

BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA

TUESDAY

2:00 P.M.

OCTOBER 9, 2007

PRESENT:

Bob Larkin, Chairman
Bonnie Weber, Vice Chairman
Jim Galloway, Commissioner
David Humke, Commissioner
Kitty Jung, Commissioner

Amy Harvey, County Clerk
John Slaughter, Acting County Manager
Melanie Foster, Legal Counsel

The Board met in regular session in the Commission Chambers 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:

07-1135 AGENDA ITEM 3 - AGENDA

Agenda Subject: “Approval of the agenda for the Board of County Commissioners’ meeting of October 9, 2007, including consideration of taking items out of sequence, deleting items and adding items which require action upon a finding that an emergency exists.”

In response to the call for public comment, Guy Felton alleged the agenda had no validity because it contained treasonous statements.

Sam Dehne objected to approval of the agenda because of the two-minute limitation on public comment.

In accordance with the Open Meeting Law, on motion by Commissioner Weber, seconded by Commissioner Galloway, which motion duly carried, Chairman Larkin ordered that Agenda Item 3 be approved.

AGENDA ITEM 4 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

John Slaughter, Acting County Manager, stated: "The Chairman and the Board of County Commissioners intend that their proceedings should demonstrate the highest levels of decorum, civic responsibility, efficiency and mutual respect between citizens and their government. The Board respects the right of citizens to present differing opinions and views, even criticism, but our democracy cannot function effectively in an environment of personal attacks, slander, threats of violence and willful disruption. To that end, the Nevada Open Meeting Law provides the authority for the Chair of a public body to maintain the decorum and to declare a recess if needed to remove any person who is disrupting the meeting, and notice is hereby provided of the intent of this body to preserve the decorum and remove anyone who disrupts the proceedings."

Stuart Mackie indicated he filed a public meeting complaint concerning a Water Commission meeting, where he stated there was an individual who had to identify himself as a representative from the South Truckee Meadows General Improvement District before he was "legally allowed to stay at the meeting". He wondered why no one was putting a price on the \$100,000,000 dollars worth of water allegedly given away by the Commission. Upon asking for an answer to his question, Chairman Larkin informed Mr. Mackie that the Commission did not directly respond to public comments and asked him to take a seat.

Guy Felton discussed the recent decertification of Sequoia voting machines in California and suggested that elected officials in Nevada could not prove they were honestly elected.

Gary Schmidt suggested the Commission and County Manager should have been able to anticipate the budget shortfall and proposed salary reductions for the County Manager and Department Directors.

AGENDA ITEM 5 – COMMISSIONERS'/MANAGER'S ANNOUNCEMENTS

Agenda Subject: "Commissioners'/Manager's Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda. (No discussion among Commissioners will take place on this item)."

Commissioner Humke expressed sorrow over the recent death of constituent Gino Del Carlo, a University of Nevada Reno graduate and Vietnam veteran. He referred to a recent Board of Health Retreat meeting, where approximately seven hours was spent discussing management of the budget.

Commissioner Weber offered to set up discussions between Stuart Mackie and Rosemary Menard, Water Resources Director, so that Mr. Mackie could obtain the facts concerning his water complaints. She requested an agenda item for the Commission to review a map showing the 5,000-foot buffer zone around existing residences and recorded lots for the purpose of identifying possible sign locations pertaining to the

unrestricted discharge of firearms in Golden Valley. Commissioner Weber stated there were over 80 attendees at her recent Town Hall Meeting and many issues were brought forward, particularly the roads and traffic on U.S. Highway 395. She discussed her recent attendance at the Nevada Association of Counties (NACO) Convention in Elko, where she was elected to replace former Commissioner Pete Sferrazza as one of two Nevada representatives to the National Board of Directors. Commissioner Weber announced a dedication of the Community Room at the Silver Lake Volunteer Fire Department scheduled for October 13, 2007.

Commissioner Galloway asked Mr. Mackie for some written documentation concerning his water complaints. Although the Commission was not currently agendized for discussion of such an issue, he stated he would place an item on a future Board agenda if there was sufficient documentation to warrant that. Commissioner Galloway indicated that staff would be coming forward with a status report concerning alleged violations during events at the Rockin' LJ Arena. He requested an agenda item during the first meeting in November 2007 to discuss the report, give possible further direction to staff and allow concerned citizens an opportunity to comment. Commissioner Galloway related a request from the West Truckee Meadows Citizens Advisory Board (WTMCAB) for a list of permit conditions placed on the water tank approved at Hunter Lake Reservoir. He said the citizens wanted to compare the conditions of the Planning Commission with those requested by the WTMCAB. Regarding decorum, Commissioner Galloway asked for an opinion from staff or legal counsel about wording that might be added to the statement on the agenda concerning name-calling or "gratuitous insults" during the public comment period. He commented that such behavior set a poor example to children and others who may be watching televised meetings. Commissioner Galloway congratulated Commissioner Weber on her election to the National Association of Counties Board of Directors.

Guy Felton spoke from the audience and asked for an opportunity to give rebuttal. Chairman Larkin gave Mr. Felton a warning and, when he continued to speak, asked Sheriff's deputies to escort him out of the building.

2:33 p.m. Chairman Larkin declared a brief recess.

2:35 p.m. The Board reconvened with all members present.

Commissioner Jung stated she also attended the NACO Convention in Elko along with Commissioner Weber. She discussed her attendance at the meetings of seven different Neighborhood and Citizen Advisory Boards in her District and indicated she recently visited various County departments including the District Attorney's Office and the District Health Department.

Commissioner Galloway announced a book sale to support Library operations, sponsored by Friends of the Library from October 25 to November 4, 2007.

Melanie Foster, Assistant District Attorney, informed the Commissioners that the final Evans Creek Agreement would soon be signed by the principles. Commissioner Galloway explained the Evans Creek Agreement would give the County the ability to purchase 200 acres of Ballardini land using federal and State funds from the Southern Nevada Public Land Management Act.

DISCUSSION – CONSENT AGENDA

Agenda Item 6M(2) was removed from the consent agenda to be considered for a separate vote.

Commissioner Weber expressed concern that Items 6P(1), 6P(2) and 6P(3) were all retroactive. Although there was no representative present from the Senior Services Department, Acting County Manager John Slaughter offered to get more information for Commissioner Weber.

In response to the call for public comment, Sam Dehne and Gary Schmidt complained about microphone problems with the new sound system in the Commission Chambers.

07-1136 AGENDA ITEM 6A

Agenda Subject: “Approve minutes for Board of County Commissioners’ meeting of August 28, 2007.”

In response to the call for public comment, Gary Schmidt alleged that two separate statements attributed to him under item 07-974 of the August 28, 2007 minutes were incorrect.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6A be approved.

07-1137 AGENDA ITEM 6B – MANAGEMENT SERVICES/COMMUNITY SUPPORT ADMINISTRATOR

Agenda Subject: “Approve and authorize Chairman to sign an Amendment to the Grant Program Contract with Children’s Cabinet at Incline Village for the Incline Village Clinic, to decrease the term of the agreement and decrease the amount of the grant; approve and authorize the Chairman to sign a Grant Program Agreement with Nevada Health Centers to support the operation of a clinic in Incline Village [\$30,000] for the remainder of Fiscal Year 2007/08 retroactive to October 1, 2007; and, approve and execute Resolution necessary for same.”

At the request of Commissioner Weber, Acting County Manager John Slaughter explained that healthcare was not the primary mission of the Children's

Cabinet. Accordingly, a grant and agreement would be terminated with the Children's Cabinet and a new agreement made with Nevada Health Centers. He stated this would allow for the provision of full-time paid medical professionals at the Incline Village Clinic rather than depending on volunteers through the Children's Cabinet.

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6B be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

07-1138 AGENDA ITEM 6C – TREASURER’S OFFICE

Agenda Subject: “Authorize Washoe County Treasurer to auction all newly delinquent lands held in trust with the exception of those parcels listed (attached Exhibit A) and adopt Resolution authorizing the Washoe County Treasurer to transfer to other governmental entities real property held in trust due to property tax delinquencies and other matters properly related thereto (2007 Tax Delinquent Lands Book on file in Washoe County Manager’s Office).”

In response to the call for public comment, Stuart Mackie wondered if Agenda Item 6C included properties purchased by Washoe County that were located in Churchill County. He alleged that such a practice was illegal and mentioned deed restrictions and water issues associated with it. Chairman Larkin asked Mr. Mackie to confine his comments to the topic under Agenda Item 6C.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6C be authorized and adopted. The Resolution and Exhibit A for same are attached hereto and made a part of the minutes thereof.

07-1139 AGENDA ITEM 6D – COMMUNITY DEVELOPMENT

Agenda Subject: “Appoint Steve Grosz as an At-Large member to fill an unexpired term to June 30, 2009 and Darcy Smernis as an At-Large Alternate to fill a newly created position to June 30, 2009 on the Spanish Springs Citizen Advisory Board (Commissioner Larkin, Commission District 4).”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6D be approved.

07-1140 AGENDA ITEM 6E – RISK MANAGEMENT

Agenda Subject: “Approve payment [\$45,000] to Marlene Gaston as full and final settlement of claim number 27211 against Washoe County.”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6E be approved.

07-1141 AGENDA ITEM 6F – 911 EMERGENCY RESPONSE ADVISORY COMMITTEE

Agenda Subject: “Approve purchase of two VESTA workstations by the 911 Emergency Response Fund for the Washoe County Sheriff’s Office Incline Village Substation [not to exceed \$59,644.20].”

Captain Steve Kelly, Incline Substation Commander and Member of the 911 Emergency Response Advisory Committee, clarified that the purchase would allow the Incline Station to accommodate more phone calls during peak periods. Captain Kelly indicated the VESTA workstation would be purchased with funds from the 911 Emergency Response Fund and there was no impact on the County's General Fund.

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6F be approved.

07-1142 AGENDA ITEM 6G – COMPTROLLER’S OFFICE

Agenda Subject: “Authorize the Tax Collector to strike names and amounts identified on Delinquency/Uncollectable Personal Property Tax List for Fiscal Years 2002/03 through 2007/08 [\$20,728.01].”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G be authorized.

07-1143 AGENDA ITEM 6H – DISTRICT COURT

Agenda Subject: “Approve Intrastate Interlocal Contract between the County of Washoe (Second Judicial District Court, Family Court Division) and University of Nevada School of Medicine (Multi-Specialty Group Practice North, Inc.) [\$49,400]

for statutory mental health examinations retroactive to July 1, 2007 through June 30, 2008; and if approved, authorize Chairman to execute Contract.”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6H be approved, authorized and executed. The Contract for same is attached hereto and made a part of the minutes thereof.

07-1144 AGENDA ITEM 6I – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT

Agenda Subject: “Approve travel expenditures [not to exceed \$14,000] for the Flood Project Coordinating Committee members for travel related to Flood Project business in Fiscal Year 2007/08 and to augment travel general ledger account; acknowledge appropriation adjustments within Truckee River Flood Management Operating and Capital Funds; and, direct Finance to make necessary adjustments (expense is provided by the 1/8 cent sales tax dedicated to planning, implementing and operating the Truckee River Flood Project).”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6I be approved, acknowledged and directed.

07-1145 AGENDA ITEM 6J – ALTERNATIVE SENTENCING DEPARTMENT

Agenda Subject: “Accept Washoe County Repeat DUI Prevention Program Grant Award [\$64,029 with in-kind County match of \$32,165] from Nevada Department of Public Safety-Office of Traffic Safety; authorize creation of one full-time equivalent Post Certified Assistant Alternative Sentencing Officer position (as evaluated by the Job Evaluation Committee); and, direct Finance to make appropriate budget adjustments.”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6J be accepted, authorized and directed.

07-1146 AGENDA ITEM 6K – MANAGER’S OFFICE

Agenda Subject: “Designate Commissioner Kitty Jung to act as the County Commission’s liaison on the Washoe County Schools Construction and Revitalization Advisory Committee.”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K be approved.

07-1147 AGENDA ITEM 6L(1) – DISTRICT HEALTH DEPARTMENT

Agenda Subject: “Approve amendments [increase of \$50,000 in both revenue and expenses] to the adopted Fiscal Year 2007/08 Child Abuse Prevention Outreach and Marketing Grant Program (IO 10410) budget, funded by a Notice of Grant Award from the Nevada Department of Health and Human Services, to bring the Fiscal Year 2007/08 adopted budget into alignment with the grant; and if approved, direct Finance Department to make appropriate budget adjustments.”

In response to a question by Commissioner Weber, Michelle Kling, Division Director of Community and Clinical Health Services, explained the grant was received from the Nevada State Health Division to provide a statewide awareness campaign for the prevention of child abuse and neglect. She stated the grant application was for a one-year period but the Division would work to obtain ongoing grant funds. Ms. Kling pointed out the grant included funding for the position of Program Manager Phil Ulibarri.

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6L(1) be approved and directed.

07-1148 AGENDA ITEM 6L(2) – DISTRICT HEALTH DEPARTMENT

Agenda Subject: “Approve amendments [increase of \$22,399 in both revenue and expenses] to the adopted Fiscal Year 2007/08 Young Adult and Latino Tobacco Campaign Program (IN 10418); and if approved, direct Finance Department to make appropriate budget adjustments.”

Commissioner Weber wondered if grant funding for this Item would be used to bring in additional staff. Jennifer Stoll-Hadayia, Public Health Program Manager, stated the grant was not to support staff but would fund two educational campaigns to discourage cigarette smoking among the young adult and Latino population groups. She pointed out that those two groups had some of the highest number of

smokers throughout the Country. Chairman Larkin clarified with Ms. Stoll-Hadayia that the grant funds came from tobacco settlement money and not from taxpayer dollars.

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6L(2) be approved and directed.

07-1149 AGENDA ITEM 6L(3) – DISTRICT HEALTH DEPARTMENT

Agenda Subject: “Approve amendments [increase of \$83,490 in both revenue and expenses] to the adopted Fiscal Year 2007/08 Air Quality Management U.S. Environmental Protection Agency, PM 2.5 Monitoring Program Budget (IN 10021); and if approved, direct Finance Department to make appropriate budget adjustments.”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, it Chairman Larkin ordered that Agenda Item 6L(3) be approved and directed.

07-1150 AGENDA ITEM 6M(1) – HUMAN RESOURCES DEPARTMENT

Agenda Subject: “Approve revision of Pro Tem Justice of the Peace List for Reno Justice Court.”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6M(1) be approved.

07-1151 AGENDA ITEM 6N(1) – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Adopt and execute a Resolution to support a grant request [\$12,000 - no match required] to The National Rifle Association Foundation for master plan development of Washoe County’s Regional Shooting Facility.”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6N(1) be adopted and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

07-1152 AGENDA ITEM 6N(2) – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Accept grant [\$19,680 - with \$17,900 match consisting of \$14,000 cash match from other agencies and \$3,900 in-kind staff project oversight] from Nevada Division of State Parks Recreation Trails Grant Program for the Regional Trails Map and Guide project; authorize Regional Parks and Open Space Director to sign all necessary agreements, documents and reports associated with the grant; and, authorize Finance Department to make appropriate budget adjustments.”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6N(2) be accepted and authorized.

07-1153 AGENDA ITEM 6O(1) – SHERIFF’S OFFICE

Agenda Subject: “Accept donations [\$25,000 from The E.L. Cord Foundation, \$2,500 from The Pasha Group, \$500 from Mr. and Mrs. Murphy and \$2,500 from John Dermody Ventures] to the Washoe County Sheriff’s Office Regional Aviation Enforcement Unit (Raven) Program; and if accepted, direct Finance to make appropriate budget adjustments.”

On behalf of the Commission, Commissioner Galloway thanked the donors for their generous contributions.

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6O(1) be accepted and directed.

07-1154 AGENDA ITEM 6O(2) – SHERIFF’S OFFICE

Agenda Subject: “Accept donation of a one-year Lease [no charge - value estimated at \$3,000] from Sani-Hut for a trailer containing two portable restrooms and restroom cleaning for the duration of the Lease to the Washoe County Sheriff’s Office Search and Rescue Program.”

On behalf of the Commission, Commissioner Galloway thanked the donors for their generous contributions.

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6O(2) be accepted.

07-1155 AGENDA ITEM 6O(3) – SHERIFF’S OFFICE

Agenda Subject: “Accept Grant Award Funding [\$46,320 with no County match required] for overtime from the Nevada Office of Traffic Safety for Joining Forces Grant; and if accepted, direct Finance to make necessary budget adjustments.”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6O(3) be accepted and directed.

07-1156 AGENDA ITEM 6O(4) – SHERIFF’S OFFICE

Agenda Subject: “Authorize non-County employee travel expense [approximately \$2,500] for performance of two external audits on the DNA Laboratory and the CODIS System DNA database (travel expenses requested for Ms. Ann Gross and Mr. Jim Iverson, employees of the Minnesota State Forensic Laboratory November 13-16, 2007); and if authorized, direct Finance to make necessary budget adjustments.”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6O(4) be authorized and directed.

07-1157 AGENDA ITEM 6P(1) – SENIOR SERVICES DEPARTMENT

Agenda Subject: “Accept supplemental grant award from the State of Nevada for the Nutrition Services Incentive Program [\$58,540 with no County match] retroactively for the period October 1, 2006 through September 30, 2007.”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6P(1) be accepted.

07-1158 AGENDA ITEM 6P(2) – SENIOR SERVICES DEPARTMENT

Agenda Subject: “Approve Amendment to an Agreement between the Veteran’s Administration and Washoe County Senior Services for Adult Day Care Services retroactively to extend the period from October 1, 2007 through January 31, 2008 and authorize Chairman to execute same.”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6P(2) be approved, authorized and executed.

07-1159 AGENDA ITEM 6P(3) – SENIOR SERVICES DEPARTMENT

Agenda Subject: “Accept grant awards for Fiscal Year 2007/08 retroactively for the period July 1, 2007 through June 30, 2008 from the Regional Transportation Commission for transportation of senior citizens and people with disabilities in Gerlach and Incline Village [\$17,500 for Gerlach and \$12,500 for Incline Village with no County match]; and if accepted, authorize Chairman to sign award letter for same and direct Finance Department to make appropriate budget adjustments.”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6P(3) be accepted, authorized and directed.

DISCUSSION – BLOCK VOTE

The Board consolidated Agenda Items 7, 10, 11, 12 and 18 into a block vote.

In response to the call for public comment, Sam Dehne disagreed with the concept of a block vote.

07-1160 AGENDA ITEM 7 – SHERIFF’S OFFICE

Agenda Subject: “Recommendation to approve State of Nevada, Department of Public Safety-Office of Criminal Justice Assistance Federal Fiscal Year 2007 Project Safe Neighborhoods Grant award [\$131,697 with no County match required]; and if approved, authorize Finance to make necessary budget adjustments.”

In response to the call for public comment, Sam Dehne recommended the Board find out more about what the expenditure in this fairly high-priced item was intended for.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 7 be approved and authorized as recommended.

07-1161 AGENDA ITEM 10 – PURCHASING DEPARTMENT

Agenda Subject: “Recommendation to award Washoe County Bid No. 2615-08 (PWP-WA-2007-361) for the purchase of a solar-supplemented power plant for a mountain top radio communication site, from the lowest, responsive, responsible bidder, Independent Power Corporation [\$110,973.81], to be installed on Fox Mountain in support of the Washoe County Regional Communications System (WCRCS); and if awarded, authorize Purchasing and Contracts Administrator to execute the Agreement for same (funding for this purchase is provided through the WCRCS.”

Commissioner Galloway observed two bids were received for widely divergent amounts and wondered how staff could estimate that the recommended bid was reasonable. Craig Harrison, Telecommunications Manager, stated staff estimated about \$110,000 based on the prices for parts required for the power plant. He indicated there was no commercial power service available near the intended location.

In response to the call for public comment, Sam Dehne recommended the Board find out more about what the expenditure in this fairly high-priced item was intended for.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 10 be awarded, authorized, and executed as recommended.

07-1162 AGENDA ITEM 11 – PURCHASING DEPARTMENT

Agenda Subject: “Recommendation to award Washoe County Request For Proposal No. 2600-07 for computer application software, GIS and Computer Assisted Mass Appraisal system integration and conversion of Assessor’s Maps to ESRI’s ArcGIS format on behalf of the Washoe County Assessor’s Office and the GIS Division of Washoe County Technology Services to Smart Data Strategies [\$376,090]; and if awarded, authorize Purchasing and Contracts Administrator to execute Agreement for same.”

In response to the call for public comment, Sam Dehne recommended the Board find out more about what the expenditure in this fairly high-priced item was intended for.

County Assessor Josh Wilson used public comment time to point out that the technology project in this agenda item would be paid for through a special fund

created pursuant to NRS 361.530, wherein the County Assessor received one-quarter of the 8 percent commission reserved from gross property taxes collected. He stated the fund would expire in 2009 and it was a statutory requirement that it be used to acquire technology for or to improve the technology used by the County Assessor.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 11 be awarded, authorized, and executed as recommended.

07-1163 AGENDA ITEM 12 – TECHNOLOGY SERVICES DEPARTMENT

Agenda Subject: “Recommendation to approve purchase (sole source) of Dell/EMC Storage Equipment from Dell Marketing LLP, through the Western States Contracting Alliance Contract, to be used to upgrade the current Storage Area Network located in the 9th Street Data Center [\$229,700.78].”

Commissioner Galloway asked if the equipment was available from other vendors. Cory Casazza, Chief Information Management Officer, explained the purchase would upgrade a Dell system and it was necessary to use the original vendor in order to avoid replacement of the entire system.

In response to the call for public comment, Sam Dehne recommended the Board find out more about what the expenditure in this fairly high-priced item was intended for.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 12 be approved as recommended.

07-1164 AGENDA ITEM 18 – COMMUNITY DEVELOPMENT

Agenda Subject: “Acceptance of Final Conditions of Approval for Appeal Case Number AX07-009, St. James’s Village, Inc.; Appeal of Amendment of Conditions Case Number AC07-002 St. James’s Village, Inc; Amendment of Tentative Map Case Number TM5-2-92.

To accept the amended text of conditions of approval number 29 and 30 for the St. James’s Village subdivision, pursuant to the Board’s action of July 10, 2007. The original request was to develop a phased, single-family subdivision consisting of 530 lots on six parcels totaling ±1,626 acres. The property is located at the end of the public portion of Joy Lake Road with additional access from Pagni Lane in Pleasant Valley and Washoe Flats Steak House (formerly Cattlemen’s Restaurant) on Joy Lake Road in West Washoe Valley. The site is designated Low Density Suburban (LDS) and General Rural (GR) in the Forest and South Valleys Area Plans and is within Commission District No. 2. It is in the area of review by both the Galena-Steamboat and West Washoe Valley Citizen Advisory Boards. The property is

within Sections 10, 13, 14, 15, and 23, T17N, R19E, MDM, Washoe County, Nevada. (Originally APNs 046-060-02, 03 and 08, 046-080-05, a portion of 046-100-01, and 047-010-04; now APNs 046-060-44, 45, 47 and 49)."

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 18 be approved to accept the amended text of conditions of approval numbers 29 and 30 for the St. James's Village subdivision, as specified in the staff report.

07-1165 AGENDA ITEM 6M(2) – HUMAN RESOURCES DEPARTMENT

Agenda Subject: "Approve reclassification requests submitted through the job evaluation and classification process [\$23,159.14]."

Agenda Item 6M(2) was removed from the consent agenda to be considered for a separate vote.

In response to questions by Chairman Larkin and Commissioner Galloway, Cory Casazza, Chief Information Management Officer, said there was currently a consultant doing development work and approximately \$70,000 would be cut from the consulting budget after one of the in-house positions was filled. Commissioner Weber stated she intended to vote "no" on the item and wondered how the Commission could justify allowing any reclassifications to go through. Mr. Casazza indicated that over \$90,000 per year had been spent on this type of consulting service for the past four years and, not only would there be savings in the dollar amount spent, but the County would get 2000 hours of development time from an in-house employee versus 400 hours from a consultant.

Commissioner Jung asked when the departments would come before the Commission with their proposed 5 percent budget reductions. John Slaughter, Acting County Manager, stated the departments had been given until October 15, 2007 to present budget plans to the Budget Office and the County Manager, and presentation to the Board was scheduled in November 2007. Commissioner Jung stated she was philosophically opposed to taking a position that no expenditures would be approved until after budget adjustments were completed unless the Board formally adopted such a position during a formally agendized discussion. She had confidence the departments were balancing their expenditure requests with the Commission's direction for a budget decrease. Commissioner Jung preferred to have a detailed analysis and strategy behind budget decisions in order to avoid "cutting muscle" rather than "cutting fat."

Commissioner Galloway pointed out there was a hiring freeze in effect, although neither the County Manager nor the Commission had gone so far as to freeze purchases and reclassifications. He agreed with Commissioner Jung that decisions should follow their normal course while each department worked out how to accomplish

its 5 percent budget cut. Commissioner Galloway hoped that staff would not bring reclassification requests before the Board unless there were compelling equity issues or they could demonstrate a net cost savings.

Commissioner Humke agreed with Commissioner Galloway and stated the County Manager had a system of overrides in place. He acknowledged that it could take a department several weeks or months to develop a new way of doing business. He suggested the County Manager or management staff should closely analyze agenda items until the November budget meeting could take place.

Commissioner Weber proposed the agenda item be continued and brought back after the November budget meeting. Mr. Casazza indicated he planned to keep one of the positions vacant for most of the fiscal year but there was a second position, which was fiscally neutral, that was critical to the operation of the Technology Services Department. Commissioner Galloway asked, by not approving the item, if that would make it more difficult for Technology Services to deliver its budget cuts. Mr. Casazza reiterated that part of his department's proposed budget cuts would involve delaying some non-critical development work until the end of the fiscal year.

Commissioner Galloway asked Mr. Slaughter if there were additional reclassification requests on the Board's upcoming agendas.

Mr. Slaughter stated the item under consideration was placed on the agenda prior to the budget direction issued by the Commission in September 2007. He indicated staff was asked to include a discussion of alternatives and fiscal impact for expenditure requests and, because of the lead time required to prepare the agenda calendar, the Board could expect to see that reflected in staff reports after the October 16th meeting.

Katey Fox, Recruitment and Selection Manager, noted there was a reclassification request on the agenda for the upcoming Commission meeting on October 23, 2007. She stated the fiscal impact of the request was approximately \$1,000.

In response to the call for public comment, Sam Dehne stated the Commission had wandered off the agenda by talking about the budget. He added that the County needed to generally tighten its belt and each Commissioner should take a 10 percent salary cut effective immediately.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried, Chairman Larkin ordered that Agenda Item 6M(2) be approved.

07-1166 AGENDA ITEM 8 – SHERIFF’S OFFICE

Agenda Subject: “Recommendation to authorize purchases in excess of \$50,000 for the purchase of computer equipment [\$57,500] under the current Washoe County –

Dell Computer contract and for analytical software [\$72,850] from Tiburon, Inc. (sole source) utilizing Federal Fiscal Year 2006 Department of Homeland Security Law Enforcement Terrorism Prevention Program grant funding.”

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Galloway, which motion duly carried, Chairman Larkin ordered that Agenda Item 8 be authorized as recommended.

**07-1167 AGENDA ITEM 9 – MANAGEMENT SERVICES/EMERGENCY
MANAGEMENT**

Agenda Subject: “Recommendation to accept a State of Nevada 2007 State Homeland Security Program Grant [\$510,000 - no County match required] and authorize Purchasing and Contracts Administrator to execute two professional services contracts [\$75,000 with Emergency Management Professionals for project management and \$150,000 with Ecology and Environment, Inc. for development of Shelter and Shelter-in-Place Plans]; and if accepted, direct Finance Department to make appropriate budget adjustments.”

Chairman Larkin observed that the amount given on the staff report for professional services was greater than the amount requested under the agenda item. Aaron Kenneston, Emergency Management Administrator, indicated there would be a future item before the Board to request approval of another professional services contract further into the grant cycle. He conducted a DVD presentation about the project, which was placed on file with the Clerk. Mr. Kenneston pointed out that the project was entirely funded through federal grant money designed to benefit all 17 counties in Nevada.

Commissioner Galloway asked if the Shelter-in-Place program was limited to certain types of emergencies. Mr. Kenneston explained the program used an all-hazards approach to natural and manmade emergencies, including pandemics. Commissioner Galloway expressed doubts about the practicality of training everyone to respond to everything.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 9 be accepted, authorized, executed and directed as recommended.

AGENDA ITEM 13 – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT

Agenda Subject: “Recommendation to approve an Interlocal Agreement between the County of Washoe and the City of Sparks for the use of flood project funds to conduct a feasibility study, public outreach process and design of the selected alternative for the relocation of the North Truckee Drain TRAction project [not to exceed \$790,000 with expenses to be charged to Truckee River Flood Project capital fund account 494 project number]; and if approved, authorize Chairman to execute the Interlocal Agreement upon presentation.”

In response to a question by Commissioner Galloway, Naomi Duerr, Director of the Truckee River Flood Management Project, indicated the Flood Project Coordinating Committee endorsed the Agreement and the project was a priority among four or five TRAction projects. She commented that the U.S. Army Corps of Engineers would not select its final plan for about another year. Commissioner Galloway wondered if the North Truckee Drain Project would be on the Corps of Engineers' locally preferred option list. Ms. Duerr said her confidence level was high that it would be and the County would therefore get credit for its expenses. Commissioner Galloway asked how much money would be spent for public outreach and what kind of outreach would be done. Ms. Duerr displayed a map, which was placed on file with the Clerk, and pointed out the current location of the North Truckee Drain and the intended point of relocation south of a point called Vista Narrows. She stated public outreach would focus on location and the rights of way that would need to be acquired for the project and pointed out that it was important to get public input into how to finalize the design of the project, particularly from the business community located in the affected area. Commissioner Galloway observed that he was in favor of spending money to get public input but was concerned that money not be spent for parties or public persuasion.

Commissioner Jung clarified with Ms. Duerr that the purpose of redirecting the discharge was to alleviate flooding in the industrial area. Ms. Duerr displayed an aerial map of the Vista Narrows, which was placed on file with the Clerk, and explained where flooding tended to occur. Commissioner Jung asked who owned the property to the east of the future drain location. Ms. Duerr was not certain and offered to obtain that information. Commissioner Jung wondered if future development could be restricted to avoid creating flooding problems further east.

In response to the call for public comment, Sam Dehne pointed out the \$790,000 request would only pay for the feasibility study and did not include the entire project. He suggested the staff report should incorporate an estimate of what the project would ultimately cost.

In response to a question by Chairman Larkin, Ms. Duerr observed the total project cost was estimated at \$30,000,000. Although she did not have a specific breakdown on the North Truckee Drain relocation, she pointed out that approximately 50 percent of the costs for the overall Flood Project would likely be paid by the U.S. Army

Corps of Engineers and 50 percent by local government funds, approximately \$400,000,000 each.

Commissioner Galloway asked if part of the feasibility study was to look at what restrictions might be necessary to prevent additional development from sending flows into the drainage. Ms. Duerr explained the Flood Project would develop a regional model to provide a tool for developers to evaluate the runoff and impact from new development. She said the Corps of Engineers required a comprehensive flood management program and there were plans for a series of local ordinances to control development in such a way that the Flood Project would work as designed.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried, Chairman Larkin ordered that Agenda Item 13 be approved, authorized and executed as recommended. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

3:55 p.m. Chairman Larkin declared a brief recess.

4:15 p.m. The Board convened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District with all members present.

4:28 p.m. The Board reconvened as the Board of County Commissioners with all members present.

07-1169 AGENDA ITEM 14 – PUBLIC WORKS DEPARTMENT

Agenda Subject: “Recommendation to award base bid and Alternates A and B for the Sheriff’s Office Northern Nevada Information Center Tenant Improvement Project to the lowest responsive and responsible bidder (staff recommends Bison Construction) [\$329,900]; and if awarded, authorize Chairman to execute Contract documents upon presentation.”

In response to a question by Commissioner Galloway, Sheriff's Deputy John Cryer stated the expenditure was entirely funded through a federal grant from the Law Enforcement Terrorism Prevention Program (LETPP). Mr. Cryer explained to Chairman Larkin that the office space to be remodeled was located at the Detention Center on Parr Boulevard. He said the space on the second floor was an existing shell that was never fleshed out after its construction several years ago.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 14 be awarded, authorized and executed as recommended.

07-1170 AGENDA ITEM 15 – PUBLIC WORKS DEPARTMENT

Agenda Subject: “Recommendation to award bid for the One South Sierra Elevator Replacement to the lowest responsive and responsible bidder (staff recommends Bison Construction) [\$906,700]; and if awarded, authorize Chairman to execute Contract documents upon presentation.”

Commissioner Galloway referred to background information in the staff report indicating the existing elevator was installed as part of a short-term installation. He thought it had been a design error and asked if there was any recourse with the architect. Dave Solaro, Capital Projects Division Manager, recalled the building was originally built to house three floors with a bid alternate for an additional three or four stories. Mr. Solaro confirmed with Commissioner Galloway that more future expansion of the building was being considered and all machinery for the replacement elevator would be moved from its current location to any potential future location. He pointed out future expansion was not expected to take place for 10-15 years and the replacement elevator was expected to last for that length of time.

In response to a question by Chairman Larkin, Mr. Solaro noted costs for the elevator replacement would come from the General Fund and it was on the approved Capital Improvement Project list.

Commissioner Galloway wondered where the Board should draw the line with Capital Improvement Projects. Mr. Solaro indicated staff evaluated the possibility of deferring the elevator replacement but it was felt the project should go forward based on safety considerations.

Chairman Larkin requested comments in future staff reports about the impact of Capital Improvement Projects being funded out of the General Fund.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, Chairman Larkin ordered that Agenda Item 15 be awarded, authorized and executed as recommended.

07-1171 AGENDA ITEM 16 – PUBLIC WORKS DEPARTMENT

Agenda Subject: “Recommendation to accept update of the District Court – Family Court – Additional Courtrooms project; and, authorize Chairman to execute Professional Services Agreement (staff recommends award to Collaborative Design Studio) [\$57,800] upon presentation.

Dave Solaro, Capital Projects Division Manager, provided an update on the project and outlined three options to provide courtroom space by January 2009 for two new Family Court judges approved by the 2007 State Legislature. Option one was to

add judicial courtrooms and chambers at 75 Court Street; option two included hearing rooms and office space for Court Masters at 75 Court Street; and, option three provided hearing rooms and office space for Court Masters on the first floor at One South Sierra with placement of some Family Court program staff at 75 Court Street. He stated the Family Court would make its recommendation concerning the options on October 12, 2007. Mr. Solaro explained staff was evaluating short-term options within the context of the long-range Court Complex Master Plan.

Chairman Larkin asked about the two vacant courtrooms on the second floor of the Mills B. Lane Justice Center. Mr. Solaro indicated the City of Reno Municipal Court Judges planned to finish those courtrooms for their own use within the next five years.

Commissioner Galloway clarified with Mr. Solaro that staff was requesting approval to move forward with the courtroom design and would come back to the Commission for approval to bid the construction. He pointed out he originally favored courtroom space at 75 Court Street until it was explained to him that would be wasteful when a new Court Complex was constructed. He stated he could support option three but did not want to accept a report recommending or authorizing any courtroom design at 75 Court Street.

Chairman Larkin agreed with Commissioner Galloway's position and said he would not back off from using the courtrooms at the Mills Lane Justice Center. He noted the building belonged to the people and not to any particular judge or department. Mr. Solaro assured the Commissioners that all three options were reviewed with the master planning consultants, who agreed that any work done for the short-term project would not be destroyed but would be utilized in the Master Plan. Chairman Larkin did not believe the consultants could guarantee that and wondered why the County was not pursuing the utilization of two existing courtrooms. Dan St. John, Public Works Director, explained that Assistant County Manager John Berkich sent a letter to the City of Reno and received a written response that the City was not interested in the kind of agreement the County was proposing. He indicated he would research it further but it was his understanding that the two courtrooms were part of the 40 percent of the Mills Lane Justice Center dedicated to the City of Reno's Municipal Court operation and he believed one courtroom was already earmarked for a joint use alternative sentencing operation between the City and the County. Mr. Solaro agreed with Mr. St. John and noted the alternative sentencing courtroom project went out to bid and was committed a year ago. Mr. St. John expressed concern that any delays at this stage might make it difficult to have the Family Court's additional courtrooms completed by December 2008.

Commissioner Jung wondered if it would be appropriate to work with the City of Reno at a joint meeting between the County Commission and the City Council. She suggested that any contracts for redesign at 75 Court Street could include a provision to incorporate the space into the Court Complex Master Plan. Commissioner Jung asked if the existing courtrooms were being utilized to their maximum advantage by night court schedules or other alternatives.

Mr. St. John clarified that the option of building two new courtrooms at 75 Court Street was least favored because it separated the Family Court into two buildings. In addition to the high cost, he stated the old building at 75 Court Street encouraged the one court/one judge approach, which the County did not want to perpetuate. He believed it was possible to incorporate the space created for this project into the Master Plan and guarantee its use over the next 10, 20 or 30 years.

Chairman Larkin and Commissioner Galloway indicated they could support option three if agreements could not be reached with the City of Reno. Mr. St. John pointed out that option three did not involve building any new courtrooms. Mr. Solaro said it would create three larger hearing rooms on the first floor of One South Sierra to be utilized by the Family Court Masters and two new judicial chambers on the third floor but the judges would share existing courtrooms.

A discussion ensued about the wording of the agenda item and the staff report. Melanie Foster, Assistant District Attorney, indicated to Commissioner Galloway that it would be acceptable for a motion to accept staff's update and authorize a professional services agreement limited to the design of option three. Mr. St. John agreed to provide another update to the Commission at its regular meeting on November 13, 2007.

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Humke, which motion duly carried, it was ordered that the update in Agenda Item 16 be accepted. It was further ordered that the professional services agreement in Agenda Item 16 be authorized but limited to the design of option three as specified in the background section of the staff report and the Chairman be authorized to execute the Agreement for same.

07-1172 AGENDA ITEM 17 – PUBLIC WORKS DEPARTMENT

Agenda Subject: “Recommendation to approve in concept the Crystal Bay Phase II Water Quality Improvement Project; authorize request and acceptance of grant funds from Nevada Division of State Lands - Nevada Tahoe Bond Act [estimated amount \$900,000]; authorize Chairman to execute Resolution to request Nevada Tahoe Bond Act Grant Funds; authorize request and acceptance of grant funds from U.S. Forest Service [estimated amount \$900,000]; authorize request and acceptance of water quality mitigation funds from Tahoe Regional Planning Agency, if needed, to supplement any shortfalls in grant funds up to \$1,000,000; appoint Director of Public Works as agent for Washoe County; and, direct Finance to make appropriate budget adjustments--Public Works.”

In response to Chairman Larkin, Dan St. John, Public Works Director, replied Phase I was within the casino core of Crystal Bay and Phase II was slightly outside the core.

Commissioner Galloway remarked the Board was authorizing the use of Tahoe Regional Planning Agency (TRPA) water quality mitigation funds, which was different from stating that the County had the use of those funds. Mr. St. John indicated these were funds held in trust by TRPA for the County that the County would use occasionally on environmental projects at Lake Tahoe. He explained the Forest Service Grant and the State Lands grant were sufficient, but if construction prices at Lake Tahoe went over the County had a cushion.

There was no response to the call for public comment.

On motion by Commissioner Galloway, seconded by Commissioner Humke, which motion duly carried, Chairman Larkin ordered that Agenda Item 17 be approved in concept, authorized, accepted, directed, executed and the Director of Public Works be appointed as agent for Washoe County.

07-1173 AGENDA ITEM 19 – COMMUNITY DEVELOPMENT

Agenda Subject: “Development Code Amendment Case Number DCA07-006 - Introduction and first reading of an Ordinance amending provisions relating to Washoe County Code Chapter 110, Articles 804, 806, 808 and 810 by clarifying persons with standing to appeal development decisions, and other matters properly relating thereto--Community Development.”

There was no response to the call for public comment.

Bill No. 1525, entitled, "AN ORDINANCE AMENDING PROVISIONS RELATING TO WASHOE COUNTY CODE CHAPTER 110, ARTICLES 804, 806, 808 AND 810 BY CLARIFYING PERSONS WITH STANDING TO APPEAL DEVELOPMENT DECISIONS, AND OTHER MATTERS PROPERLY RELATING THERETO" was introduced by Commissioner Galloway, the title read to the Board and legal notice for final action of adoption directed.

07-1174 AGENDA ITEM 20 - COMMUNITY DEVELOPMENT

Agenda Subject: "Introduction and first reading of an ordinance amending provisions relating to Washoe County Code Chapter 110, Article 100, Introduction and Organization: Title and Contents, to allow for the rejection of incomplete applications; Articles 804, Variances, 808, Administrative Permits, 810, Special Use Permits, 820, Amendment of Comprehensive Plan for the notification of military installations of certain planning applications and Article 902, Definitions, to define a military installation; Article 312, Fabricated Housing, to amend the age of a manufactured home allowed in a residential zoning district from 5 years to 6 years;

Article 606, Parcel Maps, to allow exceptions to the requirement of a parcel map for agricultural property; Article 306, Accessory Uses and Structures, to require a meter for use of a domestic well for a detached accessory dwelling; Article 806, Vacations and Abandonments of Easements or Streets, to require noticing to utilities and cable antenna television providers of vacations and abandonments of easements; Article 322, Group Care Facilities, to amend the distance between care facilities; Articles 302, Allowed Uses, and 304, Use Classification System, to add a definition of condominium hotels, Article 810, Special Use Permit, to add the requirement of a special use permit for hazardous material; and other matters properly relating thereto (DCA07-010)."

There was no response to the call for public comment.

Bill No. 1526, entitled, **"AN ORDINANCE AMENDING PROVISIONS RELATING TO WASHOE COUNTY CODE CHAPTER 110, ARTICLE 100, INTRODUCTION AND ORGANIZATION: TITLE AND CONTENTS, TO ALLOW FOR THE REJECTION OF INCOMPLETE APPLICATIONS; ARTICLES 804, VARIANCES, 808, ADMINISTRATIVE PERMITS, 810 SPECIAL USE PERMITS, 820 AMENDMENT OF COMPREHENSIVE PLAN FOR THE NOTIFICATION OF MILITARY INSTALLATIONS OF CERTAIN PLANNING APPLICATIONS AND ARTICLE 902, DEFINITIONS, TO DEFINE A MILITARY INSTALLATION; ARTICLE 312, FABRICATED HOUSING, TO AMEND THE AGE OF A MANUFACTURED HOME ALLOWED IN A RESIDENTIAL ZONING DISTRICT FROM 5 YEARS TO 6 YEARS; ARTICLE 606, PARCEL MAPS, TO ALLOW EXCEPTIONS TO THE REQUIREMENT OF A PARCEL MAP FOR AGRICULTURAL PROPERTY; ARTICLE 306, ACCESSORY USES AND STRUCTURES, TO REQUIRE A METER FOR USE OF A DOMESTIC WELL FOR A DETACHED ACCESSORY DWELLING; ARTICLE 806, VACATIONS AND ABANDONMENTS OF EASEMENTS OR STREETS TO REQUIRE NOTICING TO UTILITIES AND CABLE ANTENNA TELEVISION PROVIDERS OF VACATIONS AND ABANDONMENTS OF EASEMENTS; ARTICLE 322, GROUP CARE FACILITIES, TO AMEND THE DISTANCE BETWEEN CARE FACILITIES; ARTICLES 302, ALLOWED USES, AND 304, USE CLASSIFICATION SYSTEM, TO ADD A DEFINITION OF CONDOMINIUM HOTELS, ARTICLE 810, SPECIAL USE PERMIT, TO ADD THE REQUIREMENT OF A SPECIAL USE PERMIT FOR HAZARDOUS MATERIAL, AND OTHER MATTERS PROPERLY RELATING THERETO,"** was introduced by Commissioner Humke, the title read to the Board and legal notice for final action of adoption directed.

07-1175 AGENDA ITEM 21 - COMMUNITY DEVELOPMENT

Agenda Subject: "Introduction and first reading of an Ordinance amending provisions relating to Washoe County Code, Chapter 110, Article 706, Impact Fees, to adopt by reference the Regional Road Impact Fee General Administrative

Manual as referred to Washoe County by the Regional Transportation Commission of Washoe County on June 15, 2007, and to further adopt by reference the Regional Road Impact Fee amended Capital Improvements Program and accompanying fees as referred to Washoe County by the Regional Transportation Commission of Washoe County on June 15, 2007; and other matters properly relating thereto (DCA07-011)."

Commissioner Galloway inquired if this was the 50 percent interim increase that the Regional Transportation Commission (RTC) recommended and was approved by each entity. Mike Harper, Planning Manager, replied each entity had to adopt this because the other entities were authorized to collect the fee. Commissioner Galloway believed a greater increase was necessary. He remarked a constituent indicated plenty of money was involved where the costs exceeded the amount of revenue coming in to build roads that curtailed RTC projects because the fee had not kept up with the tripling of construction costs.

Mr. Harper indicated this was an 18-month fee that the RTC requested to come back for further review. Commissioner Galloway remarked then this would be 18 additional months of shortfall.

Chairman Larkin remarked the RTC agreed to review this in the spring of 2008 and was sensitive to the downturn of the market, but the fees were being doubled, which was a positive move and had been negotiated with the building industry.

Commissioner Galloway commented he did not believe this was a doubling of the fee, which he would have supported, but a 50 percent increase of the fee. Chairman Larkin clarified it was a 50 percent increase. Mr. Harper explained the Board would be recognizing the action of the RTC for the purpose of authorizing the collection of the future fee.

Commissioner Humke said the process envisioned a community dialogue on other types of revenue generation methods. He said the RTC felt it was necessary that everyone come to an imaginary table to discuss community priorities.

There was no response to the call for public comment.

Bill No. 1527, entitled, "AN ORDINANCE AMENDING PROVISIONS RELATING TO WASHOE COUNTY CODE CHAPTER 110, ARTICLE 706, IMPACT FEES, TO ADOPT BY REFERENCE THE REGIONAL ROAD IMPACT FEE GENERAL ADMINISTRATIVE MANUAL AS REFERRED TO WASHOE COUNTY BY THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ON JUNE 15, 2007, AND TO FURTHER ADOPT BY REFERENCE THE REGIONAL ROAD IMPACT FEE AMENDED CAPITAL IMPROVEMENTS PROGRAM AND ACCOMPANYING FEES AS REFERRED TO WASHOE COUNTY BY THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY ON JUNE 15, 2007; AND OTHER

MATTERS PROPERLY RELATING THERETO," was introduced by Commissioner Humke, the title read to the Board and legal notice for final action of adoption directed.

07-1176 AGENDA ITEM 22 - COMMUNITY DEVELOPMENT

Agenda Subject: "Introduction and first reading of an Ordinance to amend Washoe County Code, Chapter 110, Development Code, Article 310, Temporary Uses and Structures, by amending Section 110.310.45, Contractor's Yards, to lift the current restriction of locating a public agency contractor's yard a minimum of 2,000 feet away from established civic, commercial or residential uses; and other matters relating thereto; and scheduling of public hearing for second reading and possible adoption of amendments. (DC06-004)."

There was no response to the call for public comment.

Bill No. 1528, entitled, "AN ORDINANCE TO AMEND WASHOE COUNTY CODE, CHAPTER 110, DEVELOPMENT CODE, ARTICLE 310, TEMPORARY USES AND STRUCTURES, BY AMENDING SECTION 110.310.45, CONTRACTOR'S YARDS, TO LIFT THE CURRENT RESTRICTION OF LOCATING A PUBLIC AGENCY CONTRACTOR'S YARD A MINIMUM OF 2,000 FEET AWAY FROM ESTABLISHED CIVIC, COMMERCIAL OR RESIDENTIAL USES; AND OTHER MATTERS RELATING THERETO," was introduced by Commissioner Humke, the title read to the Board and legal notice for final action of adoption directed.

5:19 p.m. The Board recessed.

6:02 p.m. The Board reconvened with all members present.

07-1177 AGENDA ITEM 24 - WATER RESOURCES DEPARTMENT

5:30 p.m.

Agenda Subject: "Second reading and adoption of an Ordinance amending the powers of the Local District Managing Board for the South Truckee Meadows General Improvement District by delegating additional powers; and providing other matters properly relating thereto (Bill No. 1524)."

The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There being no response, the hearing was closed.

On motion by Commissioner Humke, seconded by Commissioner Galloway, which motion duly carried, Chairman Larkin ordered that Ordinance No. 1345, Bill No. 1524, entitled, "AN ORDINANCE AMENDING THE POWERS OF THE LOCAL DISTRICT MANAGING BOARD FOR THE SOUTH TRUCKEE MEADOWS GENERAL IMPROVEMENT DISTRICT BY DELEGATING

ADDITIONAL POWERS; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO. (BILL NO. 1524)," be approved, adopted and published in accordance with NRS 244.100.

07-1178 AGENDA ITEM 25 - COMMUNITY DEVELOPMENT

5:30 p.m.

Agenda Subject: "Development Agreement Case No. DA07-005--Glen and Tracy Copeland for Tentative Parcel Map PM 05-010 located in the Warm Springs Specific Plan."

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Development Agreement Case No. DA07-005, Glen and Tracy Copeland for Tentative Parcel Map PM 05-010. There being no response the hearing was closed.

Based on the following findings, on motion by Commissioner Humke, seconded by Commissioner Galloway, which motion duly carried, Chairman Larkin ordered that Agenda Item 25 be approved:

FINDINGS:

1. That the Development Agreement is in the best interests of Washoe County since the Parcel Map Review Committee and the Design Review Committee have recommended approval and the circumstances have not appreciably changed since that time;
2. That the Development Agreement promotes the public interest and welfare of the County by enabling good development to continue through the process being established; and
3. That the terms and conditions in the Development Agreement are sufficient to protect the interests of the public, residents and owners of the land subject to the Development Agreement in the Warm Springs Specific Plan.

07-1179 AGENDA ITEM 25 - BILL NO. 1529 - COMMUNITY DEVELOPMENT

5:30 p.m.

Agenda Subject: "Introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 adopting the Development Agreement Case No. DA07-005 for Tentative Parcel Map Case No. PM05-010, approved by the Parcel Map Review Committee of Washoe County on November 10, 2005; and, provide for second reading of the Ordinance on October 23, 2007 and further authorize the Chairman to execute the final Development Agreement upon adoption of the Ordinance."

Bill No. 1529, entitled, "AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 ADOPTING THE DEVELOPMENT AGREEMENT CASE NO. DA07-005 FOR TENTATIVE PARCEL MAP CASE NO PM05-010, APPROVED BY THE PARCEL MAP REVIEW COMMITTEE OF WASHOE COUNTY ON NOVEMBER 10, 2005," was introduced by Commissioner Humke, the title read to the Board and legal notice for final action of adoption directed.

07-1180 AGENDA ITEM 26 - COMMUNITY DEVELOPMENT

5:30 p.m.

Agenda Subject: "Amendment of Conditions Case No. AC07-012 (Amendment of Special Use Permit Case Number SB04-004 for David Mollenberg Grading)."

This was the time set to consider the request of the applicant to accept the grading of the project as completed, as reflected in the "as-built" plans submitted with this amendment request. The applicant further seeks to modify condition of approval number 8 to eliminate the requirement for temporary irrigation of disturbed areas. The applicant further seeks to eliminate condition number 22 which requires strict adherence to, and certification of, the plans that were approved. The applicant further seeks to modify condition number 27 which allows no building permits to be issued until the revegetation is complete, so as to allow the applicant to obtain building permits for flag poles and fencing. The applicant further seeks to modify condition number 28 to allow a portion of a "10' wide construction road" to remain that was conditioned to be returned to natural contour. The project is located approximately one-half mile east of the intersection of Pembroke Drive and Man Of War Drive at the end of the dirt road. The ±40-acre parcel is designated General Rural (GR) in the Southeast Truckee Meadows Area Plan, and is situated in a portion of Section 20, T19N, R20E, MDM, Washoe County, Nevada. The property is located in the Southeast Truckee Meadows Citizen Advisory Board boundary and Washoe County Commission District No. 2 (APN: 051-010-03).

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Amendment of Conditions Case No. AC07-012 (Amendment of Special Use Permit Case Number SB04-004).

Roger Pelham, Senior Planner, conducted a PowerPoint presentation, which was placed on file with the Clerk, explaining the proposed amendments to the conditions of Case No. AC07-012, Special Use Permit Case Number SB04-004 for David Mollenberg Grading. He commented the applicant sought amendments to Conditions 8, 22, 27, and 28. He said the County Engineer commented if this particular set of plans had been submitted in the beginning they might have been approved. Mr. Pelham acknowledged the contours did not match what was approved; however, explained it may be better to accept the "as-is" plans since an attempt to get the area to conform additional grading could cause greater damage. He said the Southeast Truckee Meadows Citizen

Advisory Board (CAB) considered this and recommended the Board accept the grading if the County Engineer stated it was feasible. Mr. Pelham commented this came down to a conflict between two values; legitimizing the work that was completed out of conformance with the approved plans, and the desire to limit further disturbance.

In response to Commissioner Galloway, Mr. Pelham replied there was a four-part request. He said condition 28 concerned the road cut, and he suggested that not be modified. Mr. Pelham said staff had received several letters from civil engineers and appropriate consultants stating what was constructed was safe, the pad was suitable for construction and the slopes were stable. Commissioner Galloway asked on what basis would it be approved. Mr. Pelham said the Board would be accepting the grading as it was completed and the "as-built" plans that reflected the grading and the contours, as they existed. Commissioner Galloway questioned what would happen if the grading were approved, and in the future, a subdivision map was submitted and found that other grading had been done. Mr. Pelham replied staff would go through an enforcement process. However, he indicated a subdivision map was not being contemplated. Commissioner Galloway noted the County was dealing with an individual who had a pattern for doing things without a permit. Mr. Pelham reiterated if that were to occur the building permit would be denied and it would be determined whether an additional grading permit, special use permit or modification would be required to the one that was being discussed. He clarified this was a special use permit because the amount of grading completed exceeded the thresholds established by the Development Code.

Chairman Larkin asked if staff was enabling the applicant to submit, "as-built" plans. Mr. Pelham explained the contour as it existed did not match the plans submitted; however, staff felt with the "as-built" plans additional grading would not be necessary. Chairman Larkin asked if the Board's judgment would be substituted and how did staff know that the elevation was 10 percent of the plans. Mr. Pelham said the elevation was not within 10 percent, which had been certified by a professional engineer. However, there was a set of "as-built" plans that accurately reflected the contour of the site. He added it was approvable by the County Engineer and met Code.

Mr. Pelham explained if the modifications were approved staff would have the authority to sign off prior to compliance of the remainder of the conditions, primarily revegetation, for the applicant to obtain a building permit to install flag poles and a permanent gate.

Ken Krater, applicant's representative, responded to questions and concerns raised by the Board and agreed some areas did not conform to the originally submitted plans. He distributed photographs, which were placed on file with the Clerk, that highlighted the roads, landscaping, contours and slope of the area. He said there had been plenty of engineering on the site and indicated there were two letters in the staff report submitted by a licensed geotechnical engineer stating the site was safe. Mr. Krater said Black Eagle Consulting was hired to satisfy a previous condition that a full-time inspector be on site. He explained Black Eagle was on site each day and submitted reports to County staff. Mr. Krater said there were slight variations to the road access put

in because of the planted trees, but it was a stable slope. He asked that condition 22 be deleted. In regard to condition 27, he explained the temporary gate could be easily removed and the site had been vandalized on several occasions, so a permanent gate was being requested. He said ultimately a permit would be required for a single-family home and noted there were no plans to divide the site. He remarked the building pad had been raised to the Board's recommendation. He questioned why Mr. Mollenberg should be responsible for an access gate to a water tank and felt that was the responsibility of the Water Resources Department. Mr. Krater emphasized the work that had been completed looked good and noted that three to four times as many trees required had been planted.

Julie Etra, Owner, Western Botanical Services, Inc., explained she was not a fan of temporary irrigation since temporary irrigation enhanced weed establishment and could set back the establishment of native species. She said she would only specify temporary irrigation projects in wetland areas and/or sediment basins to establish vegetation. Ms. Etra said she saw effluent tertiary water used for irrigation systems, but did not think it was appropriate to use well water for irrigation. She acknowledged the slope was stable, had a thick application of mulch and tacifier, and the revegetation work was completed in accordance with the specifications.

Commissioner Jung asked if native species had been planted. Ms. Etra replied the trees that require irrigation were Austrian Pines; however, the other species in the seed mix were native. Commissioner Jung asked if there was any irrigation occurring on the site at the present time. Ms. Etra stated permanent irrigation was occurring on the trees. Commissioner Jung remarked that was not in compliance with condition 8. Ms. Etra said everything that was seeded, mulched and tacified was not being irrigated. She indicated that was a condition, but as a designer not her recommendation. Commissioner Jung commented however, that was a condition of the Board in December 2006 and Ms. Etra concurred.

Commissioner Humke asked what would the area look like in five years. Ms. Etra replied approximately 25 to 30 percent native cover would be established.

Commissioner Galloway indicated he saw no condition concerning revegetation that stated planting Austrian Pine trees, and asked why they were placed in an unnatural manner. Mr. Krater said there was a condition to plant approximately 40 trees. He explained the trees were permanently irrigated and, per Ms. Etra's recommendation, no irrigation allowed on the seeded slopes. Commissioner Galloway said then the elimination of condition 8 would be with the exception of existing irrigation of the trees. Mr. Krater agreed.

Commissioner Jung was concerned this was either ignorance or willful disregard and said there was evidence for willful disregard. She said irrigation was directed during the December 2006 Board meeting, but that did not occur. Commissioner Jung remarked if there was a concern with a condition then during discussion of those conditions was the time to negotiate.

David Mollenberg, applicant, said in December 2006 he was given an approved set of plans, and believed he had met the intent of those plans, which included removing the material that was pushed off the slope. He said he hired a professional consultant as directed and daily reports were written and submitted. Mr. Mollenberg said he was caught between what the County was allowing him, and what his professionals had advised. He said he wanted to move forward and planned on building a single home on the site, not a subdivision. He said the access road could not be seen from below other than the slopes that had been reseeded at the recommendation of Ms. Etra. Mr. Mollenberg believed he should be allowed to place a permanent gate to protect his property and should be able to fly the American flag and the Nevada State flag. He indicated he did apply for a building permit for the gate, but because staff wrote a condition that would not allow him to have that permit, his application was denied. He said he was not attempting to be out of compliance and complied to the best of his ability with the intent of the Special Use Permit. Mr. Mollenberg hoped that since he had corrected his past mistakes he would be able to move forward.

Commissioner Jung commented the applicant felt he had been taken to task and asked if he had done the grading himself. Mr. Mollenberg replied he was in the surveying, engineering and construction business and had done most of the grading, but hired West Construction to place the infrastructure.

In response to Commissioner Galloway, Mr. Pelham replied to comply with Condition 28 the fill material had to be placed such that it would be brought back to the original contour. He said the fill was not placed back to original contour and there was a remnant made from the road cut which was the area referred to in condition 28.

Sherrie Betts spoke in support of Mr. Mollenberg and indicated she lived on Man of War Drive. She said the access road could not be seen from the road. Ms. Betts believed the vegetation had blended in with the environment and felt Mr. Mollenberg had a right to protect his property by placing a permanent gate.

Jim Tuxon indicated he was a Hidden Valley resident and stated as a contractor he had to abide by the conditions placed upon his projects. He was opposed to the amendments of the conditions.

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

Commissioner Galloway asked what was the slope of the natural contour. Mr. Pelham replied he had never seen the site before it was disturbed. Mr. Krater replied the area was quite steep. He explained the tighter the contour lines the steeper the slope.

Chairman Larkin questioned the additional driveway that was referred to as an access road and asked which condition was or was not being satisfied and how wide the road was. Mr. Pelham replied condition 22 was not being complied with since the

roadway or the contour needed to be within two feet or 10 percent of the approved plans. He said the road was approximately 20 feet wide.

Commissioner Humke agreed that condition 22 had not been met. He suggested the applicant return to the Board to review conditions 22 and 28, discuss retention amounts, and determine a reasonable amount of time for that retention. He recommended the review date be May 2008.

Commissioner Galloway said the regional Geographic Information Systems (GIS) contour furnished by the County did not represent the original contour. He said if condition 22 were retained it should state, "the original contour as determined by the best professional judgment of the certifying engineer" which would eliminate the additional driveway, the 10-foot access road described in condition 28, and the irrigation requirement. He suggested a minimum of \$200,000 of the original assurances in total be retained as assurance for the revegetation.

Commissioner Humke asked if the Board had disposed on the outstanding conditions for this eight-month period. Mr. Pelham replied per his understanding of the conversation, the conditions would be modified slightly such that condition 22 would state instead of compliance with the GIS data, it would be in compliance with the opinion of a professional engineer. Commissioner Galloway reiterated it would comply with the original topographic contour as determined by the best professional judgment of a certified civil engineer.

Chairman Larkin clarified the modified conditions were such that condition 22 would be to comply with the original topographic contour as determined by the best professional judgment of a certified engineer; the bond for revegetation would be a minimum of \$200,000 regardless of any other return of financial assurances and retained a minimum of 3 years until full revegetation was demonstrated to the satisfaction of Washoe County; a fence permit would be allowable; condition 8 would be eliminated except for the trees that were already irrigated; and, the gate and flagpoles would be allowed, which was the only exception to the building permit being denied.

In response to Mr. Krater, Commissioner Galloway clarified the additional driveway did not comply with condition 22 as the Board was proposing modification. He said it clearly was not part of the original contour nor was the area described in condition 28. Commissioner Galloway said those would need to be fixed.

Commissioner Humke believed it was not the responsibility of the property owner to erect a gate to the County's water tank and should be the Water Resources Department's responsibility. Commissioner Humke disclosed he visited the site in the past.

Commissioner Weber remarked she appreciated the fact this was moving forward and felt the applicant had attempted to rectify any wrong doings; however, she felt the County had run the applicant through a "washing machine" and did not think that

was the way the County should be conducting business. Commissioner Weber stated the process and what just occurred was not a good situation.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 26 be modified per the following conditions:

**AMENDED CONDITIONS OF APPROVAL SB04-004
Pursuant to Amendment of Conditions Case Number AC07-012
GENERAL CONDITIONS**

1. The applicant shall demonstrate substantial conformance to the plans approved as part of this special use permit. The Department of Community Development shall determine compliance with this condition.
2. The applicant shall complete grading and construction of rockery walls within two years from the date of approval by Washoe County.
3. A copy of the Final Action Order stating conditional approval of this special use permit shall be attached to all applications for administrative permits, including building and grading permits, issued by Washoe County.
4. The applicant and any successors shall direct any potential purchaser/operator of the special use permit to meet with the Department of Community Development to review conditions of approval prior to the final sale of the special use permit. The subsequent purchaser/operator of the special use permit shall notify the Department of Community Development of the name, address, telephone number, and contact person of the new purchaser/operator within 30 days of the final sale.
5. The height of all proposed rockery retaining walls shall not exceed six feet (exposed) in height. The color of the materials used to construct the rockery retaining walls shall be tan or brown to match the color of the hillside as closely as practicable. Compliance with this condition will be determined by the staff of the Department of Community Development.
6. All slopes steeper than 3:1 shall be mechanically stabilized with 6"-12" rock rip rap. The rock rip-rap utilized shall be native rock, that matches the color of the surrounding hillside as closely as practicable. All rip-rap slopes shall contain planting pockets every two hundred (200) square feet, in staggered rows for the planting of native bushes and vegetation. Bushes or other native vegetation shall be planted in all planting pockets. Bushes shall be at least one-gallon size. All riprap areas shall be seeded with native vegetation so that over time the plants will obscure the stabilized areas. Compliance with this condition shall be determined by the staff of the Department of Community Development before financial assurances are released.

7. The applicant shall submit a plan for revegetation of all disturbed areas to the Washoe - Storey Conservation District. The applicant shall supply a letter from the Washoe - Storey Conservation District to the Department of Community Development approving the revegetation plan. The applicant shall abide by the recommendations of the Washoe - Storey Conservation District for all revegetation activities, including the seed mix to be used and the timing of the planting. Compliance with this condition will be determined by the staff of the Department of Community Development, before financial assurances are released.
8. [DELETED BY BOARD OF COUNTY COMMISSIONERS]
9. The applicant shall provide financial assurances to the Department of Community Development equal to one hundred and twenty percent (120%) of the cost of revegetation of all disturbed areas by a certified landscape contractor, to ensure continuation of the mitigation efforts, to be held not less than three years to ensure the continued survival of plants beyond that time period for mitigation of visual scarring and for erosion control. Compliance with this condition will be determined by the staff of the Department of Community Development.
10. The applicant shall treat all rockery walls and all exposed rip-rap areas with "Permeon" simulated desert varnish or an equivalent rock stain product to ensure that all newly placed rocks and all rockery walls match the color of the surrounding hillside as closely as practicable. Compliance with this condition shall be determined by the Department of Community Development prior to the final inspection of the grading and rockery walls by the Department of Building and Safety.
11. A note shall be placed on all construction drawings and grading plans stating:

NOTE

Should any prehistoric or historic remains/artifacts be discovered during site development, work shall temporarily be halted at the specific site and the State Historic Preservation Office of the Department of Museums, Library and Arts, shall be notified to record and photograph the site. The period of temporary delay shall be limited to a maximum of two (2) working days from the date of notification.

ENGINEERING CONDITIONS

12. Compliance with the following conditions shall be determined by the County Engineer, prior to the issuance of a grading permit:
 - A. A complete set of construction improvement drawings, including an onsite grading plan, shall be submitted to the County Engineer for approval when applying for a building/grading permit. Grading shall comply with best

management practices (BMP's) and shall include detailed plans for grading, site drainage, erosion control (including BMP locations and installation details), slope stabilization, and mosquito abatement. Placement or disposal of any excavated materials shall be indicated on the grading plan. Silts shall be controlled on-site and not allowed onto adjacent property.

- B.** For construction areas larger than 1 acre and as required by the Clean Water Act, the site operator shall submit to the Nevada Division of Environmental Protection (NDEP) a Notice of Intent (NOI) for stormwater discharges associated with construction activity to be covered under a National Pollutant Discharge Elimination System (NPDES) permit. Proof of submittal of the NOI shall be submitted to the County Engineer prior to the issuance of a grading or building permit.
- C.** Applicant shall indicate on the plans where exported materials will be taken and a grading permit shall be obtained for the import site.
- D.** Exported materials shall not be sold without the proper business license.
- E.** A grading bond of \$1,000/acre of disturbed area shall be provided to the Engineering Division prior to any grading.
- F.** Cross-sections indicating cuts and fills shall be submitted when applying for a grading permit. Estimated total volumes shall be indicated.
- G.** All disturbed areas left undeveloped for more than 30 days shall be treated with a dust palliative. Disturbed areas left undeveloped for more than 45 days shall be revegetated. Methods and seed mix must be approved by the County Engineer with technical assistance from the Washoe-Storey Conservation District.
- H.** Documented access to the property (APN 051-010-03) is required prior to the issuance of a grading or building permit.
- I.** The maximum driveway grade shall be 14% as shown on the submittal plan/profile.

FIRE CONDITIONS

- 13.** Compliance with the following conditions shall be determined by the Reno Fire Department, prior to the issuance of a grading permit:
 - A.** Emergency vehicle access and turnaround meeting the provisions of Washoe County Code 60 shall be provided. Specifically, an approved turnaround shall be provided. The applicant should contact the Reno Fire Department for further information.

- B. Water for fire suppression meeting both duration and flow as outlined in Chapter 60 of the Washoe County Code shall be provided. Specifically, the applicant should contact the Reno Fire Department to discuss fire hydrant location.

VECTOR-BORNE DISEASES CONDITION

14. The applicant shall fill voids between boulders, utilized in construction of rockery walls, by placing smaller rock within six inches of the face of the rockery wall, for a minimum of one-third of the height of the wall. Compliance with this condition shall be determined by the District Health Department, Vector-Borne Diseases Program.

CONDITIONS ADDED BY BOARD OF ADJUSTMENT MAY 4, 2006

15. All work related to the development of the property shall be prohibited with the exception of work performed by licensed engineers to obtain necessary data for the completion of plans to rectify damages done to property(s) beyond the scope of the approved special use permit.
16. The Board of Adjustment on June 1, 2006, shall review the applicant's submittal of the estimated cost calculated to restore the site to the conditions allowed under the original scope of work approved by this special use permit. Upon acceptance of the amount, the applicant shall provide financial assurances (cash, cashier's check, Certificate of Deposit in the name of Washoe County, Letter of Credit, or other satisfactory form) to cover 120% of the estimated costs to staff of the Department of Community Development. The funds shall be presented to staff of the Department Community Development at the time specified at the June 1, 2006 BOA meeting and the funds shall be held until the restoration is complete. Compliance with this condition shall be determined by the staff of the Department of Community Development.

CONDITIONS ADDED BY BOARD OF ADJUSTMENT JUNE 1, 2006

17. Where there is a conflict, this condition supersedes Condition No. 16, above. The Board of Adjustment on July 6, 2006, shall review the applicant's submittal of the estimated cost calculated to restore the site to the conditions allowed under the original scope of work approved by this special use permit. Upon acceptance of the amount, the applicant shall provide financial assurances (cash, cashier's check, Certificate of Deposit in the name of Washoe County, Letter of Credit, or other satisfactory form) to cover 120% of the estimated costs to staff of the Department of Community Development. The funds shall be presented to staff of the Department Community Development at the June 22, 2006 submittal or at a time acceptable to the staff prior to the July 6, 2006 Board Of Adjustment meeting, and the funds shall be held until the restoration is complete. Compliance with this condition shall be determined by the staff of the Department of Community Development.

18. Washoe County Surveying and Engineering staff shall be invited to any meeting between Mr. Mollenberg and Mr. Parker's surveyors or engineers.

CONDITIONS ADDED BY BOARD OF COUNTY COMMISSIONERS ON AUGUST 22, 2006

19. Where there is a conflict between the conditions below and the previous conditions of approval, the conditions of the Special Use Permit as amended shall apply.
20. The applicant shall present plans acceptable to the County Engineer and to the Director of Community Development for restoration of all disturbed areas outside of the limits of the approved special use permit. The plans shall include appropriate re-contouring of all disturbed areas to the original topographic contour according to the 2' contours provided by the Washoe County Geographic Information Systems Department. The plans shall include engineering, hydrology and revegetation plans to the satisfaction of the County Engineer and to the Director of Community Development.
21. The plans shall indicate that disturbed soil shall be relocated to the top of the hill, consistent with the pre-disturbance contour, and appropriately compacted such that a building pad of not greater than 0.65 acres is created. The final elevation for a building pad shall not be lower than 5020'.
22. Prior to final inspection and final approval of all grading, re-contouring, revegetation, site restoration and all other work performed under the approval of this amended special use permit, the applicant shall present a letter, stamped by a civil engineer, registered in the State of Nevada certifying that final contour and elevation, at any point, do not vary by greater than 2 feet in elevation from the original topographic contour as determined by a professional engineer registered in the State of Nevada. The letter shall also certify that dimensions of all cut-and-fill areas and of all other disturbed areas does not vary by greater than 10% in any dimension from the plans approved for all grading, re-contouring, revegetation, site restoration and all other work performed under the approval of this amended special use permit (For example a roadway with a specified width of 12 feet [144 inches] could not vary in total width by more than 14.4 inches). A variation greater than 10% in any dimension or greater than 2 feet in final elevation shall be determined to be out of compliance with this amended special use permit.
23. [DELETED BY BOARD OF COUNTY COMMISSIONERS]
24. [DELETED BY BOARD OF COUNTY COMMISSIONERS]
25. The applicant shall complete a "Right-of-Entry, Hold Harmless" agreement to the benefit of Washoe County. Should the County Engineer and/or the Director of

- Community Development determine that the restoration of the site has not been completed in a satisfactory manner, within the time specified by this amended special use permit the County Engineer and/or the Director of Community Development shall authorize the expenditure of the financial assurances required, to complete the work. The applicant shall agree that the judgment of the County Engineer and/or the Director of Community Development is final and shall not hinder the County from completing the required restoration.
26. The applicant shall provide a copy of the State of Nevada Stormwater Pollution Prevention Plan (SWPPP), documentation that all fees have been paid and Washoe County checklists and fees are paid for all required Best Management Practices (BMP's) for the subject site, to the County Engineer. Prior to commencement of any work authorized by this amended special use permit the applicant shall present a letter, stamped by a civil engineer, registered in the State of Nevada, certifying that all initial BMP's are in place on the subject site.
 27. No building permit for any structure, dwelling, utilities, or any additional site improvements with the exception of two flag poles and one entry gate shall be issued until all required grading, re-contouring, revegetation, site restoration and all other work authorized to be performed under the approval of this amended special use permit has been completed to the satisfaction of the County Engineer and the Director of Community Development. Specifically, revegetation shall be determined to be satisfactorily completed when all disturbed areas are visually indistinguishable from the adjacent undisturbed hillsides or when more than 50% of all disturbed areas are covered with native vegetation.
 28. Prior to approval of a permit for grading and site restoration, the plans shall be modified to eliminate the "10' wide construction road" located to the northeast of the proposed building pad and proceeding west near the bottom of the drainageway. That area shall be returned to original contour, and revegetated. Large boulders or other obstacles acceptable to the County Engineer and the Director of Community Development shall be placed in a staggered row every 50 feet along the line of the roadway to prevent vehicular traffic in that area when site restoration is complete.
 29. The cut slope on the east end of the proposed building pad shall be revegetated. Revegetation of that slope shall include native tree species.
 30. All light-colored boulders, in all disturbed areas with exposed areas greater than twenty-five square feet shall be treated with "Permeon Simulated Desert Varnish" or equivalent product to darken the exposed boulders to match undisturbed, exposed rocks and boulders on adjacent, undisturbed slopes.
 31. All rip-rap areas shall be treated with "Permeon Simulated Desert Varnish" or equivalent product to darken the exposed boulders to match undisturbed, exposed rocks and boulders on adjacent, undisturbed slopes.

32. All trees shall meet minimum size standards for commercial and civic uses and shall be provided with temporary irrigation for a time period of not less than two years.
33. Prior to approval of a permit for grading and site restoration the applicant shall present the Director of Community Development with a letter from the Washoe County Department of Water Resources indicating that all requirements of the shared use agreement for that portion of the roadway that is utilized by the applicant and by Washoe County for access to the adjacent water tank have been satisfactorily completed.
34. No stockpiling of earthen material shall be allowed on the subject parcel or adjacent properties without required approval and permits.
35. Prior to any grading all work on adjacent properties shall have properly executed easements.
36. Prior to export of materials, a proposed Construction Traffic Haul Route Plan shall be submitted to the Engineering Division for review and approval. Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load capacity. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavement.
37. A detailed hydrology/hydraulic report prepared by a registered engineer shall be submitted to the Engineering Division for review and approval. The report shall include the locations, points of entry and discharge, flow rates and flood limits of all 5- and 100-year storm flows impacting both the site and offsite areas and the methods for handling those flows. The report shall include all storm drain pipe and ditch sizing calculations and a discussion of and mitigation measures for any impacts on existing offsite drainage facilities and properties.
38. The hydrology/hydraulic report and design of the drainages crossing the road shall be submitted to the Engineering Division for review and approval.
39. The applicant shall record a deed of trust on the subject property to the benefit of Washoe County, should the re-grading and restoration not be completed within 120 days. The Department of Community Development shall determine compliance with this condition.
40. The applicant shall supply a document agreeing to all conditions of approval imposed by the Board of County Commissioners. The Department of Community Development shall determine compliance with this condition.

41. The applicant shall supply a contract, to be paid by the applicant, for inspection of the site daily and report to the County Engineer daily, that all re-grading and restoration is being done in accordance with the approved restoration plans and County Code. The Department of Community Development shall determine compliance with this condition.
42. The applicant shall record a promissory note to the benefit of Washoe County, should the re-grading and restoration not be completed within 120 days. The Department of Community Development shall determine compliance with this condition.

DEPARTMENT OF WATER RESOURCES CONDITIONS

43. [DELETED BY BOARD OF COUNTY COMMISSIONERS]
44. A maintenance and access agreement between the applicant and Washoe County shall be approved prior to release of Building Permit for grading. The Department of Water Resources shall determine compliance with this condition.

ADDITIONAL ENGINEERING CONDITION

45. The applicant shall submit a letter, to the County Engineer, from a geotechnical engineer (signed & Stamped) certifying that the slopes that are steeper than 1H:1V along the driveway on the site are stable and that there is not a hazard for falling rocks. (The final slopes may not have been in place when previous slope letters were written.) Compliance with this condition shall be determined by the County Engineer prior to final approval of the grading permit.
46. The applicant shall return before the Board of County Commissioners near the middle of May, 2008 to provide a review of the progress toward revegetation of all disturbed areas. At that time the Board may choose to reduce the amount of financial assurances held to ensure compliance. In no event will the financial assurances be less than \$200,000. Financial assurances will be held for a minimum of three years.

AGENDA ITEM 27 – REPORTS/UPDATES FROM COUNTY COMMISSIONERS

Agenda Subject: "Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to (these may include, but not be limited to, Regional Transportation Commission, Reno-Sparks Convention & Visitors Authority, Debt Management Commission, District Board of Health, Truckee Meadows Water Authority, Organizational Effectiveness Committee, Investment Management Committee, Citizen Advisory Boards)."

Commissioner Weber said the investiture of Judge Pete Sferrazza and Judge Patricia Lynch was scheduled for October 12, 2007 in the Commission Chambers.

Chairman Larkin said the Regional Planning Governing Board (RPGB) was scheduled to meet on October 11, 2007 and the Flood Committee and the Interim Western Water Commission were both scheduled to meet on October 12, 2007.

Commissioner Jung requested staff reports and agendas be printed two-sided as a cost-saving mechanism.

* * * * *

7:59 p.m. There being no further business to come before the Board, the meeting was adjourned.

ROBERT M. LARKIN, Chairman
Washoe County Commission

ATTEST:

AMY HARVEY, County Clerk
and Clerk of the Board of
County Commissioners

*Minutes Prepared by
Lisa McNeill and Stacy Gonzales
Deputy County Clerks*

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between Washoe County
A political subdivision of the State of Nevada
Acting By and Through Its

SECOND JUDICIAL DISTRICT COURT
FAMILY COURT DIVISION
P.O. BOX 11130
Reno, NV 89520
Phone: (775) 325-7800
FAX: (775) 325-7923
(hereinafter referred to as the County)

and

UNIVERSITY OF NEVADA SCHOOL OF MEDICINE
MULTI-SPECIALTY GROUP PRACTICE NORTH, INC.
Nelson Building/353
401 West 2nd Street, Suite 227
Reno, NV 89503-5353
Phone: (775) 784-1223 ext. 271
FAX: (775) 327-2006

(hereinafter provider referred to as MEDSchool Associates, North)

WHEREAS, NRS 277,180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "MEDSchool Associates North" means the Board of Directors, its officers, employees, and immune contractors as defined in NRS 41.0307. The "County" means the County of Washoe, its officers, employees, and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon approval of the Board of MEDSchool Associates North and the Board of Washoe County Commissioners, beginning July 1, 2007 through

07-14-05

June 30, 2008, of the respective fiscal year and subject to continued funding or until this Agreement is terminated pursuant to paragraphs 10, 11, 19, or 25 hereof, whichever date shall first occur.

4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 180 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason County, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. This Contract may also be renegotiated in the event of a reduction in the anticipated County, State, or Federal funding revenue required to satisfy this Contract.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence.

The County, in accordance with State and Federal laws, requires certain mental health examinations be performed, and testimony provided by a licensed Psychiatrist for statutory mental health examinations for involuntary civil commitments. MEDSchool Associates North shall assist the County in either or both of these functions. Each of the services provided by MEDSchool Associates North as identified in this paragraph and Attachments A and B shall be focused on performing evaluations to determine if clients meet the statutory requirements to be involuntarily hospitalized in accordance with the provision of Nevada Revised Statutes (NRS) 433A.240 and 433A.280. These funds are to be administered in accordance with the attachments listed below.

- ATTACHMENT A: SCOPE OF WORK (See Attachment A)
- ATTACHMENT B: FISCAL PROCEDURES (See Attachment B)

7. CONSIDERATION. MEDSchool Associates North agrees to provide the services set forth in paragraph (6) at a cost per Attachment B - Fiscal Procedures, with the total Contract or installments payable as outlined in Attachment B - Fiscal Procedures. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

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9. INSPECTION AND AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the County, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection and Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise) including, but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Unit, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three (3) years and for five (5) years if any federal funds are used in this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue. The retention period runs from the date of termination of this Contract.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626. In the event that the provisions of NRS Chapter 41 do not apply to a party, the party not covered by Chapter 41 agrees to indemnify the other party for any amount of damages awarded pursuant to legal action in excess of the amounts allowed by NRS Chapter 41.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. County shall indemnify, defend, and hold harmless MEDSchool Associates North, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney's fees, arising, either

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or indirectly, from any act or failure to act by County or any of its officers or employees, which may occur during or arise out of the performance of this Agreement.

The parties further agree that to the extent that NRS 41.0305 to NRS 41.039 is applicable to this Agreement and to the extent limited in accordance with NRS 41.0305 to NRS 41.039, MEDSchool Associates North shall indemnify, defend, and hold harmless the County from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by MEDSchool Associates North or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. MEDSchool Associates North will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. MEDSchool Associates North indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to NRS 41.039 to Fifty Thousand Dollars (\$50,000.00) per cause of action.

The hold harmless obligation of the parties shall survive the termination of the Agreement. Each party shall promptly notify the other in writing of the commencement of any action or proceeding which gives rise to the obligation of indemnification as described in subsections listed above. The indemnitor shall be given the opportunity to arrange and direct the defense of the case and shall be given all necessary and reasonable information and assistance for such defense by the indemnitee, the cost of which defense shall be borne entirely by the indemnitor.

14. INSURANCE. The parties also agree that during the term of this agreement, the Nevada System of Higher Education on behalf of the University of Nevada School of Medicine and MEDSchool Associates North, shall carry professional liability insurance on its faculty and medical residents, at its own expense in the amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate annually. The Nevada System of Higher Education on behalf of the University of Nevada School of Medicine and MEDSchool Associates North shall carry professional liability insurance for such faculty members and medical residents in accordance with the minimums prescribed above; however, such liability will be limited to fifty thousand dollars (\$50,000.00) per cause of action in tort and the defense of sovereign immunity

15. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

17. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the

5/11/14

nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

19. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

20. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

21. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

22. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the service set forth in paragraph (6).

23. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

24. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by Washoe County's legal advisor.

25. LOBBYING. The parties agree whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose, the following:

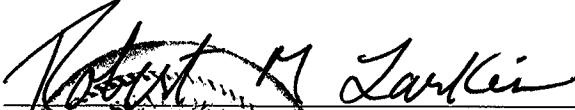
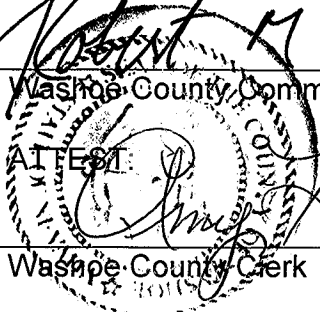
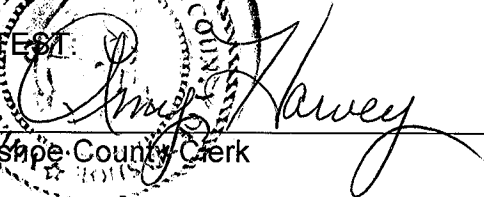
- a. Any federal, state, county, or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county, or local agency, legislature, commission, counsel, or board.

09-143


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

Washoe County Second Judicial District Court
Federal Tax Identification Number: 88-6000138

APPROVED BY BOARD OF COUNTY COMMISSIONERS

 _____ Washoe County Commission	On	<u>10/9/07</u> Date	Chairman Title
 ATTEST:  _____ Washoe County Clerk	On	<u>10/9/07</u> Date	

APPROVED BY BOARD OF UNIVERSITY OF NEVADA SCHOOL OF MEDICINE
MULTI-SPECIALTY GROUP PRACTICE
NORTH, INC. d/b/a MEDSCHOOL
ASSOCIATES NORTH

 _____ MEDSchool Associates North	On	<u>6/28/07</u> Date	President Title
_____		_____	

07-1143

DRAFT

INTERLOCAL AGREEMENT

1) PARTIES

This Interlocal Agreement ("Agreement") is entered into between Washoe County, a political subdivision of the State of Nevada, (the "County") and the City of Sparks, a municipal corporation, (the "City"), collectively (the "Parties"). In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

2) RECITALS

2.1 The Parties are public agencies as defined in NRS 277.100(1)(a).

2.2 NRS 277.110(2) provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action under the provisions of NRS 277.080 to 277.170, inclusive.

2.3 The City has requested funding in the amount of \$790,000 from the Truckee River Flood Management Project fund, to complete a feasibility study and design of the relocation of the lower portion of the North Truckee Drain ("NTD") from its existing confluence with the Truckee River to a point located near the east end of Larkin Circle ("The Project").

2.4 The Flood Project Coordinating Committee (FPCC) at its regular meeting held October 13, 2006, approved the use of Truckee River Flood Management Project funds for the feasibility study and design of The Project's elements and directed Flood Project staff to draft an inter-local agreement between the City and the County to authorize the use of Truckee River Flood Management Project funds, and recommended that the County, through its Board of Commissioners,

07-11-08

sign the Interlocal agreement and approve the requested funding.

3) RIGHTS & DUTIES

3.1 The CITY

3.1.1 The City will, working through the Flood Project staff, help to meet the Flood Project's commitments to providing the US Army Corps of Engineers (Corps) with necessary data. The City will conduct, or contract for, the completion of a feasibility study and design, to include drawings and cost estimates for use in the Corps' feasibility level design for the Locally Preferred Plan (LPP). The City will provide input into the Corps' overall schedule, but is not a party to the negotiation of the schedule. The scope of work for the feasibility and design work of The Project is attached as Exhibit A. The City shall submit invoices to the County, through its contract administrator, on a monthly basis, for the work described in the proposal attached hereto as Exhibit A.

3.1.2 The City will coordinate with the Corps, Sacramento District and comply with the hydrologic, hydraulic and structural design standards of the Corps.

3.1.3 The City will closely coordinate the feasibility and design process with staff of the Truckee River Flood Management Project, keep them informed on project status and information generated by the process, and include them as decisions are being made for The Project. A Truckee River Flood Project representative will participate in the oversight and management team for the Project. The City will also provide copies of any draft and final reports that are generated in the process as well as copies of all materials pertaining to the feasibility project.

07-11-08

3.1.4 The City shall submit the Section 104 Application for early construction of flood damage reduction features and have the Corps review and approve the application for the purpose of securing a letter from the Assistant Secretary of the Army stating that the project is eligible for Federal Cost share if the project is included in the flood project authorized by Congress. The County and City authorized representatives shall co-sign the Section 104 Application and provide copies to each other of any correspondence pertaining to such application.

3.1.5 The City and their contractor(s), at all times during regular business hours and as often as the County requires, shall allow authorized representatives of the County full and free access to the Project and to the accounts, records, and books of the City relative to this project for the purposes of applying for credit to the Corps of Engineers towards the local cost share for the project including the right to make copies from such accounts, records and books. Such accounts, records and books must be retained for at least five years after the completion of The Project. The City must comply with, and fully participate in, any federal, state, county or city audit requirements.

3.1.6 The City shall provide the County with a periodic progress report, periodic cash flow projection, periodic fiscal report, and any other documentation as reasonably required. The City will, through its designated representative or contract administrator, provide to the County any information requested by the County's designated contract administrator, relating to any invoice submitted for payment. A final completion report for the Project, funded by this Interlocal Agreement, shall be submitted by the City to the County within 60 days of final

07-11-08

acceptance of the Project by the City.

3.1.7 The City shall set up a separate account for the Project, if not already existing, so that check numbers along with copies of cancelled checks, for all expenditures can be submitted, as well as an exact itemization of project expenditures, copies of itemized invoices, and properly documented timesheets.

3.2 The COUNTY

3.2.1 The County's Director of its Department of The Truckee River Flood Management Project (the "Director") is hereby designated as the County's contract administrator.

3.2.2 Upon the submission of an invoice for payment, pursuant to Paragraph 3.1.1 above, the Director will promptly review the invoice, request any further information or documentation required, and process the invoice for payment within 30 days following its approval.

3.2.3 The County, at its discretion, may conduct an audit of compliance with this award and agreement, relating to performance of this agreement, compliance with the scope of the award, and compliance with all applicable State, Federal and local laws, policies and procedures. Such audit shall be at the County's expense.

09-11-08

3.2.4 The total amount of invoices paid pursuant to this Agreement shall not exceed the sum of \$790,000.

3.2.5 The City shall retain the ability to submit a change order to the County modifying the scope and value of this agreement. The County shall retain the ability to approve all such change orders before they are sent to the contractor.

3.3 JOINT RIGHTS AND RESPONSIBILITIES

3.3.1 Either party may terminate this Agreement with thirty (30) day advance written notice to the other.

3.3.2 Both parties agree to coordinate and use their best efforts to complete The Project and to collaborate in a timely manner in order to maximize the efficient use of funding and other resources.

4) INDEMNIFICATION

4.1 The County and the City agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or negligent failure to act by any of that party's employees, agents or servants in connection with the performance of obligations assumed pursuant to this Agreement.

4.2 The parties further agree, to the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), to hold harmless, indemnify and defend each other from all losses, liabilities or expenses of any nature to the

person or property of another, to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees, agents or servants of the other.

5) **MISCELLANEOUS PROVISIONS**

5.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.

5.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

5.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

5.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

5.5 In the event the County fails to appropriate or budget funds for the purposes as specified in this Agreement, the City hereby consents to the termination of this Agreement. In such event, the County shall notify the City in writing and the Agreement will terminate on the date specified in the notice. The Parties understand that this funding out provision is required under NRS 244.320

07-11-08

and NRS 354.626.

5.6 In the event either party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing party or parties in such action or proceeding shall reimburse the prevailing party or parties therein for all reasonable costs of litigation, including reasonable attorneys' fees.

5.7 No delay or omission by either party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

5.8 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of a corporate party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

07-11688

To County: Naomi Duerr, PG, Director
Truckee River Flood Management Project
9390 Gateway Drive; Suite 230
Reno, Nevada 89521

To City of Sparks: Wayne Seidel, Director of Public Works
City of Sparks
910 Roberta Lane
Sparks, Nevada 89431

This Agreement is effective upon the date the last signing party signs this Agreement ("Effective Date").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

WASHOE COUNTY

CITY OF SPARKS

Dated this ____ day of July, 2007

Dated this ____ day of July, 2007

By _____
Robert M. Larkin, Chairman
Board of Commissioners

By _____
Geno Martini, Mayor

ATTEST:

ATTEST:

Amy Harvey
Washoe County Clerk

Debbie Dolan
Sparks City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy District Attorney

Deputy City Attorney

891168

RESOLUTION – Authorizing the Grant of Public Money to a Nonprofit
Organization Created for Religious, Charitable or Educational
Purposes

WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and


WHEREAS, the Board of Commissioners of Washoe County has determined that \$30,000 in funding is needed to address the basic health care needs of the uninsured and underinsured of Gerlach; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Nevada Health Centers, Inc., a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2007-2008 in the amount of \$30,000 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing basic health care to low income, uninsured, and underinsured clients living in the Incline Village area.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Grant Program Contract, which Contract is attached hereto and incorporated herein by reference.

Adopted this 9th day of October 2007


Robert M. Larkin, Chairman
Washoe County Commission


County Clerk

07-11317

RESOLUTION
NATIONAL RIFLE ASSOCIATION FOUNDATION STATE FUND GRANT

WHEREAS, The National Rifle Association (NRA) Foundation is a 501(c)(3) organization that raises contributions in support of a wide range of firearm-related public interest activities of the National Rifle Association of America and other organizations that defend and foster the Second Amendment rights of all law-abiding Americans; and

WHEREAS, The NRA Foundation supports those organizations and programs that ensure the continuation of our proud shooting and hunting heritage and provides funding to support public safety and education opportunities; and

WHEREAS, Funds granted by The NRA Foundation benefit a variety of constituencies and diverse user groups throughout the United States including public shooting facilities; and

WHEREAS, Washoe County through its Department of Regional Parks and Open Space, owns and operates a 530-acre public Regional Shooting Facility in Washoe County, Nevada; and

WHEREAS, Washoe County provides a diverse venue with ranges varying from 200 yards-1000 yards, high power ranges, skill shooting events, and educational and training opportunities; and

WHEREAS, Washoe County provides free use of the Regional Shooting Facility to all government, military, and law enforcement agencies; and

WHEREAS, Washoe County is seeking \$12,000 in funding from The NRA Foundation through its State Grant program for master plan development of the Regional Shooting Facility to meet the needs and desires of the community; and

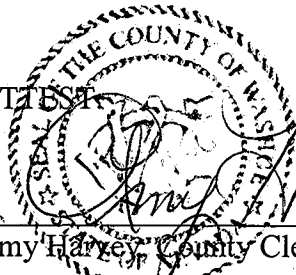
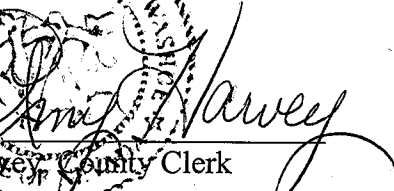
WHEREAS, There is broad public support for the development and enhancement of the Washoe County Regional Shooting Facility and the Washoe County Board of Commissioners remain committed to promoting firearm and hunting safety, while encouraging public participation in shooting sports throughout Washoe County; now, therefore, be it

RESOLVED, That the Washoe County Board of Commissioners supports the master plan development of Washoe County's Regional Shooting Facility through the State Grant Program administered by The National Rifle Association Foundation.

Adopted this 9th day of October 2007.



Robert M. Larkin, Chairman
Washoe County Commission

ATTEST



Amy Harvey, County Clerk

6N(1)

A RESOLUTION AUTHORIZING THE COUNTY TREASURER TO TRANSFER TO OTHER GOVERNMENTAL ENTITIES, REAL PROPERTY HELD IN TRUST DUE TO PROPERTY TAX DELINQUENCIES AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, after the expiration of the period of redemption for tax delinquent parcels of real property, the county tax receiver is required to execute and deliver deeds conveying title to such property to the county treasurer in trust for the use and benefit of the state and county, (NRS 361.585); and

WHEREAS, upon the order of the board of county commissioners entered upon the record of its proceedings, such tax delinquent parcels held in trust by the Treasurer may be conveyed in the manner required by state law after proper notice is given, (NRS 361.595); and

WHEREAS, attached to this resolution and incorporated herein is Exhibit A, a list of tax delinquent parcels held by the county treasurer in trust that the board of county commissioners desires to have conveyed to other governments as more specifically set forth in Exhibit A; and

WHEREAS, pursuant to NRS 361.603 local governments or the University System are authorized to acquire property held in trust by the county to serve a public purpose in return for the payment of the delinquent taxes; and

WHEREAS, pursuant to NRS 361.603 no delinquent taxes need be paid for property transferred to a local government for street, sewer or drainage uses, for use in a program for the rehabilitation of abandoned residential properties established by the local government pursuant to chapter 279B of NRS, or for use as open-space real property as designated in a city, county or regional comprehensive plan.

NOW THEREFORE BE IT HEREBY RESOLVED by the Washoe County Board of County Commissioners as follows:

1. The Washoe County Board of County Commissioners finds that transferring the parcels listed in Exhibit A to Washoe County would serve the public purposes stated in the exhibit.

2. The Washoe County Treasurer is hereby ordered pursuant to NRS 361.603 to transfer the parcels listed in Exhibit "A", item #3 to the governmental unit(s) for the purposes stated in Exhibit "A" in the manner required by state law after proper legal notice has been given. The Washoe County Treasurer is further ordered to retain the parcels in Exhibit "A" item #2 for the purposes stated in Exhibit "A" until further order of the board.

3. If some irregularity or circumstance arises before the transfer of any certain parcel listed in the exhibits to this resolution such that in the opinion of the

07-1138

Washoe County Treasurer the public interest would best be served by withdrawing such a parcel from a sale or transfer, the Washoe County Treasurer is hereby expressly authorized to make such a withdrawal on behalf of the county. The Treasurer shall report to the board in writing his or her decision to make such a withdrawal and shall state the reasons for the decision. The board may thereafter permit the parcel to remain in trust for the benefit of the state and county or may again order it be sold or transferred.

ADOPTED this 9th day of Oct., 2007 by the following vote:

AYES: Larkin, Weber, Galloway, Hamke, Jung

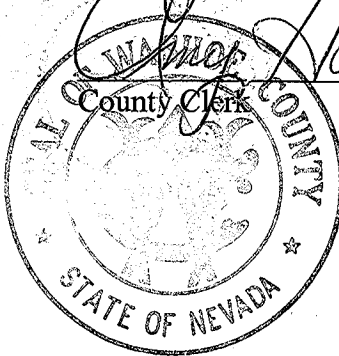
NAYS: none

ABSENT: none

ABSTAIN: none

Robert M Larkin
Chairman
Washoe County Commission

ATTEST:

James Harvey
County Clerk


01110

RESOLUTION

Resolution of the Washoe County Board of Commissioners approving the application for the State of Nevada Lake Tahoe Water Quality Grant Funds.

**CRYSTAL BAY PHASE II
WATER QUALITY IMPROVEMENT PROJECT**

WHEREAS, the County of Washoe is submitting an application to the Nevada Division of State Lands (DIVISION) for financial assistance; and

WHEREAS, the Nevada Tahoe Conservation District has been assigned to assist the administration of the program and development of procedures governing the program; and

WHEREAS, the adopted procedures established by the DIVISION require that the applicant must certify by resolution the approval of the proposed project, application, including all understanding and assurances contained therein, and availability of matching funds prior to submission of said applications to the DIVISION.

NOW THEREFORE, BE IT RESOLVED that the proposed CRYSTAL BAY PHASE II WATER QUALITY IMPROVEMENT PROJECT is approved for implementation;

BE IT FURTHER RESOLVED that the Board of County Commissioners do hereby certify that said agency can finance 100% of their share of the project.

BE IT FURTHER RESOLVED that the Board of County Commissioners does hereby appoint the Director of Public Works as agent of the Board of County Commissioners to conduct all contract negotiations, execute and submit all documents including applications, agreements, engineering contracts, billing statements, and so on which may be necessary for the planning, environmental assessment, design and construction of the above project.

Introduced, passed and approved this 9th day of October, 2007.

Robert M Larkin

ROBERT M. LARKIN, Chairman
Board of Washoe County Commissioners

ATTEST

Amy H. Rye
AMY H. RYE, Washoe County Clerk



07-1172