

BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA

THURSDAY 9:00 A.M. APRIL 2, 1998

PRESENT:

Joanne Bond, Chairman
Mike Mouliot, Vice Chairman
Sue Camp, Commissioner
Jim Galloway, Commissioner
Jim Shaw, Commissioner

Judi Bailey, County Clerk
John MacIntyre, County Manager
Madelyn Shipman, Legal Counsel

The Board met in special session in the Caucus Room of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the pledge of allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

AGENDA

In accordance with the Open Meeting Law, on motion by Commissioner Galloway, seconded by Commissioner Camp, which motion duly carried, Chairman Bond ordered that the agenda for the April 2, 1998, meeting be approved.

PUBLIC COMMENTS

There was no response to the call for public comments.

98-290 REVIEW OF PRELIMINARY DEVELOPMENT AGREEMENT - CASE NO. DA10-1-97 - AND POSSIBLE REVIEW OF THE FINAL DEVELOPMENT AGREEMENT-DAMONTE RANCH TRADE CENTER/NEVADA TRI PARTNERS

9:00 a.m. This was the time set to consider a request to enter into a Development Agreement between the Nevada Tri Partners and Washoe County for the Damonte Ranch Trade Center as directed by the Southeast Truckee Meadows Specific Plan. The project consists of two phases and includes 193.00 acres of Office Commercial/Industrial (OC/I), 39.2 acres of General Commercial (GC), 50.00 acres of Open Space (OS), and 3.6 acres of Parks and Recreation. The 302 acre site will include infrastructure back-bone improvements such as roadway, utility, and drainage facilities within the project area as required by the Specific Plan. The request also includes a Design Standards Handbook that will guide future development within the Damonte Ranch Trade Center boundaries. The property is located south of Double Diamond Ranch and east of South Virginia Street, and is a portion of the Southeast Truckee Meadows Specific Plan area within the Southeast Truckee Meadows Area Plan. The parcels are situated within Sections 16, 17, 20, and 21, T18N, R20E, MDM, Washoe County, Nevada. (APN's: 16-400-63, 65, 70, 71, 81, and 16-520-03, 04, 05, 16, 18, 20, 24, 26, and 27) Cheryl Ryan, Department of Community Development, provided background information, detailing the proposed development, and displayed several maps and charts on the overhead projector. She stated that the project is coming to the Board of County Commissioners without any conditions of approval because the developer has added new language to the development agreement, as shown on the yellow sheets contained in the backup material, which resolve all the issues. Ms. Ryan also distributed and placed on file with the Clerk, a yellow page labeled Appendix "A", page 3 of 8, wherein additional new language concerning the adequacy of fee assessments for maintenance of flood control facilities has been requested and agreed to by the developer. Ms. Ryan then answered numerous questions of Board members.

Chairman Bond opened the public hearing by calling on anyone wishing to speak concerning subject proposal.

Sam Dehne, Reno citizen, spoke in opposition referring to the "cancerous growth" in the entire County and "rubber-stamping" by all of the Commissions and the Councils approving every development project that comes along without question, stating that there is not enough water in this area to support all this development; that there is not enough clean air; and that there is too much noise, pollution, danger and blight.

Perry DiLoreto, Nevada Tri-Partners, stated that they have been working on this plan for over nine years, assured the Board that they do not take their responsibilities to the community lightly, and stated that they will do their best to build a project that everyone will be proud of.

There being no one else wishing to speak, Chairman Bond closed the public hearing.

Commissioner Camp stated that this very long public process included many, many hours of citizen input; that the residents in subject area worked very hard on the Specific Plan; that this plan reflects what the people want in their area; and that none of this was done in a "backroom" as Mr. Dehne suggested.

Based on the following FINDINGS:

1. That the request conforms to the requirements outlined in the Washoe County Comprehensive Plan, the Southeast Truckee Meadows Area Plan, and the Southeast Truckee Meadows Specific Plan;
2. That the Preliminary Development Agreement as proposed will meet the goals of the Specific Plan and Comprehensive Plan by providing the necessary infrastructure, maintenance, and design standards. No significant departures from the Specific Plan will be included in the Development Agreement;
3. The purpose, location and amount of the wetlands/open space in the proposed project is in proportion to the intensity of development, and will provide habitat and recreational opportunities. Proposals for maintenance and conservation of the wetlands/open space are adequate and include an Army Corps of Engineers 404 permit, Maintenance Association, and Master Flood Control Maintenance and Operation Agreement;
4. That while the project does not include any public service facilities on site, the developer has entered into a Fair Share Infrastructure Financing & Allocation Agreement that requires them to participate in the cost of providing infrastructure in the Specific Plan area. This includes, but is not limited to, the provision of public services by making voluntary payments to Washoe County for the provision of fire service, paying a construction park tax for the provisions of parks within the plan area, making dedications for sufficient right-of-way for streets, and participating in a County administered service district for flood facilities;
5. That the relationship of the proposed project to the neighborhood is beneficial because it will provide services, jobs and recreational opportunities to the surrounding residential uses; and
6. That the terms and conditions of the Development Agreement are sufficient to protect the public interest over the 20 year term. The Agreement includes the proper maintenance associations and districts to care for required infrastructure, landscaping, lighting and flood control, and provides appropriate transfer language that will allow the County to assume responsibility if and when required;

Commissioner Camp moved to approve the Preliminary Development Agreement, Development Agreement Case No. DA10-1-97 for the Damonte Ranch Trade Center, and accompanying plan and Exhibits as submitted and approved by the Planning Commission and including the addition of the new language concerning the adequacy of fee assessments to sustain the maintenance of flood control facilities. The motion was seconded by Commissioner Galloway; and, upon call for the vote, the motion carried unanimously.

Based on the finding that the Final Development Agreement, with the inclusion of the new language concerning the adequacy of fee assessments to sustain the maintenance of flood control facilities, is in substantial conformance with the Preliminary Development Agreement, on motion by Commissioner Galloway, seconded by Commissioner Shaw, which motion duly carried, Chairman Bond ordered that the Final Development Agreement, Development Agreement Case No. DA10-1-97 for the Damonte Ranch Trade Center, be approved; that the project proceed as presented; and that the applicant be able to develop the property in accordance with the terms of the approved Final Development Agreement.

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BILL NO. 1188 - FINAL DEVELOPMENT AGREEMENT - DAMONTE RANCH TRADE CENTER - DEVELOPMENT AGREEMENT CASE NO. DA10-1-97

Based on the finding that the Final Development Agreement, with the inclusion of the new language concerning the adequacy of fee assessments to sustain the maintenance of flood control facilities, is in substantial conformance with the Preliminary Development Agreement, and the project will proceed, and the applicant will be able to develop the property in accordance with the terms of the approved Final Development Agreement, BILL NO. 1188, entitled, "AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING THE FINAL DEVELOPMENT AGREEMENT FOR THE DAMONTE RANCH TRADE CENTER. THE AGREEMENT FACILITATES THE DEVELOPMENT OF COMMERCIAL AND INDUSTRIAL LAND WITHIN THE SOUTHEAST TRUCKEE MEADOWS SPECIFIC PLAN AREA. THE PROJECT CONSISTS OF TWO PHASES AND INCLUDES ñ193.0 ACRES OF OFFICE COMMERCIAL/INDUSTRIAL (OC/I), ñ39.2 ACRES OF GENERAL COMMERCIAL (GC), ñ50.0 ACRES OF OPEN SPACE (OS), AND ñ3.6 ACRES OF PARKS AND RECREATION (PR). THE ñ302 ACRE SITE WILL INCLUDE INFRASTRUCTURE BACKBONE IMPROVEMENTS SUCH AS ROADWAY, UTILITY, AND DRAINAGE FACILITIES WITHIN THE PROJECT AREA AS REQUIRED BY THE SPECIFIC PLAN. THE PROJECT ALSO INCLUDES A DESIGN STANDARDS HANDBOOK THAT WILL GUIDE FUTURE DEVELOPMENT WITHIN THE DAMONTE RANCH TRADE CENTER BOUNDARIES. THE PROPERTY IS LOCATED SOUTH OF DOUBLE DIAMOND RANCH AND EAST OF SOUTH VIRGINIA STREET, AND IS A PORTION OF THE SOUTHEAST TRUCKEE MEADOWS SPECIFIC PLAN AREA WITHIN THE SOUTHEAST TRUCKEE MEADOWS AREA PLAN. THE PARCELS ARE SITUATED WITHIN SECTIONS 16, 17, 20, AND 21, T18N, R20E, MDM, WASHOE COUNTY, NEVADA. (APN'S: 16-400-63, 65, 70, 71, 81, AND 16-520-03, 04, 05, 16, 18, 20, 24, 26, AND 27)" was introduced by Commissioner Camp, the title read to the Board and legal notice for final action of adoption directed.

98-291 BILL NO. 1189 - AMENDING WCC CHAPTERS 5, 20 & 21 - ABOLISHING ELECTED OFFICE OF CONSTABLE

Commissioner Galloway stated that the Incline Village Constable performs many other duties for Washoe County, such as prisoner transports, home confinements, disaster security for the hospital, etc., and that the proposal is to abolish all the Constable positions at the end of this elected term (January, 1999), except for the Incline Constable. He stated that because of all the additional duties that the Incline Constable performs, it would be desirable that that position not be abolished until the end of the next 4-year term, which would be January, 2003; and that by that time the County should be able to implement legislation so that a Marshal or Special Bailiff could be appointed at Incline Village to perform those additional duties.

Commissioner Shaw stated that he has a problem with that idea; that he believes the Board needs to be consistent; and that if one position is continued, they should all be continued, especially since it's for four years. It was pointed out that it may not be for four years depending on what can be accomplished through the 1999 legislature.

Madelyn Shipman, Assistant District Attorney, noted that as currently drafted the ordinance abolishes the offices of the Constables in Reno, Sparks, Verdi, Gerlach and Wadsworth at the end of their elected terms (January, 1999); and that the Incline Constable position would be abolished at the completion of the term that starts on January 4, 1999.

Bill No. 1189, entitled, "AN ORDINANCE ABOLISHING ELECTED POSITIONS OF CONSTABLE WITHIN THE COUNTY OF WASHOE; AMENDING WASHOE COUNTY CODE SECTIONS RELATING TO CONSTABLE; AND OTHER MATTERS RELATING THERETO" was introduced by Commissioner Galloway, the title read to the Board and legal notice for final action of adoption directed.

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There being no further business to come before the Board, the meeting adjourned at 9:50 a.m.

JOANNE BOND, Chairman

Washoe County Commission

ATTEST: JUDI BAILEY, County Clerk