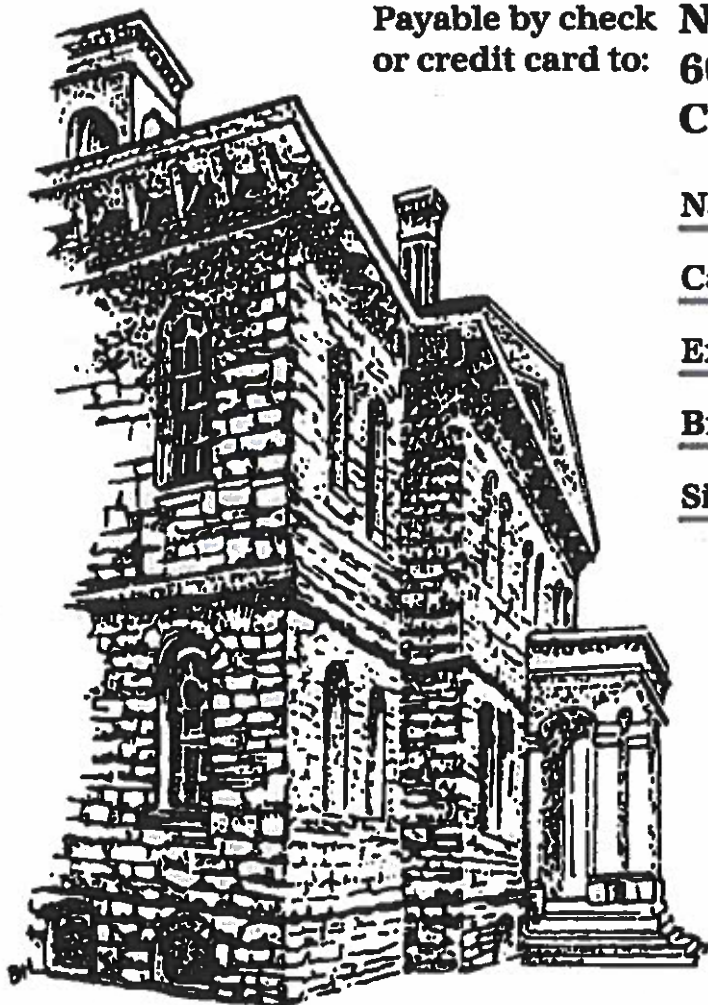
Name(s) RONALD + THELMA ROBERTS

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone \_\_\_\_\_ Email RonaldLRoberts@msn.com

Payable by check or credit card to: **Nevada State Museum  
600 North Carson St.  
Carson City, NV 89701**



Name \_\_\_\_\_

Card # \_\_\_\_\_

Expiration \_\_\_\_\_ / \_\_\_\_\_ CCV \_\_\_\_\_

Billing Zip Code \_\_\_\_\_

Signature \_\_\_\_\_

☐ Visa

☐ Mastercard

☐ Discover

Questions? Please Contact:

Kelly Brant at (775) 687-4810 ext.224

[kbrant@nevadaculture.org](mailto:kbrant@nevadaculture.org)

Patricia D. Cafferata, Esq.  
Elisa Cafferata

3692

94-771234

December 29, 2022

US/PAID/AD-007

PAY  
TO THE  
ORDER OF

Nevada State Museum

\$ 50.00

Fifty and 00/100

DOLLARS

Nevada State Bank  
P.O. Box 990  
Las Vegas, Nevada 89125

FOR

Patricia D. Cafferata

SUSAN M. GATHERCOAL

2913

70-4777718

REGISTERED BY  
STATE OF NEVADA

Dec 28, 2022

National Park

Nevada State Museum

\$ 50.00

Fifty and 00/100

DOLLARS

US BANK

Susan M. Gathercoal

THOMAS OR NANCY H. WALL

18499

94-7074/2212 1523

Dec 26, 2022

Pay to the  
Order of

Nevada State Museum

\$ 100.00

One hundred and 00/100

DOLLARS

WELLS  
FARGO

Wells Fargo Bank, N.A.  
Nevada  
wellsfargo.com

Valued  
Customer  
Since 1967

For

Nancy H. Wall

Timothy R Hamilton

8168

94-8014/2212

12-27-2022

PAY TO THE  
ORDER OF

Nevada State Museum

\$ 25.00

Twenty Five and 00/100

DOLLARS

Greater Nevada Credit Union

FOR

Timothy R Hamilton



**JEAN M GREEN**  
**EDWARD H GREEN**

1138  
94-72/1224 NV  
81227

Date Dec 27 2022

PAY to the Order of Nevada State Museum \$ 100.00  
One hundred dollars Dollars

**BANK OF AMERICA**

ACH R/T 122400734

For Donation Jean M Green

**Penelope Fairfield**

1143  
94-8014/3212

Date Dec 26, 2022

Pay to the Order of Nevada State Museum \$ 100.00  
One hundred and 00/100 Dollars

**GREATER NEVADA CREDIT UNION**

For Annual Appeal Penelope Fairfield

**Gwen J Candee**

2945  
94-8014/3212

Date 12/28/22

Pay to the Order of NV State Museum \$ 100  
One hundred and 00/100 Dollars

**GREATER NEVADA Credit Union**  
PO Box 2128  
Carson City, NV 89702-2128

For Gift annual appeal Gwen J Candee

**SHERI CANNELL**

5642  
96-7448/3232  
101

Date 12-28-22

Pay to the Order of NEVADA STATE MUSEUM-CITY \$ 100.00  
One hundred Dollars

**OCCU** MyOCCU.org | 800.368.1111

For Sheri Cannell



**LINDA L. LAPIERRE** 2537  
94-7074/3212 648

Date 12-26-22

Pay to the Order of Nevada State Museum \$ 35.00  
Thirty Five and 00/100 Dollars

**WELLS FARGO** Wells Fargo Bank, N.A. Nevada wells Fargo.com

For Linda L. Lapierre

**NANCY CERCEAU** 1261  
11-4288/1210 4829

Date 12-30-22

Pay to the Order of Nevada State Museum \$ 200.00  
Two hundred and 00/100 Dollars

**WELLS FARGO** Wells Fargo Bank, N.A. California wells Fargo.com

For Nancy Cerceau

**Judy A Larquier** 241  
94-8014/2212

Date 12-29-2022

Pay to the Order of Nevada State Museum \$ 35.00  
THIRTY FIVE Dollars Dollars

**GREATER NEVADA CREDIT UNION**

For Renee 1822 Judy Larquier

**SPRING L DYKSTRA** 1443  
94-8014/3212

Date 12/28/2022

Pay to the Order of Nevada State Museum \$ 20.00  
Twenty and 00/100 Dollars

**GREATER NEVADA CREDIT UNION**  
P.O. BOX 2128  
CARSON CITY, NV 89702-2128  
donation

Spring L Dykstra



RAYMOND F LAROCHELLE  
4143  
11-7647/3210  
13  
DATE Dec. 28, 2022 CHECK NUMBER

PAY TO THE ORDER OF Nevada State Museum \$50.00  
Fifty and 00/100  
DOLLARS

Patelco CREDIT UNION  
FOR Raymond F. Larochelle

Thomas Chin  
Grace Kosaka  
9076  
1-2710  
LOOK FOR:  
3D hologram foil across top  
Hologram circle in upper-right corner

DATE 12.27.22

Pay to the Order of Nevada State Museum \$50.00  
Fifty dollars only  
Dollars

For Miller

STEVEN J. MCCUTCHEON  
KIRSTEN T. SHULL  
94-7074/3212  
5620  
DATE December 24, 2022

PAY TO THE ORDER OF Nevada State Museum \$100.00  
One Hundred and 00/100  
DOLLARS

WELLS FARGO BANK, N.A.  
NEVADA  
WELLSFARGO.COM  
FOR Nevada State Museum

Kenneth R. Schar  
Zoleinna Schar  
2825  
94-8014/3212  
DATE 12.27.22 CHECK NUMBER

Pay to the Order of NEVADA STATE MUSEUM \$50.00  
Fifty  
Dollars

GREATER NEVADA Credit Union  
FOR Annual Appeal Zoleinna Schar



JULIE A. SAVAGE

84-77  
1224

3319

DATE 12/23/22

PAY TO THE ORDER OF Nevada State Museum

\$ 50.00

Fifty and 00/100

DOLLARS

**NEVADA STATE BANK**  
P.O. Box 990, Las Vegas, NV 89125

MEMO donation

Julie A. Savage

Bank of America

3428

84-70743212

Dec 26 20 22

PAY TO THE ORDER OF Nevada State Museum

\$ 50.00

Fifty and 00/100

WELLS FARGO BANK, N.A.  
www.wellsfargo.com

DOLLARS

FOR

Bk Finley

**ELIZABETH ARAKI**  
EDNEST ARAKI

84-181/1212  
84-181/1212

3350

12-26 20 22

PAY TO THE ORDER OF Nevada State Museum

\$ 100.00

One hundred & 00/100

DOLLARS

**HERITAGE BANK OF NEVADA**  
WWW.HERITAGEBANKNEVADA.COM

FOR Annual Appeal Donation

Ez Araki

INDA L NARY

1853

84-8014/3212

DEC 29 2022

DATE

CHECK NUMBER

PAY TO THE ORDER OF

NEVADA STATE MUSEUM

\$ 400.00

FOUR HUNDRED

DOLLARS

**GREATER NEVADA**  
Credit Union

P.O. Box 2128  
Carson City, NV 89702-2128


FOR


Leah Prosser




**KENNETH P BEATON, SR** 1888  
94-7074/3212 1523

Date 12/29/2022


Pay to the Order of Nevada State Museum \$ 50.00  
Fifty & 00/100 Dollars 


 Wells Fargo Bank, N.A.  
Nevada  
wellsfargo.com

For Kenneth P. Beaton, Sr.

 **GEORGIA M FREDERICK TRUST** 1346  
94-72/1224 NV  
60680  
**GEORGIA M FREDERICK TRTEE**

Date Dec 29, 2022

Pay to the Order of Nevada State Museum \$ 100.00  
One Hundred Dollars & 00/100 Dollars 


**BANK OF AMERICA**  **Wealth Management Banking**


ACH R/T 123400724

For Donation Georgia Frederick TTEE

**JOHN J KUPERSMITH** 87-215/1243 1072  
**CFI IA G KUPERSMITH**

DATE 12-28-22

PAY TO THE ORDER OF Nevada State Museum \$ 100.00  
One hundred DOLLARS 



MEMO Curtis K...

LOOK FOR FRAUD-DETERRENCE FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.



LINCOLN LTD, A Close Corporation  
Stephen Lincoln, Realtor, ABR, CRB, CRS, GRI

Bank of the West  
2876 N. Carson St.  
Carson City, NV 89703  
1-800-488-2265  
99-7871211

99559

12/27/2022

PAY TO THE ORDER OF Nevada State Museum

\$ 100.00

One Hundred and 00/100

DOLLARS

Nevada State Museum  
600 N. Carson St.  
Carson City, NV 89701

MEMO

*Stephen Lincoln*  
AUTHORIZED SIGNATURE

Photo Safe Deposit

Details on Back



SHEELY NAHAS ALDEAN  
JAYL A. F. W. R. A. N.

6295

94-7074/3212 1523

Pay to the  
Order of

Nevada State Museum \$ 250.00

Two hundred fifty & 00/100



Wells Fargo Bank, N.A.  
Nevada  
wellsfargo.com

For

Annual donation

*[Signature]*

Laurence Marinel  
Johanna Foster

2468

94-881423212

Pay to the  
Order of

Nevada State Museum \$ 200.00

Two hundred dollars

Greater Nevada Credit Union

For

Donation

*[Signature]*

SUSAN J. BUNKER-NILES

94-100/1212

2915

Date 01-02-23



PAY TO THE  
ORDER OF

Nevada State Museum \$ 100.00

One Hundred Even

Dollars

Heat  
reactive  
ink

usbank.

Memo

Donation

*[Signature]*

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

F. GRAY

9003

74-8489/2724

Pay to the  
Order of

Nevada State Museum \$ 100.00

One hundred and 00/100

Dollars



Heat  
reactive  
ink

United  
FEDERAL CREDIT UNION

For

donation

*[Signature]*



C. Johnson

3310

11-05/2210

1-4 2023

Pay to the Order of Nevada State Museum \$2000<sup>00</sup>

Two Thousand and No Dollars @

Bank of America



For Donation Coralee Johnson

ii

JUDITH A. STONE 94-77 1224 5237

DATE 12/29/2022

PAY TO THE ORDER OF Nevada State Museum \$ 25.00

Twenty Five Only and 00 cents

DOLLARS

NEVADA STATE BANK  
P.O. Box 990, Las Vegas, NV 89125

MEMO Contribution

Judith A. Stone

MAINE M LIGHTWOOD 3199  
GEORGE T LIGHTWOOD 94-72/1224 NV 81212

Date Jan 02, 2023

Pay To The Order Of Nevada State Museum \$ 20.00

Twenty and 00/100 Dollars

BANK OF AMERICA

ACH R/T 123400724

For annual appeal donation

My S. Lumbard

ANDREW W. HUGHES 11373 94-7074/3212 1721

Date 31 DEC 22

Pay to the Order of NEVADA STATE MUSEUM \$ 10.00

Ten Only Dollars

Wells Fargo Bank, N.A. Nevada wells Fargo.com

For [Signature]



JUNE-ANN JAEKE

214

00-0700/02.22  
01

DATE 12-28-2022

PAY TO THE  
ORDER OF

SCHOOLSFIRST  
FEDERAL CREDIT UNION

MEMO

Nevada State Museum \$50.00  
Fifty dollars & 00/100

DOLLARS



Photo  
Bank  
Signature  
Security

June-Ann Jaek

MA JOLLY

04-77  
1224

6570

DATE 12-28-2022

PAY TO NEVADA STATE MUSEUM  
THE ORDER OF

Fifty AND 00/100

\$ 50.00

DOLLARS



NEVADA STATE BANK  
P.O. Box 990, Las Vegas, NV 89125

MEMO ANNUAL APPEAL

Melanie Jolly

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Cynthia H. Baise

WELLS FARGO BANK, N.A.  
10-341220

4634

Date 12/30/2022

PAY TO THE  
ORDER OF Nevada State Museum

\$ \*\*50.00

Fifty and 00/100

DOLLARS

PROTECTED AGAINST FRAUD

Memo: Donation

Cynthia Baise

RUTH A DANNER

3398

04-7074/3212 1793

DATE 12-30-22

Pay to the  
Order of

NV State Museum

\$50.00

Fifty & 00/100

Dollars



Photo  
Bank  
Signature  
Security



Wells Fargo Bank, N.A.  
Nevada  
wellsfargo.com

For

Ruth Danner



DONNA J. BRAND, CDR, USN RET  
 ERIC R. MOORMANN, LCDR, USN RET

1133  
68-7497/2560

Jan. 4, 2023  
DATE

THE Nevada State Museum  
 OF Hundred dollars and no cents \$ 100.00  
 DOLLARS

VY  
 DERAL  
 lit Union  
 Annual Appeal

Donna J. Brand

C TRUST  
 ENE HATTORI TRTEE

381  
94-72/1224 NV  
60665

Dec. 30, 2022  
DATE

TO THE  
 ORDER OF Nevada State Museum \$ 100 -  
One Hundred and no/100 DOLLARS

IK OF AMERICA  
 F 122400724  
 '22 Annual Appeal

Wealth Management Banking  
Eric M. Hetta

Bank of America

d H Pierson  
 ryan I Pierson

5715  
94-72/1224 NV  
61228

Dec 28, 2022  
Date

Nevada State Museum  
 order of One Hundred. & no/100 \$ 100.00  
 Dollars

ik of America  
 T 122400724

Kathryn Pierson

WHITEPIL DEEP

BONNIE L. ROGERS

6376

15-24/1220 4588

1-3-23

PAY TO THE ORDER OF

Nevada State Museum \$ 100.00

One hundred 00/100



Nevada State Bank, N.A.  
Member FDIC  
www.nsb.org

Bonnie L. Rogers

For

Netted Check

VALUE PORTFOLIO

DON M DALLAS  
MANLY W DALLAS

3046

88-771234

1/4/23

Date

Pay to the Order of NEVADA STATE MUSEUM \$ 100.00

One hundred dollars only Dollars

NEVADA STATE BANK

Ronald M. Dallas

For



FRDK TRUST  
EUGENE HATTORI TRTEE  
U/A-DTD 08/18/2008

381

94-721224 NY  
6085

Dec. 30, 2023

PAY TO THE ORDER OF Nevada State Museum \$ 100 -

One Hundred and no/100 DOLLARS

BANK OF AMERICA

Wealth Management Banking

ACH RT 123400724

2023 Annual Appeal

Eugene Hattori

Bank of America

David H Pierson  
Kathryn K-Dierson

5715

94-721224 NY  
61228

Dec 28, 2023

Date

Nevada State Museum \$ 100 <sup>00</sup>/<sub>100</sub>

One Hundred and no/100 Dollars

Bank of America

ACH RT 123400724

Memo

Kathryn K-Dierson

DONNA J. BRAND, CDR, USN RET  
ERIC R. MOORMAN, CAPT, USN RET

1133

94-721224 NY  
6085

Jan. 4, 2023

Date

Nevada State Museum \$ 100 <sup>00</sup>/<sub>100</sub>

One Hundred dollars and no cents DOLLARS

NAVY FEDERAL  
Credit Union

Annual Appeal

Donna J. Brand







CHARLEY FAMILY 2018 TRUST  
DENNIS M. CHARLEY TTE

4798

04-707/43212 848

1-6-23

PAY to the  
order of

\$ 100.00

New York State Museum

One Hundred Dollars & 00/100

Dollars



Dennis Charley

RONALD BOWERS  
MARY M. TALERICO

1580

91-9723/1221

1-02-2023

CHECK NUMBER

New York State Museum

\$ 100.00

Dollars

FINANCIAL

For donation

PAULA G LYONS

1476

04-165/1272

1-6-23

PAY TO THE  
ORDER OF

New York State Museum

\$ 100.00

One Hundred & 00/100

Dollars

usbank

donat

P. Lyons



**WELLS FARGO BANK, N.A.**

**Pay to the order of** Linda M. Zahrt **7431**

**DATE** 1-7-2023 **33-64/0730**

**PAY TO THE ORDER OF** Nevada State Museum **\$ 50<sup>00</sup>**

Fifty and no/100 **DOLLARS**

**FOR** Donation Linda Zahrt

**WELLS FARGO BANK, N.A.**

**L SUE TUCKER TTEE** **18352**

**RANDOLPH B TUCKER TTEE** **94-7074/3212 1721**

**ANZAC LIVING TRUST**

**Date** Jan 6, 2023

**Pay to the Order of** Nevada Museum **\$ 50.00**

Fifty & no/100 **Dollars**

**For** Sue Tucker

**WELLS FARGO BANK, N.A.**

**Roberta L. Kinnell** **131**

**Date** Dec 31, 2022 **94-7074/3212 1523**

**Pay to the Order of** Nevada State Museum **\$ 50<sup>00</sup>**

Fifty and no/100 **Dollars**

**For** Roberta L. Kinnell







BRUSH

94-77  
1224

5301

DATE January 14, 2023

PAY TO THE ORDER OF Nevada State Museum \$ 100.00  
One Hundred & 00/100

NEVADA STATE BANK  
P.O. Box 990, Las Vegas, NV 89125

MEMO

Rogina Kay Brush

Margaret (Peggy) G. Sweetland

1575

94-77/1224

1-11 2023

PAY TO THE ORDER OF Nevada State Museum \$ 50.00  
Fifty and 00/100  
Bank of America

FOR

Margaret G. Sweetland

Roberta J. McKee

2053

94-77/5212

13 Jan 2023

Pay to the Order of NV State Museum \$ 50.00  
Fifty Dollars  
Wells Fargo

For Donation

Roberta J. McKee

FRDK TRUST  
EUGENE HATTORI TRTEE  
U/A DTD 09/16/2008

386

94-72/1224 NV  
50665

Jan 19, 2023

PAY TO THE ORDER OF Nevada State Museum \$ 250.00  
Two Hundred Fifty & 00/100 DOLLARS

BANK OF AMERICA

Wealth Management Banking

ACU R/T 122400724

Annual Appeal

Eugene M. Hattori



MARVIN D GILBERT TSTEE  
GILBERT FAMILY TRUST

94-189/1212

2702

Date

1/13/23

PAY TO THE  
ORDER OF

Nevada State Museum \$100 -

One Hundred & 00/100

Dollars

Heat Sensitive Ink

usbank.

Memo

Marvin D. Gilbert

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

Timothy E. Martell  
Carolyn V. Martell

204

90-7087/2211

DEC 28 2022

Pay to the order of NEVADA STATE MUSEUM \$100.00

One hundred

Dollars

El Dorado Savings Bank

For 2023

TE Martell

William G. Hohlt

2484

94-24/1242

Jan 11, 2023

Pay to the  
order of

Nevada State Museum

\$

50.00

Fifty and 00/100

Dollars

Security Features  
Look for ink

FNB

The First National Bank of Ely  
Chartered February 21, 1907  
505 Auburn St  
Ely, NV 89301

For

W. Hohlt

Main Street The First National Bank of Ely

E. M. HAWKE  
GWEN H OREN

2604

90-78/1211

Date 1-12-2023

Pay to the order of Nevada State Museum \$100.00

One Hundred & 00/100

Dollars

Security Features  
Look for ink

BANK

WEST

PREMIER

For donation

E. M. Hawke



THOMAS B. KEATING  
MARTHA L. KEATING

4905

94-72/1224 NV  
61213

1-20-23  
Date

Pay To The Order Of Nevada State Museum \$ 250.00 <sup>00</sup> <sub>XY</sub>  
Two Hundred fifty 00/100 Dollars

BANK OF AMERICA

ACH R/T 123400724

For donation Martha L Keating

Holder's Name

JOYCE R SMITH

94-168/1212

6939

1/23/23  
Date

PAY TO THE ORDER OF NV State Museum \$ 250.00  
Two hundred fifty 00/100 Dollars

usbank.

Memo

J R Smith

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

PAUL G. FRANKLIN

8959

11-4288/1210 4381

1-18-2023  
Date

Pay to the Order of NEVADA STATE MUSEUM \$ 100.00  
ONE HUNDRED DOLLARS Dollars



Wells Fargo Bank, N.A.  
California  
wellsfargo.com

For 1 YR. DUES P. G. Franklin

CHARLES W HAYDEN

2255

90-78/1211

1-23-23  
Date

PAY TO THE ORDER OF NEVADA STATE MUSEUM \$ 50.00  
FIFTY 00/100 DOLLARS



BANK OF WEST  
BNP PARIBAS

FOR 2023 DUES P W Hayden



FLUSHTEC

4138

NEVADA  
STATE  
MUSEUM

99-7163222

1-24-2023

Nevada State Museum \$ 50<sup>00</sup>

Buddy and 00/100

Dollars



JP MORGAN CHASE BANK, N.A.

Annual Appeal

Donation Mamb #8173

Buddy

BUDDY H FUJII  
GRACE B FUJII

1093

94-169/1212  
153763021923

DATE 01-24-23

PAY TO THE  
ORDER OF

Nevada State Museum

\$ 100<sup>00</sup>

DOLLARS

One Hundred and no/100

usbank

Five Star Service Guaranteed

usbank.com

MEMO Membership Renewal

Buddy Fujii



THOMAS J WINSTON

1923  
32-2/1110 TX  
49500

Date Jan 31, 23 Fechu

Pay to the Order of Nevada State Museum \$ 25.00 <sup>00</sup>/<sub>100</sub>

Twenty five hundred and no/100 Dollars

Bank of America

ACH R/T 111000028

For \_\_\_\_\_

\_\_\_\_\_  
TJ Winston

BRUCE R SCOTT  
BETH W SCOTT

94-100/1212 6724

DATE Jan 29, 2023

Nevada State Museum \$ 50.00

Fifty and 00/100 DOLLARS

SUS BANK

MEMO Annual Appeal

\_\_\_\_\_  
Bruce R Scott

Janice M Caldwell

3447  
94-72/1224

Date 1/2/23

Pay to the Order of NV State Museum \$ 50.00

Fifty and no/100 Dollars

Bank of America

For \_\_\_\_\_

\_\_\_\_\_  
J M Caldwell

JANELLEN D BROCK

7887  
11-35/1210 CA  
90001

Date Jan. 29, 2023

Pay To The Order of Nevada State Museum \$ 50.00

Fifty and no/100 Dollars

BANK OF AMERICA

ACH R/T 121000358

For \_\_\_\_\_

\_\_\_\_\_  
Janellen D Brock



THE VERNALEE W. CORREA FAMILY TRUST  
VERNALEE CORREA

19-8140/3250

6006

PLEASE PRINT OR TYPE

DATE Feb 1, 2023

PAY TO THE  
ORDER OF

Nevada State Museum

\$ 500<sup>00</sup>/<sub>100</sub>

Five hundred & no/100

DOLLARS



Security Features  
See Back of Card



P.O. Box 97050  
Seattle, WA 98124-9750  
800.233.2328  
becu.org

MEMO

N. Museum

*[Signature]* AP

JOHN F. ARGUST

107

11-0206/1210 4254

AMOUNT \$11.18 02/01/2023

Feb. 4, 2023  
Date

Pay to the  
Order of

Nevada State Museum

\$100.00

One Hundred or 100/100

Dollars



Wells Fargo Bank, N.A.  
Nevada State Museum

For

John F. Argust



733

84-5771224

Feb 14 2023

Newborn-Safe Museum

\$ 250.00

Hundred Fifty  
Bank

DOLLARS 

**Michigan State Bank**  
800-675-9999  
www.msb.com

**FOR**



DENNIS E. HORNER

7290

90-787211

15 FEB 2023

NEVADA STATE MUSEUM

\$ 50.00

FIFTY 00

DOLLARS

BANK OF AMERICA

*[Signature]*

FOR Annual Appeal Reply

THE JANICE C PINE FAMILY TRUST  
JANICE PINE TRTEE  
U/A 08/24/2008

446

94-787211 NV  
8122

2/11/23

Date

\$ 100.00

Pay to The Nevada State Museum

One hundred & no/100

BANK OF AMERICA

ACH RT 123400724

For

*Janice C. Pine*

KURT KUCHAREK  
288 WOODLAKE CIR.  
DAYTON, NV 89403-8813

111

90-7882/1022

2-15-23

Pay to The Nevada State Museum \$ 50.00

OF Fifty dollars and no/100

usbank

Memo *Personal Check*

*[Signature]*

# Annual Appeal Reply

Yes! I would like to support the Museum by contributing to the Annual Appeal in the amount of:

☒ \$50    ☐ \$100    ☐ \$250    ☐ \$500

☐ \$1,000    ☐ \$2,500    ☐ Other \_\_\_\_\_

Ron and Margie Tamori

State \_\_\_\_\_ ZIP \_\_\_\_\_

Email \_\_\_\_\_

Payable by check  
or credit card to:

**Nevada State Museum  
600 North Carson St.  
Carson City, NV 89701**

Name Ronald Tamori

Card # \_\_\_\_\_

Expiration \_\_\_\_\_

Billing Zip Code 89706

Signature Ronald Tamori

☒ Visa

☐ Mastercard

☐ Discover

Questions? Please Contact:



**Nevada State Museum**

800 N. Carson Street

Carson City, NV

775-6874810x244

Receipt # 28843

2/22/2023 10 15 38 AM WS 2

SKU	QTY	PRICE	EXT PRICE
100032	1	\$50.00	\$50.00

DATE - 02/22/23

Orig \$50.00

1 Unit(s) Subtotal \$50.00

**RECEIPT TOTAL: \$50.00**

VISA Credit Card Tendered \$50.00

Auth # 00000000000000000000

Auth code 073402

Receipt

**We appreciate your business!**

**ALL RETURNS MUST BE  
ACCOMPANIED BY RECEIPT**

Returns and exchanges are accepted within  
10 days of purchase date for a full refund  
You may exchange an item or return it for  
store credit within 30 days  
After 30 days the item belongs to you

**ALL SALES ARE FINAL ON  
DISCOUNTED ITEMS**



28843





*The Victoria Ford Trust Did  
Victoria Ford Tree*

HOPE ♥ LOVE ♥ LIFE

2398

94-7074/3212 2997

Feb 12, 2023  
Date

Pay to  
the order of

NV Museum

\$ 35<sup>00</sup>

Thirty-Five and 00/100

Dollars



Photo  
Safe  
Deposit  
Date of issue



Wells Fargo Bank, N.A.  
Nevada  
wellsfargo.com

for

Victoria Ford Tree

Harland Clarke

HOPE & COURAGE

**NEVADA MUSEUMS & HISTORY**

**Joe Lombardo** Governor

**Myron Freedman** | Administrator

**Sean Pitts** | Director

**NEVADA STATE RAILROAD MUSEUM**

1100 Avenue A

Ely, NV 89301

# NEVADA

## MUSEUMS & HISTORY



### NEVADA STATE RAILROAD MUSEUM-EAST ELY

REPORT TO THE  
BOARD OF MUSEUMS AND HISTORY March 9, 2023

**I. Private Funds Budget Summary B/A 5037-03**

<b><u>State Fiscal Year 2023</u></b> <b><u>12/31/2022</u></b>	<b><u>GL /Cat#</u></b>	<b><u>SFY 2023</u></b> <b><u>Budget</u></b>	<b><u>Actuals</u></b> <b><u>YTD</u></b>	<b><u>Percentage</u></b> <b><u>YTD</u></b>
Cash From Prev Fiscal Year	2511	33,898	33,898	100.00%
Cash Bal Fwr New Fiscal Year	2512	0	0	0.00%
<b><u>Comparison of Revenues Budgeted/ Received:</u></b>				
Facilities Charge	3801	350	1,400	400.00%
Gifts & Donations	4251	38,098	0	0.00%
Private Grants	4265	5,000	0	0.00%
Outsie Bank Acct	4454	1,368	1,368	
<b>Total Revenues:</b>		\$44,816	\$2,768	6.18%
<b><u>Comparison of Expenditures Budgeted/Expended:</u></b>				
Board Appr Special Projects	48	18,593	0	0.00%
East Ely Railroad	51	17,223	4,375	25.40%
Special Projects (Restricted)	55	9,000	0	0.00%
<b>Total Expenditures:</b>		\$44,816	\$4,375	25.40%

**Revenue/Expenditure Comparison Narrative:**

Report is through December 31, 2022.

\* Further detail available in the identified sections.

**V. Museum Attendance**

**Attendance chart**

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	1145	974	858	565	120	156	75						3893
<b>FY 22</b>	845	930	794	591	298	190	111	158	283	569	875	907	6551
<b>FY 21</b>	710	571	747	626	97	73	102	121	257	471	792	1,089	5656
<b>FY 20</b>	1,117	775	798	570	176	174	110	127	52	0	0	0	3899
<b>YTD</b>	1,145	2,119	2,977	3,542	3,662	3,818	3,893	0	0	0	0	0	3,893

**YTD COMPARISON**

135.50% 119.38% 115.88% 112.09% 105.90% 104.66% 103.56% 0.00% 0.00% 0.00% 0.00% 0.00%

**MONTHLY COMPARISON**

135.50% 104.73% 108.06% 95.60% 40.27% 82.11% 67.57% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Museum Attendance Narrative:**

NSRM-Ely consists of two buildings, the Depot and Freight Building. We remain slightly above last year's visitation. Weather and inflation seem to have combined to slow visitation overall to eastern Nevada.

The Nevada Northern Railway Foundation who unilaterally determined they would not sell tickets for the State's Museum on September 3 have not been mentioning the State's Museum. In talking to visitors, the Foundation ticket sellers are not informing visitors about the museum, but they discover us through our signage. We are working on a larger sign to attract more visitors to the upstairs exhibits. NSRM-Ely does welcome visitors and provides an enhanced interpretive experience for all who make the effort to find and interact with our exhibits and staff.

**VI. Fundraising Activities:**

Work continues on the Freight Building's south side walkway funded by a grant from the Great Basin Heritage Area Partnership. More on this will be outlined in the General Museum Activities section.



## **VII General Museum Activities**

NSRM-Ely Capital Improvement Projects have continued through the approval chain. As of this writing, both the Depot Seismic Retrofit and the Freight Building Upgrades have made it into the Governor's Recommended Budget. This is exciting news. After decades of asking, we are closer than ever to funding that will preserve and improve these buildings to an acceptable level.

The plans for the Freight Building Project have progressed. We look forward to a funded project that will begin with detailed plans and a busy construction season. The plans are a result of community meetings that were well attended. The participants are pleased they were heard and their ideas incorporated. Once completed, the building will be capable of year round use and be a significant benefit to our community. Leaders from tourism, education, business, and heritage organizations have invested heavily in the planning and look forward to completion. The second CIP project will strengthen the 1907 Depot's foundation in what they the engineers call seismic retrofit. Constructed of sandstone 115 years ago, the stone foundation is beginning to deteriorate. This much needed project will protect and preserve the foundation of the building for another century or more.

The Freight Building Walkway replacement project has hit a snag. Extreme snow and cold in eastern Nevada has put the project on hold until the weather warms. We are over 400 hours into the project and will resume as soon as the weather allows. You will recall, the project is funded by a \$20,000 grant from the Great Basin Heritage Area Partnership which is providing the materials and we supply the labor. We are three quarters completed and only require warmer construction conducive weather to complete the project.

NSRM-Ely staff have participated in the Travel Nevada opportunity to boost eastern Nevada tourism through the Destination Development Demonstration grant funded by the NCOT. It is an important grant opportunity that funds communities to identify their natural and cultural resources, then work with marketing professionals to promote those resources into the future. Sean participated on the committee of three to write the grant and Ely's application was selected as one of six in the State. He has since been invited to participate on the steering committee of the grant as it moves forward.

We received the disappointing, but not unexpected news that the neighbor who shares the property with us will be making another attempt to get the Legislature to give the Depot and Freight Building back to them. We had hoped for a more positive outcome and attended a mediation with them to resolve some major issues. While Myron, Brenda, and Public Lands made incredible efforts, the mediation was not successful. The Division and Department will get another opportunity to defend the operation in Ely to the Legislature after four governors and four legislative sessions thought it was a bad idea and declined to give it back. Please inform legislators that, like the other four attempts, this remains a monumentally bad idea.

We continue to make progress on many fronts. As always, I welcome your visit, comments, or concerns.

**NEVADA MUSEUMS & HISTORY**

**Joe Lombardo** | Governor

**Myron Freedman** | Administrator

**Christopher MacMahon** | Director

**NEVADA STATE RAILROAD MUSEUM**

600 Yucca Street

Boulder City, NV 89005

# NEVADA

## MUSEUMS & HISTORY



### NEVADA STATE RAILROAD MUSEUM-BOULDER CITY

REPORT TO THE  
BOARD OF MUSEUMS AND HISTORY March 9, 2023

**I. Private Funds Budget Summary B/A 5037-02**

**State Fiscal Year 2023**  
**12/31/2022**

	<b><u>GL /Cat#</u></b>	<b><u>SFY 2023</u></b> <b><u>Budget</u></b>	<b><u>Actuals</u></b> <b><u>YTD</u></b>	<b><u>Percentage</u></b> <b><u>YTD</u></b>
Cash From Prev Fiscal Year	2511	347,529	347,529	100.00%
Cash Bal Fwrđ New Fiscal Year	2512	0	0	0.00%

**Comparison of Revenues Budgeted/ Received:**

Facilities Charge	3801	2,000	0	0.00%
Merchandise Sales*	4025	25,732	10,477	40.72%
Gifts & Donations	4251	73	382	523.29%
Private Grants	4265	3,800	0	0.00%
Friends of the RR	4266	1,809	666	36.83%
<b>Total Revenues:</b>		<b>\$33,414</b>	<b>\$11,525</b>	<b>34.49%</b>

**Comparison of Expenditures Budgeted/Expended:**

Board Appr Special Projects	48	37,349	0	0.00%
Boulder City Railroad	52	24,109	9,736	40.38%
Special Projects (Restricted)	55	319,485	0	0.00%
<b>Total Expenditures:</b>		<b>\$380,943</b>	<b>\$9,736</b>	<b>40.38%</b>

**Revenue/Expenditure Comparison Narrative:**

Nothing to report.

Report is through December 31, 2022

\* Further detail available in the identified sections.

II. Museum Store Sales

Gross store sales revenue comparison against three previous fiscal years.

Fiscal Year	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
FY 23	\$274	\$1,280	\$1,183	\$4,043	\$2,069	\$1,629							\$10,477
FY 22	\$497	\$496	\$1,329	\$1,782	\$2,441	\$2,539	\$1,520	\$2,629	\$3,079	\$3,135	\$2,161	\$544	\$22,155
FY 21	\$85	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$647	\$732
FY 20	\$1,578	\$1,042	\$1,838	\$2,303	\$2,307	\$4,833	\$1,026	\$1,653	\$952	\$0	\$0	\$0	\$17,533
YTD	\$274	\$1,554	\$2,737	\$6,780	\$8,849	\$10,477	\$10,477	\$10,477	\$10,477	\$10,477	\$10,477	\$10,477	\$10,477

YTD COMPARISON

55.15% 156.42% 117.83% 165.18% 135.19% 115.33% 98.80% 79.17% 64.22% 53.87% 48.48% 47.29%

MONTHLY COMPARISON

55.15% 257.77% 89.00% 226.91% 84.75% 64.14% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.  
Monthly Comparison compares the current month of the current year against the same month in the previous year.

Store sales chart comparison against previous fiscal years.  
Chart will be updated for next scheduled Board of Museums and History meeting.

Nevada State Railroad Museum-Boulder City  
Report to the Board  
March 9, 2023

Museum Store Profit and Loss Chart

<b>FY2023</b>	<b>Revenues</b>	<b>Expenditures</b>			<b>Total</b>	<b>Net</b>	<b>% Net</b>
		Merchandise	Personnel	Oper/Other	Expenditure	Profit (Loss)	Profit (Loss)
July	274	-	-	-	-	274	100.0%
August	1,280	-	-	30	30	1,250	97.7%
September	1,183	-	-	1,087	1,087	96	8.1%
October	4,043	4,128	-	364	4,492	(449)	(11.1%)
November	2,069	-	-	200	200	1,868	90.3%
December	1,629	3,674	-	253	3,927	(2,298)	(141.1%)
January	-				-	-	0.0%
February	-				-	-	0.0%
March	-				-	-	0.0%
April	-				-	-	0.0%
May	-				-	-	0.0%
June	-				-	-	0.0%
<b>FY23 Total</b>	<b>10,477</b>	<b>7,802</b>	<b>-</b>	<b>1,935</b>	<b>9,736</b>	<b>741</b>	<b>7.1%</b>
<b>FY22 Total</b>	<b>22,155</b>	<b>9,228</b>		<b>4,627</b>	<b>13,855</b>	<b>8,300</b>	<b>37.5%</b>
<b>FY21 Total</b>	<b>732</b>	<b>111</b>		<b>367</b>	<b>478</b>	<b>254</b>	<b>34.7%</b>
<b>FY20 Total</b>	<b>85,977</b>	<b>45,208</b>	<b>57,275</b>	<b>5,411</b>	<b>107,894</b>	<b>(21,917)</b>	<b>(25.5%)</b>



**Museum Store Sales Narrative:**

The museum added new apparel in October unique to the museum. In addition to hats and shirts with the museum logo, we added shirts for the Jackass & Western railroad that operated at the Nevada Test Site. The glow-in-the-dark J&W shirts have proven especially popular.

The museum continues to experience supply chain delays. Our limited salesfloor and storage space makes us more susceptible to delays because we do not have the ability to store stock. Delays and limited merchandise available from vendors led to limited stock during the winter holidays and subsequent lower than average sales.

John Walker, who manages the store, has been working the store most weekends to keep costs down.

IV. Membership Program

Membership Figures

Memberships (new and renewals) chart comparison against previous fiscal years.

Membership	<u>Qtr 1</u>		<u>Qtr 2</u>		<u>Qtr 3</u>		<u>Qtr 4</u>		<u>TOTAL</u>		<u>TOTAL</u>
Categories	<u>July - Sep</u>		<u>Oct - Dec</u>		<u>Jan - Mar</u>		<u>April - June</u>		<u>New</u>	<u>Renew</u>	<u>Combined</u>
Individual									0	0	0
Family									0	0	0
Sustaining									0	0	0
Contributing									0	0	0
Patron									0	0	0
Benefactor									0	0	0
Senior Couple									0	0	0
Senior											
Students											
Lifetime											
FY 23	0	0	0	0	0	0	0	0	0	0	0
FY 22	0	0	0	0	0	0	0	0	0	0	0
FY 21	11	53	9	55	20	105	26	69	66	282	348
FY 20	9	115	10	98	12	72	9	128	40	413	453
YTD	0	0	0	0	0	0	0	0	0	0	0

YTD COMPARISON

0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

QUARTERLY COMPARISON

0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.  
Quarterly Comparison compares the current quarter of the current year against the same quarter in the previous year.

**Membership Program Narrative**

NSRMBC has no state membership program. Instead, individuals wanting to support the museum do so by joining/supporting the *Friends of the Nevada Southern Railway*.

Total Memberships: 285 representing 695 individuals

Family: 74

Senior Family: 51

Individual: 1

Senior Individual: 14

Volunteer: 137

Honorary: 8

Museum volunteers contributed over 24,000 hours in calendar year 2022.

**V. Museum Attendance**

**Attendance chart (Train Ridership Only)**

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	172	877	1,002	5,476	1,301	11,473							\$ 20,301
<b>FY 22</b>	395	520	1,072	1,652	1,379	8,679	1246	2218	1685	1503	2935	870	24,154
<b>FY 21</b>	0	0	0	404	306	0	0	93	473	279	1,266	735	3,556
<b>FY 20</b>	791	698	1,459	796	791	7,021	1,272	2,148	716	0	0	0	15,692
<b>YTD</b>	172	1,049	2,051	7,527	8,828	20,301	0	0	0	0	0	0	20,301

**YTD COMPARISON**

43.54% 114.64% 103.22% 206.84% 175.93% 148.21% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

**MONTHLY COMPARISON**

43.54% 168.65% 93.47% 331.48% 94.34% 132.19% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Attendance Traffic (Display Pavilion Only)**

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>		1,957	644										2,601
<b>FY 22</b>	379	469	728	935	1,173	885	0	0	0	4,737	3,567	2,903	15,776
<b>FY 21</b>	1,208	907	1,024	654	424	339	399	502	616	717	936	899	8,625
<b>FY 20</b>	2,380	1,189	594	1,774	1,062	2,865	857	1,502	512	0	0	0	12,735
<b>YTD</b>	0	1,957	2,601	0	0	0	0	0	0	0	0	0	2,601

**YTD COMPARISON**

0.00% 230.78% 165.04% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

**MONTHLY COMPARISON**

0.00% 417.27% 88.46% 0.00% 0.00% 0.00% #DIV/0! #DIV/0! #DIV/0! 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Museum Attendance Narrative:**

The museum continues to experience problems with its beam splitter. A more accurate means of tracking attendance is needed.

**Train Ride Receipts.**

Nevada State Railroad Museum-Boulder City  
 Report to the Board  
 March 9, 2023

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	\$15,346	\$22,171	\$15,676	\$49,435	\$33,057	\$117,302							\$252,987
<b>FY 22</b>	\$8,230	\$519	\$7,245	\$10,748	\$9,860	\$72,063	\$91,776	\$13,555	\$50,684	\$37,050	\$55,607	\$37,320	\$394,657
<b>FY 21</b>	\$0	\$5,805	\$6,075	\$10,310	\$22,692	\$12,285	\$16,875	\$11,475	\$15,891	\$12,435	\$9,070	\$53,971	\$176,884
<b>FY 20</b>	\$6,507	\$4,796	\$10,691	\$15,200	\$36,850	\$94,631	\$17,680	\$20,016	\$22,144	\$6,135	\$0	\$0	\$234,650
<b>YTD</b>	\$15,346	\$37,517	\$53,193	\$102,628	\$135,685	\$252,987	\$0	\$0	\$0	\$0	\$0	\$0	\$252,987

**YTD COMPARISON**

186.5% 428.8% 332.6% 383.8% 370.7% 232.8% 0.0% 0.0% 0.0% 0.0% 0.0% 0.0%

**MONTHLY COMPARISON**

186.5% 4271.9% 216.4% 459.9% 335.3% 162.8% 0.0% 0.0% 0.0% 0.0% 0.0% 0.0%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.



Train Ride Receipts Narrative:

The second quarter is always the busiest at the museum. October's significantly higher revenue was a result of the Train of Terror addressed in the Museum Activities page.

Rail bike operations ended December 31, 2023. The new rail bike lease will be mapped to a separate budget line and will no longer be added to train ride revenues moving forward. The board should expect to see a drop in train ride revenues in the coming quarters as a result.

## **VII General Museum Activities**

**Nevada Day Weekend:** The Board authorized children riding free for Nevada Day weekend and the museum saw a notable uptick in attendance that weekend allowing us to celebrate Nevada's history and culture with more guests. Approximately 1,300 guests visited the museum over the weekend, with 668 train riders and \$1,000 in sales at the museum store. Given last year's success, the museum hopes to make this an annual tradition.

**West Coast Railroaders Group:** The museum hosted this group of railroad track speeders on Nevada Day Weekend. Display and operation of these speeders allowed the museum to discuss inspection and maintenance-of-way as part of railroading in Nevada. Hosting groups like this also helps build connections within the larger railroad preservation community.

**Train of Terror:** The Friends and the museum worked together to produce our first ever Train of Terror for the month of October. Although the event succeeded as a fundraiser for the Friends and brought approximately 3,750 people to the museum, a thorough post-event analysis concluded this model was too labor intensive and did not fully achieve its goal of bringing a young adult audience to the museum. The museum and Friends have decided to rebrand the event in the coming year to better align with our family programming.

**Wedding:** The museum hosted a wedding in November for a southern California couple that wanted a railroad theme. The guests and happy couple loved their experience.

**Santa Trains:** Due to limited staffing the museum decided not to advertise or promote its Santa Trains because it would be unable to handle full capacity. Santa Trains operated at around 45% capacity serving 3,992 guests over three weekends. This was at the limit of what our single point-of-sale can accommodate. Until an online ticket sale is implemented, full potential of this event cannot be achieved. (See Online Ticket Sales below). Our 7.5" gauge live steam railroad also operated during these weekends providing additional rides to guests.

**Santa Express:** The Boulder City Santa Express which runs at night and serves as a fundraiser for the Friends of the Nevada Southern Railway was near sold out capacity. The event served 7,235 guests on 27 trains between Thanksgiving and Christmas.

**Holiday Toy Train Show:** The museum hosted its annual holiday toy train show the weekend of December 14 and 15. Participants set up toy and model railroad layouts of various gauges in the maintenance shop. The event has become a staple of the holiday experience at the museum.

**Online Ticket Sales:** Directors Thielen and MacMahon with Administrator Freedman are working with US eDirect who was awarded a statewide contract for online sales with State Parks to develop and implement an online ticket and admission sales program for the railroad museums in Carson City and Boulder City. This system is desperately needed in Boulder City as we miss a significant number of visitors and sales because they cannot purchase in advance when they are planning trips. Our inability to sale in advance also limits our ability to hold large events because we have a single point-of-sale terminal.

**School Field Trips:** Now that Clark County School District has reauthorized field trips, the museum is seeing an uptick in school tours. The museum has been doing our best to accommodate the increased demand around limited staffing.

**Rail Bike Lease:** The contract with Rail Explorers, which expired April 30, 2020 and had been continued on a month-to-month basis, was officially terminated as of December 31, 2022. All Rail Explorers property has been removed from the museum. An RFP for the new lease was posted by Nevada Division of State Lands in early December, and following an open and transparent bid process, Mendocino Railway was selected as the new rail bike operator with a start date TBD based on BOE and IFC contract approvals.

**Veteran Employee of the Month:** John Walker, the museum's administrative assistant, was chosen as the State of Nevada Veteran Employee of the Month for December 2022. Walker is an Army veteran whose selflessness and dedication to the museum and its mission demonstrate the caliber of staff Nevada Museums employ.

**VI. Fundraising Activities:**

The museum was offered a donation of Union Pacific caboose 25428 by Mr. Greg Ramsey. This is a CA-7 class caboose built in 1959 and operated on UP until 1989. The caboose's interior is in remarkably complete condition and reflects what an operating caboose in the late 20th century looked like. Mr. Ramsey is obtaining FRA inspections and waivers to facilitate transport of the caboose by rail. The railroad museums collection committee voted to accept this donation, and the museum expects this donation in spring of 2023. Upon arrival a full analysis of the piece will be completed and recommendations made for collections management. Tentative plans are to place this caboose back-to-back with our 1882 caboose allowing guests to compare what changed, and what remained the same over the course of 100 years.

Dr. MacMahon continues to search and apply for applicable grants to help the museum achieve its goals. He will meet with the Governor's Office of Federal Assistance in March to discuss possible federal grant opportunities, and seek help applying for federal infrastructure funds to complete maintenance on the museum's railroad right-of-way. He is also exploring Nevada Humanities Grants to support special educational programming.

The museum is preparing to launch a capital campaign in FY24 to begin fundraising for preservation and restoration projects. The first project will be the Davenport "dinky" that was operated by the Bureau of Reclamation to construct Hoover Dam. This gasoline powered locomotive will be the center piece of the new museum building's welcome plaza and all preservation work will need to be finished prior to completion of construction and the grand opening.

Fundraising is severely hampered by the lack of an online donation option. The museum continues to lose possible donations because of this limitation and cannot actively promote fundraising because no easy option to donate exists.

**NEVADA MUSEUMS & HISTORY**

**Joe Lombardo** | Governor

**Myron Freedman** | Administrator

**Dan Thielen** | Director

**NEVADA STATE RAILROAD MUSEUM**

2180 S. Carson Street

Carson City, NV 89701

# NEVADA

## MUSEUMS & HISTORY



### **NEVADA STATE RAILROAD MUSEUM-CARSON CITY**

**REPORT TO THE  
BOARD OF MUSEUMS AND HISTORY March 9, 2023**

**I. Private Funds Budget Summary B/A 5037-01**

**State Fiscal Year 2023**  
**12/31/2022**

	<b><u>GL /Cat#</u></b>	<b><u>SFY 2023</u></b> <b><u>Budget</u></b>	<b><u>Actuals</u></b> <b><u>YTD</u></b>	<b><u>Percentage</u></b> <b><u>YTD</u></b>
			0	
Cash From Prev Fiscal Year	2511	504,781	504,781	100.00%
Cash Bal Fwd New Fiscal Year	2512	0	0	0.00%

**Comparison of Revenues Budgeted/ Received:**

Facilities Charge	3801	2,980	0	0.00%
Merchandise Sales*	4025	170,000	100,270	58.98%
Gifts & Donations	4251	5,000	527	10.54%
Private Grants	4265	20,000	45,000	225.00%
Friends of the RR	4266	6,053	113,707	1878.52%
Treasurer's Interest	4326	20,000	2,633	13.17%
<b>Total Revenues:</b>		<b>\$224,033</b>	<b>\$262,137</b>	<b>117.01%</b>

**Comparison of Expenditures Budgeted/Expended:**

Administration	35	81,891	1,099	1.34%
Exhibits	37	50,000	10,698	21.40%
Docent Expenses	43	441	0	0.00%
Museum Store*	45	159,199	61,130	38.40%
Board Appr Special Projects	48	73,935	1,863	2.52%
Special Projects (Restricted)	55	363,348	1,420	0.39%
<b>Total Expenditures:</b>		<b>\$728,814</b>	<b>\$76,209</b>	<b>10.46%</b>

**Revenue/Expenditure Comparison Narrative:**

We are pleased with the direction the revenues are tracking.

Report is through December 31, 2022.

\* Further detail available in the identified sections.



II. Museum Store Sales

Gross store sales revenue comparison against three previous fiscal years.

Fiscal Year	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
FY 23	\$38,645	\$13,984	\$9,315	\$9,144	\$7,491	\$21,691							\$100,270
FY 22	\$15,880	\$12,512	\$5,858	\$7,953	\$9,659	\$8,710	\$3,792	\$4,806	\$6,771	\$8,894	\$11,394	\$14,772	\$111,003
FY 21	\$6,335	\$5,993	\$7,867	\$7,250	\$3,383	\$3,815	\$4,036	\$4,517	\$7,531	\$9,850	\$9,270	\$18,612	\$88,460
FY 20	\$15,536	\$9,024	\$11,969	\$14,004	\$5,624	\$12,689	\$5,002	\$5,737	\$2,842	\$0	\$20	\$3,533	\$85,977
YTD	\$38,645	\$52,629	\$61,944	\$71,088	\$78,578	\$100,270	\$100,270	\$100,270	\$100,270	\$100,270	\$100,270	\$100,270	\$100,270

YTD COMPARISON

243.35% 185.36% 180.85% 168.44% 151.51% 165.54% 155.78% 144.96% 132.03% 118.19% 104.20% 90.33%

MONTHLY COMPARISON

243.35% 111.76% 159.00% 114.97% 77.56% 249.05% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

Store sales chart comparison against previous fiscal years.

Chart will be updated for next scheduled Board of Museums and History meeting.

Nevada State Railroad Museum-Carson City  
Report to the Board  
March 9, 2023

Museum Store Profit and Loss Chart

<b>FY2022</b>	<b>Revenues</b>	<b>Expenditures</b>			<b>Total</b>	<b>Net</b>	<b>% Net</b>
	Merchandise	Personnel	Oper/Other	Expenditure	Profit (Loss)	Profit (Loss)	
July	38,645		3,962		3,962	34,683	89.7%
August	13,984		3,982		3,982	10,002	71.5%
September	9,315	9,425	5,595	568	15,588	(6,273)	(67.3%)
October	9,144	10,236	3,982	31	14,249	(5,106)	(55.8%)
November	7,491	5,153	3,982	57	9,192	(1,701)	(22.7%)
December	21,691	9,927	4,066	165	14,158	7,534	34.7%
January	-				-	-	0.0%
February	-				-	-	0.0%
March	-				-	-	0.0%
April	-				-	-	0.0%
May	-				-	-	0.0%
June	-				-	-	0.0%
<b>FY 23 Total</b>	<b>100,270</b>	<b>34,741</b>	<b>25,569</b>	<b>821</b>	<b>61,130</b>	<b>39,140</b>	<b>39.0%</b>
<b>FY 22 Total</b>	<b>111,003</b>	<b>63,066</b>	<b>30,790</b>	<b>3,265</b>	<b>97,121</b>	<b>13,882</b>	<b>12.5%</b>
<b>FY 21 Total</b>	<b>88,461</b>	<b>58,592</b>	<b>53,639</b>	<b>3,824</b>	<b>116,055</b>	<b>(27,594)</b>	<b>(31.2%)</b>
<b>FY 20 Total</b>	<b>85,977</b>	<b>45,208</b>	<b>57,275</b>	<b>5,411</b>	<b>107,894</b>	<b>(21,917)</b>	<b>(25.5%)</b>

**Museum Store Sales Narrative:**

This quarter the store saw a total of \$38,326 in sales, bringing a total of \$100,270 in revenue for FY23 as of this report. Revenue growth for this quarter is up about 145.5% compared to the 2nd Quarter of FY22. Part of this growth is due to the increase in museum visitation. Another contributing factor for growth in revenue is a greater variety of merchandise, allowing the store to appeal to a variety of demographics, from railfans to the everyday family. Currently, the store makes a sale from 1 out of every 3 visitors. In order to continue this upward trend of revenue growth it is essential that the store remains involved in museum events as well as continues expanding its current product selection.

The staff met with a design team to discuss the needs of store remodel and we hope to see a proposal soon. State Public Works will assist in the development of the project, as they have not yet determined if the museum can perform the work as an agency project.

Report is through December 31, 2022.

**IV. Membership Program**

**Membership Figures**

**Memberships (new and renewals) chart comparison against previous fiscal years.**

Membership	<u>Qtr 1</u>		<u>Qtr 2</u>		<u>Qtr 3</u>		<u>Qtr 4</u>		<u>TOTAL</u>		<u>TOTAL</u>
Categories	<u>July - Sep</u>		<u>Oct - Dec</u>		<u>Jan - Mar</u>		<u>April - June</u>				
	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>Combined</u>
Individual		63		62							0
Family		178		186							0
Sustaining		127		110							0
Contributing		10		7							0
Patron		3		3							0
Benefactor											0
Senior Couple		322		314							0
Senior		198		201							0
Students		0		0							0
Lifetime		11		14							0
<b>FY 23</b>	<b>0</b>	<b>912</b>	<b>0</b>	<b>897</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FY 22</b>	<b>23</b>	<b>105</b>	<b>14</b>	<b>98</b>	<b>12</b>	<b>72</b>	<b>9</b>	<b>128</b>	<b>58</b>	<b>493</b>	<b>551</b>
<b>FY 21</b>	<b>11</b>	<b>53</b>	<b>9</b>	<b>55</b>	<b>20</b>	<b>105</b>	<b>26</b>	<b>69</b>	<b>66</b>	<b>282</b>	<b>348</b>
<b>FY 20</b>	<b>9</b>	<b>115</b>	<b>10</b>	<b>98</b>	<b>12</b>	<b>72</b>	<b>9</b>	<b>128</b>	<b>40</b>	<b>413</b>	<b>453</b>
<b>YTD</b>	<b>0</b>	<b>912</b>	<b>0</b>	<b>1,809</b>	<b>0</b>	<b>1,809</b>	<b>0</b>	<b>1,809</b>	<b>0</b>	<b>0</b>	<b>0</b>

**YTD COMPARISON**

0.00% 868.57% 0.00% 891.13% 0.00% 657.82% 0.00% 448.88%

**QUARTERLY COMPARISON**

0.00% 868.57% 0.00% 915.31% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Quarterly Comparison compares the current quarter of the current year against the same quarter in the previous year.

**Membership Program Narrative**

The Nevada State Railroad Museum does not have a membership program. People wishing to support the museum through membership join the *Friends of the Nevada State Railroad Museum*. This non-profit organization provides cash support for various museum projects and programs. This report has some glitches in the data but our membership numbers are improving. Report is through December 31, 2022.

**V. Museum Attendance**

**Attendance chart comparison against three previous fiscal years.**

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	11,769	1,744	1665	1,176	1,021	1,017	530						18,922
<b>FY 22</b>	2,273	1,540	941	1,663	1389	490	828	1098	1166	3590	2019	1872	18,869
<b>FY 21</b>	1,087	1,100	1,185	1,024	192	402	604	774	1,096	1,360	2,072	2,076	12,972
<b>FY 20</b>	2,131	1,924	2,031	1,506	960	1,238	816	1,188	299	0	0	0	12,093
<b>YTD</b>	11,769	13,513	15,178	16,354	17,375	18,392	18,922	0	0	0	0	0	18,922

**YTD COMPARISON**

517.77% 354.39% 319.27% 254.85% 222.59% 221.70% 207.39% 0.00% 0.00% 0.00% 0.00% 0.00%

**MONTHLY COMPARISON**

517.77% 113.25% 176.94% 70.72% 73.51% 207.55% 64.01% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Attendance Receipts**

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	\$11,000	\$10,595	\$11,922	\$16,736	\$9,491	\$7,914	\$3,048	\$264					\$70,970
<b>FY 22</b>	\$14,550	\$10,367	\$6,833	\$9,480	\$7,329	\$8,435	\$1,432	\$5,346	\$7,100	\$10,912	\$9,628	\$15,677	\$107,089
<b>FY 21</b>	\$8,026	\$7,394	\$8,929	\$7,774	\$1,196	\$2,248	\$2,986	\$3,465	\$6,193	\$8,005	\$10,112	\$15,187	\$81,515
<b>FY 20</b>	\$16,201	\$14,695	\$15,076	\$13,446	\$4,663	\$4,727	\$5,401	\$5,574	\$2,584	\$0	\$0	\$4,062	\$86,428
<b>YTD</b>	\$11,000	\$10,595	\$11,922	\$16,736	\$9,491	\$7,914	\$3,048	\$264	\$0	\$0	\$0	\$0	\$70,970

**YTD COMPARISON**

75.60% 42.52% 37.55% 40.59% 19.55% 13.89% 5.22% 0.41% 0.00% 0.00% 0.00% 0.00%

**MONTHLY COMPARISON**

75.60% 102.20% 174.49% 176.54% 129.50% 93.82% 212.85% 4.94% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.



**Museum Attendance Narrative:**

The museum has enjoyed strong numbers this quarter. In particular, please note October's record breaking visitation. The Harvest Train was sold out and we directly attribute this to the tremendous response to the GWSU. However, the numbers reflected in admissions are a bit misleading as these were wristband sales. It may appear that our train ride revenues are a bit down in October, but are not. The Museum will be developing more programming that will bring more visitors into the museum.

Nevada State Railroad Museum-Carson City  
Report to the Board  
March 9, 2023

**Train Ride Receipts.**

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	\$0	\$1,098	\$2,530	\$8,041	\$3,279	\$8,152	\$0	\$0					\$23,100
<b>FY 22</b>	\$8,230	\$519	\$834	\$9,286	\$5,997	\$16,080	\$0	\$0	\$0	\$4,608	\$2,686	\$1,730	\$49,970
<b>FY 21</b>	\$3,194	\$806	\$3,640	\$4,112	\$1,697	\$0	\$0	\$0	\$0	\$1,846	\$2,308	\$7,188	\$24,791
<b>FY 20</b>	\$15,620	\$4,588	\$6,288	\$9,956	\$0	\$11,670	\$0	\$0	\$0	\$0	\$0	\$0	\$48,122
<b>YTD</b>	\$0	\$1,098	\$3,628	\$11,669	\$14,948	\$23,100	\$0	\$0	\$0	\$0	\$0	\$0	\$23,100

**YTD COMPARISON**

0.0% 12.6% 37.9% 61.8% 60.1% 56.4% 0.0% 0.0% 0.0% 0.0% 0.0% 0.0%

**MONTHLY COMPARISON**

0.0% 211.6% 303.3% 86.6% 54.7% 50.7% #DIV/0! #DIV/0! #DIV/0! 0.0% 0.0% 0.0%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Train Ride Receipts Narrative:**

Harvest Train was a tremendous boost to the quarter. Santa Train suffered from the two snow storms that seriously hampered visitation. As the museum does not have professional snow removal equipment, most of the parking lots and walkways were not clear until the storms stopped mid-day. In spite of the hardship, the snow was a beautiful addition and enhanced the magic surrounding Santa's visit. Those who braved the weather experienced a once in a lifetime event. It was exceptional. Report is through December 31, 2022

## **VII General Museum Activities**

The museum had a good turnout for its Harvest Train celebration, October 15 and 16. The weather cooperated with sunny skies and warm temperatures. Over 1,400 visitors stopped by for a train ride and a visit to the museum. In fact, the museum ran out of parking during some of the busiest portions of the weekend with visitors having to find parking offsite. Trains were busy and pumpkin sales were brisk.

Museum staff and volunteers participated at the Carson City BOOnanza for the second year in a row. This annual event takes place the Thursday before Halloween at Mills Park from 4:00pm to 7:00pm. Over 70 businesses, government agencies, and non-profits hand out candy and goodies to kids while promoting their businesses/services. Over 2,000 people are estimated to visit BOOnanza each year. Since participating in this event in 2021, NSRM has noticed an uptick in visitors during the Nevada Day weekend festivities. Thanks to our staff and volunteers for representing the museum at BOOnanza.

Two new part-time museum attendants were hired at the museum in November: Ryan Korson and Noah Hanson. Ryan Korson was a volunteer at NSRM before being added as a part-time museum attendant. He is a student at Western Nevada College and has a great appreciation for the history of the Virginia & Truckee Railroad. Noah Hanson is an adjunct instructor at Western Nevada College in the History Department and will help us mostly on the weekends. Ryan and Noah help us with special events, cover the admission desk, and various duties as assigned. We are excited to have Ryan and Noah working at NSRM.

Santa Train was a success again this year. Attendance was slightly down compared to previous years. Much of that is due to poor weather, including rain and eventually a blizzard that kept visitors away. During the winter, museum staff and the Friends of NSRM are working together to improve event planning and coordination to have an even more successful Santa Train in 2023.

Visit Carson City filmed a commercial at the museum to promote the first annual Mark Twain Days celebration, which is April 21-23, 2023.

Mike Shaughnessy, a wonderful volunteer at the Museum, spent his 87th birthday in the cab of the steamed-up locomotive #25. This was a dream for him as he did the same thing 80 years ago (80!) when locomotive #25 was in operation in the final days of the Virginia and Truckee Railroad.

The CIPs for re-roofing and HVAC upgrades have been delayed due to budget constraints and materials procurement. Work is projected to start in April 2023 and will become complete AFTER a 52 week delay for parts sometime in late 2024.

The heavy rains and snow have caused additional flooding in the interpretive center and we experienced about 3 weeks of standing water in the museum that never left until after the new year. State Public Works inspected the site and had some ideas. We really need some design and construction work to prevent a repeat of 2017's flood.

Report is through December 31, 2022.

**VI. Fundraising Activities:**

The Museum received a \$5,000 donation from the Winston Jefferys Jones trust.

The Museum, through the Friends, recieved a \$15,000 donation to assist with the movement of locomotives from the California State Railroad Museum.



Happy 87<sup>th</sup> Birthday to Mike Shaughnessy!



Harvest Train Pumpkin Patch. John Gaffney image.





#25 pulling a load of brave Nevadans. Rick Bieniek image



Harvest Train with a very crowded depot. John Gaffney image.





Santa confers with his elves near the water tower. John Gaffney image.



Over the river and through the woods. Rick Bieniek image.



Delighted children at the depot. John Gaffney image.



Another satisfied customer! John Gaffney image.



#25 pushing snow while preparations are made for the public.



Funding Source	5037-35
----------------	---------

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
FOR LESS THAN \$50,000**

A Contract Between the State of Nevada  
Acting by and Through its

Agency Name:	<b>Division of Museums and History</b>
Address:	412 East Musser Street
City, State, Zip Code:	Carson City, NV 89701
Contact:	Daphne O. DeLeon, Administrative Services Officer
Phone:	775-687-7340 ext. 302
Fax:	775-687-4333
Email:	dadeleon@nevadaculture.org

Contractor Name:	<b>4Concrete LLC</b>
Address:	3445 Pershing Lane
City, State, Zip Code:	Washoe Valley, NV 89704-9286
Contact:	Ben Coyazo
Phone:	775-683-1519
Fax:	
Email:	efraincoyazo@yahoo.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in **Section 7, Contract Termination**. Contracts requiring approval of the Nevada Board of Museums and History are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

Effective from:	<b>Upon Approval</b>	To:	<b>June 30, 2023</b>
-----------------	----------------------	-----	----------------------

2. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

3. **SCOPE OF WORK.** The Scope of Work is described below, which is incorporated herein by reference:

**DESCRIPTION OF SCOPE OF WORK:**

## **NEVADA STATE RAILROAD MUSEUM**

**2180 SOUTH CARSON STREET, CARSON CITY, NV 89701**

**Scope of Work**

**Summary**

**Date:** February  
7, 2023

**Project:** concrete flooring in Jacobsen Interpretive Center

**Contract Number:** TBT

**General Intention:** This Scope of Work is intended to include all work required to complete the project described below. Contractors who submit bids are required to include and disclose in their bid all work deemed necessary to complete the project.

**Task/s**

- 1) **Remove steps and concrete walkways at front of museum so the tracks can be leveled and electrical can be repaired.**
- 2) **Install concrete through both tracks the length of museum.**
- 3) **ADD/ALT pending cost: Polish and dye all**

**concrete to match Introduction:**

This project **will** provide a level surface through out the museum. This is chiefly a flat work project with one

set of stairs. This project will eliminate some safety concerns and increase the usable space.

**Scope of Work:**

This project **will**

- Demolish two walkways
- Demolish one stairway
- Saw-areas for data cables and power cables
- Level and tamp track
- Install concrete
- ADD/ALT: grind and dye throughout the

interpretive center Work can take place Monday through Friday, 6 a.m.-5 p.m.

**Schedule:** **Work must be completed by June 1, 2021**

**Conditions:** Must carry liability insurance. Must work in and around the public. OSHA rules apply

<b>Funding Source</b>	5037-35
-----------------------	---------

<p><b>Location:</b> 2180 South Carson Street, Carson City, NV 89701</p> <p><b>Reason why this work cannot be accomplished by agency:</b> Lack of skills, time or tools.</p> <p><b>Point of Contact:</b> Daniel Thielen, 775-687-6953 ext 223</p> <p style="text-align: center;"><b>End of Summary</b></p> <p>Instructions to bidders: The following documents are required prior to contract approval: State of Nevada business license. Vendor must provide proof of liability and worker's compensation insurance. The certificates must name the Nevada State Railroad Museum, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. Vendor must be a registered vendor with State of Nevada. Vendor must use electronic transfer for payment.</p>
---

An Attachment must be limited to the Scope of Work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachment.. This Contract incorporates the following attachment.

ATTACHMENT AA:	CONTRACTOR'S PROPOSAL
----------------	-----------------------

5. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

	per	
--	-----	--

Total Contract or installments payable at:	Completion of project and receipt of invoice
--	--

Total Contract Not to Exceed:	\$44,000
-------------------------------	----------

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated Attachments (if any). Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

6. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
7. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.
8. **CONTRACT TERMINATION.**
- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving



not less than thirty (30) days' notice in the manner specified in **Section 2, Notice**. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.

B. **State Termination for Non-Appropriation.** The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

C. **Termination with Cause for Breach.** A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under **Subsection 7D**. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. **Time to Correct.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in **Section 2, Notice**, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under **Subsection 7C**, above, shall run concurrently, unless the notice expressly states otherwise.

9. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

10. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the

Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

11. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this Contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
12. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
13. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to Contractor's automobile and general liability policies, the State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.

A. Workers' Compensation and Employer's Liability Insurance.

- 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.

B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- |  |             |
|--|-------------|
| 1) General Aggregate                         | \$2,000,000 |
| 2) Products – Completed Operations Aggregate | \$1,000,000 |
| 3) Personal and Advertising Injury           | \$1,000,000 |
| 4) Each Occurrence                           | \$1,000,000 |


*Mail all required insurance documents to the Contracting Agency identified on page one of the Contract.*

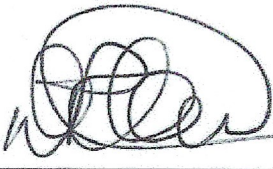
14. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
15. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
16. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.

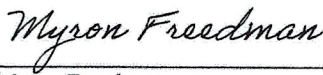
<b>Funding Source</b>	5037-35
-----------------------	---------

17. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.
18. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
19. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
20. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
21. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its Scope of Work constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the "not to exceed" value **Section 4, Consideration** equals or exceeds \$50,000. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

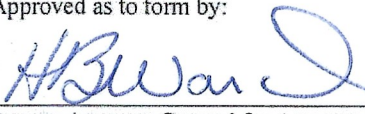
	2/23/2023	Independent Contractor
Signature	Date	Title

	2/23/23	Nevada State Railroad Museum, Carson City Director
Daniel Thielen	Date	Title

	02/24/2023	Nevada Division of Museums and History Administrator
Myron Freedman	Date	Title

Robert Stoldal	Date	Nevada Board of Museums & History Chair
		Title

Approved as to form by:

	On: 02/24/2023
Deputy Attorney General for Attorney General	Date

# ATTACHMENT AA

## PROPOSAL

### 4 CONCRETE LLC

NV LIC: 00833811 CLASS: C-5  
4concrete775@gmail.com | Office: (775) 260-2448

DATE: 2/13/2023  
**EXPIRATION DATE: 3/13/2023**

#### CUSTOMER

Name: Dan Thielen (NN Railroad Museum)  
Street Address: 2180 S. Carson St.  
City/State/ZIP: Carson City, NV 89701  
Phone: 775-450-3608  
Email: Dthielen@nevadaculture.org  
Project Name: Concrete Flooring

#### CONTRACTOR

Company: 4 Concrete LLC  
Street Address: 3445 Pershing Lane  
City/State/ZIP: Washoe Valley, NV 89704  
Project Manager: Ben Coyazo  
Cell Phone: 775-762-1940  
Email: bencoyazo@gmail.com

#### SCOPE OF WORK

- Saw cut all concrete needed
- Demo and dispose of any existing concrete needed
- Determine proper elevations needed with laser and set grade
- Install and compact type II base material
- Install any forms if needed
- Install rebar dowels into all concrete adjacent to new concrete
- Pour and finish concrete
- Strip any forms and clean job
- Apply cold weather blankets for 3 days if below 30°

Total | **\$ 44,000**

#### ADDITIONAL NOTES

Approximate square feet for this project = 2700

A 4000psi mix **will** be used on this project.

---

## EXCLUSIONS

---

Traffic control, barricades, and temporary protection of work for others. Water proofing, insulation, water stop, and xipex. Shop drawings and embed drawings furnished by others. Testing and permit fees, site retaining walls, concrete washout bins, and trash haul off cost(s).

## WINTER CONDITIONS

---

During the winter season, blankets may be required during cold weather pouring. Concrete blankets are used to prevent freezing during the curing process. If blankets and/or other winter precautions are required and are not included in this estimate, a change order will be provided to ensure proper care of your concrete structure. Blankets are typically \$1.00 per square foot (estimate).

## COMPANY PROPOSAL

---

All work to be completed in a professional manner according to all current standards, policies, and regulations.

## LIMITED WORKMANSHIP WARRANTY

---

4 Concrete LLC warrants your concrete surface against any surface peeling or scaling that result from inferior materials or workmanship for a period of one year subject to the warranty limitations and warranty conditions set out herein. The Limited Workmanship Warranty expires one year from the date of completion of the project.

The Limited Workmanship Warranty excludes cracking, peeling or scaling, curling or shrinkage, discoloration, and any variations of color in the finished surface. Concrete cracking is a normal occurrence; however, we will do everything we can to control cracking, but there is no guarantee that concrete will not crack. Extenders and additives that are incorporated into ready mixed concrete can cause some areas of the finished surface to be a darker shade than other areas. 4 Concrete LLC is not liable for repair conditions caused by misuse or abuse, raising or settling caused by sub-surface ground conditions, ground settlement, damage caused by impact or exposure or contact with any foreign substance or any other mistreatment of the surface, winter conditions, accidents, acts of God, damage from wear and tear, deicers, chemicals, equipment, vehicles, and other instances that are out of 4 Concrete LLC's control and are not covered by our warranty. The liability of the work outlined under this warranty will be limited to the repair or replacement of the defective area only and at the sole discretion of 4 Concrete LLC. This warranty does not apply to, and is waived by the homeowner as to, any construction work that has been subjected to an accident nor does it apply to any construction work that has been modified, altered, defaced and/or had repairs made/attempted by the homeowner or others.

Client Care: we recommend properly caring for the concrete surface to extend its longevity with the following instructions: do not drive or park vehicles or equipment on new concrete for at least seven days unless otherwise noted by 4 Concrete LLC. Do not allow water to drain beneath the concrete slab. Re-seal concrete every two to three years to prevent surface deterioration and never expose the concrete to salt and/or other deicer chemicals.

## PAYMENT TERMS

---

Client agrees to pay 50% of the proposal amount at the time of project start date and 100% when the job is completed. Acceptable forms of payment include check, cash, and all major credit cards (Visa, Mastercard, Discover and American Express). All card transactions are subject to a 3.5% processing fee.

A finance charge of 2% per month for an annual percentage rate of 24% will be charged on all past due accounts.

If it shall become necessary for the contractor, 4 Concrete LLC, to seek the services of an attorney to enforce the owner/client's obligations under this agreement, 4 Concrete LLC shall be entitled to recover its actual attorney's fees and all expenses incurred, which shall be paid by the owner/client to 4 Concrete LLC on demand. It is the intention of the Parties hereto that this agreement and the performance hereunder and all suits and special proceedings hereunder be governed by and construed in accordance with and pursuant to the laws of the State of Nevada, and all actions shall be filed in a court of competent jurisdiction.

---





---

**AUTHORIZED SIGNATURES**

---

This is a quotation on the services named, subject to the conditions noted below:  
The contents of this proposal discard any plans or verbal discussions unless amended in writing. No cancellation, waiver, alteration, or modification of this agreement by the owner/client shall be valid unless in writing. This agreement may be terminated without notice by 4 Concrete LLC at any time. Client agrees to pay 4 Concrete LLC the reasonable value of the work completed if the agreement is rescinded. Bid is valid for 30 days. Rates are subject to change (*outside of 30 days*) based on the current economic climate including, but not limited to fuel, materials, concrete, labor, etc.

You are hereby authorizing 4 Concrete LLC to begin work and agreeing to the outlined scope of work and estimate(s) provided. The owner/client agrees to pay 4 Concrete LLC for furnishing the materials and performing the work as specified herein and may be subject to additions for any changes. Any increase in the estimated price resulting from such changes shall be agreed upon by both parties.

---

**PRINT NAME** */Owner! Client! Authorized Representative)*

---

**OWNER/CLIENT SIGNATURE** *(Owner/Client! Authorized Representative)*

---

**DATE**

---

**4 CONCRETE LLC/EFRAIN COYAZO**

---

**DATE**

---

**THANK YOU FOR YOUR BUSINESS!**

---



Date: February 24, 2023

To: Robert Stoldal, Chair, Board of Museums and History

Through: Myron Freedman, Administrator, Division of Museums and History

From: Dan Thielen, Museum Director, Nevada State Railroad Museum, CC

Re: B/A 5037 Budget Amendment to support equipment purchase

The Nevada State Railroad Museum requests authority to use funding from BA 5037 CAT 55-01 for the purchase of a replacement forklift. Revenues from admissions and train rides are exceeding our budgeted amount and we have a tremendous opportunity to take advantage of these funds to replace an aging piece of critical equipment. The museums programs are dependent on this tool. It is our goal to find a late model SkyTrak style forklift to replace this 40 year old fork lift. Parts are no longer available.

We sought one-shot funding through the State but were denied.

The museum will use a combination of funds to replace this machine.

General Funds:	\$34,000
License Plate funds:	\$15,000
Friends of NSRM	\$10,000
CAT 55-01 Trust funds:	<u>\$60,000</u>
	\$115,000

Total Request	\$60,000
---------------	----------

NSRM currently has \$363,348.00 in B/A 5037 CAT 55-01 (Restricted Projects CC) on hand to complete this project.

Please sign below to signify your approval.

Approved: \_\_\_\_\_  
Chair, Board of Museums and History

\_\_\_\_\_  
Date

JOE LOMBARDO  
PETER BARTON  
DANIEL THIELEN

Governor  
Administrator  
Director, *Nevada State Railroad Museum, Carson City*

# NEVADA MUSEUMS & HISTORY



February 21, 2023

Memo: Winston Jeffreys Jones, Jr Trust

It is requested that the Board of Museums and History accept the donation of \$5,000 from the Winston Jeffreys Jones, Jr Trust.

This is an unrestricted donation.

A handwritten signature in blue ink, appearing to read 'Daniel Thielen', with a long, sweeping horizontal line extending to the right.

Daniel Thielen

Director

---

Approved by Chair, Board of Museums and History.

February 21, 2023

Winston Jeffreys Jones Jr Trust  
Patricia E. Sharp TTE  
1757 Lott Rd  
Monticello, FL 32344-6872

Dear Mr. Jeffreys,

The Nevada State Railroad Museum thanks you for your donation of \$5000 for the museum. We take special care of these funds and will use them to further the museum's programs to preserve and tell the story of Nevada's rich railroad heritage.

I am not certain what we have done to deserve such a generous gift, but we are happy to receive it.

With sincere appreciation,



Daniel Thielen  
Museum Director  
Nevada State Railroad Museum  
Carson City, Nevada 89705  
dthielen@nevadaculture.org

**RECEIPT OF DISTRIBUTE**

The undersigned hereby acknowledges receipt from PATRICIA SHARP, successor trustee of the WINSTON JEFFREYS JONES, JR. TRUST dated May 28, 1993, of cash in the amount of Five Thousand Dollars (\$5,000.00).

Dated: 15 DEC 2022

Nevada State Railroad Museum

Signature

Name (Please Print)

Title

WELLS FARGO  
Wells Fargo Bank, N.A.  
wellsfargo.com

Pay to the  
Order of Nevada State Railroad Museum \$5,000.00  
Five thousand and 00/100 Dollars

12/11/2022  
Date

1008  
11-4288/1210 4188

For Charitable Gift  
01210128821 8469559671 01008  
Patricia Sharp

**NEVADA MUSEUMS & HISTORY**

**Joe Lombardo** | Governor

**Myron Freedman** | Administrator

**Catherine Magee** | Director

**NEVADA HISTORICAL SOCIETY**

1650 North Virginia Street

Reno, NV 89503

# NEVADA

## MUSEUMS & HISTORY



## NEVADA HISTORICAL SOCIETY

REPORT TO THE  
BOARD OF MUSEUMS AND HISTORY March 9, 2023



**I. Private Funds Budget Summary B/A 5035**

**State Fiscal Year 2023**  
**12/31/2022**

	<b><u>GL /Cat#</u></b>	<b><u>SFY 2023</u></b> <b><u>Budget</u></b>	<b><u>Actuals</u></b> <b><u>YTD</u></b>	<b><u>Percentage</u></b> <b><u>YTD</u></b>
Cash From Prev Fiscal Year	2511	2,027,105	2,027,105	100.00%
Cash Bal Fwd New Fiscal Year	2512	0	0	0.00%

**Comparison of Revenues Budgeted/ Received:**

Memberships*	4008	27,686	10,380	37.49%
Photograph Sales	4010	2,590	460	17.76%
Printing Sales	4011	1,137	157	13.79%
Merchandise Sales*	4025	3,013	4,645	154.16%
Gifts & Donations	4251	3,258	350	10.74%
Private Grants	4265	6,419	2,992	46.60%
Treasurer's Interest	4326	20,121	5,743	28.54%
Trans Museum Ded Trust	4665	0	0	0.00%
<b>Total Revenues:</b>		<b>\$64,224</b>	<b>\$24,726</b>	<b>38.50%</b>

**Comparison of Expenditures Budgeted/Expended:**

Administration	35	37,407	1,854	4.96%
Nevada Historical Quarterly	37	38,968	13,997	35.92%
Museum Store*	41	8,717	472	5.41%
Board Appr Special Projects	48	270,676	0	0.00%
Photo	49	2,800	0	0.00%
Special Projects (Restricted)	55	1,720,016	19,766	1.15%
<b>Total Expenditures:</b>		<b>\$2,078,584</b>	<b>\$36,089</b>	<b>1.74%</b>

Available Unrestricted Cash 2,015,743

**Revenue/Expenditure Comparison Narrative:**

The above figures reflect fiscal year 2023 revenues and expenditures as of December 31, 2022.  
\* Further detail available in the below identified sections.

Report is through December 31, 2022.

\* Further detail available in the identified sections.

II. Museum Store Sales

Gross store sales revenue comparison against three previous fiscal years.

Fiscal Year	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
FY 2023	457	1,061	492	1,166	242	1,227							4,645
FY 2022	2,279	378	532	876	478	1,732	357	153	1,869	273	292	3,017	12,237
FY 2021	93	-	-	927	513	685	131	12	198	20	378	57	3,013
FY 2020	1,335	946	1,070	701	847	1,775	1,019	1,598	451	75	70	(4)	9,884
YTD	457	1,518	2,010	3,176	3,418	4,645	4,645	4,645	4,645	4,645	4,645	4,645	4,645

<u>YTD COMPARISON</u>	20.05%	57.12%	63.04%	78.13%	75.24%	74.02%	70.03%	68.45%	53.67%	52.03%	50.38%	37.96%
<u>MONTHLY COMPARISON</u>	20.05%	280.38%	92.65%	133.05%	50.64%	70.81%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.  
Monthly Comparison compares the current month of the current year against the same month in the previous year.

Store sales chart comparison against previous fiscal years.  
Chart will be updated for next scheduled Board of Museums and History meeting.

Nevada Historical Society  
Report to the Board  
March 9, 2023

Museum Store Profit and Loss Chart

<b>FY2023</b>	<b>Revenues</b>	<b>Expenditures</b>			<b>Total</b>	<b>Net</b>	<b>% Net</b>
		Merchandise	Personnel	Oper/Other	Expenditure	Profit (Loss)	Profit (Loss)
July	457	-	-	-	-	457	100.0%
August	1,061	-	-	-	-	1,061	100.0%
September	492	227	-	-	227	265	53.9%
October	1,166	-	-	-	-	1,166	100.0%
November	242	170	-	-	170	72	29.7%
December	1,227	75	-	-	75	1,152	93.9%
January					-	-	0.0%
February					-	-	0.0%
March					-	-	0.0%
April					-	-	0.0%
May					-	-	0.0%
June					-	-	0.0%
<b>FY23 Total</b>	<b>4,645</b>	<b>472</b>	<b>-</b>	<b>-</b>	<b>472</b>	<b>4,173</b>	<b>89.8%</b>
FY22 Total	12,237	1,635	-	-	2,910	9,326	76.2%
FY21 Total	3,013	4,120	-	1,080	5,200	(2,187)	(72.6%)
FY20 Total	9,884	4,661		2,201	6,863	3,021	30.6%

**Museum Store Sales Narrative:**

Sales in the museum store reflect limited onsite foot traffic as the NHS has reduced hours due to the reduced staffing as a result of the COVID-19 pandemic.

Tiffany Jones filled the position of Administrative Assistant and the NHS Store Manager this quarter. Tiffany Jones is assessing the inventory needs and is purchasing new merchandise. Report reflects activity through December 31, 2022.

**IV. Membership Program**

**Membership Figures**

**Memberships (new and renewals) chart comparison against previous fiscal years.**

Membership Categories	<u>Qtr 1</u> <u>July - Sep</u>		<u>Qtr 2</u> <u>Oct - Dec</u>		<u>Qtr 3</u> <u>Jan - Mar</u>		<u>Qtr 4</u> <u>April - June</u>		<u>TOTAL</u>		<u>TOTAL</u>
	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>New</u>	<u>Renew</u>	<u>Combined</u>
Individual	10	29	9	47					19	76	95
Family	6	17	3	22					9	39	48
Sustaining	1	21	1	13					2	34	36
Contributing	0	0	0	1					0	1	1
Patron	0	0	0	0					0	0	0
Benefactor	0	0	0	0					0	0	0
Senior	2	14	3	13					5	27	32
Student	0	0	2	0					2	0	2
<b>FY 23</b>	19	81	18	96	0	0	0	0	37	177	214
<b>FY 22</b>	2	60	11	66	12	99	0	144	25	363	388
<b>FY 21</b>	6	82	4	90	11	99	0	42	21	313	334
<b>FY 20</b>	43	75	15	67	18	188	0	0	76	330	406
<b>YTD</b>	19	81	37	177	37	177	37	177	37	177	214

**YTD COMPARISON**

950.00% 135.00% 284.62% 140.48% 148.00% 78.67% 148.00% 47.97%

**QUARTERLY COMPARISON**

950.00% 135.00% 163.64% 145.45% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Quarterly Comparison compares the current quarter of the current year against the same quarter in the previous year.



### **Membership Sales**

Membership sales comparison against three previous fiscal years.

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	\$0	\$2,375	\$2,725	\$995	\$1,855	\$2,430							\$10,380
<b>FY 22</b>	\$1,365	\$315	\$2,300	\$300	\$1,760	\$3,595	\$2,300	\$2,510	\$3,590	\$505	\$620	\$1,685	\$20,845
<b>FY 21</b>	\$60	\$3,819	\$4,451	\$3,179	\$480	\$5,012	\$1,740	\$2,520	\$2,605	\$2,170	\$325	\$1,325	\$27,686
<b>FY 20</b>	\$735	\$3,200	\$1,670	\$2,135	\$1,610	\$1,190	\$2,435	\$5,650	\$260	\$0	\$580	\$420	\$19,885
<b>YTD</b>	\$0	\$2,375	\$5,100	\$6,095	\$7,950	\$10,380	\$0	\$0	\$0	\$0	\$0	\$0	\$10,380

### **YTD COMPARISON**

#DIV/0!	141.37%	128.14%	142.41%	131.62%	107.73%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
---------	---------	---------	---------	---------	---------	-------	-------	-------	-------	-------	-------	-------

### **MONTHLY COMPARISON**

0.00%	753.97%	118.48%	331.67%	105.40%	67.59%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
-------	---------	---------	---------	---------	--------	-------	-------	-------	-------	-------	-------	-------

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

### **Membership Program Narrative**

The NHS also has institutional memberships with 7 renewals this quarter. The NHS docents provide membership functions: send out and process renewals and update our membership database. They are working in conjunction with Tiffany Jones who also oversees membership. This reflects memberships through December 31, 2022.

**V. Museum Attendance**

**Attendance chart comparison against three previous fiscal years.**

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	254	60	169	239	144	222							1088
<b>FY 22</b>	84	54	50	114	87	239	80	295	137	170	317	136	1,763
<b>FY 21</b>	20	36	36	63	36	2	32	56	70	87	0	0	438
<b>FY 20</b>	578	227	243	388	349	243	334	347	215	0	0	0	2,924
<b>YTD</b>	254	314	483	722	866	1,088	0	0	0	0	0	0	1,088

**YTD COMPARISON**

302.38% 227.54% 256.91% 239.07% 222.62% 173.25% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

**MONTHLY COMPARISON**

302.38% 111.11% 338.00% 209.65% 165.52% 92.89% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Attendance Receipts**

	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>TOTAL</u>
<b>FY 23</b>	\$74	\$70	\$108	\$240	\$150	\$156							\$798
<b>FY 22</b>	\$315	\$180	\$115	\$15	\$182	\$102	\$102	\$54	\$254	\$192	\$162	\$294	\$1,967
<b>FY 21</b>	\$25	\$50	\$0	\$95	\$15	\$0	\$15	\$50	\$40	\$190	\$25	\$135	\$640
<b>FY 20</b>	\$465	\$395	\$360	\$605	\$330	\$390	\$295	\$310	\$150	\$0	\$0	\$80	\$3,380
<b>YTD</b>	74	144	252	492	642	798	0	0	0	0	0	0	798

**YTD COMPARISON**

23.49% 29.09% 41.31% 78.72% 79.55% 87.79% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

**MONTHLY COMPARISON**

23.49% 38.89% 93.91% 1600.00% 82.42% 152.94% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Year-to-Date Comparison compares the cumulative year to date figures against the same time period in the previous year.

Monthly Comparison compares the current month of the current year against the same month in the previous year.

**Museum Attendance Narrative:**

The NHS is open to the public with limited hours due to the limited staff, docents, and volunteers. The NHS Research Library is open by appointment Wednesday-Friday from 12:00 to 4:00. The Museum Gallery is open to the public Wednesday-Friday 10:00 AM to 4:00 PM. 66 library visitors\*, 605 gallery visitors, we had 175 students and 18 adults for school tours this quarter.

In August the Research Library closed from Aug- Oct due to a leak in collections storage. The Research Library was used for collections triage and conservation.

**Bill Fong's New China Club presentation  
with Sarah Patton, NHS Archivist**

**VI. Fundraising Activities:**

Our docent volunteer hours: October 610.5, November 477.0, December 581.5

A high school intern returned for a second internship: 8 hours

A UNR Student interned: 22 hours

Total volunteer hours donated this quarter: 1699 hours

Total value of donated time: \$50,885.50\*

\* based on accepted rate of \$29.95/hour

Catherine continues to work on a Friends of NHS fundraising group

## VII General Museum Activities

### **Events:**

#### **October 2022**

**6th** 10-11:30 am—**Docent Council Lecture**—Janet Phillips, *Tahoe Pyramid Trail: Following the Truckee River*. Live program.

**20th** 12-1:30 pm—**High Noon—Dana Toth**—*Promoting the Significance of North Central Nevada History Within a Museum and a Community*. Virtual Program.

**26th 5-6:30 pm—Society on Display**—Catherine Magee, *Reflections on Geography, NAC Geographic Divides* exhibit. Live program and reception.

#### **November 2022**

**3rd** 10-11:30 am—**Docent Council Lecture**—Catherine Magee, *Implicit Illicit to Visible Vice, the history of brothel prostitution*. Live program.

**17th** 12-1:30 pm—**High Noon—Frank X. Mullen Jr.**—*Fake News: Twain, DeQuille, hoaxes and tall tales in Comstock newspapers*. Virtual and streaming at NHS.

#### **December 2022**

**1st** 10-11:30 am—**Docent Council Lecture**—Myron Freedman, *The Carson City State Museum and its ties to the NHS*. Live program.

**1st** 5:30-7:30 pm—**Nevada History Lecture**—Richard Dorman, *The Last Horse-drawn Mail Stage Robbery: A Forgotten Tale of Robbery and Murder in Jarbidge, NV 1916*. Live program.

**15th** 12-1:30 pm—**High Noon**—Karen Burns, *Backstage Pass: Behind the Scenes & Seams, When Hollywood Came to Reno!* Virtual and streaming at NHS.

### **Interesting tours, and public outreach**

#### **October**

Shery was on the panel to select the artist for Governor Sisolak's official portrait.

Catherine gave a talk at the NHS to Chapter Q P.E.O. about the NHS Docent Council history and the Thomas collection.

#### **November**

Shery gave a presentation about *Eight Women in Nevada's History*, to the Women's luncheon for the Grand Lodge of Nevada.

#### **December**

Sarah Patton gave a *Genealogical resources at the NHS* presentation to TMCC Open Genealogy Lab participants.



### **Daily operations**

The NHS Team completed a Strategic Plan for 2023-2028.

Tiffany Jones joined the NHS team as the Administrative Assistant and Sote Manager in October. NHS now has five of seven permanent staff.

Magee and Brastoff are working closely with Anna Camp on NAGPRA and repatriation issues. **165** total hours spent on NAGPRA this quarter.

In August, there was a roof leak in collections storage that damaged collections (blue prints, aeronautical engineering drawings, maps, prints, and one object), loss of archival storage materials estimated at \$10,000.00 replacement cost. On December 12, 2022, the leak reoccurred in the same location just as the drywall and painting was being completed.

State Public Works Division Project Managers for Buildings and Roof systems assessed the situation and determined the leaks are due to failing exterior stucco and not the roof. For the complete repair of the four walls of the exterior stucco system, damaged plywood and interior drywall, the NHS will have to move all collections out from the Collections Storage facility into a temporary storage facility. This represent approximately 95% of NHS collections.

A conservative estimate for the collections move is over 5 million dollars and will require years of advance planning and may result in the NHS having to close to public.

The repair of the north wall of the collections storage facility is needed immediately, and State Public Works Division Project Managers Marc Burgess had Catherine Magee put in an insurance claim to Risk Management for the repair. This claim is currently being assessed.

Sarah manages the Research Library and appointments with assistance from Shery to oversee the room when Sarah is in the stacks.

Debra, Shery, Sarah, and Catherine continue to process collections and answer research questions.

Shery continues her good work works with Department of Tourism with social media the NHS website.

Tiffany took over management of the museum store and is now on the Online Store committee. She provides administrative support to NHS docents, NHS and DMH staff for financial reporting, purchasing, membership, and the museum among other duties.

Catherine continues being the Managing editor for the *Nevada Historical Society Q*.

Catherine continues to function as the Curator of Education, booking school tours, managing docents, and interns.

#### **X. NHS Quarterly**

The 2022 *Nevada Historical Society Quarterly (NHSQ)* combined issue is in production with William Rowley as the contract Editor-in-Chief.

The NHSQ is on track to become a hybrid digital/print publication for calendar year 2023. Magee made corrections to the contract for Johns Hopkins University hosting the *NHSQ* on Project Muse.

Project MUSE will provide the online access for paid subscriptions to *NHSQ* and the "best of" end of year *NHSQ* will be printed and sent to subscribers once a year.

## **XI. Mission Statement**

The Nevada Historical Society was founded in 1904

### **Mission**

The Nevada Historical Society collects and preserves our state's cultural heritage to make it accessible to everyone through education, research, and exhibitions about the people, places, and events that shape Nevada.

### **Vision**

The Nevada Historical Society encourages the spirit of discovery and pursuit of knowledge to enrich lives through history.

We strive to be:

- A diverse and inclusive educational institution that reflects the histories of all Nevadans
- A valuable resource that illuminates our past, connects us to the present, and inspires us for the future
- An accessible destination for education, research, and public programs

## **XII. Current Operations**

The NHS is open to the public and by appointment Wednesdays, Thursdays, and Fridays 10 AM to 4 PM . The Research Library is open by appointment Wednesdays, Thursdays, and Fridays from 12PM to 4PM. The staff hours are from 7:30 AM to 5:30 PM Monday through Friday.

Catherine Magee, Director  
February 15, 2023



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A Contract Between the State of Nevada

Acting by and Through its

Agency Name:	Division of Museums and History – Nevada Historical Society
Address:	412 East Musser Street, Suite 2
City, State, Zip Code:	Carson City, NV 89701
Contact:	Daphne O. DeLeon, Administrative Services Officer
Phone:	775-687-7340 ext. 302
Fax:	775-687-4333
Email:	dadelcon@nevadaculture.org

Contractor Name:	Howard Walter Herz
Address:	PO Box 13313
City, State, Zip Code:	Reno, NV 89507
Contact:	Howard Herz
Phone:	775-292-0922
Fax:	
Email:	chipsandtokens@yahoo.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
  - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
  - B. "Contracting Agency" – means the State agency identified above.
  - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
  - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
  - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
  - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	April 1, 2023	To:	March 31, 2025
-----------------	---------------	-----	----------------

4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$50.00	per	hour
---------	-----	------

Total Contract or installments payable at:	Within 30 days of receipt of Independent Contractor's Invoice
--	---

Total Contract Not to Exceed:	\$100,000.00
-------------------------------	--------------

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a state claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a state claim and that this amount will be deducted from the state claim payment due to Contractor.
9. **INSPECTION & AUDIT.**
- A. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.



- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

#### 10. CONTRACT TERMINATION.

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
  - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. **Time to Correct.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. **Winding Up Affairs Upon Termination.** In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
  - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
  - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this

contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. **Insurance Coverage.** Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. **General Requirements.**

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) **Policy Cancellation:** Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) **Approved Insurer:** Each insurance policy shall be:

- a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- b) Currently rated by A.M. Best as "A-VII" or better.

**C. Evidence of Insurance.**

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

**Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.**

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) **Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

- 17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
- 18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending

portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
  - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
  - A. Any federal, state, county or local agency, legislature, commission, council or board;
  - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
  - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Howard W. Herz 2/9/23 \_\_\_\_\_  
Date Contractor  
Howard Herz

Catherine Magee 2/9/2023 \_\_\_\_\_  
Date Nevada Historical Society Director  
Catherine Magee

Myron Freedman 2/10/23 \_\_\_\_\_  
Date Nevada Division of Museums and History  
Administrator  
Myron Freedman

\_\_\_\_\_  
Date Nevada Board of Museums and History Chair  
Robert Stoldal

Approved as to form by:

H. B. Ward  
Deputy Attorney General for Attorney General

On: \_\_\_\_\_

Date



## ATTACHMENT AA: Scope of Work



NEVADA MUSEUMS & HISTORY  
Joe Lombardo | Governor Myron  
Freedman | Administrator

NEVADA HISTORICAL  
SOCIETY  
Catherine Magee Ph.D. |  
Director  
1650 North Virginia Street  
Reno, NV 89503

Scope of work for curation and cataloging the American Gaming Archive collections at the Nevada Historical Society for a two-year contract  
12/04/2022

### Project Description

The Nevada Historical Society (NHS) seeks a contractor with direct museum cataloging experience to catalog archival and object materials from the American Gaming Archives (AGA). Cataloging encompasses sorting donated materials; working with the Nevada Historical Society staff to determine what to retain and accession, appropriately house, assign object id numbers, label archival and object collections, photograph collections, enter collections into the PastPerfect collections database create finding aids for the manuscript collection and create an AGA guide to collections. The contractor will educate and train the NHS curators about of the history of gambling in the U.S. and Caribbean (American Style Gambling) to enable them to continue to professionally curate the AGA collections.

Expected contract date is April 1, 2023 through March 31, 2025. The hourly rate is \$50.00 per hour with a total number of hours expected to be 1000 hours per 12 month period equal to \$50,000.00 per each 12 month period. Total contract not to exceed \$100,000.00.

### Needed Skills

- 1) The contractor will have expert knowledge of the history of gambling in the U.S. and Caribbean (American Style Gambling).
- 2) The contractor will have expert knowledge of the history of gambling devices manufacturing and an understanding of the use of fair and "special" gambling paraphernalia.
- 3) The contractor will have direct museum experience in cataloging museum collections.
- 4) The contractor will have experience with digital photography and uploading images into computer systems.
- 5) The contractor will have excellent knowledge of Excel spreadsheet program.
- 6) The contractor will be proficient in writing detailed information for finding aids and other related documents pertaining to the AGA collections.
- 7) The contractor will be proficient in using the PastPerfect collections database program.

## ATTACHMENT BB: Insurance Schedule

### **INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.  
b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

## ATTACHMENT BB: Insurance Schedule

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Representative's Name & Address)**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **(State Department Representative's Name and Address)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ATTACHMENT CC: Contractor's Response



NEVADA MUSEUMS & HISTORY  
Steve Sisolak | Governor  
Myron Freedman | Administrator

NEVADA HISTORICAL  
SOCIETY  
Catherine Magee Ph.D. |  
Director  
1650 North Virginia Street  
Reno, NV 89503

Scope of work for curation and cataloging the American Gaming Archive collections at the Nevada Historical Society for a two-year contract  
12/04/2022

**Project Description**

The Nevada Historical Society (NHS) seeks a contractor with direct museum cataloging experience to catalog archival and object materials from the American Gaming Archives (AGA). Cataloging encompasses sorting donated materials; working with the Nevada Historical Society staff to determine what to retain and accession, appropriately house, assign object id numbers, label archival and object collections, photograph collections, enter collections into the PastPerfect collections database create finding aids for the manuscript collection and create an AGA guide to collections. The contractor will educate and train the NHS curators about of the history of gambling in the U.S. and Caribbean (American Style Gambling) to enable them to continue to professionally curate the AGA collections.

Expected contract date is April 1, 2023 through March 31, 2025. The hourly rate is \$50.00 per hour with a total number of hours expected to be 1000 hours per 12 month period equal to \$50,000.00 per each 12 month period. Total contract not to exceed \$100,000.00.

**Needed Skills**

- 1) The contractor will have expert knowledge of the history of gambling in the U.S. and Caribbean (American Style Gambling).
- 2) The contractor will have expert knowledge of the history of gambling devices manufacturing and an understanding of the use of fair and "special" gambling paraphernalia.
- 3) The contractor will have direct museum experience in cataloging museum collections.
- 4) The contractor will have experience with digital photography and uploading images into computer systems.
- 5) The contractor will have excellent knowledge of Excel spreadsheet program.
- 6) The contractor will be proficient in writing detailed information for finding aids and other related documents pertaining to the AGA collections.
- 7) The contractor will be proficient in using the PastPerfect collections database program.

  
Signed, Howard Herz

  
Date: 12/11/2022