



**MINUTES OF THE NORTHERN NYE COUNTY HOSPITAL DISTRICT
BOARD OF TRUSTEES
101 Radar Road, Tonopah, NV 89049
Special Meeting
March 02, 2020 9:00 am**

March 02, 2020

Chairman: Karmin Greber - Present
Vice Chair: Emily Hendrickson - Absent
Secretary/ Treasurer: Justin Zimmerman - Present
Trustee: Don Kaminski - Present
Trustee: Tim Gamble - Absent

Item #1, Pledge of Allegiance.

Led by Secretary/ Treasurer Justin Zimmerman.

Item #2, Approval of the Agenda for March 02, 2020. (Non-action Item)

Chairman Greber

We have one trustee at this time, on the line, Don Kaminski, Justin and myself. Two trustees are planning to call-in to participate in the meeting. We also will be receiving a phone call from our legal counsel, Tom Vallas, I haven't heard him ring in yet, he's on the road. So, we will proceed with the agenda as best we can. I heard somebody join.

Tom Vallas
It's Tom.

Chairman Greber

Tom, thank you very much. We just opened the meeting.

Tom Vallas

I sent you an email. I got his changes this morning, like within the last half hour or so. I went through them and I sent you two versions. One is his redline version and then I sent you a version, which you probably got first, which is my version, accepting his changes that I didn't think we had a problem with. And then left the things that I think we need to discuss.

Chairman Greber

I'm going to have to send Tiffany to print whatever it is that we have. So, there are items on the version that you have created for us to consider that we need to discuss?

Tom Vallas

Right. Print both versions though because that way you can see what I've accepted and what I didn't have an issue of what he was proposing.

Chairman Greber

Okay. Forgive me for asking, but are you actually commuting or are you pulled off somewhere?

Tom Vallas

I'm stopped. I'm okay. I won't have to be looking at anything.

Chairman Greber

All right, I'm going ask Trustee Zimmerman to guide us through this next step. I will recess the meeting to give Trustee Zimmerman time to gather those documents and create the public copy, as well. Hold on the line, Tom. Don, are you still on the line?

Trustee Kaminski

Still online.

MEETING RECESSED

Chairman Greber

I'd like to reconvene the meeting for March 2 2020. Please have a seat and keep your comments quiet so we can hear Tom. We're going to engage with our lawyer to walk us through the two documents that we have received. Don, I understand you have received both the red line from our partner, and also our recommended language from Tom Vallas, is that correct?

Trustee Kaminski

That's correct, I have them side-by-side, looking at them now.

Chairman Greber

We still have not heard from either Tim Gamble or Emily Hendrickson, so we will proceed with the meeting. I would like to make mention that copies of both documents, in their entirety, have been distributed to the gallery and are available to the public at this time. Tom, are you available to comment and walk us through this briefly?

Tom Vallas

Absolutely.

Chairman Greber

I think before we do that, we need to adhere back to the agenda.

Secretary / Treasurer Zimmerman

All items stand except number five.

Chairman Greber

Any comments on the agenda? Agenda stands approved.

Item #3, GENERAL PUBLIC COMMENT (Three-minute time limit per person.) Action will not be taken on the matters considered during this period until specifically included on an agenda as an action item (first).

None.

Item #4, Announcements (first)

None.

Item #5, For Possible Action – Emergency Items

Removed from the agenda.

Item #6, Trustees'/Liaison Comments (This item limited to topics/issues proposed for future workshops/agendas)

None.

GENERAL BUSINESS

Item #7, For Possible Action - Discussion and deliberation to approve, amend and approve, or deny the lease agreement between Northern Nye County Hospital District and Premier Medical Group LLC dba Central Nevada Regional Care for use of the hospital premises situated at 825 S. Main St as defined in the proposed lease agreement, and execution of same.

Chairman Greber

Tom, I'd like to hand it over to you. We're all ears.

Tom Vallas

As you know I've been working with CNRC's attorney regarding the lease for the premises. We provided it initially a few weeks ago and we got comments the end of the week prior. Since then we've been going back and forth with the comments. We went through the initial version, made some changes, sent them back. I sent those out on Friday, as soon as I could after we got our comments and we had the insurance people look at it too, just to make sure there weren't any issues. And this morning at 8:12am, I received from their attorney, his edits. I specifically asked him for not just comments but edits, to the language that he wanted to change, so I could see what he was talking about and not be too generalized. So first of all, let's go to the comments. Because the comments are not really contained in any of the changes, but we can talk about those first. One of the issues in here is their responsibility for paying any taxes on real or personal property taxes during the term of the lease with regard to the real estate taxes. They want to know what they've been in the past. I don't think we have a number for them because there has not been a taxable entity at the property within the last 10 years. Is that accurate?

Secretary / Treasurer Zimmerman

No, it would have been taxable in 2014, I believe that was the last year. It would have been taxable under Scoccia.

Tom Vallas

I thought he was nonprofit.

Secretary / Treasurer Zimmerman

Nonprofits are not intrinsically tax exempt. He might have been, but I don't know, I'd have to look.

Tom Vallas

I thought he was a 501(c)(3) from my recollection, I could be wrong, but anyway, it has been at least five years. So, it would be hard to say exactly what that number would be.

Secretary / Treasurer Zimmerman

It is. If the property was taxable under him it would have been the entire property that was taxable. And that's not going to be the case with CNRC.

Tom Vallas

Is there a way to estimate it?

Secretary / Treasurer Zimmerman

Offhand, no, but I could put something together.

Tom Vallas

And maybe that's what we do. I understand why they're asking, they want to make sure it's not \$30,000 a year or \$40,000 a year. I get it, I don't think that's an unreasonable request. If we can put something like that together, that would be great. They just want to know what those amounts are, just so they can plan too. I think that once again that's not an unreasonable request. If you could get that to me by the end of the day, that would be fantastic, and I will forward it on. And I will let him know we'll be getting him a rough estimate, we can't guarantee that it's entirely accurate, but it's going to be in the ballpark.

Secretary / Treasurer Zimmerman

Yeah, we can give them an estimate, but it also needs to be clear that it's not negotiable. The property will be taxable and we will not be liable for it.

Tom Vallas

Right, I put that in there. The new version says it's all charged to them.

With regard to cleaning services, they want those to be included as part of operating expenses. That's just a call by you. It's not a legal issue at this point. If they can include it as part of operating expenses, which is not an unreasonable request, but at the same time you are also giving them a lot already. If they weren't there, if you were operating it yourself, you'd have to pay those costs. Or maybe what we do, we will provide a minimal amount of cleaning. But again, it's your call, that it's not a legal issue.

Chairman Greber

So, we will hear your verbiage when we get to your document.

Tom Vallas

Yes, yeah.

Then he had a note in here, and he copied Quennie on this too, "Please note the insurance costs and the insurance provisions are not included as part of operating expenses" because that is specifically in there now. He made slight changes in the insurance section, some of them I didn't care about. He made some adjustments with the waiver of subrogation. I don't know why we have to make any changes, because both parties are waiving against each other, so it was a mutual provision, nobody was benefiting to the detriment of anybody else. But those are essentially comments from the email, and I'm going to go through what was actually in here. In his version on page 6 of 17, section 5, B, Roman numeral five. This is keeping the premises clean. This blue language is what I had put in there. It says "The tenant sole expense agree to maintain the premises in a clean condition, free from debris, trash, to refuse and sanitize the clinic as necessary for medical practice, if the tenant chooses to provide the cleaning services by contracting with a third party janitorial service, service must be bonded making all licenses required for a governmental entity, dependent shall not include the cost of cleaning services as part of its net operating expenses under the services agreement." That is what we have in there, that's once again a question of how you want to do it. If you want to allow them to include it in operating expenses, absolutely not an unreasonable request or an unreasonable act on the part of the Board. But at the same time, it may

be something that they need to control and take care of and not charge as an expense. I leave that to you, it's not a legal issue, it's a money issue.

Chairman Greber

Tom, I think we would like to just give it to them, allow them to invoice to include the janitorial services with their net operating expenses.

Tom Vallas

Okay, we'll give them that one.

Chairman Greber

Don, are you okay with that?

Trustee Kaminski

I'm good with that.

Tom Vallas

Do you want to limit that amount?

Chairman Greber

I don't know how we could navigate something like that. Honestly, we already have a cap on the total invoicing. And I think that for the sake of disagreement and good faith that I believe we have, I don't think they're going to become extravagant with janitorial over and above what's required by the State. We want a beautiful facility, that is clean, and we aren't the professionals to say you're charging us too much or that's excessive. I think this is something that we could reasonably entrust them with as well.

Secretary / Treasurer Zimmerman

And it's not any different, really, from Renown's agreement. Renown was not paying for janitorial services. The County paid for it when the County owned it. We have been paying for it since then, it was just a way for us to balance out the scale a little bit.

Tom Vallas

Exactly, that was my thoughts. I will make that change and we'll concede that one, which is fine.

Secretary / Treasurer Zimmerman

Let me interrupt really quick, Russell's got a comment.

Dr. Russell Pillers

I was just thinking, if you did want to have a protection on the amount, I've seen it before where you can have some language in there that the cost shall not exceed what could be reasonably expected for a like sized facility. Something like "normal and customary charges", like that. I think you can go middle ground, you're going to pay for it, but they can't go nuts.

Secretary / Treasurer Zimmerman

I like that, not actually naming the dollar amount but saying nothing extravagant.

Chairman Greber

Sounds good.

Tom Vallas

I'm going to read this to make sure it works for you.

I'm just going to add a sentence that says "the tenant may include reasonable and customary

expenses for cleaning services as part of its operating expenses under the services agreement."

Chairman Greber

Perfect. That sounds good.

Tom Vallas

Let's see, on the next change is item 6b. Essentially, the way we have it, and this was something we'd have to do anyway, we have to cover the property for risk. So, what I had proposed after we had had our insurance people look at it is, we're going to keep the policy in place. We don't have to worry about it being covered as an operating expense because we'd be paying for it and we're going to have to cover it anyway. So, there's no point in making them pay for it and us pay for it. What I had put in there is that the tenant has to pay for any increase in our premiums, based on what they're doing, any actions they take anything they do on the property and those amounts would not be allowed as an operating expense under the Services Agreement, those additional amounts. We're covering the main part. If something they do increases that liability and the associated premiums, then they would be responsible for that increase in premium only, and they don't like that, they want that out. I don't see why. If they're responsible for the increase because of something they are doing. They should be willing to bear that cost. At the same time, if it's something associated with the practice, maybe I don't have a huge issue with it, but that's a call for you to make, it is not a legal issue, it's a business issue, and I will support whatever you want to do. I can see both sides of why they do not want to pay for it, and why they don't want to include it in their operating expenses. At the same time, I can see why we would say no because we're giving them the property for free.

Chairman Greber

Well my initial thought, speaking for myself, is that I would feel comfortable allowing their wishes in this, provided that they notify us of any proposed changes that are going to significantly increase the premium or increase it whatever. As I said, our background and our shared goal is to provide services in accordance with the financial feasibility in town, the patient need, etc. All of those negotiating points are in the performance of the Development Agreement. So, if they will consent to give us a heads up before those premiums change, so that we are at least aware of what changes may be coming, I'm comfortable letting that go. Justin, what do you think?

Secretary / Treasurer Zimmerman

I agree. And I think that any change significant enough to trigger the premium would already have to come before us for approval, wouldn't it? Any sort of modification to the building.

Tom Vallas

They need your consent to do anything to the building.

Chairman Greber

Including changed services. I mean, if they're going to add a new service, or withdraw a service or change it; that's all part of the Services Agreement.

Tom Vallas

Correct. That would have to be done anyway.

Chairman Greber

So, we give it to them?

Secretary / Treasurer Zimmerman

I'm in agreement.

Trustee Kaminski
I'm good.

Tom Vallas

The next change is a similar change in Section C, right below that. Essentially, they want to delete the part that says if anything they do increases any premiums that we have to pay, they're responsible for it. If we're going to remove it above, I don't see any reason to keep it below, to be consistent.

Chairman Greber
Sure.

Secretary / Treasurer Zimmerman
Agreed.

Tom Vallas

Under the subrogation provision, it says that tenant and landlord release and relieve each other and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against in the section 6 regardless of cause. Essentially, what you're doing there is, to the extent that there's a loss, you're going to go after the insurance and waive any other claim. I don't know why they want that out. To me, if everybody's carrying the right amount of insurance. Taking it out also gives us the right to go against them, so it's kind of a live by the sword die by the sword, thing. If you're taking it out, you're also going to be subject to it, so they're opening themselves up as well. They've got to carry workers comp, that does subrogate us. We're not going to waive our subrogation against them for property damage that they may cause. That to me, would not be advisable. They already have to carry their own personal property coverage, they've got to carry general liability and malpractice coverage. Maybe we take out the waiver of subrogation, and only make it with regard to the workers comp policy, with regard to tenant waiver and subrogation against us. In terms of our policy covering the premises, I would just take that provision out. If that's the case, it removes a lot of claims between the parties when you have a waiver of subrogation, and I don't see that there is a huge risk for either party. Nonetheless, if they don't want it there, I don't think this is a hilt to die on. I also don't see a lot of risk in the long term, personally, but I can't foresee the future and that's just my opinion. I would probably accept their change and then remove that last line which says "landlord's policy that covers the premises shall contain a waiver of subrogation against the tenant". We'll take that out and simply leave it as "tenant shall obtain a worker's comp policy that contains a waiver of subrogation against the landlord and that is going to be the sole extensive fact paragraphs." That's where I'm at. I don't think it's going to be something that you're going to regret in the long run, I'm not too concerned about it. Sorry, I had to talk through it.

Chairman Greber

No, not at all, Tom. I'm comfortable with your explanation. I'm comfortable to align with your recommendation, what do you think Justin?

Secretary / Treasurer Zimmerman

I agree, I don't understand why any party wouldn't want it as written, but if you don't see a risk, I rely on your expertise.

Tom Vallas

I just don't see a huge risk there, so I would just simply move forward. I mean, at the end of the day it's getting us to where we need to be and I am not seeing once again the risk- benefit is we get them in there and we're done with this. So, I think it's a net positive. And Don, I assume is okay with that?

Trustee Kaminski
I'm on board with you. I'll scream if I'm not.

Tom Vallas
Nobody asked you, I just want to make sure we're on the same page here. Sorry Karmin, didn't mean to step on your toes there.

Tom Vallas
In 14A Indemnification, we had made changes to that. My pages are changing as I'm taking things out. In part A, at the very end of that paragraph he removed "tenant as material part of the consideration the landlord assumes all risk of damages to property or injury to persons in honor about the premises arising from any cause and tenant waives all claims resulting from such risks, against landlord parties." In my mind, they're still liable, it doesn't change anything. I don't have a huge problem with removing that language, it's going to get us to the same place at the end of the day. I don't think there's anything wrong with it. You ask for the moon and hope you get to the stratosphere, so we're getting the stratosphere here, as far as I'm concerned.

Chairman Greber
Okay.

Tom Vallas
Any other questions on that one?

Chairman Greber
Comments? Don't

Trustee Kaminski
Nope. I'm good.

Chairman Greber
Thank you.

Tom Vallas
There's the same mutual provision towards F and B, that he also removed which is fine with me. It's going to be consistent, so I don't have a problem with that.

Chairman Greber
Sure. Okay.

Tom Vallas
Then of course, all of this is subject to our duty to indemnify and defend, is subject to the limitations on liability that we have under NRS chapter 41. So that's always going to be there and I may throw in a chapter 41 reference up under the insurance coverage as well just to make sure there's no question. I don't know that's necessary, but it's law anyway, so it really doesn't matter. I didn't have any issues with that. I think that was the last big change. So, I think that gets us where we need to be. Basically, we're kind of giving them what they asked for and this should be good to go. So, I will make these changes, get this off in the next few minutes, to them. Well first you have to approve it as you need to take action on it, or are we just going to send it back?

Chairman Greber
Well, Justin described the process here.

Secretary / Treasurer Zimmerman

What I would do is call for a motion. See that the Board approves it, then we can have Karmin sign it. If it is approved, you can send an approved version to CNRC. But while we're making changes on page 16, section 19, Notices, let's update our PO Box, while we're at it.

Tom Vallas

Okay, well thank you.

Secretary / Treasurer Zimmerman

PO Box 468.

Tom Vallas

468, got it, perfect. Done.

Chairman Greber

Are we able to actually vote on the action before he gets back with us? Do we need to have a motion, a second and then hang tight until we get the final?

Tom Vallas

No, I think you can approve it and if there are any substantive changes that have to come back but if there are no substantive changes, if we have to change a misspelling, I don't think that's the problem, it's already approved. There may be spelling things, who knows, I've been through this so many times I don't see it now, but there may be some minor issues, I think those are not a problem. But in terms of any substantive changes it would have to come back.

Secretary / Treasurer Zimmerman

Right. So if we approve it today, and send off a version to CNRC and they sign it, then we're done, no further Board action.

Chairman Greber

Well, I'm not comfortable leaving it open to if they don't sign it. They have to sign it this morning, and we have to sign it this morning, and I'm prepared to sit here and wait for Quennie to come and to do this live if we have to, because we can't leave a loose end that says, hopefully they'll send it back to us in time. Today is the day. We have a meeting open, we have no time before they take proposed possession of the premises to call another meeting. We have to do our part and then I'm going to literally sit here in a recessed meeting until she comes, and we're not going home until it is signed. Just to be a stick in the mud. We don't have any time renegotiate, we're done.

Tom Vallas

I agree. What I can do, I can finalize this and send it to you and you can sit down with her and have her sign it.

Chairman Greber

That would be suitable. As I said today is the calendar day. To my knowledge, the chamber is open, and I will not adjourn this meeting until it is signed. That's my commitment, because as I said today is their first day on contract. We're receiving invoices as of today, and an essential piece of that contract is the location, they have no billable address until they have this location. All that to say, I think that we're in a position to open the floor for a motion and a second, and to vote to either accept or deny. Don, do you have any comments at this stage?

Trustee Kaminski

No, when we do the motion, just state in there that we're going to approve the motion, as stated or as discussed.

Chairman Greber
Comments, Justin?
Okay then I'm ready to hear a motion.

Secretary / Treasurer Zimmerman
I will move to amend the lease agreement between the Northern Nye County Hospital District and Premier Medical Group, LLC DBA Central Nevada Regional Care as just discussed, and approved.

Trustee Kaminski
I'll second the motion.

Chairman Greber
I'd like to open for public comments before we take the vote. No comment. Call for the vote.
All in favor? Any opposed?
Okay, motion stands approved.

Motion passes with a quorum of 3-0.

Chairman Greber
While we are awaiting her arrival, Tom, I think that you can keep driving, and we'll contact you when she is in chambers with us, or when she is able to call in, if that's what it takes. She is empowered to speak for CNRC in this matter. So, if that's suitable to you, we'll just let you go for now. And I really appreciate your willingness to be so spontaneous and real time with this important issue, we rely on you and are so grateful for your assistance.

Tom Vallas
Thanks, I will do that. That is perfect. I will send this to their attorney now. Basically, saying here are the additional changes but otherwise everything's good. Final version, this is it, we are not making any more changes, if that's what you want me to say and that Quennie has to go to the chambers and sign this thing today, and they're waiting for her.

Chairman Greber
I think that's suitable, let them know negotiation is closed. The Board has accepted the changes he has requested and you can convey that however you want. I expect that they appreciate the nature of this agreement and the timeliness of it today, so however you want to phrase that, I would prefer not to sit here in recess for seven hours which would be the end of business. I'm sitting in a cold chamber, and I'm going to sit here until she comes, so I would like to expedite this naturally.

Tom Vallas
For every 15 minutes it takes, she has to bring you coffee or something, to keep you warm. Just kidding. I will put that in there. And you're going to call me?

Chairman Greber
Yes.

Secretary / Treasurer Zimmerman
Would you send a cleaned up version of the agreement to me, as well and I can produce hardcopies?

Tom Vallas
Absolutely. I will send you the final redline that I'm sending, just showing the final changes that we're sending to them, with everything they wanted that was accepted, with our few things

remaining. And then I will send you a clean version as well in a PDF to be signed.

Secretary / Treasurer Zimmerman
Perfect. Thank you, Tom.

Chairman Greber
That's perfect. Thank you, Tom.

ITEM RE-OPENED AFTER SECOND RECESS

Secretary / Treasurer Zimmerman
I will move to reopen Item 7.

Chairman Greber
I have a motion, do I have a second?

Trustee Kaminski
I'll second.

Chairman Greber
All in favor?

Motion passes 3-0.

Chairman Greber
All right item 7 in general business is reopened. We are awaiting right now our legal counsel, for good measure. He has incorporated all requests, during the negotiation process for CNRC, and generated the final draft that we have in front of us. Have you been able to see it, or are you prepared?
Queenie, would you like to say a few words on the record?

Quennie Manuel
No, I think we're ready to move forward. We're excited and we're happy that we're actually doing this.

Chairman Greber
We're very excited too. To be clear, the Board has accepted this lease agreement, and we voted on it before we recessed. This is subsequent to your lawyers review and subsequent to our lawyers review and advisement, however we have not received word until our lawyer gets on the phone, that your counsel has any further comments. This is at your discretion, if you're prepared to sign it, or if he wishes to wait and recess again.
Don, do you have any questions for Ms. Manuel?

Trustee Kaminski
No, I haven't seen the revised version but I'm assuming that you guys have got it, so if you're good with it, I'm with you.

Chairman Greber
Thank you. We did incorporate our full discussion. Tom Vallas incorporated all the concessions that we made, based on CNRC's legal counsel's recommendations. And at this moment Ms. Manuel is reviewing the contract, she states she is prepared to sign. The Board discussion is closed, pending any additional information we get from our lawyer, which since the meeting is still ongoing we can receive that. And thank you so much for calling back in at 11, Don, I really

appreciate it.

Trustee Kaminski

I know we need a quorum so I was making sure I'm there.

Chairman Greber

That's really appreciated Don. I'm going to turn off my microphone here for a moment, we're going to see again if we can reach out to Tom. He is still traveling so hopefully he has signal.

Okay, I have just been handed the signed lease agreement by the Premier Medical Group LLC, doing business as Central Nevada Regional Care representative, Quennie Manuel. Quennie, what is your title?

Quennie Manuel

I'm one of the partners. I just put in there, Director of Operations.

Chairman Greber

Okay, wonderful.

I think we've accomplished our purpose today. Thank you, Quennie, thank you so much. And I'm so excited for launching your community involvement today even as last minute as it was, we appreciate you putting the effort in to meet our community. Many people are very, very eager to meet you guys and get the show on the road.

Did you have any questions regarding anything we can talk about while this item is open?

Quennie Manuel

No. I think we just have to get in there, get in the clinic, get set up and start treating patients.

Chairman Greber

Absolutely, absolutely. Any comments from the Trustees, Don?

Trustee Kaminski

Just welcome Quennie, I'm looking forward to meeting you tonight, I'll be in after work.

Quennie Manuel

Sounds good. Thank you.

Chairman Greber

Wonderful. Justin, anything?

Secretary / Treasurer Zimmerman

Nothing for me, I'm excited.

Chairman Greber

With that, we have concluded Item number 7 General Business.

Tom Vallas

Hi, this is Tom.

Chairman Greber

Tom, hello, we have executed the agreement. Quennie Manuel, Director of Operations, has signed it here in our presence, and I have signed it. Thank you so much for your commendation today, I know it's been utterly inconvenient, but you've been vital to this. Now, my meeting is still open. Is there any other comments or information you'd like to pass on to Quennie who is here with us or

ask questions?

Tom Vallas

I don't have anything now.

Item #8, For Possible Action – Discussion and deliberation to approve, amend and approve, or deny a letter of intent by the Northern Nye County Hospital District to support the action of the Nevada State Dental Health Officer, Dr. Capurro of the Nevada Department of Health and Human Services, in her efforts to pursue State funding to improve the Northern Nye County Hospital District's ability to provide dental care for the constituents of Northern Nye County.

Dr. Russell Pillers

Can I give you an overview of the whole thing. I looked at the version that Tiffany had in your backup and that's fine, it has the two addressees and Dr. Capurro says that the language is fine.

Chairman Greber

Is there anything of note you want to bring to our attention?

Dr. Russell Pillers

No, we're waiting. Dr. Capurro wants to meet with CNRC, likely in Vegas since that's where they both are. Quennie said she would love to do that as soon as things settle down a little bit. I had a long discussion with Quennie about what this meant to them. It was their first introduction to the opportunity. At first they were concerned about any government assistance coming with strings. I think I assured her that, at least the intent that I understood from Dr. Capurro, that was not the case. They will be able to work it out between themselves.

Chairman Greber

Or withdraw the whole concept of the collaboration. This being a letter of intent, it is going to the Dental Association in Nevada, Las Vegas, Southern District. Okay. And it just expresses our intent to support this effort for her to investigate, right? Now it doesn't state any details about the Northern Nye County operating location. It's pretty wide open.

Dr. Russell Pillers

The whole opportunity is pretty wide open at this point, so that gives you leverage. You're not backing yourself into a corner, that if for some reason the relationship between the State and CNRC does not pan out, it still gives you the opportunity to utilize some of the other potential dental locations here in town.

Chairman Greber

Absolutely. And I speak for myself, I would be happy to facilitate any advancement in broadening that availability for our constituents, so not necessarily located at the clinic.

Dr. Russell Pillers

My two cents is that it could work out to be great. Looking at being able to use that resource. I think Tonopah is too small for too much competition, but for the space, we've tried, there's not a whole lot here. If it works out that'd be great. If not, we have options.

Chairman Greber

We do have options. What do you think, Justin?

Secretary / Treasurer Zimmerman

I like it, it is vague, but it doesn't bind us to anything that I can see, so I am fine with it and excited

to see what comes next.

Dr. Russell Pillers

I think the power that it gives Dr. Capurro, it shows when she does submit her request that you're on board, that she's not doing it without your awareness.

Secretary / Treasurer Zimmerman

Any opportunity for State, or any funding to expand services here it's great.

Chairman Greber

Is this able to dovetail with the USDA funding that we anticipate applying for in the next 6-8 months?

Dr. Russell Pillers

It could.

Chairman Greber

Is there a conflict?

Dr. Russell Pillers

A conflict between the two? No, I don't think so. Not that I'm aware of right now. USDA seems eminently flexible, that has been my experience so far.

Chairman Greber

Wonderful. Don, do you have any comments on the letter?

Trustee Kaminski

No, I'm good to go with it. I think we should move forward with it.

Chairman Greber

Great. Any other comments or questions?

Then we will entertain a motion.

Secretary / Treasurer Zimmerman

I'll move to approve the letter of intent, by the Northern Nye County Hospital District, as stated.

Trustee Kaminski

I'll second it.

Chairman Greber

Thank you. We have motion and a second. I'll call for the vote.

All in favor?

Opposed, none.

Motion passes 3-0.

Then we'll send that letter and get the conversation started.

Item #9, GENERAL PUBLIC COMMENT (second)

Chairman Greber

A new face in the crowd, it's a pleasure to have you here. This is the occupational medicine or clinician for Scorpio Gold, Albemarle, from silver peak. Excellent. Welcome.

Item #10, ANNOUNCEMENTS (second)

Chairman Greber

I have one. We have found a contractor to begin the improvements on 149 Central Street. That's been a surprisingly hard thing to come by, we've exhausted all of our contractors, been denied by them all, is what that boils down to. But we did find a licensed handyman with those capabilities and he's coming out from Las Vegas, and he comes in well within our approved budget, and we're very excited to start those renovations. This is interior only. The man is actually a relative of our secretary, Tiffany Grigory, though she or her husband has no business interests with her brother in law. He is licensed, he is available and we're ready to get that draft contract to our lawyer to review to get the project underway. That is just the interior, and just since this is my comment, I'll mention that we're also working actively with Nye Coalition for scheduling with their AmeriCorps group that's coming to Tonopah, I think it's the very first week of April. We've began coordination and application to be a worksite for them to do some perimeter fencing, minor patch roofing perhaps, whatever their skill set that they bring, we're happy to make use of it. So that will be on our next agenda, to discuss what materials we need and any comment on that. Any other comments, Trustees? Don, anything to add?

Trustee Kaminski

Nope, you covered it.

Chairman Greber

All right, so at this time we're going to stand in recess to finalize the execution of the lease agreement between the CNRC so that they can begin utilizing their services at the clinic. I will begin with a recess to reconvene at 11am unless Russell has an update.

The meeting stands in recess.

I'm scheduled to reconvene at 11am.

Trustee Kaminski

Do you want me to re-call back in at 11am?

Chairman Greber

Let's start with that, yes, just for the good measure. Okay?

Trustee Kaminski

I'll check in at 11am.

Chairman Greber

All right, Don, thank you, bye.

MEETING RECESSED- 2nd

Chairman Greber

Okay, thank you all for your patience, we're ready to reconvene, the northern County Hospital District meeting of March 2, 2020. It is 11:02am. We have gone through our agenda. At this time, we are prepared to discuss, finalize and execute the lease agreement between Northern Nye

County Hospital District and Premier Medical Group, LLC. For this action we need to entertain a motion to re-open Item 7. (Please find Item 7 for continuation.)

Item #11, ADJOURN

Meeting Adjourned.

Approved this 16th day of April 2020.



Chairman Greber