

Notice of Public Meeting  
Humboldt County Board of Commissioners Regular Meeting  
**Monday, February 6, 2023**  
8:30 AM

Humboldt County Courthouse Meeting Room 201  
50 West Fifth Street, Winnemucca, Nevada 89445

All times on this agenda are approximate. Consideration of items may require more or less time than is scheduled. Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Public comment is designated for discussion only. The public has the opportunity to address the Commission on any matter not appearing on the agenda; however, no action may be taken on Matter raised until the matter itself has been specifically included on the agenda as an item upon which action may be taken. Additionally, public comment may be heard on any item listed on the Agenda. Persons are invited to submit comments in writing and/or attend and make comments on any agenda item at the Commission meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the Commission.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENT:

General public comment is designated for discussion only. The public has the opportunity to address the Commission on any matter not appearing on this agenda; however, no action may be taken on a matter raised until the matter itself has been specifically included on the agenda as an item upon which action may be taken.

4. APPROVAL OF MINUTES (FOR POSSIBLE ACTION)

Discussion and action on correction/approval of minutes for discussion and action on correction/approval of minutes for March 27, 2017 (Budget Hearing); April 3, 2017; May 1, 2017 (Joint); May 15, 2017; June 19, 2017; July 10, 2017; August 7, 2017 (Joint); August 21, 2017; December 11, 2017 (Joint); January 16, 2018; January 29, 2018 (Retreat); February 5, 2018; February 20, 2018; March 5, 2018; April 2, 2018 (Budget Hearing); April 9, 2018; August 6, 2018; August 20, 2018; September 17, 2018; October 1, 2018; October 15, 2018; March 18, 2019; March 25, 2019 (Budget Hearings); April 1, 2019; May 6, 2019; May 15, 2019 (Special); May 20, 2019; June 3, 2019; June 17, 2019; June 25, 2019 (Special); August 5, 2019; August 19, 2019; September 3, 2019; September 16, 2019; October 21, 2019; November 4, 2019; November 25, 2019 (Special); December 16, 2019; January 6, 2020; January 21, 2020 (Combined Regular and Retreat); February 3, 2020; March 2, 2020; March 19, 2020; April 6, 2020; April 14, 2020 (Special); April 20, 2020; May 4, 2020; June 15, 2020 (Joint); July 17, 2020 (Special Joint); July 20, 2020; August 17, 2020; August 20, 2020 (Special Meeting); September 8, 2020; September 21, 2020; September 30, 2020 (Special); October 5, 2020 (Special Joint Meeting); October 19, 2020; November 9, 2020; November 13, 2020 (Special Canvass); November 23,

2020; December 14, 2020; January 4, 2021; January 25, 2021 (Special Meeting); February 8, 2021; February 22, 2021 (Special Joint Meeting); February 22, 2021; March 22, 2021; March 29, 2021 (Budgets); April 8, 2021 (Special Meeting); June 21, 2021; July 19, 2021; August 9, 2021; August 12, 2021 (Special Meeting); August 23, 2021; September 20, 2021; November 8, 2021; and November 22, 2021; January 3, 2022; January 24, 2022 (Commission Retreat), March 7, 2022, March 21, 2022; May 2, 2022; May 16, 2022; September 19, 2022 (Regular Meeting); November 7, 2022; November 21, 2022; December 12, 2022; January 17, 2023; and January 30, 2023 (Retreat). Discussion and possible action.

5. APPROVAL OF EXPENDITURES FOR HUMBOLDT COUNTY FOR JANUARY 17, 2023 THROUGH FEBRUARY 6, 2023 (FOR POSSIBLE ACTION)
6. 911 SURCHARGE COMMITTEE BOARD MEMBER REAPPOINTMENT (FOR POSSIBLE ACTION)

Consideration, discussion and possible approval pursuant to Humboldt County Code 8.44.030 to reappoint Torrey Sheen and to nominate Sean Cooney to the Humboldt County 911 Surcharge Advisory Committee Board for terms that have expired or are about to expire. Discussion and possible action.

6.A) Staff Memo - Sheen and Cooney appointments  
[Staff Memo 911 Board Reappointments II.pdf](#)

7. CEO MOLLY WALT OF THE NEVADA RURAL COUNTIES RSVP PROGRAM WILL PROVIDE AN UPDATE (FOR INFORMATION ONLY)

Molly Walt, CEO of the Nevada Rural Counties RSVP Program will provide an update. Information only.

7.A) Staff Memo - RSVP Update  
[Humboldt County Commission Meeting Agenda Item 2.6.23.pdf](#)

8. UPDATE OF CAPITAL PROJECTS AT HUMBOLDT COUNTY (FOR INFORMATION ONLY)

County Manager Dave Mendiola and County Owners Representative Mike Sheppard will provide an update on current projects underway as part of the county Capital Projects that were approved for funding in Fiscal Year 2023:

- Library ADA Bathroom Renovation (Informational Only)
- Facilities Management (Buildings & Grounds) Shop (Informational Only)
- Justice/District Court Expansion Plan (Informational Only)

9. COMPTROLLER: FISCAL YEAR 2023-2024 PROPERTY TAX RATE (FOR POSSIBLE ACTION) AND FINANCIAL REPORT (INFORMATIONAL ONLY)

A. Consideration, discussion, and possible action to approve the current Humboldt County Tax Rate Levy, currently .7512 per \$100 Assessed Valuation, or to change

the rate for the 2023- 2024 fiscal year. Discussion and possible action.

- B. Humboldt County Comptroller Gina Rackley will provide an overview of current conditions with respect to Humboldt County revenues and expenditures for fiscal year 2023 (July 1, 2022 through June 30, 2023), including an update on the American Rescue Plan Act (ARPA) and other funding available to the County. Information Only.

- 9.A) Staff Memo - Tax Rate Changes  
[Staff Report Tax Rate.pdf](#)  
[2023-1-23 Memo Tax rate changes.pdf](#)

- 10. TREASURER: QUARTERTLY FINANCIAL INVESTMENT REPORT FOR PERIOD ENDING 12/31/22 (FOR INFORMATION ONLY)

Consideration, discussion, and possible action to accept the 3rd quarter fiscal year 2022-23 investment report from Humboldt County Treasurer Rhona Lecumberry. Information only.

- 10.A) Staff Memo - Treasurer's Quarterly Report  
[Staff Memo - Qrtly Report.pdf](#)  
[Quarterly Financial Report - 12-31-22.pdf](#)

- 11. TREASURER: REQUEST PERMISSION TO ISSUE A CREDIT CARD TO SHERIFF ANGEL CARDENAS AND DISTRICT ATTORNEY KEVIN PASQUALE (FOR POSSIBLE ACTION)

Consideration, discussion and possible approval granting permission to issue a WellsOne Commercial Credit Card to Sheriff Angel Cardenas with a limit of \$5,000, and to District Attorney Kevin Pasquale with a limit of \$1,000. Discussion and possible action.

- 11.A) Staff Memo - Credit Card for Sheriff and DA  
[Staff Report Template - Sheriff and DA.pdf](#)

- 12. ASSESSOR'S REQUEST TO APPROVE TO RENEW CONTRACT WITH MARK STAFFORD FOR APPRAISAL SERVICES (FOR POSSIBLE ACTION)

Consideration, discussion and possible approval to renew the contract with Mark Stafford for appraisal services in an amount not to exceed \$18,000 and set to expire December 31, 2023. Discussion and possible action.

- 12.A) Assessor - Renew Mark Stafford Contract  
[Staff Report - Mark Stafford Contract.pdf](#)  
[Stafford Appraisal Contract 2023.pdf](#)

- 13. REQUEST TO APPROVE TO CONTRACT TRUE LINE BUILDERS TO INSTALL PLAYGROUND AND PICNIC EQUIPMENT IN FRONT OF THE DENIO COMMUNITY HALL (FOR POSSIBLE ACTION)

Consideration, discussion and possible approval to contract True Builders to install playground and picnic equipment in the area in front of the Denio Community Hall, in an

amount not to exceed \$5,790.10. Funds will come from the American Rescue Plan.  
Discussion and possible action.

- 13.A) Staff Memo - Denio Community Hall playground equipment
  - [Playground - Staff Report.pdf](#)
  - [Play Ground 8.5 X 11.pdf](#)
  - [Stoney Basin LLC - Bid Proposal.pdf](#)
  - [True Line Builders - Bid Proposal.pdf](#)

14. HUMBOLDT SHOOTING PARK: APPROVAL FOR RON'S SPRAY TO PROVIDE SERVICES TO MITIGATE WEEDS AT THE SHOOTING PARK (DISCUSSION AND POSSIBLE ACTION)

Consideration, discussion and possible approval for Ron's Spray to provide service to mitigate weeds at the Shooting Park, in an amount not to exceed \$3,750 for 2023.  
Discussion and possible action.

- 14.A) Staff Memo - Shooting Park Weed Control and Land Conveyance Update
  - [Staff Memo - Shooting Park Weed Spraying.pdf](#)

14.B) Staff Memo - Shooting Park - Weed Control

15. 10:00 A.M. PUBLIC HEARING: (FOR POSSIBLE ACTION)

Consideration, discussion and possible approval of the following:

**RH-22-23** - Zone change request submitted by Richard Schofield to change the RR-13 MH (Rural Ranchette 13,000 sf minimum lot size with mobile home overlay) zoning designation to GC (General Commercial) zoning designation. Subject property is located off Grass Valley Road between Valley Way and Dusty Way; assessor's parcel #10-0347-03. Discussion and possible action.

**RH- 22-24** - Zone change request submitted by Regional Planning Commission on behalf of T Quarter Circle Ranches, Inc. to change the C/CH (Commercial/Highway Commercial) zoning designation to AG-5/CH (General Agriculture 5-acre minimum lot size/Highway Commercial) zoning designation. Subject property is located N of I-80; assessor's parcel #13-0061-13. Discussion and possible action.

**RH-22- 25** – Zone change request submitted by Regional Planning Commission on behalf of Pilot Travel Centers, LLC to change the C (Commercial) zoning designation to CH (Highway Commercial) zoning designation. Subject property is located at 5625 West Winnemucca Boulevard/I-80 Interchange; assessor's parcel #13-0081-04. Discussion and possible action.

- 15.A) Staff Memo - County Clerk

[HCC Ordinances\\_02-06-2023.pdf](#)  
[RH-22-23 Status Report.pdf](#)  
[RH-22-24 Status Report.pdf](#)  
[RH-22-25 Status Report.pdf](#)

16. PUBLIC WORKS DEPARTMENT: APPROVAL FOR A LETTER TO JAMES BUELL REQUESTING LOCKS BE REMOVED ON PUBLIC ROADS, NDOT RESOLUTION TO RELINQUISH EDEN VALLEY ROAD AND BRIDGE TO THE COUNTY (FOR POSSIBLE ACTION) AND GENERAL ROAD PROJECTS (FOR INFORMATION ONLY)
  - A. Consideration, discussion and approval regarding a letter to Mr. James Buell requesting he remove locks on gates on public access right-of-ways in the Kings River Ranch area. Discussion and possible action.
  - B. Consideration, discussion and possible approval of a Nevada Department of Transportation resolution for the relinquishment of Eden Valley Road and bridge and for the County to assume ownership and maintenance of the properties and structures. Discussion and possible action.
  - C. A presentation by Humboldt County Public Works Director Don Kalkoske to update the Board on Road projects within Humboldt County, however, no action may be taken on a matter raised until the matter itself has been specifically included on the agenda as an item upon which action may be taken.
  
17. TECH SERVICES DEPARTMENT: REQUEST APPROVAL TO PURCHASE SECURITY CAMERAS AND CLOUD STORAGE AND APPROVAL FOR RENEWAL OF THE KNPB LEASE AGREEMENT (FOR POSSIBLE ACTION)
  - A. Consideration, discussion and possible approval to purchase security cameras and cloud storage from ConvergeOne, in an amount not to exceed \$92,279.78. This request was approved in the Department's fiscal year 2022-2023 special projects budget, in the amount of \$76,520.00. Due to an increase in costs of the cameras since the time the fiscal year 2022-2023 budget was approved and cloud storage costs not anticipated at that time, an additional cost of \$15,759.78 is being requested to move forward and complete this project. This project will replace the aging security camera system for the Courthouse, that recently failed, in addition to other county facilities. Discussion and possible action.
  - B. Consideration, discussion and possible approval to renew a Telecommunication Site Lease Agreement between KNPB Public Television and Humboldt County and for the chairman or his designee to sign said agreement in an amount not to exceed \$1.00 per year for a period of five years. Discussion and possible action.
  
- 17.A) Staff Memo - Cameras and cloud storage request
  - [Staff Memo-2023-TSD Special Project - Security Cameras.pdf](#)
  - [ConvergeOne Quote - Humboldt County - MV Cameras - 3YR.pdf](#)
  - [ConvergeOne Quote - Humboldt County - 30 day Cloud Archive - 3 year.pdf](#)
  - [Agenda Request Form Template\\_2023 - TSD - KNPB Lease Agreement.pdf](#)
  - [Communications Site Lease Agreement - KNPB - signed by KNPB.pdf](#)
  - [PBS Signed Contract 2017.pdf](#)
  
18. DETENTION: APPROVAL FOR CENTER NURSE CONTRACT (FOR POSSIBLE

ACTION)

Consideration, discussion and possible approval for a contract with Jenny Setzer, R.N. to provide medical services to detainees within the Humboldt County Detention Center with a contract rate of \$50.00 per hour with a weekly maximum of 40 hours. The contract is pending final approval of the District Attorney's Office. Discussion and possible action.

- 18.A) Staff Memo - Detention Center Nurse Contract  
[Staff Memo - Detention Center Nurse.pdf](#)  
[Detention\\_Jenny Setzer Nurse Contract.pdf](#)

19. SHERIFF: LIQUOR BOARD

Sheriff Cardenas is requesting that the Humboldt County Liquor Board be convened for consideration, discussion and possible approval of the following:

A) Sheriff Cardenas is requesting 1st quarter approval for

- a. One new liquor license for William Firth      Waterhole #1
- b. One change in ownership for Gurjot Singh      BJ Market LLC

- 19.A) Sheriff Liquor Board  
[Liquor License - Agenda 02.06.23.pdf](#)

20. WINNEMUCCA CONVENTION & VISITORS AUTHORITY REQUEST FOR THE COUNTY'S SUPPORT FOR THE NEVADA STATE HIGH SCHOOL RODEO ASSOCIATION (FOR POSSIBLE ACTION)

Consideration, discussion and possible approval for the Humboldt County Commissioners' support to sponsor the Nevada State High School Rodeo Association State Finals for the years 2024, 2025, and 2026 for \$5,000 per year, in an amount not to exceed \$15,000. Discussion and possible action.

- 20.A) Staff Memo - WVCA Support request  
[Staff Memo\\_2023 NSHSRA Finals.pdf](#)  
[WCVA - Support Request.pdf](#)

21. APPROVAL OF LETTER OF SUPPORT FOR THE BLM PRELIMINARY ENVIRONMENT ASSESSMENT FOR THE PROPOSED WATER CANYON RECREATION AREA PROJECT (FOR POSSIBLE ACTION)

Consideration, discussion and possible approval regarding the BLM's Preliminary Environmental Assessment for the proposed trail improvement project at Water Canyon Recreation Area. Discussion and possible action.

- 21.A) Staff Memo - Water Canyon Project Support Letter  
[Staff Memo - Water Canyon Support ltr.pdf](#)  
[BLM ltr and Preliminary EA\\_Water Canyon.pdf](#)

22. APPROVAL OF A LETTER CONSENTING TO THE TRANSFER OF AGREEMENTS BETWEEN HUMBOLDT COUNTY AND FARR WEST ENGINEERING TO DOWL LLC (FOR POSSIBLE ACTION)

Consideration, discussion and possible approval of a letter consenting to transfer agreements between the County and Farr West Engineering to DOWL LLC. Effective January 1, 2023, DOWL LLC (DOWL) and Farr West Engineering (Farr West) will complete a transition to effectively merge Farr West into DOWL. Effective January 1, 2023, Farr West wishes to transfer and novate its existing agreements to DOWL. Farr West provides a variety of services to the County, including plan reviews, feasibility studies, surveying, construction management. Discussion and possible action.

22.A) Staff Memo - Farr West/DOWL agreements

[Staff Memo - Farr West-DOWL\\_2023.pdf](#)

[Farr West - DOWL\\_Consent Ltr.pdf](#)

23. MISCELLANEOUS REPORTS AND CORRESPONDENCE

1. Other information and upcoming meetings

February 7, 2023 Winnemucca City Council Meeting

February 9, 20223 Regional Planning Commission Meeting

February 13, 2023 Winnemucca Regional Airport Meeting

February 21, 2023 Humboldt County Commission Meeting

February 28, 2023 Humboldt General Hospital Meeting

2. Reports from Commissioners regarding other Boards and Committees on which they serve, including POOL/PACT Board, National Wild Horse & Burro Advisory Board, Nevada Association of Counties (NACO), Regional Airport Board, Humboldt River Basin Water Authority (HRBWA), Western Interstate Region (WIR), Legislative Interim Land Council, Humboldt Development Authority (HDA), Winnemucca Visitors & Convention Authority (WCVA), Hospital Board, Humboldt Foundation, Northeastern Nevada Regional Development District (NNRDA), Humboldt County Elk Planning Steering Committee, Paradise Conservation District and the State Land Use Planning Advisory Council (SLUPAC).

24. FUTURE AGENDA ITEMS

Whether an item will be placed on a future agenda will be subject to the chairman and/or legal counsel's determination.

25. PUBLIC COMMENT:

Public Comments: General public comment is designated for discussion only. The public has the opportunity to address the Commission on any matter not appearing on this

agenda; however, no action may be taken on a matter raised until the matter itself has been specifically included on the agenda as an item upon which action may be taken.

26. ADJOURNMENT

27. NOTICE:

The public is welcome to attend the meeting electronically via Microsoft Teams or by appearing in person at the Humboldt County Courthouse Meeting Room 201 50 West Fifth Street, Winnemucca, Nevada 89445 at the time and date listed on the top of the agenda. There will be a physical location for the meeting; however, the meeting may be accessed electronically through an internet connection at Microsoft Teams link located on the first page of this agenda.

Members of the public may make a public comment at the meeting without being physically present by emailing publiccomment@humboldtcountynev.gov prior to 8:00 a.m. on the day of the meeting and messages received will be transcribed for entry into the record and provided to the Board for review. Members of the public may also make a public comment at the meeting without being physically present by accessing the meeting through the internet connection at Microsoft Teams link above.

Staff reports and supporting material posted for the meeting are available on the Humboldt County website at <https://www.humboldtcountynev.gov/> (click on the "Government" link on the home page) if that information was available when the agenda was posted. If the supporting material/ staff report is not included in the agenda packet, it is available to the general public at the same time the materials are provided to the Board. The administrative assistant at the County Manager's Office located at 50 West 5th Street, Winnemucca, Nevada, telephone number 775-623-6300 is the designated person from whom a member of the public may request the supporting material for this meeting and the County Manager's Office is the location where the supporting material is available to the public.

**CERTIFICATE OF POSTING**

**PLACES POSTED:** Humboldt Co. Courthouse, 50 W. 5th St.: Rooms 201, 205, & 207 at \_\_\_\_\_ A.M. By: \_\_\_\_\_

Humboldt County Website: [www.hcnv.us](http://www.hcnv.us) at \_\_\_\_\_ A.M. By: \_\_\_\_\_

State of Nevada Website: [www.notice.nv.gov](http://www.notice.nv.gov). \_\_\_\_\_ A.M. By: \_\_\_\_\_

**MEETING DATE:** \_\_\_\_\_ **POSTED BY:** \_\_\_\_\_

**DATE POSTED:** \_\_\_\_\_

**NOTE FOR SUPPORTING MATERIAL:** A copy of the supporting material for the meeting may be obtained at Commissioner meeting/agendas on the Humboldt County website: [www.hcnv.us](http://www.hcnv.us) or by contacting the County Manager's Office, at 50 W. Fifth Street, Winnemucca, Nevada 89445, (775) 623-6300.

**NOTICE TO PERSONS WITH DISABILITIES** - Reasonable efforts will be made to assist and accommodate physically disabled persons desiring to attend the meeting. Please call the Humboldt County Administrator's Office at 623-6300 in advance so that arrangements may be conveniently made.

**EQUAL OPPORTUNITY NOTICE** - Humboldt County is an Equal Opportunity Employer and will not discriminate against employees or applicants for employment or services in an unlawful manner.

**NON-DISCRIMINATION STATEMENT** - In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should Contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-9339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture

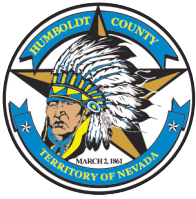
Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

- fax: (202) 690-7422: or
- email: [intake@usda.gov](mailto:intake@usda.gov)

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# HUMBOLDT COUNTY

50 W. 5<sup>th</sup> Street  
Winnemucca, Nevada 89445  
www.humboldtcountynv.gov

## STAFF REPORT

**DATE:** Tuesday, January 24, 2023  
**TO:** County Commission  
**FROM:** Cami Durick  
**SUBJECT:** Reappointment of 911 Surcharge Advisory Committee Board Members

**REQUESTED AGENDA DATE: February 6, 2023**

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### **SUMMARY**

Approval pursuant to Humboldt County Code 8.44.030 to nominate Sean Cooney and Torrey Sheen for reappointment to the Humboldt County 911 Surcharge Advisory Committee Board for terms that have expired or are about to expire.

### **WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:**

Sean Cooney and Torrey Sheen 2year term has expired.

### **PREVIOUS ACTION**

Appointment to 911 Surcharge Advisory Committee

### **BACKGROUND**

The 911 Advisory Committee was created with the intent to develop a plan for the enhancement of the County's 911 emergency response system and make recommendations to the County Commission concerning the expenditures of the money collected through the telephone line surcharge. The 911 Surcharge Advisory Committee includes 5 Board Members which are appointed by the Humboldt County Board of County Commissioners. Members included are individuals from the AT&T, Humboldt County Rural Volunteer Fire Department, Winnemucca Police Department, Humboldt County IT Department and the Humboldt County Sheriff's Office.

### **FISCAL IMPACT**

N/A

### **RECOMMENDATION**

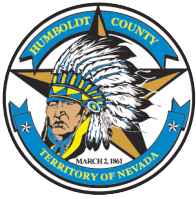
To re-appoint both members to new terms on the 911 Surcharge Advisory Committee.

### **LIST SUPPORTING DOCUMENTS IF APPLICABLE:**

N/A

**POSSIBLE MOTION**

Move to approve the reappointment of Sean Cooney and Torrey Sheen to the Humboldt County 911 Board.



# HUMBOLDT COUNTY

50 W. 5<sup>th</sup> Street  
Winnemucca, Nevada 89445  
www.humboldtcountynv.gov

## AGENDA REQUEST FORM

**DATE:** 1/11/23  
**TO:** County Commission  
**FROM:** Molly Walt, Nevada Rural Counties RSVP Program, Inc.  
**SUBJECT:** Nevada Rural Counties RSVP Program, Inc. Humboldt County Update  
**REQUESTED AGENDA DATE:** February 6, 2023

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### **SUMMARY AND BACKGROUND:**

To provide the Humboldt County Commission an update on the services Nevada Rural Counties RSVP Program, Inc. is providing to the Humboldt County seniors and adults with the disability community. RSVP provides transportation for seniors and disabled, respite, homemaker, home companion, CARE Law, resistance exercise, food and commodities delivery services, and volunteers at various nonprofit partnering organizations throughout Humboldt County. RSVP recently added a second van to the transportation program dedicated to Humboldt County. Volunteers can now choose to transport clients locally in the 2015 van that RSVP has placed in Humboldt County, while the new 2019 van can be utilized to transport clients long distances for their critical medical appointments.

### **WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:**

**Information Only**

### **PREVIOUS ACTION:**

\$30,000 budgeted to RSVP 7/1/2021 – 6/30/2022

### **HAS DISTRICT ATTORNEY REVIEWED AGREEMENT/CONTRACT IF APPLICABLE:**

### **FISCAL IMPACT IF APPLICABLE:**

N/A

### **RECOMMENDATION:**

**N/A**

### **LIST SUPPORTING DOCUMENTS IF APPLICABLE:**

**PowerPoint Presentation**

### **POSSIBLE MOTION:**

**Information Item Only**



# HUMBOLDT COUNTY

50 W. 5<sup>th</sup> Street  
Winnemucca, Nevada 89445  
[www.hcnv.us](http://www.hcnv.us)

## STAFF REPORT

**DATE:** Tuesday, January 24, 2023  
**TO:** County Commission  
**FROM:** Gina Rackley, Comptroller  
**SUBJECT:** Fiscal Year 2023-2024 Property Tax Rate  
**REQUESTED AGENDA DATE:** February 6, 2023

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### **SUMMARY**

Annually the County needs to inform the NV Dept of Taxation if they intend to change the tax rate for the county. The current tax rate levy is .7512 per \$100 assessed valuation.

### **WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:**

We must inform the department of taxation in writing if we intend to change the tax rate no later than February 21, 2023.

### **PREVIOUS ACTION**

The property tax rate for the County has not changed since fiscal year 2005-2006.

### **BACKGROUND**

Click or tap here to enter text.

### **FISCAL IMPACT**

If there is an increase in the tax rate there would be increased revenue especially in Net Proceeds.

### **RECOMMENDATION**

I am not making a recommendation one way or the other regarding your decision.

### **LIST SUPPORTING DOCUMENTS IF APPLICABLE:**

Letter from the Department of Taxation is attached.

### **POSSIBLE MOTION**

Click or tap here to enter text.



STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <https://tax.nv.gov>

Call Center: (866) 962-3707

LAS VEGAS OFFICE  
700 E. Warm Springs Rd, Suite 200  
Las Vegas, Nevada 89119  
Phone (702) 486-2300  
Fax (702) 486-2373

JOE LOMBARDO  
*Governor*  
TONY WREN  
*Chair, Nevada Tax Commission*  
SHELLIE HUGHES  
*Executive Director*

CARSON CITY OFFICE  
1550 College Parkway, Suite 115  
Carson City, Nevada 89706-7937  
Phone: (775) 684-2000  
Fax: (775) 684-2020

RENO OFFICE  
4600 Kietzke Lane, Suite L235  
Reno, NV 89502  
Phone: (775) 687-9999  
Fax: (775) 688-1303

**MEMORANDUM**

Date: January 23, 2023  
To: All Local Government Finance Officers  
From: Local Government Finance  
Subject: Tax Rate Changes for FY 2023-24

The Preliminary Revenue Projections publication, which establishes the preliminary maximum allowed operating property tax rate for all local governments, will be distributed on February 15, 2023. Please review and notify your analyst **in writing** by **February 21, 2023** regarding the property tax rate your governing body proposes to levy in FY 2023-24. This office will compile and disseminate the information to the County Treasurers and the Centrally Assessed section of the Division of Local Government Services for use in the preparation of the property tax proforma revenue report. If we do not receive a response from you, the FY 2022-23 tax rates will be applied. Please contact the analyst assigned to your entity if you have any questions.

**Kelly Langley – Tax Manager**  
(775) 684-2073  
[klangley@tax.state.nv.us](mailto:klangley@tax.state.nv.us)

**Clark (Team w/Kellie Grahmann)**

**Kellie Grahmann, Budget Analyst II**  
(775) 684-2065  
[kgrahmann@tax.state.nv.us](mailto:kgrahmann@tax.state.nv.us)

**Churchill**  
**Clark (Team w/Kelly Langley)**  
**Washoe**

**Keri Gransbery, Budget Analyst II**  
(775) 684-2077  
[kgransbery@tax.state.nv.us](mailto:kgransbery@tax.state.nv.us)

**Elko**  
**Esmeralda**  
**Humboldt**  
**Lander**  
**Mineral**

**Evelyn Barragan, Budget Analyst II**  
(775) 684-2027  
[barragan@tax.state.nv.us](mailto:barragan@tax.state.nv.us)

**Lyon**  
**Nye**  
**Storey**  
**White Pine**  
**Multi-County Districts**

**Ande Thorpe, Budget Analyst II**  
(775) 684-2092  
[tthorpe@tax.state.nv.us](mailto:tthorpe@tax.state.nv.us)

**Carson City**  
**Douglas**  
**Eureka**  
**Lincoln**  
**Pershing**



# HUMBOLDT COUNTY

50 W. 5<sup>th</sup> Street  
Winnemucca, Nevada 89445  
[www.hcnv.us](http://www.hcnv.us)

## STAFF REPORT

**DATE:** Tuesday, January 17, 2023  
**TO:** County Commission  
**FROM:** Rhona Lecumberry, Humboldt County Treasurer  
**SUBJECT:** Quarterly Financial Report  
**REQUESTED AGENDA DATE:** February 6, 2023

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### SUMMARY

Treasurer to present the Quarterly Financial Report for the 2<sup>nd</sup> quarter of FY23

### WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:

Quarterly Update

### PREVIOUS ACTION

N/A

### BACKGROUND

N/A

### FISCAL IMPACT

N/A

### RECOMMENDATION

Information only

### LIST SUPPORTING DOCUMENTS IF APPLICABLE:

Copy of Quarterly Financial Report

### POSSIBLE MOTION

\_None



# Humboldt County Treasurer

## Qtrly Financial Report

### Period ending: 12/31/22

<u>Investment Types</u>	<u>Fair Value</u>	<u>% of Portfolio</u>
US Treasury Notes	\$ 4,592,054.00	6.59%
Government Agencies	\$ -	0.00%
Asset Backed Fixed Income Securities	\$ 3,053,528.43	4.38%
Corporate Bonds	\$ 2,644,155.68	3.80%
Mortgage Backed Securities	\$ 2,589,960.18	3.72%
Money Market Mutual Funds	\$ 256,493.40	0.37%
LGIP	\$ 25,784,434.76	37.01%
Cash / Cash equivalents	\$ 30,749,582.85	44.14%
<b>Total</b>	<b>\$ 69,670,209.30</b>	

Interest earned for the 2nd qtr FY 22/23	\$ 104,102.24
Average Weighted Maturity	1.76 years
Average Yield	1.86%

<u>Tax Revenue Received October thru December 2022 by Source</u>	
Centrally Assessed Taxes	\$ 1,345,907.89
Consolidated Tax	\$ 3,444,033.14
Gas Tax	\$ 1,165,937.05
Net Proceeds of Minerals	\$ 68,361.74
Real Property Current	\$ 3,461,928.46
Real Property Delq	\$ 36,471.87
Personal Property Current	\$ 1,077,256.25
Personal Property Delq	\$ 1,107.85

*The above figures represent the total amount received prior to distribution to each entity which receives the Ad Valorem taxes.*

Total Payroll Expense for 2nd Qtr FY 22/23	\$ 5,969,540.73
Average Payroll =	\$ 573,507.74

Total Accounts Payable Expense for 2nd Qtr FY 22/23	\$ 9,227,118.21
Average Accounts Payable =	\$ 369,084.73



# HUMBOLDT COUNTY

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## STAFF REPORT

**DATE:** Wednesday, January 18, 2023  
**TO:** County Commission  
**FROM:** Rhona Lecumberry, Treasurer  
**SUBJECT:** Credit Card for Sheriff and District Attorney  
**REQUESTED AGENDA DATE:** February 6, 2023

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### **SUMMARY**

Treasurer is requesting permission to issue a WellsOne Commercial Card to Sheriff Cardenas with a limit of \$5,000, and to District Attorney Kevin Pasquale with a limit of \$1,000.

### **WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:**

The Sheriff's Office has demonstrated a need for a credit card for travel and training. They have been using the Comptroller's card for several months now, and have been timely with submission of receipts. The District Attorney's Office would like a credit card in lieu of their current petty cash account for ease of use.

### **PREVIOUS ACTION**

None

### **BACKGROUND**

None

### **FISCAL IMPACT**

All expenses are included in the current budget.

### **RECOMMENDATION**

The Treasurer recommends approving a card for the Sheriff's Office and the District Attorney's Office.

### **LIST SUPPORTING DOCUMENTS IF APPLICABLE:**

None

### **POSSIBLE MOTION**

Move to approve a WellsOne Commercial Card for Sheriff Cardenas in the amount of \$5,000, and for DA Pasquale in the amount of \$1,000.



# HUMBOLDT COUNTY

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Winnemucca, Nevada 89445  
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## STAFF REPORT

**DATE:** Tuesday, January 24, 2023  
**TO:** County Commission  
**FROM:** Andy Heiser, Humboldt County Assessor  
**SUBJECT:** Contract for Mark Stafford

**REQUESTED AGENDA DATE:** February 6, 2023

### **SUMMARY**

The Assessor's Office would like to renew the contract with Mark Stafford to assist in solar facility valuation and in the on-going judicial review.

### **WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:**

The previous contract has lapsed and we would like to stay in contract.

### **PREVIOUS ACTION**

Previous approval to contract with Mark Stafford in assistance to value and defend at both the County and State Board hearings.

### **BACKGROUND**

Mark Stafford has over 40 years of appraisal experience and most of that coming from working in the Washoe County Assessor's Office and doing private commercial fee appraisals. He is sitting on State meetings that are attempting to write a manual for solar plants and has vast knowledge of law and practices for commercial/industrial properties.

### **FISCAL IMPACT**

Not to exceed \$18,000 and from the previous contract, he invoice my office a total of \$12,787.50 and that includes a majority of his time preparing for the CBE and SBE hearings.

### **RECOMMENDATION**

To approve attached contract.

### **LIST SUPPORTING DOCUMENTS IF APPLICABLE:**

New contract that has the DA's office approval.

### **POSSIBLE MOTION**

To allow the county assessor to sign the contract between Humboldt County and Mark Stafford beginning February 6, 2023 and set to expire December 31, 2023.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A Contract Between Humboldt County, Nevada (hereinafter “County”) Acting by and Through Its

Board of County Commissioners  
50 West Fifth Street  
Winnemucca, NV 89445

Contact: Kevin Pasquale, Humboldt County District Attorney  
Phone: 775-623-6360 Fax: 775-623-6365  
Email: Kevin.Pasquale@humboldtcountynv.gov

and

Mark Stafford Real Estate Appraiser (hereinafter “Contractor”)  
226 N B St  
PO Box 349  
Virginia City, NV 89440  
Phone: 775-750-9078  
Email: mark@staffordappraisal.com

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions 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 County.

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 Humboldt County Board of Commissioners.
2. **DEFINITIONS.**
  - A. “County” – means the County of Humboldt in Nevada and any County agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
  - B. “Independent Contractor” – means a person or entity that performs services and/or provides goods for the County under the terms and conditions set forth in this Contract.
  - C. “Fiscal Year” – is defined as the period beginning July 1st and ending June 30th of the following year.
  - D. “Current County Employee” – means a person who is an employee of an agency of the County.
  - E. “Former County Employee” – means a person who was an employee of any agency of the County at any time within the preceding 24 months.
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 Humboldt County Board of Commissioners approval (anticipated to be August 21, 2019).

Effective from:	February 6, 2023	To:	December 31, 2023
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4. **NOTICE.** Unless otherwise specified, termination shall not be effective until **30** calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
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 A:	COUNTY SOLICITATION
ATTACHMENT B:	INSURANCE SCHEDULE
ATTACHMENT C:	CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any County specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

<b>\$150.00</b>	per	<b>Hour plus expenses noted in Attachment C</b>
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Total Contract or installments payable:	<b>N/A</b>
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Total Contract Not to Exceed:	<b>\$18,000.00</b>
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The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to an annual appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of local government 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 County is on a July-June fiscal year. All billings for dates of service prior to July 1 must be submitted to the County no later than the first Friday in August of the same calendar year.
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 County, State, or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all local, 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 County Auditor, 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 of 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 County, 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. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
- B. County Termination for Non-Appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the County, local government, State Legislature and/or federal sources. The County 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 County's or Contracting Agency's funding from local, State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
- 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 County 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 County 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 County 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 County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- 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 County and/or 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 County and/or Contracting Agency;
  - 4) Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with *Section 2I, County 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. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for County-employed attorneys. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the bankruptcy court, the County may set off consideration against any unpaid obligation of Contractor to the County or its agencies, to the extent allowed by bankruptcy law.
12. **LIMITED LIABILITY.** The County 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. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any County 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. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the Contract maximum "not to exceed" value. 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.** To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident

to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the County and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), **Contractor represents as follows:**

QUESTION		CONTRACTOR'S RESPONSE	
		YES	NO
1.	Does the County or the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?		X
2.	Will the County or the Contracting Agency be providing training to the independent contractor?		X
3.	Will the County or the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?		X
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the County?		X
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?		X
6.	Will the County incur an employment liability if the independent contractor is terminated for failure to perform?		X
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the County?		X

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, 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. The County shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and
- 2) The County has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract and the County'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 County to timely approve shall not constitute a waiver of the condition.

A. Insurance Coverage. The Contractor shall, at the 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 B*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the County of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the County under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the County 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 County, Contractor shall provide the County 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 County 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 County, 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 County, 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 the 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 County. 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 County.
- 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 County, 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 County:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the County to evidence the insurance policies and coverages required of Contractor. The certificate must name the County, 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 County project/contract number (if any); a job description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the County with replacement certificates as described within *Section 16A, Insurance Coverage*.

**Mail all required insurance documents to the County 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 County to evidence the endorsement of the County as an additional insured per *Section 16 B, 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 County prior to the commencement of work by Contractor. Neither approval by the County 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 County or others, and shall be in addition to and not in lieu of any other remedy available to the County under this Contract or otherwise. The County 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 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 the County, 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 County.

21. **COUNTY OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the County. Notwithstanding the foregoing, the County shall have no proprietary interest in any materials licensed for use by the County that are subject to patent, trademark, or copyright protection.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County 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 County for honoring such a designation. The failure to so label any document that is released by the County 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:
  - 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 the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt 67, Section 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), 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 there under contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, 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. **WARRANTIES.**

- A. 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.
- B. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the County.
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 Board of Humboldt County Commissioners 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. **NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER COUNTY EMPLOYEES**. Contractor has disclosed to the County all persons that the Contractor will utilize to perform services under this Contract who are Current County Employees or Former County Employees. Contractor will not utilize any of its employees who are Current County Employees or Former County Employees to perform services under this Contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.
29. **ASSIGNMENT OF ANTITRUST CLAIMS**. Contractor irrevocably assigns to the County any claim for relief or cause of action which the Contractor now has or which may accrue to the 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 to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the County's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the County, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the County's option, the right to control any such litigation on such claim for relief or cause of action.
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 the Sixth Judicial District Court, in Humboldt, Nevada for enforcement 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 in writing by the Office of the Humboldt County District Attorney and the Board of Humboldt County Commissioners.

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



1/13/23

\_\_\_\_\_  
Independent Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Independent Contractor's Title

APPROVED BY THE BOARD

\_\_\_\_\_  
Signature – Humboldt County Commissioners

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

Approved as to form by:

\_\_\_\_\_  
Humboldt County District Attorney

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

ATTEST: \_\_\_\_\_  
Clerk of the Board

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

ATTACHMENT A

COUNTY SOLICITATION OR RFP #: NONE and AMENDMENT(S) # NONE

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**SOLICITATION BASED ON CONTRACTOR'S PREVIOUS ASSESSMENT WORK  
EXPERIENCE ON OTHER ENERGY GENERATION PROPERTIES IN NEVADA**

ATTACHMENT B  
INSURANCE SCHEDULE

**PROOF OF INSURANCE IS WAIVED BY COUNTY**

ATTACHMENT C  
CONTRACTOR'S RESPONSE

**Tasks to be performed:**

- 1. The Battle Mountain SP Solar Project is a 101MW power generating facility located in Humboldt County. The Contractor shall develop a Taxable Value of the property for the Fiscal Tax Years as designated by the Humboldt County Assessor. Said valuation shall be developed in conformance with the requirements of Chapters 360 and 361 of Nevada Revised Statutes and Nevada Administrative Code.
- 2. Contractor shall represent Humboldt County before the County and State Boards of Equalization resulting from an appeal of valuation related to the Battle Mountain SP Solar Project.
- 3. Contractor may provide any other professional appraisal services, consultation or assistance related to the valuation of the Battle Mountain SP Solar Project, or any other property located in Humboldt County, as may be deemed necessary and mutually agreed upon by the Humboldt County Assessor and the Contractor.

**Fee Schedule and Conditions:**

Humboldt County is to be billed quarterly for services rendered based on a detailed list of activities and expenses according to this schedule:

Hourly rate	\$150.00*
Copies/duplication	Actual cost not to exceed \$100.00 total
Marshall-Swift job charges	Actual cost not to exceed \$200.00 total

\*If Contractor will be required to testify before any County or State Board of Equalization, the hourly rate will remain at \$150.00 per hour. It should be noted that the length and complexity of any potential valuation appeal is an unknown future event. Although considered unlikely, if the resulting charges are anticipated to exceed the maximum cost referenced in Section 6 on Page 2 of this contract, the County and Contractor may enter into a revised contract.



# HUMBOLDT COUNTY

50 W. 5<sup>th</sup> Street  
Winnemucca, Nevada 89445  
[www.humboldtcountynv.gov](http://www.humboldtcountynv.gov)

## STAFF REPORT

**DATE:** Friday, January 13, 2023  
**TO:** County Commission  
**FROM:** David Reis, Denio Community Club  
**SUBJECT:** Request for Approval to Contract True Line Builders to install playground and picnic equipment in the playground area in front of the Denio Community Hall.

**REQUESTED AGENDA DATE:** **February 6, 2023**

---

### SUMMARY

Denio Community Club is requesting approval to contract True Line Builders to install playground and picnic equipment in the playground area in front of the Denio Community Hall.

### WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:

For approval to contract True Line Builders to install playground and picnic equipment in the playground area in front of the Denio Community Hall in an amount not to exceed \$5,500.00.

### PREVIOUS ACTION

None

### BACKGROUND

Denio Community Hall is the focal point that brings many in this rural area together. Many organizations, groups, and governing bodies use the Hall for their functions. Denio Community Hall has a kitchen, meeting room, creativity center, restrooms, and a gym. Denio Community Club, Pueblo Fire District, Jackson Mountain Homemakers, Raven Enterprises, Harney Electric and the local Grammar Schools are a few of the local groups that use the Hall. The Denio BBQ, Basque Dinner, Team Branding, Adult Rodeo, Kids Rodeo and Indoor/Outdoor Turkey Shoot are some of the activities put on by these local groups to raise money to help the local residents and fund projects. Denio Community Hall is open to anyone that wants to use it. Weddings, Receptions, Celebrations of Life, Baby Showers, Dances, etc..... are some of the activities seen at the Hall. The local grammar schools use the gym for basketball practice, tournaments, and other sports activities.

The playground area in front of the Denio Community Hall has a pipe fence that was installed around it roughly 8 years ago. This last October 2022, material and tractor work were donated to make a nice smooth base for the playground area.

Many of the above-listed activities involve families with children. Being a rural area, a lot of these kids are from ranches so you will see them with ropes out in the parking lot heeling each other.

Developing the playground/picnic area would provide a safe place for the children to play

and a comfortable setting for parents to keep watch over them.

**FISCAL IMPACT**

Expenditure of an amount not to exceed \$5,500.00 from the approved American Recue Plan.

**RECOMMENDATION**

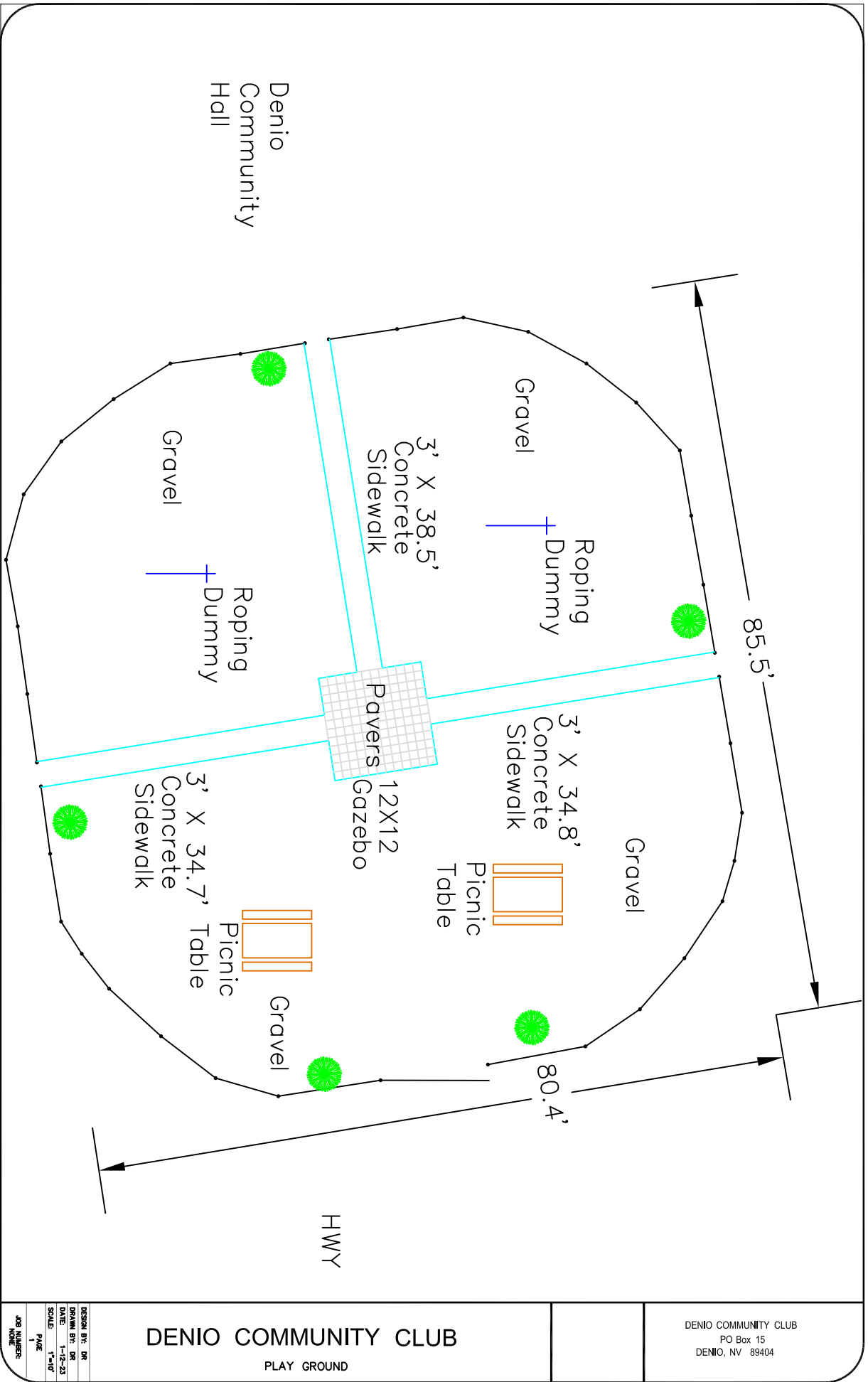
It is recommended that the request be approved to contract True Line Builders to install playground and picnic equipment in the playground area in front of the Denio Community Hall.

**LIST SUPPORTING DOCUMENTS IF APPLICABLE:**

Estimate from True Line Builders.

**POSSIBLE MOTION**

Motion to approve the Denio Community Club's request, as presented, to contract True Line Builders to install the playground and picnic equipment in the playground area in front of the Denio Community Hall, in an amount not to exceed \$5,500.00.



**DENIO COMMUNITY CLUB**  
PLAY GROUND

DENIO COMMUNITY CLUB  
PO Box 15  
DENIO, NV 89404

DESIGN BY: DR  
DRAWN BY: DR  
DATE: 1-12-23  
SCALE: 1"=10'  
PAGE: 1  
JOB NUMBER:  
NAME:



RELIABLE SERVICE WITH QUALITY RESULTS

Name / Address
Denio Community Club P.O Box 15 Denio Nevada 89445

# Estimate

Date	Estimate #
9/26/2022	2491

NCL#0078771 C-13 \$25,000  
NCL#0079046 C-10 \$250,000

50% Down Payment Required on all jobs.  
Estimates Good for 10 Days.

Phone #	Web Site	E-mail
775-304-2497	www.stoneybasin.com	stoneybasin@gmail.com

Scope of Work	Qty	Rate	Total
Decomposed granite delivered and installed (Disclaimer) Decomposed granite is messy in a playground setting		13,600.00	13,600.00
Concrete sidewalks and center radius installed		6,550.00	6,550.00
12' by 12' aluminum pergola installed		9,360.00	9,360.00
2 commercial picnic tables installed		4,500.00	4,500.00
Charge for Travel		2,500.00	2,500.00
Due to the market volatility all products for scheduled projects may not be available at time of project start date. Substitutions may be needed. These will be discussed before proceeding. Pricing for all products may increase due to these conditions as well and will be amended on contract and signed off by home owner/project manager.		0.00	0.00

50% Deposit required on all jobs. Estimates good for 10 days	<b>Total</b>
--	--------------

Mailing Address:  
4360 Maxine Dr  
Winnemucca, Nv 89445



RELIABLE SERVICE WITH QUALITY RESULTS

Name / Address
Denio Community Club P.O Box 15 Denio Nevada 89445

# Estimate

Date	Estimate #
9/26/2022	2491

NCL#0078771 C-13 \$25,000  
NCL#0079046 C-10 \$250,000

50% Down Payment Required on all jobs.  
Estimates Good for 10 Days.

Phone #	Web Site	E-mail
775-304-2497	www.stoneybasin.com	stoneybasin@gmail.com

Scope of Work	Qty	Rate	Total
<p>Stoney Basin LLC. will not be responsible for unforeseen problems which may arise during course of work. Any necessary, additional work or requested alteration or deviation from plan, may result in additional costs over and above the proposal. Such costs will be brought to owners attention for written approval before any additional work is completed.</p> <p>We reserve the right to use any pictures taken during the course of the project for advertising, including social media and web content at any time. Customer has the right to refuse the use of these images at the start of the project. Refusal must be submitted in writing.</p> <p>Terms: 50% DOWNPAYMENT of total estimate amount is required to schedule work. Payment of any remaining balance is due upon completion. Any unpaid portion after 30 days will be charged 15% monthly. Any accounts with a balance after 90 days are subject to property lien notification.</p> <p>Cancellation of project for any reason after the down payment is received may result in forfeiture of deposit up to 100%.</p> <p>Please sign and date: _____ (property owner/s)</p> <p>Jesse Hill _____ (Managing member for Stoney Basin LLC.)</p>		0.00	0.00

50% Deposit required on all jobs. Estimates good for 10 days	<b>Total</b>	\$36,510.00
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<p>Mailing Address: 4360 Maxine Dr Winnemucca, Nv 89445</p>	Work Already Performed - \$13,600.00
	\$22,910.00

# Estimate



3310 Monier Circle #3  
Rancho Cordova, Ca. 95670  
CA. Lic. #914769 / NV. Lic. #0078625A  
916-995-6335

Estimate # 100  
Date: 1-9-2023  
Page # 1 of 1

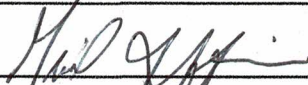
Customer Information:	Location work to be performed at:
-----------------------	-----------------------------------

Denio Community Club PO Box 15 Denio, NV 89404	190 Pueblo Blvd. Denio, NV 89404
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Description of work parts, labor, etc.	Price
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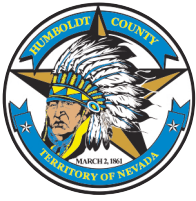
All Costs are for materials only. Labor time will be donated.	
Arlington 12 x 12 All Cedar Gazebo or equivalent.	2,670.18
2 - Giantex Picnic Tables or equivalent.	384.64
2 - Roping Dummies.	647.88
Country Pavers for under Gazebo or equivalent.	670.40
4.5 yards concrete for sidewalks @ \$156.00 a yard.	702.00
Deliver Concrete - 103 miles @ \$5.00 a mile - one way.	515.00
Hold Down Brackets for Gazebo.	200.00

<b>Estimate Total:</b>	<b>\$5,790.10</b>
------------------------	-------------------

Misc. notes: 

Estimate Performed By: 

**Thank You!**



# HUMBOLDT COUNTY

50 W. 5<sup>th</sup> Street  
Winnemucca, Nevada 89445  
www.humboldtcountynv.gov

## AGENDA REQUEST FORM

**DATE:** January 17, 2023  
**TO:** County Commission  
**FROM:** Humboldt Shooting Park  
**SUBJECT:** Request to spray

**REQUESTED AGENDA DATE:** February 6, 2023

---

### **SUMMARY AND BACKGROUND:**

Consideration and discussion regarding weed control through Ron's Spray in an amount not to exceed \$3,750 for 2023.

### **WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:**

To ensure the Shooting Park has taken adequate steps to mitigate weeds to reduce fire hazard and to control the spread of noxious weeds.

### **PREVIOUS ACTION:**

Ron's Spray Service has sprayed in years 2018- 2021.

### **HAS DISTRICT ATTORNEY REVIEWED AGREEMENT/CONTRACT IF APPLICABLE:**

N/A

### **FISCAL IMPACT IF APPLICABLE:**

Spraying for 2023 will be \$3,750.

### **RECOMMENDATION:**

Recommend to approve Ron's Spray Service to mitigate weeds in an amount not to exceed \$3,750.

### **LIST SUPPORTING DOCUMENTS IF APPLICABLE:**

Email correspondence with Ron's Spray

### **POSSIBLE MOTION:**

Motion to approve Ron's Spray Service to mitigate weeds in an amount not to exceed \$3,750.

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**From:** Rons Seed and Supply  
**Sent:** Friday, September 16, 2022 10:46 AM  
**To:** Michelle Cook; Dave Mendiola; kent gammaelectric.net  
**Subject:** RE: Shooting Park

To; Michelle Cook, Et. Al.

I have sprayed the shooting range for several years. I did not spray, nor did I charge for spraying the range in 2022 because I was told that someone else was doing it.

I have billed for the years 2018 thru 2021 at a charge of \$1750.00 per year.

Your request for spraying another year for 2023 will be \$3750.00.

Thank you  
Ron Schrempp  
Ron's Spray Service

Sent from Mail for Windows

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**From:** Michelle Cook  
**Sent:** Friday, September 9, 2022 1:21 PM  
**To:** Dave Mendiola; kent gammaelectric.net  
**Cc:** ronsseed@gmail.com  
**Subject:** RE: Shooting Park

Good afternoon, Kent,

I contacted Jeff and he will be in touch with you soon. I have CC'd him in this reply.

Thank you.

**Michelle Cook**  
**Administrative Specialist**  
**Humboldt County Manager's Office**  
**50 W. Fifth Street, Room 205**  
**Winnemucca, Nevada 89445**  
**775-623-6300**

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**From:** Dave Mendiola <dave.mendiola@humboldtcountynv.gov>  
**Sent:** Wednesday, September 7, 2022 3:48 PM  
**To:** kent gammaelectric.net <kent@gammaelectric.net>

**NOTICE OF PUBLIC HEARING by the HUMBOLDT COUNTY BOARD OF COMMISSIONERS  
ON INTENTION TO PASS AN ORDINANCE**

**PUBLIC HEARING:**

10:00 a.m. Monday, February 6, 2023  
**Physical location:**  
 Courthouse Meeting Room #201  
 50 W. 5<sup>th</sup> St.  
 Winnemucca NV 89445

To attend virtually a link to join the meeting via Teams will be made available on the County website under the date and time listed above at <https://www.humboldtcountynv.gov> and scrolling down the home page to the events on the calendar or you may join by phone at +1-775-446-0241 Conference ID: 617 041 069#

Written comments must be submitted no later than 5:00 p.m. Monday, January 30, 2023 to the Humboldt County Manager's Office at 50 W. 5<sup>th</sup> St. Winnemucca, NV 89445. Public comments will be accepted at the Public Hearing.

**SUMMARY:** RH-22-23 – A zone change request submitted by Richard Schofield to change the RR-13 MH (Rural Ranchette 13,000 sf minimum lot size with mobile home overlay) zoning designation to GC (General Commercial) zoning designation. Subject property is located off Grass Valley Road between Valley Way and Dusty Way; Assessor's Parcel Number 10-0347-03.

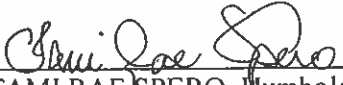
**BILL NUMBER 01-17-23:**

An ordinance amending Humboldt County Code Chapter 17.04 "Humboldt County Regional Master Plan" formerly adopted as 6-1-78a and changing the zoning classification for a certain portion of Humboldt County, Nevada by re-zoning property located off Grass Valley Road between Valley Way and Dusty Way from RR-13 MH zoning designation to GC zoning designation thereby changing the uses to which said portion may be put, amending the land use map of the Humboldt County Zoning District and Boundary Map and other matters properly related thereto.

Copies of the proposed ordinance are available for public inspection at the office of the County Clerk, County Courthouse, 50 W. 5<sup>th</sup> St. #207, Winnemucca, NV 89445 or it may be viewed by going to the agenda for said meeting at [www.humboldtcountynv.gov/agendas](http://www.humboldtcountynv.gov/agendas).

DATED: January 17, 2023

(COUNTY SEAL)

  
 \_\_\_\_\_  
 TAMI RAE SPERO, Humboldt County  
 Clerk and Ex-Officio Clerk of the Board  
 of County Commissioners of Humboldt  
 County, Nevada

Publish: January 25, 2023 (1t)

**NOTICE TO PERSONS WITH DISABILITIES:** Members of the public who are disabled and require special assistance or accommodations at the hearing are requested to notify the COUNTY MANAGER in writing at the Humboldt County Courthouse, Room 205, Winnemucca, Nevada 89445, or by calling (775) 623-6300 or TDD# 623-6249 at least two (2) days in advance of the meeting.

**NOTICE OF PUBLIC HEARING by the HUMBOLDT COUNTY BOARD OF COMMISSIONERS  
ON INTENTION TO PASS AN ORDINANCE**

**PUBLIC HEARING:**

10:00 a.m. Monday, February 6, 2023  
**Physical location:**  
 Courthouse Meeting Room #201  
 50 W. 5<sup>th</sup> St.  
 Winnemucca NV 89445

To attend virtually a link to join the meeting via Teams will be made available on the County website under the date and time listed above at <https://www.humboldtcountynv.gov> and scrolling down the home page to the events on the calendar or you may join by phone at +1-775-446-0241 Conference ID: 617 041 069#

Written comments must be submitted no later than 5:00 p.m. Monday, January 30, 2023 to the Humboldt County Manager's Office at 50 W. 5<sup>th</sup> St. Winnemucca, NV 89445. Public comments will be accepted at the Public Hearing.

**SUMMARY:** RH-22-24 – A zone change request submitted by the Regional Planning Commission on behalf of T Quarter Circle Ranches, Inc. to change the C/CH (Commercial/Highway Commercial) zoning designation to AG-5/CH (General Agriculture 5-acre minimum lot size/Highway Commercial) zoning designation. Subject property is located north of I-80; Assessor's Parcel Number 13-0061-13.


**BILL NUMBER 01-17-23a:**

An ordinance amending Humboldt County Code Chapter 17.04 "Humboldt County Regional Master Plan" formerly adopted as 6-1-78a and changing the zoning classification for a certain portion of Humboldt County, Nevada by re-zoning property located north of I-80 from C/CH zoning designation to AG-5/CH zoning designation thereby changing the uses to which said portion may be put, amending the land use map of the Humboldt County Zoning District and Boundary Map and other matters properly related thereto.

Copies of the proposed ordinance are available for public inspection at the office of the County Clerk, County Courthouse, 50 W. 5<sup>th</sup> St. #207, Winnemucca, NV 89445 or it may be viewed by going to the agenda for said meeting at [www.humboldtcountynv.gov/agendas](http://www.humboldtcountynv.gov/agendas).

DATED: January 17, 2023

(COUNTY SEAL)

  
 TAMI RAE SPERO, Humboldt County  
 Clerk and Ex-Officio Clerk of the Board  
 of County Commissioners of Humboldt  
 County, Nevada

Publish: January 25, 2023 (1t)

**NOTICE TO PERSONS WITH DISABILITIES:** Members of the public who are disabled and require special assistance or accommodations at the hearing are requested to notify the COUNTY MANAGER in writing at the Humboldt County Courthouse, Room 205, Winnemucca, Nevada 89445, or by calling (775) 623-6300 or TDD# 623-6249 at least two (2) days in advance of the meeting.

**NOTICE OF PUBLIC HEARING by the HUMBOLDT COUNTY BOARD OF COMMISSIONERS  
ON INTENTION TO PASS AN ORDINANCE**

**PUBLIC HEARING:**

10:00 a.m. Monday, February 6, 2023  
**Physical location:**  
 Courthouse Meeting Room #201  
 50 W. 5<sup>th</sup> St.  
 Winnemucca NV 89445

To attend virtually a link to join the meeting via Teams will be made available on the County website under the date and time listed above at <https://www.humboldtcountynv.gov> and scrolling down the home page to the events on the calendar or you may join by phone at +1-775-446-0241 Conference ID: 617 041 069#

Written comments must be submitted no later than 5:00 p.m. Monday, January 30, 2023 to the Humboldt County Manager's Office at 50 W. 5<sup>th</sup> St. Winnemucca, NV 89445. Public comments will be accepted at the Public Hearing.

**SUMMARY:** RH-22-25 – A zone change request submitted by the Regional Planning Commission on behalf of Pilot Travel Centers, LLC to change C (Commercial) zoning designation to CH (Highway Commercial) zoning designation. Subject property is located at 5625 W Winnemucca Boulevard/I-80 Interchange; Assessor's Parcel Number 13-0081-04.


**BILL NUMBER 01-17-23c:**

An ordinance amending Humboldt County Code Chapter 17.04 "Humboldt County Regional Master Plan" formerly adopted as 6-1-78a and changing the zoning classification for a certain portion of Humboldt County, Nevada by re-zoning property located at 5625 W. Winnemucca Boulevard/I-80 Interchange from C zoning designation to CH zoning designation thereby changing the uses to which said portion may be put, amending the land use map of the Humboldt County Zoning District and Boundary Map and other matters properly related thereto.

Copies of the proposed ordinance are available for public inspection at the office of the County Clerk, County Courthouse, 50 W. 5<sup>th</sup> St. #207, Winnemucca, NV 89445 or it may be viewed by going to the agenda for said meeting at [www.humboldtcountynv.gov/agendas](http://www.humboldtcountynv.gov/agendas).

DATED: January 17, 2023

(COUNTY SEAL)

  
 TAMI RAE SPERO, Humboldt County  
 Clerk and Ex-Officio Clerk of the Board  
 of County Commissioners of Humboldt  
 County, Nevada

Publish: January 25, 2023 (1t)

**NOTICE TO PERSONS WITH DISABILITIES:** Members of the public who are disabled and require special assistance or accommodations at the hearing are requested to notify the COUNTY MANAGER in writing at the Humboldt County Courthouse, Room 205, Winnemucca, Nevada 89445, or by calling (775) 623-6300 or TDD# 623-6249 at least two (2) days in advance of the meeting.

Summary RH-22-25 Zone change request submitted by Regional Planning Commission on behalf of Pilot Travel Centers, LLC to change the C (Commercial) zoning designation to GC (General Commercial) zoning designation on property located at 5625 W Winnemucca Boulevard/ I-80 Interchange (APN 13-0081-04).

Bill Number 01-17-23b  
Ordinance Number \_\_\_\_\_

AN ORDINANCE AMENDING HUMBOLDT COUNTY 6-1-78a CHANGING THE ZONING CLASSIFICATION FOR A CERTAIN PORTION OF HUMBOLDT COUNTY, NEVADA,

FROM C  
TO GC

THEREBY CHANGING THE USES TO WHICH SAID PORTION MAY BE PUT AMENDING THE LAND USE MAP OF HUMBOLDT COUNTY ZONING DISTRICT AND BOUNDARY MAP AND OTHER MATTERS PROPERLY RELATED THERETO THE BOARD OF COUNTY COMMISSIONERS OF HUMBOLDT COUNTY, NEVADA, DO ORDAIN AS FOLLOWS:

Section 1.

Changes the C (Commercial) zoning designation to GC (General Commercial) zoning designation on property located at 5625 W Winnemucca Boulevard/ I-80 Interchange (APN 13-0081-04).

Section 2.

A. Effective Date. This Ordinance shall be in full and after its passage, approval, and publication by title only, together with the names of the county commissioners voting for against its passage, in a newspaper published in and having a general circulation in the county, at least once a week for a period of 2 weeks, said publication also to contain a statement to the effect that typewritten copies of the ordinance are available for inspection at the office of the county clerk by all interested persons as prescribed by NRS 244.100 and that a certified copy of the ordinance will be recorded at the office of the Humboldt County Recorder upon completion of publication and execution of proof thereof.

B. Validity. If any provision or part of this Ordinance shall be declared by a court of competent jurisdiction to be illegal or unconstitutional, it shall in no way affect the remainder of this Ordinance or any section thereof, it being intended that the remainder shall remain in full force and effect.

C. Repeal. All other ordinances, rules, resolutions, orders or regulations, or parts thereof, in conflict or inconsistent with this Ordinance are hereby repealed by only to the extent of such conflict or inconsistency; provided that If any provision or part of this Ordinance shall be declared by a court of competent jurisdiction to be void, illegal or unconstitutional, then this repealer shall have no effect as to any provision repealed by such void, illegal or unconstitutional provision.

The zoning (land use district) classification of a portion of Humboldt County is hereby changed

FROM C  
TO GC

and the Land Use Map of Humboldt County of 1978 as amended and the Humboldt County Zoning District and Boundary Map are both hereby amended to reflect the change herein made in the zoning classification of that certain property in Humboldt County shown on the map attached hereto as Exhibit A which is incorporated herein by reference said property being more particularly described as follows, to-wit:

Changes the C (Commercial) zoning designation to GC (General Commercial) zoning designation on property located at 5625 W Winnemucca Boulevard/ I-80 Interchange (APN 13-0081-04).

Proposed on 01/17/2023  
Proposed by Commissioner Cerri  
Passed On

Vote of Commissioners  
Ayes:  
Nayes:  
Absent:  
Not Voting:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
HUMBOLDT COUNTY, NV

\_\_\_\_\_  
Tami Rae Spero, County Clerk

By \_\_\_\_\_  
Ken Tipton, Chairman

This Ordinance shall be in force and effect from  
and after 02/22/2023.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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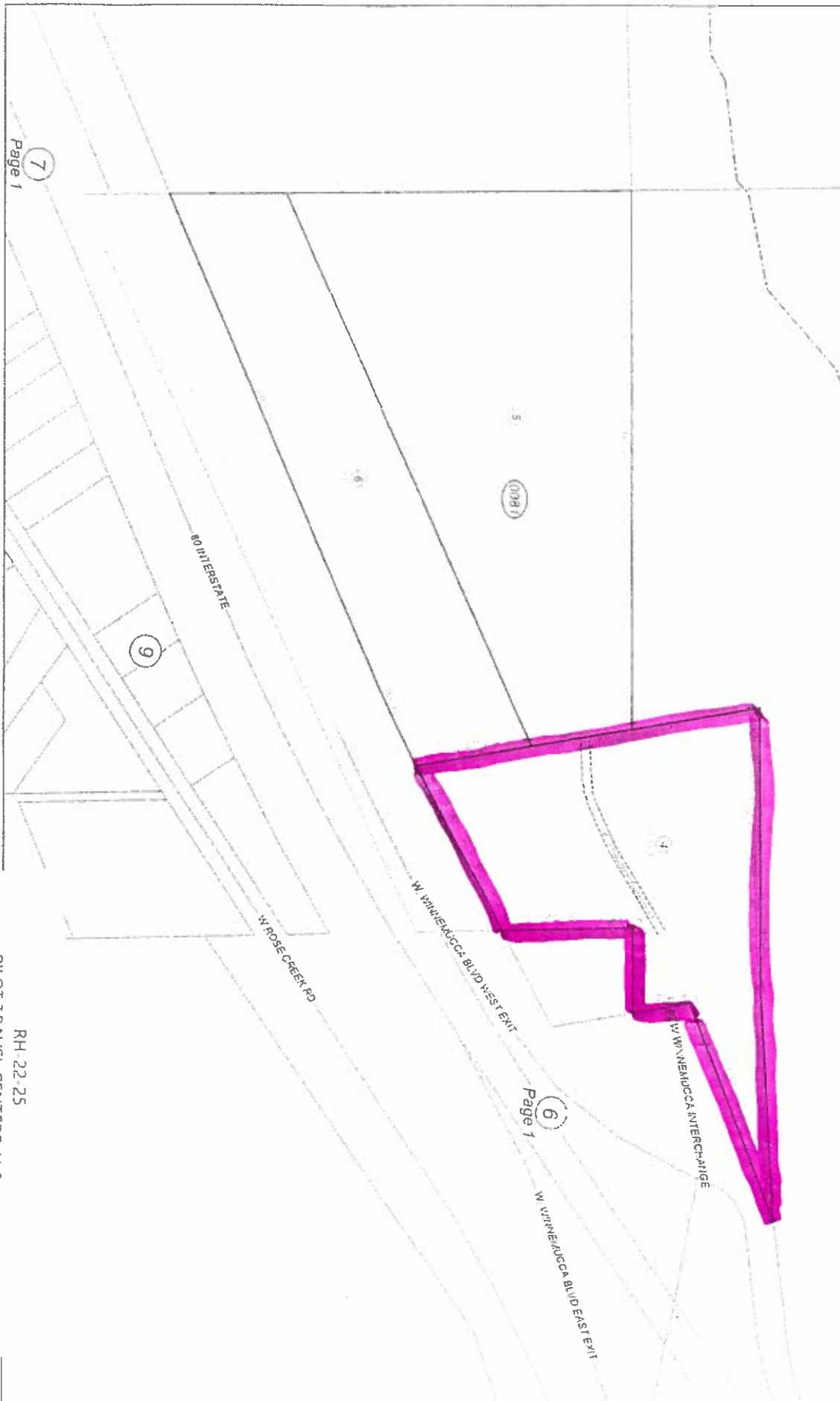


**HUMBOLDT COUNTY**  
 PT. NW1/4 SEC. 10 T. 35N. R. 37E.

NOTE: This plan is for easement purposes only and does not represent a survey of the lands on this plan.



**13-8**  
 1"=300'  
 M.D.B. & S.



RH-22-25  
 PILOT TRAVEL CENTERS, LLC  
 5625 W WMCA BLVD/I-80 INTERCHANGE  
 AP #13-0081-04

Summary RH-22-24 Zone change request submitted by Regional Planning Commission on behalf of T Quarter Circles Ranches, Inc to change the C/CH (Commercial/Highway Commercial) to AG-5/CH (General Agriculture 5-acre minimum lot size/Highway Commercial) zoning designation on property located N of I-80 (APN: 13-0061-03).

Bill Number 01-17-23a  
Ordinance Number \_\_\_\_\_

AN ORDINANCE AMENDING HUMBOLDT COUNTY 6-1-78a CHANGING THE ZONING CLASSIFICATION FOR A CERTAIN PORTION OF HUMBOLDT COUNTY, NEVADA,

FROM C/CH  
TO AG-5/CH

THEREBY CHANGING THE USES TO WHICH SAID PORTION MAY BE PUT AMENDING THE LAND USE MAP OF HUMBOLDT COUNTY ZONING DISTRICT AND BOUNDARY MAP AND OTHER MATTERS PROPERLY RELATED THERETO THE BOARD OF COUNTY COMMISSIONERS OF HUMBOLDT COUNTY, NEVADA, DO ORDAIN AS FOLLOWS:

Section 1.

Changes the C/CH (Commercial/Highway Commercial) to AG-5/CH (General Agriculture 5-acre minimum lot size/Highway Commercial) zoning designation on property located N of I-80 (APN 13-0061-03).

Section 2.

A. Effective Date. This Ordinance shall be in full and after its passage, approval, and publication by title only, together with the names of the county commissioners voting for against its passage, in a newspaper published in and having a general circulation in the county, at least once a week for a period of 2 weeks, said publication also to contain a statement to the effect that typewritten copies of the ordinance are available for inspection at the office of the county clerk by all interested persons as prescribed by NRS 244.100 and that a certified copy of the ordinance will be recorded at the office of the Humboldt County Recorder upon completion of publication and execution of proof thereof.

B. Validity. If any provision or part of this Ordinance shall be declared by a court of competent jurisdiction to be illegal or unconstitutional, it shall in no way affect the remainder of this Ordinance or any section thereof, it being intended that the remainder shall remain in full force and effect.

C. Repeal. All other ordinances, rules, resolutions, orders or regulations, or parts thereof, in conflict or inconsistent with this Ordinance are hereby repealed by

only to the extent of such conflict or inconsistency; provided that If any provision or part of this Ordinance shall be declared by a court of competent jurisdiction to be void, illegal or unconstitutional, then this repealer shall have no effect as to any provision repealed by such void, illegal or unconstitutional provision.

The zoning (land use district) classification of a portion of Humboldt County is hereby changed

FROM C/CH  
TO AG-5/CH

and the Land Use Map of Humboldt County of 1978 as amended and the Humboldt County Zoning District and Boundary Map are both hereby amended to reflect the change herein made in the zoning classification of that certain property in Humboldt County shown on the map attached hereto as Exhibit A which is incorporated herein by reference said property being more particularly described as follows, to-wit:

Changes the C/CH (Commercial/Highway Commercial) to AG-5/CH (General Agriculture 5-acre minimum lot size/Highway Commercial) zoning designation on property located N of I-80 (APN 13-0061-03).

Proposed on 01/17/2023  
Proposed by Commissioner Cerri  
Passed On

Vote of Commissioners

- Ayes:
- Nayes:
- Absent:
- Not Voting:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
HUMBOLDT COUNTY, NV

\_\_\_\_\_  
Tami Rae Spero, County Clerk

By \_\_\_\_\_  
Ken Tipton, Chairman

This Ordinance shall be in force and effect from

and after 02/22/2023.

16	17	18	19	20	21	22	23	24	25
26	27	28	29	30	31	32	33	34	35
36	37	38	39	40	41	42	43	44	45
46	47	48	49	50	51	52	53	54	55
56	57	58	59	60	61	62	63	64	65
66	67	68	69	70	71	72	73	74	75
76	77	78	79	80	81	82	83	84	85
86	87	88	89	90	91	92	93	94	95
96	97	98	99	100	101	102	103	104	105

35N37E



**HUMBOLDT COUNTY**  
**SEC. 3, 4, 9, 10 T. 35N. R. 37E.**

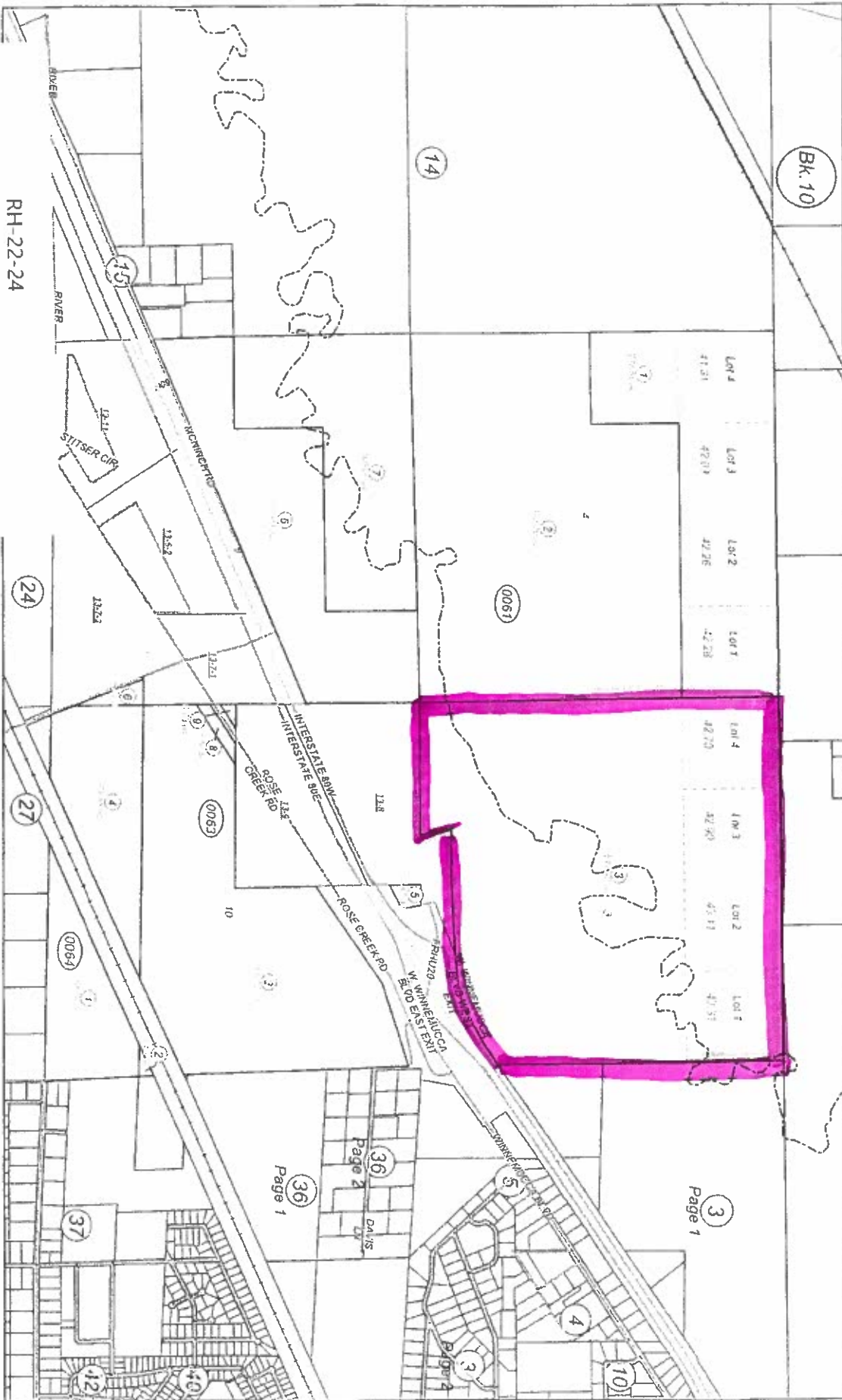
NOTE: THIS MAP IS FOR INFORMATION PURPOSES ONLY AND DOES NOT REPRESENT A GUARANTEE OF THE ACCURACY OF THE DATA.



**136**  
 Page 1 of 2  
 1" = 1,200'  
 M.D.B. & A.L.

Bk. 10

Lot 4	Lot 3	Lot 2	Lot 1	Lot 4	Lot 3	Lot 2	Lot 1
41.51	42.04	42.26	42.28	42.70	42.92	43.14	43.37



RH-22-24  
 T QUARTER CIRCLE RANGES, INC  
 N OF I-80  
 AP #13-0061-03

Page 1

Page 2

Page 1

Summary **RH-22-23** Zone change request submitted by Richard Schofield to change the RR-13 MH (Rural Ranchette 13,000 square foot minimum lot size with Mobile Home overlay) zoning designation to GC (General Commercial) zoning designation on property located off Grass Valley Road between Valley Way and Dusty Way (APN 10-0347-03).

Bill Number 01-17-23  
Ordinance Number \_\_\_\_\_

AN ORDINANCE AMENDING HUMBOLDT COUNTY 6-1-78a CHANGING THE ZONING CLASSIFICATION FOR A CERTAIN PORTION OF HUMBOLDT COUNTY, NEVADA,

FROM RR-13 MH  
TO GC

THEREBY CHANGING THE USES TO WHICH SAID PORTION MAY BE PUT AMENDING THE LAND USE MAP OF HUMBOLDT COUNTY ZONING DISTRICT AND BOUNDARY MAP AND OTHER MATTERS PROPERLY RELATED THERETO THE BOARD OF COUNTY COMMISSIONERS OF HUMBOLDT COUNTY, NEVADA, DO ORDAIN AS FOLLOWS:

Section 1.

Changes the RR-13 MH (Rural Ranchette 13,000 square foot minimum lot size with Mobile Home overlay) zoning designation to GC (General Commercial) zoning designation on property located off Grass Valley Road between Valley Way and Dusty Way (APN 10-0347-03).

Section 2.

A. Effective Date. This Ordinance shall be in full and after its passage, approval, and publication by title only, together with the names of the county commissioners voting for against its passage, in a newspaper published in and having a general circulation in the county, at least once a week for a period of 2 weeks, said publication also to contain a statement to the effect that typewritten copies of the ordinance are available for inspection at the office of the county clerk by all interested persons as prescribed by NRS 244.100 and that a certified copy of the ordinance will be recorded at the office of the Humboldt County Recorder upon completion of publication and execution of proof thereof.

B. Validity. If any provision or part of this Ordinance shall be declared by a court of competent jurisdiction to be illegal or unconstitutional, it shall in no way affect the remainder of this Ordinance or any section thereof, it being intended that the remainder shall remain in full force and effect.

C. Repeal. All other ordinances, rules, resolutions, orders or regulations, or parts thereof, in conflict or inconsistent with this Ordinance are hereby repealed by only to the extent of such conflict or inconsistency; provided that If any provision or part of this Ordinance shall be declared by a court of competent jurisdiction to be void, illegal or unconstitutional, then this repealer shall have no effect as to any provision repealed by such void, illegal or unconstitutional provision.

The zoning (land use district) classification of a portion of Humboldt County is hereby changed

FROM RR-13 MH  
TO GC

and the Land Use Map of Humboldt County of 1978 as amended and the Humboldt County Zoning District and Boundary Map are both hereby amended to reflect the change herein made in the zoning classification of that certain property in Humboldt County shown on the map attached hereto as Exhibit A which is incorporated herein by reference said property being more particularly described as follows, to-wit:

Changes the RR-13 MH (Rural Ranchette 13,000 square foot minimum lot size with Mobile Home overlay) zoning designation to GC (General Commercial) zoning designation on property located off Grass Valley Road between Valley Way and Dusty Way (APN 10-0347-03).

Proposed on 01/17/2023  
Proposed by Commissioner Cerri  
Passed On

Vote of Commissioners

Ayes:  
Nayes:  
Absent:  
Not Voting:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
HUMBOLDT COUNTY, NV

\_\_\_\_\_  
Tami Rae Spero, County Clerk

By \_\_\_\_\_  
Ken Tipton, Chairman

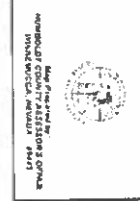
This Ordinance shall be in force and effect from

and after 02/22/2023.

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
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HUMBOLDT COUNTY  
 NE 1/4 NE 1/4 SEC. 31 T. 36N. R. 38E  
 NOTE: THIS PLAN IS FOR INFORMATION PURPOSES ONLY  
 AND DOES NOT REPRESENT A RECORD OF PLATTING OR SURVEY.



10-34  
 Page 1 of 2  
 1" = 200'  
 A/D R & H



RH-22-23  
 SCHOFIELD, RICHARD  
 GRASS VALLEY RD  
 AP #10-0347-03

# STATUS REPORT

## RH-22-23

1. **SUBJECT:**

A zone change request submitted by Richard Schofield to rezone property from RR-13 MH (Rural Ranchette 13,000 square foot minimum lot size with a Mobile Home Overlay) designation to GC (General Commercial) zoning designation.

2. **LOCATION:**

The parcel is located off Grass Valley Road; assessor's parcel #10-0347-03.

3. **BACKGROUND INFORMATION:**

**Previous Applications:**

**Parcel Action History** PL0100D

Seq	Case#	App Date	Last Action	Date
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RH 22	23	10/12/2022		
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RR-13 > GC

RH 68	26	1/25/1968	HCC A	4/27/1968
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CHAPMAN/ORD # 4-22-68 / 02-16-78 A1 > E1

RH 76	63	1/00/1976	HCC A	5/06/1976
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HUMBOLDT COUNTY/ORD 5-6-76A A1 > E1TR

RH 80	10	2/29/1980	RPC T	6/26/1980
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NO ACTION, E1TR,R1ATR > R1ATRPD

GP 90	01	3/28/1990	RPC D	5/10/1990
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STAFF/MAP AMENDMENT LDR > LIND **\*\*DENIED\*\***

**Current Zoning:** RR-13 MH (Rural Ranchette 13,000 square foot minimum lot size with a Mobile Home Overlay)

**Proposed Zoning:** GC (General Commercial)

**Master Plan:** MHDR/COMM (Medium High Density Residential/Commercial)

**Lot Area:** 5.75 acres

**Access:** Access to the property is from Dusty Way off Grass Valley Road.

**Utilities:**

Sierra Pacific Power currently supplies electricity to this area

The City of Winnemucca provides water and sewer service to the site.

Southwest Gas provides natural gas to the area.

**Response From Referrals:**

**Andy Heiser, County Assessor** "Per NAC 361.61048, this property will receive a change in use from my office which may result in a higher land value. We are

currently valuing this property as residential vacant and if approved for GC, this will qualify it for a change in use.”

**Torey Sheen, Winnemucca Rural Fire Chief** “WFRD has no problem with the zoning change. If the plan is to build storage units or any commercial structure we would like to see a hydrant placed on or near the property. The closest hydrant is some distance away.”

No additional comments have been received from referrals as of December 7, 2022.

**Applicable Regulations:**

The RR-13 zoning district allows the following: single-family dwellings; manufactured homes in compliance with Chapter 17.34; parks; group homes for up to 8 aged persons not located within 750 feet of another such group home; state licensed group home for up to 8 mentally ill persons not located within 750 feet of another such group home or group home for aged or developmentally disabled persons. Uses permitted with the issuance of a special use permit are home-based businesses; public and semi-public buildings, such as, but not limited to churches and schools; temporary sales offices for homes or lot sales; child care facilities for 4-6 children. The minimum lot size is 13,000 square feet with the following setback requirements: front 20’, sides 8’ and rear 10’. The MH Overlay allows placement of single wide or multi-sectional mobile homes 1976 or newer.

The GC zoning district allowed uses include, but are not limited to automotive sales & service, hotels/motels without unlimited gaming, equipment rentals, restaurants, service stations. The following uses are allowed with the issuance of a conditional use permit: include, but are not limited to construction yards/shops, self-storage facilities, mortuaries/crematoriums, hotels/motels with unlimited gaming. Prohibited uses are all industrial uses, marijuana establishments. The minimum lot size is 2,000 square feet. There are no setback requirements unless the property adjoins a residential zoned lot or parcel. In this case the setbacks would be front yard fifteen (15) feet; side yards twenty (20) feet; rear yard twenty (20) feet.

**4. ANALYSIS & FINDINGS:**

- A. The applicant is requesting a zoning designation that would allow commercial uses or a higher use than allowed with the current RR-13 zoning designation.
- B. There is no information to indicate this action will be detrimental to properties surrounding or adjacent to the area requested for the zone change. The properties in this area have a Master Plan designation of MHDR (Medium High Density Residential) and COMM (Commercial). The zoning designations range from R-1-6 (Single Family Residential 6,000 square foot minimum lot size); R-1-9 (Single Family Residential 9,000 square foot minimum lot size); R-3 (Multiple-family Residential), MHP (Mobile Home Park) and RR-13 on the east side of Grass Valley Road. The zoning designation on the west side of Grass Valley Road is Industrial. Therefore, a change to the zoning designation of RR-13 with the Master Plan designation of MHDR/COMM (Medium High Density Residential/Commercial) would not be unusual for this area.
- C. Public sewer and water systems service this property. There is no evidence that the zone change will or will not adversely affect the public health, safety and general welfare of the area.

E. This zone change would not alter the development pattern in the area, which is residential uses. Properties fronting Grass Valley Road have a Master Plan Designation of COMM for the first 500'. The Commercial Master Plan Designation indicates the County was looking at mixed uses along Grass Valley Road. This zone change, if approved, will not be out of place with the current zoning of the adjacent and surrounding property.

5. **STAFF RECOMMENDATION:** After careful consideration, staff recommends the **RPC recommend approval to the Humboldt County Commission** of this zone change application to rezone this property from RR-13 MH to GC.

**RPC RECOMMENDATION:** The Regional Planning Commission at their December 15, 2022 meeting voted to recommend approval of this zone change application to rezone this property from RR-13 MH to GC.

2. **SUPPORT MATERIAL:**

- A. Application
- B. Assessor's parcel map/GIS image of area

Betty Lawrence  
Senior Planning Technician

APPLICATION FOR REZONING

**Note:** The applicant is responsible for the accuracy of the information provided. Please fill in all the spaces. If an item does not apply, please put **N/A** (not applicable) on the line. Include the parcel number and/or the address of the property. Please provide a clear, legible, location map and a copy of the Assessor's Parcel map of the property with this application, if available.

City of Winnemucca

Humboldt County

Applicant/Agent Richard Schofield

Location/Address of Property Gross Valley Road

Assessor's Parcel # 16-0347-03

Rezone said property from RR-13 to GC

**Note:** If more than one zone change is being requested, describe each parcel separately and indicate the zone requested for each.

Record Owner of Property: (a signed, notarized Affidavit of Ownership is required)

Name of Owner Ronald E. + Linda L. Schrempp Trust

Mailing Address 6310 Jackson Rd

Winnemucca, NV Phone 89445

FOR DEPARTMENT USE

Received by: Betty Date: 10/12/22

Application No: RH-23 Name: Schofield, Richard

Meeting Date/Entity: RPC 11/10/22

NPH to Property Owners: 10/26/2022 NPH for publication: to Sun 10/19 for 10/26 edition

L

REQUIRED INFORMATION

The following information is required for this application. If the material is missing, Staff is authorized to return the application and take no further action until a complete application has been filed. (Enter N/A next to any item that does not apply - Use additional pages as necessary)

- 1. Describe in detail the reasons for requesting a zone change – describe any changes in the area or community that support the requested change.

Plans require a Commercial or at least higher than the residential zone it is presently zoned.

- 2. Will the newly proposed zone change have any affect upon the existing developed land use pattern in the immediate area, specifically, will the zone change affect land use compatibility?

Yes No

Why or Why Not? Area is already being used for similar uses... storage units or other mixed uses as mobile home park and various uses involved.

- 3. Will granting a zone change adversely affect the public health, safety and general welfare?

Yes No

Why or Why Not? NON HAZARD.

- 4. Will the proposed zone change conflict with the adopted Master Plan for the area?

Yes No

Why or Why Not? Property has two Master Plan zone designations. 1.0 of Residential & Commercial.

06	05	04	03	02	01
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19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36



36N38E



**HUMBOLDT COUNTY**  
NE1/4 NE1/4 SEC. 31 T.36N. R.38E.

NOTE: This plat is for assessment purposes only and does not represent a survey of the lands on this plat.

**10-34**  
Page 1 of 2

1"=200'  
M.D.B. & M.



HUMBOLDT COUNTY ASSESSOR'S OFFICE  
WYNNEMUCCA, NEVADA 89445



RH-22-23  
SCHOFIELD, RICHARD  
GRASS VALLEY RD  
AP #10-0347-03



RH-22-23  
SCHOFIELD, RICHARD  
GRASS VALLEY RD  
AP #10-034-03

# STATUS REPORT RH-22-24

1. **SUBJECT:**

A zone change request submitted by Regional Planning Commission on behalf of the T Quarter Circle Ranches, Inc. to rezone property from C (Commercial)/CH (Highway Commercial) zoning district to AG-5 (General Agriculture 5-acre minimum lot size)/CH (Highway Commercial).

2. **LOCATION:**

The parcel is located at T Quarter Circle Road; assessor's parcel #13-0061-03.

3. **BACKGROUND INFORMATION:**

Parcel Action History PL0100D  
Seq Case# App Date Last Action Date  
MP 03 1GV M HCC A 6/07/2004  
MP/AMENDMENT \*\*SEE FILE OR REMARKS FOR BREAKDOWN\*\*  
RH 22 24 11/01/2022  
C/CH > AG-5/CH  
RH 78 120 3/24/1978 HCC A 6/01/1978  
ANGUS/ORD # 6-1-78 AG,A2 > C,CH \*

**Proposed Zoning:** AG-5 (General Agriculture 5-acre minimum lot size)  
CH (Highway Commercial)

**Master Plan:** OSMU (Open Space Multiple Use)

**Lot Area:** 594.920 acres

**Access:** Access is from T Quarter Circle Road.

**Utilities:**

NV Energy currently supplies electricity to this area.  
Property would be served by individual well and septic system.

**Response From Referrals:**

No comments received from referrals as of December 7, 2022.

**Applicable Regulations:**

***The C zoning is no longer a recognized zoning designation in Humboldt County.***

The AG-5 zoning allows agricultural activities and single family residences. A variety of commercial and higher uses are conditionally allowed.

The CH zoning district allows convenience stores, motels, service stations, restaurants, fruit stands, signs. The following uses are allowed with the issuance of a conditional use permit: RV parks, billboards, auto repair shops, casinos, emergency service buildings. Prohibited uses are residential uses, all industrial uses. The minimum lot size is 6,000 square feet with; the minimum lot frontage is sixty (60) feet. The setbacks for this zoning district are fifteen (15) feet front, zero (0) feet sides and five (5) feet rear.

4. **ANALYSIS & FINDINGS:**

- A. The Regional Planning Commission upon its own motion may initiate amendments and changes to the land use plan. (Humboldt County Code Chapter 17.71.020(A).
- B. This area is zoned for commercial and agricultural uses with CH and AG-5 zoning designations. 500' along W Winnemucca Boulevard holds the CH zoning designation and will continue to hold this zoning designation. The rest of the parcel will be zoned AG-5. The parcel is currently vacant. This zone change from C/CH to AG-5/CH would not impact the uses on properties adjacent to this property. There is no information to indicate this action will be detrimental to properties surrounding or adjacent to the area requested for the zone change.
- C. This zone change to AG-5/CH conforms to the Master Plan designation of OSMU for this area.
- D. There will be changes as to the allowed uses on subject property. The current zoning designation allows a variety of uses but is not acknowledged as a current zoning designation in Humboldt County. Therefore, this zone change will not adversely affect the public health, safety and general welfare of the area.
- F. This zone change will not alter the development pattern or the types of uses allowed in the area. This zoning will not be out of place with the zoning surrounding it. Therefore, the newly proposed zones will have no effect on the existing developed land use pattern in the immediate area.

5. **STAFF RECOMMENDATION:**

After careful consideration, staff recommends the **RPC recommend approval to the Humboldt County Commission** of this zone change application to rezone this property from C/CH to AG-5/CH.

**REGIONAL PLANNING COMMISSION RECOMMENDATION:**

The Regional Planning Commission at their December 15, 2022 meeting voted to recommend **approval** of this zone change application to rezone this property from C/CH to AG-5/CH.

6. **SUPPORT MATERIAL:**

- A. Application
- B. Assessor's parcel map

Betty Lawrence/*BL*  
Senior Planning Technician

APPLICATION FOR REZONING

**Note:** The applicant is responsible for the accuracy of the information provided. Please fill in all the spaces. If an item does not apply, please put **N/A** (not applicable) on the line. Include the parcel number and/or the address of the property. Please provide a clear, legible, location map and a copy of the Assessor's Parcel map of the property with this application, if available.

City of Winnemucca

Humboldt County

Applicant/Agent Regional Planning Commission / michelle Miller, Chair

Location/Address of Property N of I-80

Assessor's Parcel # 13-0061-03

Rezone said property from CLCH to CH/AG-5 / CH

**Note:** If more than one zone change is being requested, describe each parcel separately and indicate the zone requested for each.

Record Owner of Property: (a signed, notarized Affidavit of Ownership is required)

Name of Owner T Quarter Circle Ranches, Inc

Mailing Address 4405 T Quarter Circle Rd

Winnemucca, NV 89445 Phone \_\_\_\_\_

FOR DEPARTMENT USE

Received by: Betty Date: 11/1/22

Application No: RH-22-24 Name: T Quarter Circle Ranches / RPC

Meeting Date/Entity: RPC 12/08/22

NPH to Property Owners: 11/23/22 NPH for publication: To Sun 11/16 for 11/23 edition

M

REQUIRED INFORMATION

The following information is required for this application. If the material is missing, Staff is authorized to return the application and take no further action until a complete application has been filed. (Enter N/A next to any item that does not apply - Use additional pages as necessary)

1. Describe in detail the reasons for requesting a zone change – describe any changes in the area or community that support the requested change.

Bring current C zoning designation into compliance with current County zoning designations. C zoning is no longer recognized as of the mid 80's

2. Will the newly proposed zone change have any affect upon the existing developed land use pattern in the immediate area, specifically, will the zone change affect land use compatibility?

Yes  No

Why or Why Not? no change to existing use (vacant land) parcels to east zoned AG-5 + CH

13-0011-03+04; 13-0031-01 recently rezoned to CH/AG-5

3. Will granting a zone change adversely affect the public health, safety and general welfare?

Yes  No

Why or Why Not? no change of use. Currently vacant @ 500' along W Winnemucca Blvd is zoned CH

4. Will the proposed zone change conflict with the adopted Master Plan for the area?

Yes  No

Why or Why Not? master Plan is OSmu

06	05	04	03	02	01
07	08	09	10	11	12
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19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36

35N37E

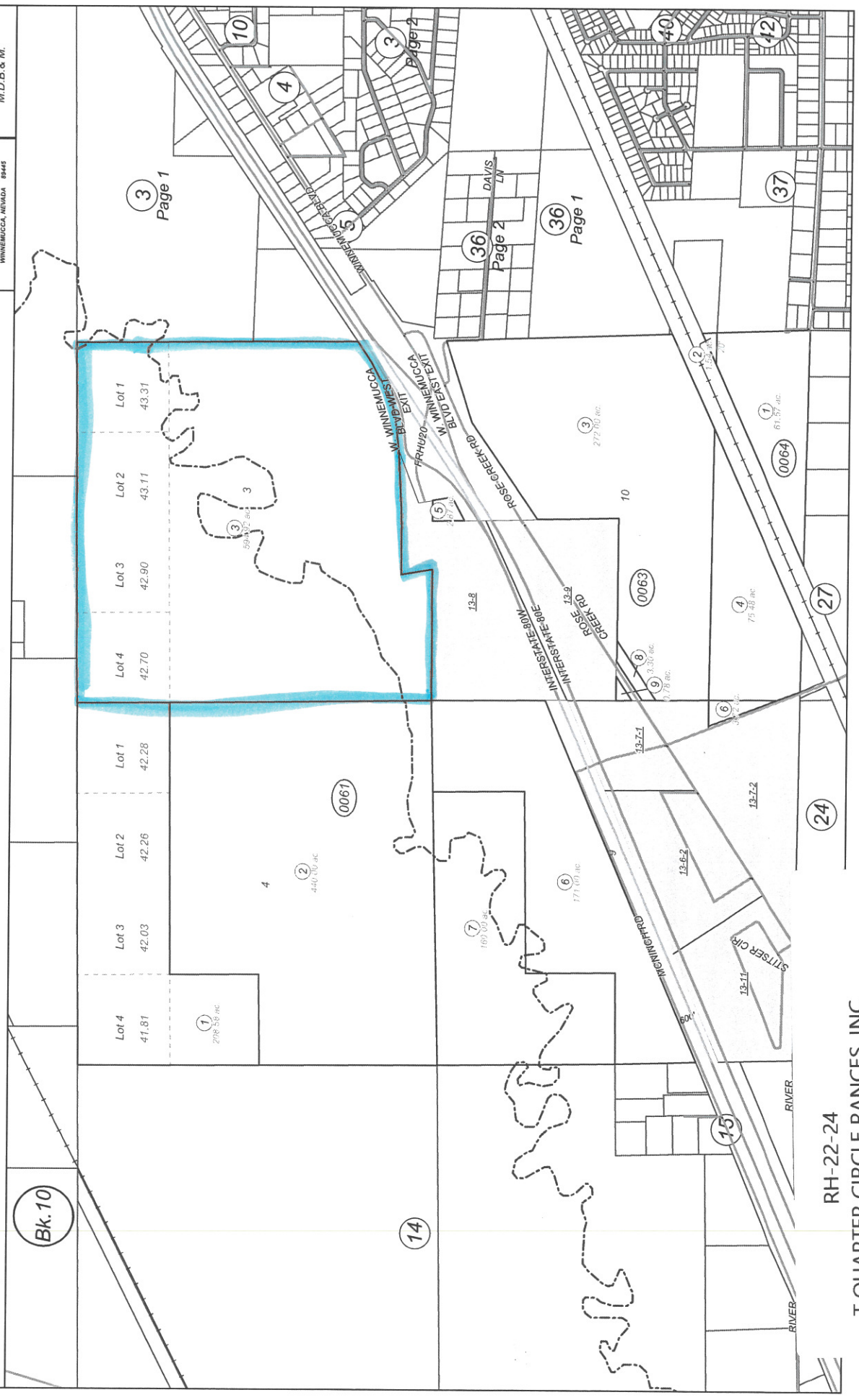
**Bk. 10**

**HUMBOLDT COUNTY**  
 SEC. 3, 4, 9, 10 T. 35N. R. 37E.

**13-6**  
 Page 1 of 2  
 1"=1,200'  
 M.D.B. & M.



NOTE: This plat is for assessment purposes only and does not represent a survey of the lands on this plat.



Lot	Area (Ac.)
Lot 1	43.31
Lot 2	43.11
Lot 3	42.90
Lot 4	42.70

RH-22-24  
 T QUARTER CIRCLE RANGES, INC  
 N OF I-80  
 AP #13-0061-03



13-0061-03

13-0031-01

13-0031-04  
13-0011-08  
80

RH-22-24  
T QUARTER CIRCLE RANCES, INC  
N OF I-80  
AP #13-0061-03

# STATUS REPORT RH-22-25

1. **SUBJECT:**

A zone change request submitted by Regional Planning Commission on behalf of the Pilot Travels Centers, LLC to rezone property from C (Commercial) zoning district to CH (Highway Commercial).

2. **LOCATION:**

The parcel is located at 5625 W. Winnemucca Blvd/I-80 Interchange; assessor's parcel #13-0081-04.

3. **BACKGROUND INFORMATION:**

**Parcel Action History** **PL0100D**  
**Seq Case# App Date Last Action Date**  
MP 03 1GV M HCC A 6/07/2004  
MP/AMENDMENT \*\*SEE FILE OR REMARKS FOR BREAKDOWN\*\*  
SP 07 01 5/21/2007 RPC A 6/14/2007  
PILOT TRAVEL CENTER/FUEL & STORE  
VH 07 11 8/17/2007 HCC A 9/04/2007  
PILOT/SIGN HT 80' & SURFACE 784 SF  
RH 22 25 11/03/2022  
C > CH  
RH 70 39 9/04/1970 HCC A 11/05/1970  
ANGUS/ & HARRER/ORD # 11-5-70 A2 > C  
PH 76 49 10/05/1976 FILED 1/31/1977  
FILE # 176378

**Proposed Zoning:** CH (Highway Commercial)

**Master Plan:** OSMU (Open Space Multiple Use)

**Lot Area:** 22.410 acres ±

**Access:** Access to the property is from W. Winnemucca Blvd.

**Utilities:**

NV Energy currently supplies electricity to this area.  
Property is served by individual well and septic system.

**Response From Referrals:**

No comments received from referrals as of December 8, 2022.

**Applicable Regulations:**

***The C zoning is no longer a recognized zoning designation in Humboldt County.***

The CH zoning district allows convenience stores, motels, service stations, restaurants, fruit stands, signs. The following uses are allowed with the issuance of a conditional use permit: RV parks, billboards, auto repair shops, casinos, emergency service buildings. Prohibited uses are residential uses, all industrial uses. The minimum lot size is 6,000

square feet with; the minimum lot frontage is sixty (60) feet. The setbacks for this zoning district are fifteen (15) feet front, zero (0) feet sides and five (5) feet rear.

4. **ANALYSIS & FINDINGS:**

- A. The Regional Planning Commission upon its own motion may initiate amendments and changes to the land use plan. (Humboldt County Code Chapter 17.71.020(A).
- B. This area is zoned for commercial uses with CH zoning designations. The Master Plan for this property is OSMU (Open Space Multiple Use). This zone change from C to CH would not impact the uses on properties adjacent to this property. There is no information to indicate this action will be detrimental to properties surrounding or adjacent to the area requested for the zone change.
- C. This zone change to CH conforms to the Master Plan designation of OSMU for this area.
- D. There will be changes as to the allowed uses on subject property. The current zoning designation allows a variety of uses but is not acknowledged as a current zoning designation in Humboldt County. The proposed zoning of CH is typically found along highways. The property has been utilized as a travel center since 2008 for the current Pilot Travel Center. Therefore, this zone change will not adversely affect the public health, safety and general welfare of the area.
- F. This zone change will not alter the development pattern or the types of uses allowed in the area. This zoning will not be out of place with the zoning surrounding it. Therefore, the newly proposed zones will have no effect on the existing developed land use pattern in the immediate area.

5. **STAFF RECOMMENDATION:**

After careful consideration, staff recommends the **RPC recommend approval to the Humboldt County Commission** of this zone change application to rezone this property from C to CH.

**REGIONAL PLANNING COMMISSION RECOMMENDATION:**

The Regional Planning Commission at their December 15, 2022 meeting voted to recommend **approval** of this zone change application to rezone this property from C to CH.

6. **SUPPORT MATERIAL:**

- A. Application
- B. Assessor's parcel map

Betty Lawrence/BL  
Senior Planning Technician

APPLICATION FOR REZONING

**Note:** The applicant is responsible for the accuracy of the information provided. Please fill in all the spaces. If an item does not apply, please put N/A (not applicable) on the line. Include the parcel number and/or the address of the property. Please provide a clear, legible, location map and a copy of the Assessor's Parcel map of the property with this application, if available.

City of Winnemucca

Humboldt County

Applicant/Agent REGIONAL Planning Commission / michelle Miller, Chair

Location/Address of Property 5625 W Winnemucca Blvd I-80 Interchange

Assessor's Parcel # 13-0081-04

Rezone said property from C to CH

**Note:** If more than one zone change is being requested, describe each parcel separately and indicate the zone requested for each.

Record Owner of Property: (a signed, notarized Affidavit of Ownership is required)

Name of Owner Pilot Travel Centers, LLC

Mailing Address C/O Property Tax Dept STORE 435  
PO BOX 54470

Lexington, KY 40555 Phone \_\_\_\_\_

FOR DEPARTMENT USE

Received by: Betty Date: 11/3/2022

Application No: RH-22-25 Name: Pilot Travel Centers / RPC

Meeting Date/Entity: RPC 12/8/22

NPH to Property Owners: 11/23/22 NPH for publication: 11/23 edition  
To Sun 11/16 for

REQUIRED INFORMATION

The following information is required for this application. If the material is missing, Staff is authorized to return the application and take no further action until a complete application has been filed. (Enter N/A next to any item that does not apply - Use additional pages as necessary)

- 1. Describe in detail the reasons for requesting a zone change – describe any changes in the area or community that support the requested change.

Bring current C zoning designation into compliance with current County zoning designations. C zoning is no longer recognized as of the mid 80's

- 2. Will the newly proposed zone change have any affect upon the existing developed land use pattern in the immediate area, specifically, will the zone change affect land use compatibility?

Yes  No

Why or Why Not? Vacant land surround property, I-80 to south, current use is travel center

- 3. Will granting a zone change adversely affect the public health, safety and general welfare?

Yes  No

Why or Why Not? no change to existing use - travel center

- 4. Will the proposed zone change conflict with the adopted Master Plan for the area?

Yes  No

Why or Why Not? master plan is OSMU

06	05	04	03	02	01
07	06	05	04	03	02
08	07	06	05	04	03
09	08	07	06	05	04
10	09	08	07	06	05
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12	11	10	09	08	07
13	12	11	10	09	08
14	13	12	11	10	09
15	14	13	12	11	10
16	15	14	13	12	11
17	16	15	14	13	12
18	17	16	15	14	13
19	18	17	16	15	14
20	19	18	17	16	15
21	20	19	18	17	16
22	21	20	19	18	17
23	22	21	20	19	18
24	23	22	21	20	19
25	24	23	22	21	20
26	25	24	23	22	21
27	26	25	24	23	22
28	27	26	25	24	23
29	28	27	26	25	24
30	29	28	27	26	25
31	30	29	28	27	26
32	31	30	29	28	27
33	32	31	30	29	28
34	33	32	31	30	29
35	34	33	32	31	30
36	35	34	33	32	31

35N37E



**HUMBOLDT COUNTY**  
PT. NW1/4 SEC.10 T.35N. R.37E.

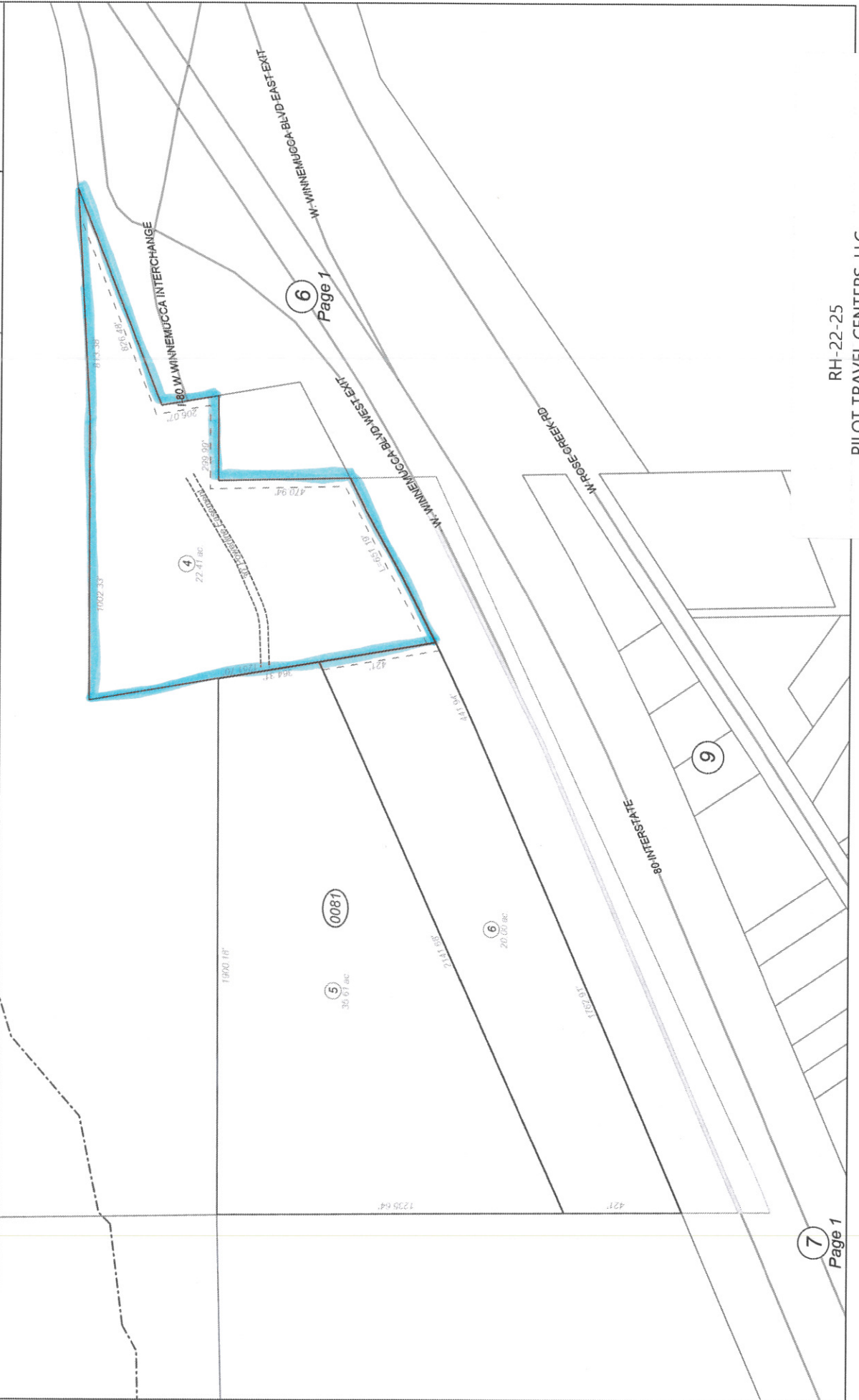
NOTE: This plat is for assessment purposes only and does not represent a survey of the lands on this plat.



Map prepared by:  
HUMBOLDT COUNTY ASSESSOR'S OFFICE  
WINNEMUCCA, NEVADA 89446

**13-8**

1"=300'  
M.D.B. & M.



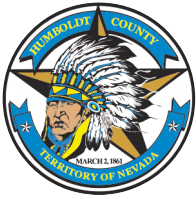
6  
Page 1

7  
Page 1

RH-22-25  
PILOT TRAVEL CENTERS, LLC  
5625 W WMCA BLVD/I-80 INTERCHANGE  
AP #13-0081-04



RH-22-25  
 PILOT TRAVEL CENTERS, LLC  
 5625 W WMCA BLVD/I-80 INTERCHANGE  
 AP #13-0081-04



# HUMBOLDT COUNTY

50 W. 5<sup>th</sup> Street  
Winnemucca, Nevada 89445  
www.humboldtcountynv.gov

## STAFF AGENDA REQUEST

**DATE:** January 12, 2023  
**TO:** County Commission  
**FROM:** Ric Grantham, Director of Technology Services  
**SUBJECT:** Request for Final Approval to Purchase Security Cameras and Cloud Storage, from ConvergeOne.

**REQUESTED AGENDA DATE:** February 6, 2023

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### **SUMMARY AND BACKGROUND:**

The Technology Services Department is requesting final approval to purchase security cameras and cloud storage, from ConvergeOne, in the amount of \$92,279.78. This special project was requested, and approved, in the Technology Services-IT Department's fiscal year 2022-2023 special projects budget, in the amount of \$76,520.00. Due to an increase in costs of the cameras since the time the fiscal year 2022-2023 budget was approved and cloud storage costs not anticipated at that time, an additional cost of \$15,759.78 is being requested to move forward and complete this project. This project will replace the aging security camera system for the Courthouse, that recently failed, in addition to other county facilities. These cameras can be managed from a single interface that will save the Technology Services Department hours of staff support. In addition, the County will realize long-term hardware savings as additional cameras can be added to the system without the need to add additional network video recorders (NVRs) which vary wildly in storage capability and cost and limit the type of compatible cameras.

This purchase is being made in consideration of NRS 332.063 – Contracts for which estimated annual amount required to perform is more than \$50,000 but not more than \$100,000: Solicitation of responses; permissive advertisement; award. (1) Except as otherwise provided by specific statute, if the estimated annual amount required to perform a contract is more than \$50,000 but not more than \$100,000, the governing body or its authorized representative: (a) shall solicit responses from two or more persons capable of performing the contract, if such persons are available ... The amount of this purchase is more than \$50,000 but less than \$100,000.

Additionally, this purchase is being made in consideration of NRS 332.115 – Contracts not adapted to award by competitive solicitation; purchase of certain equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital. (1) Contracts which by their nature are not adapted to award by a competitive solicitation, including contracts for: (o) Supplies, materials, equipment or services that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another federal governmental agency located within or outside this State ... Therefore, only quote has been obtained in support of this purchase.

**WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:**

For final approval to purchase security cameras and cloud storage, from ConvergeOne, in the amount of \$92,279.78.

**PREVIOUS ACTION:**

None.

**HAS DISTRICT ATTORNEY REVIEWED AGREEMENT/CONTRACT IF APPLICABLE:**

N/A

**FISCAL IMPACT IF APPLICABLE:**

The fiscal impact of this purchase would be an expenditure from the Technology Services-IT Department Fiscal Year 2022-2023 approved budget of \$92,279.78.

**RECOMMENDATION:**

It is recommended that the Technology Services Department's request for final approval to purchase security cameras and cloud storage, from ConvergeOne, in the amount of \$92,279.78, be approved.

**LIST SUPPORTING DOCUMENTS IF APPLICABLE:**

Quotes from ConvergeOne for security cameras and cloud storage.

**POSSIBLE MOTION:**

Motion to approve the Technology Services Department's request, as presented, to purchase security cameras and cloud storage, from ConvergeOne, in the amount of \$92,279.78.

## Solution Summary

### Humboldt County - MV Cameras - 3YR

<p><b>Customer:</b> Humboldt County</p> <p><b>Ship To Address:</b> 50 W 5TH ST WINNEMUCCA, NV 89445</p> <p><b>Bill To Address:</b> 50 W 5TH ST WINNEMUCCA, NV 89445</p> <p><b>Customer ID:</b> MSNHUMCOU0001</p> <p><b>Customer PO:</b></p>	<p><b>Primary Contact:</b> Ric Grantham</p> <p><b>Email:</b> Ric.Grantham@humboldtcountynv.gov</p> <p><b>Phone:</b> 775-623-6040</p> <p><b>National Account Manager:</b> David Peers</p> <p><b>Email:</b> DPeers@convergeone.com</p> <p><b>Phone:</b> +17024002579</p>
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$16,392.15		One-Time		\$16,392.15
Hardware	\$57,674.13		One-Time		\$57,674.13
<b>Project Subtotal</b>	<b>\$74,066.28</b>				<b>\$74,066.28</b>
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
<b>Project Total</b>	<b>\$74,066.28</b>				<b>\$74,066.28</b>

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/> . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/> . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

## Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	MV22-HW	Meraki Varifocal MV22 Indoor HD Dome Camera - 256GB Storage		23	\$911.43	\$20,962.89

## Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
2	MV52-HW	Meraki Varifocal MV52 Outdoor Bullet Camera With 1TB Storage		20	\$1,762.66	\$35,253.20
3	MV12W-HW	Meraki Wide Angle MV12 Mini Dome HD Camera - 256GB Storage		2	\$729.02	\$1,458.04
4	LIC-MV-3YR	Meraki MV Enterprise License and Support, 3YR		45	\$364.27	\$16,392.15
					<b>Total:</b>	<b>\$74,066.28</b>

## Solution Summary

### Humboldt - 30 day CA 3 year

<p><b>Customer:</b> Humboldt County</p> <p><b>Ship To Address:</b> 50 W 5TH ST WINNEMUCCA, NV 89445</p> <p><b>Bill To Address:</b> 50 W 5TH ST WINNEMUCCA, NV 89445</p> <p><b>Customer ID:</b> MSNHUMCOU0001</p> <p><b>Customer PO:</b></p>	<p><b>Primary Contact:</b> Ric Grantham</p> <p><b>Email:</b> Ric.Grantham@humboldtcountynv.gov</p> <p><b>Phone:</b> 775-623-6040</p> <p><b>National Account Manager:</b> David Peers</p> <p><b>Email:</b> DPeers@convergeone.com</p> <p><b>Phone:</b> +17024002579</p>
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$18,213.50		One-Time		\$18,213.50
<b>Project Subtotal</b>	<b>\$18,213.50</b>				<b>\$18,213.50</b>
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
<b>Project Total</b>	<b>\$18,213.50</b>				<b>\$18,213.50</b>

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/> . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/> . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

## Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	LIC-MV-CA30-3Y	Meraki MV 30 Day Cloud Archive License, 3YR		50	\$364.27	\$18,213.50
					<b>Total:</b>	<b>\$18,213.50</b>



# HUMBOLDT COUNTY

50 W. 5<sup>th</sup> Street  
Winnemucca, Nevada 89445  
www.humboldtcountynv.gov

## STAFF AGENDA REQUEST

**DATE:** January 19, 2023  
**TO:** County Commission  
**FROM:** Ric Grantham, Director of Technology Services Department  
**SUBJECT:** Approval of Renewal of Telecommunication Site Lease Agreement Between KNPB Public Television and Humboldt County

**REQUESTED AGENDA DATE:** February 6, 2023

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### **SUMMARY AND BACKGROUND:**

The Technology Services Department is requesting approval of the renewal of a Telecommunication Site Lease Agreement between KNPB Public Television and Humboldt County and for the chairman or his designee to sign said agreement. Humboldt County and KNPB doing business as Channel 5 Public Broadcasting, Inc. (KNPB) entered into the same agreement on November 6, 2017, for a term of three (3) years, and did not request renewal within the specified time frame in the original agreement. It was recently discovered that the original 2017 agreement expired in 2020.

This Telecommunication Site Lease Agreement allows Humboldt County to install and maintain hardware in a rack at KNPB property located at 1670 N. Virginia Street in Reno, that benefits the citizens and provides improved transmission of television and communication services for public safety or other emergency needs in Humboldt County. The renewed agreement only modifies the original terms from three (3) years to five (5) years. The rent amount of \$1.00 per year will remain the same.

### **WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:**

For approval of the renewal of the Telecommunication Site Lease Agreement Between KNPB and Humboldt County and for the chairman or his designee to sign same.

### **PREVIOUS ACTION:**

Approval of previous Telecommunication Site Lease Agreement between KNPB and Humboldt County on October 23, 2017 and Chairman signature on same.

### **HAS DISTRICT ATTORNEY REVIEWED AGREEMENT/CONTRACT IF APPLICABLE:**

A copy of this Telecommunication Site Lease Agreement was provided to the Humboldt County District Attorney's Office for review and approval of content on January 19, 2023.

### **FISCAL IMPACT IF APPLICABLE:**

The fiscal impact of the renewal of this Telecommunication Site Lease Agreement is an expenditure of \$1.00 per year from the Technology Services-Communication Department budget.

**RECOMMENDATION:**

It is recommended that the Technology Services Department's request for approval of the renewal of a Telecommunication Site Lease Agreement between KNPB and Humboldt County and for the chairman or his designee to sign said agreement be granted.

**LIST SUPPORTING DOCUMENTS IF APPLICABLE:**

Copy of original 2017 Telecommunication Site Lease Agreement between KNPB and Humboldt County and proposed renewal Telecommunication Site Lease Agreement between KNPB and Humboldt County.

**POSSIBLE MOTION:**

Motion to approve the Technology Services request, as presented, of the renewal of a Telecommunication Site Lease Agreement between KNPB and Humboldt County and for the chairman or his designee to sign said agreement.

**TELECOMMUNICATIONS SITE LEASE AGREEMENT  
BETWEEN KNPB PUBLIC TELEVISION  
AND  
HUMBOLDT COUNTY, NEVADA**

THIS TELECOMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is entered into this 17<sup>th</sup> day of January 2023, between the County of Humboldt, a political subdivision of the State of Nevada ("Lessee/Lessor" or "County"), and KNPB, doing business as Channel 5 Public Broadcasting Inc., a Nevada 501 c-3 non-profit organization ("Lessor/Lessor" or "KNPB").

WHEREAS, the law allows for agreements for lease of communications sites that will benefit the citizens and provide improved communication services for public safety or other emergency needs in Humboldt County, Nevada.

WHEREAS, the parties agree that KNPB has premises in Reno, Nevada that are available to County to place certain equipment to allow for the improved transmission of television and communication signals to Humboldt County.

1. Leased Premises to County. With regard to the lease of premises of property from KNPB to County, KNPB shall be the "Lessor" and County shall be the "Lessee" and all terms and conditions set forth herein shall apply to each party designated. Specifically, subject to the following terms and conditions, Lessor leases to Lessee space sufficient to accommodate a 19" rack and hardware to be provided by Humboldt County TV District. Said space to be located on Lessor's property at 1670 N. Virginia Street, Reno, Nevada 89503 ("KNPB Property").

2. Lease Term. The term of this Agreement shall be five (5) years commencing on the date this Agreement is fully executed ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date ("Term") unless otherwise terminated as provided in Paragraph 7. At its option, the Lessee may renew the Agreement for two (2) additional five (5) year periods ("Renewal Terms"), provided all terms of this Agreement are fully satisfied. Lessee shall notify the Lessor in writing of its desire to renew the Agreement sixty (60) days prior to the expiration date of the Term. If Lessee desires to exercise its right to renew this Agreement beyond the first Renewal Term, Lessee must provide written notice to Lessor not less than sixty (60) days before the expiration date of the prior Renewal Term.

3. Permitted Use.

(a) The KNPB Property may be used by Lessee solely for the permitted purposes of installing the 19" rack and/or any hardware. Lessor shall provide for clean or condition 120

Volt AC power with two separate breakers, a path for a fiber connection from the rack space to the location that fiber enters the building located on Property, access to the roof and space provided for mounting a receiver antenna in both the VHF and UHF bands along with cable paths to the rack location. Lessor shall also provide access to the site during normal operating hours for repairs or maintenance of Lessee's hardware.

(b) The installation and operation of the hardware by Lessee shall be subject to all restrictions and conditions of local, state or federal laws. The hardware belonging to Lessee shall remain the exclusive property of Lessee and are not deemed fixtures.

(c) Lessee shall remove the hardware, at Lessee's sole cost, on or before expiration of the Term or Renewal Terms. Within 90 days following the cancellation or termination of this Agreement prior to the expiration of the Term or Renewal Term, Lessee shall, remove all of Lessee's equipment and the rack and hardware and shall surrender the Premises to Lessor in the same condition as existed at the Commencement Date of this Agreement, less ordinary wear and tear and other casualty beyond the control of Lessee.

(d) Access for construction, routine maintenance and repair visits shall only be during business hours by Lessee providing two (2) hours advance notice to Lessor.

4. Consideration.

(a) Within 15 days of the Commencement Date and on the first day of each year thereafter, Lessee shall pay to Lessor as rent One Dollar and no/100 (\$1.00) per year ("Rent").

5. Site Acceptance. Lessee will be deemed to have accepted the Premises at the time Lessee commences installation of the rack and hardware pursuant to this Agreement. Conducting feasibility and cost assessment and other inspections on the Premises or Property is not deemed to be acceptance.

6. Non-Interference. Lessee shall not use the Premises in any way that materially interferes with the use of the Property by Lessor, or lessees or licensees of Lessor, with installations that predate the rack and hardware. With respect to lessee or licensee whose operations commence after installation of the rack and hardware, Lessee shall not make any change in its operations that causes or is intended to cause material interference with such lessees or licensees.

Lessor shall have the right to permit co-location of other necessary equipment on the Property and Lessee consents to the same. In the event that any collocation results in interference with Lessee's operations, and provided that Lessee's actions have not contributed to such interference, Lessor agrees to take reasonable steps to encourage the interfering party to eliminate such interference. In the event that the interference is not eliminated within thirty

(30) days of notice to Lessor by Lessee, Lessee may terminate this Agreement upon thirty (30) days prior written notice to Lessor.

For the purposes of this provision, "Interference" may include, but is not limited to, any other use on the Lessor's property that causes material electronic, physical obstruction or interference with, or degradation of, the Lessee's transcoders uses and/or received wireless signals. Any level of discernible or measurable signal degradation or other interference is deemed as material in nature and will fall within this section.

7. Termination. This Agreement may be terminated, without any penalty or further liability, on sixty (60) days written notice as follows:

(a) By either party on default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days following receipt of notice of default.

(b) By Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification for its rack and hardware or for the transcoder system to which the rack and hardware belong or if Lessee elects to terminate this Agreement pursuant to Paragraph 6 due to interference.

(c) By either Lessee or Lessor if the parties are unable to agree upon fair rental value pursuant to Section 4 of this Agreement.

(d) By Lessee or Lessor, for reasons involving public health, safety, or welfare. In addition, if the public's health, safety or welfare is endangered by the operations of the rack and hardware and Lessee fails to discontinue its operations as soon as is reasonably possible after receipt of notice thereof, and thereafter Lessee is unable to cure the conditions causing the endangerment as soon as practicable but no longer than thirty (30) days after receipt of such notice, Lessor may immediately terminate this Agreement.

(e) Immediately, in the event of an emergency, as determined by Lessor in its reasonable discretion.

(f) By either party, with sixty (60) days' notice to the other party, with or without cause.

(g) By either party pursuant to Paragraph 16, "Relocation", of this Agreement.

In the event of any termination under this Paragraph, Lessee shall pay Lessor all monies due as of the date of termination, including rent, attorneys' and collection fees and any other damages incurred by Lessor as a result of such termination. In addition, Lessee shall, at its sole expense, return the Premises to the same condition than existed on the Commencement

Date (normal wear and tear, and casualty beyond Lessee's control, excepted), and shall remove the Antenna Facilities.

8. Taxes. Lessee shall pay all personal property taxes, other taxes and assessments, if any, assessed on, or any portion of, the rack and hardware or Lessee's use of the Premises. Lessor shall pay, when due, all real property taxes and all other fees and assessments attributable to the Premises. However, Lessee shall reimburse Lessor, as additional Rent, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Lessee's use of the Premises, and Lessor agrees to furnish proof, from the taxing authority, of such increase to Lessee.

9. Insurance and Subrogation. Lessee shall maintain throughout the Term and any Renewal Term of this Agreement, a policy of liability insurance covering the Lessee through the State of Nevada PoolPact self-insurance coverage or the equivalent.

10. Indemnity and Hold Harmless.

(a) Disclaimer of Liability. Lessor shall not, at any time, be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, installation, maintenance, repair, use, operation, condition or dismantling of the Premises or the rack and hardware and Lessee expressly assumes all such risk.

(b) Lessee agrees to indemnify and hold Lessor and Lessor's officers, employees, agents, Council members, contractors, commissioners and invitees harmless from any and all liability, damages or claims, (including without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), arising or alleged to arise from any act or omission of Lessee, its employees, agents, contractors, or subcontractors or which may be in any way connected with the construction, installation, use, maintenance, repair or removal of the rack and hardware or use of the Premises, except to the extent attributable to the sole negligent acts or omissions of Lessor, its employees, agents or independent contractors.

(c) Lessor agrees to indemnify and hold Lessee harmless from any and all claims for physical injury, loss, damage or liability, costs or expenses arising from the sole negligence or willful misconduct of Lessor or its employees or agents related to the rack and hardware or use of the Premises.

(d) County shall be allowed all limitations on liability as set forth in NRS Chapter 41 or other applicable laws.

(e) The obligations described in this Paragraph shall survive the expiration or termination of this Agreement.

11. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses, or such other address as a party may from time to time advise in writing:

If to Lessee, to:

Humboldt County  
Attention: Humboldt County Commissioners  
50 West Fifth Street  
Winnemucca, Nevada 89445

If to Lessor, to;

Channel 5 Public Broadcasting Inc.  
Attention: President and CEO  
1670 N. Virginia Street  
Reno, Nevada 89503

With a copy to:

Humboldt County  
Attention: Humboldt County District Attorney  
PO Box 909  
Winnemucca, Nevada 89446

12. Assignment and Subleasing. Neither party may assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of the other party.

13. Successors and Assigns. This Agreement shall run with the Property and shall be binding on and inure to the benefit of the parties, and, subject to Paragraph 14, their respective permitted successors, personal representatives and assigns.

14. Relocation. In the event Lessor desires to redevelop, modify, remodel or in any way alter the Property and/or any improvements located thereon ("Redevelopment"), Lessor shall in good faith use its best efforts to fully accommodate Lessee's use of the Premises. Should any proposed Redevelopment necessitate the relocation of the rack and hardware, Lessee and Lessor shall use best efforts to find a mutually acceptable alternate location for the rack and hardware. Lessee shall relocate or make the necessary alterations, at Lessee's sole cost, expense and risk; provided, however that Lessor has provided Lessee with no less than one hundred twenty (120) days prior written notice of Lessor's proposed Redevelopment. In the event that Lessee and Lessor cannot agree on an alternative location for the rack and hardware on the Property using best efforts, either party may terminate this Lease, the effective

termination date being ninety (90) days after Lessee's receipt of Lessor's notice of the proposed Redevelopment and such termination shall be Lessee's sole remedy. If the parties agree on an acceptable alternate location for the rack and hardware, Lessor and Lessee agree to use their best efforts to amend this Agreement to document the new, alternate rack and hardware location, and from and after the date Lessee begins installation of its rack and hardware at such new location, such new location shall be deemed the Premises (or part thereof, as applicable) herein.

15. Restoration. In the event that Lessee causes damage of any kind during the course of installing, operating or maintaining the rack and hardware, including damage to the Property caused by cutting, boring, jack hammering, excavation or other work, and including latent damage not immediately apparent at the time of the work, Lessee shall repair the damage and restore the Property at its sole cost and expense, without delay or interruption and within the reasonable time period prescribed by Lessor. Restoration of the Property shall be to a condition that is equivalent to or better than the condition of the Property prior to commencing the installation, operation or maintenance of the rack and hardware and to a condition satisfactory to Lessor. Whenever part of a square or slab or existing concrete sidewalk or driveway is cut or damaged by Lessee, the entire square or slab shall be removed and replaced. All materials and compacting shall be in accordance with the "Standards and Specifications for Road, Bridge, and Municipal Construction," as amended.

16. Maintenance.

(a) Lessee shall, at its own expense, maintain the rack and hardware as described in paragraph 1. Additionally, Lessor shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with Lessee services.

(b) Lessee shall not be required to make any repairs to the Premises or Property (except as otherwise set forth herein) unless such repairs shall be necessitated by reason of the act, default or neglect of Lessee, its agents, employees, contractors, or invitees. Lessee is required to make all necessary repairs to the rack and hardware.

17. Compliance with Laws.

Lessee's use of the Premises is subject to its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Lessee shall erect, maintain and operate its rack and hardware in accordance with applicable standards, statutes, ordinances, rules and regulations now or hereinafter in effect.

18. Waiver of Lessor's Lien.

(a) Lessor waives any lien rights it may have concerning the Lessee rack and hardware which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral subject to Lessee obtaining all necessary permits and approvals and paying all associated fees. (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosures, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

19. Miscellaneous.

(a) Prior to commencing any litigation arising under this Agreement, any claim, controversy, or dispute arising out of this Agreement shall be submitted to non-binding arbitration in accordance with the applicable rules of the American Arbitration Association. If stipulated to by the parties, the award entered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Washoe County.

(b) Each party agrees to furnish to the other, within twenty (20) business days after request, such truthful estoppel information as the other may reasonably request.

(c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the Premises, including but not limited to, a Memorandum of Lease, easement agreements, and attornment to and non-disturbance agreement from any existing or future mortgagee or ground lessor, assuring that Lessee may remain in possession of the Premises without reduction in its rights under this Agreement should Lessor default under said mortgage or ground lease. Such documents shall be commercially reasonable in content and

in form suitable for recordation. Each party may record a Memorandum of Agreement in place of this Agreement.

(f) This Agreement shall be construed in accordance with the laws of Washoe County, and the State of Nevada.

(g) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(h) The parties agree that the terms and conditions of this Agreement are privileged information, and that such information will be treated in full confidence and will not be revealed to other persons, firms or organizations, except as otherwise required pursuant to Nevada Public Records Laws and any other applicable law, discovery request or court order.

(i) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(j) If the Premises or the rack and hardware are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

The Execution Date of this Lease is the date first written above.

COUNTY: COUNTY OF HUMBOLDT  
BOARD OF COUNTY COMMISSIONERS

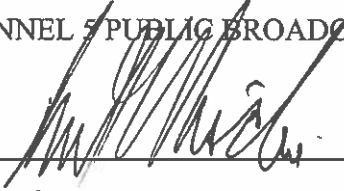
\_\_\_\_\_  
By: KEN TIPTON, CHAIRMAN

ATTEST:

\_\_\_\_\_  
TAMI SPERO, COUNTY CLERK

KNPB:

CHANNEL 5 PUBLIC BROADCASTING INC.

  
\_\_\_\_\_  
By: President & CEO  
\_\_\_\_\_  
Its :

STATE OF NEVADA )  
 ) ss:  
COUNTY OF HUMBOLDT )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, before me personally appeared Ken Tipton, known to me to be the Chairman of the Humboldt County Board of Commissioners, a political subdivision of the State of Nevada that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Ken Tipton, Chairman, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

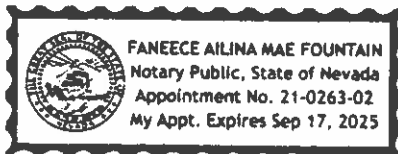
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Nevada  
My commission expires: \_\_\_\_\_

STATE OF NEVADA )  
 ) ss:  
COUNTY OF WASHOE )

On this Tuesday day of January 17th 2023, before me personally appeared Kurt Mische, the CEO of CHANNEL 5 PUBLIC BROADCASTING INC., a Nevada 501 c-3 non-profit organization, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Fanece Fountain  
Printed Name: Fanece Fountain  
NOTARY PUBLIC in and for the State of  
Nevada  
My commission expires: 9.17.2025

**EXHIBIT A**

To the Communications Site Lease Agreement dated \_\_\_\_\_, 20\_\_\_\_ between the County of Humboldt, a political subdivision of the State of Nevada, and KNPB Public Broadcasting Inc., a Nevada 501 c-3 non-profit organization.

**Legal Description**

**ADD DESCRIPTION HERE FOR KNPB PROPERTY**

**TELECOMMUNICATIONS SITE LEASE AGREEMENT  
BETWEEN CHANNEL 5 PUBLIC BROADCASTING, INC.  
AND  
HUMBOLDT COUNTY, NEVADA**

THIS TELECOMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is entered into this 6<sup>th</sup> day of November 2017, between the County of Humboldt, a political subdivision of the State of Nevada ("Lessee" or "County"), and Channel 5 Public Broadcasting, Inc., a Nevada 501 c-3 non-profit organization ("Lessor" or "KNPB").

WHEREAS, the law allows for agreements for lease of communications sites that will benefit the citizens and provide improved communication services for public safety or other emergency needs in Humboldt County, Nevada.

WHEREAS, the parties agree that KNPB has premises in Reno, Nevada that are available to County to place certain equipment to allow for the improved transmission of television and communication signals to Humboldt County.

1. Leased Premises to County. With regard to the lease of premises of property from KNPB to County, KNPB shall be the "Lessor" and County shall be the "Lessee" and all terms and conditions set forth herein shall apply to each party designated. Specifically, subject to the following terms and conditions, Lessor leases to Lessee space sufficient to accommodate a 19" rack and hardware (the "Premises") to be provided by Humboldt County TV District. Said space to be located on Lessor's property at 1670 N. Virginia Street, Reno, Nevada 89503 ("KNPB Property").

2. Lease Term. The term of this Agreement shall be three (3) years commencing on the date this Agreement is fully executed ("Commencement Date") and terminating on the third anniversary of the Commencement Date ("Term") unless otherwise terminated as provided in Paragraph 7. At its option, the Lessee may renew the Agreement for two (2) additional three (3) year periods ("Renewal Terms"), provided there are no defaults and all terms of this Agreement are fully satisfied. Lessee shall notify the Lessor in writing of its desire to renew the Agreement sixty (60) days prior to the expiration date of the Term. If Lessee desires to exercise its right to renew this Agreement beyond the first Renewal Term, Lessee must provide written notice to Lessor not less than sixty (60) days before the expiration date of the prior Renewal Term.

3. Permitted Use.

(a) The KNPB Property may be used by Lessee solely for the permitted purposes of installing the 19" rack and/or any hardware. Lessor shall provide for clean or condition 120 Volt AC power with two separate breakers, a path for a fiber connection from the rack space to the location that fiber enters the building located on the KNPB Property, access to the roof and space provided for mounting a receiver antenna in both the VHF and UHF bands along

with cable paths to the rack location. Lessor shall also provide access to the site during normal operating hours for repairs or maintenance of Lessee's hardware.

(b) The installation and operation of the hardware by Lessee shall be subject to all restrictions and conditions of local, state or federal laws. The hardware belonging to Lessee shall remain the exclusive property of Lessee and are not deemed fixtures.

(c) Lessee shall remove the hardware, at Lessee's sole cost, on or before expiration of the Term or Renewal Terms and shall surrender the Premises to Lessor in the same condition as existed at the Commencement Date of this Agreement, less ordinary wear and tear and other casualty beyond the control of Lessee. Within 90 days following the cancellation or termination of this Agreement prior to the expiration of the Term or Renewal Term, Lessee shall, remove all of Lessee's equipment and the rack and hardware and shall surrender the Premises to Lessor in the same condition as existed at the Commencement Date of this Agreement, less ordinary wear and tear and other casualty beyond the control of Lessee.

(d) Access for construction, routine maintenance and repair visits shall only be during business hours of Lessor by Lessee providing two (2) hours advance notice to Lessor.

4. Consideration.

(a) Within 15 days of the Commencement Date and on the first day of each year thereafter, Lessee shall pay to Lessor as rent One Dollar and no/100 (\$1.00) per year ("Rent").

5. Site Acceptance. Lessee will be deemed to have accepted the Premises at the time Lessee commences installation of the rack and hardware pursuant to this Agreement. Conducting feasibility and cost assessment and other inspections on the Premises or Property is not deemed to be acceptance.

6. Non-Interference. Lessee shall not use the Premises in any way that materially interferes with the use of the Property by Lessor, or lessees or licensees of Lessor, with installations that predate the rack and hardware. With respect to lessee or licensee whose operations commence after installation of the rack and hardware, Lessee shall not make any change in its operations that causes or is intended to cause material interference with such lessees or licensees.

Lessor shall have the right to permit co-location of other necessary equipment on the Property and Lessee consents to the same. In the event that any collocation results in interference with Lessee's operations, and provided that Lessee's actions have not contributed to such interference, Lessor agrees to take reasonable steps to encourage the interfering party to eliminate such interference. In the event that the interference is not eliminated within thirty (30) days of notice to Lessor by Lessee, Lessee may terminate this Agreement upon thirty (30) days prior written notice to Lessor.

For the purposes of this provision, "Interference" may include, but is not limited to, any other use on the Lessor's property that causes material electronic, physical obstruction or interference with, or degradation of, the Lessee's transcoders uses and/or received wireless signals. Any level of discernible or measurable signal degradation or other interference is deemed as material in nature and will fall within this section.

7. **Termination.** This Agreement may be terminated, without any penalty or further liability, on sixty (60) days written notice as follows:

(a) By either party on default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days following receipt of notice of default.

(b) By Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification for its rack and hardware or for the transcoder system to which the rack and hardware belong or if Lessee elects to terminate this Agreement pursuant to Paragraph 6 due to interference.

(c) By either Lessee or Lessor if the parties are unable to agree upon fair rental value pursuant to Section 4 of this Agreement.

(d) By Lessee or Lessor, for reasons involving public health, safety, or welfare. In addition, if the public's health, safety or welfare is endangered by the operations of the rack and hardware and Lessee fails to discontinue its operations as soon as is reasonably possible after receipt of notice thereof, and thereafter Lessee is unable to cure the conditions causing the endangerment as soon as practicable but no longer than thirty (30) days after receipt of such notice, Lessor may immediately terminate this Agreement.

(e) Immediately, in the event of an emergency, as determined by Lessor in its reasonable discretion.

(f) By either party, with sixty (60) days' notice to the other party, with or without cause.

(g) By either party pursuant to Paragraph 16, "Relocation", of this Agreement.

In the event of any termination under this Paragraph, Lessee shall pay Lessor all monies due as of the date of termination, including rent, attorneys' and collection fees and any other damages incurred by Lessor as a result of such termination. In addition Lessee shall, at its sole expense, return the Premises to the same condition than existed on the Commencement Date (normal wear and tear, and casualty beyond Lessee's control, excepted), and shall remove the Antenna Facilities.

8. **Taxes.** Lessee shall pay all personal property taxes, other taxes and assessments, if any, assessed on, or any portion of, the rack and hardware or Lessee's use of the Premises. Lessor shall pay, when due, all real property taxes and all other fees and assessments

attributable to the Premises. However, Lessee shall reimburse Lessor, as additional Rent, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Lessee's use of the Premises, and Lessor agrees to furnish proof, from the taxing authority, of such increase to Lessee.

9. Insurance and Subrogation. Lessee shall maintain throughout the Term and any Renewal Term of this Agreement, a policy of liability insurance covering the Lessee through the State of Nevada PoolPact self-insurance coverage or the equivalent.

10. Indemnity and Hold Harmless.

(a) Disclaimer of Liability. Lessor shall not, at any time, be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, installation, maintenance, repair, use, operation, condition or dismantling of the Premises or the rack and hardware and Lessee expressly assumes all such risk.

(b) Lessee agrees to indemnify and hold Lessor and Lessor's officers, employees, agents, Council members, contractors, commissioners and invitees harmless from any and all liability, damages or claims, (including without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), arising or alleged to arise from any act or omission of Lessee, its employees, agents, contractors, or subcontractors or which may be in any way connected with the construction, installation, use, maintenance, repair or removal of the rack and hardware or use of the Premises, except to the extent attributable to the sole negligent acts or omissions of Lessor, its employees, agents or independent contractors.

(c) Lessor agrees to indemnify and hold Lessee harmless from any and all claims for physical injury, loss, damage or liability, costs or expenses arising from the sole negligence or willful misconduct of Lessor or its employees or agents related to the rack and hardware or use of the Premises.

(d) Except as otherwise agreed herein, County shall be allowed all limitations on liability as set forth in NRS Chapter 41 or other applicable laws.

(e) The obligations described in this Paragraph shall survive the expiration or termination of this Agreement.

11. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses, or such other address as a party may from time to time advise in writing:

If to Lessee, to:

Humboldt County

Communications Site Lease Agreement Between Channel 5 Public Broadcasting, Inc. and Humboldt County 2017

Attn: County  
Administrator  
50 West Fifth Street  
Winnemucca, Nevada 89445

If to Lessor, to;

Channel 5 Public Broadcasting Inc.  
Attn: Site Property Manager  
1670 N. Virginia Street  
Reno, Nevada 89503

With a copy to:

Humboldt County  
Attention: District Attorney  
PO Box 909  
Winnemucca, Nevada 89446

12. **Assignment and Subleasing.** Neither party may assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of the other party.

13. **Successors and Assigns.** This Agreement shall run with the KNPB Property and shall be binding on and inure to the benefit of the parties, and, subject to Paragraph 14, their respective permitted successors, personal representatives and assigns.

14. **Relocation.** In the event Lessor desires to redevelop, modify, remodel or in any way alter the KNPB Property and/or any improvements located thereon ("Redevelopment"), Lessor shall in good faith use its best efforts to fully accommodate Lessee's use of the Premises. Should any proposed Redevelopment necessitate the relocation of the rack and hardware, Lessee and Lessor shall use best efforts to find a mutually acceptable alternate location for the rack and hardware. Lessee shall relocate or make the necessary alterations, at Lessee's sole cost, expense and risk; provided, however that Lessor has provided Lessee with no less than one hundred twenty (120) days prior written notice of Lessor's proposed Redevelopment. In the event that Lessee and Lessor cannot agree on an alternative location for the rack and hardware on the KNPB Property using best efforts, either party may terminate this Lease, the effective termination date being ninety (90) days after Lessee's receipt of Lessor's notice of the proposed Redevelopment and such termination shall be Lessee's sole remedy. If the parties agree on an acceptable alternate location for the rack and hardware, Lessor and Lessee agree to use their best efforts to amend this Agreement to document the new, alternate rack and hardware location, and from and after the date Lessee begins installation of its rack and hardware at such new location, such new location shall be deemed the Premises (or part thereof, as applicable) herein.

15. **Restoration.** In the event that Lessee causes damage of any kind during the course of installing, operating or maintaining the rack and hardware, including damage to the KNPB Property caused by cutting, boring, jack hammering, excavation or other work, and including latent damage not immediately apparent at the time of the work, Lessee shall repair the damage and restore the KNPB Property at its sole cost and expense, without delay or interruption and within the reasonable time period prescribed by Lessor. Restoration of the KNPB Property shall be to a condition that is equivalent to or better than the condition of the KNPB Property prior to commencing the installation, operation or maintenance of the rack and hardware and to a condition satisfactory to Lessor. Whenever part of a square or slab or existing concrete sidewalk or driveway is cut or damaged by Lessee, the entire square or slab shall be removed and replaced. All materials and compacting shall be in accordance with the "Standards and Specifications for Road, Bridge, and Municipal Construction," as amended.

16. **Maintenance.**

(a) Lessee shall, at its own expense, maintain the rack and hardware as described in paragraph 1. Additionally, Lessor shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with Lessee services.

(b) In the event any maintenance or repairs to Lessee's equipment needs to be performed on an emergency basis, Lessee may authorize Lessor's professionals to make such repairs. Lessee agrees that if such event arises, Lessee will be responsible to pay Lessor's professionals for their services at their standard hourly rate and pay for the cost of any parts or equipment used by Lessor's professionals to complete the repairs. Payment for the services and parts or equipment must be made by Lessee to Lessor within fifteen (15) days of being invoiced for such repair.

(c) Lessee shall not be required to make any repairs to the Premises or KNPB Property (except as otherwise set forth herein) unless such repairs shall be necessitated by reason of the act, default or neglect of Lessee, its agents, employees, contractors, or invitees. Lessee is required to make all necessary repairs to the rack and hardware.

17. **Compliance with Laws.**

Lessee's use of the Premises is subject to its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Lessee shall erect, maintain and operate its rack and hardware in accordance with applicable standards, statutes, ordinances, rules and regulations now or hereinafter in effect.

18. **Waiver of Lessor's Lien.**

(a) Lessor waives any lien rights it may have concerning the Lessee rack and hardware which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral subject to Lessee obtaining all necessary permits and approvals and paying all associated fees. (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosures, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

19. Subordination

Lessee accepts this Agreement subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Premises, or upon the KNPB Property and to any renewals, refinancing and extensions thereof, but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Agreement on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Lessor is hereby irrevocably vested with full power and authority to subordinate this Agreement to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises of the KNPB Property, and Lessee agrees upon demand to execute such further instruments subordinating this Agreement or attorning to the holder of any such liens as Lessor may request. In the event that Lessee should fail to execute any instrument of subordination herein required to be executed by Lessee promptly as requested, Lessee hereby irrevocably constitutes Lessor as its attorney-in-fact to execute such instrument in Lessee's name, place and stead, it being agreed that such power is one coupled with an interest. Lessee agrees that it will from time to time upon request by Lessor execute and deliver to such persons as Lessor shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Lessor is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as Lessor shall reasonably require.

20. Miscellaneous.

(a) Prior to commencing any litigation arising under this Agreement, any claim, controversy, or dispute arising out of this Agreement shall be submitted to non-binding arbitration in accordance with the applicable rules of the American Arbitration Association.

If stipulated to by the parties, the award entered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Washoe County.

(b) Each party agrees to furnish to the other, within twenty (20) business days after request, such truthful estoppel information as the other may reasonably request.

(c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the Premises, including but not limited to, a Memorandum of Lease, easement agreements, and attornment to and non-disturbance agreement from any existing or future mortgagee or ground lessor, assuring that Lessee may remain in possession of the Premises without reduction in its rights under this Agreement should Lessor default under said mortgage or ground lease. Such documents shall be commercially reasonable in content and in form suitable for recordation. Each party may record a Memorandum of Agreement in place of this Agreement.

(f) This Agreement shall be construed in accordance with the laws of Washoe County, and the State of Nevada.

(g) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(h) The parties agree that the terms and conditions of this Agreement are privileged information, and that such information will be treated in full confidence and will not be revealed to other persons, firms or organizations, except as otherwise required pursuant to Nevada Public Records Laws and any other applicable law, discovery request or court order.

(i) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(j) If the Premises or the rack and hardware are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to

terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

The Execution Date of this Lease is the date first written above.

COUNTY: COUNTY OF HUMBOLDT  
BOARD OF COUNTY COMMISSIONERS

Mike Bell  
By: MIKE BELL, CHAIR

ATTEST:  
Tami Spero  
TAMI SPERO, COUNTY CLERK

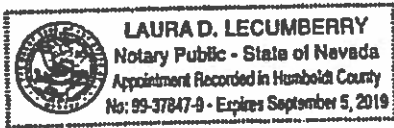
KNPB: CHANNEL 5 PUBLIC BROADCASTING, INC.

Mark Wicks / Mark Mische  
By: resident ceo  
Its :

STATE OF NEVADA )  
 ) ss:  
COUNTY OF HUMBOLDT )

On this 23<sup>rd</sup> day of October 2017, before me personally appeared Mike Bell, known to me to be the Chair of the Humboldt County Board of Commissioners, a political subdivision of the State of Nevada that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Mike Bell Chairman for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

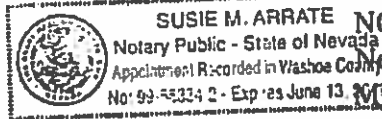


Mike Bell  
Printed Name: Mike Bell  
NOTARY PUBLIC in and for the State of Nevada  
My commission expires: Sept 5, 2019

STATE OF NEVADA )  
 ) ss:  
COUNTY OF WASHOE )

On this 13<sup>th</sup> day of November 2017, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of KNPB PUBLIC BROADCASTING INC., a Nevada 501 c-3 non-profit organization, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Susie M. Arrate  
Printed Name: Susie M. Arrate  
NOTARY PUBLIC in and for the State of Nevada  
My commission expires: June 13, 2019

**EXHIBIT A**

To the Communications Site Lease Agreement dated 11/6, 2017 between the County of Humboldt, a political subdivision of the State of Nevada, and KNPB Public Broadcasting Inc., a Nevada 501 c-3 non-profit organization.


**Legal Description**

**ADD DESCRIPTION HERE FOR KNPB PROPERTY**



**KNPB** 

**KNPB CHANNEL 5 PUBLIC BROADCASTING**  
E.L. Core Public Telecommunications Center  
1670 North Virginia Street  
Reno, Nevada 89503

**KNPB**   
**create**

**KNPB** 

**KNPB**   
STUCK ON SERVICES

*Fully Executed  
Copy Enclosed.*

**KNPB**   
Connecting Our Community

*Thank you!*

• **TERESA HAUCK**  
Executive Assistant  
and Social Media  
• 775.613.1791  
• 775.781.1434  
• [teresa@knpb.com](mailto:teresa@knpb.com)

5.1 • 5.2 • 5.3 • [knpb.org](http://knpb.org) • [watch.knpb.org](http://watch.knpb.org) • [#o.knpb](https://twitter.com/knpb)



# HUMBOLDT COUNTY

50 W. 5<sup>th</sup> Street  
 Winnemucca, Nevada 89445  
[www.humboldtcountynv.gov](http://www.humboldtcountynv.gov)

## AGENDA REQUEST FORM

**DATE:** January 30, 2022  
**TO:** County Commission  
**FROM:** Sheriff Angel Cardenas  
**SUBJECT:** Detention Center Nurse

**REQUESTED AGENDA DATE:** February 6, 2023

### **SUMMARY AND BACKGROUND:**

Request to enter into a contract with Jenny Setzer, R.N., to provide medical service to detainees within the Humboldt County Detention Center.

### **WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:**

Jenny Setzer was approached and selected as a candidate to provide nursing service to the Humboldt County Detention Center by the previous Sheriff's administration. Jenny was fully vetted and meets the requirements of the Humboldt County Detention's Center's needs. This contract fills a vacancy created in 2022 where a previous contract was terminated by a separate provider.

### **PREVIOUS ACTION:**

None

### **HAS DISTRICT ATTORNEY REVIEWED AGREEMENT/CONTRACT IF APPLICABLE:**

The contract is pending final approval of the Humboldt County District Attorney's Office

### **FISCAL IMPACT IF APPLICABLE:**

The contract is to provide medical services to Humboldt County Detention Center Detainee's. The contract rate is \$50.00 per hour with a weekly maximum of 40 Hours. This contract will be funded by CESF grant which was previously accepted by the commission and currently is used to fund a separate contract for medical services by another provider.

### **RECOMMENDATION:**

The board of County Commissioners approves this contract

### **LIST SUPPORTING DOCUMENTS IF APPLICABLE:**

A copy of the contract is attached.

**POSSIBLE MOTION:**

Motion to approve and accept the contract, to allow Jenny Setzer to enter into a contract with Humboldt County to provide nursing service to the Humboldt County Detention Center.

# **ADULT DETENTION FACILITY MEDICAL AUTHORITY AGREEMENT**

THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between HUMBOLDT COUNTY, a political subdivision of the State of Nevada, by and through the Humboldt County Sheriff's office, the "COUNTY," and Jenny Lynne Setzer R.N., the "NURSE"

## **WITNESSETH:**

**WHEREAS**, the COUNTY by and through the Humboldt County Sheriff's Office is responsible for the operation of the Humboldt County Adult Detention Facility ("Detention Facility") in Winnemucca, Nevada and desires to obtain the services of a licensed and qualified nurse to provide periodic medical care services for inmates detained at the facility and to assist with medical services at the facility; and

**WHEREAS**, NURSE is qualified and licensed to practice in the State of Nevada with experience and capability in providing medical services pursuant to this agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, terms, and conditions herein, the parties agree as follows:

## **ARTICLE I – NURSING SERVICES**

Section 1.1: NURSE, shall provide professional medical care services as outlined in Attachment A for inmates at the Detention Facility and on an "as requested" basis.

Section 1.2: In the event NURSE is temporarily unable to provide medical care services for COUNTY, then NURSE may, with the concurrence of the Humboldt County Sheriff, designate a suitably qualified and licensed medical professional to provide the

medical care services contemplated by this Agreement. The Humboldt County Sheriff's Office may utilize the emergency department as a twenty-four (24) hour service of the Humboldt General Hospital.

Section 1.3: For purposes of administering this Agreement and the services provided by NURSE, the Humboldt County Sheriff, or the Sheriff's designee, is the person with authority to act on behalf of the COUNTY.

## **ARTICLE II – TERM-RENEWAL**

Section 2.1: This agreement becomes effective upon execution by all parties and will remain in effect until the end of the calendar year unless sooner terminated by the terms of this agreement. This agreement will automatically renew for two (2) successive one-year terms beginning June 1st and ending May 31st of each calendar year unless written notice is given by either party (30) days prior to the commencement of a calendar year that the agreement will not be renewed, or unless sooner terminated as herein provided.

## **ARTICLE III – CONSIDERATION**

Section 3.1: COUNTY shall pay NURSE fees for medical care services as follows:

A. \$50.00 per hour not to exceed 40 hours a week.

Section 3.2: NURSE shall submit periodic invoices to COUNTY for services provided, and COUNTY shall remit payment within forty-five (45) days of receipt of an invoice.

Section 3.3: NURSE is responsible for payment of federal, state and local taxes, fees and withholding resulting from the compensation received by NURSE pursuant to this Agreement.

#### **ARTICLE IV – RELATIONSHIP**

Section 4.1: COUNTY is contracting for the performance of NURSE'S services as an independent contractor and COUNTY does not control the manner in which NURSE shall exercise medical judgment nor does COUNTY retain control over the methods and procedures to be utilized in the performance of NURSE'S professional activities.

Section 4.2: No relationship of employment, partnership, joint venture or agency is created or intended to be created by this Agreement and NURSE shall have no claim against COUNTY for services provided under this Agreement for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability or unemployment insurance benefits, or employee benefits of any kind.

#### **ARTICLE V – WARRANTIES**

Section 5.1: DISTRICT represents and warrants that: (i) NURSE IS in good standing without restriction as a nurse in the State of Nevada; (ii) NURSE will maintain and keep in good standing the Nevada licensed to practice nursing without restriction or challenge during the term of this Agreement; and, (III) Nursing services provided pursuant to this Agreement shall be consistent with the standard care and quality of services generally available from general practice nurses in the Winnemucca, Nevada area.

#### **ARTICLE VI – INDEMNIFICATION**

Section 6.1: NURSE assumes all liability for and agrees to defend protect, indemnify and hold harmless the COUNTY against liability, claims, demands, costs, losses and expenses, including attorney fees, for damage to property or injury, including

death to persons, arising from the active or passive negligence or willful misconduct of NURSE in performing services pursuant to this Agreement.

#### **ARTICLE VII – INSURANCE**

Section 7.1: The COUNTY shall maintain, at County expense, professional liability insurance for NURSE for claims arising out of the performance of nursing services as described herein and on such terms (current coverage is in excess of any other coverage available) and within the coverage limits (current coverage does not exceed \$1,000,000 per event) defined in the County professional liability endorsement providing for such coverage, it being understood that the county maintained insurance is from time to time subject to changes in terms and coverage limits without notice. Coverage would extend beyond the terms of this agreement, so long as County remains a member of N.P.A.I.P. if COUNTY leaves N.P.A.I.P, then the COUNTY shall purchase insurance for an extended reporting period for any claims filed within the statute of limitations.

Section 7.2: NURSE shall promptly notify COUNTY of any claim or threatened claim based on services provided by NURSE or under nurse's supervision and shall cooperate fully with COUNTY and the insurers and investigation, defense, and other disposition of such claims, including not make any voluntary statements or commitments which could prejudice defense of same.

#### **ARTICLE VIII – EQUIPMENT-SUPPLIES**

(This section has been intentionally omitted )

#### **ARTICLE IX – NON-DISCRIMINATION**

Section 9.1: NURSE shall, while performing services and duties pursuant to this Agreement, uphold and abide by all laws pertaining to equal access and employment

opportunities, including: Title VI and VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Age Discrimination in Employment Act of 1975, the Equal Pay Act of 1963, Section 501 and 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991 and Americans with Disabilities Act of 1990.

Section 9.2: NURSE shall not discriminate against the COUNTY, the Humboldt County Sheriff, and their officers, employees, agents or any other individual the NURSE comes into contact with by reason of the services performed pursuant to this Agreement because of race, color, religion, age, sex, sexual orientation, national origin, veteran's status or disability (including AIDS and related conditions).

#### **ARTICLE X – TERMINATION**

Section 10.1: This Agreement may be terminated without cause by COUNTY or NURSE upon service of a written notice of termination upon the other party. The termination shall become effective not sooner than thirty (30) days following service of the notice of termination, unless another time is mutually agreed upon by COUNTY and NURSE.

#### **ARTICLE XI – RELEASE**

Section 11.1: Upon any termination of this Agreement and upon acceptance of all compensation for services performed, NURSE and COUNTY shall each be deemed to have voluntarily released and discharged the other, their respective governing boards, the Humboldt County Sheriff, and their respective officers, employees, agents and successors and assigns, individually and collectively, and in their official capacities, from any and all liability arising out of the providing of services under this Agreement.

## **ARTICLE XII – GENERAL CONDITIONS**

Section 12.1: This Agreement may be modified or amended only in writing by an instrument executed with the same formality as this Agreement.

Section 12.2 This Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Nevada in effect from time to time. In the event litigation is used to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in Humboldt County, Nevada and the parties waive the right to bring, try or remove such litigation to any other county or judicial district; provided, however, nothing in this Agreement shall be construed to limit the right of a court of competent jurisdiction to change the venue.

Section 12.3: This Agreement relates to the performance of services of NURSE and shall not be transferred or assigned by NURSE without the prior written consent and agreement of COUNTY. Any unauthorized transfer of this Agreement shall be void.

Section 12.4: This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

Section 12.5: The captions or titles used in this Agreement shall have no effect on its interpretation and are for convenience and reference only and in no way define limits or describe the scope of this Agreement or the scope or content of any Agreement provision.

Section 12.6: In the performance of services pursuant to this Agreement, there shall be compliance by COUNTY, and NURSE with all applicable laws, regulations and rules, and NURSE shall comply with applicable COUNTY and Detention Facility policies.

Section 12.7: Whenever the construction of this Agreement requires, singular terms shall be deemed plural, and plural the singular; and, masculine shall be deemed to be feminine or neuter, and feminine the masculine or neuter. The language of all parts of this Agreement shall in all circumstances be construed as a whole, according to its fair meaning, and not strictly for or against any party. The doctrine or rule of construction against the drafting party shall not apply, nor shall any presumption apply, to the interpretation and/or enforcement of this Agreement or any documents attached to this Agreement.

Section 12.8: This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Section 12.9: The capitalized terms used in this Agreement with reference to federal or state law or regulation shall have the meaning ascribed to such term in the law or regulation. The term "NURSE" as used in this Agreement shall include, when the context requires inclusion, all NURSE associates and subcontractors, agents of NURSE used to provide services or carry out Nursing services under this Agreement, and authorized assignees of NURSE.

Section 12.10: This Agreement contains the entire understanding between the parties and there are no terms, promises, conditions, inducements, representations or warranties, express or implied, other than as herein set forth. This Agreement and the other instruments attached hereto or herein referred to supersede any prior discussions, contracts or agreements of the parties pertaining to the subject of this Agreement.

Section 12.11: Any notice, request, or demand or other communication pursuant to this Agreement shall be in writing and shall be considered given (I) upon personal service to the party to be served, or (II) upon acknowledgment of receipt or proof of transmittal of a facsimile or other electronic transmission or communication, or (III) upon the sooner of first attempted delivery or receipt for Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries, or (IV) seventy-two(72) hours after deposit in the United States mail, certified and postage prepaid, return receipt requested, in a regularly maintained receptacle for the deposit of United States mail to the party to be served at their address given herein, that is:

**If to COUNTY:**

Dave Mendiola  
Attn: County Administrator  
50 W. Fifth Street, Room 205  
Winnemucca, Nevada 89445

**If to NURSE:**

Jenny Lynne Setzer  
5100 Offenhauser Dr.  
Winnemucca, Nevada 89445

or at such other address or attention as from time to time may be specified by either party by notice to the other party in the manner herein provided.

Section 12.12: The recital and introductory paragraphs of this Agreement are considered an integral part of this Agreement and form a basis for entering into this Agreement and shall be considered *prima facie* evidence of the facts, events, documents and information referred to therein.

Section 12.13: The parties represent that they have read this Agreement, that the terms and provisions of this Agreement have been explained to them and that they are fully aware of the contents and binding legal effect of this Agreement and that they are entering into this Agreement freely and voluntarily.

Section 12.14: The enforceability, voidability, invalidity or illegality of any provisions of this Agreement shall not render any other provisions unenforceable, void, invalid or illegal.

Section 12.15: Time is of the essence of this agreement and each of its provisions.

Section 12.16: All waivers under this Agreement must be in writing and signed by the party against whom the waiver is sought to be enforced. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

[Signature page to follow]

**IN WITNESS WHEREOF** the parties have executed this Agreement effective as of the day and year first above written.

**COUNTY:**

\_\_\_\_\_  
Ken Tipton, Chairman  
Humboldt County Board of Commissioners

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

\_\_\_\_\_  
Angel Cardenas, Humboldt County  
Sheriff

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

**Attest:**

\_\_\_\_\_  
Tami Rae Spero, Clerk of Humboldt  
County

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

**NURSE:**

\_\_\_\_\_  
Jenny Lynne Setzer R.N., Nurse

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

State of Nevada )

) ss

County of Humboldt)

This AGREEMENT was signed or acknowledged before me by Jenny Lynne Setzer on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

Notary Public

**ATTACHMENT A**  
**TO**  
**ADULT DETENTION FACILITY MEDICAL SERVICES AGREEMENT**

1. NURSE shall attend to the medical needs of inmates, on a case by case basis, at the Detention Facility.
2. NURSE shall, in the event of a medical emergency, be aware of the normal protocol to be followed for transportation of the Detention Facility inmates and disposition of the medical emergency.
3. NURSE shall assist in arranging specialist consultation as needed by Detention Facility inmates.
4. NURSE shall keep and record the information necessary to ensure the proper care of Detention Facility inmates and provide legal documentation of same.
5. NURSE shall review and countersign all medical records generated in the Detention Facility.
6. NURSE shall oversee and be responsible for the distribution instructions for prescription medication used in the Detention Facility and prescribed by PHYSICIAN.



# HUMBOLDT COUNTY

50 W. 5<sup>th</sup> Street  
Winnemucca, Nevada 89445  
[www.hcnv.us](http://www.hcnv.us)

## STAFF REPORT

**DATE:** Tuesday, January 24, 2023  
**TO:** County Commission  
**FROM:** Sheriff Angel Cardenas  
**SUBJECT:** Liquor Licenses – New and Change  
**REQUESTED AGENDA DATE:** February 6<sup>th</sup>, 2023

---

### SUMMARY

Sheriff Cardenas is requesting that the Humboldt County Liquor Board be convened.

### WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:

1. New Liquor License for Waterhole #1 in Golconda.
2. Change in ownership for BJ's Market.

### PREVIOUS ACTION

None

### BACKGROUND

HCC 5.32 Liquor Licenses

### FISCAL IMPACT

Applicable fees are collected and submitted to Humboldt County Treasurer for deposit into the General Fund. \$100 fee for off premise / \$60 fee for on premise

### RECOMMENDATION

1. To approve new liquor license for the Waterhole #1 in Golconda.
2. To approve liquor license for new owner of BJ's Market.

### LIST SUPPORTING DOCUMENTS IF APPLICABLE:

1. Liquor License Chart for two new liquor licenses
2. Applications

**POSSIBLE MOTION**

1. Consideration, discussion and possible approval for a new Liquor License for Waterhole #1 in Golconda.
2. Consideration, discussion and possible approval for a new Liquor License for a change of ownership of BJ's Market.



**Humboldt County Sheriff's Office**  
 2022 4<sup>th</sup> Quarter Liquor License Renewals

	<u>Applicant</u>	<u>Business Name</u>	<u>Acct #</u>	<u>Premise Type</u>	
				On	Off
1	William Firth	Waterhole #1	188	•	
2	Gurjot Singh	BJ's Market LLC	187		•
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
	Removed :				



# Humboldt County Sheriff's Office

## Application for Liquor License

NEW     TRANSFER     NON-PROFIT SPECIAL

Business Name BJ's MARKET LLC

Applicant/Licensee Name GURJOT SINGH

Business Address [REDACTED] WINNEMUCCA, NV 89445

Business Mailing Address SAME

### TYPE OF LICENSE

On-Premises (Mixed Drinks)  
 Off-Premises (Pre-Packaged)

### SPECIAL EVENT DATE

Name of Event (Attach Flyer if Available)

Imported 11/10/22  
Date 11/9/22  
90.25 Ounces

Applicant is Sole Owner  Partnership  Association  Corporation  Non-Profit

TO THE LIQUOR BOARD, HUMBOLDT COUNTY, NEVADA: The undersigned hereby makes application for a NEW  TRANSFER OF  LIQUOR LICENSE under County Liquor Ordinances of Humboldt County, Nevada and for that purpose submits the following verified statements and answers to the questions contained in this Application

Name of Applicant Gurjet Singh

Phone Number [REDACTED] Alternate Phone Number \_\_\_\_\_

Home Address [REDACTED] WINNEMUCCA, NV 89445

Business Location is Personally owned by applicant  Rented  Leased

Name and address of Legal Property Owner if other than applicant: \_\_\_\_\_

Copy of Lease or Rental Agreement attached (required)

Copy of Humboldt County Business License attached (required)

APPLICANT INFORMATION Driver's License Number [REDACTED] Expiration Date [REDACTED] State [REDACTED]

Social Security Number [REDACTED] Place of Birth [REDACTED] Date of Birth [REDACTED]

Sex [REDACTED] Height [REDACTED] Weight [REDACTED] Eye Color [REDACTED] Hair Color [REDACTED] Race [REDACTED] United States Citizen

### LIST ALL RESIDENCES, STARTING WITH YOUR CURRENT ADDRESS, FOR THE PAST FIVE (5) YEARS:

From	To	Number and Street Address	City and State
2018	2019	[REDACTED]	WINNEMUCCA, NV
2019	2022	[REDACTED]	RENO, NV

### EMPLOYMENT HISTORY FOR THE PAST FIVE (5) YEARS:

From	To	Name and Street Address	City and State	Occupation
2018	2019	[REDACTED]	Winnemucca, NV	Cashier
2019	2021	[REDACTED]	RENO, NV	Truck Driver
2021	2022	[REDACTED]	RENO, NV	FRONT DESK

I HAVE BEEN ARRESTED Yes  No  (If yes, furnish the following details)

Date Arrested	City and State	Nature of Charge	Disposition of Charge

List the names of all persons having an interest, DIRECTLY or INDIRECTLY, in applicant's business, either as manager, partner, joint venturer, lessees, or holders of capital stock in an interested corporation

Full Name	Title or Nature of Interest	Residence Address

THE FOLLOWING FIVE (5) COMPANIES/FIRMS ARE SUBMITTED AS CREDIT AND/OR BUSINESS REFERENCES (required\*):

Company/Firm Name BJ'S MARKET Account Number \_\_\_\_\_  
 Mailing Address 6450 GRASS VALLEY RD WINNEMUKA, NV 89445  
Number & Street - PO Box City, State Zip Code  
 Phone Number 805-469-6322 Contact Person PARUJIT SINGH  
 Nature of Business \_\_\_\_\_

Company/Firm Name GHUMAN TRUCKING Account Number \_\_\_\_\_  
 Mailing Address 7198 Beacon Drive RENO NV 89506  
Number & Street - PO Box City, State Zip Code  
 Phone Number 775-756-3496 Contact Person PRINCE GHUMAN  
 Nature of Business \_\_\_\_\_

Company/Firm Name FAIRFIELD INN & SUITES Account Number \_\_\_\_\_  
 Mailing Address 434 3rd St S La Crosse WI 54601  
Number & Street - PO Box City, State Zip Code  
 Phone Number 770-655-8291 Contact Person AMANPREET HUNDA  
 Nature of Business \_\_\_\_\_

Company/Firm Name UBER Account Number \_\_\_\_\_  
 Mailing Address 1455 Market St suite 400 San Francisco, CA 94163  
Number & Street - PO Box City, State Zip Code  
 Phone Number 866-576-1039 Contact Person \_\_\_\_\_  
 Nature of Business \_\_\_\_\_

Company/Firm Name COURTYARD BY MARRIOTT Account Number \_\_\_\_\_  
 Mailing Address 6855 S VIRGINIA ST RENO NV 89511  
Number & Street - PO Box City, State Zip Code  
 Phone Number 775-770-4704 Contact Person LEN MARAZZO  
 Nature of Business \_\_\_\_\_

\* Failure to provide complete and accurate information may delay the processing of this application.

I hereby certify that I, or we, are resident(s) of Humboldt County, Nevada and a citizen of the United States and of the State of Nevada. I am over the age of 21 (twenty-one) years and desire a liquor license in Humboldt County. If granted a license, I will conduct, maintain and carry on the business in an orderly manner and will not serve or give away any liquor to any person under the age of 21 (twenty-one) years and will not allow any disorderly persons to loiter about my place of business; I will conduct the said business where said liquor is to be sold in accordance with all the laws of the County of Humboldt, State of Nevada and of the United States as they pertain to the sale of liquor. I will accept this liquor license upon the express condition THAT ANY VIOLATION OF LAW OR OF ANY PROMISES OR REPRESENTATIONS IN THIS STATEMENT, SHALL BE GOOD CAUSE FOR REVOCATION OF SAID LICENSE. I hereby agree further to be fingerprinted and photographed at the time this application is submitted.

Date NOVEMBER 10<sup>TH</sup>, 2022

Gurjit Singh  
Signature of Applicant

State of Nevada )  
 ) ss  
County of Humboldt )

GURJIT SINGH being first duly sworn, deposes and says: That he/she is the applicant named in the application, that he/she has read the foregoing and knows the contents of the same and that the same is true of his/her knowledge and belief.

Subscribed and sworn to before me this 10<sup>TH</sup> day of NOVEMBER, 2022



[Signature]  
Notary Public

IF A PARTNERSHIP OR CORPORATION, THE FOLLOWING AFFIDAVIT MUST BE SIGNED AND SWORN TO BY ALL PARTNERS AND OFFICERS.

State of Nevada )  
 ) ss  
County of Humboldt )

\_\_\_\_\_ (name of applicant) is hereby authorized to make the foregoing application and to conduct the business sought to be licensed by this application. The applicant is hereby authorized to do all acts incident to the operation of said business and all acts so done by him/her in the conduct and operation of said business are hereby ratified and confirmed. The said applicant is hereby designated as a person upon whom may be served all necessary process or processes in any action that may be commenced against the undersigned by reason of the operation of the licensed business in any of the Courts of the State of Nevada.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

**FOR RECORD OF HUMBOLDT COUNTY SHERIFF'S OFFICE**

Application of County Liquor Board - Application filed: \_\_\_\_\_, 20\_\_\_\_

- FIRST READING \_\_\_\_\_, 20\_\_\_\_  
Chairman, Board of County Commissioners
- SECOND READING \_\_\_\_\_, 20\_\_\_\_  
County Commissioner
- REFERRED  \_\_\_\_\_, 20\_\_\_\_  
County Commissioner
- DENIED  \_\_\_\_\_, 20\_\_\_\_  
Humboldt County District Attorney
- APPROVED  \_\_\_\_\_, 20\_\_\_\_  
Humboldt County Sheriff's Office

**NOTE: IF ADDITIONAL SPACE IS REQUIRED BY THE APPLICANT FOR ANSWERS TO ANY OF THE FOREGOING QUESTIONS, PLEASE USE SUPPLEMENTARY INFORMATION SHEET AND ATTACH HERETO. INFORMATION RECEIVED FROM THE BACKGROUND CHECK IS FOR THE SHERIFF'S OFFICE USE ONLY AND WILL NOT BE DISSEMINATED TO COMPANIES OR INDIVIDUALS.**



## Humboldt County Sheriff's Office

### Application for Liquor License

NEW     TRANSFER     NON-PROFIT SPECIAL

Business Name: DEA  
WILLIAM B FURTH - Water Hole #1  
 Applicant/ Licensed Name

TYPE OF LICENSE  
 On-Premises (Mixed Drinks)  
 Off-Premises (Pre-Packaged)

Business Address: [REDACTED] GIULCONDA NV 89414  
 Business Mailing Address: PO BOX 818 WINNEMUCA, NV 89446  
 Name of Event (Attach Flyer if Available): \_\_\_\_\_

Applicant is: Sole Owner  Partnership  Association  Corporation  Non-Profit

TO THE LIQUOR BOARD, HUMBOLDT COUNTY, NEVADA The undersigned hereby makes application for a NEW  TRANSFER OF  LIQUOR LICENSE under County Liquor Ordinances of Humboldt County, Nevada and for that purpose certifies the following verified statements and answers to the questions contained in this Application

Name of Applicant: WILLIAM B FURTH  
 Home Address: [REDACTED] Alternate Phone Number: \_\_\_\_\_

Home Address: [REDACTED] WINNEMUCA NV 89446

Business Location is: Personally owned by applicant  Rented  Leased

Name and address of Legal Property Owner if other than applicant: \_\_\_\_\_

Copy of Lease or Rental Agreement attached (required)

Copy of Humboldt County Business License attached (required)

APPLICANT INFORMATION  
 Driver's License Number: [REDACTED] Expiration Date: [REDACTED] State: [REDACTED]  
 Social Security Number: [REDACTED] Place of Birth: [REDACTED] Date of Birth: [REDACTED]  
 Height: [REDACTED] Weight: [REDACTED] Eye Color: [REDACTED] Hair Color: [REDACTED] Race: [REDACTED] United States Citizen

**LIST ALL RESIDENCES, STARTING WITH YOUR CURRENT ADDRESS, FOR THE PAST FIVE (5) YEARS:**

From	To	Number and Street Address	City and State
5/22	current	[REDACTED]	Winnemucca, NV

**EMPLOYMENT HISTORY FOR THE PAST FIVE (5) YEARS:**

From	To	Name and Street Address	City and State	Occupation
8/14	9/21	[REDACTED]	Winnemucca NV	Miner

I HAVE BEEN ARRESTED Yes  No  If yes, furnish the following details:

Date	City and State	Nature of Charge	Disposition of Charge

List names of all persons having an interest, DIRECTLY or INDIRECTLY, in applicant's business, either as manager, partner, joint owner, partner, or holders of capital stock in an interested corporation

Full Name	Title or Nature of Interest	Residence Address

THE FOLLOWING FIVE (5) COMPANIES/FIRMS ARE SUBMITTED AS CREDIT AND/OR BUSINESS REFERENCES (required):

Company/Firm Name Sonoma Const. Account Number \_\_\_\_\_ ✓  
 Mailing Address \_\_\_\_\_  
Number & Street - PO Box City, State Zip Code  
 Phone Number 775-304-1800 Contact Person Buddy Quilici  
 Nature of Business Shop & Foundation Construction

Company/Firm Name LAS CASITAS Inc. Account Number \_\_\_\_\_ ✓  
 Mailing Address \_\_\_\_\_  
Number & Street - PO Box City, State Zip Code  
 Phone Number 775-304-2079 Contact Person Robert Shell  
 Nature of Business Home Inspection & Construction, Re-model

Company/Firm Name Sysco Account Number \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
Number & Street - PO Box City, State Zip Code  
 Phone Number 775-777-6437 Contact Person Sharon Goddard  
 Nature of Business Wholesale Pool distribution

Company/Firm Name Winemucca Inn Account Number \_\_\_\_\_ ✓  
 Mailing Address \_\_\_\_\_  
Number & Street - PO Box City, State Zip Code  
 Phone Number 702-400-0106 Contact Person GARY HARKY  
 Nature of Business Casino / Restaurant

Company/Firm Name NBM Account Number \_\_\_\_\_ ✓  
 Mailing Address \_\_\_\_\_  
Number & Street - PO Box City, State Zip Code  
 Phone Number 775-666-8889 Contact Person Denise DeLong  
 Nature of Business Gold Mining

\* Failure to provide complete and accurate information may delay the processing of this application.

LETTER TO: KEN BUSINESS ✓  
 -OWNER  
 (Circled mark)

I hereby certify that I, or we, are resident(s) of Humboldt County, Nevada and a citizen of the United States and of the State of Nevada. I am over the age of 21 (twenty-one) years and desire a liquor license in Humboldt County. If granted a license, I will conduct, maintain and carry on the business in an orderly manner and will not serve or give away any liquor to any person under the age of 21 (twenty-one) years and will not allow any disorderly persons to loiter about my place of business; I will conduct the said business where said liquor is to be sold in accordance with all the laws of the County of Humboldt, State of Nevada and of the United States as they pertain to the sale of liquor. I will accept this liquor license upon the express condition THAT ANY VIOLATION OF LAW OR OF ANY PROMISES OR REPRESENTATIONS IN THIS STATEMENT, SHALL BE GOOD CAUSE FOR REVOCATION OF SAID LICENSE. I hereby agree further to be fingerprinted and photographed at the time this application is submitted.

Date 11-3, 2022

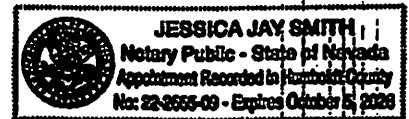
W. B. Firth  
Signature of Applicant

State of Nevada )  
                          ) ss  
County of Humboldt )

William Richard Firth, being first duly sworn, deposes and says: That he/she is the applicant named in the application, that he/she has read the foregoing and knows the contents of the same and that the same is true of his/her knowledge and belief.

Subscribed and sworn to before me this 3 day of November, 2022

[Signature]  
Notary Public



IF A PARTNERSHIP OR CORPORATION, THE FOLLOWING AFFIDAVIT MUST BE SIGNED AND SWORN TO BY ALL PARTNERS AND OFFICERS.

State of Nevada )  
                          ) ss  
County of Humboldt )

\_\_\_\_\_ (name of applicant) is hereby authorized to make the foregoing application and to conduct the business sought to be licensed by this application. The applicant is hereby authorized to do all acts incident to the operation of said business and all acts so done by him/her in the conduct and operation of said business are hereby ratified and confirmed. The said applicant is hereby designated as a person upon whom may be served all necessary process or processes in any action that may be commenced against the undersigned by reason of the operation of the licensed business in any of the Courts of the State of Nevada.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

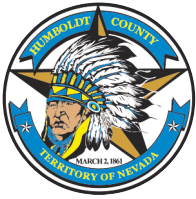
\_\_\_\_\_  
Notary Public

**FOR RECORD OF HUMBOLDT COUNTY SHERIFF'S OFFICE**

Application of County Liquor Board - Application filed: \_\_\_\_\_, 20\_\_\_\_

FIRST READING	_____ , 20____	_____
		Chairman, Board of County Commissioners
SECOND READING	_____ , 20____	_____
		County Commissioner
REFERRED <input type="checkbox"/>	_____ , 20____	_____
		County Commissioner
DENIED <input type="checkbox"/>	_____ , 20____	_____
		Humboldt County District Attorney
APPROVED <input type="checkbox"/>	_____ , 20____	_____
		Humboldt County Sheriff's Office

**NOTE: IF ADDITIONAL SPACE IS REQUIRED BY THE APPLICANT FOR ANSWERS TO ANY OF THE FOREGOING QUESTIONS, PLEASE USE SUPPLEMENTARY INFORMATION SHEET AND ATTACH HERETO. INFORMATION RECEIVED FROM THE BACKGROUND CHECK IS FOR THE SHERIFF'S OFFICE USE ONLY AND WILL NOT BE DISSEMINATED TO COMPANIES OR INDIVIDUALS.**



# HUMBOLDT COUNTY

50 W. 5<sup>th</sup> Street  
Winnemucca, Nevada 89445  
www.humboldtcountynv.gov

## STAFF AGENDA REQUEST

**DATE:** January 24, 2023  
**TO:** County Commission  
**FROM:** Kim Petersen  
**SUBJECT:** Nevada State High School Rodeo Association State Finals

**REQUESTED AGENDA DATE:** February 6, 2023

---

### **SUMMARY AND BACKGROUND:**

See attached memorandum.

### **WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:**

I was just notified that the NSHSRA is considering proposals for their 2024, 2025, and 2026 finals at their upcoming meeting. WCVA is looking for a confirmation that the Humboldt County Commission will assist with a cash sponsorship at the same level as they did for the 2021, 2022, and 2023 events.

### **PREVIOUS ACTION:**

Humboldt County Commission has helped fund this event in the past.

### **HAS DISTRICT ATTORNEY REVIEWED AGREEMENT/CONTRACT IF APPLICABLE:**

n/a

### **FISCAL IMPACT IF APPLICABLE:**

As far as revenue, the Winnemucca Events Complex received nearly \$32,000 in stall, camping, facility rental, and vendor fees for the 2022 rodeo finals. Impact on the Humboldt County General Fund will be \$5000 per year for years 2024, 2025, and 2026 for a total not to exceed \$15,000.

### **RECOMMENDATION:**

Continue to assist the WCVA and local businesses in hosting the Nevada State High School Rodeo Association Finals for the years 2024, 2025, and 2026.

### **LIST SUPPORTING DOCUMENTS IF APPLICABLE:**

WCVA Memo

### **POSSIBLE MOTION:**

Support WCVA's request to commit Humboldt County Funds to assist in hosting the NSHSRA Finals in the amount of \$5,000 per year for the years 2024, 2025, and 2026 for a total amount not to exceed \$15,000.


# Winnemucca

*There's More Than Meets The Eye*

## Memorandum

DATE: January 24, 2023

TO: Dave Mendiola  
Humboldt County Administrator

FR: Kim Petersen   
Director

RE: Nevada State High School & Junior High School Rodeo  
Finals

---

One of the larger events held in Winnemucca, at the Winnemucca Events Complex, is the Nevada State High School and Junior High School Rodeo Finals. Each year the NSHSRA conducts a five-day event at the end of May that draws hundreds of youth participants and their families to our community, from all over Nevada. As a result, Winnemucca enjoys a sizable economic boost, which is very beneficial, especially that early in the season. The Winnemucca Events Complex alone received \$32,000 in stall, camping, facility rental, and vendor fees for the 2022 rodeo finals.

The Winnemucca Convention & Visitors Authority, with support from the Humboldt County Commission and the Ag. District #3 Board, is entering into the third and last year of a sponsorship agreement to host the 2021, 2022, and 2023 Nevada State High School and Junior High School Rodeo Finals. The sponsorship agreement included a cash contribution from the Humboldt County Commission in the amount of \$5,000 per year for the three years, an additional \$10,000 per year from the WCVA, plus contributions from Winners Hotel Casino, Winnemucca Inn, and Model T Hotel & Casino. In addition, WCVA paid the WEC facility fees on behalf of the NSHSRA.

I was just notified that the NSHSRA will be accepting proposals to host its State Finals for the next three to five years. The WCVA is hopeful that the Commission will again assist them with the funding needed to convince the NSHSRA that Winnemucca is the right place to hold their future finals. WCVA is requesting the Commission to commit to \$5,000 per year for the years 2024, 2025, and 2026 to be included in Winnemucca's proposal.

With new facilities being built throughout the state, this is definitely an event that Winnemucca does not want to lose to another community.

Thank you for your continued support of events and activities that have a positive impact on the residents and businesses in our community.



*Winnemucca  
Convention &  
Visitors Authority  
50 W. Winnemucca Blvd.  
Winnemucca, NV 89445  
800-962-2638  
775-623-5071  
Fax 775-623-5087  
[www.winnemucca.com](http://www.winnemucca.com)*



# HUMBOLDT COUNTY

50 W. 5<sup>th</sup> Street  
Winnemucca, Nevada 89445  
www.humboldtcountynv.gov

## AGENDA REQUEST FORM

**DATE:** January 19, 2023  
**TO:** County Commission  
**FROM:** County Manager  
**SUBJECT:** Letter of Support for BLM's Water Canyon Project EA

**REQUESTED AGENDA DATE:** February 6, 2023

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### **SUMMARY AND BACKGROUND:**

The BLM has prepared a preliminary Environmental Assessment (EA) to improve the Water Canyon Recreation Area (WCRA). The project proposal includes construction of two pedestrian bridges, trail improvements, interpretive panels and benches. An outdoor classroom will be added to the day use site along the trail. The BLM estimates that more than 10,000 visitors per year visit the 60-acre area. Two bridges crossing Whites Creek on the nature trail were removed in 2016 and 2020 due to structural issues. Since these structures were removed, visitors have created unsafe log structures to cross the creek. This BLM project was developed to ensure safe recreation as well as to meet current accessibility standards and improve the recreation experience at Water Canyon.

### **WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:**

The BLM is requesting comments on this project be submitted no later than February 15, 2023. The County has Cooperating Agency status and generally comments on projects within its boundaries.

### **PREVIOUS ACTION:**

A Memorandum of Understanding (MOU) was signed on October 28, 2021 granting the County Cooperating Agency status. As such, the County can provide input, recommendations and technical expertise on the Draft EA. The County is now able to comment on the Preliminary EA.

### **HAS DISTRICT ATTORNEY REVIEWED AGREEMENT/CONTRACT IF APPLICABLE:**

N/A

### **FISCAL IMPACT IF APPLICABLE:**

N/A

### **RECOMMENDATION:**

Recommend to approve the letter of support for the proposed Preliminary Environmental Assessment.

### **LIST SUPPORTING DOCUMENTS IF APPLICABLE:**

Notification the BLM has prepared a Preliminary Environmental Assessment  
Preliminary Environmental Assessment Document

**POSSIBLE MOTION:**

Motion to approve the letter of support for the proposed Preliminary Environmental Assessment.



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
 Winnemucca District Office  
 Humboldt River Field Office  
 5100 East Winnemucca Boulevard  
 Winnemucca, Nevada 89445  
 Phone: (775) 623-1500 Fax: (775) 623-1740  
 Email: wfoweb@blm.gov  
<https://www.blm.gov/office/winnemucca-district-office>

In Reply Refer To:  
 NV-W01000-2022-0027-EA  
 8320 (NVW010.43)

**JAN 11 2023**

Dear Interested Party:

The Bureau of Land Management (BLM) Humboldt River Field Office (HRFO) has prepared a preliminary Environmental Assessment (EA), pursuant to the National Environmental Policy Act (NEPA), to assess the potential environmental impacts of a proposed trail improvement project at the Water Canyon Recreation Area (WCRA) near Winnemucca, Nevada. The BLM is releasing the preliminary EA for a 30-day comment period during which the public is invited to provide comments. This is also your opportunity to consult with the BLM under the National Historic Preservation Act (NHPA) on potential impacts to cultural and historic properties.

Since 2020, the Water Canyon Nature Trail has been inaccessible following the removal of two pedestrian bridges that crossed Whites Creek. This trail is popular with the public and provides access to the Overlook Point.

The BLM proposes to construct two pedestrian bridges that will cross Whites Creek and provide access to the nature trail. The nature trail would be rerouted on both sides of Whites Creek to accommodate the downstream bridge relocation but would otherwise follow the existing trail footprint. Interpretive panels and benches would be added to the trail. An outdoor classroom would be added to the day-use site along the trail (on the north side of the stream) featuring benches in an amphitheater arrangement. This classroom would be open to the public on a first come, first serve basis and reservable to organized groups via the special recreation permit process.

The preliminary EA is available for review on the BLM's National NEPA Register at <https://eplanning.blm.gov/eplanning-ui/project/2020434/510>. If you have issues accessing the documents on this site, please call 775-623-1500 for assistance. Comments may be submitted through the web page but mailed and e-mailed comments will also be accepted. All comments must be received by midnight (Pacific Daylight Time) on February 15, 2023 (letters postmarked on or before February 15 will be accepted). Please send written comments to Bridget Murray, BLM Project Lead, at the above address or by sending an email to [BLM\\_NV\\_HR\\_RecreationComments@blm.gov](mailto:BLM_NV_HR_RecreationComments@blm.gov).

Public comments submitted to the BLM must contain the commenter's name and address. Please note that this information may be made publicly available at any time. While individuals may request that the BLM withhold personal identifying information from public review, BLM

INTERIOR REGION 10 • CALIFORNIA-GREAT BASIN

CALIFORNIA\*, NEVADA\*, OREGON\*  
 \* PARTIAL

cannot guarantee it will be able to do so. If you wish to withhold your personal information, you must state this prominently at the beginning of your comment. We will make all submissions from organizations or businesses available for public disclosure in their entirety.

Contact Bridget Murray to have your name added to our mailing list. Persons who use a telecommunications device for the deaf (TDD) may call the Federal Relay Service (FRS) at 800-877-8339 to contact the above individual during normal business hours. The FRS is available 24 hours a day, 7 days a week, to leave a message or question with the above individual. You will receive a reply during normal business hours.



Kathleen Rehberg  
Field Manager  
Humboldt River Field Office



U.S. Department of the Interior  
Bureau of Land Management  
Humboldt River Field Office

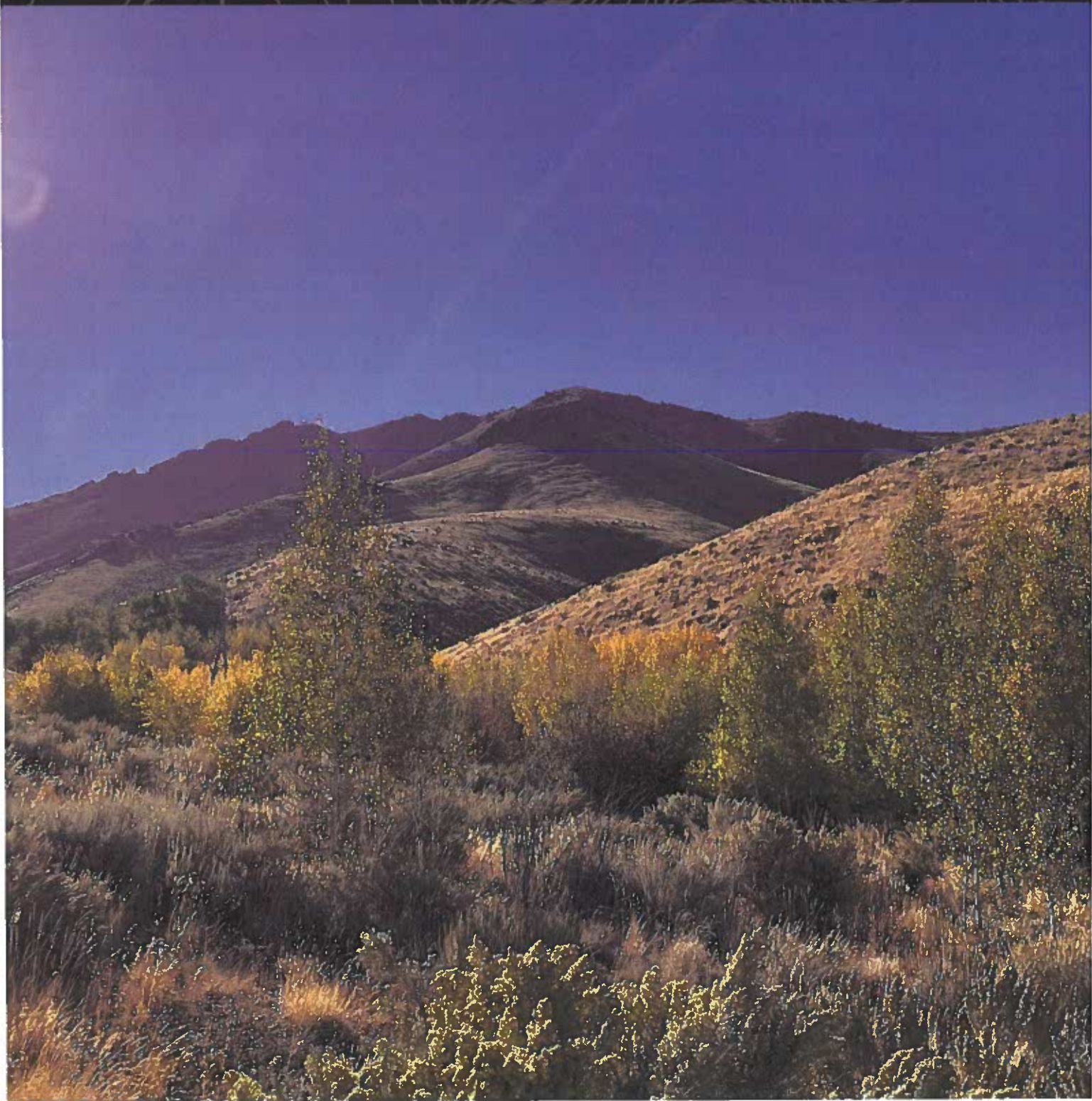
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# Water Canyon Bridge and Trail Improvement

## Preliminary Environmental Assessment

DOI-BLM-NV-W010-2022-0027-EA

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It is the mission of the Bureau of Land Management to sustain the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations.

BLM/NV/WN/WA/22-4+1792

DOI-BLM-NV-W010-2022-0027-EA

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## List of Acronyms

APE	Area of Potential Effect
BLM	Bureau of Land Management
CEQ	Council on Environmental Quality
CFR	Code of Federal Regulations
EA	Environmental Assessment
EO	Executive Order
EPM	Environmental Protection Measure
ESA	Endangered Species Act
FONSI	Finding of No Significant Impact
HRFO	Humboldt River Field Office
IDT	Interdisciplinary Team
KOP	Key Observation Point
MBPA	Migratory Bird Protection Act
NDEP	Nevada Division of Environmental Protection
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
RAMP	Recreation Area Management Plan
RMP	Resource Management Plan
RMZ	Recreation Management Zone
SHPO	State Historic Preservation Office
SRMA	Special Recreation Management Area
USC	United States Code
USFS	United States Forest Service
VRM	Visual Resource Management
WDO	Winnemucca District Office
WCRA	Water Canyon Recreation Area

## 1.0 Introduction

The proposed Water Canyon Recreation Area Bridge and Trail Improvement Project (Project) would restore and enhance recreation activities at an existing nature trail in Water Canyon Recreation Area (WCRA), four miles southeast of the town of Winnemucca, Humboldt County, Nevada. WCRA recreation infrastructure currently includes 4.5 miles of multiple-use trails, a disc golf course, a developed campground, several day use areas, and vault toilets. Estimated use at WCRA exceeds 10,000 visits per year and is concentrated in the 60-acre developed area along Water Canyon Road (map); consequently, the project area is considered a moderate to high traffic area (variable with season).

Prior to 2020, two bridges crossed Whites Creek on the nature trail, which connected the disc golf course, a one mile stretch of hiker/biker/equestrian trail, and the Winnemucca Overlook Trail [Map]. The bridges were removed in 2016 and 2020 due to structural issues. Since the removal of the bridges, visitors have created log structures to cross the creek, which are unsafe to use and damaging to natural resources. The Project was developed to ensure safe recreation as well as to meet current accessibility standards and improve the recreation experience at Water Canyon.

The Proposed Action would include the installation of two bridges, resurfacing/rerouting of the nature trail, construction of an outdoor classroom, and other improvements such as signage and seating. The bridges and trail would be designed to be accessible under the Americans with Disabilities Act (ADA) and would incorporate Accessibility Barriers Act (ABA) standards where possible. The total project area would be up to 1.5 acres, although an area of six acres is analyzed in this EA to account for the construction footprint. Impacts would include new ground disturbance, vegetation removal, temporary and permanent streambank alterations, and modification of presently disturbed areas.

### 1.1 Identifying Information

#### 1.1.1 Title and EA Number

Title: Water Canyon Bridge and Trail Improvement Project  
EA Number: DOI-BLM-NV-W010-2022-0027-EA

#### 1.1.2 Location of Proposed Action

Mount Diablo Baseline and Meridian, Nevada  
T. 35 N., R. 38 E., sec 11, NE ¼ SE ¼  
The area described contains approximately six acres.

USGS 24k Quad: Winnemucca East, NV 2021  
100k map name: Winnemucca, NV 1986  
Land status: BLM

#### 1.1.3 Name and Location of Preparing Office:

Bureau of Land Management (BLM)  
Humboldt River Field Office (HRFO)  
5100 E. Winnemucca Blvd.  
Winnemucca, NV 89445

#### 1.1.4 Subject function code, lease, serial, or case file number

Subject Function Code: 8300 Recreation

### 1.2 Implementing Regulations

This Environmental Assessment (EA) has been developed in accordance with the revised Council on Environmental Quality (CEQ) National Environmental Policy Act (NEPA) regulations effective September 14, 2020, and Phase 1 Final Rule, April 2022.

The EA, Proposed Action and Alternatives are consistent with Federal laws and regulations:

- Federal Land Policy Management Act of 1976 (FLPMA), as amended (43 United States Code (USC) 1701-1785);
- National Historic Preservation Act (P.L. 89-665; 54 USC 300101 et seq.);
- Council on Environmental Quality (CEQ) National Environmental Policy Act of 1969, as amended (NEPA, 40 CFR 1500)

The Project and EA conform to the following accessibility and recreation regulations and guidelines:

- Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities
- Architectural Barriers Act (ABA) Accessibility Guidelines Final Rule, September 26, 2013 (78 Federal Register 59550 pts 1011 and 1017)
- Guidelines for a Quality Built Environment (BLM 2010)

The proposed actions were developed using the Forest Service Trail Accessibility Guidelines (FSTAG) and the Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG) (USFS 2013a, 2013b). While the BLM is not required to follow these handbooks, they are widely used across federal land management agencies to implement the above ADA/ABA Final Rule.

### 1.3 Purpose and Need for Action

The purpose of the Project is to restore and improve recreation and education opportunities; address safety issues; increase accessibility; and protect natural resources in the WCRA. The project area receives moderate traffic by hikers and campers and user-created bridges and crossings in the absence of engineered stream crossings are hazardous to both recreationists and natural resources.

The need for the Project was established in the 1997 Water Canyon Recreation Area Management Plan (RAMP) and 2005 Implementation Amendment (Amendment) that called for a maintained and hard-surfaced interpretive trail segment (BLM 1997, BLM 2005). It is also established in BLM Recreation Manual 8320, which states that the BLM recreation programs should manage for positive experiences and personal, community, and environmental benefits, and should plan “specific recreation opportunities and settings on a sustained or enhanced long-term basis.”

### 1.4 Decision to be Made

The Authorized Officer would make the decision to implement the Proposed Action; implement elements of the Proposed Action; or select the No Action Alternative.

## **1.5 Scoping, Public Involvement and Issues**

### **1.5.1 Scoping and Public Involvement**

A BLM interdisciplinary team (IDT) was assigned to the Project in March 2022. Resource specialists met to review the project in the following fields:

- Cultural resources
- Native American Coordination
- Lands and realty
- Recreation
- Visual resources
- Invasive species
- Vegetation
- Soils
- Wetland and riparian zones
- Hydrology
- Wildlife and associated habitat
- Special status species
- Fisheries
- Environmental justice
- Social and economic values
- Engineering

The IDT met twice in July 2022 to discuss the project timeline and significant issues that would be analyzed in the EA. The BLM IDT participated in two field trips in July and October 2022 to discuss construction details and design features with project engineers.

The IDT determined the following baseline studies needed to be completed: special status plants, stream flow, water quality, migratory bird (clearance immediately prior to construction), and socioeconomic values. Water quality would also need to be monitored during construction.

Public scoping was conducted from August 22, 2022, to September 21, 2022. A description of the project and project location maps were posted to the BLM's NEPA Register. A total of three comments were received: two from the general public on the NEPA Register and one emailed response from the Nevada State Clearinghouse.

### **1.5.2 Issues**

The primary issues raised by BLM staff during internal scoping were impacts to surface water resources and vegetation. The following issues are considered in detail in this EA:

Table / Issues

Issue Number	Issue Statement	Resources Analyzed
1	How would the proposed developments affect the natural resource setting of WCRA?	Water Resources (Wetlands/Riparian zones), Wildlife (General and Special Status Species); Vegetation and Soils (inc. Invasive and Non-Native Species); Fisheries
2	How would the proposed facilities affect the quality of life of local residents?	Recreation, Safety, and Access; Social and Economic Values

No issues were raised by other agencies or interested parties during the scoping period.

## 1.6 Permits and Approvals

A Pre-Construction Notification (PCN) with the U.S. Army Corps of Engineers (USACE) would be required for the following actions:

- Minor and temporary streamflow control in Whites Creek during construction of the trail bridges
- Placement of riprap (permanent stream bank protection) beneath the bridges
- Surface disturbances associated with use of heavy equipment, including stream crossings, during the period of construction

For projects within a quarter mile of a stream or tributary, the Nevada Department of Environmental Protection (NDEP) requires a Stormwater Pollution Protection Plan. This plan would be developed, and a Stormwater Pollution Protection Permit acquired, prior to construction.

## 2.0 Proposed Action and Alternatives

### 2.1 Alternative A: Proposed Action

The Project is proposed by WDO Engineering with the support of HRFO Recreation to address the longstanding need for the restoration of the Water Canyon Nature Trail. Emphasis is placed on rebuilding the two bridges crossing Whites Creek, as their absence compromises public safety and resource integrity, inhibits the trail's functionality, and limits access to the adjacent Overlook Trail. Additional actions are proposed to enhance the utility, accessibility, and public education opportunities of the WCRA.

The following actions are proposed:

- Install two pedestrian bridges
- Realign a 500-foot (0.10 miles) segment of the nature trail and resurface the entire 0.4-mile trail
- Install a classroom-style arrangement of benches at the existing day use area
- Install new interpretive panels (waysides) and benches
- Install bat roosts

The proposed developments are shown in Map 1. Waysides and benches would be located within six feet of the trail. The area of disturbance of 1.6 acres includes both the permanent infrastructure and impacts incurred during construction and is broken down as follows:

- Pedestrian bridges (stream): no more than 0.5 acre of impact
- Trail with six-foot buffer to either side for future development: 1 acre
- Outdoor classroom: up to 600 square feet (0.01 acre)
- Bat roosts (<0.01 acres)

Construction is proposed for fall of 2023 and is expected to last for four weeks.

### 2.1.1 Elements of the Proposed Action

#### *Pedestrian bridge installation*

Two prefabricated pedestrian, steel-truss bridges would be installed to provide access across Whites Creek. The location and design of the bridges would improve resource protection and meet ADA/ABA and BLM guidelines (see Section 2.3).



The upstream (eastern) crossing would remain in the same location as the bridge removed in 2020. The new bridge would have a span of 60 feet. The downstream (western) bridge would have a span of 45 feet and would be located approximately 285 feet downstream from the location of the bridge removed in 2016. Both bridges would be supported by concrete abutments, pre-cast prior to installation. The abutments would be secured approximately two feet deep, well above the hundred-year floodmark of Whites Creek. Riprap would be used around the abutments, up to three feet upstream and three feet downstream to stabilize the bank.

The concrete bridge abutments would be installed by an 8.5-foot-wide excavator on metal tracks or, where possible, a smaller, rubber-tracked backhoe would be used to reduce

ground scarring. The bridges would be prefabricated off-site and transported to the recreation area by flatbed truck. Installation of the bridges would require the use of a crane truck. To install the lower bridge, a temporary access route (up to ten feet wide and 100 feet long) would be built from the day-use area parking lot to the existing trail, routed to minimize vegetation removal. Crane usage would necessitate the removal of some shrubs and aspen around the bridge sites, although the access route would be planned to minimize this removal. When possible, the plants would be preserved for replanting and vegetation on the streambanks would be left intact as a natural stabilizer.

Hay bales or wattles with certified weed-free hay or a floating silt fence would be used to reduce impacts of heavy equipment crossings in the stream bed. The timing of construction (fall) was selected because Whites Creek is normally dry at the project site by late summer/fall. In the event there is stream flow, a temporary dam would be built upstream of the bridges for the duration of construction.

#### *Trail re-alignment*

To accommodate the relocation of the downstream bridge, approximately 500 feet of the existing nature trail would be abandoned, and 500 feet of new trail would be constructed by hand or with a mechanical excavator. To decommission the abandoned segment, the trail surface would be loosened by hand or with a mechanical excavator, and native vegetation would be seeded. The new trail would require removal of vegetation, predominantly grasses and some shrubs. Areas impacted by construction vehicles during both trail and bridge construction would be replanted with native plant seeds. Where possible, plants removed during construction would be saved and replanted in areas where revegetation is needed.

#### *Trail resurfacing*

The existing nature trail and the new segment would be resurfaced to meet accessibility standards per FSTAG. It would be widened to 36 inches, cut to a depth of three to six inches, framed with a retainer, and surfaced with decomposed granite mixed with a liquid or powder bonding agent. Bonding agents would limit dust and erosion, stabilize the pathway surface, and make the path accessible under USFS ADA guidance. The exact product would be selected pending review by a natural resource specialist.

Trail excavation would be completed either with a trail excavator or by hand. Trail excavators are a common tool in trail building and offer a means of mechanical trail building with a smaller impact than a standard excavator. Using an excavator would require a creek crossing point suitable for heavy machinery. Decomposed granite would be spread by hand and compacted with a commercial compactor or by hand. Use of a compactor would similarly require a creek crossing point suitable for heavy machinery.

#### *Interpretive panels and benches*

Up to three interpretive panels would be installed along the trail to provide information about the natural and cultural setting of Water Canyon. The panels would be two by three feet supported by posts secured into the ground with concrete within three feet of the trail. Six to ten numbered trail markers would also be placed in conjunction with a brochure-guided tour; these would be on half-inch rebar posts. Simple wooden benches would also be placed at these locations. To determine the best locations for these features, the trail area

analyzed in this EA includes a three-foot buffer to either side of the trail, in addition to the four-foot base width.

#### *Outdoor classroom*

An outdoor classroom would be created at the existing day use area (Map 1) south of where the downstream bridge is proposed. Wooden benches would be installed in an amphitheater arrangement to accommodate groups of 16 to 24 individuals. The benches would be secured into the ground with rebar or a similar material to prevent theft. The day use area is large enough to accommodate these changes, and no alterations to the existing environment beyond securing the benches would be required.

#### *Bat roost*

Rocket Roost Bat House structures (or equivalent) would be installed at three of six proposed locations (Appendix A). The proposed roosts would provide bat habitat following removal or trimming of trees and hazard trees (natural bat roosts) along the trail and in campsites. The roost structures could also be incorporated into interpretive education on bat conservation and monitoring at WCRA. The roost dimensions would be approximately 4 inches by 4 inches by 6 feet and would be attached to 4 inches by 4 inches, by 12-foot-high wooden posts. The posts would be inserted into holes approximately 2 to 3 feet deep and 6 inches in diameter, which would be excavated with a powered auger or hand tools.

#### *Recreation area closure*

Construction would occur during fall of 2023 with up to four weeks spent on site. Construction activities would be monitored by BLM Engineering, Recreation, and Natural Resources staff. The project area and adjacent campsites and parking areas would be closed to visitor use for the duration of construction. Heavy machinery would be staged at the project site during the four-week construction window, and Water Canyon Road would be closed at the project area to upcanyon travel while the crane is in use.

#### *Reclamation*

Post-construction, the impacted areas would be replanted with native seeds collected from within Water Canyon. Replanting would include the cleared areas adjacent to the trail and bridges as well as the temporary construction access route leading to the lower bridge. A portion of the road may be preserved if it meets ABA/ADA grade specifications to create an accessible path to the outdoor classroom.

### **2.1.2 Design Features**

In order to prevent or reduce resource impacts, the following design features would be incorporated into project construction, scheduling, and monitoring.

#### *Natural Resource Protection Measures*

- To prevent the spread of invasive and noxious weeds, the equipment used would be washed before transport to the construction site and off-road operation of equipment would be limited to the extent necessary for construction and site access.
- The project site would be monitored for noxious and invasive vegetation after construction. If noxious weeds or non-native, invasive plants are discovered, BLM-

approved weed treatments would be applied in a manner consistent with approved BLM practices.

- Heavy equipment use would be avoided during wet conditions to reduce the compaction of soils.
- The project would occur after peak wildfire season, and heavy equipment use would be paused per BLM fire restrictions should conditions arise during construction.
- Erosion and sediment control structures would be used during construction to reduce soil loss due to runoff. Erosion and sediment control structures would remain in place until construction is complete and disturbed areas have been surfaced or vegetated.
- Native plant seeds would be used to revegetate areas disturbed during construction and existing disturbed areas.
- Construction would take place in the fall when Whites Creek is at low flow or no flow to reduce fishery and hydrologic impacts.

#### *Visual Resource Management, Including Night Skies and Dark Spaces*

The WDO RMP (BLM 2015) designates WCRA as a Visual Resource Management (VRM) Class II area. Per BLM Handbook H-8410-1 Visual Resource Inventory: In Class II areas, “management actions may be seen, but should not attract the attention of the casual observer. Any changes must repeat the basic elements of form, line, color, and texture found in the predominant natural features of the characteristic landscape.”

- Where possible, natural materials or artificial mimics thereof (e.g., wood laminate) would be used to mirror the lines, colors, and textures of the natural landscape.
- For any structures which cannot be made of a natural material, the BLM Standard Environmental Colors Chart would be used to select a color which blends in with the natural landscape.
- Bridge dimensions (span, width, and railing height) and design would minimize visual impacts, especially on lines and landscape form.
- Other visual intrusions would be concealed with other natural materials (e.g., planting shrubs)
- Riprap around the abutments would be covered with soil and reseeded.
- Bat box locations and sign would be selected to be minimally visible from the nature trail, roads, and other key observation points

#### *Health, Safety, and Hazardous Waste*

- Public notification of construction would include:
  - Notice posted on the BLM websites and social media.
  - Notice posted at the WCRA kiosks.
- Closed areas as described above would be clearly signed and barricaded off
- All waste and construction materials would be removed from the project site upon completion

A variety of heavy, motorized equipment would be used during construction including but not limited to a crane, excavator, and compactor. During construction, equipment would be staged at the project site. Once construction is completed, general maintenance would be performed on an as-needed basis by HRFO recreation staff.

Installation of the bridges would be done by a private contractor. Building of the trail and classroom would be done by a contractor or by HRFO recreation staff and volunteers. Maintenance costs would be absorbed by the HRFO recreation budget as part of regular developed site maintenance by staff and volunteers. No administrative changes such as additional staff or use restrictions would be necessary.

## **2.2 Alternative B: No Action**

Under the No Action Alternative, the bridges would not be constructed, trail improvements would not occur, and the outdoor classroom would not be added. Visitors would continue to cross the creek on make-shift bridges. User-created trails would continue to be used and created. The improvements to accessibility, such as ADA compliant bridges and trail segments, would also not occur.

## **2.3 Alternatives Considered but not Analyzed in Detail**

The BLM IDT considered whether other alternatives could address the purpose and need for the action and if they would have significantly different impacts. There were no alternatives proposed by the public or other agencies during the scoping process.

None of the other alternatives considered resolved resource conflicts and, in some cases, created additional impacts beyond those identified for the Proposed Action. Therefore, this EA only considers the Proposed Action and No Action Alternative in detail.

The alternatives considered but dismissed are included here:

### *Retain location of previous downstream bridge*

The BLM considered constructing the bridges at the same locations as the bridges that were removed in 2016 and 2020. While the upstream location was suitable for replacement, the downstream bridge location was assessed as unsuitable. The downstream bridge was removed because erosion had weakened its abutments. This location was not analyzed in detail because undercutting is expected to further weaken the steep bank at this section of stream, rendering the site unstable and unsafe for further development.

### *Downstream bridge near outdoor classroom*

Siting a bridge near the outdoor classroom was considered to place it closer to the classroom and provide access to the nature trail from this location. However, the bank configuration (steep on one side, low and flat on the other) and vegetation density made this location unsuitable. Constructing a bridge at this location would have required removal of large amounts of vegetation, including shrubs and small trees which stabilize the bank. The south bank at this portion of the creek is also higher and steeper than the north bank so an ADA accessible route could not be easily configured.

### *Shorter bridge spans*

Shorter bridge spans, similar in character to the removed bridges were considered to reduce visual impacts. However, this would have required bringing the abutments closer to the creek, which would have had unavoidable ecological impacts. The abutments would have been in, or closer to, the hundred-year floodplain and thus would have been excavated much deeper into the stream bank to account for possible flooding. To build them, bank-stabilizing vegetation would have been removed. Large amounts of riprap would have been

placed to mitigate the effects of vegetation removal, resulting in significant alteration to the streambed. In addition, this configuration also would not allow for ABA accessible grading at either bridge location due to the grade of the slope.

#### **2.4 Plan Conformance**

FLPMA directs the BLM to develop land use plans and implement projects which are provided for in the plan or consistent with its terms, conditions, and decisions. The Project is located in BLM administered lands and, per FLPMA, subject to the provisions and stipulations of the BLM Winnemucca District Resource Management Plan (RMP) (BLM 2015). The Project is consistent with the terms, conditions, and land use designations in Section 2.2 of the RMP.

The project is located within the Winnemucca Special Recreation Management Area (SRMA), Recreation Management Zone (RMZ) 1 Water Canyon Lowland, a fenced corridor which roughly follows Whites Creek and Water Canyon Road specifically managed for front country recreation. It is further subject to the provisions of the Water Canyon RAMP and Amendment. Per the RMP, the Winnemucca SRMA will be managed for diverse recreation opportunities with the priority of preserving the riparian ecosystem and water quality. Per the RAMP and Amendment, the Water Canyon Lowland RMZ will be managed for nonmotorized use with moderate recreational development and an educational/interpretive plan.

### 3.0 Affected Environment and Environmental Consequences

The purpose of this section is to describe the existing conditions of the Project Area and environmental consequences of the alternatives analyzed in detail. Supplemental Authorities that are subject to requirements specified by statute or Executive Order must be considered in all BLM environmental documents. The elements associated with the Supplemental Authorities listed in the NEPA Handbook (BLM 2008, Appendix 1) are listed in Table 2, and other resources of concern are listed in Table 3. The following elements have been determined as Not Present in the Project Area, Present & Not Affected, or Present & Affected after an internal IDT meeting, and the following table provides the rationale for those determinations, or the section of the EA where the resource is discussed. The elimination of elements not present, or present but not affected, complies with CEQ policy.

Table 2 Supplemental Authorities

Supplemental Authorities	Effect	Rationale/Comments
Air Quality	Present, Not Affected	Dust may be generated during construction but will be a temporary effect
Areas of Critical Environmental Concern (ACECs)	Not Present	Resource is not present.
Cultural Resources	Present, Not Affected	There are no historic properties within the Direct Area of Potential Effect (APE), and the project would not have any effects on the resources within the Indirect APE.
Environmental Justice, Social and Economic Values	Present, May Be Affected	See Section 3.3
Floodplains	Present, Not Affected	See Section 3.2 for an analysis of the impact to Wetlands and Riparian Areas.
Historic Trails (Including visual setting)	Not Present	The California National Historic Trail is approximately five miles north of the Project and would not be impacted directly or indirectly.
Invasive, Nonnative Species	Present, Not Affected	Several invasive species are present in the project area, including cheatgrass ( <i>Bromus tectorum</i> ), tall tumbled mustard ( <i>Sisymbrium altissimum</i> ), and clasping pepperweed ( <i>Lepidium perfoliatum</i> ). No noxious weeds are present in the project area. Implementation of design features would prevent

		existing invasive species from increasing and new species from being introduced into the project area.
Migratory Birds	Present, Not Affected	Construction would take place in fall, after the migratory bird nesting season (March-August 31). Visitor use is not anticipated to change in such a way as to impact current patterns; WCRA already receives high visitor and vehicle traffic during migratory bird nesting season, and no new uses will be allowed under this EA.
Native American Religious Concerns	Not Present	The BLM is in consultation with the Winnemucca Indian Colony and, to date, no Native American Religious concerns were identified by the tribe. See Section 5.1 for a full description of consultation efforts.
Prime or Unique Farmlands	Not Present	Resource is not present.
Threatened & Endangered Species	Present, Not Affected	See Section 3.2
Wastes, Hazardous or Solid	Present, May Be Affected	No hazardous waste would be produced, and best management practices for solid waste removal and disposal would be established in the construction contract Statement of Work. To minimize the presence and transport of hazardous wastes, vehicle maintenance would occur off-site and maximum fuel storage on-site would be five gallons contained in truck-mounted or portable units.
Water Quality (Surface and Ground)	Present, Not Affected	Construction would have a spill plan in place and all necessary permits for working near water and within a waterway. Any spills will be reported according to the NDEP spill reporting guidelines.
Wetlands and Riparian Zones	Present, Affected	See Section 3.2
Wild and Scenic Rivers	Not Present	Resource is not present.
Wilderness	Not Present	Resource is not present.

Table 3 Additional Affected Resources

Resource	Effect	Rationale/Comments
Fisheries	Present, May Be Affected	See Section 3.2
Fuel Management and Fire	Present, Not Affected	Design features will minimize risk of fire: construction would take place after the normal peak fire season, and heavy equipment use would follow any BLM fire restrictions should conditions arise during construction.
General Wildlife	Present, Affected	See Section 3.2
Geology and Minerals	Not Present	There are no mineral claims within the project area according to the BLM Mineral and Land Records System (MLRS).
Lands with Wilderness Characteristics (LWC)	Not Present	The project area falls within LWC Unit NV-020-418. The unit was re-assessed in August 2022, and it was determined that the area does not meet LWC criteria due to noticeable human impacts.
Noise	Present, Not Affected	Noise will be temporarily generated during construction.
Paleontology	Not Present	Resource is not present.
Recreation, Safety and Access	Present, Affected	See Section 3.3
Special Status Species	Present, Affected	See Section 3.2
Lands and Realty	Present, May be Affected	Neither the project nor construction would impact right-of-way (ROW) holders. The road may be temporarily closed for short intervals during the construction period, but ROW holders would be allowed access.
Vegetation and Soils	Present, Affected	See Section 3.2
Visual Resource Management (VRM)	Present, Not Affected	WCRA is managed as VRM Class II. Design features will minimize effects to visual resources.
Water Quantity	Present, Not Affected	Construction has been planned for fall when surface water flow at the project area is historically low or nonexistent. Should there be moderate flow which

		might be impacted by construction, a temporary dam would be built, which would temporarily reduce streamflow for approximately four weeks. There would be no permanent alterations or structures which would alter the quantity of water in or inhibit the flow of Whites Creek.
Wild Horse and Burro	Not Present	Resource is not present.

### 3.1 Identified Issues

The CEQ regulations under 40 CFR §1500 and the BLM NEPA Handbook require that the BLM identify significant issues for analysis and focus only on those issues. For this EA, the resource issues identified by the IDT and carried forward for analysis include those elements of Proposed Action that would cause or have the potential to cause significant environmental effects.

### 3.2 Issue 1: How would the proposed developments affect the natural resource setting of WCRA?

#### 3.2.1 Affected Environment

##### *Wetlands and Riparian Zones*

Whites Creek is a perennial, spring fed creek with seasonal high flow potential from thunderstorms and snowmelt. Some portions of the creek are prone to going dry in the late summer or early fall. The creek is a Rosgen B-type stream with a low-moderate width/depth ratio, low-moderate sinuosity, a moderate entrenchment ratio, and a gradient around 4%. Large woody debris and rocks provide some stream stability, along with stabilizing riparian plants.

Riparian plants are comprised primarily of woody species (shrubs and trees) with some patches of herbaceous species. Important riparian plants along Whites Creek include these high stabilizing species: bluejoint (*Calamagrostis canadensis*), analogue sedge (*Carex simulate*), redosier dogwood (*Cornus sericea*), arctic rush (*Juncus arcticus*), lanceleaf cottonwood (*Populus acuminata*), narrowleaf cottonwood (*Populus angustifolia*), freemont cottonwood (*Populus fremontii*), quaking aspen (*Populus tremuloides*), chokecherry (*Prunus virginiana*), shining willow (*Salix lucida*), and stinging nettle (*Urtica dioica*). Other important riparian plants along Whites Creek include these moderate stabilizing species: smallwing sedge (*Carex microptera*), scouringrush horsetail (*Equisetum hyemale*), swordleaf rush (*Juncus ensifolius*), desert peach (*Prunus andersonii*), bitter cherry (*Prunus emarginata*), golden currant (*Ribes aureum*), narrowleaf willow (*Salix exigua*), black elderberry (*Sambucus nigra*), silver buffaloberry (*Shepherdia argentea*), and american speedwell (*Veronica americana*).

A Proper Functioning Condition (PFC) assessment was completed on this section of Whites Creek by an ID team on June 2, 2022, and it was rated as being in Proper Functioning Condition. However, it was rated in the lowest third of PFC. The stream was

found to be laterally stable, but there are multiple knickpoints (change in channel slope) causing incision throughout the reach that contribute to vertical stream instability. Following the 2007 Thomas Fire, the BLM added a few small in-stream rock dams and wood debris dams to aid in stream restoration and reduce erosion. Some of these features are still intact and are helping to improve vertical stream stability.

#### *Vegetation and Soils*

Vegetation in the project area consists of native trees, shrubs, and grasses within the riparian zone along Whites Creek and native shrubs with both native and introduced grasses in upland areas. Invasive species including cheatgrass (*Bromus tectorum*), tall tumbled mustard (*Sisymbrium altissimum*), and clasping pepperweed (*Lepidium perfoliatum*) are present within the project area and most prevalent along the road. Two noxious weeds, medusahead rye (*Taeniatherum caput-medusae*) and whitetop (*Cardaria draba*) are present within WCRA but not within the proposed work area.

The project area burned in the 2007 Thomas Fire and was revegetated by seeding and natural recovery to reach its present condition. Trees, including quaking aspen (*Populus tremuloides*), willows (*Salix* sp.) Fremont cottonwood (*Populus fremontii*), and chokecherry (*Prunus virginiana*) naturally recovered and are dominant next to Whites Creek. Forage kochia (*Bassia prostrata*), smooth brome (*Bromus inermis*), crested wheatgrass (*Agropyron cristatum*), bluebunch wheatgrass (*Pseudoroegneria spicata*), and Wyoming big sagebrush (*Artemisia tridentata* ssp. *wyomingensis*) were seeded following the fire and are the dominant vegetation in the uplands.

Soils consist mainly of the Golsum-Spinlin-Harcany association, which are at low risk of wind erosion and moderate risk of water erosion. Signs of erosion present in Water Canyon, including cut banks and places of stream incision indicate that the primary driver of erosion is seasonal variation in flow of Whites Creek.

#### *Wildlife*

General wildlife species likely to occur at the project area include coyote (*Canis latrans*), mountain lion (*Puma concolor*), Great Basin gopher snake (*Pituophis catenifer deserticola*), racer (*Coluber constrictor*), Great Basin rattlesnake (*Crotalus oreganus*), Western fence lizard (*Sceloporus occidentalis*), and side-blotched lizard (*Uta stansburiana*). The project area is within designated game species ranges including summer range for pronghorn (*Antilocarpra americana*) and year-round habitat for mule deer (*Odocoileus hemionus*). Impacts to these species would include the loss of approximately 6 acres of habitat. Design features including re-planting plant species would restore some of the lost habitat.

#### *Threatened and Endangered Species*

The migratory monarch butterfly (*Danaus plexippus plexippus*) is a candidate species being considered for listing under the Endangered Species Act (ESA) as of December 2020. It was recently listed on the International Union of Nature (IUCN) Red List as Endangered (21 July 2022). Monarch survival is dependent on their obligate host plants milkweed (primarily *Asclepias* spp.). Following sensitive species plant surveys (SSPS) in July and August 2022, a small population of narrowleaf/Mexican whorled milkweed (*Asclepias fascicularis*) is located near the proposed downstream bridge.

#### *Special Status Species*

Northern Nevada has recorded the presence of approximately 12 species of bat, seven of which utilize trees for roosting and/or breeding: Little Brown Myotis (*Myotis lucifugus*), California Myotis (*Myotis californicus*), Long-eared Myotis (*Myotis evotis*), Long-legged Myotis (*Myotis volans*), Yuma Myotis (*Myotis yumanensis*), Big Brown Bat (*Eptesicus fuscus*), and Silver-haired Bat (*Lasiorycteris noctivagans*). Although detailed studies of bats within the WCRA have not been completed, bats are known to occupy the study area and any or all of the above bat species could be present.

The Proposed Action is located within General Habitat Management (GHMA) for Greater Sage-grouse. There are no leks within a 3-mile area of the recreation area. The access to the project area contains a few Wyoming big sagebrush (*Artemisia tridentata wyomingensis*) plants that border the trail to each project location.

#### *Fisheries*

The proposed action includes the installation of two pedestrian bridges crossing Whites Creek. Whites Creek is a small stream that begins on the northwest slope of the Sonoma Range and flows through approximately 3.7 miles of BLM managed land. Whites Creek supports the recreational fisheries of Rainbow trout (*Oncorhynchus mykiss*) and Brook trout (*Salvelinus fontinalis*). The Nevada Department of Wildlife (NDOW) stocks rainbow trout almost every year in Whites Creek.

### **3.2.2 Environmental Consequences**

#### **3.2.3 Alternative A: Proposed Action**

##### *Wetlands and Riparian Zones*

Tree removal during bridge construction and vegetation removal for the new trail segment would remove riparian vegetation that is currently contributing to streambank stabilization. Vegetation would be crushed or cleared during heavy equipment access. Sediment in the creek bed during construction is possible as soils are disturbed.

Long term, the bridge construction would improve stream and streambank conditions by providing visitors with a way to cross the creek. User traffic is likely to increase with the developments but would be concentrated to designated areas (bridges and trails) designed to minimize impacts and keep foot traffic away from the creek bed.

##### *Vegetation and Soils*

The proposed action would result in permanent loss of vegetation along the new bridge, wayside, and trail locations, as well as some additional temporary loss of vegetation at bridge construction sites. Overall vegetation composition would remain the same. Foot traffic along the trail realignment would maintain bare ground and contribute to compaction of the soil under the path. Due to the gentle gradient of the proposed trail, little erosion is expected to occur. Soil displaced during bridge construction would remain onsite. Ongoing weeds management activities would continue, and no new infestations are likely to occur as a result of the proposed action.

##### *Wildlife, Threatened & Endangered Species, and Special Status Species*

The disturbance associated with the proposed action would occur along portions of the trail and the bridge installation areas. Streamside trees would be lost at the proposed bridge locations, which would remove migratory bird and bat habitat. Although vegetation would be permanently lost due to the construction of the trail, general habitat composition in the project area would not change. Areas of ground disturbance would be replanted with a BLM-approved seed mix and locally collected milkweed seeds. Bat roost boxes would be installed within WCRA, and aspens would be planted near their former locations.

#### *Fisheries*

Temporary impacts to fisheries would occur during the installation of the pre-cast abutments from the crossing of Whites Creek. Although construction would occur in fall when stream flow is low or non-existent, this could produce some sedimentation into Whites Creek should water be present. The abutments are planned to be well above the 100-year flood zone, and the design features for this project helps reduce the possible impacts to the fisheries with: 1) hay bales or wattles with certified weed-free hay or a floating silt fence would be used to reduce impacts of heavy equipment crossings in the stream bed, 2) the timing of the construction would take place in late September or October when Whites Creek is at low flow or no flow, and 3) riprap would be provided around the abutments and would be covered with soil and reseeded.

### **3.2.4 Alternative B: No Action**

#### *Wetland and Riparian Zones*

Under the No Action Alternative, no disturbance would occur due to construction but impacts of user traffic would continue. Growth of social trails would continue causing erosion of sediment into the streambed and trampling of bank-stabilizing vegetation. Users may also continue to create structures out of rock and deadfall to aid in crossing the stream, impacting streamflow.

#### *Vegetation and Soils*

Under the No Action Alternative, vegetation and soils would continue in their present condition without disturbance related to construction or concentrated use at the proposed project area. Ongoing weeds management activities would continue, and no new infestations are likely to occur as a result of not implementing the proposed action.

#### *Wildlife, Threatened & Endangered Species, and Special Status Species*

Under the No Action Alternative, the area would remain undeveloped and no riparian habitat for wildlife would be removed. Continued recreational use would increase social trails deviating from established trails, which can disturb or fragment wildlife habitat.

#### *Fisheries*

With the No Action Alternative, the fisheries would continue with their current condition of no disturbance from heavy machinery crossing Whites Creek. Ongoing recreational activities with the fisheries would continue.

## **3.3 Issue 2: How would the proposed facilities affect the quality of life of local residents?**

### **3.3.1 Affected Environment**

### *Environmental Justice and Social and Economic Values*

For this project, the environmental justice study area has been identified as 14 census block groups (BG) in Humboldt and Pershing Counties, Nevada. This study area was selected as it contains representative geographies proximal to the project area, along potential transportation and access routes, and is inclusive of regional urban and indigenous landscapes. The population in the study area is approximately 16,600. The reference area is Nevada non-metro counties for low income and minority populations. The reference area for tribal communities is the State of Nevada. The census BG of the project area is BG 320130107022.

Low-income environmental justice communities of concern are present in the study area with approximately 28.9 percent of the study area population identified as low-income. This is slightly less than the reference area low-income percentage. There are 6 census block groups within the study area classified as a low-income population, most of which are found in the eastern portion of Humboldt County and in Winnemucca block groups. Several are very near the project area; those populations potentially use the project area for recreation and resource access. Moreover, there are some block groups with very high (greater than 50 percent of the population) low income population percentages.

Minority environmental justice communities of concern are present in the study area. Approximately 34.1 percent of the study area population is identified as belonging to a minority population group. This is greater than the reference area minority population percentage. This screening identified that 8 census block groups within the study area had a minority identified population that met this criterion. For this study area, most minority communities are found in NW Humboldt County and in Winnemucca block groups. Several of those with the higher minority population percentages are also those with high low-income populations.

Tribal communities of concern are present in the study area with approximately 5.0 percent of the study area population identified as belonging to an indigenous population group. This is greater than the reference area tribal population percentage. This screening identified that 7 census block groups within the study area had an indigenous identified population that met this criterion. Similar to the low-income analysis, there are several tribal populations in eastern Humboldt County and in the Winnemucca block groups. The Winnemucca Indian Colony is located within the study area and is constructing new tribal housing on Water Canyon Road, approximately 3 miles from the project area.

### *Recreation, Safety, and Access*

The WCRA, and specifically the Water Canyon Lowland RMZ, is an important recreation resource for the residents of Winnemucca and visitors to northern Nevada. There are few developed recreation opportunities in the surrounding area, making WCRA accessible to and popular among the local community. It is also a local attraction for visitors to Winnemucca looking to camp or enjoy a quality natural environment. Other free, public recreation areas close to Winnemucca are shown in Table 4.

Table 4: Winnemucca Recreation Areas:

<b>Recreation Area</b>	<b>Managing Agency</b>	<b>Recreation Opportunities</b>
Winnemucca Sand Dunes	BLM	Off-roading, camping, mountain biking, and picnicking
Sonoma Canyon	BLM	Dispersed camping, hunting, hiking, biking, and off-roading
Winnemucca Mountain trail system	BLM	Hiking and biking
Bloody Shins Trail Complex	BLM	Hiking and biking
Santa Rosa National Forest	USFS	Hiking, off-roading, rock climbing, camping, hunting, and wilderness recreation
Humboldt County Shooting Range	Humboldt County	Target shooting
Various municipal parks	City of Winnemucca	Walking, road biking, organized and casual sports

The Water Canyon Lowland RMZ is among the HRFO's most popular recreation sites. Annual visitation is estimated at or above 10,000 users, and principal activities consist of hiking, biking, picnicking, wildlife viewing, camping, and educational events. The majority of visitation occurs from April to October, when temperatures are warmest and there is full access to the entire canyon and outlying Sonoma Range. However, the lowest elevation part of Water Canyon (up to the project area) is accessible most of the year and receives light but steady use during the winter season. During the summer use season WCRA receives a high volume of visitors relative to its area (60 acres). In winter, the upper portion of the WCRA is often inaccessible due to snow and ice.

Prior to the removal of the bridges the nature trail received moderate to high traffic. However, it now sees much lower traffic as the trail is not well defined and a portion of the trail is inaccessible due to the lack of a viable stream crossing. The resulting user impacts include log bridges and other unstable structures; bank erosion from user created trails; and vegetation trampling at multiple creek access points. Currently, without a means to cross the creek, the nature trail cannot be hiked in its entirety, and the Overlook Trail cannot be safely accessed when creek flow is high. In addition, none of the trails in the WCRA are accessible under ADA guidelines.

The day use area, where the classroom is proposed, is currently being used as an unofficial campsite and illegal, uncontained campfires at this location are common. Fire pits and trash left behind at the day use site create fire hazards and damage to soils and vegetation.

Under the WDO RMP (BLM 2015), the desired recreation setting in the Lowland RMZ consists of the following:

- A physical setting in which developments do not overpower the landscape; basic facilities provide recreation, comfort, and information; and specialized facilities expand recreation offerings (e.g., campground and disc golf course).
- A social setting in which visitor use is discernable through regular but not persistent encounters; party sizes up to 13-25 individuals; vegetation and soil wear at campsites; and occasional noise, especially at popular sites.
- An administrative setting in which information materials are provided, personnel are periodically present, and rules are clearly posted with some restrictions allowed. Use is both motorized and nonmotorized.

The Lowland RMZ was developed to meet user needs to attain the above desired setting. Current facilities include: three vault toilets, informational kiosks, ten designated campsites, two dumpsters, a nonmotorized use trail, and several day use areas intermittently used as overflow campsites. The west trailhead of the nature trail has a vault toilet, campsite with a small pavilion and picnic table, and oversized parking area. The east trailhead also has a campsite (no pavilion) with space for multiple vehicles, and there is parking pull-out near the proposed outdoor classroom.

### **3.3.2 Environmental Consequences**

#### **3.3.3 Alternative A: Proposed Action**

##### *Environmental Justice and Social and Economic Values*

Environmental justice communities may be affected by limited access to the recreation area during construction; however, these impacts are unlikely to be disproportionate and adverse and will be short-term and temporary. In addition, construction traffic will access the project area from Water Canyon Road, passing by tribal housing (currently under construction as of December 2022). Construction will occur in fall 2023 and last for approximately 4 weeks. During this time, construction vehicles will pass by tribal housing, although some of the equipment will be staged at the construction site for the duration of construction and thus will not utilize Water Canyon Road on a daily basis. The improvements to the recreation area may also increase the volume of visitors to the area, which could increase traffic on Water Canyon Road.

##### *Recreation, Safety, and Access*

Under the proposed action, the safety of the physical setting would be improved by providing secure and structurally sound crossings and an accessible, durable trail. This would also increase safety by mitigating hazards of user-created crossings: slippery rocks, ascending and descending steep banks, and crossing on unstable logs.

The proposed improvements would change the social setting of the project vicinity by concentrating visitor use on recreation infrastructure. An improved route for foot and bike traffic, especially at creek crossings, minimizes evidence of use and supports the WDO RMP's management goals of promoting stewardship and conservation of public lands. Visitation would be restored to levels comparable to or higher than those in 2015, the last time the trail had two bridges. However, as there is no evidence of overuse or visitor

conflict in WCRA past or present, a slight increase in visitor traffic is not anticipated to meaningfully alter the social setting.

The proposed action would also change the social setting by creating an accessible recreation facility, diversifying the user base and WCRA's recreation offerings and supporting multiple BLM recreation management goals. An interpretive trail is specifically provided for in the RAMP and provides opportunities for community engagement, outdoor stewardship, and physical well-being benefits.

Administrative impacts would come from regulation and access. To minimize visual impacts and conform to VRM requirements, the proposed bridge designs would not be large enough to accommodate horses. Equestrian use in the Lowland RMZ currently is light and, while it is allowed in the project area, only parts of the trail are navigable by horses. Other trails within and beyond WCRA offer equivalent or expanded opportunities for horseback riding (larger staging areas, longer trails, less pedestrian/bicycle traffic), and are better maintained for equestrian use. There would also be a temporary administrative change during construction when access to the project area is restricted and the Water Canyon Road intermittently closed.

Combined with the existing campsites, expanded facilities at this location, and especially a group use site, the proposed changes are likely to increase vehicle traffic. This could result in safety issues and conflict between day users and campers. Potential for this impact is minimal because there are multiple suitable parking locations: the day use area, shoulder parking on Water Canyon Road below Campsite 4, and the pull-offs at Campsites 3 and 4, which are large enough to accommodate vehicles of both campers (up to two vehicles) and day users (three to four additional vehicles).

With a capacity of up to 24, the outdoor classroom would attract larger groups, increasing visitor use in a concentrated area. This could impact group sizes and visitor encounters (the number of individuals a recreationist sees/hears during their visit who are not part of their party), two metrics by which the social setting is assessed. These changes would be within the acceptable thresholds established in the RMP; in addition, encouraging group use in a single location would reduce visitor encounters elsewhere in the Lowland RMZ. A dedicated gathering and education space promotes public engagement and education and fulfills the targeted recreation outcomes such as participating in group activities and promoting an appreciation for public lands. The proposed outdoor classroom would be installed in the existing day use area which is intermittently used as an overflow campsite. Adding the benches would discourage unauthorized camping and illegal campfires at this location.

Signage and interpretive panels would expand visitor information services, fulfilling the goals of the RMP and Water Canyon RAMP. Information about resources and resource protection would encourage stewardship of WCRA.

### **3.3.4 Alternative B: No Action**

#### *Environmental Justice and Social and Economic Values*

Under the No Action alternative, access to the recreation area would remain open and would not close during the fall of 2023 for construction. Construction vehicles would not travel past the Winnemucca Indian Colony housing on Water Canyon Road. Traffic volumes on Water Canyon Road would remain at current levels.

*Recreation, Safety, and Access*

Under the No Action alternative, the visitor experience would remain in its current condition. The WCRA would not meet the RMP's physical setting objective of providing recreation facilities or provide for an accessible and improved nature trail. It also does not fulfill desired opportunity outcomes such as participation in group activities and easy access.

The No Action alternative has implications for both user experience and for safety, as the risks associated with existing crossings (through the creek or above it on user-created bridges) would remain. In the absence of any improvements, casual users would be unable to safely use the trail for almost half of the high-use season (April to June). Traffic on the nature trail would continue to be low to moderate with few large groups, and there would continue to be visible use impacts from user created crossings which are contrary to BLM stewardship objectives.

Under the No Action Alternative, the current social and administrative settings would not change. Activities and events which currently occur would continue, but there would be no designated facilities or signs installed at this time. Camping would likely continue at the day use area, with associated impacts including illegal campfires.

## 4.0 Coordination and Consultation

During the NEPA process for this EA, the BLM engaged other federal agencies, state and local governments, Native American tribes, and the interested public. The agency did this to ensure its compliance, in both the spirit and intent, with 40 CFR §1501.7, 1502.19, and 1503. BLM is coordinating its NEPA and NHPA Section 106 compliance responsibilities by utilizing the NEPA scoping process to seek input from the public and other consulting parties about cultural resources and effects to them from the Project.

### 4.1 Native American Consultation

A letter was sent to the Winnemucca Indian Colony regarding the Project proposal along with a map of the area on August 11, 2022. The letter requested any comment or question and offered consultation on the project if the Colony so chose. The scoping letter was marked received on August 12, 2022, by the United States Postal Service tracking. At this date no comment has been received from the Colony regarding the Project, but consultation will remain open and ongoing throughout the Project.

### 4.2 Coordination and/or Consultation

Table 5: Persons, Agencies, and Organizations Consulted

Name	Purpose & Authorities for Consultation or Coordination	Findings & Conclusions
Humboldt County	Cooperating agency	No issues raised.
Nevada State Historic Preservation Office (SHPO)	NHPA Section 106 consultation	No issues raised.
Sagebrush Ecosystem Technical Team (SETT)	GRSG impacts consultation	No issues raised.

### 4.3 Public Outreach/Involvement

The Preliminary EA was released for a 30-day public comment period between January 17, 2023, and February 15, 2023. BLM released a notice on the ePlanning website with a link to the Preliminary EA.

Following the public comment period, a description of comments received will be included in the Final EA.

## 5.0 List of Preparers

Table 6. List of Preparers

Name	Title/Resource
Cedric Streater	Archeologist
Shannon Deep	Native American Consultation
Jen Barnett	Realty Specialist
Mike Kizorek	Outdoor Recreation Planner, Project Lead
Bridget Murray	Outdoor Recreation Planner, Project Lead (Recreation, safety, and access; VRM)
Michael McCampbell	Natural Resource Specialist (invasive non-native plant species, native plant species, soils)
Mitch Vorwerk	Wetlands and Riparian Areas
Roy Morris	Wildlife Biologist (Special status species and general wildlife habitat)
Greg Lynch	Fisheries
Matt Fockler	Social Scientist (Environmental justice, social values, and economics)
Zwaantje Rorex	GIS
Heather O'Hanlon	Public Affairs
Tom Scott	Engineer
Jenna Herreman	Engineer
Robin Michel	Planning and Environmental Coordinator

## 6.0 References

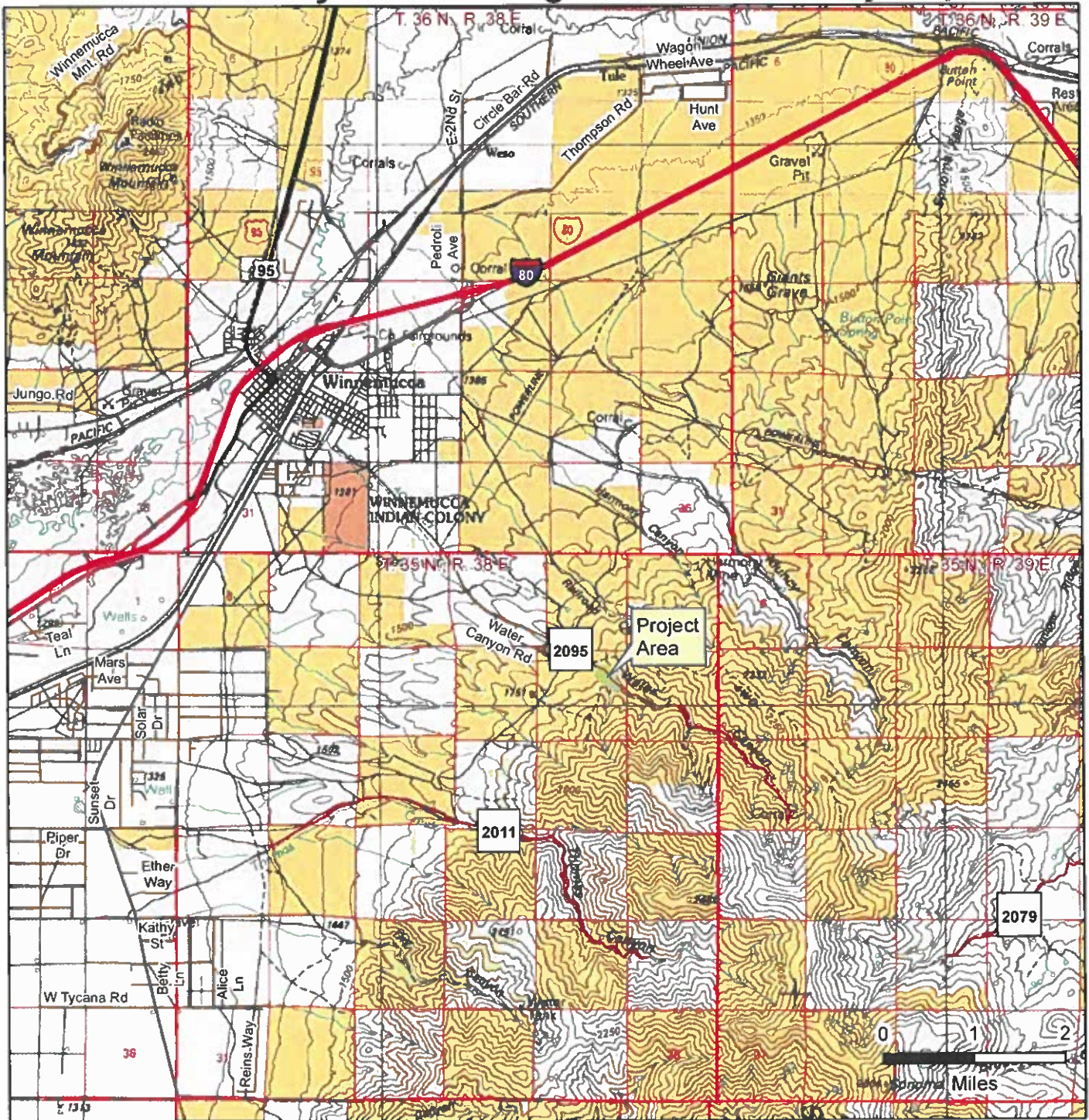
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## **Appendix A: Figures**

# Water Canyon Trail Bridges General Vicinity Map



**Winnemucca District**  
 Bureau of Land Management  
 5100 E. Winnemucca Blvd  
 Winnemucca, NV. 89445  
 3/1/2022

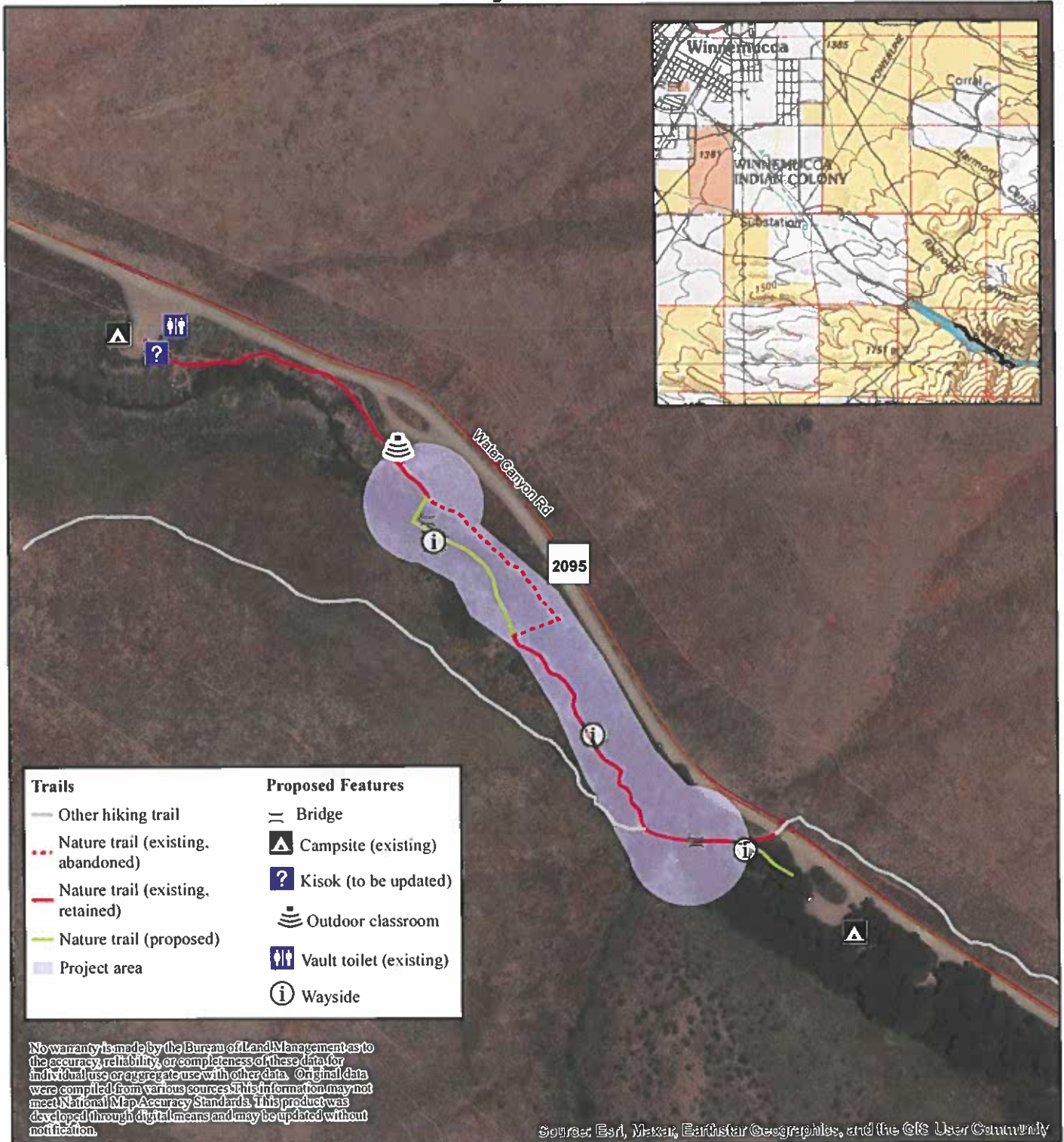
Winnemucca, NV USGS 100k Quadrangle  
 T. 35 N., R. 38 sec. 11


- |                  |                                      |                    |
|------------------|--------------------------------------|--------------------|
| ● Cities & Towns | — BLM System Road                    | <b>Land Status</b> |
| — Interstates    | □ Township                           | ■ BIA              |
| — US Highways    | — Proposed Trail Widening (2' to 4') | ■ BLM              |
| — State Highways | — Proposed New Nature Trail          | ■ PVT              |
| — County Road    |                                      |                    |

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.



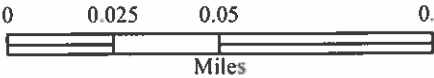
# Project Area






**Winnemucca District**  
Bureau of Land Management  
5100 E. Winnemucca Blvd  
Winnemucca, NV. 89445


Winnemucca East, NV  
USGS 24k Quadrangle  
T.35 N., R.38 E., sec. 11 NE 1/4 SE 1/4



Miles

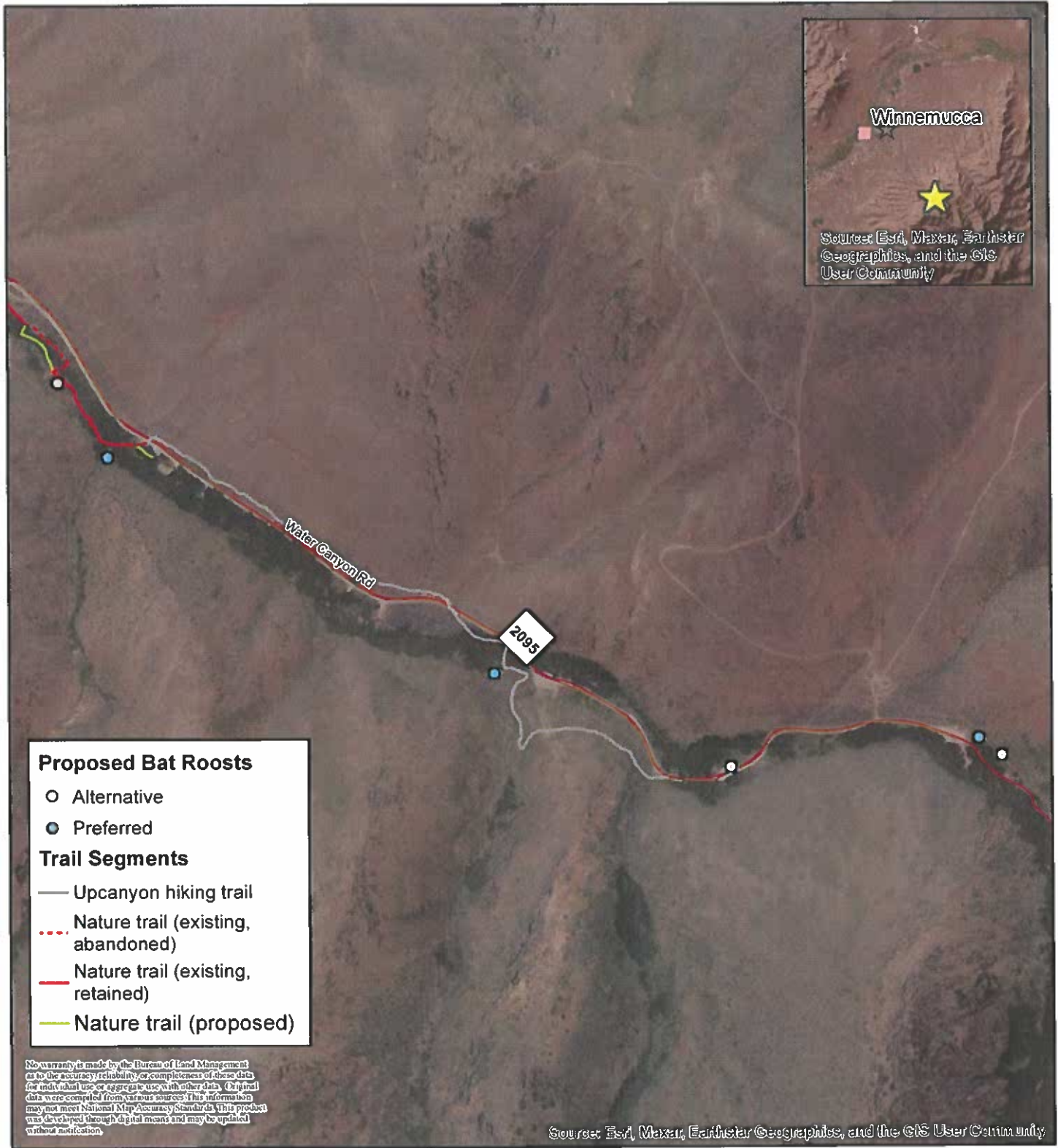


N



12/13/2022

# Proposed Bat Roost Locations



**Winnemucca District**  
Bureau of Land Management  
5100 E. Winnemucca Blvd  
Winnemucca, NV. 89445

Winnemucca East, NV  
USGS 24k Quadrangle  
T.35 N., R.38 E., sec. 11 NE 1/4 SE 1/4

0 250 500 1,000  
Feet

N

Date: 12/13/2022

**Appendix B: Hold for BLM Response to Public Comments on  
Preliminary EA**

**BLM-MOU-LLNVW01000-8323-2023-001**

Bureau of Land Management Received
OCT 19 2022
District Office Winnemucca Nevada

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
AND  
HUMBOLDT COUNTY  
AS A COOPERATING AGENCY**

**I. Introduction**

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management, Winnemucca District, Humboldt River Field Office (BLM) and Humboldt County (Cooperator) for the purpose of preparing an Environmental Assessment (EA) associated with planned recreation improvements at the Water Canyon Recreation Area (WCRA) Nature Trail. The BLM is the lead federal agency for development of the WCRA Bridge and Trail Improvements EA. The EA will serve to inform the public and the decision-making official.

Current policies for development and land use decisions within this area are contained in the Winnemucca District Office Resource Management Plan (RMP), approved May 2015; the Water Canyon Recreation Area Management Plan, approved August 1997; and the Water Canyon Implementation Plan Amendment, approved August 2005.

BLM acknowledges that Humboldt County has jurisdiction by law or special expertise applicable to the EA effort, as defined at 40 CFR 1508.1(n) and 1508.1(e). This MOU describes responsibilities and procedures agreed to by Humboldt County as a Cooperating Agency and the BLM ("the Parties").

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's (CEQ) National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.7 and 1508), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2 and 516 DM 11).

The Humboldt River Field Office Manager holds final decision authority regarding data used, alternatives studied in detail, alternatives considered but eliminated from detailed analysis, analysis conducted and document content and quality. The decision-making official may select the proposed action, an alternative or a combination of components of any of the alternatives to reach a Finding of No Significant Impact (FONSI).

## II. Objective

The purposes of this MOU are:

- A. To designate Humboldt County as a Cooperating Agency in the EA process.
- B. To provide a framework for cooperation and coordination between the BLM and Humboldt County that will ensure successful completion of the EA in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the EA.
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

## III. Authorities

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
  1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
  2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
- B. Regulations implementing the above authorities:
  1. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
  2. Bureau of Land Management planning regulations (43 CFR 1601 et seq.)
- C. The authorities of Humboldt County to enter into this MOU include, but are not limited to:
  1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

## IV. Roles and Responsibilities

### A. BLM Responsibilities:

1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft EA, the Final EA, the FONSI, and the Decision Record. The BLM's responsibilities include determining the purpose of and need for the EA, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.

2. To the fullest extent consistent with its responsibilities as lead agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by Humboldt County in the EA planning process, giving particular consideration to those topics on which Humboldt County is acknowledged to possess special expertise.

3. To the fullest extent practicable, after considering the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide Humboldt County with copies of documents underlying the EA relevant to the special expertise of the Humboldt County, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final EAs.

**B. Cooperating Agency Responsibilities under NEPA (40 CFR 1501 et seq.):**

1. Humboldt County is a Cooperating Agency in this planning process and is recognized to have jurisdiction by law or special expertise in the following areas:

- a. Humboldt County Regional Master Plan (updated 2012) and other relevant planning documents
- c. Proprietary jurisdiction in WCRA

2. Humboldt County will provide information, comments, and technical expertise to the BLM regarding those elements of the EA, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM requests its assistance.

3. Within the areas of their jurisdiction or special expertise, Humboldt County may participate in any of the other activities identified in Attachment A. These activities include but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve planning issues, providing input to the draft analyses, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the EA and supporting documents. (See also Section C.4.)

**C. Responsibilities of the Parties:**

1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements.

2. The Parties agree to comply with the planning schedule provided as Attachment B, which includes dates for EA milestones and timeframes for reviews and submissions by Humboldt County.

3. Each Party agrees to fund its own expenses associated with the WCRA Bridge and Trail Improvements EA process.

4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

## **V. Other Provisions**

### **A. Term of MOU**

This MOU will commence upon the date last signed and executed by the duly authorized representatives and remain in effect until either terminated as described below or until a Decision Record is issued by the BLM on the WCRA Bridge and Trail Improvements EA.

### **B. Authorities not altered**

Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

### **C. Financial obligations**

Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.

### **D. Entirety of Agreement**

This MOU and its attachments represent the entire and integrated understanding between the parties and supersedes all prior negotiations, representations, and agreements concerning the WCRA Bridge and Trail Improvement EA, whether written or oral.

### **E. Immunity and defenses retained**

Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

### **F. Conflict of interest**

The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of the WCRA Bridge and Trail Improvements EA. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.

### **G. Documenting disagreement or inconsistency**

Where the BLM and the Humboldt County disagree on substantive elements of the EA (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the views of the Humboldt County in the Draft EA and the Final EA. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.

Either party may terminate this MOU after thirty (30) days written notice to the other party of their intention to do so. During this period, the parties will enter negotiations to resolve the disagreement(s). If the disagreement(s) have not been resolved by the end of the thirty-day period, the MOU will terminate. In the event negotiations are progressing but are not concluded by the end of the thirty-day period, the party initiating the request to terminate may request termination be postponed for an additional thirty-day period.

#### **H. Management of information**

The BLM will maintain the original records related to the EA. Humboldt County acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The Parties agree that the BLM at its discretion may withhold from Humboldt County those documents that would otherwise be available for public release under State public records laws. All records (in all media, paper and electronic) created or produced in part or in whole are to be maintained for the duration of the Agreement, made available upon request, and upon termination of the Agreement will be turned over to the BLM. The BLM will be responsible for responding to any FOIA request related to the EA or any request made under State public records laws. The BLM will treat requests made under State public records laws similar to FOIA requests.

#### **I. Confidentiality**

Humboldt County agrees to maintain the confidentiality of documents and deliberations to the extent legally permissible during the period before the BLM's public release of any planning and/or NEPA document, including drafts. Humboldt County will forward all requests for information on documents and deliberations to the BLM and the BLM will respond to these requests in accordance with all applicable Federal and State laws, regulations, and policies that govern the release of information to the public.

#### **J. Administrative Consideration**

In carrying out the terms of this MOU there shall be no discrimination against any person because of race, creed, color, sex, or national origin. The terms of this MOU

are effective only to the extent BLM is authorized to take actions, and to the extent funds are appropriated or otherwise made available. All documents released to the public must reflect the independent judgment of the BLM. BLM is responsible for the adequacy and objectivity of all such documents.

#### VII. Administration of the MOU

A. Approval. This MOU becomes effective upon signature by the authorized officials of both Parties.

B. Amendment. This MOU may be amended through written agreement of both signatories.

C. Termination. If not terminated earlier, this MOU will end when the FONSI and Decision Record for the WCRA Trail and Bridge Improvement EA is approved by the Humboldt River Field Office Manager. Either Party may end its participation in this MOU by providing written notice to the other Party.

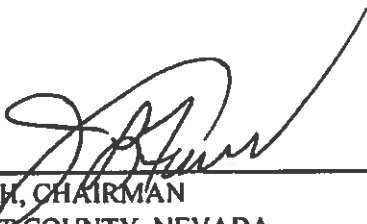
#### VIII. Agency Representatives

Each Party will designate a representative and alternate representative to ensure coordination between the Humboldt County and the BLM during the planning process. Each Party may change its representative at will by providing written notice to the other Party.

**BLM:  
BLM STAFF (Bridget Murray)  
Humboldt River Field Office  
Winnemucca District  
5100 East Winnemucca Blvd.  
Winnemucca, NV 89445**

IV. Signatures

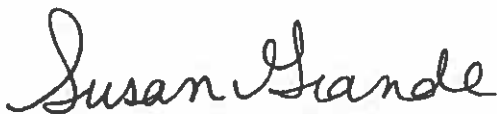
IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the last date written below.



JIM FRENCH, CHAIRMAN  
HUMBOLDT COUNTY, NEVADA  
50 West 5<sup>th</sup> Street  
Winnemucca, NV 89445



Date



For

KATHLEEN REHBERG, FIELD MANAGER

10.28.22

Date

Bureau of Land Management  
Humboldt River Field Office  
Winnemucca District  
5100 East Winnemucca Blvd.  
Winnemucca, NV 89445

Attachment A  
Cooperating Agency Participation in the WCRA Bridge and Trail Improvements  
EA

	EA Stage	Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of jurisdiction and expertise
1	Conduct scoping and identify issues	Identify coordination requirements based on CA plans; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Collect inventory data	Identify data needs; provide data and technical analyses within the CA's expertise.
3	Formulate alternatives	Collaborate with BLM in developing alternatives. Suggest management actions to resolve issues. <b>[Decision to select alternatives for analysis is reserved to the BLM.]</b>
4	Analyze effects of alternatives	Provide effects analysis within the CA's expertise; identify direct, indirect, and cumulative effects within the CA's expertise; suggest mitigation measures for adverse effects.
5	Internal/Cooperating Agency Review of Draft EA	Collaborate with BLM in evaluating alternatives. Provide input on Draft EA. The CAs may provide written, public comments on draft if desired.
6	Issue Draft EA	Review Preliminary EA and initiation of 30-day public comment period.
7	Respond to comments	As appropriate, review comments within the CA's expertise and, AS REQUESTED by BLM, assist in preparing BLM's responses.
8	Internal/Cooperating Agency Review of Final EA	Provide input on Final EA
9	30-day Protest Period	A CA that has provided information relevant to a protest may be asked for clarification.
10	FONSI and Decision Record	<b>[Action reserved to the BLM.]</b>

**Attachment B**  
**Preliminary/Anticipated Schedule**

	<b>EA Stage</b>	<b>Approximate Timeframe</b>
1	Conduct scoping and identify issues	By 9/20/2022
2	Collect inventory data	9/15-11/15/2022
3	Formulate alternatives	By 11/15/2022
4	Analyze effects of alternatives	Internal due date 1/5/2023
5	Internal/Cooperating Agency Review of Preliminary EA	1/5-1/15/2023
6	Issue Draft EA	1/20/2023
7	30-Day Public Comment Period	1/21-2/22/2023
8	Respond to comments	2/28/2023
9	Internal/Cooperating Agency Review of Final EA	3/8/2023
10	Issue Final EA	3/18/2023
11	30-Day Protest Period	Begin 3/27/2023
12	FONSI and Decision Record	3/22/2022



# HUMBOLDT COUNTY

50 W. 5<sup>th</sup> Street  
Winnemucca, Nevada 89445  
www.humboldtcountynv.gov

## AGENDA REQUEST FORM

**DATE:** January 25, 2023  
**TO:** County Commission  
**FROM:** County Manager Dave Mendiola  
**SUBJECT:** Farr West Transfer of Agreements with the County to DOWL (Humboldt Co. - General Services FY22; Humboldt Co - Grass Valley Sewer PER; Humboldt Co - Grass Vly Master Sewer/Wtr; Humboldt Co. - Public Works Yard Survey; Humboldt Co. - Building Services)

**REQUESTED AGENDA DATE:** February 6, 2023

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### **SUMMARY AND BACKGROUND:**

Farr West Engineering provides a variety of services to the County, including plan reviews, feasibility studies, surveying, construction management. Effective January 1, 2023 DOWL LLC (DOWL) and Farr West Engineering (Farr West) will complete a transition to effectively merge Farr West into DOWL. Effective January 1, 2023, Farr West wishes to transfer and novate its existing agreements to DOWL.

Farr West/DOWL are requesting the County's written consent to novate the contracts associated with the following projects, to DOWL, per the terms of the associated Professional Services contracts in place, Subcontracts, and/or any associated task orders:

Humboldt Co. - General Services FY22; Humboldt Co - Grass Valley Sewer PER; Humboldt Co - Grass Vly Master Sewer/Wtr; Humboldt Co. - Public Works Yard Survey; Humboldt Co. - Building Services

Farr West/DOWL request that an authorized signatory of HUMBOLDT COUNTY sign and return an executed copy of this writing per the instructions below. By signing below, HUMBOLDT COUNTY acknowledges the sufficiency of this notice and consents to the novation of the benefits and obligations of the Professional Service Contracts for projects herein. By countersigning this letter, you give consent to the novation of the agreements and will not exercise any termination or other right that exists under the agreements that arise solely by virtue of this merger or any claim of breach or default. Except as expressly set forth herein, this consent letter will not amend, modify, or otherwise affect the terms and conditions of the agreements which will remain in full force and effect.

### **WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:**

Farr West has now merged with DOWL and as such, all professional services previously provided by Farr West will be provided under DOWL LLC.

### **PREVIOUS ACTION:**

NA

**HAS DISTRICT ATTORNEY REVIEWED AGREEMENT/CONTRACT IF APPLICABLE:**

Yes.

**FISCAL IMPACT IF APPLICABLE:**

None

**RECOMMENDATION:**

Recommend to approve the letter giving the County's consent to the transfer and novating of existing agreements with Humboldt County from Farr West to DOWL.

**LIST SUPPORTING DOCUMENTS IF APPLICABLE:**

Letter of Consent

**POSSIBLE MOTION:**

Move to approve the letter giving the County's consent to the transfer and novating of existing agreements with Humboldt County from Farr West to DOWL.

County Manager,

Dave Mendiola

Assistant County Manager/  
Human Resources Director,

Abel del Real-Nava, eMBA,  
SHRM-SCP, IPMA-SCP

Humboldt County Courthouse  
50 West Fifth Street Room 205  
Winnemucca, Nevada 89445

# County Manager’s Office Humboldt County, Nevada



Date: February 6, 2023

Korey Derrick, Risk Management Specialist  
DOWL, LLC

*Via email: [kderrick@dowl.com](mailto:kderrick@dowl.com) with a copy to [risk@dowl.com](mailto:risk@dowl.com)*

**Subject: Letter of Consent to Novate Contracts associated with Humboldt County, Nevada -  
Humboldt Co. - General Services FY22; Humboldt Co - Grass Valley Sewer PER;  
Humboldt Co - Grass Vly Master Sewer/Wtr; Humboldt Co. - Public Works Yard Survey;  
Humboldt Co. - Building Services**

Dear Korey,

This letter is to provide you with Humboldt County, Nevada’s written consent to transfer and novate the contracts associated with the following projects, to DOWL, per the terms of the associated Professional Services contracts in place, Subcontracts, and/or any associated task orders:

***Humboldt Co. - General Services FY22; Humboldt Co - Grass Valley Sewer PER; Humboldt Co - Grass Vly Master Sewer/Wtr; Humboldt Co. - Public Works Yard Survey; Humboldt Co. - Building Services***

By signing this letter, the Humboldt Board of Commissioners acknowledges the sufficiency of this notice and consents to the novation of the benefits and obligations of the Professional Service Contracts for projects herein. By countersigning this letter, you give consent to the novation of the agreements and will not exercise any termination or other right that exists under the agreements that arise solely by virtue of this merger or any claim of breach or default. Except as expressly set forth herein, this consent letter will not amend, modify, or otherwise affect the terms and conditions of the agreements which will remain in full force and effect.

ACKNOWLEDGED, AGREED AND, WITH RESPECT TO THE NOVATION OF THE REFERENCED PROJECTS, CONSENTED:

BY (Signature): \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: Humboldt County Manager  
DATE: February 6, 2023