



Humboldt County Board of Commissioners
February 18, 2025 at 8:39 a.m.
Meeting Minutes

Those present were Chairman Mark Evatz (via Teams), Vice-Chairman Ron Cerri, Commissioners Ken Tipton, Jesse Hill and Paige Brooks, Chief Deputy District Attorney Anthony Gordon, County Manager Don Kalkoske and Clerk of the Board Tami Rae Spero.

CALL TO ORDER: Vice-Chairman Cerri called the regular meeting of the Commission to order at the regular place of meeting the Humboldt County Meeting Room, Courthouse, #201, Winnemucca, Nevada.

PLEDGE OF ALLEGIANCE: All present recited the Pledge of Allegiance.

PUBLIC COMMENT: Vice-Chairman Cerri asked for public comment. Natasha Ashby, one of the managing members of Flying High Investments aka Winnemucca Air Service, appeared before the Commission and offered public comment on an issue with renewal of their term for managing the airport (FBO); she noted a packet she has provided for inclusion in the record (see attached); she continued explaining that the Airport Board had approved a ten-year lease but then it went to the City Council and they recommended a five-year lease; she asked how to proceed to address the situation.

Christina Kenison appeared before the Commission and provided a handout relating to the City of Winnemucca continuing to exclude Humboldt County from jointly maintaining, operating and owning the Winnemucca Municipal Airport (see attached); she continued reading the cover letter and portions of the attachments included with the packet; she stated that the County is not being fairly represented and asked that something be done about it.

Debra Gay appeared before the Commission and provided a copy of her public comments (see attached) which she read.

Lisa Scott representing Integra Resources of Nevada appeared before the Commission and introduced herself and the company to the Commission.

Assessor Andy Heiser appeared before the Commission and offered public comments regarding issues/problems with the network and storage and asked the Commission to assist in addressing the problems and perhaps make some type of change in the department.

No further public comment offered.

APPROVAL OF MINUTES: Discussion and action on correction/approval of minutes for January 6, 2020; January 21, 2020 (Combined Regular and Retreat); February 3, 2020; February 26, 2020; March 2, 2020; March 19, 2020; April 6, 2020; April 14, 2020 (Special); April 20, 2020 and February 3, 2025. Vice-Chairman Cerri asked for corrections for the minutes as presented; none offered. Chairman Evatz and Commissioners Hill and Brooks noted that they would be approving as to form only for the minutes for

2020 as they had not been on the Commission at the time. After said disclosure the following motion was made by Commissioner Tipton and passed unanimously:

To approve all the minutes as read into the record as presented.

APPROVAL OF EXPENDITURES FOR HUMBOLDT COUNTY FOR FEBRUARY 3, 2025 THROUGH FEBRUARY 18, 2025: The following motion was made by Commissioner Brooks and passed unanimously:

To approve as presented.

WINNEMUCCA EVENTS CENTER: WCVA Director Kim Petersen appeared before the Commission.

EMPLOYEE APPRECIATION PROCLAMATION RECOGNIZING RAMON VACA FOR HIS SERVICE TO THE COUNTY: Consideration, discussion and possible approval for an Employee Recognition Proclamation recognizing Ramon Vaca for his contribution to the Ag District #3 and Humboldt County. Vice-Chairman Cerri read the proposed proclamation into the record. Vice-Chairman Cerri presented Ramon Vaca with a copy of said proclamation. Commissioner Tipton commented that Mr. Vaca is one of the best employees the County has ever had. The Commission offered thanks to Mr. Vaca. The following motion was made by Commissioner Tipton and passed unanimously:

To approve the Proclamation.

(Proclamation No. 02-18-25)

SIXTH JUDICIAL DISTRICT COURT: Sixth Judicial District Court Master Shane Bell and Juvenile Court Coordinator Eliana Sandoval appeared before the Commission.

REQUEST TO ACCEPT A COURT IMPROVEMENT COUNCIL SUB-AWARD GRANT: Consideration, discussion and possible acceptance of a Court Improvement Council (CIC) sub-award grant from the Nevada Administrative Office of the Courts in the amount of \$7,000.00. Coordinator Sandoval reviewed the request for the Commission. The following motion was made by Commissioner Tipton and passed unanimously:

To accept the Court Improvement Council Sub-Award Grant from the Nevada Administrative Office of the Courts in the amount of \$7,000.00.

PLEASANT SENIOR CENTER: Pleasant Senior Center Director Brandie Pettis appeared before the Commission.

PRESENTATION REGARDING THE REBRANDING OF THE CENTER'S TRANSIT FLEET: Pleasant Senior Center Director Brandie Pettis will present plans to rebrand the center's transit fleet by April 2025. Director Pettis reviewed the presentation for the Commission and a proposal to rebrand the current fleet to be "Humboldt County Public Transportation Operated by Pleasant Senior Center". Vice-Chairman Cerri asked if this would be available to all residents. Director Pettis confirmed that is the case and explained the

current issues created by the reference to the Senior Center on all vehicles; she discussed how the program is managed including what will become available. A question and answer period ensued.

COMPTROLLER: Comptroller Gina Rackley and Deputy Comptroller Weston Noyes appeared before the Commission.

2023-2024 AUDIT REPORT BY DRAKE, ROSE & ASSOCIATES - HUMBOLDT COUNTY AUDIT FINANCIAL

REPORT: Consideration, discussion and possible approval to accept the Humboldt County Financial Audit for the fiscal year ending June 30, 2024. Andree Rose and Tara Larson with Drake, Rose & Associates appeared before the Commission. Mrs. Rose reviewed the Independent Auditor's Report noting that this is an unmodified clean opinion; she continued reviewing the Financial Report. Mrs. Larson reviewed graphs depicting comparisons of ending cash balances for the funds, expenditures by funds and revenues by funds. Mrs. Rose continued reviewing the Financial Report including reporting significant issues including that actual expenditures in the intergovernmental function of the General Fund exceeded appropriations by \$1,148.00 an apparent violation of NRS 354.626, that actual expenses in the Self-Insurance Fund exceeded appropriations for operating and non-operating income in total by \$98,696.00, an apparent violation of NRS 354.626, actual expenses in the Television Fund exceed appropriations for operating and non-operating income in total by \$62,517.00, an apparent violation of NRS 354.626 and the Board of Commissioners not approving all minutes of their meetings within the latter of 45 days of the meeting or their next meeting, an apparent violation of NRS 241.035; she continued discussing various special funds and concerns; she reviewed the Financial Statement Findings including significant deficiencies with the timely remittance of restitution payments, grant management, completeness of balances and review of transactions, retention payable, controls over contracts and custody of assets. Mrs. Rose reviewed the final communication letter between the Auditor and the Commission (see attached copy). The following motion was made by Commissioner Hill and passed unanimously:

To approve the financial audit for the fiscal year ending on June 30, 2024.

Vice-Chairman Cerri recessed the meeting at 10:18 a.m. reconvening at 10:24 a.m.

FISCAL YEAR 2025- 2026 PROPERTY TAX RATE: 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 2025-2026 fiscal year. Included on the online agenda for review was a Staff Report detailing the request (see attached). Comptroller Rackley reviewed the data included in the Staff Report for the Commission via a power point presentation. Discussion ensued regarding the difference between going up 5-cents or 10-cents, the potential of increasing sales tax to share the load and what that would entail and the ability to make sure all residents share the load and issues with that. Chairman Evatz offered the

following notation that taxes have not been increased in twenty-years and that we are facing significant cost pressures within the County and have been for several years based on these findings he offered the following motion which passed unanimously:

To increase the taxes by 10 cents and that we look for another action around CTX.

FINANCIAL REPORT: Humboldt County Comptroller's Office will provide an overview of current conditions with respect to Humboldt County revenues and expenditures for fiscal year 2025 (July 1, 2024 through June 30, 2025). No report offered.

Vice-Chairman Cerri stated that the Commission would move to item 17 on the agenda as it is a public hearing which is time-specific.

VECTOR DISEASE CONTROL INTERNATIONAL: Micah Mendiola appeared before the Commission on behalf of Vector Disease Control international.

PRESENTATION ON THE 2025 MOSQUITO/BLACK FLY SEASON: Representatives from Vector Disease Control International (VDCI) will discuss the upcoming 2025 mosquito/black fly season. Mr. Mendiola provided a recap of 2024. Commissioner Hill noted his concerns with what has occurred. Commissioner Brooks offered comment on the improvements last year over the prior year. Commissioner Tipton noted issues with mosquitos. Mr. Mendiola responded. Commissioner Hill asked about the ability to have airplanes on standby. Mr. Mendiola responded. Commissioner Evatz offered comments on the ability to provide data to measure success. Mr. Mendiola responded. Discussion ensued. Discussion ensued regarding the types of treatments used and the products used.

TREASURER: Treasurer Rhona Lecumberry appeared before the Commission.

REQUEST TO APPROVE LETTER OF SUPPORT FOR AB133: Consideration, discussion and possible approval for a letter of support for AB133 which will establish a technology fund for County Treasurer Offices throughout the State and amends language to expand consumer protections. Treasurer Lecumberry reviewed the request for the Commission. Commissioner Tipton asked about communication with Legislators. Treasurer Lecumberry responded. The following motion was made by Commissioner Hill and passed unanimously:

To approve a letter of support for AB133 which will establish a technology fund for County Treasurer Offices throughout the State and amends language to expand consumer protections.

EMERGENCY MANAGER: Emergency Manager Carol Lynn appeared before the Commission.

REQUEST TO APPROVE CONTRACT FOR A PUBLIC INFORMATION OFFICER POSITION:

Consideration, discussion and possible approval for a contract to hire a Public Information Officer for the Emergency Management Program. The contract is with Joann Casalez on an "as needed" basis in an 02/18/2025

amount not to exceed \$50,000.00. Joann Casalez appeared before the Commission. Manager Lynn reviewed the request for the Commission. Commissioner Hill asked if there is a retainer or just as needed. Mrs. Casalez stated she is not charging a monthly retainer now. Commissioner Tipton asked if the amount is in the current budget. Manager Lynn stated no but explaining why it would be in another budget not hers. Vice-Chairman Cerri asked if the contract is the same as the prior contract. Manager Lynn stated she has not seen the prior contract but this contract has been reviewed by the District Attorney. Discussion ensued regarding the funding, the need to make sure that the communication is timely and that there is a plan b if she is not available. The following motion is made by Commissioner Brooks and passed unanimously:

To approve a contract to hire a Public Information Officer for the Emergency Management Program. The contract is with Joann Casalez on an "as needed" basis in an amount not to exceed \$50,000.00.

COOPERATIVE EXTENSION: Heather Nield, Humboldt County Extension Coordinator appeared before the Commission.

REQUEST TO UPDATE THE VOLUNTEER AND EVENTS SPECIALIST POSITION JOB DESCRIPTION: Consideration, discussion and possible approval to update the Volunteer and Events Specialist job description. Coordinator Nield reviewed the request for the Commission. The following motion was made by Commissioner Hill and passed unanimously:

To affirm the update to the Volunteer and events Specialist job description.

REQUEST TO WAIVE THE ATTRITION POLICY: Consideration, discussion and possible approval to waive the attrition policy to hire for the position of Volunteer and Events Specialist position. Coordinator Nield reviewed the request for the Commission. The following motion was made by Commissioner Hill and passed unanimously:

To approve waiving the attrition policy to hire for the position of Volunteer and Events Specialist position.

SOLIDUS RESOURCES: Joseph Martini, Vice-President of Government Affairs, Eric Doherty with Sunstone Environmental Solutions, a consultant and Jack McMahon, President of Solidus Resources appeared before the Commission.

AN UPDATE ON THE SPRING VALLEY MINE PROJECT: Representatives from Solidus Resources, LLC will provide an update on the Spring Valley Mine Project. Mr. Martini reviewed a power point presentation updating the Commission on the project. Mr. Martini answered questions put forth by the Commission.

ECONOMIC DEVELOPMENT-NV 95-80 RDA: Economic Development Officer Michelle Hammond-Allen appeared before the Commission.

REQUEST TO PARTNER WITH MAIN STREET MURALS & MUSIC FESTIVAL: Consideration, discussion and possible approval to partner with the 2025 Main Street Murals & Music Festival held May 29 - June 1, 2025. This request is for approval to paint a mural on the Humboldt County Library building. Tanner Ames with the Library and Shari A. Davis with the GOED Office (via Teams) appeared before the Commission. Officer Hammond-Allen reviewed a power point presentation for the Commission detailing the proposal. Mr. Ames and Ms. Davis offered comments in support of the proposal. Discussion ensued. Vice-Chairman Cerri asked how long the murals will last. Officer Hammond-Allen responded. Commissioner Brooks noted murals of this type across the country. Commissioner Hill noted concerns with placing ideas or opinions on public buildings and explained. Commissioner Tipton commented on the mural on the Convention Center. Commissioner Brooks suggested that all art does not have an opinion. Commissioner Evatz asked how the murals will be selected noting that he likes the idea but noting the need to navigate this in a way that meets the needs of our conservative rural community. Officer Hammond-Allen responded explaining what is being planned for approval but offering that the Commission can have final approval for county facilities if they would like. Vice-Chairman Cerri suggested that, if this is approved, the Library Board needs to approve it. Commissioner Hill noted concerns with maintenance of the painting and his concerns with liability for maintenance and such for public buildings. Discussion ensued including language for a possible motion. The following motion was made by Commissioner Brooks and passed with Vice-Chairman Cerri and Commissioners Tipton, Evatz and Brooks voting aye and Commissioner Hill voting nay:

To approve the painting of a mural on the Humboldt County Library with the contingency of approval by the Library Board of the painting.

NOTICE OF TRAVEL OUT OF STATE: Economic Development Officer Michelle Hammond-Allen will update the Board on future out-of-state travel. Officer Hammond-Allen notified the Commission of two conferences that she will be attending out of state. Commissioner Evatz asked about the funding for said travel. Officer Hammond-Allen responded. Discussion ensued regarding how the funding for the department is used, including GOED funding.

PLANNING: Senior Planning Technician Betty Lawrence appeared before the Commission.

10:00 A.M. PUBLIC HEARING: Vice-Chairman Cerri called the public hearing to order at 10:50 a.m.

REQUEST FOR ABANDONMENT SUBMITTED BY BARBARA JACOBSEN: Consideration, discussion, and possible approval for an Abandonment request submitted by Barbara Jacobsen to abandon a 30' x 1,876.06' easement recorded 4/29/1981 as File #212241; 30' x 1,420" Agricultural Easement recorded 1/16/1981 as File #10382. Assessor's parcel #10-0111-04, located at 4865 Jones Lane, Winnemucca, Nevada. Vice-Chairman Cerri read the title of the item sent to public hearing. Mrs. Lawrence reviewed

02/18/2025

the request for the Commission noting concerns voiced by the owner of parcel 15 as he would like to retain his 60' easement for potential future development, so her recommendation would be changed to abandoning 30' x 1419.65' for the northerly easement plus the agricultural easement to the south. Discussion ensued. Vice-Chairman Cerri asked for public comment. Tashie Iverson, one of the owners of parcel 14, offered public comment with concerns about access for other properties and asking if they can place a gate at the end of the cul-de-sac which can be opened by those who need to access, such as utilities. Mrs. Lawrence responded, stating typically no and offering comment as to her discussion with the owner of parcel 15; she continued noting issues with signage at the site relating to Cyanco and suggesting that signage be added that indicates that there is no outlet. Discussion ensued regarding the potential impact on parcels 14 and 15. No further public comment offered. The following motion was made by Commissioner Tipton and passed unanimously:

To approve an abandonment request submitted by Barbara Jacobson to abandon a 30-foot by 1,419.65-foot easement recorded for 4/29/1981 as file number 212241 and a 30-foot by 1,420-foot agricultural easement recorded 1/16/1981 as file number 10382; Assessor's parcel number 10-0111-04 located at 4865 Jones Lane, Winnemucca, Nevada.

(Order of Abandonment AH-25-01)

Commissioner Brooks asked about a change of signage as suggested by Mrs. Lawrence. Manager Kalkoske stated that he had noted it.

Vice-Chairman Cerri stated that the Commission would return to item 11 on the agenda at this time.

PUBLIC WORKS DEPARTMENT: Public Works Department Director Daniel Ferraro appeared before the Commission.

REQUEST TO AWARD BID FOR METER PURCHASE: Consideration, discussion and possible approval to award Western Nevada Supply the bid to purchase meters in an amount not to exceed \$220,752.78. Western Nevada Supply is the lowest responsive and responsible bidder for the meter purchase bid. A copy of a Staff Report detailing the project including quotes received from Western Nevada Supply, Four Point and Mechanical Systems was included on the online agenda for review (see attached). Director Ferraro reviewed the request for the Commission. The following motion was made by Commissioner Hill and passed unanimously:

To approve the award Western Nevada Supply the bid to purchase meters in an amount not to exceed \$220,752.78.

GENERAL ROAD PROJECTS: A presentation by Humboldt County Public Works Director Dan Ferraro 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. Director Ferraro reported on road work throughout the County including snow removal, road cover projects and the installation of material around some culverts. Director Ferraro continued reporting on what is occurring with the water districts including test hole boring for the Gold Country system and bringing new tie-ins online with the McDermitt system.

DETENTION CENTER AND FACILITY OPERATIONS: Sheriff's Office Captain Jeremy Peters and Buildings & Grounds Facilities Manager Adrian Gonzalez appeared before the Commission.

REQUEST TO PROPOSAL FOR EMERGENCY CLEANING AND INSPECTION: Consideration, discussion and possible approval of a proposal from Savage and Son in an amount not to exceed \$8,900 for an emergency inspection of the Detention Center's waste plumbing system. Captain Peters reviewed the request for the Commission. Manager Gonzalez offered comments. Discussion ensued. The following motion was made by Commissioner Hill and passed unanimously;

To approve a proposal from Savage and Son in an amount not to exceed \$8,900.00 for an emergency inspection of the Detention Center's waste plumbing system.

TECHNOLOGY SERVICES DEPARTMENT: Technology Services Director Mike DeTullio appeared before the Commission.

REQUEST TO HIRE FOR A TECHNICIAN POSITION: Consideration, discussion and possible approval to hire for the position of Technology Services Technician. The Technology Services Department has been evaluating the necessity of hiring a replacement for this vacancy. The attrition policy time period of 120 days has more than elapsed since this position was vacated. It has been determined that this vacancy has adversely affected the production and efficiency of the department as there are limited other staff members to share the responsibilities of this position, which serves primarily as the TV Technician but also works with the Technology Services Computer Systems (IT) and Communications Divisions. Director DeTullio reviewed the request for the Commission noting that this is a position that had previously been brought to the Board for a request of waiver which was denied so as the attrition period of 120 days has been exceeded, he is now requesting the ability to hire a position that will not be exclusively for the Television Department noting that in the next budget cycle the position is being removed from the TV Fund and included in the Technology Services budget. Discussion ensued regarding a prior reclassification in the Department and how that was addressed, the need for this position, the number of positions currently and previously in the department, whether Director DeTullio being present in the County would allow for this position to not be filled with his response being that it would not change the need for this position only related to the CSI project, concerns with the budget for this department including the status

of the communications project and its costs, the limitations on what can be paid for out of the Television Fund for employees as it is an enterprise fund, the ability to use this person in different aspects while paying them from another fund, the potential for additional departments using the IT Department, and positions that are not currently filled. Commissioner Evatz noted his concern with Director DeTullio working remotely and his hybrid method for managing the department including concerns that it is resulting in the need to hire more personnel due to an insufficient pool of resources: he continued noting his concerns with the comments made by Assessor Heiser during public comment and requested that Director DeTullio reach out to the Assessor before he leaves today to discuss the issue. Commissioner Brooks asked if the department has someone in mind for this position. Director DeTullio stated this would just be opening it up for hiring as they have no one in mind. Commissioner Hill asked for a comprehensive plan of how we take care of the TV District, how the cross budgets would work and fulfill the needs of the TV District without creating issues based on the information provided by the Comptroller; he stated he would like to see said plan before approving this though he does not disagree that the department needs help. Director DeTullio responded noting that, as he stated previously, for the remainder of this budget cycle this person will be doing TV work and come next year the comprehensive plan moving forward is that all of the techs will be Technology Services Technicians that can service all of the different divisions within the Department and, if there is TV specific work at that point, it will be billed to the TV District Fund. Commissioner Hill acknowledged the information. Based on a question from Commissioner Evatz, Director DeTullio explained how back charging to the TV Fund would occur with Comptroller Rackley offering comments as to the tracking capability of the payroll system. After discussion the following motion was made by Commissioner Hill and failed with Commissioners Hill and Brooks voting aye and Chairman Evatz, Vice-Chairman Cerri and Commissioner Tipton voting nay:

To hire for the position of Technology Services Technician.

MISCELLANEOUS REPORTS AND CORRESPONDENCE:

1. Other information and upcoming meetings: Vice-Chairman Cerri noted the following meetings - February 18, 2025 – Winnemucca City Council Meeting, March 3, 2025 – Humboldt County Board of Commissioners Meeting, March 4, 2025 – Winnemucca City Council Meeting, March 13, 2025 Regional Planning Commission Meeting, March 17, 2025 Humboldt County Board of Commissioners Meeting, March 18, 2025 Winnemucca City Council Meeting and March 24 & 25, 2025 Humboldt County Board of Commissioners Budget Meetings.

2. Reports from Commissioners regarding other Boards and Committees on which they serve: Commissioner Tipton reported on a NACO Legislative meeting and his attendance at the Financial 02/18/2025

Leadership Training offered by Allan Kalt. Commissioner Brooks noted her attendance at the same training and reported on an Airport Board meeting including a tour of the airport, a Museum Board meeting and a LEPC drill at HGH. No further reports offered.

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. Commissioner Hill asked if clarification could be obtained from outside counsel as to the airport agreements. Commissioner Brooks asked if perhaps City Attorney Maher and Manager Heiser could meet with the Commission to discuss this; she noted some confusion on items such as the lease agreement. Manager Kalkoske commented that what is needed is for our District Attorney to provide a legal opinion as to the County's role. Commissioner Tipton asked for information on the difference between the Airport and the commercial ground surrounding the airport. Vice-Chairman Cerri noted the need to work on the issues between the Assessor and IT; he continued noting information provided by the Auditor with the need for rate studies for the funds struggling. Commissioner Evatz asked for an update on the Communications project to include CSI and Director DeTullio being present. Manager Kalkoske noted the matter is scheduled in April. Commissioner Evatz asked about an update from Lithium. Manager Kalkoske responded noting an upcoming meeting in Orovada. No further items identified.

PUBLIC COMMENT: Vice-Chairman Cerri asked for public comment; none offered.

ADJOURNMENT: Vice-Chairman Cerri adjourned the meeting at 1:14 p.m.

ATTEST:  _____ APPROVED:  _____
Clerk Chairman

(Minutes approved by the Commission and signed by the Chairman on 03.03.2025)

Notice of Public Meeting
Humboldt County Board of Commissioners Regular Meeting
Tuesday, February 18, 2025
8:30 AM

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

FOR TELECONFERENCE OR VIDEO CONFERENCE ACCESS

Click here to join the meeting:
[Join the meeting now](#)

Or by phone: +1 775-446-0241, Conference ID: 139 353 012#

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 the 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. ROLL CALL
4. 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. 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.

5. APPROVAL OF MINUTES (POSSIBLE ACTION)

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 5, 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; January 21, 2025; and February 3, 2025. Discussion and possible action.

5.A) Minutes

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6. APPROVAL OF EXPENDITURES FOR HUMBOLDT COUNTY FOR FEBRUARY 3, 2025 THROUGH FEBRUARY 18, 2025 (POSSIBLE ACTION)
7. WINNEMUCCA EVENTS CENTER: EMPLOYEE APPRECIATION PROCLAMATION RECOGNIZING RAMON VACA FOR HIS SERVICE TO THE COUNTY (POSSIBLE ACTION)

Consideration, discussion and possible approval for an Employee Recognition Proclamation recognizing Ramon Vaca for his contribution to the Ag District #3 and Humboldt County. Discussion and possible action.

7.A) WEC - Proclamation

[Staff - Proclamation.pdf](#)

8. SIXTH JUDICIAL DISTRICT COURT: REQUEST TO ACCEPT A COURT IMPROVEMENT COUNCIL SUB-AWARD GRANT (POSSIBLE ACTION)

Consideration, discussion and possible acceptance of a Court Improvement Council (CIC) sub-award grant from the Nevada Administrative Office of the Courts in the amount of \$7,000. Discussion a possible action.

8.A) Sixth Judicial

[Sixth Judicial Request.pdf](#)

9. PLEASANT SENIOR CENTER: PRESENTATION REGARDING THE REBRANDING OF THE CENTER'S TRANSIT FLEET (INFORMATION ONLY)

Pleasant Senior Center Director Brandie Pettis will present plans to rebrand the center's transit fleet by April 2025. Information only.

9.A) Senior Center

[Senior Center Rebrand.pdf](#)

10. COMPTROLLER: 2023-2024 AUDIT REPORT BY DRAKE, ROSE & ASSOCIATES - HUMBOLDT COUNTY AUDIT FINANCIAL REPORT; FISCAL YEAR 2025-2026 PROPERTY TAX RATE (POSSIBLE ACTION); FINANCIAL REPORT (INFORMATIONAL ONLY)

- A. Consideration, discussion and possible approval to accept the Humboldt County Financial Audit for the fiscal year ending June 30, 2024. Discussion and possible action.
- B. 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 2025- 2026 fiscal year. Discussion and possible action.
- C. Humboldt County Comptroller's Office will provide an overview of current conditions with respect to Humboldt County revenues and expenditures for fiscal year 2025 (July 1, 2024 through June 30, 2025). Information Only.

10.A) Comptroller

[Staff Report Audit Presentation.pdf](#)

[Staff Report Tax Rate Change.pdf](#)

11. VECTOR DISEASE CONTROL INTERNATIONAL: PRESENTATION ON THE 2025 MOSQUITO/BLACK FLY SEASON (INFORMATION ONLY)

Representatives from Vector Disease Control International (VDCI) will discuss the upcoming 2025 mosquito/black fly season. Information only.

12. TREASURER: REQUEST TO APPROVE LETTER OF SUPPORT FOR AB133 (POSSIBLE ACTION)

Consideration, discussion and possible approval for a letter of support for AB133 which will establish a technology fund for County Treasurer Offices throughout the State and amends language to expand consumer protections. Discussion and possible action.

12.A) Treasurer

[Staff Report - Letter of Support for AB133.pdf](#)

13. EMERGENCY MANAGER: REQUEST TO APPROVE CONTRACT FOR A PUBLIC INFORMATION OFFICER POSITION (DISCUSSION AND POSSIBLE ACTION)

Consideration, discussion and possible approval for a contract to hire a Public Information Officer for the Emergency Management Program. The contract is with Joann Casalez on an "as needed" basis in an amount not to exceed \$50,000. Discussion and possible action.

13.A) Emergency Manager

[2-18-25 Staff Agenda - PIO contract.pdf](#)

14. COOPERATIVE EXTENSION: REQUEST TO UPDATE THE VOLUNTEER AND EVENTS SPECIALIST POSITION JOB DESCRIPTION; REQUEST TO WAIVE THE ATTRITION POLICY (POSSIBLE ACTION)

- A. Consideration, discussion and possible approval to update the Volunteer and Events Specialist job description. Discussion and possible action.
- B. Consideration, discussion and possible approval to waive the attrition policy to hire for the position of Volunteer and Events Specialist position. Discussion and possible action.

14.A) Cooperative Extension

[VES Job Description Agenda Request Form.pdf](#)

[Attrition Waiver Agenda Request Form.pdf](#)

15. SOLIDUS RESOURCES: AN UPDATE ON THE SPRING VALLEY MINE PROJECT (INFORMATION ONLY)

Representatives from Solidus Resources, LLC will provide an update on the Spring Valley Mine Project. Information only.

15.A) Solidus Resources Update

[24Feb18_HCC Agenda Request_SolidusSpringValley.pdf](#)

16. ECONOMIC DEVELOPMENT-NV 95-80 RDA: REQUEST TO PARTNER WITH MAIN STREET MURALS & MUSIC FESTIVAL (POSSIBLE ACTION); NOTICE OF TRAVEL OUT OF STATE (INFORMATION ONLY)

- A. Consideration, discussion and possible approval to partner with the 2025 Main Street Murals & Music Festival held May 29 - June 1, 2025. This request is for approval to paint a mural on the Humboldt County Library building. Discussion and possible action.
- B. Economic Development Officer Michelle Hammond-Allen will update the Board on future out-of-state travel. Information only.

16.A) Economic Development Travel Update

[25Feb18_MichelleHammondAllen_PDACTravel.pdf](#)

[25Feb18_NV9580_Main Street Murals & Music](#)

[Festival.pdf](#) [25Feb18_NV9580RDA_Travel Notification.pdf](#)

17. 10:00 A.M. PUBLIC HEARING: REQUEST FOR ABANDONMENT SUBMITTED BY BARBARA JACOBSEN (POSSIBLE ACTION)

Consideration, discussion, and possible approval for an Abandonment request submitted by Barbara Jacobsen to abandon a 30' x 1,876.06' easement recorded 4/29/1981 as File #212241; 30' x 1,420' Agricultural Easement recorded 1/16/1981 as File #10382. Assessor's parcel # 10-0111-04, located at 4865 Jones Lane, Winnemucca, Nevada. Discussion and possible action.

17.A) AH-25-01

[AH-25-01 Staff Report.pdf](#)
[2-18-20285.pdf](#)

18. PUBLIC WORKS DEPARTMENT: REQUEST TO AWARD BID FOR METER PURCHASE (POSSIBLE ACTION); GENERAL ROAD PROJECTS (INFORMATION ONLY)

- A. Consideration, discussion and possible approval to award Western Nevada Supply the bid to purchase meters in an amount not to exceed \$220,752.78. Western Nevada Supply is the lowest responsive and responsible bidder for the meter purchase bid. Discussion and possible action.
- B. A presentation by Humboldt County Public Works Director Dan Ferraro 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.

18.A) Public Works Meters

[Staff Report-Meter Purchase 2024-2025.pdf](#)

19. DETENTION CENTER AND FACILITY OPERATIONS: REQUEST TO PROPOSAL FOR EMERGENCY CLEANING AND INSPECTION (DISCUSSION AND POSSIBLE ACTION)

Consideration, discussion and possible approval of a proposal from Savage and Son in an amount not to exceed \$8,900 for an emergency inspection of the Detention Center's waste plumbing system. Discussion and possible action.

19.A) Detention Center Plumbing

[Detention Center Plumbing.pdf](#)

20. TECHNOLOGY SERVICES DEPARTMENT: REQUEST TO HIRE FOR A TECHNICIAN POSITION (POSSIBLE ACTION)

Consideration, discussion and possible approval to hire for the position of Technology Services Technician. The Technology Services Department has been evaluating the necessity of hiring a replacement for this vacancy. The attrition policy time period of 120 days has more than elapsed since this position was vacated. It has been determined that this vacancy has adversely affected the production and efficiency of the department as there are limited other staff members to share the responsibilities of this position which serves primarily as the TV Technician but also works with the Technology Services Computer Systems (IT) and Communications Divisions. Discussion and possible action.

20.A) TSD

[Agenda Request Form Template_2023 - TSD - Request to Hire TSD Tech - TV.pdf](#)

21. MISCELLANEOUS REPORTS AND CORRESPONDENCE

- 1. Other information and upcoming meetings

1. Other information and upcoming meetings

February 18, 2025 – Winnemucca City Council Meeting

March 3, 2025 – Humboldt County Board of Commissioners

Meeting March 4, 2025 – Winnemucca City Council Meeting

March 13, 2025 Regional Planning Commission Meeting

March 17, 2025 Humboldt County Board of Commissioners

Meeting March 18, 2025 Winnemucca City Council Meeting

March 24 & 25, 2025 Humboldt County Board of Commissioners Budget 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), Central Nevada Regional Water Authority (CNRWA), Western Interstate Region (WIR), Legislative Interim Land Council, Humboldt Development Authority (HDA), Winnemucca Visitors & Convention Authority (WCVA), Hospital Board, Humboldt Foundation, Humboldt County Elk Planning Steering Committee, Paradise Conservation District and the State Land Use Planning Advisory Council (SLUPAC).

22. 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.

23. PUBLIC COMMENT:

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 the 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. 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.

24. NOTICE:

The County Commission may close the meeting to receive information from legal counsel pursuant to Nevada Revised Statutes 241.015.

The public is welcome to attend the meeting electronically via Microsoft Teams or by appearing in person at the location at the time and date listed on the first page of this

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.

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.

25. ADJOURNMENT

CERTIFICATE OF POSTING

PLACES POSTED: Humboldt Co. Courthouse, 50 W. 5th St., Rooms 201, 205, & 207 at 9:00 A.M. By: MC

Humboldt County Website: <https://www.humboldtcountynv.gov> at _____ By: _____

State of Nevada Website: www.notice.nv.gov _____ A.M. By: _____

MEETING DATE: February 18, 2025
DATE POSTED: February 12, 2025 **POSTED BY:** MICHELLE COOK

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 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 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

USDA is an equal opportunity provider, employer, and lender.

HUMBOLDT COUNTY APN: 13-281-08 (portion)

SEND TAX STATEMENTS TO: GRANTEE

RECORDING REQUESTED BY AND RETURN TO:

O. Kent Maher, Esq.
P.O. Box 351
Winnemucca, Nevada 89446

NAME/ADDRESS OF PREPARER OF LEGAL
DESCRIPTION-LAST RECORDED INSTRUMENT:

N/A - lease tract

HUMBOLDT COUNTY, NEVADA
MARY ANN HAMMOND, RECORDER - O KENT MAHER
PAID \$29.00

LEASE AGREEMENT FIRST AMENDMENT

(Winnemucca Municipal Airport - Fixed Base Operator - Winnemucca Air Service)

THIS LEASE AGREEMENT FIRST AMENDMENT (the "Agreement") is made and entered into by and between:

LESSOR: WINNEMUCCA-HUMBOLDT AIRPORT BOARD
c/o City of Winnemucca
City Hall, 90 W. Fourth Street
Winnemucca, Nevada 89445

LESSEE: RANDY L. McCOY
a single man, individually and dba WINNEMUCCA AIR SERVICE
7900 Airport Road
Winnemucca, Nevada 89445

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RECITALS:

A. Lessor is a joint Board created by the County of Humboldt ("County") and the City of Winnemucca ("City") to govern the Winnemucca Municipal Airport ("Airport") owned by the County and City and located approximately seven (7) miles southwest of the City of Winnemucca.

B. Lessor and Lessee's predecessor in interest entered into a Lease Agreement effective June 1, 1994 and recorded June 22, 1994 as File No. 349840, in Book 334, at Page 427 of the Official Records of Humboldt County, Nevada granting Lessee's predecessor in interest certain rights in and to a portion of the property at the Winnemucca Municipal Airport (the "Lease Agreement"), which was renewed pursuant to the June 1, 2004 Lease Agreement Renewal recorded October 12, 2004 as File No. 2004-5355 of the Official Records of Humboldt County, Nevada (the "Lease Agreement Renewal").

C. Lessee's predecessor in interest assigned to Lessee, and Lessee assumed from Lessee's predecessor in interest, all the right, title and interest of, in and to the Lease Agreement

O. KENT MAHER Attorney at Law P.O. Box 351 Winnemucca, Nevada 775.623.5277
kent@winnemuccalaw.com

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and Lease Agreement Renewal pursuant to the October 4, 2004 Lease Assignment/Assumption Agreement recorded October 12, 2004 as File No. 2004-5363 of the Official Records of Humboldt County, Nevada (the "Lease Agreement Assignment").

D. Lessor and Lessee mutually desire to amend the terms of the Lease Agreement and Lease Agreement Renewal in accordance with the terms of this Lease Agreement First Amendment.

WITNESSETH:

In consideration of the payments, covenants and agreements herein, it is mutually agreed as follows:

1. **GRANT OF LEASE.** Lessor leases, demises and lets exclusively unto Lessee and Lessee hires and takes from Lessor, subject to the provisions hereof and for the purposes described in this Agreement and for no other purpose whatsoever, the real property (the "Leased Premises") situate at the Airport and more particularly described as:

(a) Approximately 24,800 square feet of area commencing at the Southeast corner of LT6 as shown on the Parcel Map and Record of Survey for the City of Winnemucca within the S1/2 of Section 15, T.35N., R.37E., M.D.B.&M., filed March 9, 1984 as File No. 238809 in the Official Records of Humboldt County, Nevada (the "Parcel Map"); thence S 21°41'55" W 30.00 feet to the true point of beginning; thence S 34°00'00" E 141.99 feet to a point; thence S 56°00'00" W 133.81 feet to a point; thence N 34°00'00" W 191.56 feet to a point; thence N 56°00'00" E 100.00 feet to a point; thence S 68°18'05" E 60.00 feet to the true point of beginning.

Said parcel encompassing all of LT4 and a portion of LT1 as shown on the Parcel Map, and as more particularly shown on the sketch described as **Exhibit "B"** attached hereto and incorporated by reference.

(b) The hangar building, the 40' x 60' shop, the 40' x 40' office with restroom, the well and pump, and any improvements appurtenant to the tie-down area. ✓

(c) Aviation fuel and jet fuel storage and pumping facilities, consisting of tanks ✓ and two (2) pumps.

Concomitant with the grant of the lease, Lessee shall have the non-exclusive right and privilege of ingress, egress and parking over, upon and across the driveways and parking areas on the surrounding and adjacent property of Lessor; provided, however, Lessor reserves the right to use or permit any other person or entity to use for any purpose such portions of the surrounding and adjacent property of Lessor.

The grant of lease is made subject to restrictions and conditions of record, to any and all easements and rights-of-way, and to any and all outstanding interests and rights in and underlying the Leased Premises.

O. KENT MAHER Attorney at Law P.O. Box 351 Winnemucca, Nevada 775.623.5277
kent@winnemuccalaw.com

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Lessor shall have the right, at Lessor's sole discretion and at Lessor's expense, to relocate or cause to be relocated to another location at the Winnemucca Municipal Airport any improvement on the Leased Premises upon thirty (30) days written notice to Lessee.

Nothing in this agreement shall be construed as granting to Lessee an exclusive right or an exclusive license within the meaning of the Federal Airport Act or any other law or regulation.

2. **TERM.** The tenancy for the Leased Premises granted Lessee shall be for a period of ten (10) years and seven (7) months commencing June 1, 2004 and continuing until December 31, 2014 unless extended, terminated, forfeited or surrendered as provided herein. Whenever obligations or covenants in this Agreement are defined to be effective with the phrases "of the term", "during the term", "during the term hereof" or other similar type phrase, such definition of the term shall include any extension term, renewal term or holding over.

3. **CONDITIONAL RENEWAL.** Lessee shall have the right of renewing the Leased Premises tenancy for one (1) renewal term of ten (10) years beginning at the expiration of the initial term; provided, however, such right is expressly conditioned upon Lessor and Lessee agreeing to a payment sum for the renewal term or Lessee acceptance of the payment terms, all as provided in section 4(b) of this Agreement. Lessee shall give notice of the desire to lease the Leased Premises for a renewal term by notice in writing to Lessor not later than six (6) months prior to the termination of the initial term, unless such notice requirement is waived by Lessor.

4. **PAYMENT.**

(a) Payment for lease of the Leased Premises shall be as follows:

(1) the sum of TWO HUNDRED DOLLARS (\$200.00) per month commencing June 1, 2004 and continuing on or before the first day of each and every succeeding month to and including December 1, 2005;

(2) the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) per month commencing January 1, 2006 and continuing on or before the first day of each and every succeeding month to and including December 1, 2009;

(3) the sum of THREE HUNDRED DOLLARS (\$300.00) per month commencing January 1, 2010 and continuing on or before the first day of each and every succeeding month to and including December 1, 2014; and

(4) the sum of TWO CENTS (\$0.02) per gallon of fuel sold by Lessee as the fixed base operator at the Winnemucca Municipal Airport. Lessee shall purchase fuel at the posted tank wagon prices and shall sell retail fuel at a price which is competitive with other airports in the state of Nevada of a comparable size to the Winnemucca Municipal Airport.

(b) If Lessee desires to renew the tenancy for a renewal term as provided in section 3 of this Agreement, the payment for the renewal term shall be in such sum as Lessor and Lessee shall agree prior to the commencement of the renewal term; provided, however, if Lessor and

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Lessee fail to agree upon a payment sum for the renewal term prior to the commencement thereof and Lessee desires to continue to lease the Leased Premises, then Lessee's tenancy and this Agreement shall continue with the payment for the lease of the Leased Premises as follows:

(1) the sum of THREE HUNDRED FIFTY DOLLARS (\$350.00) per month commencing January 1, 2015 and continuing on or before the first day of each and every succeeding month to and including December 1, 2019;

(2) the sum of FOUR HUNDRED DOLLARS (\$400.00) per month commencing January 1, 2020 and continuing on or before the first day of each and every succeeding month to and including December 1, 2024; and

(3) the sum of TWO CENTS (\$0.02) per gallon of fuel sold by Lessee as the fixed base operator at the Winnemucca Municipal Airport. Lessee shall purchase fuel at the posted tank wagon prices and shall sell retail fuel at a price which is competitive with other airports in the state of Nevada of a comparable size to the Winnemucca Municipal Airport.

5. SERVICES PROVIDED BY LESSEE.

(a) Lessee shall furnish, at a minimum, the following services as a Fixed Base Operator:

(1) An office with an attendant to provide services during normal business hours seven (7) days per week to provide:

- (a) aviation and civil information;
- (b) aviation fuel for aircraft;
- (c) aircraft oil and grease;
- (d) clean restroom facilities; and,
- (e) other service facilities for the public.

(2) A residence on the Leased Premises, which may be a manufactured home, for permanent full time occupancy by Lessee; provided, however, Lessee does not have to occupy the residence if the prior written consent of Lessor is obtained.

(3) Aviation fuel of the following types:
(a) 100 octane fuel; and,
(b) jet fuel.

(4) Routinely used aircraft parts for sale, and larger or less frequently used aircraft parts within a reasonable time by ordering.

(5) Systems approved by the Federal Aviation Administration and/or the Federal Communications Commission for radio communications with aircraft, including Unicom and CTAF.

(6) Logging services for communications for aircraft.

(7) The required routine airport facility inspections in accordance with the

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requirements of the Winnemucca Municipal Airport Certification Manual, using the FAA Attachment 327-1 "Safety Inspection Checklist" as amended and updated from time to time. Lessor shall pay Lessee the sum of TWO HUNDRED DOLLARS (\$200.00) per month for the safety and inspection services provided at the Winnemucca Municipal Airport.

(8) Notification to the Humboldt County Sheriff's Office Dispatch if a potential or actual emergency exists and Lessee has been notified by:

- (a) the FAA Specialist on duty;
- (b) the pilot of any affected aircraft;
- (c) the aircraft operator or representative; or
- (d) the City Manager of the City of Winnemucca.

(9) Snow removal from general aviation ramps and hangar areas at such time as the City of Winnemucca provides the necessary snow removal equipment and fuel to operate the equipment. Assistance with snow removal from the runways and taxiways.

(10) Services for maintaining the tie-downs in the tie-down areas and all aircraft tied down.

(b) Lessee may furnish the following services as a Fixed Base Operator, depending on the demand for such services and the ability of Lessee to provide the same without incurring economic loss:

(1) A part-time A & P aircraft mechanic, qualified and certified by the Federal Aviation Administration, who shall be available to serve the public at the airport by appointment.

(2) An aircraft maintenance and service facility equipped and adequate to provide efficient and dependable servicing of aircraft equal to the scope and extent of services and to standards of quality provided by airports of comparable traffic and use in the state of Nevada.

(3) A Flight Training School sufficient to provide a certified Flight Training Instructor to offer private pilot licensing for single engine ratings.

(4) Aircraft rental to licensed pilots.

(5) Aircraft charter services.

Lessee may charge a reasonable charge for the attendance and services rendered by Lessee in connection with the parking and tying down of private aircraft, and for any services rendered to the public or private individuals by Lessee; however, Lessee shall maintain accurate records of all business transactions of Lessee authorized herein, and such records shall be made available to Lessor upon request.

6. **UTILITIES AND SERVICES.** The Leased Premises have electricity, gas, water, telephone service and a septic system which are available for Lessee's use, at Lessee's sole cost

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and expense. Lessor shall continue to make available the electricity, gas, water, telephone service and septic system; however, Lessor shall have no obligation to procure or provide any other utilities or services to the Leased Premises.

Lessee shall be responsible for procuring and paying for all utilities and services furnished to the Leased Premises for Lessee's benefit during the term, including without limitation: electricity, gas, water, sewer, hot water, heat, light, outdoor lighting, air conditioning, garbage removal, janitorial services, cleaning services and telephone and communication services.

7. MAINTENANCE AND REPAIRS. Lessor shall: (i) be responsible for and perform the replacement and major maintenance and repair of the Leased Premises improvements, fixtures and appurtenances; (ii) provide the materials for maintenance and repair of the Winnemucca Municipal Airport runway lights, the beacon, wind socks, navigational aids, signs, lighting and other safety devices which are subject to routine inspection by the Lessee, and Lessor shall be responsible for and perform all major maintenance and repair to such devices; and, (iii) be responsible for the normal routine maintenance of the pavement taxiways adjacent to the Leased Premises, including snow removal, sweeping and debris removal. Lessor shall endeavor to undertake any required replacement, maintenance and repair within a reasonable time period; however, Lessor is not responsible for damages suffered by Lessee as result of failure or delay of Lessor or a third party to perform such replacement, maintenance or repair.

Lessee shall be responsible for and perform: (i) the minor maintenance and repair of the Leased Premises improvements, fixtures and appurtenances; (ii) the minor maintenance and repair of the Winnemucca Municipal Airport runway lights, the beacon, wind socks, navigational aids, signs, lighting and other safety devices which are subject to routine inspection by Lessee; and, (iii) all maintenance and repair to Lessee's property stored, kept or maintained at the Leased Premises. Lessee shall perform the maintenance and repair required by this Agreement in a prompt manner. Lessee shall not have the right to perform repairs or maintain the Leased Premises or any adjacent improvements for or on behalf of Lessor, and Lessee waives all right to make repairs or perform maintenance on or about the Leased Premises at Lessor's expense.

Lessor reserves the right to enter onto or into the Leased Premises and any improvements constructed thereon at reasonable times to inspect them, to perform any maintenance or repair Lessor reasonably deems necessary (although there is no such requirement upon Lessor), or to make additions or alterations to any part of the Leased Premises, and Lessee shall permit Lessor to do so. In connection with such alterations, additions or repairs, Lessor may conduct or perform any activity without any obligation to reduce Lessee's rent during such period and without incurring any liability to Lessee for disturbance of quiet enjoyment of the premises or loss of occupation thereof; provided, however, Lessor shall endeavor to conduct such activities in a manner to avoid unreasonable interference with Lessee's use and occupancy of the Leased Premises.

For purposes of this Agreement, "major maintenance and repair" is maintenance and repair having a total labor and costs of one hundred dollars (\$100.00) or more; and, "minor maintenance and repair" is maintenance and repair having a total labor and costs of less than one hundred dollars (\$100.00).

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8. **IMPROVEMENTS.** Lessee may, with the prior written consent of Lessor, construct any improvements to the Leased Premises necessary or required to carry out the purposes for which Lessee has leased the Leased Premises. Any improvements or work undertaken on the Leased Premises shall be performed in a workmanlike manner in accordance with all applicable governmental and other regulations and requirements, including building codes and development standards, and shall not lessen the value of the Leased Premises. Any changes, improvements or alterations shall become a part of the Leased Premises and shall, except as provided herein, become property of Lessor.

On termination of the tenancy without default, Lessee has the right to remove Lessee's improvements, trade fixtures, furniture, equipment, shelving, lighting, counters and cabinets installed on the Leased Premises if no irreparable damage to the Leased Premises results and if any damage does result therefrom it must be repaired by Lessee upon removal at Lessee's expense.

On termination of the tenancy for default, Lessee has no right to remove any of Lessee's improvements, trade fixtures, furniture, equipment, shelving, lighting, counters and cabinets installed on the Leased Premises until Lessor receives payment or adequate assurance of payment for any damages resulting from the default or for any damage to the Leased Premises that may result from removal of such improvements, fixtures or property.

Any removal of improvements by Lessee shall be completed prior to or at termination of the tenancy, and any such improvements, fixtures or property still on the Leased Premises after termination of the tenancy shall become the property of Lessor.

9. **TAXES.** Lessee shall pay all personal property taxes and assessments levied on the goods, machinery, equipment, fixtures, improvements or personal property kept, maintained, stored or sold on the Leased Premises.

10. **INSURANCE.** Lessee shall not use the Leased Premises in any manner, even if for the purposes for which the premises are leased, that will increase risks covered by any policy of insurance of Lessor applicable to the Leased Premises, or increase the premium rates of such insurance, or cause cancellation of any insurance policy covering the Leased Premises. Lessee shall not keep on the Leased Premises or permit to be kept, used or sold thereon anything prohibited by any policy of insurance covering the Leased Premises.

Lessee shall procure and maintain in force at Lessee's expense during the term: (i) fire, casualty and extended coverage insurance with vandalism and malicious mischief endorsements for the replacement cost of Lessee's improvements, trade fixtures, furnishings, equipment, inventory and personal property contents upon the Leased Premises, naming Lessor as an additional insured or loss payee, to the extent Lessor's interest may apply; and, (ii) comprehensive general liability insurance for both bodily injury and property damage. The comprehensive general liability insurance coverage shall be adequate to protect against liability for damage claims through public or other use and arising from accidents or events occurring on, in or around the Leased Premises with not less than \$1,000,000 combined single limit liability for each occurrence and shall cover: (i) automobile liability; (ii) airport operations; (iii) property

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damage; (iv) hangar keeper's liability; (v) aircraft liability for each aircraft owned, rented or leased back by Lessee; and, (vi) aircraft passenger liability for passengers of Lessee's owned, rented or leased back aircraft. Such insurance shall provide coverage for the contingent liability of Lessor, the City of Winnemucca, the County of Humboldt and their employees, agents, servants, guests, invitees, licensees and representatives on such claims or losses.

Proof of the Lessee's required insurance coverage shall be provided to Lessor prior to or upon the commencement of the lease term and not less frequently than annually thereafter, and upon request by Lessor. Lessee shall obtain a written obligation from Lessee's insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such insurance. In the event Lessee fails to maintain any required insurance during the term, Lessor may procure and pay for the necessary insurance and Lessee shall repay Lessor the sum of the premium payment within thirty (30) days after notice of the payment.

Lessee shall comply at Lessee's sole cost and expense with applicable federal, state and local laws and regulations pertaining to the procurement and maintenance of any other kind of insurance coverage applicable to Lessee or Lessee's use of the Leased Premises.

11. USE OF PREMISES. The Leased Premises are to be used solely by Lessee for: (i) operating an aircraft repair and maintenance shop, including storage and parking of aircraft; (ii) selling new and used aircraft, aircraft parts and accessories; (iii) operating flights for shuttle, courtesy, testing, training, inspection, emergency, charter sightseeing and any other legally allowed reason; (iv) transporting, loading and unloading persons, cargo and property to and from the airport; and, (v) any other use related thereto, including but not limited to, storage of aircraft accessories and supplies for the maintenance and servicing of aircraft, and Lessee shall restrict the use thereof and not use or permit the use of the Leased Premises for any other purpose without first obtaining the written consent of Lessor.

12. LESSOR RIGHT OF FIRST REFUSAL. If at any time during the term Lessee receives a bona fide offer acceptable to Lessee from a third party to purchase the improvements of Lessee on the Leased Premises, Lessee shall give written notice to Lessor setting forth the price and terms and a copy of the offer from the third party. Within sixty (60) days after mailing of the written notice from Lessee to Lessor, Lessor may elect, by written notice given to Lessee by Lessor, to purchase Lessee's interest in the improvements of Lessee on the Leased Premises on the terms and conditions specified in the original notice to Lessor from Lessee. If Lessor gives notice that Lessor does not elect to purchase in such manner or if Lessor fails to elect to purchase in such manner within the limiting period of time, Lessee shall then and thereafter be free to sell to the third party making the offer in accordance with the terms and conditions of the offer, subject to the conditions and requirements set forth in this Agreement; provided, however, if for any reason the improvements of Lessee on the Leased Premises are not sold to the third party, notice of any subsequent bona fide offer acceptable to Lessee shall be given to Lessor upon the same terms and conditions for acceptance and rejection as provided in this section.

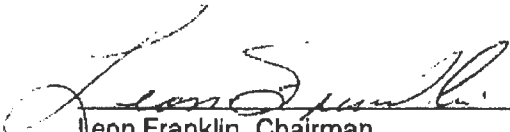
13. GENERAL PROVISIONS. The general provisions attached hereto as Exhibit "A" are made a part of this Agreement and are incorporated herein by reference.



IN WITNESS WHEREOF, the undersigned execute this Agreement on the date opposite their respective signatures.

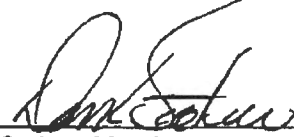
LESSOR:

WINNEMUCCA-HUMBOLDT AIRPORT BOARD



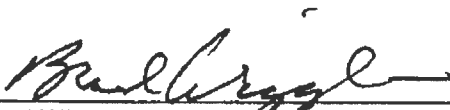
Leon Franklin, Chairman

Date: 4/12/06, 2006



Don Stoker, Member

Date: 4/10/06, 2006



Brad Wigglesworth, Member

Date: 4/10/06, 2006



Steve Gaffian, Member

Date: 4/10/06, 2006



Philip Garis, Member

Date: April 10, 2006

LESSEE:

WINNEMUCCA AIR SERVICE



Randy L. McCoy

Date: 4-10-06, 2006

HUMBOLDT COUNTY, NEVADA
MARY ANN HARMOND, RECORDER - O KENT MAHER
PAID \$29.00

04/18/2006 #2006-2522
01:37:29PM 9 OF 16

COPY

STATE OF NEVADA,)
COUNTY OF HUMBOLDT.) ss.

On March 12, 2006, **D. STEPHEN WEST** personally appeared before me, whom I know to be the person who signed this jurat of a subscribing witness while under oath, and swears that he was present and witnessed **LEON FRANKLIN, DON STOKER, BRAD WIGGLESWORTH, STEVE GALLIAN and PHILIP GARIS**, as the Chairman and Members of the **WINNEMUCCA-HUMBOLDT AIRPORT BOARD**, and **RANDY L. MCCOY**, individually and dba as **WINNEMUCCA AIR SERVICE** sign their names to the foregoing Lease Agreement Renewal document.



D. Stephen West

SUBSCRIBED AND SWORN to before me on this 12th day of March, 2006
by **D. STEPHEN WEST**.



Notary Public 7/11/06
Commission expires



HUMBOLDT COUNTY, NEVADA
MARY ANN HAMMOND, RECORDER - O KENT MAHER
PAID \$29.00

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10 OF 16

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EXHIBIT "A"
TO
LEASE AGREEMENT
GENERAL PROVISIONS

A. **ACKNOWLEDGMENT.** Lessee acknowledges that: (i) this Agreement was prepared by an attorney employed by Lessor; (ii) Lessee has read this Agreement and is fully aware of the contents of this Agreement; (iii) Lessee has had, or has had the opportunity to have, the terms and provisions of this Agreement explained to Lessee and Lessee is aware of the binding legal effect of this Agreement; and, (iv) Lessee has been advised and has had the opportunity to seek independent legal advice concerning the terms and conditions of this Agreement prior to execution.

B. **AMENDMENT.** Any change, amendment or modification of this Agreement shall be ineffective unless in writing signed and acknowledged by both parties.

C. **APPLICABLE LAW.** The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Nevada.

D. **ASSIGNMENT.** Lessee's interest in this Agreement or in the Leased Premises is not assignable by operation of law or otherwise, and Lessee shall not assign, sublease or transfer Lessee's interest in or to this Agreement or the Leased Premises or any part thereof or any right or privilege connected therewith or allow any other person except Lessee's agents and employees to occupy the Leased Premises or any part thereof without first obtaining Lessor's written consent, which consent shall not be unreasonably withheld; however, upon Lessee's default of payment of Lessee's loan obligation with a commercial lender having a security interest in Lessee's personal property situated on the Leased Premises, Lessee may assign Lessee's interest in this Agreement and the Leased Premises to such lender. One consent by Lessor shall not be a consent to a subsequent assignment, sublease or transfer to, or by, the same or other persons or entities. Lessee's assignment, sublease or transfer of Lessee's interest in this Agreement or the Leased Premises, except as authorized herein, shall be void and shall terminate this Agreement and Lessee's tenancy at Lessor's option.

E. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns. The individual partners, if Lessee is a partnership, or the individual associates, if Lessee is a business association, or the individual managers/members, if Lessee is a limited liability company, or the individual stockholders, if Lessee is a corporation, shall be jointly and severally liable for all obligations of Lessee pursuant to this Agreement. Nothing in this section shall be construed as a consent by Lessor to any assignment by Lessee of the tenancy of this Agreement or any interest in the tenancy or this Agreement.

F. **COMPLIANCE WITH LAW.** Lessee shall comply with all federal, state and local laws and regulations applicable to the Lessor, the City of Winnemucca and the County of Humboldt that relate and apply to the operation, maintenance and use of the Airport, including the Assurances required by public agency sponsors for Airport Improvement Program projects administered through the U.S. Department of Transportation Federal Aviation Administration, insofar as such Assurances are applicable to Lessee or Lessee's operations on the Leased Premises and laws pertaining to equal access and employment opportunities, such as 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 & 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991 and the Americans with Disabilities Act of 1990, and laws pertaining to non-discrimination because of race, color, religion, age, sex, sexual preference, national origin, veteran's status or disability (including AIDS and related conditions).

G. **CONSTRUCTION.** The section headings, captions and titles are for convenience only and shall not be used in interpreting the terms of this Agreement. Whenever the construction of this Agreement so 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 of construction against the drafting party shall not apply to the interpretation and/or enforcement of this Agreement.

H. **COSTS AND FEES.** In the event that either party institutes a suit against the other party, either directly by complaint or by way of cross complaint, including a cross complaint for indemnity, for alleged negligence, error, omission or other failure to perform, or for declaratory relief, or to enforce or interpret the provisions of this Agreement,

HUMBOLDT COUNTY, NEVADA
MARY ANN HANMON, RECORDER - 5 KENT MAHER
PAID \$29.00

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HUMBOLDT COUNTY, NEVADA
MARY ANN HARMOND, RECORDER - 0 KENT MAHER
PAID \$29.00

04/19/2006
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#2006-2327
12 OF 16

and if instituting party fails to obtain a judgment in its favor, the lawsuit is dismissed, or if judgment is rendered for the other party, the instituting party agrees to pay the other party all costs including the other party's fees incurred for notices of default, negotiation, settlement, trial, appeal after trial, reasonable attorney's fees, expert witness fees, court costs and any and all other expenses of defense. Such payment shall be made immediately following dismissal of the case or upon entry of judgment. If the instituting party is the prevailing party, then the prevailing party shall be entitled to reasonable attorney's fees, which fees shall be set by the court in the action, and to any other costs assessed by the Court, including but not limited to fees incurred for notices of default, negotiation, settlement, trial, or appeal after trial, expert witness fees, court costs and any and all other expenses of defense.

I. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

J. **DEFAULT.** Lessee shall be in default under this Agreement: (i) when Lessee has breached or failed to pay, observe or perform any of the covenants and obligations of the Lessee herein; or (ii) when Lessee has made any misstatements in connection with this Agreement; or (iii) if Lessee defaults on payment of Lessee's loan obligation with a commercial lender having a security interest in Lessee's personal property situated on the Leased Premises; or (iv) upon insolvency of the Lessee, appointment of a receiver for any of the property of Lessee, assignment for the benefit of creditors of Lessee or the commencement of any proceeding in bankruptcy or insolvency by or against Lessee or against any surety for Lessee; or (v) when Lessee has abandoned or vacated the Leased Premises for a period of thirty (30) consecutive days or more without the consent in writing of Lessor.

If Lessee is in default, Lessor may give Lessee written notice of the default, specifying the details of the same. Lessee shall have thirty (30) days after mailing the notice of default within which to remedy the default described therein, or with respect to a default which cannot be cured by payment of money, to commence action in good faith to remedy such default. Unless Lessee cures the default or commences action to cure, the tenancy and this Agreement may be terminated at the option of Lessor by giving written notice of termination. The notice of termination when mailed by Lessor shall conclusively extinguish all rights of Lessee under this Agreement. Upon termination of the tenancy and this Agreement by sending notice of termination, Lessor is entitled to immediate possession of the Leased Premises. No act of Lessor shall be construed as terminating the tenancy and this Agreement except written notice by Lessor to Lessee advising termination.

K. **DEFINITIONS.** The term "Lessee" includes Lessee's officers, directors, stockholders, managers, members, partners, associates, employees, agents, passengers, guests, patrons, customers, invitees or licensees and, when the context so requires, shall include all or any of such persons. The term "Lessor" includes Lessor's officers and members and, when the context so requires, shall include the City of Winnemucca and the County of Humboldt, their respective governing boards, employees and agents.

L. **DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES.** Lessee may enter upon and take immediate possession of the Leased Premises and have the exclusive and quiet possession thereof any time after the commencement of the lease term.

Except as otherwise provided herein, Lessor makes no warranties or representations the Leased Premises are in a fit condition for the uses which Lessee has leased such premises. Lessee's taking possession of the Leased Premises upon commencement of the lease term shall constitute Lessee's acknowledgment the premises are in a good state of repair, in a proper condition and fit for the purposes for which Lessee has leased the property.

Upon any termination of the tenancy, Lessee shall surrender the Leased Premises to Lessor in the same condition as when Lessee took possession, allowing for ordinary wear and tear, obsolescence and damage from the elements, fire, acts of God or other casualty. Lessee shall be responsible for removing all Lessee's improvements placed on the Leased Premises by Lessee before redelivery of the premises to Lessor and Lessee shall remove any waste or residue products resulting from Lessee's use of, or activities on, the Leased Premises and Lessee shall restore the portion of the premises on which they were placed in the same condition as before their placement.

M. **DISPUTE RESOLUTION.** Any question, disagreement, controversy, claim or dispute relating to this Agreement shall be the subject of informal discussions between Lessee and a representative of Lessor. If no agreement can be reached between Lessee and Lessor's representative, the matter will be submitted to the Airport Board for resolution. If Lessee is dissatisfied with the decision of the Airport Board, the parties shall attempt to settle by informal mediation using a mediator agreed upon by the parties; provided, however, in the event mediation is unsuccessful or if the parties do not agree on a mediator, then settlement shall be by arbitration in accordance with the Uniform Arbitration Act in effect in Nevada or, in the alternative, in accordance with the rules of the American Arbitration Association then in effect. Lessor and Lessee agree to be bound by the results of such arbitration. No

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action or suit may commence: (i) unless the arbitration does not occur; or, (ii) within sixty (60) days after service of notice that dispute resolution has occurred but did not resolve the dispute (unless a statute of limitation would elapse if suit is not filed prior to sixty (60) days after service of notice). Each party shall pay their respective costs of dispute resolution under this Section, except for costs of a mediator or arbitrator which shall be split equally between the parties.

N. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding between the parties concerning the Leased Premises.

O. **ESTOPPEL INSTRUMENT.** Upon the written request of any mortgage lender, Lessor or Lessee, as the case may be, shall execute and deliver to the mortgage lender requesting the same a certificate executed in recordable form stating: (i) whether or not this Lease Agreement is in full force in effect; (ii) the date on which this Lease Agreement will terminate; (iii) whether or not this Lease Agreement has been modified or amended in any way and attaching a copy of such modification or amendment; (iv) whether or not there are any existing defaults under this Lease Agreement to the knowledge of the party executing the certificate and specifying the nature of such defaults, if any; (v) the status of the lease payments; and, (vi) any other facts regarding the operation of this Lease Agreement which the mortgage lender may reasonably request.

P. **HAZARDOUS SUBSTANCES.** Lessee shall not use, store or permit any contaminants or hazardous substances on the Leased Premises without the prior written consent of Lessor, except those contaminants or hazardous substances required for Lessee's authorized use of the Leased Premises and such quantities of hazardous substances generally recognized appropriate for the normal use and maintenance of the Leased Premises. Lessee shall use and/or store any permitted contaminants or hazardous substances on the Leased Premises in compliance any applicable federal, state or local laws, regulations or ordinances, and Lessee shall permit Lessor to monitor such compliance, by entry to the Leased Premises, without assumption of any liability by Lessor or without any obligation to so monitor. Upon notice to Lessee of any violation, citation or warning (a "deficiency") of any such law, regulation or ordinance, Lessee shall: (i) provide Lessor with a copy of the notice, (ii) cure the deficiency within fifteen (15) days after notice thereof, and (iii) provide Lessor with proof of the cure of the deficiency.

If any contaminants or hazardous substances are found to exist on or in or under the Leased Premises during the term or after the term and the presence of such contaminants or hazardous substances is determined to have been caused by Lessee during Lessee's tenancy and occupancy of the Leased Premises, the Lessee shall be solely responsible for payment of all damages (meaning all damages, claims, liabilities, losses and expenses incurred in testing, investigation and any resulting cleanup of contaminants or hazardous substances to bring the Leased Premises in full compliance with all applicable laws and regulations, including fines, judgments and costs including, but not limited to, all sums paid for attorney's fees, consultant fees and settlement of claims) due to the presence of contaminants or hazardous substances on the Leased Premises from and after the effective date of this Agreement until the end of the lease term. Lessee shall indemnify and hold harmless the Lessor from all damages incurred by Lessor because of Lessee's failure to perform any of the provisions of this section of this Agreement. Notwithstanding any covenant to the contrary elsewhere in this Agreement, Lessee's obligations under this section shall survive the termination of the tenancy and this Agreement.

"Hazardous substances" includes oil, flammable explosives, asbestos, PCB's, petroleum and petroleum products, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated, or polluting materials, substances, or wastes, including, without limitation, any "Hazardous Substances", "Hazardous Wastes," "Hazardous Materials" or "Toxic Substances" as such terms are defined in the Federal Resource Conservation and Recovery Act of 1976, Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, Federal Clean Air Act (1986), Federal Water Pollution Control Act, Federal Clean Water Act of 1977, Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978, Federal Toxic Substances Control Act (1986), Federal Safe Water Drinking Act, all as have or may be amended from time to time, and in any other similar law, ordinance, rule, regulation or order promulgated by the federal, state or local government, or any governmental entity having jurisdiction over the property or the parties to this Agreement.

Q. **HOLDING OVER.** Any holding over after the expiration of the term with the consent of Lessor shall be construed to be a tenancy from month to month and shall otherwise be under the terms and conditions herein specified so far as applicable.

R. **INDEMNITY.** Lessee shall assume all risk and shall release, protect, defend, indemnify and save Lessor harmless from and against all liability, claims, causes of action, losses, costs and expenses for any and all personal injuries to or deaths of persons whomsoever and any and all loss or destruction or damage to property whatsoever,

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HUMBOLDT COUNTY, NEVADA
MARY ANN HAYMOND, RECORDER - 0 KENT MAHER
PAID \$29.00

04/18/2006 #2006-2327
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including those arising by reason of or attributable to: (i) the use, storage, release, threatened release, discharge, disposal or presence of hazardous substances, hazardous wastes or contaminants (meaning any hazardous materials, wastes or constituents or toxic substances or materials or any other materials, substances, constituents or wastes subject to environmental or other regulations under any applicable federal, state or local law, regulation or ordinance now or hereafter in effect) in, on or about the Leased Premises, resulting from, caused by, or arising out of, or in any way connected with the Lessee's use of the Leased Premises or adjacent or surrounding areas or any means of ingress thereto or egress therefrom suffered or sustained by Lessee; (ii) the death or injury of any person or persons, including Lessee, or the damage or destruction from any cause, including jet blast, of any property, including property owned by Lessee, and caused or allegedly caused by the condition of the Leased Premises, or caused by the acts or omissions of a third party, including users of the Airport, or caused by some act or omission of Lessee or of some contractor, servant, subtenant or concessionaire of Lessee, on the Leased Premises; (iii) any work performed on the Leased Premises or materials furnished to the Leased Premises at the instance or request of Lessee; and, (iv) Lessee's failure to perform any provision of this Agreement or to comply with any requirement of law or any requirement imposed on Lessor or the Leased Premises by any duly authorized governmental agency or political subdivision. Lessee's obligations under this section shall survive the termination of the tenancy and this Agreement.

S. **LIABILITY LIMITATION.** Lessor does not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Liability of the Lessor shall not be subject to punitive damages.

T. **LICENSE/PERMITS.** Lessee shall be responsible for procuring and maintaining all business and other licenses and permits required of Lessee by federal, state and local laws and regulations.

U. **LIENS/NOTICES OF NON-RESPONSIBILITY.** Lessee shall keep the Leased Premises free and clear of all encumbrances for labor or work performed and materials or supplies furnished at the request of Lessee or for Lessee's use or benefit during the term. Lessee shall pay all indebtedness and liabilities incurred by or for Lessee which may or might become a lien, charge or encumbrance; provided, however, Lessee need not release or discharge any such lien, charge or encumbrance so long as Lessee is contesting the same. Lessee shall hold Lessor harmless from all costs, loss or damage arising from Lessee's operation, occupancy or use of the Leased Premises resulting in a lien, charge or encumbrance thereon.

Lessor may at any time during the term or from time to time and as often as Lessor deems necessary, record a Notice of Non-Responsibility in the Official Records of Humboldt County, Nevada informing all persons the Leased Premises are not subject to liens of laborers, materialmen or others for labor or materials furnished to Lessee for Lessee's operation on and use of the Leased Premises. Lessee shall notify Lessor immediately of the commencement of any work or labor upon and/or materials furnished to the Leased Premises to enable Lessor to properly and timely record a Notice of Non-Responsibility.

V. **NON-LIABILITY FOR DAMAGES.** Lessor shall not be liable during the term for liability or damage claims for property damage or for injury to persons including Lessee, Lessee's employees, agents, passengers, guests, patrons, invitees and licensees from any cause related to Lessee's occupancy and use of the Leased Premises.

W. **NOTICES.** Any notice, request or demand or other communication required or permitted to be given hereunder, 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 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, 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.

X. **PROPER AUTHORITY.** Lessee represents and warrants that the individual or officer executing this Agreement on behalf of Lessee has full power and authority to enter into this Agreement.

Y. **RECITALS.** 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.

Z. **TERMINATION.** The tenancy shall be terminated without default: (i) at the expiration of the term; (ii) by mutual written agreement of Lessor and Lessee upon the terms and conditions specified therein; (iii) in the event all

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HUMBOLDT COUNTY, NEVADA
MARY ANN HARMOND, RECORDER - O KENT MAHER
PAID \$29.00

04/18/2006 #2006-2327
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or part of the Leased Premises become subject to a law, regulation or other requirement imposed by the federal or state government or any agency thereof having proper authority (specifically excluding any government or agency under the authority of Lessor or the City of Winnemucca or the County of Humboldt) which does not allow Lessee to continue to use the Leased Premises for the purposes granted herein; (iv) in the event a writ of attachment or writ of execution is levied against Lessee's interest in the Leased Premises or any improvements of Lessee thereon and it is not satisfied or discharged within thirty (30) days from and after the date of levy or execution; (v) if for any reason the purpose of this Agreement is frustrated or otherwise substantially impaired or obstructed by any event, occurrence or circumstance outside the control of both Lessor and Lessee; or, (vi) upon Lessor receiving from Lessee a notice of abandonment of the Leased Premises.

On any termination of the tenancy or this Agreement, Lessee shall quit the Leased Premises. Any termination of the tenancy or this Agreement howsoever caused shall be entirely without prejudice to the rights of Lessor then accrued hereunder.

AA. SEVERABILITY. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

BB. SIGNS. Lessee shall not erect, construct, place, maintain or permit to be erected, constructed, placed or maintained signs, awnings, marquees or other structures on the Leased Premises or attached to or projecting from the exterior of any improvement or building on the Leased Premises without Lessor's written consent. Any sign allowed on Leased Premises shall comply with all requirements of any governmental authority with jurisdiction.

CC. USE OF AIRPORT. Lessee shall have the use in common with other authorized users to use the Winnemucca Municipal Airport landing fields, roadways, runways, exit ways, taxi ways, sewage and water facilities, floodlights, landing lights and any other appurtenance or accessory for the convenience of flying, landing and takeoff of the aircraft at Winnemucca Municipal Airport.

DD. WORK PERFORMANCE. All activities carried on and work performed by Lessee and Lessee's employees and agents with respect to the Leased Premises shall be done in accordance with good and accepted practices. Lessee shall comply with all applicable federal, state and local laws and regulations pertaining to the Leased Premises and property in effect during the term.

EE. WAIVER. Any waiver under this Agreement must be in writing and signed by the party against whom the waiver is sought to be enforced.

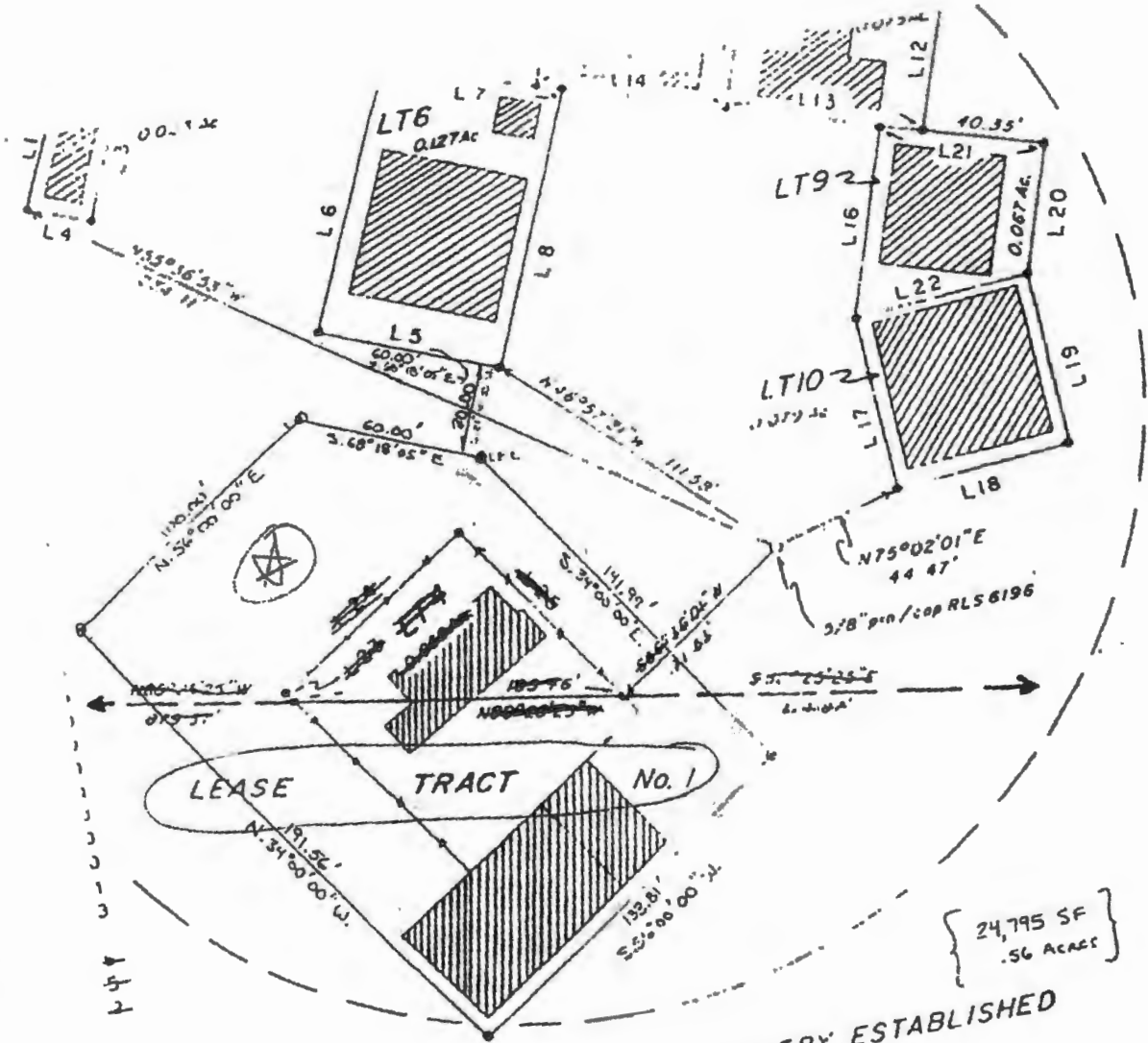
FF. WASTE. Lessee shall not commit or allow to be committed any waste on the Leased Premises, create or allow any nuisance to exist on the Leased Premises or use or allow the Leased Premises to be used for any unlawful purpose.

GG. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each and every part thereof.



COPY

EXHIBIT "B" page -1-



DETAIL OF LEASE TRACTS HEREBY ESTABLISHED

04/18/2006 16 OF 16
#2006-2527 01:37:29PM

HUMBOLDT COUNTY, NEVADA
MARY ANN HAWKINS, RECORDER - O KENT MAHER
PAID \$29.00

HUMBOLDT COUNTY APN: 13-281-08 (portion)

SEND TAX STATEMENTS TO: N/A

RECORDING REQUESTED BY AND RETURN TO:

O. Kent Maher, Esq.
P.O. Box 130
Winnemucca, Nevada 89446

NAME/ADDRESS OF PREPARER OF LEGAL
DESCRIPTION-LAST RECORDED INSTRUMENT:

N/A - lease tract

File
A 600
T #1
FBO

LEASE ASSIGNMENT/ASSUMPTION AGREEMENT

(Winnemucca Municipal Airport--Fixed-Base Operator--McCoy (Winnemucca Air Service)--Flying High)

THIS LEASE ASSIGNMENT/ASSUMPTION AGREEMENT is made effective as of the
20th day of June, 2008 by and between the following parties:

ASSIGNOR: RANDY L. MCCOY
a single man, individually and dba WINNEMUCCA AIR SERVICE
7900 Airport Road
Winnemucca, Nevada 89445

ASSIGNEE: FLYING HIGH INVESTMENTS, LLC
a Nevada limited liability company
7300 West Rose Creek Road
Winnemucca, Nevada 89445

WITNESSETH: For valuable consideration, the receipt whereof is hereby acknowledged, the Assignor hereby assigns, sells, transfers and sets over to the Assignee, all of Assignor's right, title and interest of, in and to the following lease agreement (the "Lease Agreement"), more particularly described as follows, to-wit:

The *Lease Agreement First Amendment* effective June 1, 2004 by and between WINNEMUCCA-HUMBOLDT AIRPORT BOARD, as Lessor, and RANDY L. MCCOY, as Lessee, for certain rights in and to a portion of property at the Winnemucca Municipal Airport. The June 1, 2004 *Lease Agreement First Amendment* was recorded April 18, 2006 as File No. 2006-2327 of the Official Records of Humboldt County, Nevada.

TO HAVE AND TO HOLD, all of the right, title and interest of the Assignor of, in and to said Lease Agreement unto the Assignee, its successors and assigns forever.

THIS AGREEMENT FURTHER WITNESSETH: The Assignee accepts the assignment

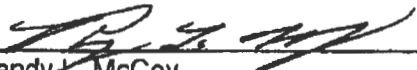
as set forth above and does agree to assume, be responsible for and pay all remaining liability for the Lease Agreement payments and any other required payment or other obligations of the Assignor in and to the Lease Agreement and Assignee does further agree to be bound by and to perform all the covenants of the Lease Agreement required to be performed by Lessee at the time and in the manner provided in the Lease Agreement and to save the Assignor free and harmless from any and all obligations, liabilities and payments thereon.

IN WITNESS WHEREOF, the undersigned execute this instrument effective as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

FLYING HIGH INVESTMENTS, LLC



Randy L. McCoy



Cranfill A. High, Managing Member



Carol M. High, Managing Member



2008 7298

CONSENT TO ASSIGNMENT/ASSUMPTION

The undersigned WINNEMUCCA-HUMBOLDT AIRPORT BOARD, the Lessor of the leased premises described in the Lease Agreement set forth above, does consent to the assignment by RANDY L. MCCOY of all of his interest as Lessee of, in and to the Lease Agreement unto FLYING HIGH INVESTMENTS, LLC, provided that FLYING HIGH INVESTMENTS, LLC, as the Assignee and substituted Lessee under the Lease Agreement, assumes all remaining obligations and liability for performance of the covenants and payments due under the Lease Agreement and further provided that the written consent of the undersigned, its successors and assigns, is required prior to the subsequent assignment to, or assumption by, another person or entity of the obligations, liabilities and payments due under the Lease Agreement.

The undersigned, as the Lessor under the Lease Agreement, further reaffirm and republish the agreement to be bound by all the covenants and duties imposed on the undersigned by the Lease Agreement.

IN WITNESS WHEREOF, the undersigned execute this instrument effective as of the day and year first above written.

WINNEMUCCA-HUMBOLDT AIRPORT BOARD



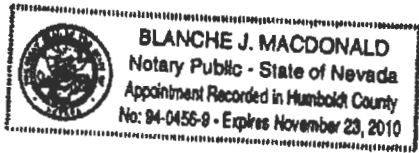
Leon Franklin, Chairman

FILED BY MARY ANN HAMMOND, RECORDER, HUMBOLDT COUNTY, NEVADA, 08/08/2008

2008 7296

STATE OF NEVADA,)
COUNTY OF HUMBOLDT.) ss.

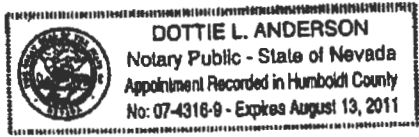
This instrument was acknowledged before me on August 6, 2008 by
RANDY L. MCCOY, individually and dba as WINNEMUCCA AIR SERVICE.



Blanche J. Macdonald 11/23/10
Notary Public Commission expires

STATE OF NEVADA,)
COUNTY OF Humboldt.) ss.


This instrument was acknowledged before me on August 7th, 2008 by
CRANFILL A. HIGH and CAROL M. HIGH, as the Managing Members of FLYING HIGH
INVESTMENTS, LLC.



Dottie L. Anderson 8/13/2011
Notary Public Commission expires

O. KENT MAHER
ATTORNEY AT LAW
33 WEST FOURTH STREET
P.O. BOX 130
WINNEMUCCA, NEVADA 89446
TEL: (775) 623-5277 FAX: (775) 623 2468
EMAIL: KENT@WINNEMUCCALAW.COM

MEMORANDUM

TO: City Manager
FROM: City Attorney 
DATE: July 19, 2016
RE: Flying High Investments, LLC lease renewal agreement

Attached for the above referenced matter is a fully executed and acknowledged duplicate original January 1, 2015 *Lease Renewal Agreement (Winnemucca Municipal Airport - Fixed Base Operator - Flying High Investments, LLC)*. The document was recorded July 19, 2016 as File No. 2016-02398 of the Official Records of Humboldt County, Nevada.

The original document should be placed in a permanent file maintained by the City.

If you have any questions, please contact me. Thank you.

OKM/lp
Attachment

xc: Airport Board

HUMBOLDT COUNTY APN: 3537-15-300-005 (portion)

SEND TAX STATEMENTS TO: N/A

RECORDING REQUESTED BY AND RETURN TO:

O. Kent Maher, Esq.
P.O. Box 130
Winnemucca, Nevada 89446

NAME/ADDRESS OF PREPARER OF LEGAL
DESCRIPTION-LAST RECORDED INSTRUMENT:

HUMBOLDT COUNTY, NV

2016-02398

516 00

07/19/2016 04:41 PM

O KENT MAHER

Pgs=3



00010674201600023980030036

DEBORAH A. ENGSTROM, RECORDER

N/A - lease tract

The undersigned affirm there is no Social Security number contained in this document

LEASE RENEWAL AGREEMENT

(Winnemucca Municipal Airport - Fixed Base Operator - Flying High Investments, LLC)

THIS LEASE RENEWAL AGREEMENT (the "*Renewal Agreement*") is made and entered into effective as of January 1, 2015 by and between:

LESSOR: WINNEMUCCA-HUMBOLDT AIRPORT BOARD
c/o City of Winnemucca
City Hall, 90 W. Fourth Street
Winnemucca, Nevada 89445

LESSEE: FLYING HIGH INVESTMENTS, LLC
a Nevada limited liability company
7300 West Rose Creek Road
Winnemucca, Nevada 89445

RECITALS:

A. Lessor granted certain lease rights in and to a portion of the property at the Winnemucca Municipal Airport pursuant to the *Lease Agreement First Amendment* effective June 1, 2004 and recorded April 18, 2006 as File No. 2006-2327 of the Official Records of Humboldt County, Nevada (the "*Agreement*").

B. The *Agreement* was assigned to Lessee pursuant to the June 20, 2008 *Lease Assignment/Assumption Agreement* recorded August 8, 2008 as File No. 2008-7296 of the Official Records of Humboldt County, Nevada.

C. Section 3 of the *Agreement* grants Lessee the conditional right to renew the lease and the *Agreement* for one (1) additional ten (10) year term beginning at the expiration of the term of the *Agreement*, that is, December 31, 2014, upon terms and conditions then agreed to by Lessor and Lessee.

O. KENT MAHER Attorney at Law P.O. Box 130 Winnemucca, Nevada 775.623.5277
kent@winnemuccalaw.com

D. Lessee gave timely notice of the desire to renew the lease and the *Agreement* for one (1) additional ten (10) year term and Lessor and Lessee have agreed upon the terms and conditions of the renewal as set forth herein.

WITNESSETH:

In consideration of the payments, covenants and agreements herein set forth, it is mutually agreed as follows:

1. **RENEWAL OF LEASE-AGREEMENT.** Lessor grants to Lessee an additional ten (10) year lease under the *Agreement* on the terms and conditions set forth herein.

2. **EFFECTIVE DATE-TERM.** The effective date of this *Renewal Agreement* and commencement of the term is January 1, 2015, which continues for ten (10) years until December 31, 2024.

3. **PAYMENT.** Payment for the lease of the Leased Premises shall be:

(a) the sum of THREE HUNDRED FIFTY DOLLARS (\$350.00) per month commencing January 1, 2015 and continuing on or before the first day of each and every succeeding month to and including December 31, 2024; and,

(b) the sum of TWO CENTS (\$0.02) per gallon of fuel sold by Lessee as the fixed base operator at the Winnemucca Municipal Airport. Lessee shall purchase fuel at the posted tank wagon prices and shall sell retail fuel at a price which is competitive with other airports in the state of Nevada of a comparable size to the Winnemucca Municipal Airport.

4. **EFFECT OF RENEWAL.** Except as expressly modified or amended herein, the June 1, 2004 *Lease Agreement First Amendment* and each and every provision thereof shall in all other respects remain in full force and effect.

IN WITNESS WHEREOF, the undersigned execute this *Renewal Agreement* as of the effective date above written.

LESSOR:

LESSEE:

WINNEMUCCA-HUMBOLDT AIRPORT BOARD

FLYING HIGH INVESTMENTS, LLC

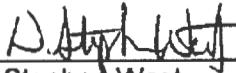
Leon Franklin, Chairman

Carol High, Managing Member

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STATE OF NEVADA,)
COUNTY OF HUMBOLDT.) ss

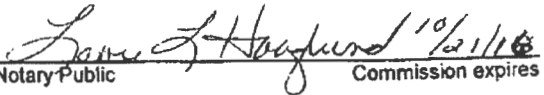
On July 18, 2016 **D. STEPHEN WEST** personally appeared before me, whom I know to be the person who signed this jurat of a subscribing witness while under oath, and swears that he was present and witnessed **LEON FRANKLIN**, as the **Chairman of the WINNEMUCCA-HUMBOLDT AIRPORT BOARD**, and **CAROL HIGH**, as a **Managing Member of FLYING HIGH INVESTMENTS, LLC**, sign their names to the foregoing document.



D. Stephen West

SUBSCRIBED AND SWORN to before me on this 18 day of July, 2016
by **D. STEPHEN WEST**.





Notary Public Commission expires

JOINT AIRPORT AGREEMENT

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THIS AGREEMENT made this 6th day of ~~June~~ ^{July}, 1964, by and between the CITY OF WINNEMUCCA, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and HUMBOLDT COUNTY, also a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY,"

W I T N E S S E T H:

WHEREAS, the CITY OF WINNEMUCCA has heretofore acquired title or leasehold interest in and to land upon which has been constructed runways and taxiways for use as an airport, all of which have been and now are leased to the FEDERAL AVIATION AGENCY and its predecessors;

AND WHEREAS, it appears imminent that the Lease to the FEDERAL AVIATION AGENCY shall be terminated in the near future and the airport shall then revert to the City;

AND WHEREAS, the maintenance and operation of the airport is necessary to the welfare and economy of the CITY and COUNTY and the burden thereof should be borne proportionately to the benefits realized between the taxpayers of the CITY and the taxpayers of the COUNTY; now, therefore, pursuant to Nevada Revised Statutes 496.220, the parties agree as follows:

The CITY and COUNTY shall jointly maintain, operate and own the airport and its facilities, heretofore known as the WINNEMUCCA MUNICIPAL AIRPORT located approximately five (5) miles southwest of the CITY of WINNEMUCCA upon the following terms and conditions:

1. JOINT AIRPORT BOARD:

There is hereby created the WINNEMUCCA-HUMBOLDT AIRPORT BOARD which shall consist of three (3) members. Two (2) shall be residents and taxpayers within the CITY OF WINNEMUCCA

1 and one (1) shall be a resident and taxpayer within the COUNTY OF
2 HUMBOLDT, but outside of the CITY OF WINNEMUCCA. The CITY members
3 shall be appointed by the MAYOR of the CITY OF WINNEMUCCA with the
4 approval of the CITY COUNCIL and their initial term of appointment
5 shall be for two (2) years. Commencing July 1, 1966, and continuing
6 thereafter, one CITY member shall be appointed for two (2) years
7 and one for four (4) years. The COUNTY member shall be appointed
8 by the BOARD OF COUNTY COMMISSIONERS OF HUMBOLDT COUNTY for a term
9 of four (4) years. In each case, the term of appointment shall end
10 June 30 of the second or fourth year, or until his successor has
11 been duly appointed.

12 No member of the BOARD shall receive compensation for his
13 services unless such compensation is approved by concurrent
14 resolution of the CITY and COUNTY.

15 2. OFFICERS:

16 The Joint Board shall choose its own officers con-
17 sisting of a chairman and vice-chairman who shall serve as such
18 officer for a term of one (1) year.

19 3. POWERS AND DUTIES:

20 The Board shall have the powers granted to joint
21 boards under the Municipal Airport Act, NRS 496.230; which powers
22 may be exercised by a majority or two (2) members which shall con-
23 stitute a quorum for the transaction of business. It shall be the
24 Board's duty to exercise the above-granted powers with the
25 objective of providing the CITY and COUNTY with adequate public
26 airport facilities.

27 4. MEETINGS:

28 The Board shall hold a regular monthly meeting to
29 conduct the business of the airport on the second Monday of each
30 month at Council Chambers, Nixon Hall, in Winnemucca; and special

1 meetings may be called by the chairman upon twelve (12) hours
2 notice to the members.

3 5. BOARD FUND:

4 For the purpose of providing the Board with moneys
5 for its necessary expenditures in carrying out the provisions of
6 this Agreement, there is hereby created a CITY-COUNTY AIRPORT FUND
7 which shall be maintained by the CITY. All revenues from the
8 airport facilities received after July 1, 1964, including gasoline
9 tax refunds, shall be received by the CITY and deposited in such
10 fund. In addition thereto, there shall be deposited in the fund
11 by the CITY and COUNTY, such amounts, as shall have been received
12 by them severally from tax revenue, as provided for in the respec-
13 tive annual budgets. The CITY and COUNTY shall provide in their
14 respective budgets such sums as they shall concurrently agree is
15 proper to carry out the provisions of this Agreement so that the
16 CITY shall provide sixty per cent (60%) and the COUNTY forty per
17 cent (40%) thereof.

18 Expenditures from the fund shall be made by order of the
19 Board endorsed upon a duly verified CITY voucher form and presented
20 to the City Council. Such expenditures shall be limited to con-
21 tracts or purchases, as to bidding, as is now, or may hereafter be
22 imposed upon the City Council; and shall not exceed the amounts or
23 items contained in the airport budget.

24 6. OWNERSHIP OF FACILITIES:

25 All land, improvements and facilities now owned or
26 hereafter acquired by the Joint Board, shall be the property of the
27 CITY so long as the same is used for public airport purposes and
28 managed by joint agreement of the CITY and COUNTY. In the event
29 of abandonment of property or facilities for airport purposes, or
30 the disposal thereof by sale or otherwise, or in the event of the

1 termination of joint operation thereof, all land, facilities and
2 improvements acquired after the effective date hereof shall be
3 appraised by a board of three (3) appraisers, one appointed by the
4 CITY, one by the COUNTY, and a third by those thus appointed. The
5 CITY shall pay to the COUNTY, from the proceeds of the sale upon
6 receipt thereof, or within one year after abandonment or termina-
7 tion of this Agreement forty per cent (40%) of the net proceeds of
8 sale or the appraised value of property acquired after July 1,
9 1964, and after payment of all indebtedness of the joint venture.

10 So long as all proceeds of any such disposal, or the
11 property remains under the control of the Joint Board and is held
12 or used to acquire or improve other airport facilities available to
13 residents of the COUNTY, the property shall not be deemed disposed
14 of or abandoned.

15 7. AMENDMENT:

16 This Agreement may be amended by concurrent resolu-
17 tion of the governing bodies of the CITY and COUNTY.

18 IN WITNESS WHEREOF, the parties by resolution of their
19 governing bodies have caused these presents to be signed on the
20 date first above written.

21 CITY OF WINNEMUCCA

22 By John A. Smith
23 Mayor

24 ATTEST:

25 Marquise E. Norway
CITY CLERK

26 BOARD OF COUNTY COMMISSIONERS
27 OF HUMBOLDT COUNTY

28 By Frank Kuyshen
Chairman

29 ATTEST:

30 Gracere Bell
COUNTY CLERK

-4-

RECORDED 12-17-64
BK 7 Pg 441 FR 1

1 Summary: Amends Joint Airport Agreement
2 CONCURRENT RESOLUTION

3 The City Council of the City of Winnemucca and the Board
4 of County Commissioners of Humboldt County, Nevada do concurrently
5 resolve as follows, to-wit:

6 That certain Joint Airport Agreement entered into on July
7 6, 1969 is hereby amended to by adding a new Section numbered 7 and
8 renumbering existing Section 7 as Section 8, the two sections to
9 read as follows:

10 7. Veto power of City Council and County Commissioners on
11 Airport Board action. Any action taken by the Airport Board shall not
12 take effect or become final until the expiration of thirty (30) days
13 after the Clerk of the City Council and the Clerk of the County Com-
14 missioners have each received a copy of the record of the meeting at
15 which such action was taken. During this thirty (30) day period the
16 City Council or Board of County Commissioners may by resolution veto
17 such action, and if so vetoed, such action shall be ineffective for
18 all purposes.

19 B. Amendment. This Agreement may be amended by Concurr-
20 Resolution of the governing bodies of the City and County.

21 PASSED AND ADOPTED: November 20, 1974 PASSED AND ADOPTED November 21,
22 CITY OF WINNEMUCCA BOARD OF COUNTY COMMISSIONERS
23 OF HUMBOLDT COUNTY NEVADA

24 T. G. SHEPARD, Mayor

25 EARL C. ELMORE, Councilman

25 PETER L. BENGOCHEA, Chairman

26 HUGH B. SCHOFF, Councilman

26 RAYMOND DUFURENA, Member

27 LES HARMAN, Councilman

27 PAUL WHEELER, Member

28 ATTEST:

28 ATTEST:

29 MARGUERITE E. HONRY
30 City Clerk

30 CRACEY BELL, Humboldt County Clerk
31 and Ex-Officio Clerk of the Board of
32 County Commissioners of Humboldt
County, Nevada

78-4

1 Summary: Amends Joint Airport Agreement

2 CONCURRENT RESOLUTION

3 The City Council of the City of Winnemucca and the Board
4 of County Commissioners of Humboldt County, Nevada do concurrently
5 resolve as follows, to-wit:

6 That certain Joint Airport Agreement entered into on July
7 6, 1964 is hereby amended to by amending Section 3 to read as
8 follows:

9 3. POWERS AND DUTIES:

10 The Board shall have the powers granted to joint boards
11 under the Municipal Airport Act, NRS 496.230. Three (3) members
12 shall constitute a quorum for the transaction of business. It
13 shall take the affirmative vote of three (3) members of the Board
14 to take any action. [It shall be the Board's duty to exercise the
15 above-granted powers with the objective of providing the CITY and
16 COUNTY with adequate public airport facilities.

17 PASSED AND ADOPTED:

18 March 1, 1978

PASSED AND ADOPTED:

March 2, 1978

20 CITY OF WINNEMUCCA

BOARD OF COUNTY COMMISSIONERS
OF HUMBOLDT COUNTY, NEVADA

21 *[Signature]*
JOE CANELLO, Mayor

[Signature]
SAMMY UGALDE, Chairman

23 *[Signature]*
RICHIE SCHOFF, Councilman

-absent-
PETE L. BENGOCHEA, Member

25 *[Signature]*
G.S. HARMON, Councilman

[Signature]
RAY DUFURRENA, Member

27 *[Signature]*
GENE WAMBOLT, Councilman

29 ATTEST:

ATTEST:

30 *[Signature]*
MARGUERITE MOWRY
31 City Clerk

[Signature]
GRACE BELL, Humboldt County
Clerk and Ex-Officio Clerk of
the Board of County Commissioners
of Humboldt County, Nevada

75-26

CONCURRENT RESOLUTION

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The City Council of the City of Winnemucca and the Board of County Commissioners of Humboldt County, Nevada do concurrently resolve as follows, to-wit:

That certain Airport Agreement entered into July 6, 1964 is hereby amended by amending Section 1 to read as follows:

1. Joint Airport Board:

There is hereby created the Winnemucca-Humboldt Airport Board which shall consist of five (5) members. Three (3) shall be appointed by the City of Winnemucca and two (2) shall be appointed by the Board of Commissioners of Humboldt County. The City members shall be appointed by the Mayor of the City of Winnemucca with the approval of the City Council and the initial term of appointment shall be for two years commencing July 1, 1975, and continuing thereafter, save one City member shall be appointed for four years. The County members shall be appointed by the Board of County Commissioners of Humboldt County for a term of four years. In each case, the term of appointment shall end June 30 of the second or fourth year, or until his successor has been duly appointed.

No member of the Board shall receive compensation for his services unless such compensation is approved by concurrent resolution of the City and County.

DATED this 19th day of June, 1975.

WINNEMUCCA CITY COUNCIL

[Signature]
Mayor

[Signature]
Councilman

[Signature]
Councilman

Gary R. Silverman
LAWYER
COURTHOUSE
WINNEMUCCA,
NEVADA
(702) 623-2517



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Councilman

ATTEST:
Marguerite E. Mowry
MARGUERITE E. MOWRY, City Clerk

BOARD OF COUNTY COMMISSIONERS
HUMBOLDT COUNTY

Raymond W. [Signature]
Chairman

[Signature]
Member

Member



ATTEST:
Grace W. Bell
GRACE W. BELL, Humboldt
County Clerk

Recorded at request of
City Clerk
AUG 25 1975 at 40
Min. past 4 o'clock
P. M. Book 87 page 585
Official Records of
Humboldt County, Nevada.
[Signature]
County Recorder
No. _____
Deputy.

170071

Nevada Aeronautics

§ 496.220

Agreements of public agencies for joint action: Mandatory and permissive provisions.

1. Any two or more public agencies may enter into agreements with each other for joint action pursuant to the provisions of this section. Concurrent action by ordinance, resolution or otherwise of the governing bodies of the participating public agencies shall constitute joint action.
2. Each agreement shall specify:
 - (a) Its duration.
 - (b) The proportionate interest which such public agency shall have in the property, facilities and privileges involved.
 - (c) The proportion to be borne by each public agency of preliminary costs and costs of acquisition, establishment, construction, enlargement, improvement and equipment of the airport or air navigation facility.
 - (d) The proportion of the expenses of maintenance, operation, regulation and protection thereof to be borne by each.
 - (e) Such other terms as are required by the provisions of this section.
3. The agreement may also provide for:
 - (a) Amendments thereof.
 - (b) Conditions and methods of termination of the agreement.
 - (c) The disposal of all or any of the property, facilities and privileges jointly owned, prior to or upon the property, facilities and privileges, or any part thereof, ceasing to be used for the purposes provided in this chapter, or upon termination of the agreement.
 - (d) The distribution of the proceeds received upon any such disposal, and of any funds or other property jointly owned and undisposed of.
 - (e) The assumption or payment of any indebtedness arising from the joint venture which remains unpaid upon the disposal of all assets or upon a termination of the agreement.
 - (f) Such other provisions as may be necessary or convenient.

Location: https://nevada.public.law/statutes/nrs_496.220

Original Source: Section 496.220 -- *Agreements of public agencies for joint action: Mandatory and permissive provisions.*,
<https://www.leg.state.nv.us/NRS/NRS-496.html#NRS496Sec220> (last accessed Feb. 5, 2021).

Nevada Aeronautics

§ 496.230

Joint board of public agencies: Members, number and term; powers; expenditures; eminent domain.

1. Public agencies acting jointly pursuant to this chapter shall create a joint board which shall consist of members appointed by the governing body of each participating public agency. The number to be appointed, their term and compensation, if any, shall be provided for in the joint agreement.
2. Each joint board shall organize, select officers for terms to be fixed by the agreement, and adopt and amend from time to time rules for its own procedure.
3. The joint board shall have power:
 - (a) To plan, acquire, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police any airport or air navigation facility or any other facilities appertaining to the airport or airport hazard to be jointly acquired, controlled and operated.
 - (b) To contract or otherwise provide, by condemnation if necessary, for the removal of any airport hazard or the removal or the relocation of all private structures, railways, mains, pipes, conduits, wires, cables, poles and other facilities and equipment which may interfere with the location, expansion, development or improvement of such airports, restricted landing areas, other air navigation facilities, and any other facilities appertaining to the airport, or with the safe approach thereto or takeoff therefrom by aircraft.
 - (c) To pay the cost of removal or relocation.
4. The board may exercise on behalf of its constituent public agencies all the powers of each with respect to such airport, air navigation facility, or other facilities, or airport hazard, subject to the limitations of this section.
5. The total expenditures to be made by the joint board for any purpose in any calendar year shall be determined by a budget approved by the governing bodies of its constituent public agencies on or before the preceding December 1.
6. No airport, air navigation facility, other facilities, airport hazard, or real or personal property, the cost of which is in excess of sums therefor fixed by the joint agreement or allotted in the annual budget, may be acquired by the joint board; but the agencies exercising such power shall, in addition to the damage for the taking, injury or destruction of property, also pay the

cost of removal or relocation of any structure, railways, mains, pipes, conduits, wires, cables, poles or any public utility which is required to be moved to a new location without the approval of the governing bodies of its constituent public agencies.

7. Eminent domain proceedings under this section may be instituted only by authority of the governing bodies of the constituent public agencies of the joint board. If so authorized, proceedings shall be instituted in the names of the constituent public agencies jointly, and the property so acquired shall be held by the public agencies as tenants in common until conveyed by them to the joint board.
8. The joint board shall not dispose of any airport, air navigation facility, other facilities, or real property under its jurisdiction except with the consent of the governing bodies of its constituent public agencies; but the joint board may, without such consent, enter into the contract, lease or other arrangements contemplated by NRS 496.090.
9. Any resolutions, rules, regulations or orders of the joint board dealing with subjects authorized by NRS 496.130 shall become effective only upon approval of the governing bodies of the constituent public agencies; but upon such approval, the resolutions, rules, regulations or orders of the joint board shall have the same force and effect in the territories or jurisdictions involved as the ordinances, resolutions, rules, regulations or orders of each public agency would have in its own territory or jurisdiction.

Location: https://nevada.public.law/statutes/nrs_496_230

Original Source: Section 496.230 — Joint board of public agencies: Members, number and term; powers; expenditures; eminent domain., <https://www.leg.state.nv.us/NRS/NRS-496.html#NRS496Sec230> (last accessed Feb. 5, 2021).



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FROM THE DESK OF

CHRISTINA KENISON

February 18, 2025

Humboldt County Board of Commissioners
County Manager, Don Kalkoske
50 W 5th Street
Winnemucca, NV 89445

Dear Humboldt County Commissioners,

To formally address this matter, I have added to the record that the City of Winnemucca has continued to exclude Humboldt County from jointly maintaining, operating, and owning the Winnemucca Municipal Airport. The relevant documents* and state laws* have remained unchanged since my initial communication in January 2023. These laws are currently in effect regardless of the City's actions. Consent is required by Nevada Revised Statutes (NRS). The County's inaction constitutes a lack of consent. While it may be considered a waste of public resources for you, the County Commissioners, to be expected to represent the people's interests in this matter, it is nonetheless a dereliction of duty.

Furthermore, the City of Winnemucca is currently selling off airport land. Several leases have been executed with the City listed as the Lessor. However, as evidenced by the documents I have provided, the City lacks the authority to act as Lessor in any airport-related business. The proper authority is granted by NRS 496.230 to the Joint Airport Board.

I would also like to remind the Commissioners that the current Airport Board is not adequately selected and is facing multiple conflict-of-interest cases that have compromised the ethics of City and County officials. I urge you to address this issue promptly, as it is a significant failure of duty to allow such flagrant ethics violations to continue to harm the County Citizens.

A properly constituted Airport Board would provide fair representation for both the City and the County, including an impartial Airport Manager and Airport legal representation. I am presenting these serious allegations to you today, our local elected representatives, with the expectation that they will be addressed in a timely manner to prevent further damage to the public's interests.

Sincerely yours,



Christina Kenison

***Joint Airport Agreement June 22, 1964**

"The City and County shall jointly maintain, operate and own the airport and its facilities, heretofore known as the WINNEMUCCA MUNICIPAL AIRPORT, located approximately five (5) miles southwest of the CITY OF WINNEMUCCA upon the following terms and conditions:"

1. JOINT AIRPORT BOARD

2. OFFICERS

3. POWERS AND DUTIES

"The Board shall have the powers granted to joint boards under the Municipal Airport Act, NRS 496.230"

4. MEETINGS

5. BOARD FUND

6. OWNERSHIP OF FACILITIES

"All land, improvements and facilities now owned or hereafter acquired by the Joint Board, shall be the property of the CITY so long as the same is used for public airport purposes and managed by joint agreement of the CITY and COUNTY."*

*original parcels owned at the time of Joint Agreement are included in maps. All Airport property owned and acquired was at one time or another included in Airport Layout Plans (ALP) over the years. ALP's are a requirement of FAA Grant Funding.

CHAPTER 496 - MUNICIPAL AIRPORTS

NRS 496.040 Power to acquire existing airports; limitation. The municipality may, by purchase, gift, devise, lease, eminent domain proceedings or otherwise, acquire existing airports and air navigation facilities; but it shall not acquire or take over any airport or air navigation facility owned or controlled by another municipality or public agency of this or any other state without the consent of such municipality or public agency.

[3:215:1947; 1943 NCL § 293.22]

NRS 496.230 Joint board of public agencies: Members, number and term; powers; expenditures; eminent domain.

8. The joint board shall not dispose of any airport, air navigation facility, other facilities, or real property under its jurisdiction except with the consent of the governing bodies of its constituent public agencies; but the joint board may, without such consent, enter into the contract, lease or other arrangements contemplated by [NRS 496.090](#).

9. Any resolutions, rules, regulations or orders of the joint board dealing with subjects authorized by [NRS 496.130](#) shall become effective only upon approval of the governing bodies of the constituent public agencies; but upon such approval, the resolutions, rules, regulations or orders of the joint board shall have the same force and effect in the territories or jurisdictions involved as the ordinances, resolutions, rules, regulations or orders of each public agency would have in its own territory or jurisdiction.

[22:215:1947; 1943 NCL § 293.41]—(NRS A [1967, 719](#))

NRS 496.090 Agreements for commercial or residential use of airport or facility; contracts for sale of securities.

1. In operating an airport or air navigation facility or any other facilities appertaining to the airport owned, leased or controlled by a municipality, the municipality may, except as limited by the terms and conditions of any grant, loan or agreement pursuant to [NRS 496.180](#), enter into:

(a) Contracts, leases and other arrangements with any persons:

(1) Granting the privilege of using or improving the airport or air navigation facility, or any portion or facility thereof, or space therein, for commercial purposes. The municipality may, if it determines that an improvement benefits the municipality, reimburse the person granted the privilege for all or any portion of the cost of making the improvement.

(2) Conferring the privilege of supplying goods, commodities, things, services or facilities at the airport or air navigation facility or other facilities.

(3) Making available services to be furnished by the municipality or its agents or by other persons at the airport or air navigation facility or other facilities.

(4) Providing for the maintenance of the airport or air navigation facility, or any portion or facility thereof, or space therein.

(5) Allowing residential occupancy of property acquired by the municipality.

(b) Contracts for the sale of revenue bonds or other securities whose issuance is authorized by the Local Government Securities Law or [NRS 496.150](#) or [496.155](#), for delivery within 10 years after the date of the contract.

2. In each case the municipality may establish the terms and conditions and fix the charges, rentals or fees for the privileges or services, which must be reasonable and uniform for the same class of privilege or service and must be established with due regard to the property and improvements used and the expenses of operation to the municipality.

3. Except as otherwise provided in this subsection, and as an alternative to the procedure provided in subsection 2 of [NRS 496.080](#), to the extent of its applicability, the governing body of any municipality may authorize it to enter into any such contracts, leases and other arrangements with any persons, as provided in this section, for a period not exceeding 50 years, upon such terms and conditions as the governing body deems proper. The provisions of this subsection must not be used to circumvent the requirement set forth in subsection 2 of [NRS 496.080](#) that the disposal of real property be made by public auction.

4. Before entering into any such contract, lease or other arrangements, the municipality shall publish notice of its intention in general terms on the Internet website of the municipality, if the municipality maintains an Internet website, for a period of not less than 10 consecutive days, and in a newspaper of general circulation within the municipality at least once a week for 21 days or three times during a period of 10 days. If there is not a newspaper of general circulation within the municipality, the municipality shall post a notice of its intention in a public place at least once a week for 30 days. The notice must specify that a regular meeting of the governing body is to be held, at which meeting any interested person may appear. No such contract, lease or other arrangement may be entered into by the municipality until after the notice has been given and a meeting held as provided in this subsection.

5. Any member of a municipality's governing body may vote on any such contract, lease or other arrangement notwithstanding the fact that the term of the contract, lease or other arrangement may extend beyond the member's term of office.

[8:215:1947; 1943 NCL § 293.27]—(NRS A [1967.716](#); [1987.767](#); [1989.721, 776, 1969](#); [1995.846](#); [2005.1469, 2680](#); [2011.1867](#))

NRS 496.240 Joint fund.

1. For the purpose of providing a joint board with moneys for the necessary expenditures in carrying out the provisions of this chapter, a joint fund shall be created and maintained, into which shall be deposited the share of each of the constituent public agencies as provided by the joint agreement. Each of the constituent public agencies shall provide its share of the fund from sources available to each.

2. Any federal, state or other contributions or loans, and the revenues obtained from the joint ownership, control and operation of any airport or air navigation facility under the jurisdiction of the joint board shall be paid into the joint fund.

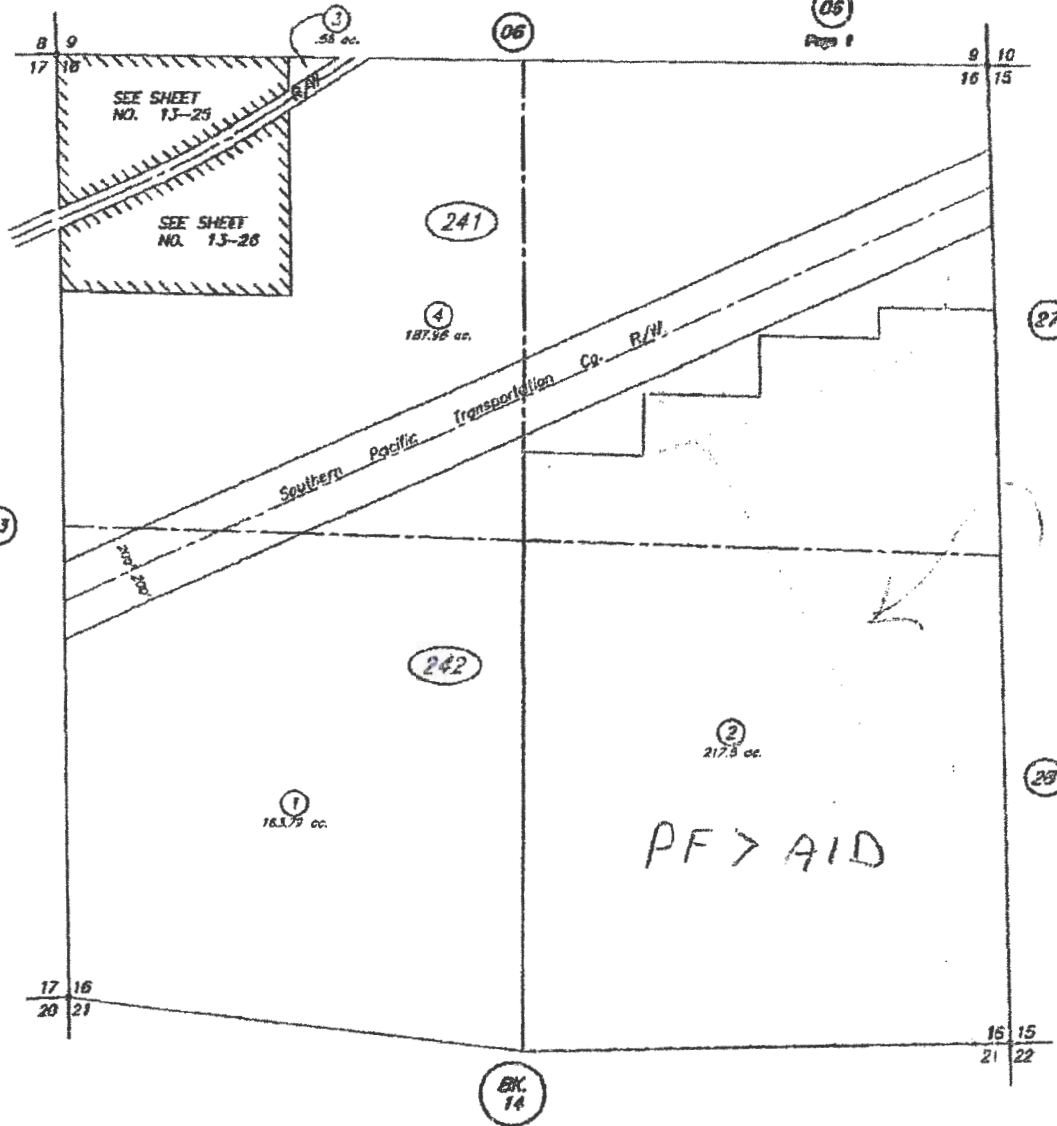
3. Disbursements from the fund shall be made by order of the board, subject to the limitations prescribed in [NRS 496.230](#).

[23:215:1947; 1943 NCL § 293.42]



Section 16

13-24



T.35N., R.37E.



RH-03-06
CITY OF WINNEMUCCA
NORTHEAST OF AIRPORT
A.P. #13-242-02

HUMBOLDT
COUNTY

NOTE: This plat is for informational purposes only and does not represent a conveyance of the land on this plat.

HUMBOLDT COUNTY ASSOCIATE SURVEYORS
 HUMBOLDT, NEVADA 89308

EK.
14

Chapter 17.34
P-F PUBLIC FACILITIES DISTRICT

17.34.010 Purpose.

The purpose of the P-F public facilities district is to delineate lands owned by public agencies or lands upon which such agencies operate public facilities. (Ord. 1-5-87A § 16(A))

Chapter 17.35
PFAD PUBLIC FACILITIES AIRPORT DISTRICT

17.35.010 Purpose.

The purpose of the public facilities airport district is to maintain, preserve and enhance the viability of the Winnemucca Municipal Airport property owned and operated by the city of Winnemucca and County of Humboldt. (Ord. 2-03-03 § 1)

Chapter 17.59
AID AIRPORT INDUSTRIAL DISTRICT

17.59.010 Purpose.

The purpose of the airport industrial district is to define the types of industrial uses which may be conducted upon lands owned or operated by the city of Winnemucca and the County of Humboldt in the vicinity of the Winnemucca Municipal Airport and to protect these areas from incompatible uses. (Ord. 2-03-03A § 1)

Subject: Concerns Regarding City and County Relations and Airport Operations

Dear Commissioners,

I am writing to express my concerns regarding the dynamics between the City and the County, particularly in light of recent developments that appear to favor the City at the expense of County interests and residents. From a high-level perspective, here's what I observe:

1. **Federal and International Influence:** The County was pressured into accepting a mining project backed by the federal government and China. This was followed by the establishment of a transloading facility at the airport, which seemed to be placed without regard for alternative, possibly more suitable locations.
2. **Lack of Transparency:** The decision-making process involved NDAs, which compromised transparency and public trust.
3. **Financial and Legal Risks:** The City leased land to Lithium for \$5700.00 approx, which was then used as collateral for a loan \$1.9 M . This situation raises concerns about what would happen if the loan defaults—does this liability fall on the city or potentially the airport itself?
4. **Airport Operations:** The rejection of Lithium's proposal to build 137-foot towers at the airport was commendable, but there are other ongoing issues:
 - **City vs. FBO:** The City's push for a 5-year contract instead of the 10-year contract sought by the Fixed Base Operator (FBO) seems shortsighted, especially given the FBO's longstanding presence. This could jeopardize the airport's operations.
 - **Potential Shutdown:** Without an operational FBO, the airport could cease to function, impacting not only local aviation but also emergency services like BLM and Meda Vac, potentially leading to FAA scrutiny.
5. **Commission's Role:** There is a perceived lack of action from the Commission in defending County rights and challenging the City's decisions. As co-owners of the airport, why has there not been more active involvement to mitigate these risks?



Questions for the Commission:

- Why hasn't the Commission intervened more assertively in these matters?
- How will the Commission address the potential shutdown of the airport and the implications for local and emergency services?
- What steps will be taken to ensure that the County is not just a bystander in these decisions that affect us all?

I urge you to consider these points seriously and take the necessary actions to uphold the integrity and operational health of our County. The City should not have the unchecked power to dictate terms that could be detrimental to us all.

Thank you for your attention to these critical matters.

Sincerely, Debra Gay

You have a contract 50/50 ownership. No action is action!





DRAKE ROSE & ASSOCIATES, LLC
CERTIFIED PUBLIC ACCOUNTANTS

January 30, 2025

To the Honorable Board of County Commissioners
of Humboldt County, Nevada

We have audited the financial statements of Humboldt County as of and for the year ended June 30, 2024, and have issued our report thereon dated January 30, 2025. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated July 1, 2024, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of the system of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's system of internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Humboldt County solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies over financial reporting and material noncompliance and other matters noted during our audit in the Schedule of Findings and Questioned Costs on page 176-182 of the audit report of Humboldt County.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence. Internal review procedures have been conducted to ensure that the risks related to management participation and familiarity threats related to our assistance with drafting the County's financial statements have been reduced to an acceptable level.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Humboldt County is included in Note 1 to the financial statements. As described in Note 15 to the financial statements, during the year, the County changed its method of accounting and financial reporting by adopting Governmental Accounting Standards Board (GASB) Statement No. 100, Accounting Changes and Error Corrections. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates and Related Disclosures

Accounting estimates and related disclosures are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are depreciation, other postemployment benefits and related deferred inflows and outflows, pension liability and related deferred inflows and outflows, and claims liability.

Management's estimate of depreciation of property and equipment is based on estimated useful lives as set by industry standards. We evaluated the key factors and assumptions used to develop the useful lives and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimates of other postemployment benefits (OPEB) and related deferred inflows and outflows are based on information calculated by an actuary. We evaluated the key factors and assumptions used to develop these estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimates of pension liability and related deferred inflows and outflows are based on information calculated by an actuary. We evaluated the key factors and assumptions used to develop these estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimates of claims liability are based on information calculated by an actuary. We evaluated the key factors and assumptions used to develop these estimates and determined

that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting Humboldt County's financial statements relate to OPEB and Pension liabilities and related deferred inflows and outflows.

Identified or Suspected Fraud

We did not identify or obtain information that indicates fraud may have occurred.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. The attached schedule summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The following material misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management: Retention payable for construction in progress and a reclassification of expenditures between funds resulted in an inaccurate interfund payable between funds and a misstatement of prior year fund balance.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to Humboldt County's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management that are included in the management representation letter dated January 30, 2025.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with Humboldt County, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Humboldt County's auditors.

Noncompliance with Laws and Regulations, Violations of Contract Provisions or Grant Agreements

We have identified the following matters involving noncompliance with laws and regulations, violations of contract provisions or grant agreements that came to our attention during the course of the audit. See Note 2 to the financial statements for a description of apparent NRS violations.

This report is intended solely for the information and use of the Board of County Commissioners and management of Humboldt County and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Blake Rose : Associates, LLC

Client: **38648 - Humboldt County**
 Engagement: **2024 AU - Humboldt County**
 Period Ending: **6/30/2024**
 Trial Balance: **TB**
 Workpaper: **1805 - Passed Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
Passed Journal Entries				
Passed Journal Entries JE # 15		5001.1		
Medicare tax not recorded on accrued paid time off.				
100-001-51106-000	MEDICARE		10,516.77	
201-000-51106-000	MEDICARE		145.61	
202-000-51106-000	MEDICARE		1,179.63	
203-000-51106-000	MEDICARE		158.80	
205-034-51106-000	MEDICARE		2,039.02	
207-000-51106-000	MEDICARE		626.02	
208-000-51106-000	MEDICARE		11.39	
212-000-51106-000	MEDICARE		430.80	
220-000-51106-000	MEDICARE		213.56	
100-000-20103-000	ACCRUED SALARY & BENEFIT			10,516.77
201-000-20103-000	ACCRUED SALARY & BENEFIT			145.61
202-000-20103-000	ACCRUED SALARY & BENEFIT			1,179.63
203-000-20103-000	ACCRUED SALARY & BENEFIT			158.80
205-000-20103-000	ACCRUED SALARY & BENEFIT			2,039.02
207-000-20103-000	ACCRUED SALARY & BENEFIT			626.02
208-000-20103-000	ACCRUED SALARY & BENEFIT			11.39
212-000-20103-000	ACCRUED SALARY & BENEFIT			430.80
220-000-20103-000	ACCRUED SALARY & BENEFIT			213.56
Total			<u>15,321.60</u>	<u>15,321.60</u>
	Total Passed Journal Entries		<u>15,321.60</u>	<u>15,321.60</u>
	Total All Journal Entries		<u>15,321.60</u>	<u>15,321.60</u>



HUMBOLDT COUNTY

50 W. 5th Street
Winnemucca, Nevada 89445
www.hcnv.us

STAFF REPORT

DATE: Tuesday, February 11, 2025
TO: County Commission
FROM: Gina Rackley, Comptroller and Andy Heiser, Assessor
SUBJECT: Fiscal Year 2025-2026 Property Tax Rate
REQUESTED AGENDA DATE: February 18, 2025

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, 2025.

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:

The following pages reflect how property tax is calculated, as well as 6 examples, 2 each for residential, agriculture and commercial, showing how the tax cap would apply to taxpayers if no change were made to the current rate, and if there is a .05 and .10 tax rate change in each scenario.

POSSIBLE MOTION

Click or tap here to enter text.

Information	Year 1	Year 2	Notes
Land Value	35,000	45,500	Land value is established by my office using market sales of vacant property. When vacant sales are not available, there are other methods such as abstraction or time comparison adjustments
Improvement Value	156,000	184,000	Improvement value is established by the book values used in the Marshall & Swift cost manuals. Every county in Nevada uses the same books with the same costs. Values are established by square foot and quality for large structures or linear costs on accessory structures such as fences or retaining walls.
- Less Depreciation (1.5% per year)	0	-2,860	Depreciation is calculated at 1.5% per year up to 50 years. The total amount depreciated a single improvement can receive is 75% of the total cost. Ex: Home is 3 years old and valued at 100,000. (3 x 1.5 = 4.5%) (100,000 x 4.5% = 4,500). Depreciated value is (100,000 - 4,500 = 95,500)
Total Taxable Value	191,000	226,640	This is the total of land and improvements. Many people try to equate taxable value to market value but that is usually not correct unless it is a first year construction property.
Assessment Ratio	35%	35%	NRS 361.225 Rate of Assessment. All property subject to taxation must be assessed at 35 percent of its taxable value.
Assessed Value	66,850	79,324	Total taxable value multiplied by 35%
Tax Rate	3.1716	3.1716	NRS 361.453 - Sets that the tax levy for all public purposes must not exceed \$3.64 on each \$100 of assessed valuation. The board of county commissioners are the governing body to set this rate.
Taxes as Assessed	\$ 2,120.21	\$ 2,515.84	Taxes are found by multiplying the total net assessed value by the tax rate. $66,850 \times 3.1716 = 2,120.21$
Capped Taxes Primary (3%)		\$ 2,183.82	From year 1 to year 2, the taxes owed can only increase by 3%. $2,120.21 \times 3\% = 2,183.82$
Capped Taxes Alternative (8%)		\$ 2,289.83	From year 1 to year 2, the taxes owed can only increase by 8%. $2,120.21 \times 8\% = 2,289.83$
Abated Taxes from Cap (3%)		\$ 332.02	Abated taxes would be the difference between the Taxes as Assessed and the Capped Taxes, either primary or alternative, depending on which one they qualify for.
Abated Taxes from Cap (8%)		\$ 226.01	Abated taxes would be the difference between the Taxes as Assessed and the Capped Taxes, either primary or alternative, depending on which one they qualify for.

Residential - New 3% Cap

2024/25 Current Year Taxes - \$563,545 2024 Construction Year

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	563,545	509,038	197,241	0.353	696.27	628.92	0	696.27
Total Tax Owed								6,255.70

2025/26 Tentative with Current Tax Rate - \$564,644 2024 Construction Year

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax	
V01	564,644	0	197,625	0.3530	697.62	0	0	697.63	
*Increase in taxes of			12.17	or < 1%				Total Tax Owed	6,267.87

2025/26 Tentative with .05 Tax Rate Increase

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax	
V01	564,644	0	197,625	0.4030	796.43	0	0	796.43	
*Increase in taxes of			110.97	or 2%				Total Tax Owed	6,366.67

2025/26 Tentative with .10 Tax Rate Increase

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax	
V01	564,644	0	197,625	0.4530	895.24	0	22.11	873.13	
*Increase in taxes of			187.67	or 3%				Total Tax Owed	6,443.37

Residential 3% Cap

2024/25 Current Year Taxes - \$166,312 1979 Construction Year

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	166,312	0	58,209	0.3530	205.49	0.00	49.54	155.95
Total Tax Owed								1,018.80

2025/26 Tentative with Current Tax Rate - \$161,101 1979 Construction Year

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax	
V01	161,101	0	56,385	0.3530	199.03	0	38.42	160.61	
*Increase in taxes of			30.57	or 3%				Total Tax Owed	1,049.37

2025/26 Tentative with .05 Tax Rate Increase

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax	
V01	161,101	0	56,385	0.4030	227.23	0	44.39	160.61	
*Increase in taxes of			30.57	or 3%				Total Tax Owed	1,049.37

2025/26 Tentative with .10 Tax Rate Increase

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax	
V01	161,101	0	56,385	0.4530	255.42	0	50.54	160.61	
*Increase in taxes of			30.57	or 3%				Total Tax Owed	1,049.37

Agricultural - High Mixed Cap

2024/25 Current Year Taxes - \$2,604,647

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	2,604,647	0	911,626	0.3530	3,218.05	0.00	0	3,017.22
Total Tax Owed								20,527.30

2025/26 Tentative with Current Tax Rate - \$2,493,499

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	2,493,499	20,820	872,725	0.3530	3,080.72	25.72	0	3,080.73
*Increase in taxes of			432.06	or 2%	Total Tax Owed			20,959.36

2025/26 Tentative with .05 Tax Rate Increase

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	2,493,499	20,820	872,725	0.4030	3,080.72	25.72	176.76	3,340.32
*Increase in taxes of			691.65	or 3%	Total Tax Owed			21,218.95

2025/26 Tentative with .10 Tax Rate Increase

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	2,493,499	20,820	872,725	0.4530	3,080.72	25.72	613.12	3,340.32
*Increase in taxes of			691.65	or 3%	Total Tax Owed			21,218.95

Agricultural - Low 8% Cap

2024/25 Current Year Taxes - \$228,822

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	228,822	0	80,088	0.3530	282.70	0.00	33.00	249.70
Total Tax Owed								1,732.34

2025/26 Tentative with Current Tax Rate - \$228,376

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	228,376	0	872,725	0.3530	3,080.72	0	12.50	269.67
*Increase in taxes of			138.57	or 7.4%	Total Tax Owed			1,870.91

2025/26 Tentative with .05 Tax Rate Increase

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	228,376	0	872,725	0.4030	3,080.72	25.72	20.97	269.67
*Increase in taxes of			138.57	or 7.4%	Total Tax Owed			1,870.91

2025/26 Tentative with .10 Tax Rate Increase

Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	228,376	0	872,725	0.4530	3,080.72	25.72	29.68	269.67
*Increase in taxes of			138.57	or 7.4%	Total Tax Owed			1,870.91

Commercial - New 8% Cap

2024/25 Current Year Taxes - \$8,190,628								
Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	8,190,628	0	2,866,720	0.3530	10,119.53	0.00	1,658.80	8,460.73
Total Tax Owed								76,017.20

2025/26 Tentative with Current Tax Rate - \$8,554,588								
Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	8,554,588	0	2,994,106	0.3530	10,569.19	0	1,431.59	9,137.60
*Increase in taxes of			6,081.36	or 7.4%				
Total Tax Owed								82,098.56

2025/26 Tentative with .05 Tax Rate Increase								
Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	8,554,588	0	2,994,106	0.4030	12,066.25	0	1,791.48	9,137.61
*Increase in taxes of			6,081.37	or 7.4%				
Total Tax Owed								82,098.57

2025/26 Tentative with .10 Tax Rate Increase								
Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	8,554,588	0	2,994,106	0.4530	13,563.30	0	1,791.48	9,137.61
*Increase in taxes of			6,081.37	or 7.4%				
Total Tax Owed								82,098.57

Commercial - Old 8% Cap

2024/25 Current Year Taxes - \$8,190,628								
Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	10,498,191	0	3,674,367	0.3530	12,970.51	0.00	609.60	12,360.91
Total Tax Owed								111,059.13

2025/26 Tentative with Current Tax Rate - \$8,554,588								
Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	8,554,588	0	3,692,009	0.3530	13,032.79	0	0.00	13,032.80
*Increase in taxes of			6,036.63	or 3%				
Total Tax Owed								117,095.76

2025/26 Tentative with .05 Tax Rate Increase								
Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	8,554,588	0	3,692,009	0.4030	14,878.80	0	658.37	13,349.78
*Increase in taxes of			6,353.61	or 5%				
Total Tax Owed								117,412.74

2025/26 Tentative with .10 Tax Rate Increase								
Tax District	Taxable Val	New Val	Net Assessed Val	Rate	Preabated Tax	New Tax Outside Cap	CAP Abatement	Net Tax
V01	8,554,588	0	3,692,009	0.4530	16,724.80	0	658.37	13,349.78
*Increase in taxes of			6,353.61	or 5%				
Total Tax Owed								117,412.74

- A. Public roads in the area will not be impacted by this abandonment. There will be access to properties from Deer Street and Market Street.
 - B. No comments have been received indicating evidence that the proposed abandonment would have an adverse effect upon health, safety and general welfare of the area.
5. **STAFF RECOMMENDATION:** After careful consideration and based upon the above stated analysis and findings, Staff recommends approval, with conditions, of this request to abandon the 30 'x 1,876.06' easement recorded 4/29/1981 as File #212241; 30' x 1,420' Agricultural Easement recorded 1/16/1891 as File #210382.
6. **SUPPORT DOCUMENTS:**
- A. Application with explanation letter
 - B. Location Map/Assessor's Map/GIS Image
 - C. NRS 278.480

Betty Lawrence
Senior Planning Technician

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Betty Lawrence
Senior Planning Technician



HUMBOLDT COUNTY

50 W. 5th Street
Winnemucca, Nevada 89445
www.humboldtcountynev.gov

STAFF REPORT

DATE: Monday, February 3, 2025
TO: County Commission
FROM: Daniel Ferraro, Public Works Director
SUBJECT: 2024-2025 Meter Purchase for Gold Country and McDermitt Water Systems
REQUESTED AGENDA DATE: February 18th 2025

SUMMARY

The Public Works Department completed its Invitation to Solicitation for “2024-2025 METER INSTALLATION FOR WATER SYSTEMS IN HUMBOLDT COUNTY.” Two bids were received for the project. This project stems from the ARPA 00844 grant money and as Public Works would use the funding to replace broken meters and update manual read meters in both the Gold Country and McDermitt Water systems. This project was approved at the December 16th County Commissioners’ meeting. In conjunction with that project is this request to purchase meters for completion of that project subject to ARPA funding. Public Works received three quotes for the purchase of the meters.

WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:

The installation portion of this project was approved December 16th, 2024, and awarded to Four Point Engineering. The meter purchase is required to be able to move forward and complete the entire project.

PREVIOUS ACTION

The installation portion of this project was approved December 16th, 2024, and awarded to Four Point Engineering.

BACKGROUND

The Public Works department operates and maintains three drinking water systems in the county. Customers of the systems rely on water meters to measure water usage and Public Works staff duties are to collect the meter reads and report them to the Treasurer for billing. Public works currently has invested in some Sensus brand meters and software reading equipment. Therefore the new meters to be purchased with this request would need to meet specific requirements to be

compatible with the meter and meter reading equipment the county already owns. Therefore, quotes for meters are for units that meet those requirements. Public Works staff received the first quote from Western Nevada Supply for meter purchases in Gold Country and McDermitt in the amount of \$220,752.78. The second quote was from Four Point engineering with them purchasing the meters for their awarded installation. It was for \$271,015.00. The third quote was received from Mechanical Systems in Sparks and totaled \$232,371.84.

FISCAL IMPACT

In the ARPA 00844 grant funding there is sufficient funding to cover the meter purchase per this bid from Western Nevada Supply in the amount of \$220,752.78. Total APRA Funds allocated towards this project would be \$463,662.78. (Installation-Four Point Engineering: \$242,910.00/HCPW meter purchase: \$220,752.78.)

RECOMMENDATION

Western Nevada Supply is the lowest responsive and responsible bidder for the meter purchase bid. It is recommended that the Board of County Commissioners approve the Proposal Summary for Meter Purchase for water systems in Humboldt County to Western Nevada Supply in an amount not to exceed \$220,752.78.

LIST SUPPORTING DOCUMENTS IF APPLICABLE:

None.

POSSIBLE MOTION

Should the Board agree with Staff's recommendation; a possible motion would be: "Move to approve Proposal Summary for Meter Purchase for water systems in Humboldt County to Western Nevada Supply in an amount not to exceed \$220,752.78."

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AGENDA REQUEST FORM

DATE: February 5, 2025

TO: County Commission

FROM: Sheriff Angel Cardenas / Captain Jeremy Peters / Adrian Gonzalez

SUBJECT: Emergency cleaning /inspection of the Humboldt County Detention Center sewer system

REQUESTED AGENDA DATE: February 18, 2025

SUMMARY AND BACKGROUND:

The Humboldt County Detention Center has been recently experiencing significant amount of sewage backups. These backups have generally been initiated by the inmate population by improperly disposing of waste and or intentionally and willfully vandalizing or destroying the Detention Centers plumbing system in an attempt to disrupt the operations. On a few of these occasions, Humboldt County Facility Maintenance has had to contact local plumbing contractors with more advanced tools and experience to restore the sewage system. Cleaning companies were then hired to professionally clean and disinfect the affected areas.

It has been well documented that the Detention Center has previously experienced wastewater plumbing failures including collapsed pipes as the facility is aging. In these recent failures, sewage is backing up within the facility, more specifically in the housing units, causing unsanitary conditions. To stop and reduce the amount of spilled sewage, the water is turned off, not allowing the population to use restroom facilities as needed. As this is a secure facility, that is near capacity, no other housing arrangements can be immediately made.

As the above-mentioned sewage backups are remedied, items and debris were removed from the system, that should not have caused a complete system failure, which has led Captain Peters to believe that the system may have engineering or design failures that are compounding due to the age of the facility. When it is known who caused the failure, criminal charges are requested from the offender.

Captain Peters has discussed this issue and his concerns Adrian Gonzalez and requested permission to find and request a proposal for a Commercial / Industrial plumber with experience and the tools to clean and inspect the Detention Center's wastewater plumbing system, and provide recommendations based upon what is found within the system.

Captain Peters located and spoke with Savage and Son plumbing from Reno Nevada who specializes in Commercial and Industrial plumbing systems. Upon speaking with this company, it was determined that they have experience with detention / correctional facilities as well as large hospitals and hotels in the greater Reno area. This company has the tools necessary to complete a system cleaning and inspection of

the Detention Centers plumbing system. And will provide the county with video evidence of the condition of the system

The attached proposal has a “not to exceed” amount of \$8,900.00 which provides for up to 40 hours of work performed. Savages and Son bill on an hourly basis for time and material and will bill accordingly for time spent on this service. As it is not known exactly how much time will be needed, 40 hours was provided as an overestimation based upon Peter Savage’s experience.

WHY ARE YOU BRINGING THIS BEFORE THE BOARD NOW:

With an inmate population of approximately 50 people, Captain Peters is seeking emergency cleaning and inspection of the system to determine if any plumbing system failures exist that are contributing to the backups in the Detention Center.

Captain Peters is ensuring he is maintaining compliance with all Federal and state laws regarding safety, health and hygiene standards for both the staff of the Detention Center as well as the inmate population.

PREVIOUS ACTION:

It is not known to Captain Peters if this service has ever been completed in the past. However, a collapsed pipe was discovered and repaired in 2022.

HAS DISTRICT ATTORNEY REVIEWED AGREEMENT/CONTRACT IF APPLICABLE:

N/A

FISCAL IMPACT IF APPLICABLE:

Not to exceed \$8,900.00

RECOMMENDATION:

Allow and provide emergency funding for cleaning and inspection of the Detention Center’s waste plumbing system.

LIST SUPPORTING DOCUMENTS IF APPLICABLE:

Savage and Son service department proposal and scope.

POSSIBLE MOTION: Motion to approve and fund the emergency inspection of the Detention Center’s waste plumbing system by Savage and Son Plumbing.

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HAS DISTRICT ATTORNEY REVIEWED AGREEMENT/CONTRACT IF APPLICABLE:

N/A

FISCAL IMPACT IF APPLICABLE:

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RECOMMENDATION:

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POSSIBLE MOTION: Motion to approve and fund the emergency inspection of the Detention Center’s waste plumbing system by Savage and Son Plumbing.