

**BOARD OF COUNTY COMMISSIONERS
WASHOE COUNTY, NEVADA**

TUESDAY

10:00 A.M.

MAY 28, 2013

PRESENT:

David Humke, Chairman
Bonnie Weber, Vice Chairperson*
Marsha Berkgigler, Commissioner
Kitty Jung, Commissioner
Vaughn Hartung, Commissioner

Jaime Dellera, Deputy Clerk (10:00 a.m. – 4:07 p.m.)
Amy Harvey, County Clerk (6:00 p.m. – 10:19 p.m.)
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 10:00 a.m. 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 Deputy Clerk called the roll and the Board conducted the following business:

13-419 AGENDA ITEM 3 – 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 three minutes per person. Comments are to be made to the Commission as a whole.”

There was no response to the call for public comment.

13-420 AGENDA ITEM 4 – ANNOUNCEMENTS

Agenda Subject: “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas, Statements Relating to Items Not on the Agenda and any ideas and suggestions for greater efficiency, cost effectiveness and innovation in County government. (No discussion among Commissioners will take place on this item.)”

Katy Simon, County Manager, said the hearings on the tentative budgets, Agenda Items 5, 6, and 7, were pulled because all of the budgets were approved on May 20, 2013.

Chairman Humke requested an agenda item regarding repealing the wind generation ordinance in residential settings.

Ms. Simon said she received a comment from a citizen complimenting the Public Works' staff for their prompt repair of the guardrail on the north end of Sun Valley Boulevard.

13-421 AGENDA ITEM 8

Agenda Subject: "Presentation of Excellence in Public Service Certificates honoring the following Washoe County employees who have completed essential employee development courses."

Katy Simon, County Manager, recognized the following employees for successful completion of the Excellence in Public Service Certificate Programs administered by the Human Resources Department:

Essentials of Management Development
Karen Stocking, Juvenile Services

***10:06 a.m.** Commissioner Weber arrived.

13-422 AGENDA ITEM 28 – APPEARANCE

Agenda Subject: "Appearance: Sherri Rice, Executive Director, Access to Healthcare Network. Presentation regarding Access to Healthcare Network."

Sherri Rice, Access to Healthcare Network Executive Director, thanked Commissioner Weber for inviting her to provide an update on the Network. She noted she provided a packet of information to the Board explaining the program, and a copy of the packet was placed on file with the Clerk.

Ms. Rice said she was asked seven years ago by a consortium to put together and implement a program for the uninsured in the community. She noted the consortium included Renown, St. Mary's Hospital, and various business people. She stated the program started here, but had since spread all over Nevada and was viewed as a national model. She said the packet contained a card depicting a wheel, which showed all of the providers included in the Network. She stated over 2,000 providers were added to the Network statewide in the last seven years, with the majority of them being located in Washoe County. She said the Network provided access to healthcare to the community's uninsured at huge discounts.

Ms. Rice referred to the AHN Shared Responsibility Model diagram included in the packet. She explained from the start, she wanted the program to use a shared responsibility model instead of being another entitlement program. She said that model would have something for everyone, but would try not to overburden any one segment.

Ms. Rice said the hospitals were the linchpin of the program. She noted as she brought the program to people across the country, she always said it started in Washoe County and she gave St. Mary's and Renown an incredible amount of credit for joining the program when it was still only a vision. She said the hospitals' inpatient costs for the program's members were \$400 per day all inclusive, with a \$3,000 maximum per admission. She explained no matter what the final cost, a member would not pay more than \$3,000. She said the cost of every outpatient procedure and diagnostic test was at 35 percent of the Medicaid allowable cost, lab tests cost \$5, and an MRI cost \$315.

Ms. Rice said the program's members were not eligible for Medicare, Medicaid, or Nevada Checkup and did not have employer sponsored insurance. She stated the members needed to live in Nevada and meet the income guidelines, which were shown on the AHN Eligible Annual Income Levels card contained in the packet.

Ms. Rice advised the program was a primary-care based program. She stated the program controlled the volume of patients sent to the doctors. She advised most doctors accepted an unlimited number of patients, but some specialty doctors signed on for a certain number of patients a year, which would be the maximum number of patients they would see. She stated 21,000 people were put into the program in six and a half years, and every one of them was assigned a care coordinator to help them navigate the healthcare system. She said each member had to follow the rules and, if a member had two no-shows or did not pay any of the providers, she personally asked them to permanently leave the network. She said membership was a privilege and not a right. She stated out of the 21,000 members, 305 people were asked to leave the program for nonpayment and 10 for not calling or showing up for an appointment. She said each member received a member's manual, which their care coordinator went through with them page-by-page, and they were given unwavering support to be successful in the program.

Ms. Rice said the hospitals signed up to give the Network's members incredible rates because a member could not obtain a discount for an emergency room visit unless they were admitted. She stated the members were given an all inclusive \$70 urgent care rate throughout Nevada. She said out of 21,000 people, the program's emergency room use was less than 1/2 of 1 percent per month. She stated that low rate was due to providing healthcare coordination, supporting the members, and giving the members rules. She stated the success of the program showed the members wanted to pay a rate they could afford, pay cash up front, and maintain their dignity and self respect, which was what the Network gave them.

Ms. Rice said Nevada's Insurance Commissioner granted permission for the Access to Healthcare Network to be the first nonprofit 501(c)(3) medical discount plan in the United States. She stated the program was licensed with the Division of Insurance in Nevada; but the program did not provide insurance, which was why cash was paid at the time of service. She said the members paid \$35 per month for the program, which provided the operating dollars needed to make the program available to

all and, if a participant was under 18 years old, the fee was \$10 per month. She advised that meant the program was no free ride for the uninsured.

Ms. Rice stated the program covered everything but transplants. She said the program saw some very sick people and, even with the program's discounts, they had trouble paying their share. She stated the Insurance Commissioner granted permission for the program to start a patient-care fund to help members when they could not come up with the full amount of a charge. She said approximately \$500,000 had been raised for the fund, and the care coordinators could give someone a \$100 if they needed it. She asked the Board to imagine what that would mean to a low income individual who had definitely done their fair share. She said that fund also paid half of a member's first primary-care visit, and having a primary-care physician would lessen the odds of a member having to go to the emergency room.

Ms. Rice noted 68 percent of the program's members worked, and the program was offered to employers for their uninsured employees. She said insurance brokers sent people to them all the time, because they knew who could not afford insurance. She stated when the banking industry came onboard, a health-savings account plan for the members was started. She said members were required to put in a minimum of \$25 per month, which was matched with donated dollars from Wells Fargo Bank. She stated that money could only be used to receive healthcare from the program's providers. She said members had to go through yearly training. She said the Network operated eight to nine statewide programs and almost every rural hospital participated. She noted there were approximately 5,000 members in rural Nevada and approximately 2,000 members in Las Vegas.

Ms. Rice said five years ago the program came to the attention of Senator Dean Heller and Senator Harry Reid, which led to her giving numerous presentations in Washington D.C. She said she met with Ms. Michelle Obama, did a presentation for the Republican Caucus, and she listed the other presentations she made. She stated this model appealed to both sides of the aisle. She said her presentations were done with the same packet she gave to the Board. She said during her presentations, there was a moment when the people realized what had been accomplished. She stated the first question they asked was "how did you do that?" She always replied Washoe County did it because the County had the ability to bring partnerships together in ways not seen elsewhere in the country. She said no matter where in the country she gave the presentation, people could not believe how the naturally competitive disparate groups were brought together to do what was right for the uninsured in the community in a way that asked everyone to share in the responsibility. She said the program was a miracle because it should not have worked, but did; and she thanked the Board for its continuing support.

Ken Retterath, Adult Services Division Director, said it was an absolute pleasure to be part of the program, and he thanked the County's leadership for allowing him to participate. He said he saw the impact of the program on people's lives, many of whom were getting healthcare access for the first time outside of an emergency

room. He believed the Access to Healthcare Network was an incredible program and the shared-responsibility model was a huge part of it. He stated Ms. Rice was what made the program work. He said he was in Washington D.C. with Ms. Rice when she was asked why she felt the program would work and why she expected the members would pay. He stated Ms. Rice replied she not only expected them to pay, but they wanted to pay because it was part of their dignity and how they wanted to live.

Mr. Retterath said an item would be brought to the Board regarding the contract with the Access to Healthcare Network to provide the Department's specialty care through the Healthcare Assistance Program.

***10:23 a.m.** Chairman Humke left the meeting and Vice Chairperson Weber assumed the gavel.

Vice Chairperson Weber said the program worked because of the leadership of Ms. Rice and the Network's Board. Commissioner Jung stated the program was a role model for the rest of the nation, and she thanked Ms. Rice for taking care of those individuals that were often overlooked.

Commissioner Berkbigler asked what Secretary Kathleen Sebelius, Department of Health and Human Services, said when she was informed people wanted this for their dignity. Ms. Rice said there was concern about people being able to find the dollars to be able to pay, but she believed the shared responsibility component struck a positive cord to some degree with everyone. She explained \$70,000 of radiation therapy for \$3,000 was still a lot for a family of three making \$24,000 a year, but the patient-care fund helped Ms. Sebelius feel better about the shared responsibility component of the program. She said all of the program's cancer patients received \$2,000 towards any phase of their treatment. She stated the program's members could not handle surprises, so any quote for services had to be correct; because the quoted amount would be what the member would raise and any additional amount would be difficult for them to come up with.

Commissioner Hartung said what he saw most in this was that Ms. Rice heard a lot of people say it would not work, but she did not accept that response. He felt this program could easily be a national model, and he was proud it started in Washoe County. He said it was amazing to have someone at the helm with so much energy. Ms. Rice responded it was partially about the leader, but it was also about the people who stood with the leader.

Katy Simon, County Manager, said she had been involved from the start of the Network, and she thanked Ms. Rice for her vision, faith, commitment, and persistence. She stated there were many days when lesser people would have thrown in the towel. She said she hoped the Board would be champions of this vision and would talk about it and support it, which the County had done with a grant since the Network's inception. She advised the program saved the County around \$900,000 each year with the contract for the County's indigent patients to receive care through the Network.

Commissioner Hartung suggested putting this information on the County's website. Commissioner Weber also suggested putting some of the highlights of today's presentation on the County's video archive web site.

Ms. Rice said if anyone wanted to contribute to the patient fund, they could go to www.accesstohealthcare.org for the information. She noted her presentation was also available on that website.

There was no public comment or action taken on this item.

CONSENT AGENDA – AGENDA ITEMS 9A THROUGH 9I(6)

13-423 AGENDA ITEM 9A

Agenda Subject: “Approve minutes for the Board of County Commissioners' April 23, 2013 meeting.”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9A be approved.

13-424 AGENDA ITEM 9B

Agenda Subject: “Cancel June 18, 2013 County Commission meeting.”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9B be approved.

13-425 AGENDA ITEM 9C – ASSESSOR

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2012/2013 secured tax roll; and authorize Chairman to execute order and direct the Washoe County Treasurer to correct the error(s) [cumulative amount of decrease \$4,422.68]--Assessor. (Parcels are in various Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9C be approved, authorized, executed, and directed.

13-426 AGENDA ITEM 9D – DISTRICT ATTORNEY

Agenda Subject: “Approve payments [\$8,119] to vendors for assistance of 40 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons--District Attorney. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9D be approved and authorized.

**13-427 AGENDA ITEM 9E – FINANCE/BOARD OF TRUSTEES,
WASHOE COUNTY NEVADA OPEB TRUST**

Agenda Subject: “Accept the resignation of Trish Gonzales and Sheri Mendez from serving as Trustees on the Washoe County, Nevada OPEB Trust Fund Board of Trustees, and appoint Darrell Craig and Cynthia Washburn to fill the vacancies created by the resignations, per Article VI, 6.1(a) of the Trust Agreement for Washoe County, Nevada OPEB Trust Fund, adopted by the Board of County Commissioners on May 11, 2010 and restated on February 8, 2011--Finance/Board of Trustees, Washoe County Nevada OPEB Trust. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9E be accepted and appointed.

13-428 AGENDA ITEM 9F – FINANCE

Agenda Subject: “Approve resolution to augment the Building and Safety Enterprise Fund [\$29,150] due to an unbudgeted vacation and sick leave payout for an unanticipated retirement; and direct Finance to make the appropriate adjustments--Finance. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that

Agenda Item 9F be approved and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

13-429 AGENDA ITEM 9G – HUMAN RESOURCES

Agenda Subject: “Approve Collective Bargaining Agreements with the Washoe County District Attorney Investigator’s (WCDAIA) Associations for the period of July 1, 2011 through June 30, 2013; ratify same; and authorize the Chairman to execute the Collective Bargaining Agreement upon completion--Human Resources. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9G be approved, ratified, authorized, and executed.

13-430 AGENDA ITEM 9H – INCLINE JUSTICE COURT

Agenda Subject: “Approve the creation of one part-time .7 FTE (Full Time Equivalent) Justice Support Specialist for the Incline Justice Court estimated annual cost of [\$39,600] to be paid for by reducing Pooled Position funding by \$15,600, remaining \$24,000 funded with restricted Administrative Assessment funds in FY 13-14 and considered for General Fund thereafter, and direct Human Resources and Finance to make the necessary adjustments--Incline Justice Court. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9H be approved and directed.

13-431 AGENDA ITEM 9I – MANAGER/MANAGEMENT SERVICES

Agenda Subject: “Approve 2013 Annual Operating Plan for Cooperative Fire Protection Agreement between Bureau of Land Management, Carson City District Office, Winnemucca District Office, Norcal District, Susanville, California and Washoe County, State of Nevada--Manager/Management Services. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9I be approved.

13-432 AGENDA ITEM 9J – TREASURER

Agenda Subject: “Approve and execute Resolution directing County Treasurer to give notice of the sale of properties subject to the lien of a delinquent special assessment in the following districts: WCAD 23 – Arrowcreek Water, WCAD 32 – Spanish Springs Valley Ranch Rd, WCAD 37 – Spanish Springs Sewer Phase 1A, (additional description of affected parcels contained in exhibit A of Resolution)--Treasurer. (Commission Districts 2, 4 and 5.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9J be approved and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

13-433 AGENDA ITEM 9K(1) – COMMUNITY SERVICES

Agenda Subject: “Appoint Washoe County Planning Commissioner Roger Edwards to the Truckee Meadows Regional Planning Commission to fill an upcoming vacancy commencing on July 1, 2013, and expiring on June 30, 2016, or until such time as a successor is appointed. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9K(1) be appointed.

13-434 AGENDA ITEM 9K(2) – COMMUNITY SERVICES

Agenda Subject: “Adopt a Resolution Accepting Real Property for Use as a Public Trailhead and Trail Corridor within the Ridges at Hunter Creek Subdivision (currently APN 041-661-13 totaling .569 acres) for use as a non-motorized public trailhead and trail corridor; and if adopted, direct the Community Services Department to record Resolution. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9K(2) be adopted and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

13-435 AGENDA ITEM 9K(3) – COMMUNITY SERVICES

Agenda Subject: “Approve Easement and Agreement between Incline Village General Improvement District (Grantor) and Washoe County (Grantee) for a permanent 50 foot drainage easement, and appurtenances thereto, over, across and through a portion of Grantor’s property located along the west side of Country Club Drive between Miners Ridge Court and Divot Court, a portion of APN 128-351-01. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9K(3) be approved.

13-436 AGENDA ITEM 9K(4) – COMMUNITY SERVICES

Agenda Subject: “Approve Lake Ditch Use and Maintenance Agreement between Washoe County and the Lake Ditch Company [\$47,783 for FY12/13 and approximate annual cost of \$41,000 commencing July 2013]. (Commission Districts 1 and 2.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9K(4) be approved.

13-437 AGENDA ITEM 9K(5) – COMMUNITY SERVICES

Agenda Subject: “Authorize disbursement funds [\$35,000] to Nevada Tahoe Conservation District for the development of a Stormwater Load Reduction Plan necessary to meet the Lake Tahoe Total Maximum Daily Load reduction approved by the United States Environmental Protection Agency utilizing Washoe County’s Tahoe Regional Planning Agency Water Quality Mitigation funds in support of the work. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9K(5) be authorized.

13-438 AGENDA ITEM 9K(6) – COMMUNITY SERVICES

Agenda Subject: “Accept two National Scenic Byway Grants [\$33,320 grant - Washoe Valley Scenic Byway Corridor Management Plan, \$9,947 County in-kind match], [\$43,797 grant – Mt. Rose Scenic Byway Corridor Management Plan, \$13,616 County in-kind match] and approve associated Cooperative Agreement between the County of Washoe and Nevada Department of Transportation regarding development of SR341 Mt. Rose Scenic Byway Corridor Management Plan (term: Notice to Proceed through 11-30-2014); and approve associated Cooperative Agreement between the County of Washoe and Nevada Department of Transportation regarding development of Washoe Valley Scenic Byway Corridor Management Plan; (term: Notice to Proceed through 11-30-2014); authorize the Community Services Department to advertise and solicit Requests for Qualifications for professional services; and authorize the Finance Department to make the appropriate budget adjustments. (Commission Districts 1 and 2.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9K(6) be accepted, approved, and authorized. The Cooperative Agreements for same is attached hereto and made a part of the minutes thereof.

13-439 AGENDA ITEM 9L(1) – SHERIFF

Agenda Subject: “Accept donation [\$140] from Janet and Barry Hand, Citizen Corps volunteers, to the Washoe County Sheriff’s Office for the Citizen Corps Program (CCP); and authorize Finance to make appropriate budget adjustments. (All Commission Districts.)”

Commissioner Jung thanked Janet and Barry Hand for their donation to the Citizen Corps Program (CCP) on behalf of the Board.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9L(1) be accepted and authorized.

13-440 AGENDA ITEM 9L(2) – SHERIFF

Agenda Subject: “Accept monetary donations [\$6,426] to Washoe County Regional Animal Services for the period of January 1, 2013 – March 31, 2013 to be used for the humane care and treatment of sick and/or injured, stray or abandoned animals; express appreciation for these thoughtful contributions; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

Commissioner Jung thanked donors for their monetary donations to the Washoe County Regional Animal Services on behalf of the Board.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9L(2) be accepted, expressed, and directed.

13-441 AGENDA ITEM 9L(3) – SHERIFF

Agenda Subject: “Approve Agreement for Contract Legal Services [\$80,730] between the County of Washoe on behalf of the Washoe County Sheriff’s Office and Patrick Dolan for the period from July 1, 2013 to June 30, 2014. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9L(3) be approved.

13-442 AGENDA ITEM 9L(4) – SHERIFF

Agenda Subject: “Approve Amendment #1 to the Interlocal Contract between Public Agencies between County of Washoe on behalf of the Washoe County Sheriff’s Office, Forensic Science Division and the State of Nevada, State Gaming Control Board for the term of July 1, 2013 to June 30, 2014 for provision of forensic services [income of \$1,500]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9L(4) be approved. The Amendment #1 to Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

13-443 AGENDA ITEM 9L(5) – SHERIFF

Agenda Subject: “Approve Security Agreement Between The Reno Rodeo Association and the County of Washoe, on behalf of the Washoe County Sheriff’s Office to provide Uniformed Deputy Sheriffs for Security; [no fiscal impact to County, estimated annual security costs reimbursed \$70,000] for a period commencing June 20, 2013 through the last day of the Reno Rodeo 2015 performance. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9L(5) be approved.

13-444 AGENDA ITEM 9L(6) – SHERIFF

Agenda Subject: “Approve Interlocal Agreement – RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment between the County of Washoe on behalf of the Washoe County Sheriff’s Office and Truckee Meadows Fire Protection District and North Lake Tahoe Fire Protection District [\$65,000 and \$10,000 respectively] for the provision, when requested, of a helicopter or other aircraft and personnel and approve reimbursement for services rendered throughout the year by the Washoe County Sheriff’s Office to be paid in accordance with the Interlocal Agreement to the Washoe County Sheriff’s Office Regional Aviation Enforcement Unit (RAVEN); and authorize Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 9L(6) be approved and authorized. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

***10:39 a.m.** Chairman Humke returned.

BLOCK VOTE – AGENDA ITEMS 13, 14, 15, 16, 17, 19, 21, 22, 23, 24, 25, 26, AND 27

13-445 AGENDA ITEM 13 – MANAGER/COMMUNITY RELATIONS

Agenda Subject: “Recommendation to approve and adopt resolutions to create up to nine citizen advisory boards that provide feedback to the Washoe County Board of Commissioners on planning, public safety and community issues; and approve and adopt resolution dissolving 15 standing citizen advisory boards [possible fiscal impact \$107,165.79 with a net new fiscal impact of \$16,086.79 FY 14]-- Manager/Community Relations. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 13 be approved and adopted. The Resolutions for same is attached hereto and made a part of the minutes thereof.

13-446 AGENDA ITEM 14 – DISTRICT ATTORNEY

Agenda Subject: “Recommendation to approve modification to the Special Offer Amendment to Westlaw Subscriber Agreement between the County of Washoe (Office of the District Attorney) and West, a Thomson Business [\$146,064] for the period of July 1, 2013 through June 30, 2016, for provision of on-line research capability to the Office of the District Attorney; FY 14 amount \$14,724--District Attorney. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 14 be approved.

13-447 AGENDA ITEM 15 – FINANCE

Agenda Subject: “Recommendation to approve Resolution to augment the Golf Course Enterprise Fund [\$120,000] due to a one-time unbudgeted reimbursable utility bill and the cost of a well repair; and direct Finance to make the appropriate adjustments--Finance. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Hartung, it was ordered that Agenda Item 15 be approved and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

13-448 AGENDA ITEM 16 – FINANCE

Agenda Subject: “Recommendation to approve a resolution directing the defeasance of and the payment of principal of and interest on a portion of the Washoe County, Nevada General Obligation (Limited Tax) Park Bonds (Additionally Secured by Pledged Revenues) Series 2006; and providing other details in connection therewith and direct the Finance Department to make the appropriate adjustments within the Parks Capital Fund and the Debt Service Fund [maximum amount of \$3,100,000]--Finance. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Hartung, it was ordered that Agenda Item 16 be approved and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

13-449 AGENDA ITEM 17 – HUMAN RESOURCES

Agenda Subject: “Recommendation to approve changes to position control for fiscal year 2014 and to approve classification and reclassification requests submitted through the annual budget job evaluation and classification process as evaluated by the Job Evaluation Committee and Hay Group where applicable. These adjustments have been included in the fiscal year 2014 budget process; annual fiscal impact approximately [\$1,393,133]--Human Resources. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Hartung, it was ordered that Agenda Item 17 be approved.

13-450 AGENDA ITEM 19 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve payment [\$205,162] as Washoe County’s share in annual funding for the Truckee Meadows Regional Planning Agency to cover the fiscal year from July 1, 2013, through June 30, 2014--Community Services. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Hartung, it was ordered that Agenda Item 19 be approved.

13-451 AGENDA ITEM 21 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to approve sole source purchases of Microsoft and Adobe licensing through joinder with the Western States Contracting Alliance Master (WSCA) Price Agreement for Software Value Added Reseller (SVAR) SHI International. The WSCA extended contract period is effective from June 3, 2013 through June 2, 2014; and approve expenditures that [may aggregate to exceed \$100,000 up to a maximum of \$675,000] within the available Fiscal Year 2013-2014 adopted budget for technology infrastructure--Technology Services. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Hartung, it was ordered that Agenda Item 21 be approved.

13-452 AGENDA ITEM 22 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to approve sole source purchases of computer network equipment, servers, data storage, PCs and printers through joinder with

the Western States Contracting Alliance Master (WSCA) Price Agreements for State of Nevada with Dell Inc. and Enterasys Networks, Inc.; and approve expenditures [may aggregate to exceed \$100,000, not to exceed \$2,000,000], within the available Fiscal Year 2013-2014 adopted budget for technology infrastructure--Technology Services. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Hartung, it was ordered that Agenda Item 22 be approved.

13-453 AGENDA ITEM 23 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to approve joinder on the US Communities contract with Graybar for Telecommunications Supplies and Accessories, US Communities Master Agreement MA_IS_1040222_4 for County of Los Angeles, California, until that agreement expires; and approve expenditures that [will aggregate to exceed \$100,000, not to exceed \$500,000] within the available Fiscal Year 2013-2014 adopted budget for technology infrastructure--Technology Services. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Hartung, it was ordered that Agenda Item 23 be approved.

13-454 AGENDA ITEM 24 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to approve Agreement between Washoe County and New Dawn Technologies for the sole source purchase of JustWare case management software to be licensed and installed for the Washoe County Public Defender and Alternate Public Defender Departments including certain training, project management, data conversion, maintenance, support and upgrades [not to exceed total cost of \$169,871] to be funded by Technology Services’ Capital Improvements Fund PW920203 Application Infrastructure--Technology Services. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Hartung, it was ordered that Agenda Item 24 be approved.

13-455 AGENDA ITEM 25 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to approve the purchase of Microsoft’s SharePoint product (sole source) to continue the use of it as a County-wide

collaboration and communication solution [not to exceed \$195,000], via a joinder on the Western States Contracting Alliance (WSCA) price agreement, using funds from Technology Services' Capital Improvement Fund PW920203 Application Infrastructure--Technology Services. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Hartung, it was ordered that Agenda Item 25 be approved.

**13-456 AGENDA ITEM 26 – TECHNOLOGY SERVICES/911
EMERGENCY RESPONSE ADVISORY COMMITTEE**

Agenda Subject: “Recommendation to approve Fiscal Year 2013-2014 renewal of reimbursement to the City of Reno, for the salaries and benefits of 1.5 Geographic Information Systems (GIS) positions with Emergency 911 funds to support region-wide E911 GIS mapping services to the Public Safety Answering Points (PSAPS) [not to exceed \$139,410]--Technology Services/911 Emergency Response Advisory Committee. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Hartung, it was ordered that Agenda Item 26 be approved.

13-457 AGENDA ITEM 27 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to approve Fiscal Year 2013/2014 renewal of contracts and service agreements above \$100,000 to be approved as a group by the Board of County Commissioners and authorization for the Purchasing Contracts Manager to sign the contract renewals, as they come due, with approval from the District Attorney or Risk Management when necessary as follows: General Fund 1) EPI-USE America, Inc.: SAP support and implementation services for all platform aspects [not to exceed \$225,000]; 2) Thomson Reuters, [not to exceed \$300,000] - Software Maintenance Agreement for the Treasurer’s Tax System and the Assessor’s Personal Property Data Basic Support; 3) SAP, Renewal of SAP Financial Software System Software Maintenance Agreement, [not to exceed \$285,000]--Technology Services. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Hartung, it was ordered that Agenda Item 27 be approved, authorized, and executed.

10:47 a.m. Chairman Humke assumed the gavel.

13-458 AGENDA ITEM 20 – SENIOR SERVICES

Agenda Subject: “Introduction and first reading of an Ordinance amending Washoe County Code Chapter 45 by repealing certain provisions that require a legal services program for seniors and other matters properly related thereto; and schedule a public hearing and second reading and a possible adoption of the Ordinance for June 25, 2013--Senior Services. (All Commission Districts.)”

Jaime Deller, Deputy Clerk, read the title for Bill No. 1695.

There was no public comment on this item.

Bill No. 1695, entitled, "AN ORDINANCE AMENDING WASHOE COUNTY CODE CHAPTER 45 BY REPEALING CERTAIN PROVISIONS THAT REQUIRE A LEGAL SERVICE PROGRAM FOR SENIORS, AND OTHER MATTERS PROPERLY RELATED THERETO," was introduced by Commissioner Weber, and legal notice for final action of adoption was directed.

13-459 AGENDA ITEM 11 – APPEARANCE

Agenda Subject: “Appearance: Bill Thomas, Assistant City Manager, City of Reno. Presentation of the IBM Smarter Cities Challenge project and possible direction to staff regarding recommendations for implementation.”

Bill Thomas, City of Reno Assistant City Manager, said what was being brought forward today was the final report on the IBM Smarter Cities Challenge project, which was available on the City of Reno’s web site. He stated the final report would be presented to the Sparks City Council on June 10, 2013 and to the Reno City Council on June 19, 2013. A copy of the PowerPoint presentation and the report were placed on file with the Clerk.

Mr. Thomas said IBM believed true innovation would come from local governments, so IBM spent a lot of time and resources working with them. He stated the project was about how to make urban areas smarter in terms of the way business was conducted. He advised the City of Reno applied for the Challenge grant on behalf of the region, which was a competitive grant. He noted 100 cities worldwide were approved for the grant, which were provided over three years, and the City of Reno’s grant was part of the third-year installment. He stated IBM sent out five experts from its operations across the world, and those experts spent three weeks conducting interviews of the 110 stakeholders during the day and discussing what was found in the evenings. He said the stakeholders represented a significant cross-section of the community, and they were documented in the back of the report.

Mr. Thomas said the experts prepared a roadmap on how to proceed based on the question the City of Reno asked regarding how to use the data everyone collected for better decision making by the public and private sectors. He stated when Apple was

looking at the region, they indicated it was difficult to pull together information about the area. He said this was about creating a tool where information was easily available, which would be achieved by having open data and organizing the way it was collected.

Mr. Thomas reviewed the slides highlighting the findings and the five recommendations contained in the IBM report (page 9 of the report). He also reviewed the Governance Model slide (Figure 5 on page 15 of the report) and the slide showing the implementation process and the construction blocks of a spatial data warehouse (Figure 8 on page 23 of the report). The final slide summarized the Board's actions being requested in the report. For the record, he advised that the report indicated Washoe County's data was restricted, but it was actually open data.

Mr. Thomas noted he was very impressed by how intensely IBM's experts worked over the course of the three weeks. He said the experts had to be volunteers and had to come from a certain level high in the organization.

Chairman Humke said the County was devoted to the principles in the recommendations, which was not new territory for the Board. He thanked the City of Reno and IBM for engaging in this effort.

Commissioner Weber noted there would be a joint meeting on June 10th, and she asked if the IBM report would be on the agenda. Katy Simon, County Manager, replied Andrew Clinger, Reno City Manager, specifically requested that the joint meeting specifically address the EMS issues. Commissioner Weber requested a special joint retreat-style meeting to discuss the IBM report. She felt the report was important and there were so many things that needed to be done that it should not be allowed to drag on.

Commissioner Weber said at the National Association of Counties (NACo) Board meeting, she shared with Matt Chase, Executive Director, that the City of Reno had obtained the IBM Smart Cities Grant. She stated the NACo Board was very excited the City of Reno was one of the cities selected to receive the Smart Cities Grant and stated they would like to be involved. She also believed the National League of Cities would like to be involved. She thanked the City of Reno for getting the grant, and she also thanked all of the people involved in the process. Mr. Thomas said it was not just the City of Reno. He stated anyone who had been around the area for awhile heard much of what was contained in the report many times. He believed the report was a good vehicle to use to make some changes.

Commissioner Berkbigler felt regionalization was really important and, even though there had been a lot of studies, this appeared to be the first time it looked like the three entities were being pulled together to focus on going in a direction that would take the region into a growth area. She said the only way to get there would be if all three entities worked together. She thanked the City of Reno for getting the grant to have IBM take a serious look at the community. She sincerely hoped something positive could be done with the information contained in the report.

Commissioner Hartung thanked Mr. Thomas for his presentation. He agreed these were not new ideas. He felt it would be remiss, when trying to institute the report's conclusions, to not look at the region as a whole because the region was much bigger than the Cities and the County; especially if the area wanted to promote itself nationally and internationally. He said one of the region's largest events was Burning Man, which was an international event. Mr. Thomas said some of IBM's people were from out of the country. He stated they were very impressed with the region, but had never heard of it. Commissioner Hartung noted the region had so much to offer because of its amazing diversity.

Katy Simon, County Manager, acknowledged Mr. Thomas and the team at the City of Reno for their leadership in making this grant happen. She stated a quick glance at the data directory did not do justice to the work the GIS staff did in preparing a handbook on the data directory, which showed what Washoe County's GIS already contained. She said the County also had all of the same business, service, and economic data that the Cities of Reno and Sparks maintained; and she mentioned some of the other data the County maintained. She said everyone agreed they did not want to duplicate the information currently available, but wanted to find a way to leverage that information and make it so everyone could read it across platform boundaries. She stated she wanted to acknowledge the great work done by the GIS professionals in the region who had been working together for many years through the Regional Base Map Committee.

Commissioner Weber asked if anyone compiled a list of all of the resources available from the different entities. Ms. Simon said pages 50-52 of the report provided the beginnings of the data directory. She stated staff wanted to go to all of the GIS professionals in the region to make sure everything was being captured, and she felt doing that would be part of the next step in the process.

Commissioner Weber suggested instead of holding a joint meeting, it might be better to see if the entities wanted to do a summit to bring all of the entities into the process. Mr. Thomas said he would ask the City Councils about holding a summit.

Ms. Simon asked if there was any other direction to staff regarding implementation or the recommendations. She said there was a Washoe County Economic Development Action Plan, and perhaps that team could be assigned to support this effort. Chairman Humke said that was an interesting question. He stated it might work well if staff suggested something and the Board decided where to go from there.

Commissioner Weber believed the County should not waiver from what was already established. She said she wanted to see the County put something together and then see how that would work with the City of Reno's plan. She stated hopefully everyone would be working together and not duplicating efforts. Ms. Simon said she had not meant the County would assume leadership, but someone should always be accountable within the organization. She said Al Rogers was leading that team, and he seemed like a good fit.

There was no public comment on this item.

11:19 a.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

11:41 a.m. The Board adjourned as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

13-460 **AGENDA ITEM 18 – HUMAN RESOURCES**

Agenda Subject: “Discussion and possible selection of an executive search firm to conduct the recruitment for Washoe County Manager, and direction to staff to negotiate an agreement and schedule with selected firm; and action to appoint an Interim County Manager upon the retirement of the County Manager July 1, 2013 if a permanent County Manager is not yet in place. Fiscal impact will range from [\$22,500 to \$28,750]--Human Resources. (All Commission Districts.)”

Katy Simon, County Manager, said the two major questions before the Board were regarding the selection of a new County Manager and the appointment of an Interim County Manager in case the new Manager was not in place at the time of her retirement.

Ms. Simon noted Human Resources (HR) contacted five executive search firms, and she reviewed the information provided for the firms shown on pages 2 through 4 in the staff report. She said the Board could give direction regarding the search firm’s scope on who to consider. She stated the firms typically guaranteed that a subsequent search would be conducted at no additional cost if the first search did not result in a new County Manager. She noted their fees were roughly the same, and she believed spending \$20,000 to \$28,000 to find a new County Manager would be a good investment. She recommended retaining a search firm, even if there were people from the region being considered, because topnotch candidates would be fine with being part of a search process. She said having a search firm also put a firewall between HR and the recruitment process, which was important because HR reported to the County Manager. She advised it was also important to make sure everyone felt the playing field was level and the process was open and inclusive. She stated it was not necessary to decide today about selecting a search firm, but the Board should decide if it wanted to engage one. She said she personally recommended the firm of Bob Murray & Associates because the firm did an extensive amount of recruiting, went to all of the national conferences, and had great networks of people who might be interested in coming to Washoe County.

Chairman Humke said he wanted to know who was serious about making the trip to Washoe County, and a search firm would bring the County real candidates who were ready to move here. Commissioner Berkbigler agreed that using a search firm was the best approach due to the position being key to the County moving forward. She said

even if there was a good local candidate, the Board owed the citizens a broad-based look for a suitable candidate, which a search firm could help with.

Commissioner Hartung said he agreed with using a search firm. He noted most of the firms agreed to guarantee the employee for a year, except for Slavin Management Consultants, which was for two years; and he asked if that had any significance. Ms. Simon said a year was the industry standard, because the Board would know in a few months whether or not the employee was a good fit. She noted she was not aware of Slavin doing many manager searches in the western states, and the two years might be a corporate incentive to help build a client base. She said they contacted the County when they saw news of her retirement. She advised that members of the International City/County Management Association (ICMA) had an ethical obligation to remain for two years in any position they took to maintain their ICMA membership in good standing.

Commissioner Jung suggested interviewing all of the firms, either by phone or in person, which would allow the Board to ask specific questions.

Commissioner Weber asked if the ICMA had a recommendation. Ms. Simon said the ICMA would not certify or endorse specific recruiting firms, but she believed each firm worked with ICMA credentialed managers in their recruitments. Commissioner Weber said her experience was the recruiting firms did not do a good job two of the times she was part of a national recruiting effort. She suggested the Board create a subcommittee to review and narrow down the search firms. Commissioner Jung agreed.

Chairman Humke said for the Reno Sparks Convention and Visitors Authority (RSCVA) search, the candidates were narrowed to one gentleman who declined the offer because of the salary, which might also be a factor in this search. He stated the salary should be made clear to whichever firm was selected.

Commissioner Hartung advised he would like to serve on the subcommittee. Commissioner Weber said she and Chairman Humke could contribute a lot because of their experience, but she was sure all of the Commissioners would like to serve on it. Commissioner Hartung said he understood Commissioner Weber's position, but the Commissioners who were remaining would have to live with their choice.

Paul Lipparelli, Legal Counsel, advised today's agenda item did not permit the Board to impanel a subcommittee, but only permitted giving direction to staff to negotiate an agreement with a search firm or to give other direction to staff.

Commissioner Berkbigler felt there might be some benefit in having a longer serving and a newer Commissioner on the subcommittee to select the firm. She said clearly after the candidates were eventually narrowed down, the recommended candidates would have to come before the Commission to plead their case.

Chairman Humke said he would like to be on the subcommittee. He stated he had been involved in half a dozen national and local searches, the most recent being the search for members for the Reno-Tahoe Airport Authority Board of Trustees.

Commissioner Weber said the discussion was about selecting a subcommittee to look at the search firms, but she felt there should also be some discussion regarding the process. She believed certain people needed to be involved in that process. She stated during the interviews for the Fire Chief of the Truckee Meadows Fire Protection District (TMFPD), the interviewees went before panels to discuss different items, and those types of panels should be a part of this process.

Ms. Simon said if the Board decided to use a search firm, the appointment of a subcommittee to select a firm would be on the June 11, 2013 agenda and the interview of the selected firms would be done at a subsequent meeting. She stated she agreed with Commissioner Weber that having the community, business community, Organizational Effectiveness Committee members, employees, and department heads involved in the process was critical. She said she was involved in several searches and, on several occasions, the final discussions were happening when it was discovered no one else had been involved besides the elected board. She stated the County Manager would not want to be just the agent of the Board, but would also want to be the agent for the community.

Chairman Humke agreed with Commissioner Weber about convening the community panels. Commissioner Weber said her suggestion regarding the panels was for the panels to be involved in looking at the individual candidates for County Manager, while the subcommittee would make a recommendation to the Board regarding choosing a search firm. Ms. Simon felt whichever search firm was selected, they would want to have extensive discussions with the Board on what qualities and characteristics the Board was looking for, as well as looking at the Board's strategic plan and practices that were of value to the Board. She said the firm would then look for qualified candidates and the subcommittee could help the search firm narrow the list based on various considerations before bringing the recommended candidates to the Board.

Ms. Simon recommended having an item on the June 25th agenda regarding selecting a search firm, which was a quick turnaround, but would keep things moving forward.

Ms. Simon said staff was also requesting direction regarding the appointment of an Interim County Manager if that was what the Board desired. Commissioner Hartung felt it would be foolish not to appoint Mr. Berkich as Interim County Manager due to his institutional knowledge. Ms. Simon said she recommended appointing Mr. Berkich as the Interim County Manager from July 1, 2013 until a permanent County Manager was selected. She said she was making a list of what was in progress that needed to be attended to so continuity would not be lost. She stated some wonderfully effective processes had been created, and the County was recognized as being an efficient and responsive government. She felt the leadership was in place that

would continue that going forward. Chairman Humke asked if Mr. Berkich wanted to be considered for the permanent County Manager position. Mr. Berkich confirmed he was not interested in a permanent appointment as the County Manager, but was willing to serve as the Interim County Manager.

Commissioner Weber said she supported appointing Mr. Berkich as Interim County Manager because he had done a fabulous job the whole time she was a Commissioner. Chairman Humke stated there was great value in knowing the person who would be the Interim County Manager.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that John Berkich, Assistant County Manager, be appointed as Interim County Manager.

13-461 AGENDA ITEM 32 – CLOSED SESSION

Agenda Subject: “Possible Closed Session for the purpose of discussing labor negotiations with Washoe County, Truckee Meadows Fire Protection District and/or Sierra Fire Protection District per NRS 288.220.”

12:20 p.m. On motion by Commissioner Hartung, seconded by Chairman Humke, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

1:48 p.m. The Board reconvened with all members present.

13-462 AGENDA ITEM 12 – MANAGER

Agenda Subject: “Candidate interviews and possible appointments for two vacant positions on the Reno-Tahoe Airport Board of Trustees (one individual to fill unexpired term of two years to expire July 1, 2015 and one individual to fill a four year term to expire July 1, 2017)--Manager. (All Commission Districts.)”

Chairman Humke advised the subcommittee appointed by the Board talked with all 24 candidates for the Reno-Tahoe Airport Authority Board of Trustees (BOT) and narrowed the list to 10 candidates. He stated the candidates received a list of five questions, and they each would have five minutes to answer the questions. Commissioner Weber suggested the Commissioners each name their top three candidates for round one. Paul Lipparelli, Legal Counsel, pointed out one open term was for two years and one was for four years. Chairman Humke said the term could be determined at the end of the interview process.

On motion by Commissioner Weber, seconded by Commissioner Berkgigler, it was ordered that each Commissioner would put forward three names and, if a second round was necessary, they would put forward two names.

The Board then proceeded to interview the following candidates in the order listed:

1. Michael Moreno
2. Isabelle Rodriguez Wilson
3. Margaret Cavin
4. Suzy Klass
5. Yvonne Murphy
6. Robert Larkin
7. Natale Carasali
8. James Nadeau
9. Mary Beth Sewald
10. Maurice Washington

Chairman Humke said he honestly believed any of the applicants would do a fine job. He stated the community was strong because of having applicants like this.

In response to the call for public comment, Jaime Dellera, Deputy Clerk, said Camille Knox, William Artemis, Debbie Cox, Melissa Moore, Jeffrey Davis, Paul Bruk, David Gruney, Cherie Justis, Susan Meurer, Mike Elliott, Benjamin Elliott, and Farley Justis, supported the appointment of Mr. Larkin to the BOT, but did not wish to speak. She stated Mr. Michael Stuart indicated he supported Mr. Larkin and Ms. Seward.

John Howitt, Emma Justice, and Robert Meurer indicated they supported the appointment of Mr. Larkin to the BOT. A copy of each of their comments was placed on file with the Clerk.

Thomas J. Hall, Reno-Stead Airport Association President, said the mission at Reno-Stead Airport was to grow its service to its pilots, tenants and the community. He discussed some of the things that were happening at the Reno-Stead Airport. He advised he supported the appointments of Ms. Seward and Mr. Larkin to the BOT.

Tom Hagge said the Board should consider appointing Trustees who would serve the community and the aviation needs at the Airport. He stated 35 plus airplanes left the Airport due to staff policies three years ago and those 35 planes represented a loss of taxes to the County. He said if a candidate did not mention general aviation, they should not be considered for appointment to the BOT. He stated the Airport did not have a master plan but, even though it was not required, not having one had ramifications because last year a taxiway to nowhere was built. He encouraged the Board to select people who supported general aviation and had the knowledge and interest in finding good solutions for the Airport, which was why he supported Mr. Larkin.

Khristopher Dahir said the Board should look for stability and a servant/leader when looking to put someone in a leadership role. He stated he was here to speak on Mr. Larkin's behalf. He said Mr. Larkin was community minded, was willing to work with others, strove for excellence, was willing to give his time and resources, completed the things he set out to do, was a leader of leaders, and was able to make difficult decisions.

Chairman Humke closed public comment.

Commissioner Hartung said this was an amazing group of candidates. He stated he had never been lobbied so hard by such a diverse group, which was a testament to how important the Reno-Tahoe Airport was to the community. He disclosed he talked with Ms. Sewald, Mr. Carasali, and Mr. Larkin.

Commissioner Jung said she received at least one letter on behalf of all of the finalists. She stated she met with Mr. Carasali and Mr. Nadeau. She said the choice would be hard.

Chairman Humke disclosed he talked with Mr. Carasali, Ms. Murphy, Mr. Nadeau, and Ms. Sewald. He said he had not met with Ms. Cavin and Ms. Wilson except during the subcommittee interviews. He said he received e-mails and support letters regarding Ms. Klass, Mr. Larkin and Ms. Sewald. He stated he talked with Mr. Washington a couple of months ago regarding the Reno-Tahoe Airport Authority.

Commissioner Weber thanked the Commissioners for the opportunity to serve on the subcommittee. She noted some of the candidates attended the subcommittee meetings, and she thanked them for wanting to serve. She disclosed she worked with Mr. Moreno and was friends with Ms. Cavin. She stated she discussed the Airport Authority with Mr. Larkin when he was on the Commission, and she talked with Mr. Howitt about it also. She said she had not had a conversation with Mr. Carasali or Mr. Washington.

Commissioner Berkgigler said she was impressed with the candidates' presentations. She disclosed she was lobbied on behalf of everyone, and she visited with Mr. Carasali, Ms. Sewald, and Mr. Washington regarding Airport Authority issues. She stated some of the candidates supported her campaign.

Commissioner Weber further disclosed she worked with Mr. Nadeau, and she was sure some of the candidates contributed to her campaigns over the years.

Commissioner Hartung said he knew everyone and, no matter what choice was made, the Commissioners would get beat up over their choice because everyone was so highly qualified.

Chairman Humke thanked Mr. Howitt for sitting through the interviews and Ms. Delleria for doing the minutes of the subcommittee's meetings.

The Commissioners named the following as their top candidates during round one of the selection process:

- Commissioner Weber named Mr. Washington, Mr. Carasali, and Mr. Larkin
- Commissioner Berkbigler named Mr. Carasali, Ms. Sewald, and Mr. Washington
- Commissioner Jung named Mr. Carasali, Mr. Moreno, and Mr. Nadeau
- Commissioner Hartung named Mr. Larkin, Ms. Sewald, and Mr. Washington
- Chairman Humke named Mr. Larkin, Ms. Cavin, and Mr. Carasali

Katy Simon, County Manager, said Mr. Carasali received four votes, Mr. Washington received three votes, Mr. Larkin received three votes, and Ms. Sewald received two votes, which were the top four vote getters.

The Commissioners named the following candidates during round two of the selection process:

- Commissioner Weber named Mr. Washington and Mr. Larkin
- Commissioner Berkbigler named Mr. Washington and Mr. Carasali
- Commissioner Jung named Mr. Carasali and Mr. Washington
- Commissioner Hartung named Mr. Larkin and Mr. Carasali
- Chairman Humke named Mr. Larkin and Mr. Carasali

Ms. Simon said Mr. Carasali received four votes and Mr. Washington and Mr. Larkin each received three votes.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Natale Carasali be appointed to the Reno-Tahoe Airport Authority Board of Trustees for a four year term to expire on July 1, 2017.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, it was ordered that a third round of voting be done to break the tie between Mr. Washington and Mr. Larkin.

The Commissioners made the following selections during round three of the selection process:

- Commissioner Weber named Mr. Larkin
- Commissioner Berkbigler named Mr. Washington
- Commissioner Jung named Mr. Washington
- Commissioner Hartung named Mr. Larkin
- Chairman Humke named Mr. Larkin

On motion by Chairman Humke, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler voting “no,” it was ordered that Robert Larkin be appointed to the Reno-Tahoe Airport Authority Board of Trustees for a two year term to expire on July 1, 2015.

13-463 AGENDA ITEM 29 – MANAGEMENT SERVICES

Agenda Subject: “Discussion and direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County--Management Services. (All Commission Districts.)”

John Slaughter, Management Services Director, said the amendment to AB 46 did not change the tax rates, but did change the statement that the Washoe County Commission “shall” enact an ordinance for the sales tax and “shall” levy the property tax. He said the change stated the Washoe County Commission, on or before January 1, 2014, “may” enact the sales tax ordinance and “may” levy the property tax by a two-thirds vote. He said the amendment was approved on a vote of 32 to 8 in the Assembly and was being sent to the Senate.

Chairman Humke asked if it appeared the Senate would pass the bill. Mr. Slaughter expected AB 46 would be referred to the Senate Revenue Committee for a hearing, and he anticipated it would come out of that Committee with a recommendation to pass it and send it on to the Governor. He said the amendment represented a compromise, because the original bill did not have enough votes to pass. He explained the bill was one of two allowed by the Washoe County School District (WCSD).

Commissioner Berkbigler said she understood the two-thirds vote was four votes on the Commission, which was essentially a supermajority. Mr. Slaughter stated that was correct. Paul Lipparelli, Legal Counsel, said two-thirds of the five Commission members was 3.3 members, which was rounded up to four. He said it took four members voting in favor no matter how many Commissioners were present.

Commissioner Berkbigler said she understood there was something in the bill that allowed the Commission to further define the conditions on how the money could be used and what the reporting requirements were or at least there was nothing in the bill that prohibited the Commission from doing that in a public hearing. Mr. Slaughter said the bill did not address that issue as amended. He felt the bill would have to be reviewed and there would have to be a discussion with Legal Counsel regarding what would be allowed regarding those types of conditions.

Commissioner Berkbigler asked if the Commission would have to enact both taxes if one tax was enacted. Mr. Slaughter stated they appeared separately in two separate sections of the bill, but he was not sure what the legal interpretation of that would be. Commissioner Berkbigler said she would like to have that legal interpretation.

Chairman Humke asked if that legal interpretation could wait until the bill was in its final form. Commissioner Berkbigler stated she would rather not wait, because it was her understanding the bill was a compromise piece of legislation and it would likely pass in the Senate. She said the Governor made the statement on Channel 4 that the only way he would support the bill was if it required a super majority vote by the Commission. She believed the Commission needed to know what could be coming, and she would like to have that opinion sooner rather than later.

Commissioner Weber felt it was not legal to put this on the Commission to decide, because the Commissioners were not elected to fund the WCSD. She agreed with Commissioner Berkbigler that now was the time to have questions answered, so there would be time to talk with people before it reached the Governor's desk.

Chairman Humke said the Commission thought other bills were not legal or constitutional when the State Legislature swept over \$24 million from Washoe County and \$70 million from Clark County. He stated the County learned it was not right, but it was legal. He said he would be surprised if the Senate did not tweak the bill somewhat.

Paul Lipparelli, Legal Counsel, said earlier drafts of the bill caused him to question its enforceability. He stated as the bill was first introduced, the mandatory obligation of the County Commission would be to adopt the ordinance imposing the tax. He said he worried about what would happen if the County Commission entertained the ordinance, but found they were not in favor of it. He said someone would have to go to court to get a judge to order the County Commission to undertake the Legislative act, and he had some conversations with the Legislative Counsel about that concern. He stated this version of the bill, which was not necessarily final, alleviated that concern because it changed the obligation to adopt an ordinance to the authorization to adopt an ordinance. He said that meant the Commission could decide whether or not to adopt the ordinances imposing the taxes contemplated by the bill. As a legal matter, he was not concerned by the bill, because there were many other examples in State law where the County Commission had the authority to impose a tax, but not the obligation to do so.

Commissioner Weber asked if similar legislation had been passed in the last 10 years. Mr. Lipparelli said he would research that, but the Regional Transportation Commission (RTC) gas tax immediately came to mind. He stated the legislative scheme was that if the Commission wanted to make use of the authority it was given to have a gas tax, the County was required to adopt an ordinance to create the RTC. He said the money generated by that tax had to be spent by the RTC Board. He stated that might have occurred longer than 10 years ago, but it was an example of the decision on whether to go down that road being placed at the feet of the County Commissioners. He said the money would go to another entity beyond the control of the County once the decision was made. Chairman Humke said that was an example of a number of things the Legislature felt might be appropriate for County government and it also passed the so called nexus test.

Mr. Slaughter said AB 423 had a fairly significant fiscal impact on Washoe County because it changed how presentencing investigations were done. He

stated during the last session, the counties were required to pay for 70 percent of the presentencing investigation reports, which were done prior to sentencing someone facing a felony conviction that would put them into the State's prison system. He said there was a fiscal note by the State Probation Department that noted those changes would cost Washoe County approximately \$200,000 per year. He said staff had been testifying that the County was opposed to the original shift to the County and also opposed the new shift on the cost issue of doing a quicker turnaround of the presentence investigations. He stated the bill was heard last Friday in the Ways and Means Committee, and staff was actively engaged in a working group to try to come to a resolution over the next few days. He said the Parole and Probation Department's fiscal note indicated 20 additional staff members would be needed along with 27 new cars. He said it was hoped the County would not have to pay for that portion of the new process for presentencing investigations.

Mr. Slaughter said SB 165, transferable tax credits for the film industry, was originally amended to take the possible impact away from the local governments. He stated there was discussion about putting the local governments back into the bill because, if the local governments were to benefit, they should pay a portion of that benefit through tax credits; but an amendment made that optional for local governments. He said if the County decided to negotiate with the film companies, the credit would come on any permit fees. He stated Washoe County did not have a film-permit fee, so the County would be negotiating with the film companies for the services provided by the Sheriff's Office, health permits, and those sorts of things. He said if the Board wanted to attract film companies, the County could offer tax credits for those types of fees. Commissioner Berkbigler said she heard a rumor that there might be an amendment made to make it a pilot program to see if it really raised any revenue for local governments. Mr. Slaughter said part of the amendment made it a pilot program through 2017 and it also reduced the overall amount of tax credits from \$25 million per year to \$20 million per year statewide.

Commissioner Berkbigler asked why the County had a permit fee for people taking photos in a park, but not for filming movies. Katy Simon, County Manager, said she did not have any input regarding that from the Planning Commission or others. She advised they were very different uses with one being for the use of specific park land and the other being for the general permitting of a business function. Mr. Slaughter said there were already some incentives in place regarding film production and, when those were put in place, the permit fee for film production was removed from the ordinance. He stated he did not have an answer for the other half of the question.

Mr. Slaughter reported SB 272 addressed a boundary line revision between Storey and Washoe Counties. He stated it received a favorable vote in both the Senate and the Assembly and the Governor signed it. He believed that revision would be coming before the Board shortly.

Mr. Slaughter said there were six days left in the Legislative Session and there were quite a few major issues that needed to be resolved, but there was not much left, other than AB 423, which would fiscally affect Washoe County.

Chairman Humke thanked the Legislative team and noted the ongoing alliance that had been formed with the Nevada Association of Counties (NACO), the Nevada League of Cities, and the City of Reno.

There was no public comment or action taken on this item.

13-464 AGENDA ITEM 31 – REPORTS AND UPDATES

Agenda Subject: “Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to.”

Commissioner Jung said she met with the Citizens Advisory Council Transitional Governing Board and the Volunteers of America were exceeding their fundraising goals. She stated she attended the Library Board of Trustees meeting. She said the number of people going to the libraries was going up, even though their hours were so erratic. She said the annual budgets of the Truckee River Flood Project and the Truckee Meadows Water Authority (TMWA) were approved. She stated she went on a Nevada Department of Agriculture tour of projects within the County where Cheryl Surface, Park Planner, was the presenter. She said Ms. Surface was in demand by people all over the country who wanted to see the revolutionary ways the County’s park planners combated many of the invasive species of weeds, which contributed to the occurrence of wildfires. She said the Regional Jobs Team discussed possibly doing a Happiness project like what was being done in Las Vegas. She stated she attended the National Association of Counties (NACo) annual Western Interstate Region (WIR) Conference where the issues that might have to be faced if shale oil or gas was found in Nevada were discussed. She said there were pros and cons involved, but the best practices of others should be looked at so Nevada would not repeat the mistakes made by others. She stated she spoke on behalf of the Commission at the Memorial Day service at the Sierra View Memorial Gardens.

Commissioner Hartung noted he was out of town for the TMWA and the Western Regional Water Commission (WRWC) meetings. He said he had a productive chat with a spirited group of people at the Spanish Springs Library.

Commissioner Berkbigler stated she attended the Regional Transportation Commission (RTC) meeting as the alternate for Commissioner Weber, which was an interesting experience. She said the Tahoe Regional Planning Agency (TRPA) was moving forward on the plan and things were looking positive regarding the lawsuit. She said she also attended the Tahoe Transportation Commission Board meeting where work was being done on finding the money needed to complete the bike trail.

Commissioner Weber said she attended the WIR Conference and the NACo Board of Directors meeting. She stated the annual NACo conference would be held June 19-22, 2013 in Dallas/Fort Worth, Texas. She said she would not be able to attend the Nevada Works Board meeting on Friday, June 14th at 9:00 a.m.

Chairman Humke said he attended meetings of the RTC, the Reno Sparks Convention and Visitors Authority (RSCVA), the Criminal Justice Advisory Committee, the NACO Board meeting, and met with Heidi Gansert, who was the special envoy from the University of Nevada. He discussed the importance of the Honor Flight, where World War II veterans were flown to see the World War II Memorial in Washington D.C.

Commissioner Hartung said it was possible to have this open meeting due to what the members of the military sacrificed during World War II.

4:07 p.m. The Board recessed.

6:00 p.m. The Board reconvened with all members present.

PUBLIC HEARINGS

13-465 AGENDA ITEM 30 – COMMUNITY SERVICES

Agenda Subject: Appeal Case No. AX12-003: Appeal of the Planning Commission Action of no approval for Master Plan Amendment Case No. MPA12-001 (Village at the Peak). To consider an appeal of the Planning Commission’s decision in case number MPA12-001 (Village at the Peak) of no approval of a request to amend the Spanish Springs Area Plan, being a part of the Washoe County Master Plan. The Board is being asked to reverse the Planning Commission’s decision and directly approve the Master Plan Amendment. The Master Plan Amendment request involves the re-designation of a ±39.83 acre parcel from a mix of Industrial (I), Commercial (C) and Open Space (OS) to Suburban Residential (SR) on the Master Plan Land Use map. The amendment request also includes a change to the Character Statement in the Spanish Springs Area Plan to change the residential density limitations in the suburban core such that the new language of the Character Statement would state: “This suburban core includes a broad mix of non-residential uses together with single-family residential densities of up to three dwelling units per acre and Specific Plan as defined herein” (emphasis added). Additionally, the request includes an amendment to Policy SS.1.3 of the Spanish Springs Area Plan to add “Specific Plan (for multi-family densities up to nine dwelling units per acre)” to the list of permitted regulatory zones. The subject property is located north of Calle De La Plata, several hundred feet to the northeast of the intersection of Pyramid Highway and Calle De La Plata within the Spanish Springs Area Plan. APN: 534-562-07 Community Services (Commission District 4.) Continued from February 12, March 26 and April 23, 2013 Commission meetings.”

6:01 p.m. Chairman Humke opened the public hearing.

Commissioner Hartung reminded everyone that a Master Plan amendment was being discussed and not a tangible project.

Trevor Lloyd, Senior Planner, said this item was an appeal of the Planning Commission's decision to not approve Master Plan Amendment Case Number MP12-001 (Village at the Peak). He stated this item was heard by the Planning Commission on December 4, 2012, where the amendment request failed on a split vote of 3-3. He noted this appeal was continued from three previous County Commission meetings. He said a simple majority vote of the County Commission was required for approval per Code and, if the appeal was approved, it would have to go back to the Planning Commission. He said the Planning Commission would send a report to the County Commission regarding their findings following the County Commission's decision.

Mr. Lloyd conducted a PowerPoint presentation, which was placed on file with the Clerk. He displayed the vicinity map showing the location of the subject property. He said the first part of the request was a land use change, which would re-designate the 40-acre subject property from a mixture of Industrial/Commercial and Open Space to Suburban/Residential. He noted the Applicant applied to rezone the property to allow an apartment complex, but that project had been continued and would be reheard by the Planning Commission pending tonight's decision. He said the implications were significantly broader than just the changes to a 40-acre property, and he discussed the map displaying the vacant properties with a current land-use designation of Suburban/Residential. He said there were over 2,000 acres of undeveloped Suburban/Residential land within the Area Plan, which would be impacted by this request.

Mr. Lloyd said the second part of the request would amend the Character Statement, which was the guiding principle that directed the pattern of development for all of the Spanish Springs Area Plan. He stated the goals and policies within the Area Plan were designed to ensure the direction of the Character Statement was maintained and any change should not be taken lightly. He said the Applicant discovered it was not an easy process to change the Character Statement. He stated if the amendment was approved, the next applicant would have to do a simple zone change on the 2,000 acres of undeveloped Suburban/Residential land.

Mr. Lloyd stated the third part of the request would amend the SS.1.3 policy of the Spanish Springs Area Plan to allow a Specific Plan as a regulatory zone permitting multi-family densities of up to nine dwellings per acre.

Mr. Lloyd said any change to the Character Statement required the Applicant to conduct a series of community workshops to solicit input and to negotiate and work through some of the concerns brought up during the process. He advised the overwhelming position expressed by residents during the three workshops held was opposition to the land-use change and, more importantly, opposition to the change in the Character Statement. He said as part of the appeal process, the Applicant provided a letter detailing their responses to the community's concerns. He stated the staff report detailed

how staff felt the Applicant had not addressed those concerns and how they could not be addressed short of reducing the desired density. He stated the Applicant conducted another community meeting two weeks ago, which had a large turnout, to see if any common ground could be found with the neighboring residents and the Spanish Springs residents. He advised no common ground was reached.

Mr. Lloyd stated the reasons staff recommended denial of the appeal was a two part process that would first describe the reasons for denying the request to change the Character Statement and Policy SS.1.3.

Mr. Lloyd said the first reason for the denial was due to the overwhelming community opposition to the request due to its offending the concept of a carefully planned community. He said staff believed this was a case of the tail wagging the dog. He stated staff received countless letters and e-mails and over 600 residents signed a petition in opposition, while only one letter in support was received.

Mr. Lloyd said during the last major update of the Spanish Springs Area Plan, there was significant community support for its adoption by the residents, the development community, the Citizen Advisory Board (CAB), the public agencies, the Planning Commission, and the elected officials. He said there was not 100 percent satisfaction with the update, but there was substantial buy in. He stated it was felt the process was very successful, because everyone involved felt their voices had been heard. He said it was important to allow the people of Washoe County to control the vision of their own communities.

Mr. Lloyd said secondly, the Applicant was asking for an area-wide policy change that would increase the maximum density by 300 percent, and by 900 percent within the area of the Applicant's property on the east side of Pyramid Highway. He stated residents of an apartment complex should have easy access to public transportation, but there was none available in the Spanish Springs Valley.

Mr. Lloyd said the request was inconsistent with the Development Code, because the Applicant was asking for a Specific Plan with a density that was within the County's High Density Suburban (HDS) Regulatory Zone. He advised apartment complexes were not allowed within the HDS Regulatory Zone. He stated staff felt the Applicant provided an incomplete feasibility study because it only discussed the infrastructure and service needs for the 40-acre subject property. He said the Applicant failed to provide a facility study that examined the implications of increasing the densities from 300 percent up to 900 percent within the Suburban Management Character Area. He stated the planned infrastructure and services were based on existing land use and zoning, and the existing facility plans had not anticipated that level of density increase.

Mr. Lloyd said if anything was learned from the South Valleys and Forest Area Plan updates, it was that one developer or property owner should not dictate the

vision and character for an entire community. He stated if the vision and character did not come from the community, then the planning process was not functioning properly.

Mr. Lloyd said another reason for the denial was, even if the Character Statement and the Policies allowed for this type development, staff would have some concerns with this request based on the subject property's location within a "Transitional Zone." He advised the "Transitional Zone" was why the eastside of Pyramid Highway had a maximum density of one dwelling per acre. He stated there were inadequate amenities to serve an apartment complex at this location, because there was no public transportation, no parks nearby, the nearest commercial developments were over two miles away, and there was an unfavorable jobs housing balance. He explained the Applicant was able to obtain a zoning change to industrial/commercial in 2009, because it would provide a better jobs/housing balance. He said Washoe County was limited in the amount of industrial land it could have because the Regional Plan bound the County from expanding industrial in the unincorporated areas.

Mr. Lloyd displayed the *Compatibility Table* slide and said the Applicant represented on numerous occasions that, because of the changes that occurred since 2009, the Applicant's request was creating more compatibility. He said based on the Compatibility Table, the proposed land-use compatibility would be less than with the existing zoning. He reviewed the *Compatibility of Land Uses* slide, which showed the Applicant's proposal would lessen the compatibility. (The letters H, M, and L respectively represented high, medium, and low compatibility.)

Mr. Lloyd said staff felt the Applicant's traffic engineer provided inadequate traffic information. He advised the *Traffic Study* slide showed, based on internal capture, pass-by trips, and the reduction for trips allowed by the existing zoning, the total net of new trips would be 6,190 trips per day for all 120 acres and not just the subject's 40 acres. He said what the Applicant represented during no less than five occasions was that the change would result in a net reduction of 5,000 trips per day. He stated the 40 acres was one third of the overall 120 acres, which would indicate a daily total of around 2,000 daily trips. He said there would have to be a negative number of daily trips to reach the 6,190 number with the proposed apartment complex, which was not physically possible.

Mr. Lloyd displayed the slide showing the 2004 Land use "Zoning" and the 2012 Zoning. He said although there had been some changes, particularly around the subject property, there had not been any increase in the residential density greater than three dwellings per acre throughout the whole Area Plan. He stated on the east side of Pyramid Highway there had been no densities greater than one dwelling per acre. He said the Applicants argued, because of the changes that happened around the subject property, this request was now warranted. However, based on the Compatibility Table, the changes that were made over the last several years meant there would be reduced compatibility, instead of increased compatibility.

Mr. Lloyd said staff could not make the necessary findings for denial per Article 820 based on this testimony and the detailed information contained in the staff report. He stated regarding finding 1) shown on the *Findings for Denial* slide, the goals and policies of the Spanish Springs Area Plan were designed to implement and preserve the vision and Character Statement, which were developed as a result of significant public involvement with the intended purpose of satisfying the desired character of the community. He stated the requested Master Plan Amendment was a significant departure from the policies and action programs of the Washoe County Master Plan. He stated regarding finding 2), the request would result in land uses that were incompatible with existing or planned adjacent land uses. He said regarding finding 3), the request did not identify or respond to changed conditions. He explained the changed conditions resulted in a lower compatibility with the proposed amendment than if there had been no changes at all.

Mr. Lloyd noted the 2004 Spanish Springs Area Plan update included a lot of public involvement during which the people in the community voiced their desired pattern of growth for the Spanish Springs Valley. He said the proposal by the Applicant was a significant change to that vision, which was not desired by the community.

Mr. Lloyd said in addition to the findings that needed to be made per Article 820 of the Development Code, there was also a list of findings that needed to be made within the Spanish Springs Area Plan under Policy SS.17.1, which were shown on the *Findings for Denial (Per Policy SS.17.1)* slide. He stated finding a) was because the Applicant was requesting a significant departure from the Character Statement. He said finding b) was because the request was in direct violation of goal 17 in Policy SS 17.1 of the Spanish Springs Area Plan. He said finding c) was because the drastic change to the Spanish Springs Character Statement would conflict with the public's general welfare.

Mr. Lloyd said he listened again to the Applicant's testimony from the December 4, 2012 Planning Commission hearing where only the benefits of developing the 40-acre property were discussed and little time was spent discussing the benefits of changing the Master Plan and changing the Character Statement when that was the heart of the issue before the Board. He stated the request would open up thousands of acres to increased density and had the potential to heavily strain Washoe County's services.

Garrett Gordon, Lewis & Roca, stated he was testifying for the Applicant. A copy of his PowerPoint presentation was placed on file with the Clerk. He said a lot of negativity about the project and the problems with meeting the findings was heard tonight. He stated his presentation focused on the actual impacts of the Master Plan Amendments, instead of what could happen, and what the Applicant could do to mitigate any potential adverse impacts. He said John Krmpotic, KLS Planning & Design, would address the concerns of the neighbors heard during the four public workshops. Mr. Gordon said the Applicant firmly believed there would not be a negative impact if the appeal was approved, but instead there would be a positive impact.

Mr. Gordon said the Applicant's request was to add a Specific Plan Designation to the Spanish Springs Area Plan to allow for multi-family use. He stated apartments could be one use, but the use could also be condominiums, townhomes, or senior housing. He said between 18 and 24 units were asked for during the first meeting with staff, which was a typical multi-family project in Northern Nevada. He said in working with staff, the Applicant decreased the number to nine units per acre or a total of 360 units on the 40-acre parcel. He said if the Master Plan Amendment was approved and the subject was rezoned as a Specific Plan, it would be the only one in the Spanish Springs Area Plan. He stated there were not thousands of other properties that could be approved overnight as multi-family, because another applicant would have to come before the Planning Commission and the County Commission to ask for a zone change. He stated the Specific Plan allowed the Commission to condition the Applicant. He said if the Applicant had asked for HDS zoning, the Commission could not require any conditions, such as a berm or a traffic light. He said the Appellant was asking the Commission to look at the 40 acres to determine whether the change was appropriate, the findings had been met and, if not, had the concerns by neighbors been mitigated.

Mr. Gordon said this request was a down zoning of the subject property, because it was currently zoned Industrial/Commercial. He stated staff recommended approval from General Rural (GR) to Industrial/Commercial zoning five years ago. He said the Applicant believed, because the zoning was going backwards, the findings could be met.

Mr. Gordon noted the four findings were shown on the *WCC and SSAP Findings* slide. He stated regarding the substantial compliance and conformance with the Master Plan findings: No. 1), the subject property was within the Suburban Character Management Area (shown on the slide with the same title), which was where the County designated growth should occur. He said the property was on the border of that area, but the people on the other side of the border participated in the process that determined where those lines would be drawn. No. 2), the Applicant was not asking to raise the 1,500 cap on the number of units allowed in the Spanish Springs Area Plan. No. 3), HDS zoning of nine units per acre existed within the Spanish Springs Area Plan, however, it was grandfathered for properties before 2004. He said the Applicant was asking HDS zoning be reopened with the triggers of it being in a Specific Plan and with mitigating any concerns. No. 4), throughout the Spanish Springs Area Plan there was rustic appearance and rural-heritage language, which the Applicant would be complying with.

Mr. Gordon said the Land Use and Transportation Element (LUTE) was approved after a lot of public hearings and testimony regarding the direction planning would go in the County. He stated the *Substantial Compliance and Conforms with Master Plan (LUTE)* slide showed four examples of how the application conformed and was in substantial compliance with the LUTE. He stated five years ago the Applicant joined with two other property owners, who were present tonight to testify in favor of this project, to work on creating a village concept. He said the idea was to have a variety of lot sizes, densities, and land-use patterns to create a walkable mixed-use community. He stated there was Industrial and Neighborhood/Commercial zoning and there was a business park

across the street. He said in any planning document, the next conceivable use for this intersection and area was a multi-family component that included a variety of lot sizes and densities.

Mr. Gordon said regarding the compatibility issue, he would argue staff recommended going from GR to Industrial/Commercial zoning, which went from a high compatibility all the way to a low compatibility, and that change was approved in 2005. He said for the Theiss Family, who had been one of the most vocal opponents, it would go from a compatibility of low to medium (*Compatibility Findings* slide). He said on the north with the Residential zoning, it would go from a compatibility of low (Industrial/Commercial) to a high compatibility if this application was approved. He stated it was the first time he heard staff argue that the properties to the west and south would be low compatibility, which was true, but the property owners were here tonight to say they supported the application. He said he felt there was no doubt that the compatibility going from a low to either a medium or a high met the finding.

Mr. Gordon said regarding the *Compatibility Findings (Proposed)* slide, it indicated the compatibility to the north was high, to the east was medium, and to the west was low. He stated the neighbors to the west were present to ask that this application be approved.

Mr. Gordon said the Applicant met with the neighbors to the east, the Theiss family, and entered into a Letter Agreement (*No Change to Terms of Theiss Letter* slide) in 2009. The Agreement included a number of provisions that dealt with mitigating the impact, which included planting 30 evergreen trees, a fifty foot open space buffer, a height restriction to preserve their views, and an agreement to prohibit a number of land uses. He said at the workshops and at the Planning Commission, it was stated the Applicant would somehow breach the Agreement. He stated on the record, the Applicant was living up to every single term in the Agreement. He said if the property owner sold the property, the Letter Agreement would probably not run with the property, so every single agreement in the Letter Agreement was being memorialized in the Specific Plan and would run with the property in perpetuity. He said at the last workshop, the Applicant heard there needed to be more of a transition zone and more buffering. He stated tonight the Applicant was offering additional buffering and screening (*Additional Mitigations to Theiss Property* slide), which would be incorporated into the Specific Plan. He said thirty trees were agreed to, but the Applicant was bumping that number up to 90 to increase the buffer. He stated the berm would be increased from 2-3 feet to 4-6 feet tall.

Mr. Gordon said there had been some speculation that in the Letter Agreement the Applicant agreed not to do multi-family construction. He advised the list of prohibited uses included a pet cemetery and an automobile repair shop, but the Applicant never agreed to any provision that included prohibiting multi-family.

Mr. Gordon stated regarding the finding of whether the application was in response to changed conditions (*Findings: Response to Change Conditions & Desired Pattern of Growth* slide), when the density cap of three dwellings per acre was put in

place in 2003, the intersection was rural to the east, some Specific Plan to the west, and GR to the north and south. He said this was not a rural intersection because Calle de la Plata was identified as an arterial road and Pyramid Highway was a highway. He stated three sides of the intersection had low compatibility with the GR zoning, because there was a business park, Neighborhood/Commercial zoning, an industrial business park, and the Applicant's property. He felt the Board would hear tonight that this change would ruin the rural character of the neighborhood, but having a multi-family use would be more compatible per the County's Code and would be a compliment to the LUTE, the walkable communities, work-live, reversible commute, and a great compliment to what the intersection would be in the future.

Mr. Gordon (*Positive Impact to Public Health, Safety and Welfare* slide) said the Applicant had not heard from staff until tonight that the Applicant's traffic report was inaccurate. He stated when an area had Neighborhood/Commercial zoning, it would allow someone to put in a hotel or a shopping center, which was a lot of trips per day. He said it was an objective traffic standard and it was the truth there would be 5,000 less trips per day. He said the Applicant heard from the community there needed to be a traffic light at the intersection, and the Specific Plan required the Applicant put in a traffic light. He stated the project did not exceed the residential unit cap, would be more compatible with the adjacent properties to the east and north (the property owners to the west and south agreed with the application), and was consistent with the LUTE.

Mr. Gordon said if the Board changed the Master Plan tonight, the Applicant would have to come back with a zone change, different findings, different impacts, and there would be more discretionary approvals. He stated going from Industrial/Commercial to Residential Suburban zoning would not change the character of the area, nor did adding the ability for a project to have multi-family.

Mr. Gordon said many of the negative responses were new and were not heard at the Planning Commission, so he wanted to make the record clear and address some of them. He stated regarding the overwhelming opposition, the Applicant from day one had an open mind and reduced the project's density from 18 to 24 units down to nine units per acre. He said they heard there could be an impact on the area's trails, and the Applicant considered adding a \$2 per door trail fee to help preserve the trails, but the Applicant was told no. He stated the Applicant also heard about security and graffiti, and the Applicant planned to do a graffiti abatement program, but the Applicant was again told no. He stated if there was a condition or impact that the Applicant missed, he asked the Board to condition the Applicant to make the project better.

Mr. Gordon stated it was correct this was not an incremental increase, but the Master Plan was unique because it capped commercial and industrial percentages of land uses. He advised twice those percentages were bumped up incrementally and three times staff discouraged incremental increases. He said instead it was suggested waiving the commercial and industrial percentages and to look at everything on a case-by-case basis, which was what the Applicant was asking the Board to do tonight. He stated regarding the feasibility study and the traffic report, the Applicant never received any

correspondence indicating how they were faulty or inaccurate. He said there had been some talk that the Applicant should do a feasibility study on the project's impact on the entire Spanish Springs Valley. He said the Applicant was not asking to impact the entire Spanish Springs Valley, but was only talking about a 40-acre parcel. He said regarding the transition zone, if the current Commercial/Industrial land use was looked at, they were two of the highest and most intense uses allowed for in the Spanish Springs Area Plan. He said going to Suburban Residential with a multi-family use was a down zoning and would have less of an impact than the current zoning.

Mr. Krmpotic said the Applicant held four workshops to listen to the residents' concerns, and there was a commitment that from one meeting to the next there would be an answer to those concerns. He stated the list (*Citizen Comment/Fact* slide) addressed the big issues brought to those meetings by the citizens. He said the statement on the left was what was brought forward by the citizens and the statement on the right was the factual statement.

Mr. Krmpotic said regarding concern a) *No public transportation to support MF* slide, the map showed there was a planned signalized intersection, there would be employment, a mix of different housing types, and a business park. He said all of those elements created great change in the Valley. He stated there was a two-lane arterial street that was in front of the project's site, and public transportation would come about as the area matured. b) *Proposed density is inconsistent w/existing uses* slide, showed a view of the Theiss parcel and the Village at the Peak parcel. He stated having multi-family units next to single-family units was typical in any planning model, and the proposed multi-family was very low density. He noted Mr. Lloyd said apartments were not compatible with HDS, which was due to HDS typically being Single-Family Residential. He said the low density multi-family was compatible when looking at the height limitations, setback, screening, buffering, and the Compatibility Table Mr. Lloyd and Mr. Gordon discussed. He advised the two stories was due to the cap put into the letter with the Theiss family, and the buffer shown in the drawing reflected the old commitment and did not address the increased buffer Mr. Gordon just put on the record.

Mr. Krmpotic stated regarding c) *Requested amendment would change character* slide, he and staff had a fundamental difference of opinion regarding the character. He said the project would not change the character, because the character had already been changed. He stated what was being asked for was multi-family on one 40-acre parcel, which could not possibly change the character of thousands of acres in the Area Plan. He stated with a Specific Plan being part of the mix, there was another level to go through that would be very intense regarding the design standards and the conditions of approval that would be part of that Specific Plan. He said regarding d) *Housing market is already saturated* slide, that statement was heard a lot earlier on, but the best information found indicated the overall market vacancy was 5.13 percent in July 2012 in the Spanish Springs Area 4 market. He stated the multi-family in the Spanish Springs Valley was very low density, and the numbers suggested the market was ready for a multi-family project. He said having multi-family in the Spanish Springs Valley was a

lifestyle preference, and having a mix of housing was the way to build a community and not by having all of the elitist low density stuff.

There was some audience response to Mr. Krmptic's term "elitist," and Chairman Humke warned those present that any further outbursts would result in the Board taking a recess. Mr. Krmptic advised he had been referring to the planning model where very wealthy households with very large estates wanted to be isolated from the rest of the world.

Mr. Krmptic said regarding e) *Concerns expressed about impacts on schools* slide, even if 360 single-family townhouse units were approved for the property, some school-age children would be involved. He stated the Washoe County School District (WCSD) anticipated 40 students from kindergarten through the twelfth grade would be living in a project of this type and approximately 18 would attend elementary school. He stated if the zoning went to Alice Taylor Elementary School, the school had 155 openings. He said the school the property was zoned for was a little further away, but that school had about 94 openings. He said regarding f) *Significant impacts to neighbors to the east* slide and g) *Transitional zoning is necessary* slide, the Applicant was offering additional mitigation. He stated the Applicant agreed transitional zoning was needed, but believed this property was the actual transition because of the separation, the buffering, and what went into the buffering to make the transition work. He said regarding h) *Concerns expressed re: water and potential impacts to existing wells* slide, those concerns were brought up in more detail during the last workshop. He said this would be a community water system, which would be no different than doing an apartment project in downtown Reno. He said the map on the slide showed the County's Facilities Plan and the location of the project, which was a suburban water and sewer plan instead of a rural plan. He said the Applicant or whomever would spend the money to bring in water and sewer services to the site per that Plan. He said regarding i) *Many residents moved out here to get away from urban/sub environments* slide, the project's site was located within the Suburban Character Management Area. He stated HDS density was established throughout Washoe County's Zoning and Master Plan as a consistent zone for the suburban area. He acknowledged it was not one of the allowed uses in the Spanish Springs Area Plan.

Mr. Lloyd stated what he heard mentioned over and over was the Applicant addressed the residents' concerns though mitigation for this project. He said because there was no project in front of the Board tonight meant there was no opportunity to look at mitigating the project. He stated what was before the Board was a request to amend the Master Plan to change the land use on the Applicant's 40 acres. He said what appeared to be missing from the Applicant's testimony was the implication of amending the Character Statement to intensify density throughout the Area Plan. He stated he was hearing some wonderful ideas regarding the buffering and the setback for that particular project, but the question was about the implications to the resources of the County. He said staff did not know about those impacts, because there was no report regarding them. He stated it was not just the impacts to the sewer system, but was about the impacts to the water system, the school system, fire, and police. He said the request would result in a

character change to Valley. He stated there should be more community involvement about what they wanted to see as their vision for how the Valley would be built out in 10-20 years, rather than an amendment being driven by a developer to change the character and vision for the entire community. He said that was certainly not good planning.

In response to the call for public comment, Donald Reese said he was one of the property owners on the northeast corner of Calle de la Plata and Pyramid Highway. He said the property was 11 plus acres, was zoned Neighborhood/Commercial, and was approximately 700 feet from the Appellant's project. He said he would be impacted by the ingress/egress and the utilities, but he fully supported the project because he believed it was needed and would provide a boost to the area. He stated during the last 10 to 12 years he watched the area transition from almost pure rural into light suburban and residential. He said then the business park took off and now there was a mixture of almost everything in the area. He stated mixed-use was not a new concept for the area. He stated the Applicant stepped up to the plate with the mitigation being offered. He said six years ago every developer and stakeholder in the area was invited to participate and the area including his parcel, the Applicant's parcel, and the one in between was designated as the Calle de la Plata Live-Work Area. He stated the idea was to put residential over retail/commercial space, or whatever else could be done, so people could live and work in the area instead of getting on Pyramid Highway to come into Reno and Sparks to work.

Cary Peterson said he owned a house on the other side of Pyramid Highway from the Applicant's property. He stated the Applicant was addressing the problems with their project, but they had not looked at the impact of any change to the Master Plan. He said once the Master Plan was changed, the cat would be let out of the bag. He stated the agreement with the Theiss family was great, but it did not take into account the Master Plan or the zoning change. He said what was better for one person was not necessarily better for everyone else. He stated the same people that were the three LLC's that were the Village of the Peak in 2009 were here tonight to speak in favor of the change, which they favored because they would be the next people who would want a zoning change made to their property to increase the number of units allowed. He said their property totaled over 110 acres and, if multiplied by nine, that would equal almost 1,000 units out of the 1,300 units available for the Spanish Springs area. He stated he did not believe the Master Plan intended to conglomerate those units into one area, and he was against approving the appeal.

Jenny Sterling urged each of the Commissioners to drive out to the Spanish Springs area so they would see why each of the residents lived in the beautiful and unobstructed area. She said they moved there because they wanted out of the hubbub and traffic of the city. She stated if the Board passed the amendment, the proposed apartment complex would definitely impact their way of life in the Spanish Springs Valley Ranches. She said it would add several hundred vehicles onto Pyramid Highway and Calle de la Plata and would change the views for many residents. She stated it would threaten security due to the influx of 300 families with all types of backgrounds, some good and some not so desirable. She said the intersection of Calle de la Plata and

Pyramid Highway was already dangerous, and adding more families could only result in tragedy. She said she hoped the Commissioners would consider the homeowners who had moved to the area to be away from the crowds and the traffic. She stated there was no public transportation and the project would put a tremendous load on the emergency agencies. She asked the Commissioners to keep in mind that they would be setting a precedent and she urged the Commissioners to vote against the proposal.

Richard Gammick said he was speaking as a resident of Spanish Springs and not as the District Attorney. He stated he had been following this proposal from the start and tonight was about a Master Plan amendment, a Spanish Springs Area Plan amendment, and a Character Statement amendment affecting all of Spanish Springs and not just the Appellant's 40 acres. He said he took exception to the statement that the neighbors to the south and east approved of this project, because he was in easy walking distance from the south of the project, and he did not approve of any of the amendments. He said his wife did not approve of this and neither did his grandsons, and he felt everyone should be thinking of the future. He stated he also took exception to the statement that this would not happen elsewhere in the area overnight, because that was not the concern. He said he did not expect the 2,000 plus acres to get changed anytime soon, but what might happen 10 years down the road when other people also wanted changes. He stated this was a rural area, and the residents moved to it to enjoy the wildlife and the scenery. He said the one 40-acre parcel would not destroy all of that, but the threat was that the amendment of the three plans would change the entire character of the Spanish Springs Valley. He stated there might be seats at the one school, but a lot of the other schools were mostly at capacity. He related a story about the traffic being jammed on the area roads due to a two-car wreck blocking the highway for 2.5 miles. He stated imagine if there had been a major fire.

Matthew Chutter stated he lived in the vicinity of the proposed change, which he opposed. He noted like many of the residents present, this was not the first time he appeared before the Board regarding this matter. He stated good zoning ensured development did not damage the existing community, conformed to what was already present, and preferably enriched the community beyond the project's incremental worth. He said good zoning also created transition and buffer zones with graduated change. He stated the Appellant should have known when he purchased the subject property that it was governed by an existing community development plan and zoning. For his own benefit and over the objections of area residents, he sought to upend community planning to develop the property in a nonconforming, non-transitional, and unwelcome way. He said County Planning staff and area residents opposed the change as it was seen as bringing unwanted congestion, noise, traffic, and infrastructure costs to the community, which the residents had been promised was protected by existing zoning and planning. He commented the stated site development plan seemed economically doubtful and was likely to fail as presented. He felt the major reason the Commission should not approve this zoning exception was that the approval would serve as a precedent for many future challenges, which would gut the County's planning and zoning. He said there were many people who would agree the development would be damaging even if it conformed to existing zoning. He stated because it did not and because creating this exception would

have ramifications for other similar situations in the Valley, this development was completely inappropriate and the proposed zoning change should be denied.

Melody Chutter said the infrastructure was not in place for the proposed apartment complex. She advised her home was purchased under a set of zoning and planning guarantees, and she did not want to be burdened with higher property taxes to pay for additional fire, police, and schools for the renters who would be the beneficiaries. She stated the complex would be built in a flood zone. She said the apartments would face competition from vacant apartments closer to jobs and public transportation. She stated this was a case of a zoning change looking for a mission. She said when a school's capacity was exceeded, new schools would have to be built even if they would not immediately be filled to operate at an efficient level. She stated the intersection at Calle de la Plata was noticeably unsafe on a daily basis. She said this seemed to be a game of chess where the meetings were prolonged so the Applicant could hear the residents' arguments and could come back with counter arguments to make things sound good and to get what they wanted regardless of the potential outcome.

Valorie Roberts said she and her husband moved to Spanish Springs in 2008 based on the Master Plan and realizing that Spanish Springs had the potential for growth in a reasonable structure. She stated modifying the land use, amending the Character Statement, and amending the Master Plan, was not what the community needed because the changes did not embrace the community's existing vision. She said the infrastructure was not in place to support an expanding need for emergency-medical services (EMS) in the area.

Mike Roberts said he lived in Spanish Springs, and he hoped the Commissioners would deny the appeal based on the work the County did in investigating building such a project.

Patrick Douglass said he was the owner of approximately 60 acres adjacent to the subject property and had been part of the original concept for the Village at the Peak. He stated he supported the multi-family use, because it was a continuation of the live-work district and would not be a burden on the traffic count. He said people never left their live-work communities in Southern California where his daughter lived, and many sold their vehicles. He said his family bought their property over 40 years ago because they were aware growth would come that way, but he acknowledged it would probably be his son who would develop the property. He stated he was always aware the area would be the center of the County's growth. He advised he did not buy water rights to pursue farming or ranching, but to do commercial development. He said sometimes he wished the property was in the City of Sparks instead of the County, because Sparks was pro-growth in this direction. He stated the County needed to be pro-growth in this area, because that was where the growth would happen in the next 30 years; and he said he planned on developing commercial/industrial parks along with some residential.

John Uhart said he had seen a lot of changes in the 35 years he had been involved in commercial real estate and had been involved in a lot of projects. He stated

change came about through demographics, and the City and the County did a nice job with this area because of its mixed use, but it needed a multi-family component. He discussed the entities that were set up to promote Northern Nevada to businesses. He said several high tech companies were moving to the area and they would employ educated people. He stated those people wanted to be able to come and go without the responsibility of maintaining a home. He stated he supported the project because the multi-family units were needed.

Dave Galleron said he moved to the area because it was rural. He stated his well was 960 feet deep and it produced 2 gallons a minute. He said the development would have to get water from somewhere, and what little aquifer there was left would be sucked dry.

Donna Lamb said she lived one-half mile south of the proposed development, which she could see from her property. She advised she was not a part of any proposed mitigation. She said she and her husband spent five months determining where they wanted to live, and someone recommended they check out the City of Sparks because they allowed horses. She stated the property was a special place to them, but it would not be the same after some of the proposed changes. She said they knew change would come, but she asked the Board to not approve this change to the Master Plan.

Richard Pfilf said he lived near the previous speaker. He urged the Board to not add a Specific Plan to the list of regulatory zones, which would open the door to the 2,000 acres staff identified that potentially could be developed. He asked the Board to not change the Master Plan and to not include the Specific Plan as requested by the Applicant.

Sandra Theiss asked the Board not to amend the Spanish Springs Area Plan. She said a lot of people worked a lot of hours on it, and she appreciated the work they did. She stated there were not enough police and fire personnel or enough schools to handle this many apartments. She said the highway was inadequate to handle the development, and she agreed with what Mr. Gammick said.

Ralph Theiss said one of the Commissioners at the start of the meeting asked everyone to stick to discussing the Master Plan amendment, but the developer proceeded to talk their own development. He stated everybody present did not favor changing the Master Plan, which would open the door for every other developer and make it easy for them to do what they wanted to. He asked the Commissioners if they would approve a Master Plan change like this one in their own backyard and suggested they take that into consideration when they made their decision.

Ken Theiss said going from three units per acre to nine units per acre was absurd. He stated no one approved of the change to the Master Plan or the Character Statement. He said the project's only support came from the adjacent property owners, who did not live in the area. He said there was a comment made about the Theiss family not contesting the apartments in their letter four years ago. He stated apartments were not

something that could have been built in the area, so why would they contest them at that time. He said it had been said time and again that there was no infrastructure support. He stated the Applicant said they were going backwards with the zoning by going to apartments and taking the industrial away, but he felt everyone in the room would agree that was not going backwards. He said the Applicant said they would decrease the traffic flow, but he did not understand how that would happen if industrial and commercial were taken away. He said industrial and commercial would create jobs out there, which would increase the flow of traffic in the opposite direction that 99 percent of the people were already traveling in. He stated the apartments would increase the traffic flow in the same direction it was already going. He asked the Board to listen to the people.

Teresa Theiss noted the apartments would empty out onto a two-lane road, traffic light or not; and she did not see how the apartments would make her commute to and from work any better. She said she did not want apartments built next to her custom home on 10 acres. She requested the Board vote no on the Master Plan amendment.

Darlene Galleron said she asked the Commissioners to visit the site in consideration of everyone that lived near there. She stated the traffic congestion on the road was horrible. She stated each resident in the Spanish Springs Valley Estates was assessed \$20,000 for roads for each parcel they owned. She asked what benefit approving a zone change would have for the residents who paid property taxes and were paying the road assessment. She stated she hoped the Commissioners would vote to not change the current zoning. She said most buildings on the west side of Calle de la Plata were empty, and she did not see where the business opportunities would come from for the people who would live in the apartments.

Theresa Bell noted Mr. Lloyd and the other speakers addressed much of what she had been thinking. She said this matter had been going on for months and an impressive number of people chose to attend this public hearing to voice their opinions, again, which had not changed, again. She stated she was frustrated because she could not understand why this matter was still going on when even the Planning Commission felt it was not a good idea. She discussed her son's soccer game and how they did things to wear the other team down. She said it was not right, but it was accepted. She said it was possible all of the delays were to wear people down so the Applicant could win, but she noted everyone was still here. She asked everyone to just get real about what was happening. She stated the residents did not want their Master Plan changed for one person.

Steve Bennett commended Legal Counsel for the Applicant for handling himself with dignity and professionalism. He said he had been to many of the meetings. He noted the people were frustrated because, even when they indicated they did not want something, it was approved. He stated people were dismayed about what government had become, because it no longer represented the people. He said he did not know why the Commissioners ran for their positions, but some of the campaign slogans he heard were about wanting to be a voice for my neighborhood and for the people who otherwise had no voice. He stated some of those people were present and, except for three people,

everyone at all of the meetings were opposed to this appeal. He said this proposal did not fit in with the current rules on the books, and he felt the first vote tonight would be to change the rules. He asked the Commissioners not to do that, because the rules were set up for a good reason. He said changing the rules was bad business, and he asked if the Board remembered governments being sued years ago for denying projects that legally should have been permitted. He said the amendment would make it easier for someone to sue for denying a project. He urged the Board to deny the appeal.

Edward Koepke said the only thing separating him from the subject property was his back fence and Pyramid Highway. He stated the project was wrong for the Valley, and the Master Plan change would allow more than 18,000 units at 9 units per acre for over 2,000 acres per Mr. Lloyd's estimate. He said the Applicant's representative acknowledged at the last workshop that they had no plans to develop the property, but wanted to make the property more attractive to a future buyer. He stated the people of Spanish Springs were against this Master Plan change and joined forces to oppose it. He said a vote for the project was a vote against the people of Washoe County and the trust placed in the Board. He stated let them build what they were zoned for.

Walt Jackson said the Applicant said there were spaces for students at Alice Taylor Elementary School, but his daughter-in-law, who was the President of the Parent Teachers Association (PTA) at the school, said it was so full there were student classrooms housed in trailers. He stated if the project went through, the school would have to go to a year-around schedule, which was just abandoned. He said the Applicant stated traffic would be less. He stated it was pointed out by staff that the survey done went from Calle de la Plata out towards the reservation, so of course there would be no traffic impact because the people went into town for their jobs and shopping. He discussed the impact of an accident on traffic. He believed the Applicant was accurate about some things, but on others they exaggerated or forgot about them. He stated there were five acres across the street from Mr. House's home, and he asked why Mr. House did not put some high density housing there instead of across from his house.

Maite Smith said the community created the Master Plan, which foresaw and considered any changes. She stated the request was to not only amend the Master Plan, but to amend the Area Plan and the Character Statement. She said the Applicant wished to change what the community foresaw. She said one property owner should not be able to dictate the character of a community purely for profit. She stated she was not opposed to the Applicant making a profit; however, he was going to do it in her community and affect her lifestyle and those of her neighbors. She said the residents should determine how their community should look based on the benefits to the residents. She stated the community's wellbeing and future should be considered, rather than the desires of one property owner. She said any change to the Master Plan minimized the importance of that Plan and the desires of the community. She stated she took offense to the residents being described as elitist by Mr. Krmpotic, because she was a working class person. She said the Regional Transportation Commission (RTC) had no plans to serve Spanish Springs and neither did ACCESS, because it was outside the American with Disabilities Act (ADA) area. She stated according to the City's data, there were 3,036

houses in Spanish Springs and 8,765 people. She said 85 percent of those people drove to work, 10 percent carpooled, 3 percent worked at home, 1 percent rode a motorcycle, 15 people rode a bike, and four people walked. She said only three people wanted to change things, and they did not live in the community. She asked the Board to oppose the appeal.

Dawn Guyon stated she lived in the community and opposed the change to the Master Plan. She said she was not an elitist, but she advocated for the community because it was a wonderful place to live. She said when changes were made to the Master Plan, which was created by the stakeholders in the community, it would impact a lot of the area's resources. She stated her son had to be on a wait-list for kindergarten, and it was difficult for a parent to make plans when they did not know if their child would be able to go to a particular school. She said the large increase in people would impact the older people, the children, and the future residents.

Dave Cencula said he heard nothing to convince him to urge the Board to vote for changing the Master Plan. He stated based on what he heard tonight, most of the residents were against changing the Master Plan. He advised government was held in low esteem for not listening to the people. He said tonight there would be a chance to see the government in action and to see if it truly represented the people.

Ira Hansen, State Assemblyman for the area, thanked Mr. Lloyd for doing a great job. He said the Planning Commission, staff, and the residents said no to the amendment, and the question was why. He stated the answer was simple, because the amendment was in total conflict with the Spanish Springs Vision Statement, Character Statement, Spanish Springs Area Plan, and the Washoe County Master Plan. He said the amendment did not deal with just 40 acres, but with 2,000 acres. He stated attention should be paid to the 1,960 acres owned by other people that would be severely impacted by this project. He stated while all the people behind him were kind of labeled as being elitist, he did not see a lot of Mercedes and BMW's in the parking lot, but the two proponents of this amendment were professional engineers and attorneys who were on the payroll tonight to do this. He stated all of the people who had been coming to these meetings, including himself, were not paid a nickel. He felt it was really unfair when professionals, who worked fulltime on this type of thing, were up against ordinary citizens who were trying to protect their simple property rights and maintain a rural lifestyle. He said the one person in this room who was a professional and stood up for what the people in the area wanted was Mr. Lloyd. Mr. Hansen stated the proponents mentioned they were hoping to get a desired pattern of growth, and he asked what the Washoe County Master Plan, the Vision Statement, the Character Statement, and the Area Plan were if they did not depict the desired pattern of growth. He said what was really happening was an attempt to take away from the desired pattern of growth. He stated all of the people bought their property under the expectation that they would live under that Master Plan, so they needed to have some input on their interests.

Mr. Hansen said it was a smart move by the proponents when they left out some key things. He stated Alice Taylor Elementary School was a single-track year round school that was already running maximum shifts, and they did not mention that Shaw

Middle School or Spanish Springs High School were overcrowded. He said regarding the lifestyle choice, he felt the key to this whole thing was to ask the people present, who went through all of the planning processes for the last decade, what lifestyle choice they expected to have when they purchased their property. He stated the reality was there was a Master Plan in place to protect their interests for a reason and the Master Plan should not be amended lightly. He said he very strongly desired the Board vote this project down.

David Walker said he was happy with where he lived, but that could be about to change. He stated he would never get a chance to vote for four fifths of the Board, but that was the way the system worked. He said the Board was about to make a big mistake. He stated this was the California Plan in that the project would start and would never end. He said five years from now the Board would see he was right. He felt by then the Board would not be sitting in their chairs, because he was sure there were other people seeing it the same way he did and Election Day would be their day.

Dan Herman said his property backed up to the Industrial zoned property, and he was right in the backyard of the other three people who spoke in favor of the project. He stated no citizens spoke in favor of the project and only a realtor, two developers, and the Applicant's attorney and planner spoke in favor of it. He said Mr. Lloyd knew the community and did an outstanding job. He stated he read the staff report, but he did not know if the Board did, and not one item in the staff report favored the project. He stated he hoped the Board would listen to staff, because they knew what they were talking about and what the citizens desired the community to be. He said there had been a lot of planning done, and he asked the Board to please not throw that planning out the window. He stated the developer should not be the one to drive policy changes. He said the Board was being asked to change the whole planning process because, if the Board approved the appeal, it would not affect just the Spanish Springs Area Plan, but would affect all of the Area Plans. He stated it was a 900 percent increase in density, not 300 percent. He stated he sent all of the Commissioners e-mails and talked to them at the last meeting about giving him a call if they wanted to be involved with the citizens in the area, and the only one he heard from was Commissioner Hartung. He asked how many of the Commissioners had meetings with the developer or groups of citizens, and he requested a full disclosure on any such meetings before the Board voted. He said the Commissioners were trying to change the character of the community, and he asked them to please leave it alone because that was what the residents wanted.

Robert McKinnon said other people voiced his objections to the application. He understood there was a single 8-inch sewer line that served the area, which the 360 units would have to tie into. He said good luck on Super Bowl Sunday when everyone flushed their toilets in unison during the commercials. He stated common sense recommended denial of the application.

Chairman Humke closed public comment.

Commissioner Hartung stated a decree in 2000 said Washoe County would install sewers to over 2,000 homes in Spanish Springs and about 1,800 homes were left. Mr. Lloyd said that was correct. Commissioner Hartung said he was aware Mr. Herman and several other property owners, which were not included as developable land, might want to develop their parcels at some point. He stated the question came back to the waste water and those impacts. Mr. Lloyd advised as far as he knew, there were no plans to build an additional plant or to expand the existing plant. He agreed there were capacity limits, but he did not know what number of units would trigger that limit. He said the current facilities plan for the sewer throughout the Spanish Springs Valley was designed to support the existing land uses, as well as the properties targeted to convert from septic to sewer. He stated the existing plan had not anticipated accommodating an intensification of this magnitude. He said Commissioner Hartung was correct because, at some point, there would be a limiting factor based on the specific number in the Interlocal Agreement with the City of Sparks, which he did not have with him. Commissioner Hartung asked what would happen if that number was reached prior to providing sewers to the additional 1,800 units as required by the Interlocal Agreement. Mr. Lloyd said his best guess was the County would have to serve them by doing an expansion or major improvement to the facility at the County's expense.

Commissioner Hartung commended Fire Chief Charles Moore, Truckee Meadows Fire Protection District (TMFPD), for the phenomenal job the District did in Spanish Springs. He said if multi-family was made an allowed use, what kind of changes would Chief Moore expect would be needed to accommodate that amount of growth. Chief Moore said what would drive the service levels would be the number of calls, the size of the structures, and the density. He stated Spanish Springs was getting around 1,700 to 2,000 calls, and 2,200 calls per year was the saturation level for a single resource. He said the Spanish Springs area did not have any additional volunteer capacity so, if the one engine company was busy, there would be no volunteers available to back them up. He said that would mean calling for mutual aid from the City of Sparks or calling Sun Valley and vice versa. He stated the Spanish Springs station also responded all the way to Gerlach if necessary. He explained when the annual number of calls increased, he started to worry about gaps in service. He said there might not be the ability to immediately answer a call if simultaneous calls were received.

Chief Moore said looking at what up-zoning of 2,000 acres might do, it would be reasonable to think the number of calls would go up. He stated if there were roughly 2,000 calls per the population in that service area, what would that additional density create in the way of population. He said knowing that would allow him to forecast how many more calls the station would have to serve. He stated a single engine in Spanish Springs would not be able to serve 2,000 acres of additional development, even if it was single-family, over the long term. He said at some point the capacity of that fire station would need to be increased and likely a second resource would have to be added to make it a two-company station. He stated it would be hard to know when that might be triggered but, since reaching 2,000 calls per year was not too far away, the trigger would probably be on the first 25 percent of the 2,000 acres being developed, rather than the tail end of the development.

Commissioner Hartung asked if an allowed use of multi-family would necessitate having a ladder truck. Chief Moore replied it would if the building was over two stories. He said a ladder truck currently was not needed because there was nothing above two stories. He stated that station could only accommodate a single crew, and it would have to be remodeled to accommodate two crews and a ladder truck. He stated the question would be how to pay for it. He advised some of the new assessed value would pay for it and possibly impact fees could, but it would be hard to know for sure without doing some sort of educated Performa or a rational nexus to know how much growth would pay for those additional resources. Commissioner Hartung said the impact fees would not pay for any labor costs, because those costs would be borne by the citizens in the long term. Chief Moore stated that was correct.

Commissioner Hartung said Mr. Gordon advised the Applicant was willing to participate in putting in a traffic light at the corner. He asked if they talked to the Nevada Department of Transportation (NDOT) about the light, and had the warrants been met. Mr. Gordon said he understood if the project came online, the warrants would likely be met and would trigger putting in the light. He noted Page 13 of the Washoe County Planning Commission staff report indicated the proposed Master Plan Amendment was submitted to the listed agencies for comment, and no negative comments were received. He said this was the first time he heard some of the comments, and possibly they would be relative to the zoning application. Commissioner Hartung asked if the Applicant looked at the cost of the light, which would be located in an NDOT right-of-way. Mr. Gordon replied they had and they were committed to building a 100 percent compliant light for the intersection as was stated in the Specific Plan.

Commissioner Berkbigler asked what the direction of the growth pattern for the County's Master Plan was. Mr. Lloyd replied the pattern of growth and development was anticipated to be growing north. He said attempts had been made for growth to the south and to the west, but primarily the growth pattern would be to the north. Commissioner Berkbigler asked if she was correct in understanding this Valley was to the north. Mr. Lloyd replied it was.

Commissioner Berkbigler asked why the existing rezoning took place if this was open space and everyone wanted it to stay as open space or rural, whatever the designation was. Mr. Lloyd asked if she was referring to the Applicant's property. Commissioner Berkbigler said she was talking about all of the properties that were rezoned as Commercial/Industrial. She asked how long ago the zoning change took place. Mr. Lloyd said it probably went back 30 to 40 years, but it would take a long time to discuss the merits of each individual case. He stated each time a zone change or a Master Plan Amendment was received, it was looked at on its face value for that specific project or zone change. He said in all of the previous cases, there had never been a situation like this where a specific land use request came in and requested changing all of the rules set in place to accommodate just that change. He stated essentially, the developer or property owner made changes consistent with the Area Plan and Master Plan in place. Commissioner Berkbigler said the Area Plan for the Spanish Springs Valley made it a controlled growth community. Mr. Lloyd said that could be said for all of the Area Plans

and not just the Spanish Springs Area Plan. Commissioner Berkbigler asked why the Calle de la Plata area was ever zoned for Commercial/Industrial in the first place. Mr. Lloyd said if you went back and looked at the merits of that particular zoning on those properties, what you would find was a desire on the part of the community and the property owners for that zoning. He said honestly, the Regional Plan limited the growth of industrial in Washoe County, and this zoning change led to the opportunity to expand the industrial base. He noted the property was one of the few properties left that would allow for industrial development.

Commissioner Berkbigler asked if staff's concern was not necessarily the same as those of the citizens, but was because this was an area the County wanted to retain for industrial or business type growth rather than residential growth. Mr. Lloyd said staff was absolutely concerned about the concerns of the citizens. He stated when looking at the projects on a case-by-case basis, staff took into consideration all of the concerns of the neighbors and the community to determine if a project was consistent with the goals and policies of the Area Plan. He said the findings needed to be made, and in each of those cases, staff made the findings that were appropriate for that change. He stated if Commissioner Berkbigler wanted to look at those projects, he could provide that information. He said tonight's request, unlike those, did not meet the goals and policies of the Area Plan.

Commissioner Berkbigler said the argument was made to her that a hotel or motel would never be built on the land, even though the current designation for this land would allow it. She stated she was sorry, but that was not a good enough argument. She said she was a pro-growth and pro-economic development person, which was why she ran for office. She stated she was a firm believer that the County would not be able to tax its way out of its problems, but would grow its way out. She said any project that came to the County, which was really an economic development project and would be positive for growth in this community and the overall County, was something very hard for her to oppose. She perceived this project would be an economic development growth project, which might help a lot of the smaller companies that were looking to move to Nevada, look at relocating into that area. She said they would not move if there were no apartments or multi-family units available for their people to live in.

Commissioner Berkbigler said she happened to live in the city where homes were all around her, but she did not know if she would have a problem with tearing down one of those homes and putting in an apartment building. She understood the citizens' concerns, but she did not understand why, in this community where there was the ability to do economic diversification, the first real serious project for the area was being turned down. Mr. Lloyd said the Board did not have the tools to actually mitigate any of the concerns raised by the project tonight, because the Board was not looking at a project but at a Master Plan Amendment and a change to a Character Statement that would have ramifications for the entire Area Plan and not just the Appellant's 40 acres. He said staff wanted it to be very clear what this request was. He stated in the planning process, based on direction he had been given from the Board in the past, when the Master Plan and the policy were changed, changing those policies

should not be to accommodate a property owner's development. He reiterated what was being looked at tonight was a Master Plan Amendment that would impact the entire Area Plan and would have financial and economic ramifications on the sewer and water systems in the future.

Commissioner Berkbigler asked if a project's developer was responsible for mitigating the resources needed for their project. Mr. Lloyd replied the developer would pay certain impact fees. He said when talking about resizing a sewer interceptor or widening roads, those costs were not borne by an individual developer but by the residents of the community and, in many cases, by every resident in the County.

Commissioner Weber asked what the Regional Plan said about growth in unincorporated Washoe County. Mr. Lloyd replied it restricted development in the County in terms of intensification, and no intense development could happen outside of the Truckee Meadows Service Area (TMSA). He explained that meant having no more than one unit per five acres outside of the TMSA, while inside TMSA the Regional Plan restricted residential development to no more than five dwelling units per acre. He said there were densities that were greater than five units per acre, but those were grandfathered. He said the Regional Plan was essentially silent regarding multi-family.

Commissioner Weber said she served on the Regional Planning Governing Board (RPGB) for probably 11 years, and she heard growth would go to the north. She stated she lived in unincorporated Washoe County and there was terrible traffic on Highway 395. She said she understood to have a view, she might need to buy the property because she was not entitled to a view. Mr. Lloyd said height restrictions could be placed, but there were no view sheds as far as he knew. Commissioner Weber said the Regional Plan had said since adoption that growth would go to the north. Mr. Lloyd said that was his understanding as well. Commissioner Weber asked if he remembered concerns about growth going out to Winnemucca Ranch because it did not have water and sewer. Mr. Lloyd replied that had been a big concern of Washoe County when Winnemucca Ranch was going forward. Commissioner Weber agreed it was.

Commissioner Weber asked what could go on Neighborhood/Commercial properties and could it include a casino. Mr. Lloyd replied the list included a hotel, a convenience store, a supermarket, and office space; but not a casino. He stated the whole list of what could be located on the Neighborhood/Commercial properties could be found on the County's web site. Commissioner Weber said she would like to hear the list. Mr. Lloyd said a retail type development and most of the commercial uses found in Article 302, Table of Uses, could go on the commercial properties either by right or with a Special Use Permit (SUP). He said the list was several pages long. Commissioner Weber asked him to mention some of them. Mr. Lloyd stated the permitted uses included administrative offices, administrative services, grooming and pet stores, veterinary clinics, auto repair and cleaning, commercial centers with a SUP, school, indoor entertainment and indoor sports and recreation, financial services, attorney's office, undertaking facility, off-premise liquor sales, and medical services.

Commissioner Weber asked when the most recent version of the Spanish Springs Area Plan was adopted. Mr. Lloyd replied in 2004 in its current format. He noted there had been changes since then that were restricted to particular properties.

Commissioner Weber asked what live and work meant. Mr. Lloyd said he understood the concept meant you lived where you worked. He stated in an urban setting it typically meant living above where someone worked, but it was not restricted to that concept. He said typically it was where bicycle and pedestrian access was provided to promote biking and walking instead of having to use an automobile. Commissioner Weber asked if that had been part of this Plan for quite some time. Mr. Lloyd said it was promoted within the LUTE and there were certainly aspects of that within the Spanish Springs Area Plan. He stated the Applicant mentioned that several years ago discussion began with many different stakeholders and interest groups about the possibility of creating that type of potential in Spanish Springs by creating more of a downtown-center type of concept. He said there was not discussion about this level of density outside of that core area. He stated if he remembered correctly, the focus was on the Eagle Canyon area west of Pyramid Highway. Commissioner Weber felt the live-work concept was a great one, and having that concept in this area made sense to her. Mr. Lloyd said it absolutely made sense and, in the future, the stakeholders could come together to come up with a plan, rather than doing it piece-meal like this. He suggested the multiple stakeholders could come up with a plan to identify where the center and the live-work should be located, what densities were wanted, and what kinds of policies could be used to actually create what the vision was. He said that was the essence of planning, but what was being proposed tonight, with all due respect, was not good planning. He stated it was one property owner changing the vision without going through the process he just discussed. Commissioner Weber asked if that was his opinion. Mr. Lloyd believed that was probably the opinion of most of the people present, but it was his opinion.

Commissioner Weber asked where Mr. Lloyd lived. Mr. Lloyd replied he lived in the Spanish Springs area of Sparks. Commissioner Weber asked if he felt he should disclose that. Mr. Lloyd said when he made recommendations to approve a project, he was never asked where he lived. Commissioner Weber said the Commissioners typically had to disclose when they had conversations, and she wondered if Mr. Lloyd was going to disclose that.

Mr. Hansen protested from the audience that asking that question of Mr. Lloyd was inappropriate.

8:50 p.m. Chairman Humke declared a recess.

8:54 p.m. The Board reconvened with Commissioner Hartung absent.

Commissioner Jung asked if this was the first time staff indicated they could not make a finding due to overwhelming citizen opposition, because she never remembered it happening before and she asked where it came from. Mr. Lloyd said it came from staff making a finding that there would be an impact on the general welfare of

a community. He said the overwhelming desire of the community was a finding in that it should be the community to drive the vision and character of the community. He stated he had never had that finding before because there had never been a request by one project that would change the Character Statement of an Area Plan. He said this was new territory.

8:55 p.m. Commissioner Hartung returned.

Commissioner Jung said the Forest Area Plan did not have that finding and it had overwhelming citizen opposition. She asked if there was a reason why that was not included in the staff report's recommendations and findings. Mr. Lloyd stated he would have to look, but he knew there were multiple meetings and there was significant public input. He said hindsight was always 20-20 but, for the most part staff went through those policies and did their best to include the concerns and comments. He stated the comments that came from the community helped develop the policies in the Forest Area Plan.

Commissioner Jung asked Mr. Lloyd to elaborate on the finding that approval would adversely affect the health, safety, and welfare of the area. Mr. Lloyd said that was referring to the ability to provide services. He stated he was not sure planning had been done to determine whether or not the County would be able to provide adequate facilities. He said in terms of the general welfare, it went back to creating the desired pattern of development the community envisioned. He stated when the community was not part of that process, he felt something was missing.

Commissioner Jung said page 13 of the staff report showed no adverse agency comments were received. She asked when a planner's opinion and education superseded the expertise of the individual agencies led by the different elected bodies. Mr. Lloyd said if Commissioner Jung read his response to that finding, it primarily had to do with the general welfare, which came from the community because that was not their desired pattern of development. He felt that had an impact on the general welfare.

Chairman Humke asked what Mr. Gordon knew about water, because of the comments Mr. Galleron made about the depth of his well and its flow per minute. Mr. Gordon said the project would use municipal water. He said the Applicant had to purchase water rights and the water would flow through the Truckee Meadows Water Authority (TMWA). He advised since it was municipal water, there should be zero impact on any wells in the area. Chairman Humke asked if that meant the TMWA water would come from outside of Spanish Springs. Mr. Gordon believed that statement was accurate.

Chairman Humke asked if any County Water Resources, sewer, or RTC staff were present. There was no response. He asked why those people were not present. Mr. Lloyd said they were not invited. Chairman Humke noted some of them were County employees. Mr. Lloyd replied they were. Chairman Humke said he understood when they

were not County employees, it would be an invitation. Mr. Lloyd stated this hearing took a turn he did not expect.

Commissioner Hartung asked why those people were not here. Bill Whitney, Planning and Development Division Director, stated it was standard procedure to route an application to any agency that might have pertinent comments whether it was a SUP or a Master Plan Application. He said there were not a lot of comments from those agencies because this hearing was about the Spanish Springs Master Plan and the Character Statement.

Commissioner Hartung asked about the residential cap in Spanish Springs. Mr. Lloyd said it was a policy of the Spanish Springs Area Plan. He stated it restricted the total number of new residential units in terms of the allowed density. He believed the number was right around 1,800, and there was the ability to increase the density to get closer to that number. Commissioner Hartung asked if the 1,800 number was used, potentially that number could be hit at 200 acres if multi-family was made an allowed use. Mr. Lloyd said that was probably correct.

Commissioner Hartung asked if HDS was in the Spanish Springs Area Plan. Mr. Gordon said it was on page 3 of the Spanish Springs Area Plan, SS.1.3(d), which was grandfathered in 2004. He advised it was currently not an allowed use, but it was certainly not new to the area. Chairman Humke asked if he physically knew where the HDS was located. Mr. Lloyd replied it was in the south end of the Area Plan, close to Costco and was in the Sphere of Influence (SOI). Commissioner Hartung asked if this request was anywhere near the SOI. Mr. Lloyd replied it was probably 2.5 miles from the SOI.

Commissioner Hartung said the Applicant indicated it would be too difficult for other applicants to step in and do the same type of project because a Specific Plan was being used. He stated if only this project was allowed, would that mean spot zoning would occur. Mr. Lloyd said if somehow the change to the Area Plan was restricted to this project, he believed it would be. He stated that was why the change could not be limited to just this property, it had to be opened up to the entire Area Plan.

Commissioner Hartung asked what school the property was zoned for. Mr. Gordon said the Applicant was not prepared to discuss schools due to the WCSD not having any negative comments to the application, so the Applicant did not feel the schools would be relevant. He stated that said, the property was zoned for the Spanish Springs Elementary School, but the plan was to have the zoning go to Alice Taylor Elementary School. Commissioner Hartung asked if Mr. Gordon knew what the current enrollment at Spanish Springs was. Mr. Gordon said he did not have that information. Commissioner Hartung said it was 794 on a multi-track. He stated the only two schools in the WCSD that were on multi-track were Spanish Springs Elementary School and Brown Elementary School. He said there was no appetite whatsoever with the current administration to revert back to multi-track at Alice Taylor. Mr. Gordon said during the neighborhood workshops, schools came up. He stated the Applicant decided to get

creative and do their own due diligence as they did with every application. He said they were not saying anything today contrary to what the WCSD believed, because they had a chance to review the application and the WCSD had no negative comments on the Master Plan Amendment that included nine dwelling units per acre. He stated the WCSD had no problem with the Master Plan Amendment at this time.

Mr. Gordon stated he disagreed with the comment regarding the spot zoning. He said this was the eleventh printing of the Master Plan and it had been amended many times, including for applicants, and he discussed some of those amendments. He stated the Master Plan was a fluid document that was sometimes revised by staff and sometimes by applicant applications.

Commissioner Hartung noted the nearest bus route was 10.2 miles away on Barring Boulevard. Chairman Humke said this was the time for questions, and he asked if Commissioner Hartung had any more questions. Commissioner Hartung said he would acquiesce to another round.

Commissioner Weber asked if it was time for the Commissioners to comment on some of the public comment statements or did the Chairman prefer the Commissioners continue to ask questions. Chairman Humke said she could ask questions of the members of the public who gave statements, and the Board was still in the question and answer portion of the hearing. He said he had questions, Commissioner Hartung had questions, and he understood Commissioner Jung had questions. He stated the citizens wanted a full review of this project and the Board would give them a full review.

Commissioner Weber noted Mr. Gordon talked about there being 11 Master Plan amendments for the Spanish Springs area over the years. Mr. Lloyd said that sounded about right.

Chairman Humke asked if there was any spot zoning in the Forest Area Plan. Mr. Lloyd replied there was not. Chairman Humke asked how he justified a “no” statement. Mr. Lloyd said there had been no challenge that any spot zoning was created in that area.

Commissioner Jung said she understood that they should not be talking about the specific project, which she felt was where it was getting sideways with everybody here. She stated either Mr. Lloyd or the Applicant mentioned at the last public hearing that there were allegations of a three-story building. Mr. Lloyd said he would have to look at the Applicant’s design standards manual, and that answer might be better left to the Applicant. Mr. Gordon stated it was specifically mentioned in the Theiss letter that the Applicant committed to a maximum building height of 35 feet, which would only allow for two stories.

Commissioner Jung asked if this was a Transit-Oriented Development (TOD) Corridor. Mr. Lloyd replied it was not and the closest TOD was in Sparks on Prater Way and Fourth Street. Commissioner Jung said perhaps Highway 395 in the

North Valleys was a TOD. Mr. Lloyd said it depended on which way someone was looking.

Commissioner Hartung said he had a concern with the waste-water capacity. He stated unfortunately he did not believe the Board was looking at the overall taxation the Amendment to the Master Plan would create on the system, because the discussion was still about a project. He asked when this went to the agencies, did it go as a packet with the Master Plan Amendment with a project. Mr. Lloyd replied it did. He said there might have been some confusion with some people thinking it was just a specific land-use change. He stated he had conversations with multiple agencies on the matter and, for the most part, what he heard was they needed to see a better development plan to provide more information. He said all they had was an opportunity to review a request for nine dwelling units per acre on 40 acres because that was the most clear request in the packet.

Commissioner Hartung asked if Mr. Lloyd recalled the property being brought into the TMSA. Mr. Lloyd advised he was not part of team that reviewed that. Commissioner Hartung said he remembered it quite well because he served on the Spanish Springs Citizen Advisory Board (CAB) and they were not allowed to ask what potentially could even go on the property. He stated there was an admonition by staff that this was not a project, but was a request to bring it into the TMSA, so a project of any sort was never contemplated; it was just where development would occur. He said they could not even ask what style of development.

Paul Lipparelli, Legal Counsel, said he wanted to make a couple of observations, based on some of the things he heard during this hearing. He stated he wanted the Board to have those points in mind and to have the opportunity to probe them if the Board had questions.

Mr. Lipparelli believed earlier it was stated that if the Board wished to reverse the Planning Commission's decision, the amendment would have to be sent back to the Planning Commission for a report. He said he and Greg Salter, Deputy District Attorney, concurred that the mandate of Nevada Revised Statute (NRS) 278.220 was strange in its application to this set of facts, because there was not really a Master Plan coming forward that was adopted by the Planning Commission. Instead what the Board had was the failure of the Planning Commission to adopt a change to the Master Plan and an appeal by the Applicant due to that failure. He stated almost anything the Board did that was different from the Planning Commission's technical denial of the application would be a change to what the Planning Commission did. He said he and Mr. Salter felt that triggered paragraph 4, which said, "no change or addition to the Master Plan or any part thereof as adopted by the Planning Commission may be made by the governing body until the same proposed change or addition has been referred to the Planning Commission for a report." He stated that did not mean the Planning Commission trumped the County Commission's decision, but it did mean the Planning Commission did get to report on the changes this Board made to whatever came from the Planning Commission. He said since

what came from the Planning Commission was zero, if the County Commission went in the direction of approval, then that would have to go back to the Planning Commission.

Mr. Lipparelli said the second point was Section 110.820.30 of the Development Code, hearings on Master Plans, paragraph (c) stated, "If the Board of County Commissioners is considering an appeal from a denial of a Master Plan amendment request, it may use the record and any additional evidence relative to the application and may confirm or reverse the denial based upon its interpretation of the findings required and the evidence submitted." He advised the strange part was, "Final action to approve the amendment shall require a two-thirds (2/3) vote of the total membership of the Board," which would be four of the five Commissioners. He said he and Mr. Salter tried to interpret County Code in light of a Nevada Supreme Court case that decided in 2000 that county commissions could not impose a super majority requirement for themselves if there was no basis for it in statute. He advised there was no statute that said Master Plan decisions by county commissions had to be made by a two-thirds majority vote. He said he and Mr. Salter's advice was the two-thirds requirement of the Development Code might not be enforceable.

Mr. Lipparelli said the third point was the Board's Rules and Procedures required the Commissioners disclose on the record any ex parte communication and any relevant information about the matter prior to the vote. Chairman Humke asked if the Planning Commission's denial was a technical denial. Mr. Lipparelli said that was the District Attorney's term for it, which meant the application failed to get the two-thirds majority that State law imposed upon approvals of amendments to the Master Plan by the Planning Commission due to the 3-3 vote.

Commissioner Berkgigler said the appeal would go back to Planning Commission if the Board decided to pass the proposed changes, and what would happen if they cast the same split vote. Mr. Lipparelli stated the Statue only stated it had to go back to the Planning Commission for a report. He stated the Planning Commission would presumably report on what it thought about any changes the County Commission decided to make to what was done by the Planning Commission. He advised there was the additional step in the process of the Regional Planning Commission doing a conformance review to see if the proposal, if it were approved, comported with the Regional Plan. Chairman Humke asked if an amendment to the Master Plan or Area Plan triggered Regional Planning's scrutiny. Mr. Lipparelli replied it did. Chairman Humke asked if it went to Regional Planning automatically or did it have to be appealed. Mr. Lipparelli believed it was incumbent on the County to forward to Regional Planning any amendments to the Master Plan that were contemplated for their review to take place. Chairman Humke asked if the hearing by Regional Planning was discretionary. Mr. Lipparelli said it was the duty of the Regional Planning agency to conduct hearings within certain timeframes and to accomplish the conformance review process for amendments to the Master Plan for any of the jurisdictions.

Chairman Humke said hypothetically, if the appeal was approved by the County Commission, he understood it would go to the Planning Commission for a report

and then would it come back to the Commission or would it go straight to Regional Planning. Mr. Lipparelli believed there was nothing that prevented those processes from overlapping. Chairman Humke said he believed the affect of what Mr. Lipparelli said was it need not come back to the County Commission. Mr. Lipparelli stated he did not say that and the Statute did not provide much guidance, which was in part why the County, in its Development Code, tried to lay out a process for what should happen. He said what the Statue said was, “refer to the Planning Commission for a report thereon and an attested copy of the report has been filed with the governing body. Failure of the Planning Commission to report within 40 days or such longer period as may be designated by the governing body, after such reference, shall be deemed to be approval of the proposed change or addition,” which was found in Statue 278.220(4).”

Commissioner Berkgigler asked what “report” meant. Mr. Lipparelli replied it would be a report back to the County Commission, and the report could agree, disagree, or say nothing at all. He said after the period specified by the County, if they did nothing, it would be deemed to be acquiescence of the Planning Commission in the decision of the County Commission.

Commissioner Berkgigler stated assuming the Board approved the amendment to the Master Plan, there would be many more steps to be taken before any changes would actually happen to the Master Plan. Mr. Lipparelli advised there were several significant steps that had to happen. He said if the Applicant was successful in getting approval for the Master Plan change, then they would have to go through the zoning process to conform the zoning to the Master Plan or, in this instance, what was being proposed was Specific Plan zoning. He said it would include the Plan document, the handbook, any other specific items, and approvals of abandonments, boundary-line adjustments, SUP’s, and a range of other potential approvals depending on what was proposed. He stated as staff pointed out, this was not a project-specific application, but was an application to amend the Master Plan, which would apply without regard to what would ultimately be submitted for consideration.

Commissioner Berkgigler noted a Master Plan impacted an entire community, but a zoning change did not. Mr. Lipparelli said he generally agreed with that assessment. He advised the Master Plan decisions were the highest level planning decisions made. NRS 278.150 described Master Plans as, “comprehensive long-term general plans for physical development,” and Washoe County’s Master Plan consisted of statements, maps, matrices, and all sorts of indications of what the Board found to be the general long-term plan for physical development. He explained zoning was more closely related to individual parcels. He stated there were categories of zoning, and parcels within a certain area could have different zoning. He said planning experts could discuss the wisdom of having a smattering of zones within an area, but generally the zoning schemes should follow the dictates of the Master Plan and should further the goals of the Master Plan. He stated zoning was changed by adopting ordinances to change the zoning charts and the other components of what were typically considered to be zoning.

Commissioner Hartung said he was under the impression, if this matter was approved tonight, it would go back to the Planning Commission, come back to the Board, and then go to the Regional Planning Commission. He stated if the RPGB wanted to, it could hear it also. Mr. Salter replied the RPGB could take up a Regional Planning Commission decision on appeal to the RPGB.

Mr. Lipparelli said NRS 278.0282 provided, “before the adoption of any amendment of a Master Plan, Facilities Plan, or other similar plan, each governing body and any other affected entity shall submit the proposed plan or amendment to the Regional Planning Commission, which shall review the plan or amendment at one or more public hearings held within 60 days after receipt of the plan or amendment; and determine whether the proposed plan or amendment conforms with the Regional Plan.” He said why that was noteworthy was the Nevada Supreme Court decided a case involving the City of Reno and Cold Springs, where it upheld the City of Reno’s imposition of a condition of approval on an Master Plan amendment that the amendment was conditioned upon approval by Regional.

Chairman Humke asked based on the legal advice provided and the two full rounds of questioning, if the Board engaged in sufficient activity to make a valid record on this matter. Mr. Lipparelli felt the Board of County Commissioners conducted a full and robust hearing of the issues, gave people an opportunity for input, and the Chairman indulged the questions of his colleagues with generosity. He stated it was the Board’s job to consider the appeal and any additional evidence relative to the application, and confirm or reverse the denial based on the Board’s interpretation of the findings required and the evidence submitted. He noted the staff report contained a number of findings that the Board could apply or apply in reverse if it found certain facts existed. He recommended the motion should be based on the findings the Board would cite during the motion.

Commissioner Weber asked if Mr. Lloyd was aware of a policy in the Regional Plan allowing multi-family housing types on a case-by-case basis in the County. Mr. Lloyd replied he was not aware of any restrictions on multi-family in the County, and as far as he knew the policy still existed.

Commissioner Weber asked if the density in the Village at the Peak had been anticipated, because there as a whole town center visioning plan for Spanish Springs in 2007 where apparently density was planned for. Mr. Lloyd said it had been awhile, but he believed those meetings never got beyond the stakeholder group meetings, and never reached the level of a public hearing. He knew density was discussed during those meetings at a higher level than what it was currently. Commissioner Weber asked if he believed members of the public were involved during the town center visioning plan. Mr. Lloyd said if memory served, it was primarily the development community and the large property owners, but there might have been a few representatives from the public at those meetings.

Commissioner Hartung said as a Board, the Commissioners talked about being pro-growth. He stated he lived in Spanish Springs in the same house for 26 years and those who lived there a long time had always been very amenable to growth, but they always knew they wanted to maintain a suburban style of living. He stated the east side of Pyramid Highway was always thought of as being one acre or larger parcels and the west side was thought of as having a minimum of one-third acre parcels, with some being larger. He said all manner of growth was looked at for Spanish Springs but, after living there for 26 years and having dealt with the infrastructure, it was never contemplated Spanish Springs would have an urban style of living. He asked what would happen when an urban style of living occurred and the people living there decided they no longer wanted horses as an allowed use in Spanish Springs. He asked if the Board would agree. He said the Board was elected, nay charged, to be good long-term stewards of the County's resources, and that mantra had been thumped as a Board. He stated those resources included infrastructure and services. He said this style of growth was never contemplated in Spanish Springs.

Commissioner Hartung said he had been involved in his community easily for over 20 years. He stated he watched the Spanish Springs Elementary School, the Shaw Middle School, and the Spanish Springs High School being built. He said he served on the Boards that approved what was now known as the SaveMart Center and a 55 bed hospital. He stated he also watched the BIA build Eagle Canyon. He said he watched the Valley grow, and he was a participant in that growth. He stated the Board should think carefully before amending the Master Plan to allow this style of growth. He said to say that people had not been pro-growth in Spanish Springs and somehow this one project would save us was disingenuous. He said Mr. House was a great builder, but it was not about the product he built, but was about the amendment to the Master Plan. He said Mr. Gordon and Mr. Krmptic had been very effective in making sure the conversation was about the Applicant's project, which he understood, but this was not about the project. He said to make multi-family an allowed use should be thought about very carefully, and the Board should make sure they were being good stewards. He said if the Board was not willing to take staff's recommendations on these things, why have staff. He stated if someone hired an attorney, they took his opinion.

Commissioner Weber thanked the public for coming out many times and it was good they had been present to represent their opinions. She said she was not able to keep up with the e-mails and comments, but she tried. She stated she had all of their e-mails and hoped to get back to everyone. She disclosed she received campaign contributions from Mr. House, Mr. Gordon, and Mr. Krmptic over the years. However, she said they had the same opportunity to talk with her as any other person did. She stated she recently requested an opportunity to speak with Mr. Gordon about what was in the staff report. She said at a meeting about a month and a half ago, many people shared their concerns with her.

Commissioner Berkbigler disclosed she met with Mr. Krmptic and Mr. Gordon regarding this project as recently as a month ago to ask them questions about things in the staff report and about concerns she had. She noted she received numerous

phone calls and letters from other interested parties, and she diligently reviewed them all. She also disclosed she received campaign support from Mr. House, Mr. Gordon, Mr. Krmpotic, and from people in the audience. She said what she told everyone who supported her during her campaign was she would do what she felt was best for the community and its growth.

Commissioner Jung disclosed she talked with Mr. Gordon and Mr. Krmpotic well before the first of the year regarding this project. She said she did some pretty extensive fact finding to get to the bottom of what the project would be and what the Applicant was asking for.

Commissioner Hartung disclosed he met with Mr. Gordon, Mr. House, Mr. Krmpotic, and talked with numerous people in the community prior to being formally sworn in. He stated his contribution and expense reports would reveal Mr. House was a generous donor to his campaign, as was Lewis and Roca, and Mr. Krmpotic.

Chairman Humke disclosed he received lots of e-mails and some letters, and he read them all even though he had not responded to all of them. He stated the contributions made to his campaign were part of the public record. He said he talked with Mr. House, Mr. Gordon and Mr. Krmpotic about the project. He also disclosed he served as the Legislative Liaison. He said Mr. Gordon was a lobbyist at the Legislature and had said a word or two about this project during several meetings. He further disclosed he voted against regional planning when he served in the Legislature, which he took great pride in, because the SOI was scheduled annexation by the cities.

Commissioner Weber said she had been out to the subject property and drove by it regularly, so she was quite familiar with the area. She stated she appreciated the resident's lifestyle, and she got that the residents moved out there for that lifestyle.

Commissioner Hartung reiterated this it was not about a project, but was about an amendment to the Master Plan. He wished there was some way to wrap his arms around the project and separate it from the amendment, but unfortunately he could not. He wished all of the property owners could join hands to create some type of equestrian-styled master planned community that would fit the long-term vision of Spanish Springs.

Commissioner Hartung made a motion to deny MPA12-001, the Village at the Peak appeal. Chairman Humke ruled the motion died due to the lack of a second.

Mr. Lipparelli said the County's Development Code 110.820.30 provided that if the Board was considering a denial of an appeal of a Master Plan amendment, the Board could use the record and any additional evidence relevant to the application and could confirm or reverse the denial based on its interpretation of findings required and the evidence submitted. He suggested any motion be based on the findings. He said page 9 of the staff report contained an analysis of the findings compared to what the Planning Commission decided and to the assertions made by the Applicant in filing the appeal. He

stated that was the framework for making findings, but the Board could modify the findings to suit what was gathered from the hearings.

Commissioner Weber read the following motion, which was in Attachment 2 of the staff report: Based on information in the staff report on this matter and information received at the public hearing, I move to make the following findings, overturn the decision of the Planning Commission and approve the Master Plan Amendment requested in case number MPA12-001 (Village at the Peak) of the Spanish Springs Area Plan, being a part of the Washoe County Master Plan. The Master Plan Amendment request involves re-designation of a ±39.83 acre parcel from a mix of Industrial (I), Commercial (C) and Open Space (OS) to Suburban Residential (SR) on the Master Plan Land Use Map. The amendment request also includes a change to the Character Statement in the Spanish Springs Area Plan to change the residential density limitations in the suburban core such that the new language of the Character Statement would state: "This suburban core includes a broad mix of non-residential uses together with single-family residential densities of up to three dwelling units per acre and Specific Plan as defined herein." Additionally, the request includes an amendment to Policy SS.1.3 (d) of the Spanish Springs Area Plan to add "Specific Plan (for multi-family densities up to nine dwelling units per acre)" to the list of regulatory zones.

The amendments are to be referred to the Planning Commission for a report and may be reconsidered upon receipt of the report.

In approving the appeal, this Commission finds as follows in accordance with Washoe County Development Code Section 110.820.15, policy SS.17.1 (a), (b) & (c) and Policy SS.17.2 (a) thru (i) of the Spanish Springs Area Plan.

1. The proposed amendments are in substantial compliance with the policies and action programs of the Master Plan.
2. The proposed amendments will provide for land uses which are compatible with (existing or planned) adjacent land uses, and would not adversely impact the public health, safety or welfare.
3. The proposed amendments respond to changed conditions or further studies that have occurred since the plan was adopted by the Board of County Commissioners, and the requested amendment represents a more desirable utilization of land.
4. The proposed amendments promote the desired pattern for the orderly physical growth of the County and guides the development of the County based on the projected population growth with the least amount of natural resource impairment and the efficient expenditure of funds for public services.

Findings of Policy SS.17.1(a), (b) & (c) of Spanish Springs Area Plan:

- a. The amendments further implement and preserve the Vision and Character Statement.
- b. The amendments conform to all applicable policies of the Spanish Springs Area Plan and the Washoe County Master Plan.
- c. The amendments will not conflict with the public's health, safety or welfare.

Findings of Policy SS.17.2(a) thru (i) of Spanish Springs Area Plan:

- a. A feasibility study has been conducted, commissioned and paid for by the applicant, relative to municipal water, sewer and storm water that clearly identifies the improvements likely to be required to support the intensification, and those improvements have been determined to be in substantial compliance with all applicable existing facilities and resource plans for Spanish Springs by the Department of Water Resources. The Department of Water Resources will establish and maintain the standards and methodologies for these feasibility studies.
- b. A traffic analysis has been conducted that clearly identifies the impact to the adopted level of service within the [unincorporated] Spanish Springs Hydrographic Basin and the improvements likely to be required to maintain/achieve the adopted level of service. This finding may be waived by the Department of Public Works for projects that are determined to have minimal impacts. The Department of Public Works may request any information it deems necessary to make this determination.
- c. For commercial and industrial land use intensifications, the overall percentage of commercial and industrial regulatory zone acreage will not exceed 9.86 percent of the Suburban Character Management Area.
- d. For residential land use intensifications, the potential increase in residential units will not exceed Washoe County's policy growth level for the Spanish Springs Area Plan, as established in Policy SS.1.2.
- e. If the proposed intensification will result in a drop below the established policy level of service for transportation (as established by the Regional Transportation Commission and Washoe County) within the Spanish Springs Hydrographic Basin, the necessary improvements required to maintain the established level of service are scheduled in either the Washoe County Capital Improvements Program or Regional Transportation Improvement Program within three years of approval of the intensification. For impacts to regional roads, this finding may be waived by the Washoe County Planning Commission upon written request from the Regional Transportation Commission.

- f. If roadways impacted by the proposed intensification are currently operating below adopted levels of service, the intensification will not require infrastructure improvements beyond those articulated in Washoe County and Regional Transportation plans AND the necessary improvements are scheduled in either the Washoe County Capital Improvements Program or Regional Transportation Improvement Program within three years of approval of the intensification.
- g. Washoe County will work to ensure that the long range plans of facilities providers for transportation, water resources, schools and parks reflect the policy growth level established in Policy SS.1.2.
- h. If the proposed intensification results in existing facilities exceeding design capacity and compromises the Washoe County School District's ability to implement the neighborhood school philosophy for elementary facilities, then there must be a current capital improvement plan or rezoning plan in place that would enable the District to absorb the additional enrollment. This finding may be waived by the Washoe County Planning Commission upon request of the Washoe County Board of Trustees.
- i. Any existing development in the Spanish Springs planning area, the Sun Valley planning area, the Warm Springs planning area, or the City of Sparks, which is subject to the conditions of a special use permit will not experience undue hardship in the ability to continue to comply with the conditions of the special use permit or otherwise to continue operation of its permitted activities.

Commissioner Berkbigler seconded the motion.

Chairman Humke requested Counsel to make his inquiry regarding what this material was based on. Mr. Lipparelli said the motion made reference to the evidence presented at the hearing tonight. He advised there was case law supporting the idea that Master Plan considerations were legislative decisions and, as such, the Commissioners were permitted to use their legislative discretion in making their findings and casting their votes, which would include a Commissioners own personal familiarity with the conditions that existed in the world. He said site visits, conversations outside the hearings, and such were appropriate matters to be used in making a legislative decision like changing a Master Plan.

Chairman Humke asked if it was necessary for the mover and seconder to agree on any other material that was referenced in the motion. Mr. Lipparelli advised in his judgment, nothing else was necessary.

Commissioner Weber said she hoped the community would still participate.

10:08 p.m. Someone yelled shame on you, and Chairman Humke asked that the gentleman be escorted out of the meeting and gave those citizens who wanted to leave time to clear the chambers.

Commissioner Weber said she made the motion because she believed it was the right thing to do. She stated she was aware there were people who did not appreciate the motion, but she asked them, if the motion passed, to work with the developer and with the Commissioner whose district this project was in. She said in the past issues occurred in her district that she did not support, but the rest of the Commissioner did; and the approval ended turning out to be a better situation for the community because of the ability to work with the community. She said for those people still in the audience, she appreciated their being present and for their comments. She reiterated she made the motion because she sincerely believed it was the right thing to do.

Chairman Humke apologized to Mr. Lloyd because he believed he made some inappropriate remarks to him in response to Mr. Lloyd's statements, whether or not he believed Mr. Lloyd crossed the line into advocacy. He stated he did not care where Mr. Lloyd lived. He complemented the citizens of Spanish Springs because the vast majority of the public comments presented good reasoning to support the speaker's position. He said several citizens suggested the Board could not disagree with staff because they were hired to give advice, but he said the citizens should check his record. He stated he agreed with staff a majority of the time, but he was not bound to agree with them.

Chairman Humke stated there had been reference to the Forest Area Plan, which was a bad Area Plan that passed. He said you had to live to fight another day and see if a better job could be done the next time. He stated there were a lot of steps left, so this was not over. He said he was trying to place out of his mind that someone made catcalls and suggested the Commissioners were corrupt. He hoped Mr. Hansen was still a friend, because he was a good Assemblyman and was someone he respected.

Commissioner Berkbigler apologized to Mr. Lloyd for being short with him, because there was never a case for rudeness. She stated in the short time she had been on the Commission, some things happened that she did not agree with; but she believed she remained gracious because that was the process. She said she knew when she ran for office she would make some people unhappy. She stated the next time these gentlemen came before the Board she might make them unhappy, but that was the way this worked. She said she did not get offended because of comments made, and she truly hoped the citizens in Spanish Springs would continue to work with the developer so this whole thing would work out in the best manner for Spanish Springs.

Commissioner Hartung said making bad decisions was a little like lying because, the more bad decisions that someone made, the easier it became to make them. He stated he did not think this was a good decision, and he believed there would be a time when the Commissioners regretted making it because they did not look at all of the extenuating factors, such as the waste-water capacity, the schools, the fire service, and all of the things that would affect the entire community. He said it was very difficult to think about how this change would affect his community and how he would respond to them as their elected leader, so he apologized to the community.

Chairman Humke stated it was pointed out numerous times that staff was not present from the Department of Water Resources, the RTC, the sewer department, and the Washoe County School District; but the Washoe County School District was never present on these planning issues. He said he should not be upbraided because he did not listen to the School District.

Commissioner Weber apologized to Mr. Lloyd for asking the question about where he lived because she had not meant to put him in a bad position. She felt the question was important when she asked it. She stated she did not believe she was making a bad decision and she felt it was the right decision.

On the call for the question, the vote was 4-1 in the affirmative with Commissioner Hartung opposed.

13-466 AGENDA ITEM 34 – 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 three minutes per person. Comments are to be made to the Commission as a whole.”

There was no response to the call for public comment.

* * * * * * * * * * *

10:19 p.m. There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, the meeting was adjourned.

DAVID HUMKE, Chairman
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Jan Frazzetta, Deputy County Clerk*

RESOLUTION

TO AUGMENT THE BUDGET OF THE WASHOE COUNTY BUILDING AND SAFETY ENTERPRISE FUND

WHEREAS, in January 2013 an employee of the Building and Safety Enterprise fund retired; and

WHEREAS, the employee received a payout for the accrued vacation and sick leave; and

WHEREAS, the unanticipated retirement payouts was not budgeted for in fiscal year 2013; and

WHEREAS, the Building and Safety Enterprise Fund had the cash to pay the separation costs for the employee but not the budget authority:

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Washoe, State of Nevada:

Section 1. That the budget of the Washoe County Building and Safety Enterprise Fund be adjusted as follows:

Building and Safety Enterprise Fund

	<u>Source of Funds</u>	
Net Assets	Un-appropriated net assets	\$29,150
	<u>Increase Expenses</u>	
600051-701413	Vacation & Sick Payoff	\$29,150

13-4/28

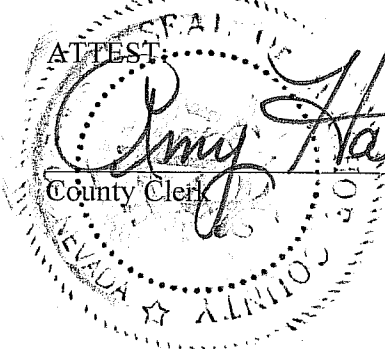
Section 2. This Resolution shall be effective on passage and approval.

Section 3. The County Clerk is hereby directed to distribute copies of the Resolution to the Comptroller's Office and the Budget Division of the Finance Department.

Adopted this 28th day of May, 2013.

[Signature]
Chairman, Washoe County
Board of County Commissioners

ATTEST:
[Signature]
County Clerk



RESOLUTION NO. _____

A RESOLUTION DIRECTING THE COUNTY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; RATIFYING ALL ACTIONS PREVIOUSLY TAKEN; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Board of Commissioners (the "Board") of the County of Washoe (the "County"), State of Nevada, pursuant to different ordinances heretofore duly passed and adopted, created County improvement districts as more particularly described at Exhibit A attached hereto and incorporated herein (the "Districts"), and ordered the acquisition of improvements within said Districts, and determined to defray a portion of the entire cost and expense of such improvements by special assessments, according to benefits, against the benefited lots, tracts and parcels of land ("properties") in the respective Districts; and

WHEREAS, the Board has by their respective ordinances levied assessments against the properties; and

WHEREAS, the Board has directed and hereby reaffirm their direction to the County Treasurer to collect and enforce the assessments in the Districts in the manner provided by Nevada's Consolidated Local Improvements Law, NRS Chapter 271; and

WHEREAS, the assessment installments on certain properties in the Districts are delinquent, as identified in Exhibit A attached hereto ("delinquent properties"), and remain delinquent after delivery by certified mail, return receipt requested, of a ten day delinquency notice to each delinquent property owner; and

WHEREAS, the Board desires that the County Treasurer proceed with a notice of the sale of the delinquent properties as provided in NRS 271.545 and sell the delinquent properties pursuant to NRS 271.540 to NRS 271.630.

13-432

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WASHOE, STATE OF NEVADA AS FOLLOWS:

1. The Board hereby exercises its option to cause the either the delinquent installment or the whole amount of the unpaid principal of the assessments on the delinquent properties to become due and payable as provided in NRS 271.410.

2. The Board hereby ratifies all action previously taken by the County Treasurer and directs the County Treasurer to give notice of the sale of the delinquent properties and to sell the delinquent properties pursuant to NRS 271.540 to NRS 271.630. **The sale shall take place at 10:00 a.m. on July 23, 2013, in the Washoe County Central Conference Room, 1001 E 9th St Building C, Reno Nevada**, which the Board hereby finds a convenient location within the County.

3. If some irregularity or circumstance arises before the sale of any delinquent property such that in the opinion of the Washoe County Treasurer the public interest would best be served by withdrawing such a delinquent property from sale, the Washoe County Treasurer is hereby expressly authorized to make such a withdrawal. The Treasurer shall report to the Board in writing concerning his decision to make such a withdrawal and shall state the reasons for the decision.

4. The County Treasurer shall give the notice as provided in NRS 271.545, by publication in the Reno Gazette Journal, a newspaper of general circulation in the County, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the day of sale. It shall not be necessary that the notice be published on the same day of the week, but not less that 14 days shall intervene between the first publication and the last publication. Such service by publication shall be verified by the affidavit of the publisher and filed with the County Treasurer. The County Treasurer or his designee shall also give written notice of sale by mailing a copy of such notice, by first-class mail, postage prepaid, at least 20 days prior to the day of sale, to the last known owner or owners of all properties subject to sale or other designated person at his or

her last-known address or addresses; and to any person or governmental entity that appeared in the records of the County to have a lien or other interest in the delinquent property. Proof of such mailing shall be made by the affidavit of the County Treasurer or his designee and such proof shall be filed with the County Treasurer. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the County Treasurer until all special assessments and special assessment bonds issued (if such special assessment bonds have been or are hereafter issued) shall have been paid in full, both principal and interest, until any period of redemption has expired or property sold for an assessment, or until any claim is barred by an appropriate statute of limitations, whichever occurs last.

5. The officers of the County are hereby authorized to take all action necessary to effectuate the provisions of this Resolution.

6. The resolution is effective on passage and approval.

ADOPTED this 28th Day of May 2013, by the following vote:

AYES: Weber, Jung, Berkbigler, Hartong

NAYS: _____

ABSENT: Humke

ABSTAIN: _____



[Signature]
Chairman
Washoe County Commission

EXHIBIT A

Delinquent Parcels – by Assessment District - as of 05/08/2013

WCAD #23 Arrowcreek Water — **District 2**
4 parcels

152-020-00 (Assessment billed under one parcel and includes the following)

152-021-03

152-021-06

152-390-02

152-390-03

152-443-22

152-582-07

152-611-07

152-850-06

152-880-01

152-142-19

152-462-23

152-623-05

WCAD #32 Spanish Springs Valley Ranch Rd Imp — **District 4 & 5**
12 parcels

076-361-24

076-371-57

076-371-60

076-381-02

076-381-03

076-381-04

076-381-05

076-381-06

076-381-07

076-391-29

076-690-93

534-562-03

WCAD #37 Spanish Springs Sewer Phase 1A—**District 4**
4 parcels

089-274-01

089-344-17

089-351-03

089-363-11

Total Parcels 20

RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC TRAILHEAD AND TRAIL CORRIDOR
WITHIN THE RIDGES AT HUNTER CREEK SUBDIVISION

TRACT MAP NO. 4833, DOCUMENT NO. 3592599, RECORDED ON NOVEMBER 8, 2007 AS SHOWN ON THE OFFICIAL PLAT OF "THE RIDGES AT HUNTER CREEK PHASE 1"; CURRENTLY APN 041-661-13 TOTALING APPROXIMATELY .569 ACRES IDENTIFIED AS DEDICATED OPEN SPACE PARCEL B.

WHEREAS, It is a function of Washoe County, through its Community Services Department, to provide public recreation opportunities including access to regional trail corridors for non-motorized uses; and

WHEREAS, Certain real property was identified for use as a non-motorized trail corridor and was subsequently offered for dedication by Tract map No. 4833, Document No. 3592599, recorded on November 8, 2007; and

WHEREAS, Said offer of dedication was rejected by Washoe County, as the property offered was still needed by the developer for possible utility easements to support The Ridges at Hunter Creek Subdivision; and

WHEREAS, NRS 278.390 provides that if at the time a final map is approved but the associated trail corridor is rejected, the offer of dedication shall be deemed to remain open and the governing body may by resolution at any later date, and without further action by the subdivider, rescind its action and accept and open the trail corridor for public use; and

13-434

WHEREAS, Said trail corridor is no longer needed for the development and is available for the County's use, described as Dedicated Open Space B in Tract Map 4833, Recorded on November 8, 2007, Document No. 3592599; and

WHEREAS, Said trail corridor is important for public access to Washoe County's Michael D. Thompson Trailhead, the Humboldt-Toiyabe National Forest, and to a regional trail system cooperatively managed by Washoe County and the United States Forest Service for public recreation opportunities; and

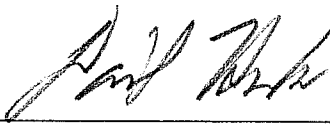
WHEREAS, The Board of County Commissioners find that it is in the best interest of the public to accept said trail corridor; now, therefore, be it

RESOLVED, By the Washoe County Board of Commissioners, pursuant to NRS 278.390, that the parcel currently APN 041-661-13 shown on Tract Map 4833, consisting of approximately .569 acres, is hereby accepted, and the Community Services Department is directed to open the corridor for public recreational use; and

BE IT FURTHER RESOLVED, and hereby ordered, that the Community Services Department shall record this resolution in the Office of the Washoe County Recorder.

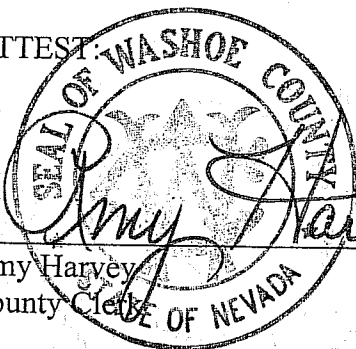

ADOPTED this 28th Day of May, 2013

By:



David Humke, Chairman

ATTEST:

Amy Harvey
County Clerk

United States Forest Service
HUMBOLDT-TOIYABE NATIONAL FOREST

OFFERED FOR DEDICATION
APN 041-661-13
Approximately .569 acres

Washoe County's
MICHAEL D. THOMPSON TRAILHEAD



**Proposed Real Property Dedication
THE RIDGES AT HUNTER CREEK**

COOPERATIVE AGREEMENT

This Agreement, made and entered into the _____ day of _____, 2013, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and Washoe County, acting by and through its Community Services Department, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority"; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreement in accordance with NRS 277.080 to 277.110; and

WHEREAS, the purpose of this Agreement is to develop a Corridor Management Plan for the Washoe Valley Scenic Byway as per attached federally approved application; and

WHEREAS, the Transportation Equity Act for the 21ST Century (SAFETEA LU) provides funding for all modes of transportation through its Enhancement Funding provisions, under which this PROJECT is eligible for eighty percent (80%) federal funds and twenty percent (20%) LOCAL MATCH funds; and

WHEREAS, the services of the development of the Washoe Valley Scenic Byway Corridor Management Plan will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the PROJECT has been approved for Federal Scenic Byway funds, C.F.D.A. (Code of Federal Domestic Assistance) Number 20.205; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - COUNTY AGREES

1. To provide the DEPARTMENT a Corridor Management Plan for the Washoe Valley Scenic Byway, and as further set forth within the COUNTY's application, attached hereto and incorporated herein as Attachment "A", hereinafter called the PROJECT.

13-438

2. To bill the DEPARTMENT for direct PROJECT costs with auditable support documentation to the DEPARTMENT quarterly as work progresses on the PROJECT. Support documentation must be auditable and conform to the DEPARTMENT's and the Federal Highway Administration's guidelines. Total reimbursement shall not exceed the total programmed, less the match, as established in Article II, Paragraph I. All invoices shall be forwarded to the DEPARTMENT's Scenic Byway Coordinator for processing.

3. To be responsible for the twenty percent (20%) match on each submitted invoice that is eligible for Scenic Byway Funds.

4. To invite the DEPARTMENT's Scenic Byway Coordinator to project meetings including field reviews, review meetings and stakeholder meetings.

5. During the performance of this Agreement, the COUNTY, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations: The COUNTY shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 C.F.R. Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The COUNTY, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin, or low income status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The COUNTY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the COUNTY for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the COUNTY of the COUNTY's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin, or low income status.

d. Information and Reports: The COUNTY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the COUNTY's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the COUNTY under the Agreement until the COUNTY complies, and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT or the FHWA.

g. Incorporation of Provisions: The COUNTY will include the provisions of Paragraphs (a) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event the COUNTY becomes involved in, or is threatened with litigation by a subcontractor or supplier as a result of such direction, the COUNTY may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT and the COUNTY may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE II - DEPARTMENT AGREES

1. To fund eighty percent (80%) of the PROJECT with Scenic Byway funds, estimated to be and not to exceed Thirty-Three Thousand Three Hundred Twenty and No/100 Dollars (\$33,320.00). The total project cost is Forty-Three Thousand Two Hundred Sixty-Seven and No/100 Dollars (\$43,267.00) of which Thirty-Three Thousand Three Hundred Twenty and No/100 Dollars (\$33,320.00) will be reimbursed, and Nine Thousand Nine Hundred Forty-Seven and No/100 Dollars (\$9,947.00) is local match.

2. To reimburse the COUNTY quarterly upon receipt of invoice with direct costs with auditable support documentation. Total reimbursement shall not exceed the total programmed amount, less the match, as established in Article II, Paragraph I.

3. Once funding is programmed, to authorize the COUNTY to proceed with the PROJECT through a written "Notice to Proceed." Any costs prior to the issuance of the Notice to Proceed are not eligible for reimbursement.

4. To establish and maintain a budget for the SR-431 Mt. Rose Corridor Management Plan PROJECT. This budget will be maintained by the Transportation Multimodal Planning Division of the DEPARTMENT, and all invoices shall be submitted to the Transportation Multimodal Planning Division for approval and reimbursement.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including the 30th day of November, 2014.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. In the event that the COUNTY performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the COUNTY shall forfeit any and all right to payment for such work.

4. The COUNTY, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the COUNTY's provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

5. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The COUNTY shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including but not limited representations relating to the extension of the Agreement's expiration date.

6. Paragraphs 2 through 6 of this Article III-It is Mutually Agreed, shall survive the termination and expiration of this Agreement.

7. The Parties shall not proceed with said work until a copy of this fully executed, signed by all individuals on the signatory lines below (hereinafter the "Final Execution Date"), Agreement is received. If either Party does commence said work prior to receiving copy of this fully executed Agreement or prior to the Final Execution Date, that Party shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the Parties shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the Final Execution Date and/or Notice to Proceed. In the event either Party violates the provisions of this Section, that Party waives any and all claims and damages against the other Party, its employees, agents and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity.

8. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual

consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

9. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail 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 below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
Attn.: Jennifer Cooper
Nevada Department of Transportation
Transportation Multimodal Planning Division
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7123
Fax: (775) 888-7105
E-mail: jcooper@dot.state.nv.us

FOR COUNTY: Dave Solaro, Acting Director
Attn: Cheryl Surface
Washoe County Community Services Department
P.O. Box 11130
Reno NV 89520
Phone: (775) 823-6512
Fax: (775) 829-8014
E-mail: csurface@washoecounty.us

10. The COUNTY will ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive property of the COUNTY and the DEPARTMENT. The COUNTY will ensure any consultant will not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of the COUNTY and the DEPARTMENT. The COUNTY shall not utilize (and shall ensure any consultant will not utilize) any materials, information or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The COUNTY (and any consultant) shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the permission of the DEPARTMENT.

11. Neither party shall be deemed to be in violation of this Agreement 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 limitations, 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 Agreement after the intervening cause ceases.

12. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

13. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

14. Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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.

15. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

16. This Agreement 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 exclusive jurisdiction of the Second Judicial District Court of the State of Nevada, in and for Washoe County for enforcement of this Agreement.

17. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

19. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and

present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

21. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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.

22. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

24. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

25. 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 confidential by law or a common law balancing of interests.

26. 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 to be kept confidential by this Agreement.

27. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

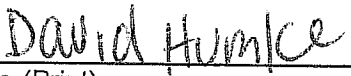
28. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WASHOE COUNTY, acting by and through its
COMMUNITY SERVICES DEPARTMENT



David Humke, Chairman
Board of County Commissioners



Name (Print)

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

AMENDMENT #1 TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its

State Gaming Control Board
P O Box 8003, 1919 College PKWY
Carson City, NV 89702-8003
Telephone: 775-684-7714
FAX: 775-684-7723

and

Washoe County
Acting By and Through its
Washoe County Sheriff's Office
Forensic Science Division
911 Parr Blvd.
Reno, Nevada 89512
Telephone: 775-328-2800
FAX: 775-328-2831

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract, dated June 29, 2011 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

- A. This is an amendment to the original contract, which continues to provide ongoing forensic science services to the Gaming Control Board's Enforcement Division. This amendment extends the termination date from June 30, 2013, to June 30, 2014, increases the annual fee, increases the maximum amount from \$4,238 to \$5,800 due to the extended term, and amends the scope of work to reflect current offered services Attachment A to the original contract shall be replaced and superseded in its entirety with Attachment AA attached hereto and incorporated herein by reference.

13-442

Current Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective July 1, 2011, to June 30, 2013, unless sooner terminated by either party as set forth in this Contract.

7. **CONSIDERATION.** WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$ 869.00 for each fiscal year, plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoice(s), not exceeding \$4,238.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Amended Contract Language:

3. CONTRACT TERM. This Contract shall be effective July 1, 2011, to June 30, 2014, unless sooner terminated by either party as set forth in this Contract.

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$ 1,500.00 for each fiscal year, plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoice(s), not exceeding \$5,800.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

State Gaming Control Board
Public Agency #1

Public Agency #1 Signature

Date

Chief Administration Division
Title

Washoe County
Public Agency #2

Public Agency #2 Signature

Date

Chairman
Title

Signature-Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____

(Date)

Deputy Attorney General for Attorney General? State of Nevada

On _____

(Date)

**ATTACHMENT AA
SCOPE OF WORK**

Exhibit AA

Services Provided Under the Forensic Science Division Contract (No Crime Scene/Photo Laboratory Services Included)

Forensic services within the existing capabilities of the laboratory will include the following:

Arson (Ignitable liquids)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - When multiple substances likely to contain a schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

Shoeprint and Tire Track Comparison

Firearms/Toolmark Examinations

- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect comparison

Primary Examination

- Presumptive and Confirmatory Stain Characterization
 - Semen (presence of sperm cells)
 - Seminal fluid (absence of sperm cells)
 - Saliva
 - Blood including Human Blood
- Determination of human vs animal hair and suitability of hair for DNA testing

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$250.00 per hour

Forensic services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on clandestine manufacture of drugs. This inability is limited to drug analysis not crime scene response.

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

The following services can be offered on a fee for service basis:

Crime Scene Investigation

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

Photo Laboratory services can be provided per the following fee schedule:

- \$25.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

This scope of work does not include Toxicology services. Toxicology will continue to be billed on a per test basis. If you have any questions regarding Toxicology services, contact the Forensic Science Division.

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

State Gaming Control Board
P O Box 8003, 1919 College PKWY
Carson City, NV 89702-8003
Telephone: 775-684-7714
FAX: 775-684--7723

and

Washoe County Acting By and
Through its Washoe County
Sheriff's Office Forensic Science
Division
911 Parr Blvd.
Reno, Nevada 89512
Telephone: 775-328-2800
FAX: 775-328-2831

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 of WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION hereinafter set forth are both necessary to STATE GAMING CONTROL BOARD and in the best interests of the State of Nevada;

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

- I. 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. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
- 3. CONTRACT TERM. This Contract shall be effective July 1, 2011, to June 30, 2013, unless sooner terminated by either party as set forth in this Contract.
- 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 30 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 federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

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:
ATTACHMENT A: SCOPE OF WORK
7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$ 869.00 for each fiscal year, plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoice(s), not exceeding \$4,238.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a 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.
9. INSPECTION & AUDIT.
- 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 State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
 - Inspection & 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 State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
 - Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of 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.
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. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.
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. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
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.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. 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.

15. 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.

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

17. 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.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law 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.

19. 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.

20. 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.

21. 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 services set forth in paragraph (6).

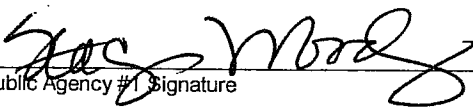
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. 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 the Office of the Attorney General.

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

State Gaming Control Board

Public Agency #1


Public Agency #1 Signature

6.23.11

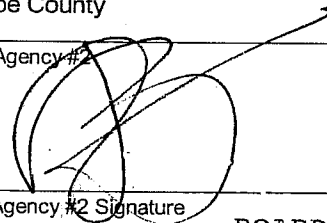
Date

CHIEF, ADMINISTRATION

Title

Washoe County

Public Agency #2


Public Agency #2 Signature

5/24/11

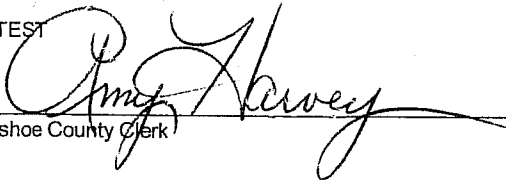
Date

Title

BOARD OF COMMISSIONERS

CHAIRMAN

ATTEST

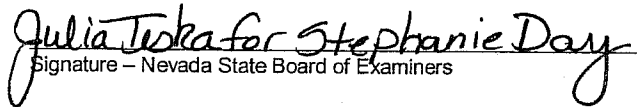

Washoe County Clerk

5.24.11

Date

Title

Washoe County Clerk


Signature - Nevada State Board of Examiners

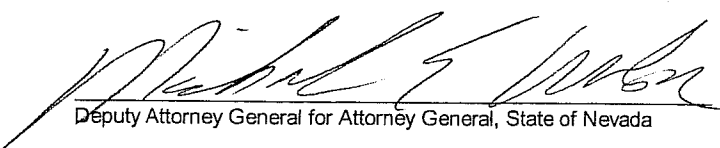
APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On

6/29/11

(Date)


Deputy Attorney General for Attorney General, State of Nevada

On

6/23/11

(Date)

Exhibit B

Services Provided Under the Forensic Science Division Contract (No Crime Scene/Photo Laboratory Services Included)

Forensic services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

Shoeprint and Tire Track Comparison

Firearms/Toolmark Examinations

- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect comparison

Primary Examination

- Presumptive and Confirmatory Stain Characterization
 - Semen (presence of sperm cells)
 - Seminal fluid (absence of sperm cells)
 - Saliva
 - Blood including Human Blood
- Determination of human vs animal hair and suitability of hair for DNA testing

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$300.00 per sample

Forensic services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on clandestine manufacture of drugs. This inability is limited to drug analysis not crime scene response.

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

The following services can be offered on a fee for service basis:

Crime Scene Investigation

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

Photo Laboratory services can be provided per the following fee schedule:

- \$25.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

This scope of work does not include Toxicology services. Toxicology will continue to be billed on a per test basis. If you have any questions regarding Toxicology services, contact the Forensic Science Division.

**INTERLOCAL AGREEMENT-RAVEN FIRE TRAINING. MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO", the Truckee Meadows Fire Protection District, 1001 E. 9th St., Reno, NV 89520, hereinafter "TMFPD," and the North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, NV 89451, hereinafter the "NLTFPD." TMFPD, and NLTFPD, may be collectively referred to as the "Fire Districts." The parties to this agreement also may be referred to as "participating agency" or "participating agencies."

WHEREAS, each of the parties are public agencies and political subdivisions of the State of Nevada; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the WCSO owns and operates an HH1-H helicopter on which a water tank for fire suppression can be affixed, as well as two OH-58 helicopters which aircraft are suitable for use for aerial observation purposes; and

WHEREAS, the Fire Districts are responsible for wildland fire monitoring and suppression within their respective areas of unincorporated Washoe County; and

WHEREAS, aerial fire monitoring and suppression instituted by the Fire Districts can be done more cost-effectively using the aerial resources of the WCSO; and

WHEREAS, the parties desire that the WCSO respond for the purposes of aerial wildland fire monitoring and suppression for the Fire Districts, which response shall include such mutual training exercises as the parties to this Agreement shall agree are necessary to provide the level of service and margin of safety appropriate for such purposes; and

WHEREAS, the Fire Districts' respective lands all pose fire dangers at times and, therefore, the Fire Districts agree to participate in portions of the administration and costs of the duties and obligations to the WCSO as set forth in this Agreement;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2014.

2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

13-944

terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party(ies) only if the defaulting party(ies) fail to cure the default within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

3. **AGREEMENT AS TO PERSONNEL AND EQUIPMENT
AND OPERATING PROTOCOLS AND PROCEDURES:**

A. Aircraft and Equipment:

1. The WCSO shall provide, when requested, the FIRE DISTRICTS a helicopter, and possibly other aircraft, if made available by WCSO, (hereinafter collectively referred to as "helicopter") for the use of FIRE DISTRICTS for monitoring and fire suppression purposes during fire season. For purposes of this Agreement, "fire season" shall be defined as commencing as of April 1 and ending as of October 31 during the applicable calendar year. Except as specifically or otherwise provided in this Agreement, the duties and obligations of FIRE DISTRICTS and WCSO in regard to said Aircraft and Equipment only apply during the fire season as so defined. WCSO as owner of helicopter shall maintain the helicopter to standards applicable to the allowed uses established by this Agreement, including standards referenced herein, and assure its availability to the Fire Districts during the Fire Season.

2. The helicopter provided shall be configured as follows:

a. A Type 2 helicopter, which aircraft shall be configured to meet ICS 420-1 minimum standards for a Type 2 helicopter, including but not limited to:

- 10 seats, including pilot;
- 2,500 pound card weight capacity; and
- 300 gallons of water capacity.

b. Include a fixed water tank capable of two (2) drops per sortie and equipped with a self-filling snorkel device.

3. The helicopter and any other aircraft provided pursuant to this Agreement shall be equipped, maintained and operated under all applicable Federal Aviation Agency (FAA) regulations.

4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service, hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."

5. The WCSO shall provide pilots for any helicopter and all other aircraft provided pursuant to the terms of this Agreement and shall be responsibly to assure that such

pilots have proper training and adequate supervision to accomplish the allowed uses established by this Agreement.

6. All pilots provided by the WCSO shall have current commercial licenses. For firefighting missions that involve federal lands, the pilots shall also have current permits and approvals (carding) from USFS and BLM for firefighting missions.

7. The WCSO shall notify FIRE DISTRICTS of the schedule for inspections of any of the helicopter, including other aircraft made available, as provided by the WCSO to the FIRE DISTRICTS during the term of this Agreement and allow each FIRE DISTRICTS representative to attend the card review procedures. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

8. The WCSO shall also supply necessary supporting equipment for the helicopter, including but not limited to, an approved fuel-servicing vehicle sufficient to sustain eight (8) hours of helicopter flight under firefighting conditions. The fuel-servicing vehicle shall be inspected by the FIRE DISTRICTS and WCSO shall comply with all fire, vehicle and other applicable codes related thereto. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

9. Any helicopter supplied pursuant to this Agreement shall be operated in accordance with the "Interagency Helicopter Operations Guide" (IHOG).

10. The FIRE DISTRICT that requests use of Helicopter shall provide a helicopter manager, either a FIRE DISTRICT employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement. If the requesting FIRE DISTRICT is unable to provide a helicopter manager, the WCSO shall provide one. The cost for the Helicopter Manager, if provided by WCSO, shall be borne by FIRE DISTRICT.

B. Operations

1. The FIRE DISTRICTS shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. If no FIRE DISTRICT helicopter manager is available for response, the WCSO shall provide the helicopter manager. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although the FIRE DISTRICTS may select a helicopter manager based on its own selection criteria, the FIRE DISTRICTS will consult with the WCSO regarding the selection.

2. The helicopters subject to this Agreement will be based at the Reno-Stead Airport. The FIRE DISTRICTS may, at its option designate alternate bases for

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

temporary operation. The FIRE DISTRICTS shall be responsible for the cost of flight time to and from the alternate base so designated.

3. The FIRE DISTRICTS may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by the FIRE DISTRICTS of the WCSO personnel and equipment designated in this Agreement pursuant to those agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes outside of Washoe County may not be undertaken without the prior approval by the WCSO Assistant Sheriff of Operations- or a higher member of the WCSO Command Staff-which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.

4. In the event that a WCSO helicopter is not available for a response to a FIRE DISTRICTS' request for a fire monitoring or suppression mission due to being utilized by a another agency for fire monitoring or suppression, it will be the responsibility of the FIRE DISTRICTS and the Incident Commander of the fire in which the helicopter is already working, to determine which fire should receive priority for air support.

5. Further operational and related details concerning the parties' performance under this Agreement in regard to said Aircraft and Equipment are set forth in the parties' Aviation Fire Suppression Program Operational Plan 2010 ("Operating Plan") executed contemporaneously herewith. The terms and conditions of this Agreement shall govern and resolve any conflicts between the Operating Plan and this Agreement.

C Availability As follows:

1. During the Fire Season, and during the duration of this Agreement the helicopter shall be available:

a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under the FIRE DISTRICTS' responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from the FIRE DISTRICTS requesting such equipment's dispatch.

b. Standby Time: The helicopter will be available four (4) days per week, ten hours (10) per day. The duty hours will be coordinated with the FIRE DISTRICTS to maximize coverage for the critical burn hours. Sunset will

be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The "designated days" of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by the FIRE DISTRICTS requesting such dispatch. For "Red Flag" days that fall outside of a designated four (4) day work week, the WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.

- c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO's designated work week hours. This recall status will be available for an additional cost. For the purposes of this Agreement, "recall" shall mean the pilot is being recalled from an off-duty status and will respond to the hangar. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.
 - d. Time Schedules: The FIRE DISTRICTS and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.
2. The WCSO shall provide immediate notification to the FIRE DISTRICTS' Chief of Operations of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.
 3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.
 4. The WCSO may, at its sole discretion, when so requested by the FIRE DISTRICTS, make an additional helicopter (OH-58) available to the FIRE DISTRICTS for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. The FIRE DISTRICTS may, at their discretion, request such additional aircraft on a call-when-needed basis when the FIRE DISTRICTS' incident commanders request additional firefighting resources. The FIRE DISTRICTS shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.
 5. When the FIRE DISTRICTS request the availability of an observation helicopter and it is made available by the WCSO, the FIRE DISTRICTS acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by the USFS or the BJM and therefore its costs do not qualify for reimbursement by FEMA.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

6. Except as provided in Section 3 of this Agreement, in the event that other agencies request the use of the WCSO'S aircraft, the use of those aircraft shall be governed by the terms of use established by the WCSO with those agencies.

D. Training

1. All pilots assigned to aircraft under this Agreement shall be trained in the policies, frequency plans and special safety issues of the FIRE DISTRICTS and Federal firefighting aviation assets. This knowledge may, in the alternative, be gained by attending NDF/USFS/BLM Aviation safety meetings, pre-season inter-agency operations meetings and other such opportunities. The FIRE DISTRICTS shall make such opportunities available to the WCSO's pilots at no charge, cost or fees for such attendance and participation.

2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at no additional charge, cost or fee for such training other than assessment of the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by the FIRE DISTRICTS of such personnel and equipment.

3. The WCSO'S Aviation Unit manager or his designee and all pilots (based upon availability) assigned to aircraft under this Agreement shall attend a FIRE DISTRICTS' approved pre-season workshop.

4. The WCSO shall make its helicopters reasonably available, at the agreed hourly flight rate, for firefighting coordination training of flying crews and helicopter managers.

E Communications:

1. A morning report shall be transmitted to the on-duty Battalion Chiefs for the FIRE DISTRICTS as well as the Incline, Reno Fire and Minden Dispatch centers within 30 minutes of commencement of daily operations.

2. This report shall include:

- Status of RAVEN 3 (HH-1H, Huey)
- Response posture, immediate or stand-by
- Pilot name
- Special status changes; i.e., location if not Reno-Stead Airport
- Other available helicopters
- Name of Helicopter Manager

3. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

- Location and name of incident (Latitude and Longitude if available)
- Command radio frequency
- ICS ground contact
- Call-up frequency if different from command frequency
- Air-to-air frequency if other aircraft are operating

4. At the FIRE DISTRICTS' request, the WCSO personnel who participate in a response will attend any FIRE DISTRICTS' meetings to discuss the response to the incident subject to said attendance occurring during such personnel's regular duties days and hours.

F. Funding and Reimbursement:

1. As and for advance funding for the availability during a fire season of designated WCSO equipment and personnel at times constituting the WCSO's designated work week and hours, the FIRE DISTRICTS will provide advance funding to the WCSO as follows:

- a. The TMFPD shall provide to the WCSO \$65,000 within 30 days of acceptance by all parties to this Agreement.
- b. The NLTFPD shall provide to the WCSO \$10,000 within 30 days of acceptance by all parties to this Agreement.

The purpose of the advance funding by each of the FIRE DISTRICTS is to ensure the ability of each district to request a WCSO helicopter for wildland fire monitoring and/or suppression pursuant to the terms of this Agreement. The advance funding shall be utilized at the discretion of the WCSO in its sole and absolute discretion.

2. Reimbursement for Flight Time: The FIRE DISTRICTS do not guarantee a maximum or minimum number of flight hours that may be utilized for training and the monitoring and suppression of wildland fires during the term of this Agreement, such usage being subject to the nature and extent of such incident during the term of this Agreement. When the aircraft of the WCSO covered by this Agreement are operating at the request of a FIRE DISTRICT, that FIRE DISTRICT is solely responsible to reimburse the WCSO as follows:

- \$1,190 per flight hour for the HH-1H Huey helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

- \$525 per flight hour for the OH-58 helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

3. Personnel Surcharges: Anytime a WCSO pilot is operating on behalf of a FIRE DISTRICT, or is requested by the FIRE DISTRICTS to be available for an immediate response or to be on standby, outside of the WCSO designated work week hours, the FIRE DISTRICT'S shall pay a surcharge.

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by the requesting FIRE DISTRICT. The Requesting FIRE DISTRICT shall pay \$100 per hour of this surcharge. The remaining quarter shall be paid by the Washoe County Fire Suppression Budget. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- b. When WCSO personnel operate aircraft at the request of a FIRE DISTRICT, then that FIRE DISTRICT is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When any one or more of the FIRE DISTRICTS request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e. "immediate availability" not desired but rather on "standby" with a pager, e.g.), the FIRE DISTRICTS shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically 1/4 hour pay per hour of "stand-by time." The FIRE DISTRICTS must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. The FIRE DISTRICTS shall each pay 1/2 of this surcharge. The remaining quarter is to be paid by the Washoe County Fire Suppression Budget. When said pilot is then requested for immediate availability, or requested to operate aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.
- d. The FIRE DISTRICTS may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.
- e. If a fuel truck is requested by a FIRE DISTRICT to respond to a fire, the requesting FIRE DISTRICT is solely responsible for and shall pay \$37 per

INTERLOCAL AGREEMENT - RAYEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

hour (\$55 per hour on a holiday) for the driver. The requesting FIRE DISTRICT shall pay-in addition- \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to the FIRE DISTRICTS in which the fuel truck is requested, the rates in this paragraph apply and shall be equally shared by the FIRE DISTRICTS participating in the training. These rates include fuel.

- f. If the requesting FIRE DISTRICT is unable to provide a helicopter manager and WCSO provides one, the requesting FIRE DISTRICT shall pay \$37 per hour (\$55 on a holiday) for the helicopter manager.
- g. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in accordance with this Agreement. A copy of any backup documentation will be provided to the FIRE DISTRICTS when requested of the WCSO Finance Liaison Officer.
- h. The FIRE DISTRICTS shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

4. **ADMINISTRATION:** The FIRE DISTRICTS' Chiefs and the Washoe County Sheriff shall be responsible for the administration of this Agreement. Each party to this Agreement represents to the other that it has sufficient resources and/or other agreements to perform the covenants, terms and conditions set-forth hereunder. The terms of this Agreement may be modified only by written agreement of the parties hereto.

5. **EMPLOYMENT STATUS:** The WCSO and the FIRE DISTRICTS individually shall, during the entire term of this Agreement, be construed to be independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the WCSO shall be responsible for management of and costs associated with the WCSO employees, and the FIRE DISTRICTS shall be responsible for management of and the costs associated with the FIRE DISTRICTS' employees.

6. **ENTIRE AGREEMENT & SEVERABILITY:** This Agreement contains all of the commitments and agreements of the parties. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. In the event any one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered

INTERLOCAL AGREEMENT -RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

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.

8. INSPECTION & AUDIT.

A. *Books and Records.* Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, 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 & 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 Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. *Period of Retention.* All books, records, reports, and statements relevant to this Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. 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.

9. LIABILITY OF PARTICIPATING AGENCIES

A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each participating agency agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful act or omissions of the participating agency, its officers, employees and agents arising out of the performance of this Agreement. Each agency may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

INTERLOCAL AGREEMENT -RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

B. Each participating agency shall be responsible for, and the other agencies shall have no obligations with respect to the following:

1. Withholding income taxes, FICA or any other taxes or fees
2. Industrial insurance
3. Participation in any group insurance plans available to employees
4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
5. Accumulation of vacation leave or sick leave
6. Unemployment compensation coverage provided by the participating agencies

C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

D. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless for damage, or from liability for damages, resulting from the use of another agencies' equipment or vehicle while acting in official capacity in furtherance of this agreement. This excludes liability for damages arising from mechanical or other defects with the equipment or vehicles, for which the owning agency shall be responsible. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

10. WORKERS' COMPENSATION. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

11. GOVERNING LAW; JURISDICTION. This Agreement 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 Second Judicial District Court of the State of Nevada for interpretation and enforcement of this Agreement.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT


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

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

**BOARD OF FIRE COMMISSIONERS
FOR THE TRUCKEEMEADOWS
PROTECTION DISTRICT**

**COUNTY OF WASHOE
BOARD OF COUNTY COMMISSIONERS**

BY: _____
David Humke, Chairman

BY:  _____
David Humke, Chairman

DATE:

DATE:

ATTEST:

ATTEST:

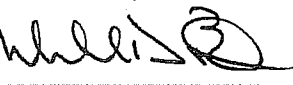
Chief Deputy Clerk

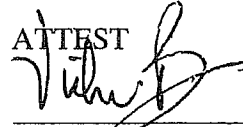


County Clerk

**Fire Chief
FOR THE NORTH LAKE TAHOE
FIRE PROTECTION DISTRICT**

DATE: 01 May 2013

BY: 

ATTEST


Administrative Clerk

RESOLUTION

WHEREAS, The Washoe County Commission is restructuring the Citizen Advisory Board program to allow changes by resolution in the total number of advisory boards, changes in membership and geographic representation areas; and

WHEREAS, The Citizen Advisory Boards were formed by the Board of County Commissioners to represent the citizens of Washoe County pursuant to NRS 244.1945 and Washoe County Code Section 5.425 to study and give counsel on public issues, but are not responsible for the actual preparation of policies or programs; and

WHEREAS, The County Commissioners desire to create a new Citizen Advisory Board program comprised of nine boards that encompass various geographic areas within the five Commission Districts; for which the purpose will be primarily to communicate ideas and concerns of local citizens to the County Commissioners; and

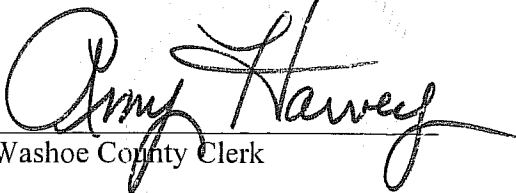
WHEREAS, Washoe County Code Section 5.435 provides that the Washoe County Commission may, by resolution, dissolve a Citizen Advisory Board; and


WHEREAS, The Washoe County Commission finds that the purpose for which the 15 existing Citizen Advisory Boards were established may be expended and are no longer required as they currently stand due to the creation of the new boards; now, therefore, be it

RESOLVED, by the Washoe County Board of Commissioners that the following Citizen Advisory Boards are dissolved effective the date this resolution is adopted: Central (originally formed August 22, 2006); East Truckee Canyon (originally formed September 12, 1989 and re-formed May 11, 2004); East Washoe Valley (re-established July 1, 1996); Galena-Steamboat (formed July 22, 1997); Gerlach/Empire (formed December 9, 1980); Incline Village/Crystal Bay (formed March 17, 1975); North Valleys (formed July 13, 1982); Southeast Truckee Meadows (formed August 12, 1997); Southwest Truckee Meadows (formed September 14, 1982); Spanish Springs (formed October 11, 1983 and amended June 25, 1991); Sun Valley (formed October 28, 1980); Verdi Township (formed May 19, 1981); Warm Springs (formed August 14, 1990); West Truckee Meadows (formed May 22, 1990); and West Washoe Valley (formed May 28, 1996).

ADOPTED this ^{23rd}₂₈ day of ~~April~~_{may}, 2013.

ATTEST:


Washoe County Clerk


David Humke, Chairman
Washoe County Commission

13-445

RESOLUTION

WHEREAS, The Washoe County Commission is dedicated to improving citizen involvement in Washoe County; and,

WHEREAS, Citizens in Washoe County Commission District 1 have expressed desire to continue a formal organization through which they can regularly communicate their concerns and views to the Washoe County Board of Commissioners; and

WHEREAS, Washoe County Commissioners wish to obtain information and advice on the concerns of citizens within District 1 on a regular basis; now therefore be it

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the Incline Village/Crystal Bay Citizen Advisory Board be established under Sections 5.425 to 5.435 inclusive, of the Washoe County Code; and be it further

RESOLVED, That the Citizen Advisory Boards purpose shall be to provide a forum for residents' concerns and to provide on-going two-way communication between the residents and the Commission; and be it further

RESOLVED, That the Incline Village/Crystal Bay Citizen Advisory Board may provide advice on any matter within the Board of County Commissioners' jurisdiction such as land use, zoning, services, budget, taxes and other matters affecting the lives, health, property or well-being of the residents; and be it further

RESOLVED, That the Incline Village/Crystal Bay Citizen Advisory Boards geographical area of responsibility shall include the area within Washoe County District 1 Commission District within the Lake Tahoe hydrobasin as specifically defined on attached map; and be it further

RESOLVED, That the membership of the Incline Village/Crystal Bay Citizen Advisory Board shall consist of one member representing the Crystal Bay area, one member representing the Incline Village General Improvement District, three at-large members, one Incline Village General Improvement District alternate position, and one at-large alternate position appointed by the Washoe County Commissioner for District 1; and that the at-large members and at-large alternate will be appointed to the extent reasonably possible with consideration given to equable geographical representation within the Citizen Advisory Board area; and be it further

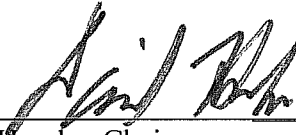
RESOLVED, That in addition to applications from individuals as described under Sections 5.425 to 5.435, inclusive, of the Washoe County Code, membership nominations may be made by homeowner associations, other neighborhood-based organizations and community groups; and be it further

RESOLVED, That the initial terms of office shall officially begin the date the District 1 County Commissioner appoint the members, but shall thereafter run from July 1 through June 30 of the appropriate years; and be it further

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada that the Incline Village/Crystal Bay Citizen Advisory Board shall be established July 1, 2013.

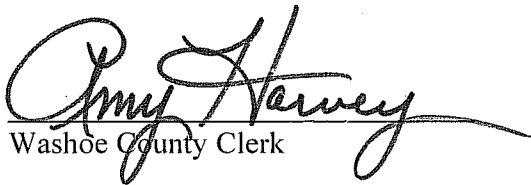
ADOPTED this 23th day of April, 2013.

28th May

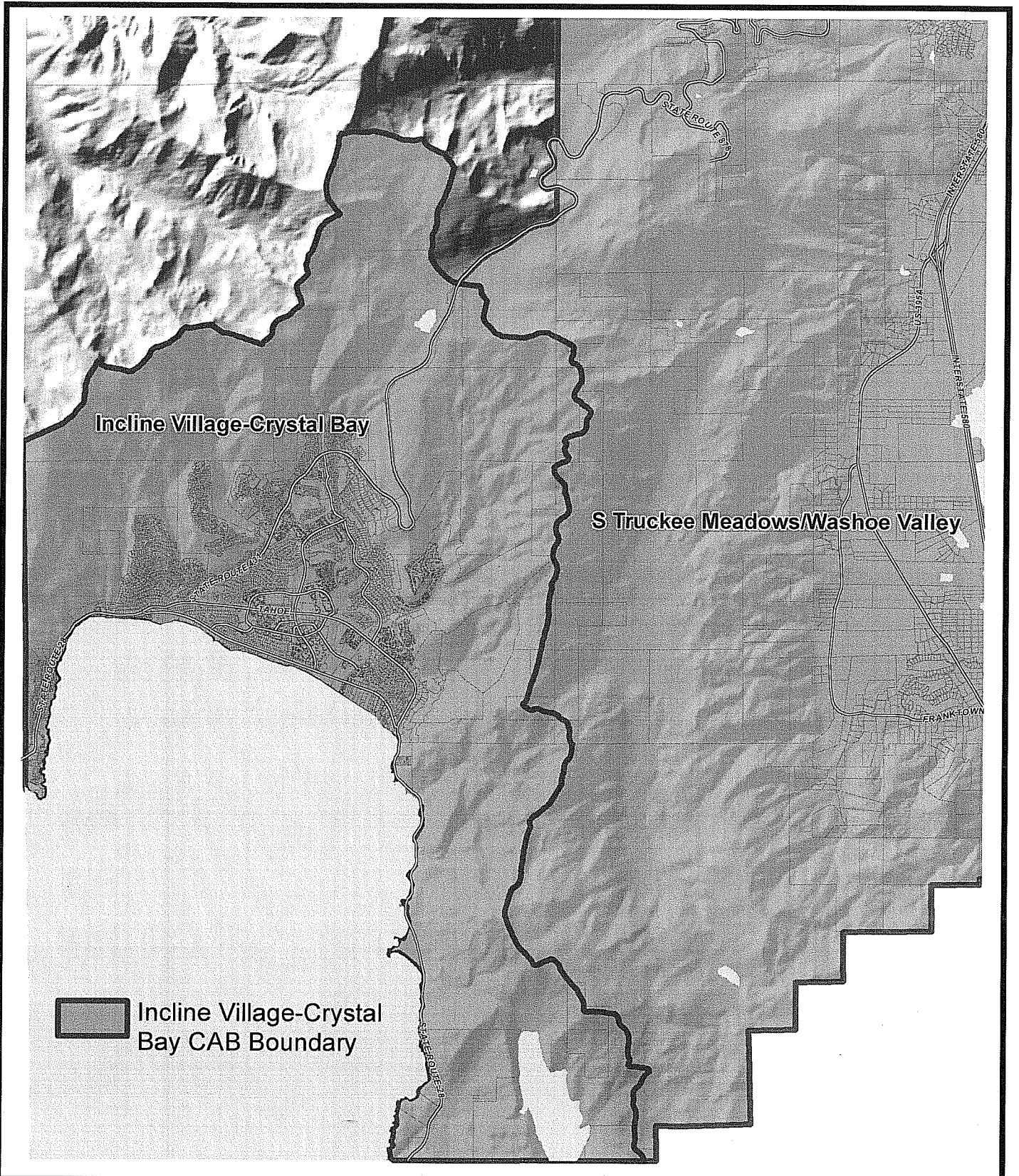


David Humke, Chairman
Washoe County Commission

ATTEST:

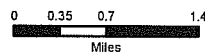
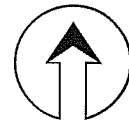


Washoe County Clerk



WASHOE COUNTY CITIZEN ADVISORY BOARDS
INCLINE VILLAGE-CRYSTAL BAY

- Roads (Major)
- Water Bodies
- Dry Lake or Playa



Community Services
 Department

WASHOE COUNTY
 NEVADA

Post Office Box 11130
 Reno, Nevada 89520 (775) 328-3600

Date: May, 2013

RESOLUTION

WHEREAS, The Washoe County Commission is dedicated to improving citizen involvement in Washoe County; and,

WHEREAS, Citizens in Washoe County Commission District 1 have expressed desire to continue a formal organization through which they can regularly communicate their concerns and views to the Washoe County Board of Commissioners; and

WHEREAS, Washoe County Commissioners wish to obtain information and advice on the concerns of citizens within District 1 on a regular basis; now therefore be it

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the West Truckee Meadows Citizen Advisory Board be established under Sections 5.425 to 5.435 inclusive, of the Washoe County Code; and be it further

RESOLVED, That the Citizen Advisory Boards purpose shall be to provide a forum for residents' concerns and to provide on-going two-way communication between the residents and the Commission; and be it further

RESOLVED, That the West Truckee Meadows Citizen Advisory Board may provide advice on any matter within the Board of County Commissioners' jurisdiction such as land use, zoning, services, budget, taxes and other matters affecting the lives, health, property or well-being of the residents; and be it further

RESOLVED, That the West Truckee Meadows Citizen Advisory Boards geographical area of responsibility shall include portions of the area within Washoe County District 1 Commission District outside of the Lake Tahoe hydrobasin as more specifically defined on the attached map; and be it further

RESOLVED, That the membership of the West Truckee Meadows Citizen Advisory Board will consist of five at-large members, and two at-large alternate positions appointed by the Washoe County Commissioner for District 1; and that the at-large members and at-large alternates will be appointed to the extent reasonably possible with consideration given to equable geographical representation within the Citizen Advisory Board area; and be it further

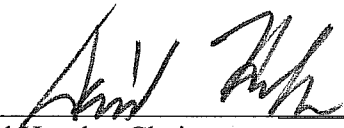
RESOLVED, That in addition to applications from individuals as described under Sections 5.425 to 5.435, inclusive, of the Washoe County Code, membership nominations may be made by homeowner associations, other neighborhood-based organizations and community groups; and be it further

RESOLVED, That the initial terms of office shall officially begin the date the District 1 County Commissioner appoint the members, but shall thereafter run from July 1 through June 30 of the appropriate years; and be it further

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the West Truckee Meadows Citizen Advisory Board shall be established July 1, 2013.

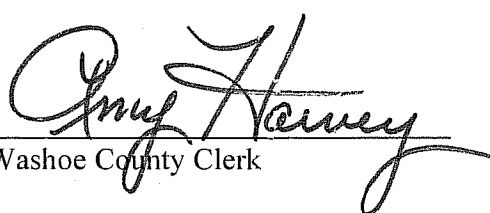
ADOPTED this 23rd day of April, 2013.

28th May



David Humke, Chairman
Washoe County Commission

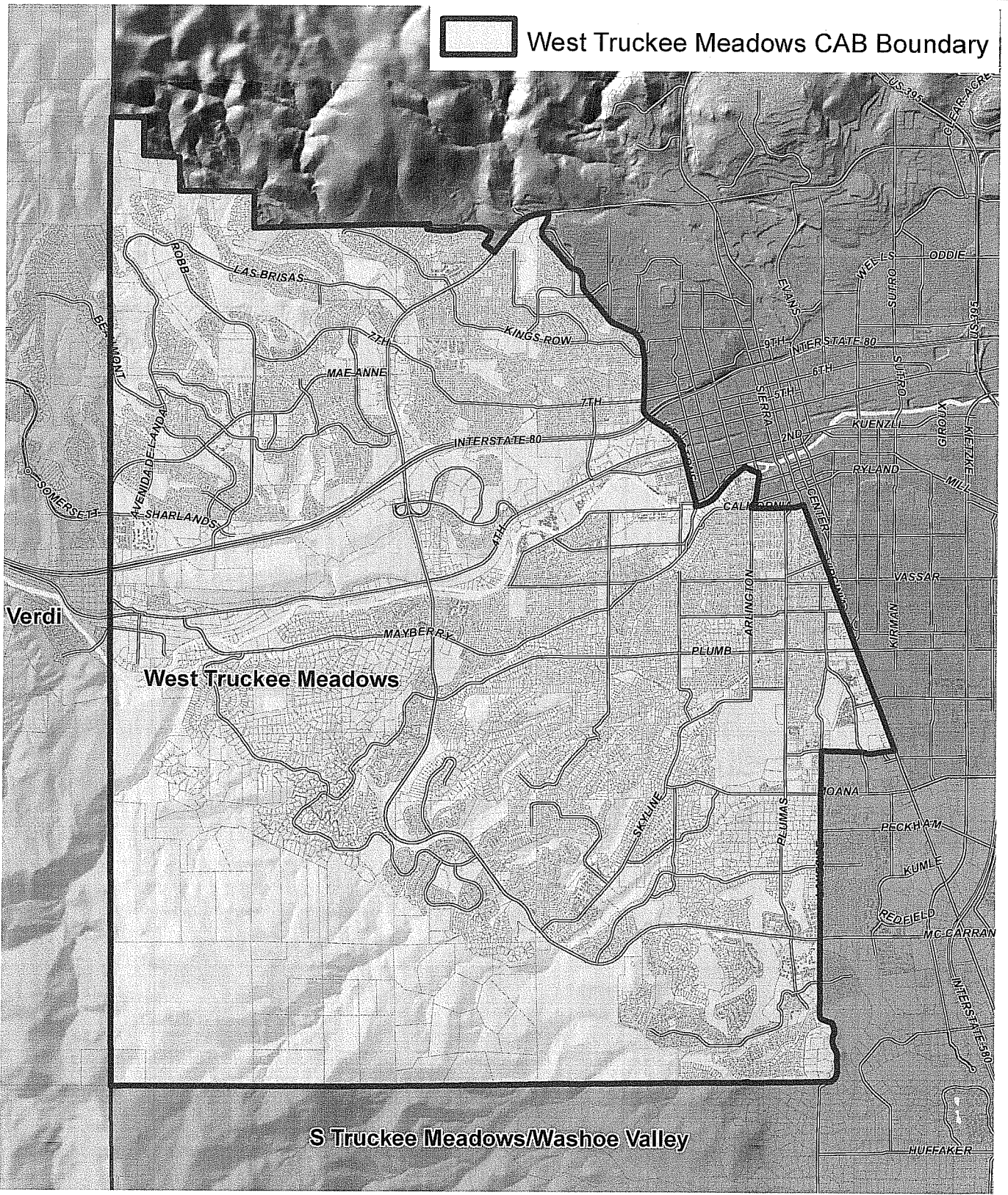
ATTEST:






Washoe County Clerk

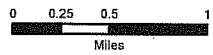
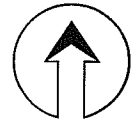


West Truckee Meadows CAB Boundary



WASHOE COUNTY CITIZEN ADVISORY BOARDS
WEST TRUCKEE MEADOWS

-  Roads (Major)
-  Water Bodies
-  Dry Lake or Playa



Community Services
Department

WASHOE COUNTY
NEVADA

Post Office Box 11130
Reno, Nevada 89520 (775) 328-3600

Date: May, 2013

RESOLUTION

WHEREAS, The Washoe County Commission is dedicated to improving citizen involvement in Washoe County; and,

WHEREAS, Citizens in Washoe County Commission District 2 have expressed desire to continue a formal organization through which they can regularly communicate their concerns and views to the Washoe County Board of Commissioners; and

WHEREAS, Washoe County Commissioners wish to obtain information and advice on the concerns of citizens within District 2 on a regular basis; now therefore be it

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the South Truckee Meadows/Washoe Valley Citizen Advisory Board be established under Sections 5.425 to 5.435 inclusive, of the Washoe County Code; and be it further

RESOLVED, That the Citizen Advisory Boards purpose shall be to provide a forum for residents' concerns and to provide on-going two-way communication between the residents and the Commission; and be it further

RESOLVED, That the South Truckee Meadows/Washoe Valley Citizen Advisory Board may provide advice on any matter within the Board of County Commissioners' jurisdiction such as land use, zoning, services, budget, taxes and other matters affecting the lives, health, property or well-being of the residents; and be it further

RESOLVED, That the South Truckee Meadows/Washoe Valley Citizen Advisory Boards geographical area of responsibility shall primarily include the area within Washoe County District 2 Commission District as more specifically defined on attached map; and be it further

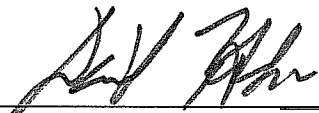
RESOLVED, That the membership of the South Truckee Meadows/Washoe Valley Citizens Advisory Board consists of 9 at-large members, and 3 at-large alternate positions, appointed by the County Commissioner for District 2 that together represent a broad area within the District; and be it further

RESOLVED, That in addition to applications from individuals as described under Sections 5.425 to 5.435, inclusive, of the Washoe County Code, membership nominations may be made by homeowner associations, other neighborhood-based organizations and community groups; and be it further

RESOLVED, That the initial terms of office shall officially begin the date the District 2 County Commissioner appoint the members, but shall thereafter run from July 1 through June 30 of the appropriate years; and be it further

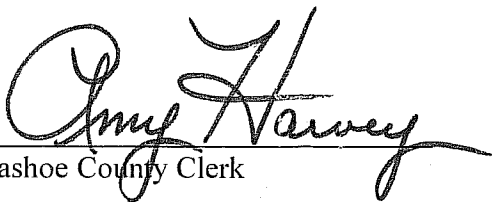
RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the South Truckee Meadows/Washoe Valley Citizen Advisory Board shall be established July 1, 2013.

ADOPTED this ^{28th} ~~23th~~ day of ^{May} ~~April~~, 2013.

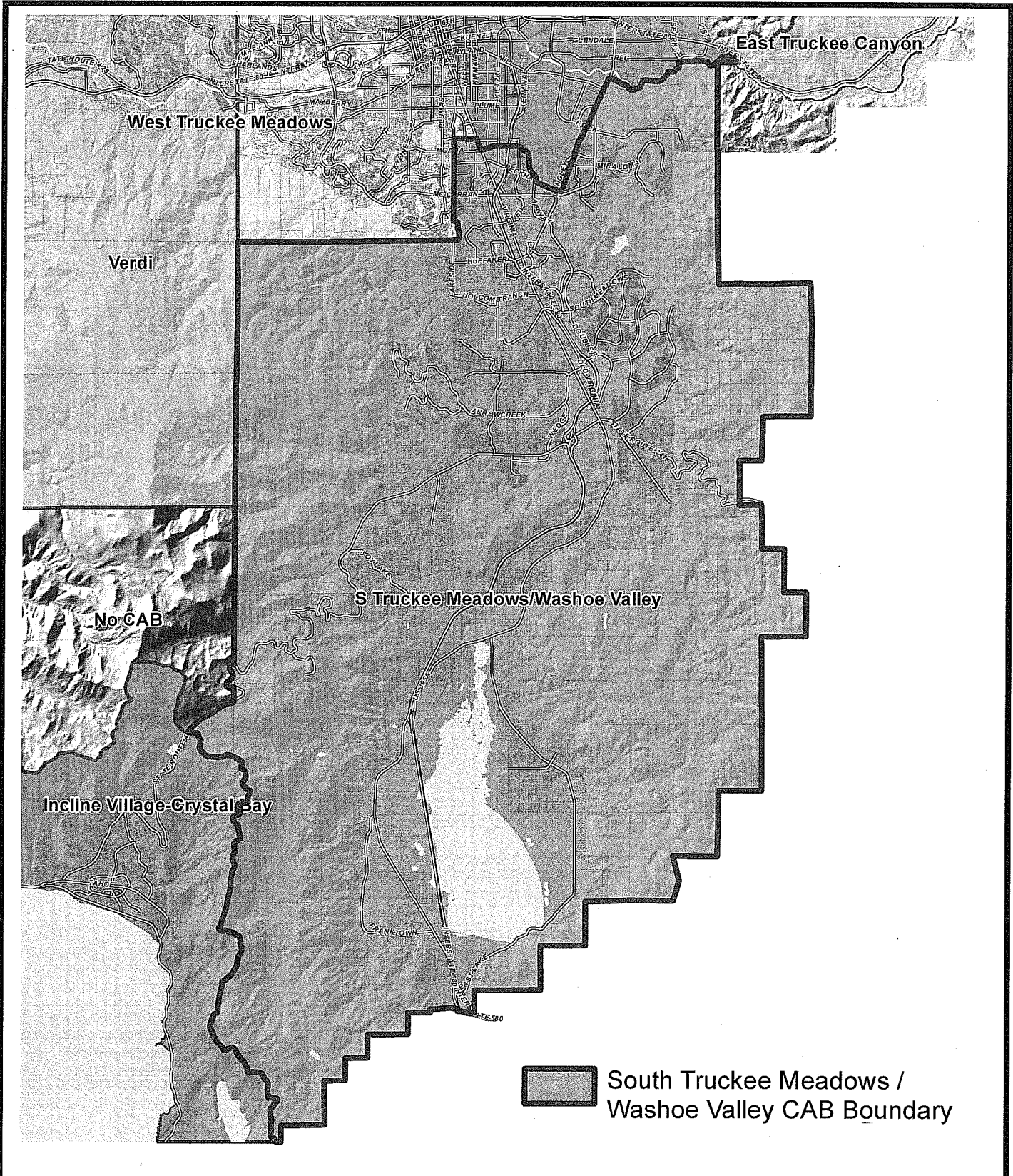


David Humke, Chairman
Washoe County Commission

ATTEST:






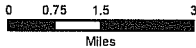
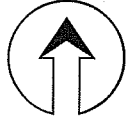
Washoe County Clerk



 South Truckee Meadows / Washoe Valley CAB Boundary

**WASHOE COUNTY CITIZEN ADVISORY BOARDS
SOUTH TRUCKEE MEADOWS / WASHOE VALLEY**

-  Roads (Major)
-  Water Bodies
-  Dry Lake or Playa



**Community Services
Department**

**WASHOE COUNTY
NEVADA**

Post Office Box 11130
Reno, Nevada 89520 (775) 328-3600

Date: May, 2013

Source: Planning and Development Division G:\arcdata\cabs\CAB_areas_2013\East_Truckee_Canyon0513.mxd

RESOLUTION

WHEREAS, The Washoe County Commission is dedicated to improving citizen involvement in Washoe County; and,

WHEREAS, Citizens in Washoe County Commission District 3 and District 5 have expressed desire to continue a formal organization through which they can regularly communicate their concerns and views to the Washoe County Board of Commissioners; and

WHEREAS, Washoe County Commissioners wish to obtain information and advice on the concerns of citizens within District 3 and 5 on a regular basis; now therefore be it

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the Sun Valley Citizen Advisory Board be established under Sections 5.425 to 5.435 inclusive, of the Washoe County Code; and be it further

RESOLVED, That the Citizen Advisory Boards purpose shall be to provide a forum for residents' concerns and to provide on-going two-way communication between the residents and the Commission; and be it further

RESOLVED, That the Sun Valley Citizen Advisory Board may provide advice on any matter within the Board of County Commissioners' jurisdiction such as land use, zoning, services, budget, taxes and other matters affecting the lives, health, property or well-being of the residents; and be it further

RESOLVED, That the Sun Valley Citizen Advisory Boards geographical area of responsibility shall include the area within Washoe County District 3 and Washoe County District 5 Commission Districts as more specifically defined on attached map; and be it further

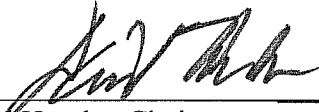
RESOLVED, That the membership of the Sun Valley Citizens Advisory Board consists of 5 at-large members, and 2 at-large alternate positions appointed by agreement by the County Commissioners for District 3 and District 5 that together represent a broad area within the advisory board geographic area; and be it further

RESOLVED, That in addition to applications from individuals as described under Sections 5.425 to 5.435, inclusive, of the Washoe County Code, membership nominations may be made by homeowner associations, other neighborhood-based organizations and community groups; and be it further

RESOLVED, That the initial terms of office shall officially begin the date the District 3 and District 5 County Commissioners appoint the members, but shall thereafter run from July 1 through June 30 of the appropriate years; and be it further

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the Sun Valley Citizen Advisory Board shall be established July 1, 2013.

ADOPTED this 23th day of April, 2013.
28th May



David Humke, Chairman
Washoe County Commission

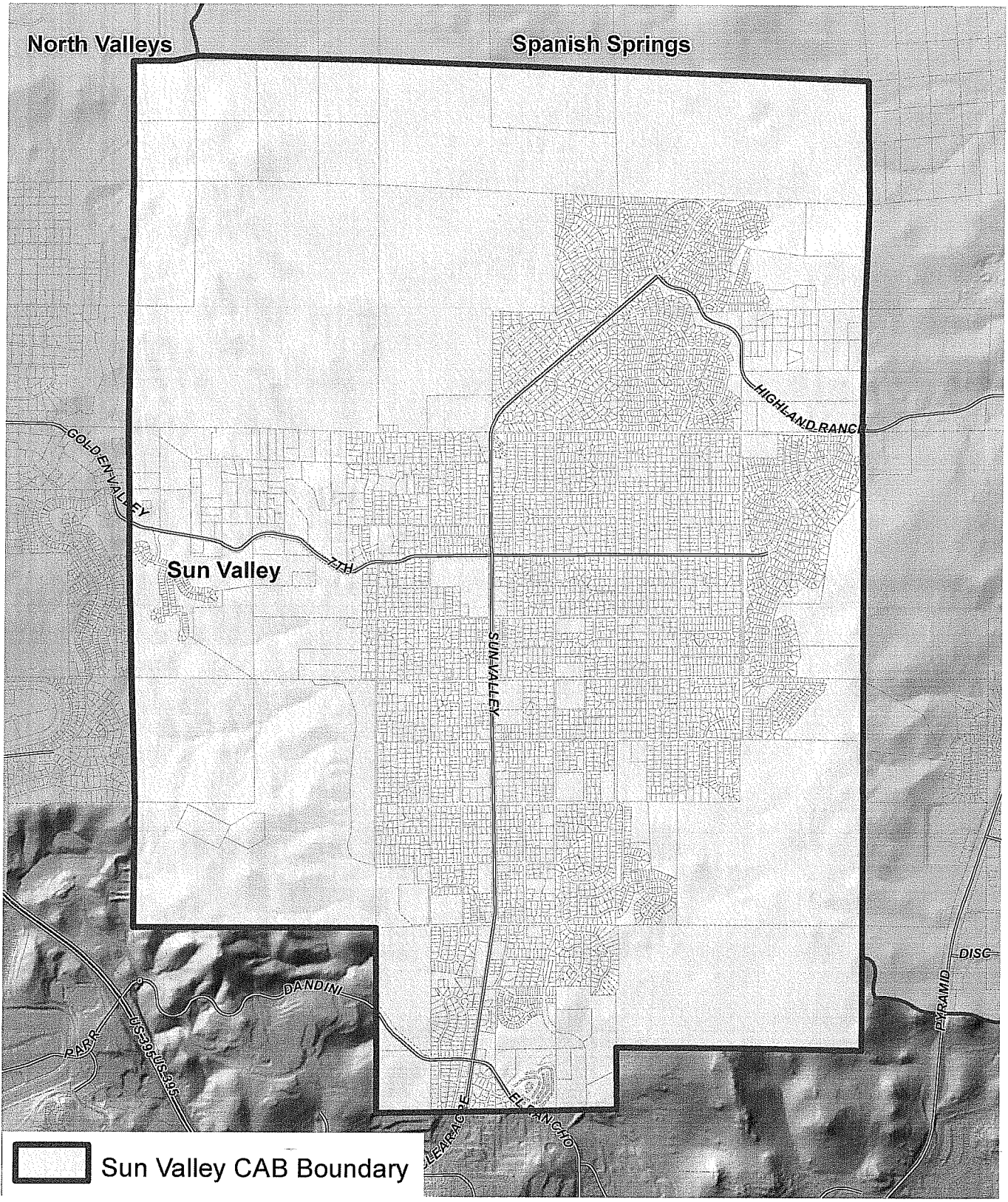
ATTEST:






Washoe County Clerk

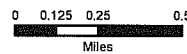
North Valleys

Spanish Springs



WASHOE COUNTY CITIZEN ADVISORY BOARDS
SUN VALLEY

-  Roads (Major)
-  Water Bodies
-  Dry Lake or Playa



Community Services
 Department

WASHOE COUNTY
 NEVADA

Post Office Box 11130
 Reno, Nevada 89520 (775) 328-3600

Date: May, 2013

RESOLUTION

WHEREAS, The Washoe County Commission is dedicated to improving citizen involvement in Washoe County; and,

WHEREAS, Citizens in Washoe County Commission District 4 have expressed desire to continue a formal organization through which they can regularly communicate their concerns and views to the Washoe County Board of Commissioners; and

WHEREAS, Washoe County Commissioners wish to obtain information and advice on the concerns of citizens within District 4 on a regular basis; now therefore be it

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the East Truckee Canyon Citizen Advisory Board be established under Sections 5.425 to 5.435 inclusive, of the Washoe County Code; and be it further

RESOLVED, That the Citizen Advisory Boards purpose shall be to provide a forum for residents' concerns and to provide on-going two-way communication between the residents and the Commission; and be it further

RESOLVED, That the East Truckee Canyon Citizen Advisory Board may provide advice on any matter within the Board of County Commissioners' jurisdiction such as land use, zoning, services, budget, taxes and other matters affecting the lives, health, property or well-being of the residents; and be it further

RESOLVED, That the East Truckee Canyon Citizen Advisory Boards geographical area of responsibility shall include the area within Washoe County District 4 Commission District as more specifically defined on attached map; and be it further

RESOLVED, That the membership of the East Truckee Canyon Citizens Advisory Board consists of 3 at-large members, and 2 at-large alternate positions, appointed by the County Commissioner for District 4 that together represent a broad area within the District; and be it further

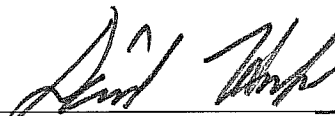
RESOLVED, That in addition to applications from individuals as described under Sections 5.425 to 5.435, inclusive, of the Washoe County Code, membership nominations may be made by homeowner associations, other neighborhood-based organizations and community groups; and be it further

RESOLVED, That the initial terms of office shall officially begin the date the District 4 County Commissioner appoint the members, but shall thereafter run from July 1 through June 30 of the appropriate years; and be it further

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the East Truckee Canyon Citizen Advisory Board shall be established July 1, 2013.

ADOPTED this 23th day of April, 2013.

28th MAY

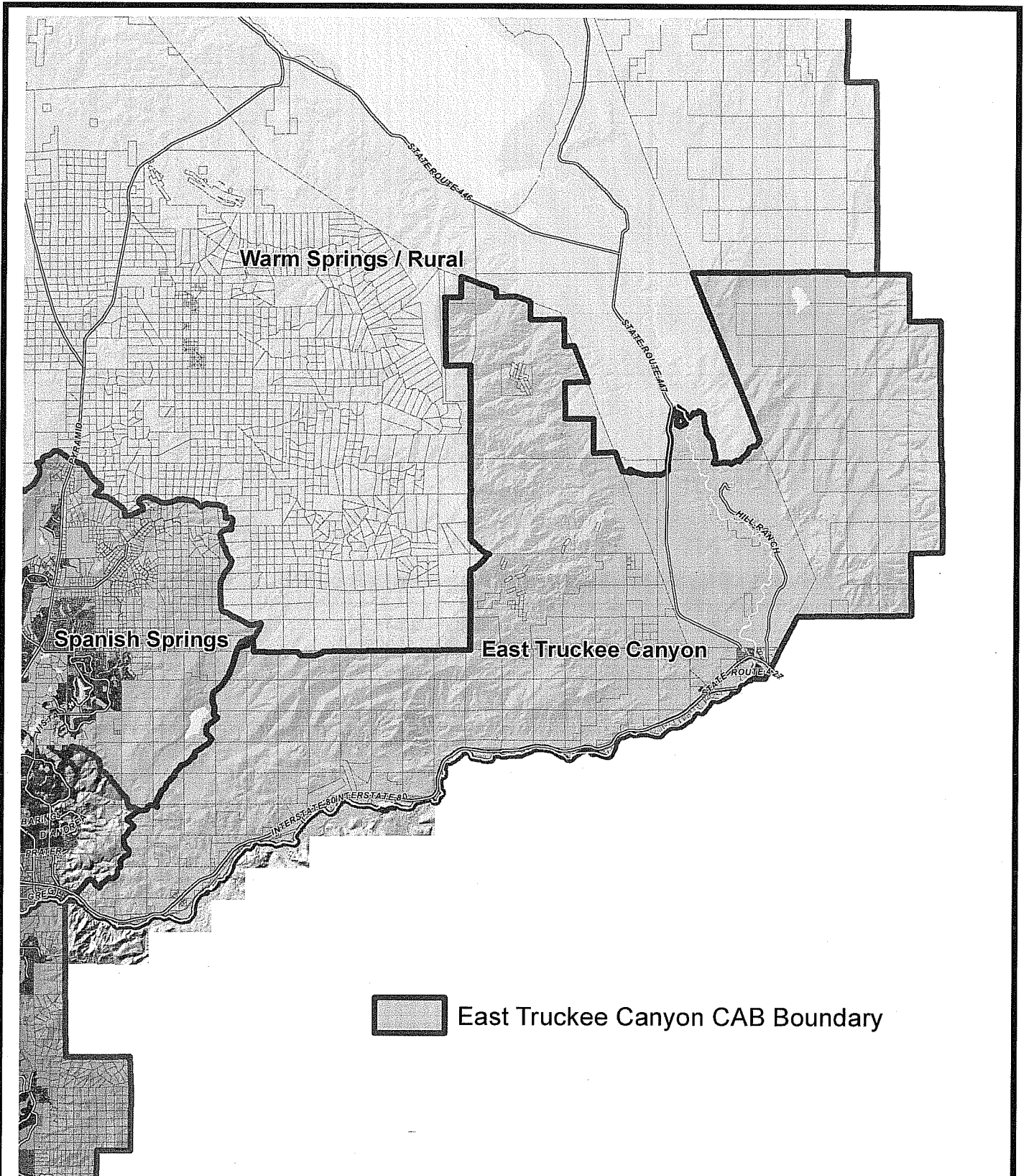



David Humke, Chairman
Washoe County Commission

ATTEST:






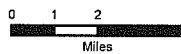
Washoe County Clerk



 East Truckee Canyon CAB Boundary

**WASHOE COUNTY CITIZEN ADVISORY BOARDS
EAST TRUCKEE CANYON**

-  Roads (Major)
-  Water Bodies
-  Dry Lake or Playa



**Community Services
Department**

**WASHOE COUNTY
NEVADA**

Post Office Box 11130
Reno, Nevada 89520 (775) 328-3600

Date: May, 2013

RESOLUTION

WHEREAS, The Washoe County Commission is dedicated to improving citizen involvement in Washoe County; and,

WHEREAS, Citizens in Washoe County Commission District 4 have expressed desire to continue a formal organization through which they can regularly communicate their concerns and views to the Washoe County Board of Commissioners; and

WHEREAS, Washoe County Commissioners wish to obtain information and advice on the concerns of citizens within District 4 on a regular basis; now therefore be it

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the Spanish Springs Citizen Advisory Board be established under Sections 5.425 to 5.435 inclusive, of the Washoe County Code; and be it further

RESOLVED, That the Citizen Advisory Boards purpose shall be to provide a forum for residents' concerns and to provide on-going two-way communication between the residents and the Commission; and be it further

RESOLVED, That the Spanish Springs Citizen Advisory Board may provide advice on any matter within the Board of County Commissioners' jurisdiction such as land use, zoning, services, budget, taxes and other matters affecting the lives, health, property or well-being of the residents; and be it further

RESOLVED, That the Spanish Springs Citizen Advisory Boards geographical area of responsibility shall include the area within Washoe County District 4 Commission District as more specifically defined on attached map; and be it further

RESOLVED, That the membership of the Spanish Springs Citizens Advisory Board consists of 5 at-large members, and 2 at-large alternate positions, appointed by the County Commissioner for District 4 that together represent a broad area within the District; and be it further

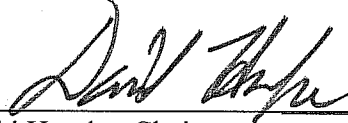
RESOLVED, That in addition to applications from individuals as described under Sections 5.425 to 5.435, inclusive, of the Washoe County Code, membership nominations may be made by homeowner associations, other neighborhood-based organizations and community groups; and be it further

RESOLVED, That the initial terms of office shall officially begin the date the District 4 County Commissioner appoint the members, but shall thereafter run from July 1 through June 30 of the appropriate years; and be it further

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the Spanish Springs Citizen Advisory Board shall be established July 1, 2013.

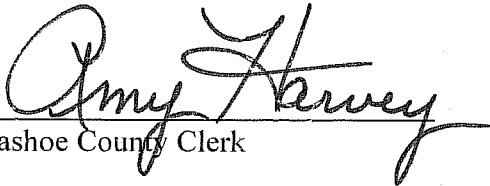
ADOPTED this 23rd day of April, 2013.

28th May

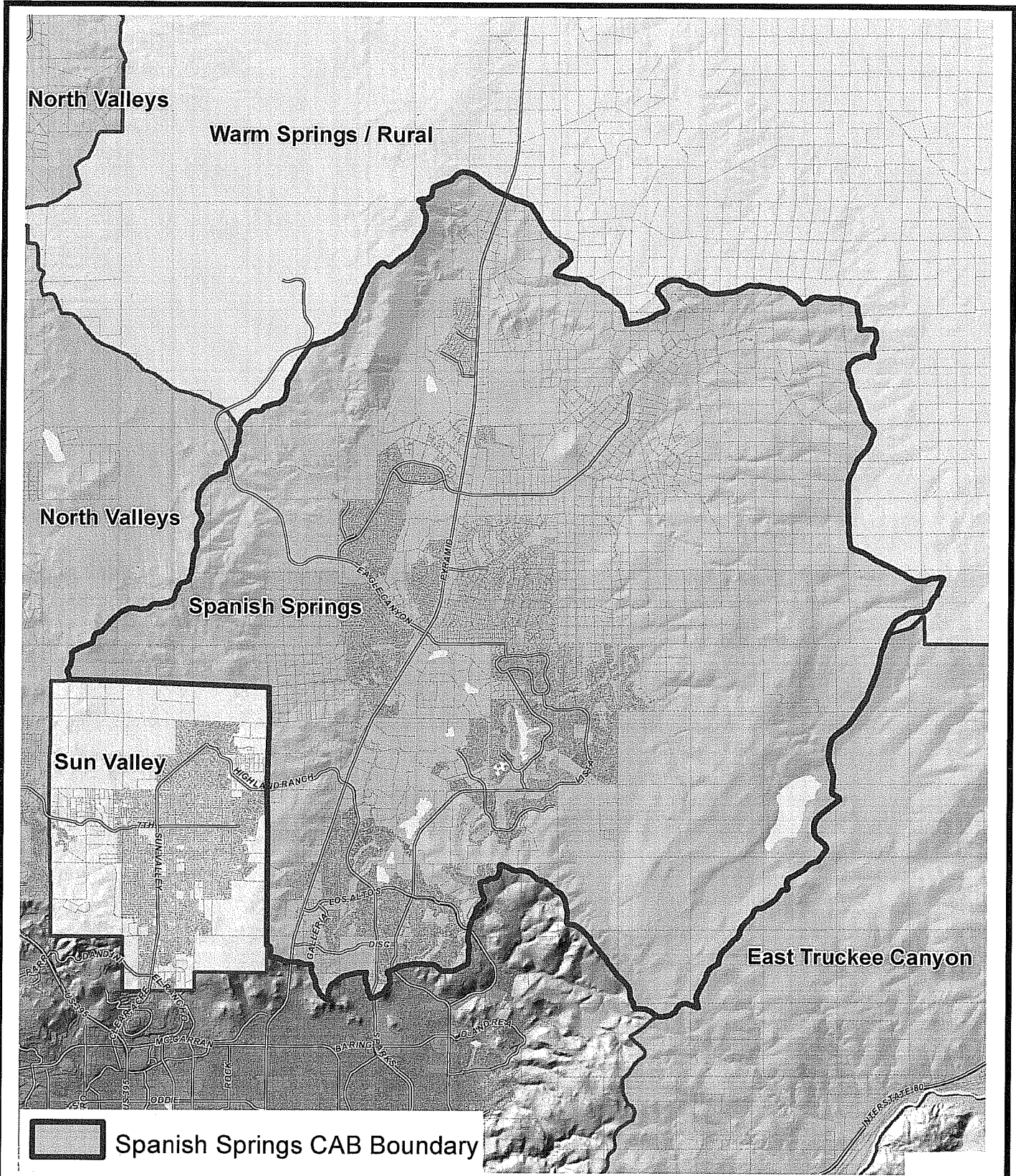


David Humke, Chairman
Washoe County Commission

ATTEST:






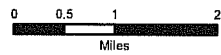
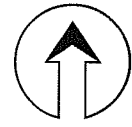
Washoe County Clerk



 Spanish Springs CAB Boundary

WASHOE COUNTY CITIZEN ADVISORY BOARDS
SPANISH SPRINGS

-  Roads (Major)
-  Water Bodies
-  Dry Lake or Playa



**Community Services
 Department**

**WASHOE COUNTY
 NEVADA**

Post Office Box 11130
 Reno, Nevada 89520 (775) 328-3600

Date: May, 2013

RESOLUTION

WHEREAS, The Washoe County Commission is dedicated to improving citizen involvement in Washoe County; and,

WHEREAS, Citizens in Washoe County Commission District 5 have expressed desire to continue a formal organization through which they can regularly communicate their concerns and views to the Washoe County Board of Commissioners; and

WHEREAS, Washoe County Commissioners wish to obtain information and advice on the concerns of citizens within District 5 on a regular basis; now therefore be it

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the North Valleys Citizen Advisory Board be established under Sections 5.425 to 5.435 inclusive, of the Washoe County Code; and be it further

RESOLVED, That the Citizen Advisory Boards purpose shall be to provide a forum for residents' concerns and to provide on-going two-way communication between the residents and the Commission; and be it further

RESOLVED, That the North Valleys Citizen Advisory Board may provide advice on any matter within the Board of County Commissioners' jurisdiction such as land use, zoning, services, budget, taxes and other matters affecting the lives, health, property or well-being of the residents; and be it further

RESOLVED, That the North Valleys Citizen Advisory Boards geographical area of responsibility shall include the area within Washoe County District 5 Commission District as more specifically defined an attached map; and be it further

RESOLVED, That the membership of the North Valleys Citizen Advisory Board shall be amended to consist of nine at-large members and three at-large alternate positions, appointed by the County Commissioner for District 5 that together represent a broad area within the District; and be it further

RESOLVED, That in addition to applications from individuals as described under Sections 5.425 to 5.435, inclusive, of the Washoe County Code, membership nominations may be made by homeowner associations, other neighborhood-based organizations and community groups; and be it further

RESOLVED, That the initial terms of office shall officially begin the date the District 5 County Commissioner appoint the members, but shall thereafter run from July 1 through June 30 of the appropriate years; and be it further

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the North Valleys Citizen Advisory Board membership is amended effective July 1, 2013.

ADOPTED this 23th day of April, 2013.

28th May



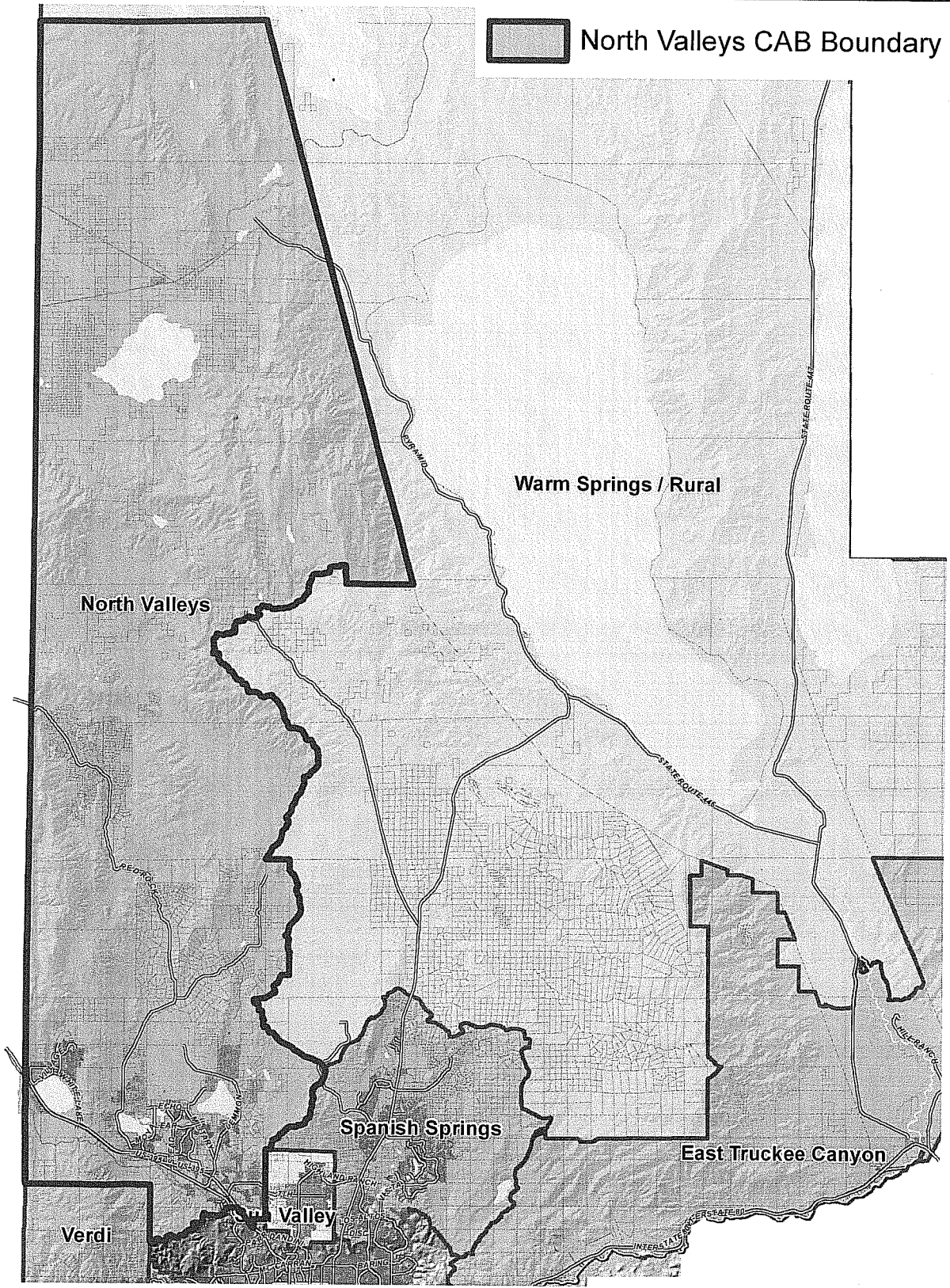
David Humke, Chairman
Washoe County Commission

ATTEST:



Washoe County Clerk

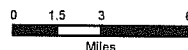
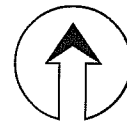
North Valleys CAB Boundary



WASHOE COUNTY CITIZEN ADVISORY BOARDS

NORTH VALLEYS

- Roads (Major)
- Water Bodies
- Dry Lake or Playa



Community Services
Department

WASHOE COUNTY
NEVADA

Post Office Box 11130
Reno, Nevada 89520 (775) 328-3600

Date: May, 2013

RESOLUTION

WHEREAS, The Washoe County Commission is dedicated to improving citizen involvement in Washoe County; and,

WHEREAS, Citizens in Washoe County Commission District 5 have expressed desire to continue a formal organization through which they can regularly communicate their concerns and views to the Washoe County Board of Commissioners; and

WHEREAS, Washoe County Commissioners wish to obtain information and advice on the concerns of citizens within District 5 on a regular basis; now therefore be it

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the Verdi Township Citizen Advisory Board be established under Sections 5.425 to 5.435 inclusive, of the Washoe County Code; and be it further

RESOLVED, That the Citizen Advisory Boards purpose shall be to provide a forum for residents' concerns and to provide on-going two-way communication between the residents and the Commission; and be it further

RESOLVED, That the Verdi Township Citizen Advisory Board may provide advice on any matter within the Board of County Commissioners' jurisdiction such as land use, zoning, services, budget, taxes and other matters affecting the lives, health, property or well-being of the residents; and be it further

RESOLVED, That the Verdi Township Citizen Advisory Boards geographical area of responsibility shall include the area within the Verdi Township as more specifically defined on attached map; and be it further

RESOLVED, That the membership of the Verdi Township Citizens Advisory Board consists of 5 at-large members, and 2 at-large alternate positions, appointed by the County Commissioner for District 5 that together represent a broad area within the District; and be it further

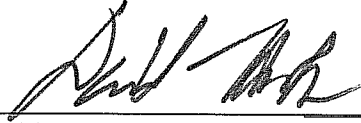
RESOLVED, That in addition to applications from individuals as described under Sections 5.425 to 5.435, inclusive, of the Washoe County Code, membership nominations may be made by homeowner associations, other neighborhood-based organizations and community groups; and be it further

RESOLVED, That the initial terms of office shall officially begin the date the District 5 County Commissioner appoint the members, but shall thereafter run from July 1 through June 30 of the appropriate years; and be it further

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the Verdi Township Citizen Advisory Board shall be established July 1, 2013.

ADOPTED this ~~23th~~ day of ~~April~~, 2013.

28th May

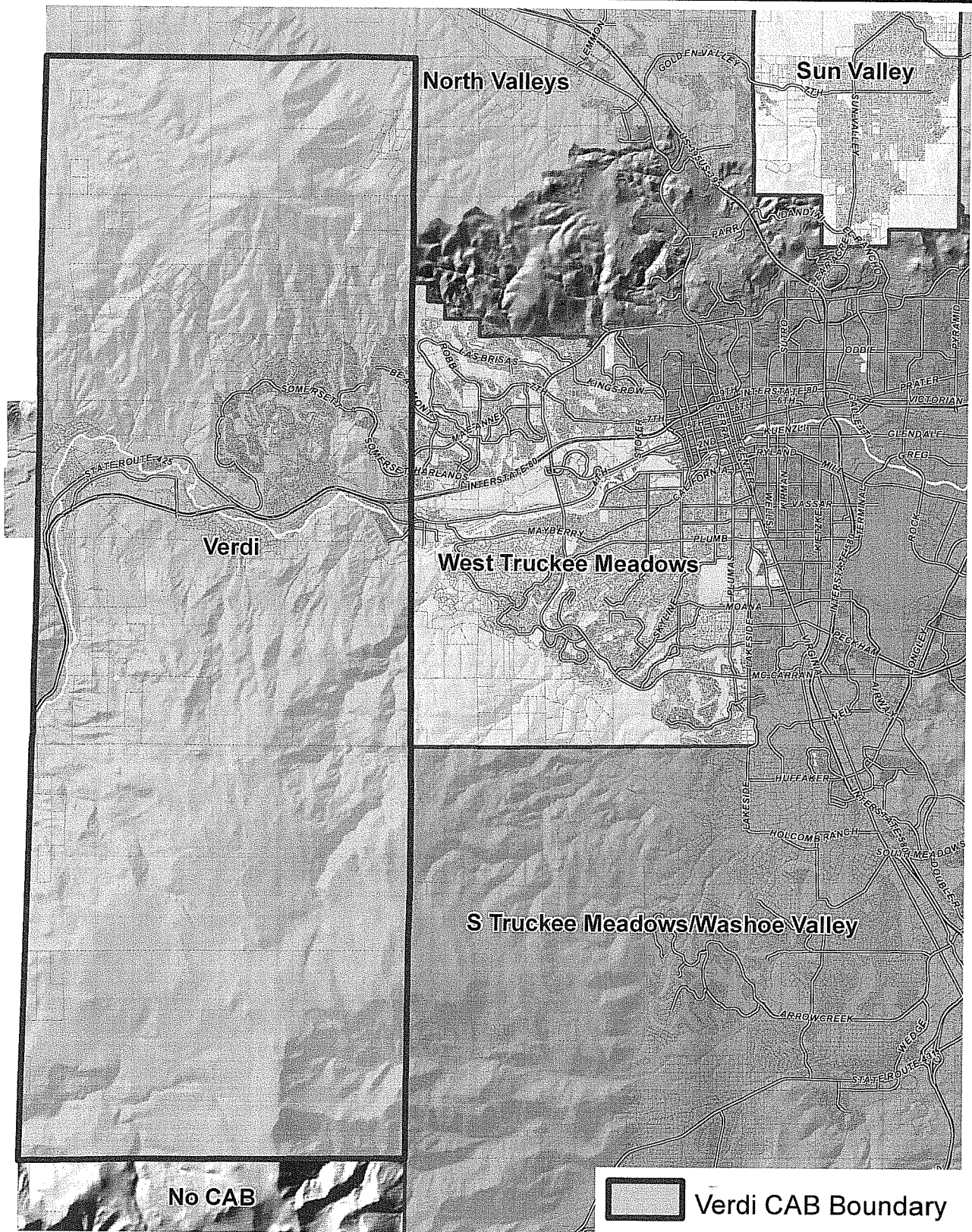


David Humke, Chairman
Washoe County Commission




ATTEST:



Washoe County Clerk



WASHOE COUNTY CITIZEN ADVISORY BOARDS
VERDI

-  Roads (Major)
-  Water Bodies
-  Dry Lake or Playa



Community Services
 Department

WASHOE COUNTY
 NEVADA

Post Office Box 11130
 Reno, Nevada 89520 (775) 328-3600

Date: May, 2013

RESOLUTION

WHEREAS, The Washoe County Commission is dedicated to improving citizen involvement in Washoe County; and,

WHEREAS, Citizens in Washoe County Commission District 5 have expressed desire to continue a formal organization through which they can regularly communicate their concerns and views to the Washoe County Board of Commissioners; and

WHEREAS, Washoe County Commissioners wish to obtain information and advice on the concerns of citizens within District 5 on a regular basis; now therefore be it

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the Rural/Warm Springs Citizen Advisory Board be established under Sections 5.425 to 5.435 inclusive, of the Washoe County Code; and be it further

RESOLVED, That the Citizen Advisory Boards purpose shall be to provide a forum for residents' concerns and to provide on-going two-way communication between the residents and the Commission; and be it further

RESOLVED, That the Warm Springs/Rural Citizen Advisory Board may provide advice on any matter within the Board of County Commissioners' jurisdiction such as land use, zoning, services, budget, taxes and other matters affecting the lives, health, property or well-being of the residents; and be it further

RESOLVED, That the Warm Springs/Rural Citizen Advisory Boards geographical area of responsibility shall include the area within Washoe County District 5 Commission District as more specifically defined on attached map; and be it further

RESOLVED, That the membership of the Rural/Warm Springs Citizens Advisory Board consists of 9 at-large members, and 3 at-large alternate positions, appointed by the County Commissioner for District 5 that together represent a broad area within the District; and be it further

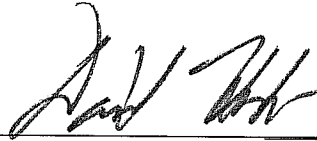
RESOLVED, That in addition to applications from individuals as described under Sections 5.425 to 5.435, inclusive, of the Washoe County Code, membership nominations may be made by homeowner associations, other neighborhood-based organizations and community groups; and be it further

RESOLVED, That the initial terms of office shall officially begin the date the District 5 County Commissioner appoint the members, but shall thereafter run from July 1 through June 30 of the appropriate years; and be it further

RESOLVED, By the Board of County Commissioners of Washoe County, Nevada, that the Warm Springs/Rural Citizen Advisory Board shall be established July 1, 2013.

ADOPTED this ~~23rd~~ day of ~~April~~, 2013.

28th May

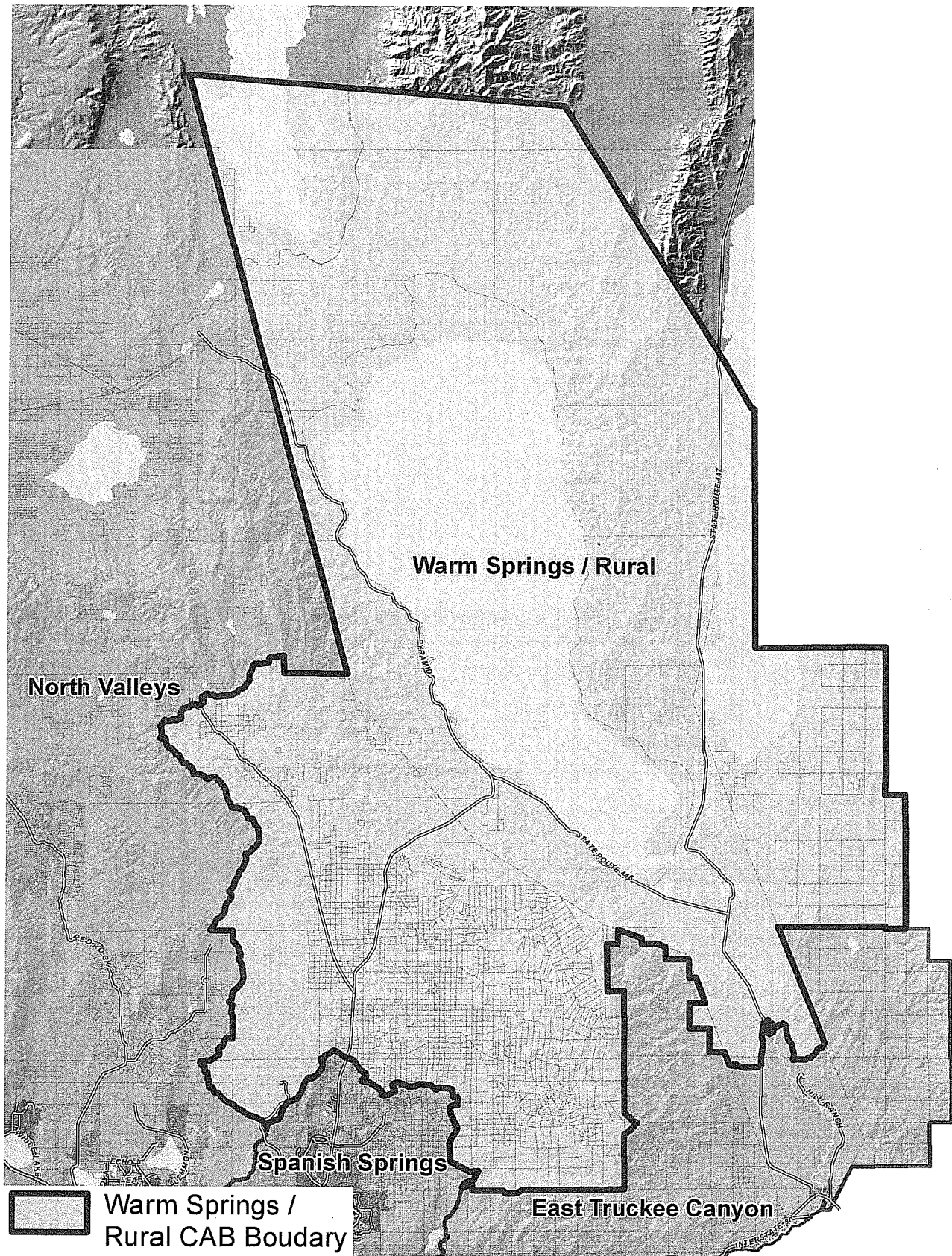


David Humke, Chairman
Washoe County Commission

ATTEST:

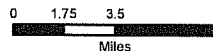
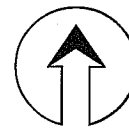


Washoe County Clerk



WASHOE COUNTY CITIZEN ADVISORY BOARDS
WARM SPRINGS / RURAL

- Roads (Major)
- Water Bodies
- Dry Lake or Playa



Community Services
 Department



Post Office Box 11130
 Reno, Nevada 89520 (775) 328-3600

RESOLUTION

TO AUGMENT THE BUDGET OF THE WASHOE COUNTY GOLF COURSE ENTERPRISE FUND

WHEREAS, in fiscal year 2013 the Golf Course Enterprise Fund incurred an unbudgeted reimbursable utility cost; and

WHEREAS, the Golf Course Enterprise Fund incurred an unbudgeted water well maintenance and repair expense; and

WHEREAS, the Golf Course Enterprise Fund has the cash to pay the unanticipated expenses:

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Washoe, State of Nevada:

Section 1. That the budget of the Washoe County Golf Course Fund be adjusted as follows:

Golf Course Fund

		<u>Source of Funds</u>	
Net Assets	Un-appropriated net assets		\$120,000
		<u>Increase Expenses</u>	
680310-711020	Sierra Sage Operations – Water/Sewer Utilities		\$100,000
680410-710205	Washoe Golf Course Operations-Repairs & Maintenance		\$ 20,000


Section 2. This Resolution shall be effective on passage and approval.

Section 3. The County Clerk is hereby directed to distribute copies of the Resolution to the Comptroller's Office and the Budget Division of the Finance Department.

Adopted this 28th day of May, 2013.



Chairman, Washoe County
Board of County Commissioners

ATTEST:


County Clerk

13-417

Summary - a resolution directing the defeasance of and the payment of the principal of and interest on a portion of the outstanding Washoe County, Nevada General Obligation (Limited Tax) Park Bonds (Additionally Secured by Pledged Revenues) Series 2006.

RESOLUTION NO _____

A RESOLUTION DIRECTING THE DEFEASANCE OF AND THE PAYMENT OF PRINCIPAL OF AND INTEREST ON A PORTION OF THE WASHOE COUNTY, NEVADA GENERAL OBLIGATION (LIMITED TAX) PARK BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) SERIES 2006; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the Board of County Commissioners (the “Board”) of Washoe County, Nevada, (the “County,” and the “State,” respectively), has previously issued its Washoe County, Nevada General Obligation (Limited Tax) Park Bonds (Additionally Secured by Pledged Revenues) Series 2006 (the “Bonds”); and

WHEREAS, the Board hereby determines that it is necessary and advisable to defease a portion of the outstanding Bonds, redeem a portion of the outstanding Bonds on the first optional call date of March 1, 2017, and pay the costs of the defeasance; and

WHEREAS, there has been filed with the County prior to this meeting, a proposed form of the Escrow Agreement (the “Escrow Agreement”) between the County and U.S. Bank, National Association, as escrow bank (the “Escrow Bank”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, NEVADA:

Section 1. This resolution shall be known and may be cited by the short title “2013 Defeasance Resolution.”

Section 2. The Board hereby directs the defeasance of certain maturities of the Bonds specified by the Acting County Finance Director, the redemption of a portion of the outstanding Bonds on the first optional call date of March 1, 2017, and the payment of the costs of defeasance with unspent proceeds of the Bonds and the investment income thereon, in the maximum amount of \$3,100,000 or such lesser amount as shall be determined by the Acting County Finance Director. The Acting County Finance Director or her designee is hereby authorized to select the

13-418

maturities of the Bonds to be defeased and arrange for the defeasance and the redemption of the Bonds on March 1, 2017.

Section 3. The Acting County Finance Director or her designee is authorized to specify the method of defeasance and other details of the defeasance and payment of the Bonds, and if deemed appropriate by the Acting County Finance Director or her designee, to subscribe for State and Local Government Securities or bid the selection of defeasance securities to be deposited into the Escrow Account created by the Escrow Agreement authorized herein, and arrange for the distribution of notice of the defeasance and prior redemption.

Section 4. The officers of the Board and the County are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this resolution, including without limitation, assembling of financial and other information concerning the County and the Bonds and arranging for a certified public accountant's report to demonstrate the sufficiency of securities and cash in the Escrow Account in connection with the defeasance of a portion of the Bonds.

Section 5. All actions, proceedings, matters and things heretofore taken, had and done by the officers of the County (not inconsistent with the provisions of this resolution) directed toward the defeasance of a portion of the Bonds is ratified, approved and confirmed.

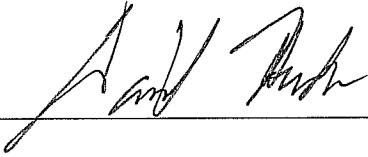
Section 6. The form, terms and provisions of the Escrow Agreement are approved, and the County shall enter into and perform its obligations under such documents in the form thereof filed with the County prior to this meeting, with such changes, variations, omissions and insertions as the Acting County Finance Director executing such documents shall approve. The execution of the Escrow Agreement by the Acting County Finance Director shall be conclusive evidence of the approval by the Board thereof in accordance with the terms hereof. The execution of any document related to the defeasance and redemption of the Bonds by County officials shall be conclusive evidence of the approval by the Board of such document in accordance with the terms hereof.

Section 7. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.

Section 8. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

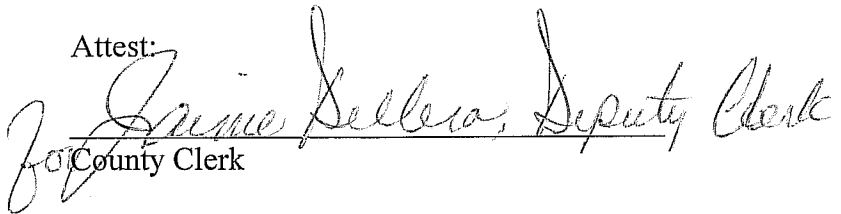
Section 9. This resolution shall become effective and be in force immediately upon its adoption.

PASSED AND APPROVED this May 28, 2013.



Chair

(SEAL)

Attest:


Joanne Seelera, Deputy Clerk
County Clerk

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I am the duly chosen, qualified and acting Clerk of Washoe County (the "County"), in the State of Nevada, and do hereby certify:

1. The foregoing pages constitute a true, correct and compared copy of a resolution of the Board of County Commissioners (the "Board") adopted at a meeting of the Board held on May 28, 2013 (the "Resolution").

2. The members of the Board voted on the Resolution as follows:

Those Voting Aye: Marsha Berkgigler
 David Humke
 Kitty Jung
 Vaughn Hartung
 Bonnie Weber

Those Voting Nay: *NONE*

Those Absent: *NONE*

3. The original of the Resolution has been approved and authenticated by the signatures of the Chair of the Board and myself as County Clerk and has been recorded in the minute book of the Board kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County this May 28, 2013.

Jaimie Sellers, Deputy Clerk
Clerk

(SEAL)

The undersigned does hereby certify:

1. All members of the Board were given due and proper notice of the meeting held on May 28, 2013.


2. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpts from the agenda for the meeting relating to the Resolution, as posted no later than 9:00 a.m. on the third working day prior to the meeting, on the County's website, and at the following locations:

- (i) Washoe County Administration Complex
1001 East Ninth Street, Building A
Reno, Nevada
- (ii) Washoe County Courthouse
Second Judicial District Court
75 Court Street
Reno, Nevada
- (iii) Washoe County Central Library
301 South Center Street
Reno, Nevada
- (iv) Sparks Justice Court
1675 East Prater Way
Sparks, Nevada

is attached as Exhibit A.

3. Prior to 9:00 a.m. at least 3 working days before such meetings, such notice was mailed to each person, if any, who has requested notice of meetings of the board in compliance with NRS 241.030(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

IN WITNESS WHEREOF, I have hereunto set my hand this May 28, 2013.



Manager

EXHIBIT A

(Attach Copy of Notice of Meeting)

COUNTY COMMISSIONERS

David Humke, Chairman
Bonnie Weber, Vice-Chairman
Kitty Jung
Marsha Berkgigler
Vaughn Hartung

COUNTY MANAGER

Katy Simon

**ASSISTANT
DISTRICT ATTORNEY**

Paul Lipparelli

NOTICE OF MEETING AND AGENDA

WASHOE COUNTY BOARD OF COMMISSIONERS

COMMISSION CHAMBERS - 1001 E. 9th Street, Reno, Nevada

**Tuesday, May 28, 2013
10:00 a.m.**

NOTE: Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless removed from the Consent section. The Board of County Commissioners may take short breaks approximately every 90 minutes.

The Washoe County Commission Chambers are accessible to the disabled. If you require special arrangements for the meeting, call the County Manager's Office, 328-2000, 24-hours prior to the meeting.

Time Limits. Public comments are welcomed during the Public Comment periods for all matters, whether listed on the agenda or not, and are limited to three minutes per person. Additionally, public comment of three minutes per person will be heard during individual action items on the agenda. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment on that item at the Commission meeting. Persons may not allocate unused time to other speakers.

Forum Restrictions and Orderly Conduct of Business. The Board of County Commissioners conducts the business of Washoe County and its citizens during its meetings. The presiding officer may order the removal of any person whose statement or other conduct disrupts the orderly, efficient or safe conduct of the meeting. Warnings against disruptive comments or behavior may or may not be given prior to removal. The viewpoint of a speaker will not be restricted, but reasonable restrictions may be imposed upon the time, place and manner of speech. Irrelevant and unduly repetitious statements and personal attacks which antagonize or incite others are examples of speech that may be reasonably limited.

Responses to Public Comments. The County Commission can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Commission. However, responses from Commissioners to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Commission will consider, Commissioners may choose not to respond to public comments, except to correct factual inaccuracies, ask for County staff action or to ask that a matter be listed on a future agenda. The Commission may do this either during the public comment item or during the following item:
“*Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda”.

9. L. 6. Approve Interlocal Agreement – RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment between the County of Washoe on behalf of the Washoe County Sheriff's Office and Truckee Meadows Fire Protection District and North Lake Tahoe Fire Protection District [\$65,000 and \$10,000 respectively] for the provision, when requested, of a helicopter or other aircraft and personnel and approve reimbursement for services rendered throughout the year by the Washoe County Sheriff's Office to be paid in accordance with the Interlocal Agreement to the Washoe County Sheriff's Office Regional Aviation Enforcement Unit (RAVEN); and authorize Finance to make the necessary budget adjustments. (All Commission Districts.)

11:00 a.m. 10. Truckee Meadows Fire Protection District and Sierra Fire Protection District--see separate Notice of Joint Meeting and Agenda.

11. Appearance: Bill Thomas, Assistant City Manager, City of Reno

Presentation of the IBM Smarter Cities Challenge project and possible direction to staff regarding recommendations for implementation.

- 1:30 p.m.**
12. Candidate interviews and possible appointments for two vacant positions on the Reno-Tahoe Airport Board of Trustees (one individual to fill unexpired term of two years to expire July 1, 2015 and one individual to fill a four year term to expire July 1, 2017)--Manager. (All Commission Districts.)
 13. Recommendation to approve and adopt resolutions to create up to nine citizen advisory boards that provide feedback to the Washoe County Board of Commissioners on planning, public safety and community issues; and approve and adopt resolution dissolving 15 standing citizen advisory boards [possible fiscal impact \$107,165.79 with a net new fiscal impact of \$16,086.79 FY 14]--Manager/Community Relations. (All Commission Districts.)
 14. Recommendation to approve modification to the Special Offer Amendment to Westlaw Subscriber Agreement between the County of Washoe (Office of the District Attorney) and West, a Thomson Business [\$146,064] for the period of July 1, 2013 through June 30, 2016, for provision of on-line research capability to the Office of the District Attorney; FY 14 amount \$14,724--District Attorney. (All Commission Districts.)
 15. Recommendation to approve Resolution to augment the Golf Course Enterprise Fund [\$120,000] due to a one-time unbudgeted reimbursable utility bill and the cost of a well repair; and direct Finance to make the appropriate adjustments--Finance. (All Commission Districts.)
 16. Recommendation to approve a resolution directing the defeasance of and the payment of principal of and interest on a portion of the Washoe County, Nevada General Obligation (Limited Tax) Park Bonds (Additionally Secured by Pledged Revenues) Series 2006; and providing other details in connection therewith and direct the Finance Department to make the appropriate adjustments within the Parks Capital Fund and the Debt Service Fund [maximum amount of \$3,100,000]--Finance. (All Commission Districts.)