

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

TUESDAY

10:00 A.M.

AUGUST 8, 2017

PRESENT:

Bob Lucey, Chair
Marsha Berkbigler, Vice Chair
Kitty Jung, Commissioner
Vaughn Hartung, Commissioner
Jeanne Herman, Commissioner

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Deputy District Attorney

The Washoe County Board of Commissioners convened at 10:02 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 Clerk called the roll and the Board conducted the following business:

17-0644 **AGENDA ITEM 3** Public Comment.

Mr. Pete Todoroff, Chairman of the Incline Village Citizen Advisory Board (CAB), brought up two instances of people seeking variances for changes to their homes. He alleged they were not licensed to do home design in the State of Nevada. He provided a handout which was distributed to the Board and placed on file with the Clerk.

Mr. Ray Lake, Chairman of the North Valleys CAB, stated the CAB's August meeting would be cancelled; the June meeting had also been cancelled. He noted their next scheduled meeting would be six months from the last one and that elections were supposed to be held at the August meeting. He reminded the Board his CAB was interested in matters other than development projects. He claimed the last meeting was sparsely attended because the agenda had very little on it despite requests to hear from Waste Management (WM) and the airport authority. He requested staff either support the CABs or discontinue them altogether, but asked them to stop cancelling meetings.

Mr. Dwayne Huber praised the Public Works department for opening parts of Lemmon Drive. He expressed concern about Deodar Way being the only exit in a flood emergency and asked whether the County would maintain it.

Mr. Fons Eustaquio expressed concern about new ditches that were dug in the Wild Stallion subdivision, specifically the one that went through his property. He alleged it was done without his knowledge and that several fence posts had been knocked down. He said the inspector he spoke to thought it was an old ditch but Mr. Eustaquio

contested it was a trail for all-terrain vehicles and horses. He asked whether the County approved the project and asked his Commissioner to visit the area.

Ms. Tammy Holt-Still mentioned there was one more meeting of the Washoe County Home Consortium's Technical Review Committee before a vote would be taken on a \$400,000 grant to assist homeowners in Lemmon Valley. She noted Lemmon Drive was open but expressed concern that recent rainfall caused the water level to encroach upon the road again. She agreed with Mr. Lake's comments about CABs. Based on research she conducted, she alleged the State of Nevada was responsible for the water in Swan Lake and urged Washoe County to pressure the State to act.

Mr. Sam Dehne spoke about the media, open meeting law, and Nevada Attorney General Adam Laxalt.

Mr. Stuart Mackie brought up Assembly Bill (AB) 198 and asked about money the County received because of the bill. He claimed there was a document from the Nevada Water Division which closed the Stead Sewer Plant for four months but the plant continued to pump without a permit. He spoke about the bonds of the County Manager and the Commissioners.

Ms. Diana Christensen displayed two photos which were placed on file with the Clerk. She spoke about Agenda Item 27 and said when the master plan amendment was first proposed she had two concerns: different County areas had different geographical features, and issues related to the definition of operable vehicles. She explained operable vehicles included semis, trailers, and water trucks, and she expressed concern that developers in the future could request 20 or 30 acres for commercial vehicle parking in residential zones. She asked the Board to keep the master plan unchanged.

Mr. Jack Smith stated he could not pay his WM bill in cash and pointed out there were no other garbage collection companies in the area. He admitted ordinances requiring citizens to have their garbage picked up reduced the amount of trash dumped illegally but he felt WM needed to update its payment policy.

Mr. Ernest Aldridge spoke about AB198 and alleged the County was stealing 2.02 acre feet of water rights from citizens in Lemmon Valley and requiring them to pay \$4,200 to hook up to a water system. He added this practice had happened for 35 years and requested somebody stop it.

17-0645 **AGENDA ITEM 4** Announcements/Reports.

Commissioner Jung said she attended the Great Balloon Race preview event and expressed pride that the County's sponsorship in the past helped prevent the event from failure. She promoted the Vintage Trailer Show-N-Shine, a brand-new Hot August Nights event, saying it was the inaugural event and it might continue if successful.

Commissioner Herman expressed concern about the cancellation of CAB meetings and questioned why CAB meetings were not being held monthly. She asked for a decision about the future of CABs, adding citizens did not want community forums. She requested a meeting with the chairs of all the CABs. She directed public commenters Mr. Huber and Mr. Eustaquio to contact Community Services Director Dave Solaro about their concerns and she requested an update on Mr. Eustaquio's issue. She announced the Waste Management (WM) issue would return to the Board shortly and suggested everyone interested should attend that meeting. She would research AB198 to respond to remarks made during public comment.

Commissioner Hartung expressed incredulity that WM would not accept cash and affirmed the issue would be heard before the Board shortly. He mentioned the Bureau of Land Management (BLM) wanted to change the lease with the airport in Spanish Springs and wanted an update on rumors of a desire to close the airport down. He wanted to know when the Board would receive an update about the issues in Lemmon Valley including the reopening of Lemmon Drive and the status of a discharge permit. He mentioned a conversation with Mr. Solaro about speeding on Silent Sparrow Drive and remarked signs displaying drivers' speed succeeded in reducing speeding.

Chair Lucey stated he looked forward to having a discussion about WM especially after seeing citizens in Commissioner Herman's district driving their cars for miles to be picked up. He agreed WM not accepting cash was ridiculous. He praised and thanked Truckee Meadows Fire Protection District firefighters for handling a fire at the Montreaux Barracuda golf tournament as well as fighting numerous fires throughout the area. Regarding speeding on Andrew Lane, he said staff was looking into adding speed bumps and solar signs to project speed limits, and he requested the Community Services Department staff to explore posting signs warning of wild horses.

County Manager John Slaughter announced the September 12 meeting would feature an update on flooding in the North Valleys and a WM update would be heard at the September 26 meeting.

DONATIONS

17-0646 **AGENDA ITEM 5A** Accept a one-time donation of public safety equipment and books [\$1,650.00 value] from Blue360 Media and Jox Sox to be used by Washoe County Sheriff's Office staff members. Sheriff. (All Commission Districts.)

Commissioner Jung read the donation and thanked the County's partners for creating a quality of life in the County.

On the call for public comment, Mr. Stuart Mackie looked forward to donating books to the same cause. He began speaking about an unrelated topic when Mr. Lucey admonished he needed to speak only on Agenda Item 5A's topic. Deputy District Attorney Paul Lipparelli clarified during general public comment items, citizens could

address any topic they wished, but on action items comments needed to be directed toward that item. He added it was within Chair Lucey's discretion as a presiding officer to ask Mr. Mackie to voluntarily cease and, if he refused, to take further action. Chair Lucey asked Mr. Mackie to stay on topic or to sit down. After further discussion, Mr. Mackie returned to his seat.

On motion by Commissioner Jung, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 5A be accepted.

CONSENT AGENDA ITEMS – 6A THROUGH 6J3.

- 17-0647** **6A1** Approval of minutes for the Board of County Commissioner's regular meeting of July 11, 2017. Clerk. (All Commission Districts.)
- 17-0648** **6A2** Acknowledge the communications and reports received by the Clerk on behalf of the Board of County Commissioners. Clerk.
- 17-0649** **6B** Authorize the Tax Collector to strike names and amounts identified on delinquency/uncollectible Personal Property Tax list for fiscal years 1986-87 to 2015-16, totaling \$34,667.96. Comptroller. (All Commission Districts.)
- 17-0650** **6C** Approve amendments totaling an increase of [\$2,083.00] in both revenue and expense to the FY18 Fetal Infant Mortality Review (FIMR) Program IO# 11176; and if approved, direct the Comptroller's office to make the appropriate budget amendments. Health District. (All Commission Districts.)
- 17-0651** **6D** Approve Library Services and Technology Act (LSTA) grant award from the State of Nevada in the amount of [\$3,000., no local match required] for a retroactive term effective July 1, 2017 through June 30, 2018 for the Community Enrichment Grant In Aid award; direct the Comptroller's Office to make the necessary budget amendments; and authorize the Director to sign the grant award documents. Library. (All Commission Districts.)
- 17-0652** **6E** Approve an interfund appropriation transfer from the Indigent Tax Levy Fund in the amount of \$150,000, to the Capital Improvements Fund, project number PWWF0709-Incline Community Center Phase I. The \$150,000 will be used to make safety and access improvements to the old Incline Village Library for use as the Incline Village Community Center. Senior Services. (Commission District 1.)
- 17-0653** **6F1** Approve an Easement Purchase and Sale Agreement and Easement Deed between Washoe County and Truckee Meadows Water Authority for a water facilities pump house easement totaling 10,000± square feet; a

water facility access easement totaling 14,515± square feet; and a water pipeline easement totaling 23,741± on APN 142-020-06, commonly known as the Effluent Reservoir Parcel [at the appraised value of \$12,136]. Community Services. (Commission District 2.)

- 17-0654** **6F2** Approve an Agreement between Washoe County and Celtic Celebration, Inc., to hold the Celtic Celebration special event at Bartley Ranch Regional Park on October 7-8, 2017, with a renewal option for 2018 and 2019. Community Services. (Commission District 2.)
- 17-0655** **6F3** Approve a State of Nevada Importer/Wholesaler Liquor License for William Ferrall, dba Lakeshore Premium Wines, at 923 Incline Way, Suite # 32B in Incline Village, Nevada, and if approved, authorize each Commissioner to sign the Nevada State Liquor License Application with direction for the County Clerk to attest the license application. Community Services. (Commission District 1.)
- 17-0656** **6G1** Acknowledge the awarded Technical Assistance Grant for the period of June 5, 2017 through June 5, 2018, between the County of Washoe, Second Judicial District Court of the State of Nevada, and the State Justice Institute, for the purpose of obtaining services from the National Center for State Courts to evaluate existing services and develop recommendations for a co-located Self-Help Center for self-represented litigants. This will be a joint project between the Second Judicial District Court and Reno Justice Court. The total cost of the project will be \$75,000. The Court will receive \$50,000 in grant funds and will provide a cash match of \$5,000 and an in-kind match of \$20,000. District Court. (All Commission Districts.)
- 17-0657** **6G2** Acknowledge a grant award of [\$30,000, no County match required], awarded to the Second Judicial District Court from the Lee F. Del Grande Foundation, retroactive July 1, 2017 through June 30, 2018 for the Family Peace Center, and direct the Comptroller's Office to make the necessary budget adjustments. District Court. (All Commission Districts.)
- 17-0658** **6H1** Acknowledge Receipt of the revised Washoe County 2017 Cash Controls Audit Report from the Internal Audit Division. Manager. (All Commission Districts.)
- 17-0659** **6H2** Approve Commission District Special Fund disbursement [in the amount of \$3,000] for Fiscal Year 2017-2018; District 1 Commissioner Marsha Berkbigler recommends [\$3,000] grant to Northern Nevada Literacy Council (NNLC) to sponsor one student to obtain their Certificate of High School Equivalency; approve Resolution necessary for

same; and direct the Comptroller's Office to make the necessary disbursements of funds. Manager. (Commission District 1.)

- 17-0660** **6I1** Approve award of Request for Proposal (RFP) #3025-17 to Alta Vista Mental Health, LLC. to provide onsite counseling and administrative services to eligible at risk individuals participating in Washoe County Social Services Housing programs, in the amount of [\$128,335]; authorize the Purchasing and Contracts Manager to enter into the Agreement for one (1) year, retroactive August 1, 2017 through June 30, 2018, with the provision for up to two (2) - one (1) year extensions [in the amount of \$128,335 per year], contingent upon funding. Social Services. (All Commission Districts.)
- 17-0661** **6I2** Approve award of Request for Proposal (RFP) #2993-17 to Alta Vista Mental Health, LLC to provide supervision and case management services at a shelter offering Temporary Assistance for Displaced Seniors (TADS), in the estimated amount up to [\$118,400] for the first year, on behalf of Washoe County Department of Social Services; and further to recommend that the Purchasing and Contracts Manager be authorized to enter into this Agreement for one (1) year, retroactive August 1, 2017 through June 30, 2018, with the provision for up to two (2) - one (1) year extensions, contingent upon funding. Social Services. (All Commission Districts.)
- 17-0662** **6I3** Approve the Professional Services Agreement with Affinity Solutions, LLC, a Nevada Limited-Liability Corporation, to provide Victim of Crime and Family Crime Act (VOCA) Grant Program Coordinator services retroactive July 1, 2017 to June 30, 2018 in the amount of [\$130,000], to support the FY18 VOCA grant anticipated to be accepted by the Board on August 8, 2017, funded 100% by VOCA. Social Services. (All Commission Districts.)
- 17-0663** **6I4** Approve to accept a supplemental grant from Behavioral Health, Prevention and Treatment (BHPT) program funds from the State of Nevada Division of Public and Behavioral Health (DPBH) in the amount of [\$28,815.02; no County match required] retroactive to February 11, 2016 through September 29, 2017 to assist clients moving from transitional housing into more permanent housing; authorize the Department to execute the award and, direct the Comptroller's Office to make the necessary budget amendments. Social Services. (All Commission Districts.)
- 17-0664** **6I5** Approve a Federal Title IV-B Subpart 2 grant award from the State of Nevada, Division of Child and Family Services in the amount of [\$58,000; county match \$19,333], retroactive to July 1, 2017 through June 30, 2018 to support adoption promotion and support services;

authorize the Department to execute the Sub-Grant Award and direct the Comptroller's Office to make the appropriate budget amendments. Social Services. (All Commission Districts.)

17-0665 **6J1** Approve funding [\$910.02, no match required], provided by the U.S. Department of Justice, United States Marshals Service (USMS) to reimburse the Washoe County Sheriff's Office for overtime costs associated with the United States Marshals Service Task Force and the Regional Sex Offender Notification Unit for the Sex Offender Compliance Sweep (Operation SOS) for the retroactive grant period of 6/20/17 through 6/24/17. Sheriff. (All Commission Districts.)

17-0666 **6J2** Acknowledge Receipt of Status Report of Commissary Fund submitted by the Washoe County Sheriff's Office Commissary Committee for Fourth Quarter for Fiscal Year 16/17. Sheriff. (All Commission Districts.)

17-0667 **6J3** Approve Sheriff's Security Agreement between the Hyatt Regency - Lake Tahoe and the Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security [costs to be reimbursed by Hyatt] during requested Hyatt Events, retroactively from July 4, 2017 through January 1, 2019 to be held at the Hyatt Regency - Lake Tahoe in Incline Village, Washoe County. Sheriff. (Commission District One.)

On the call for public comment, Mr. Stuart Mackie stated he did not wish to speak.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Consent Agenda Items 6A through 6J3 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 6A through 6J3 are attached hereto and made a part of the minutes thereof.

BLOCK VOTE – 9, 10, 12 THROUGH 24.

17-0668 **AGENDA ITEM 9** Recommendation to approve Library Services and Technology Act (LSTA) grant award from the State of Nevada in the amount of [\$96,000., \$222,200. match-library gift fund donations, and \$200,000. in-kind] for a retroactive term effective July 1, 2017 through June 30, 2018 for the automation for Early Literacy and Makerspace development and coalition; direct the Comptroller's Office to make the necessary budget amendments; and authorize the Director to sign the grant award documents. Library. (All Commission Districts.)

On the call for public comment, Mr. Stuart Mackie stated he did not wish to speak.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9 be approved, directed, and authorized.

17-0669 **AGENDA ITEM 10** Recommendation to approve a reclassification request of a vacant NNCTC Infrastructure Liaison Coordinator, pay grade P, to Criminalist II, pay grade NP as reported to the Job Evaluation Committee; and elimination of unused or obsolete job classifications as listed in Exhibit 1. Net fiscal impact is \$0. Human Resources. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10 be approved.

17-0670 **AGENDA ITEM 12** Recommendation to approve the sole source purchase of voting system hardware and software for the Registrar of Voters Office from Dominion Voting Systems; authorize the Purchasing and Contracts Manager to execute an agreement in the amount of [\$4,219,100], which includes first year maintenance as well as extensive training and support. Registrar of Voters. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 12 be approved and authorized.

17-0671 **AGENDA ITEM 13** Recommendation to approve Amendment #1 to Agreement Regarding November 2000 Parks, Trails and Open Space Bonds-Lake Tahoe Bike Path Project [Parks-WC-1-\$400,000] for Phase 4 of the Lake Tahoe Bike Path Project between Washoe County and Tahoe Transportation District (Agreement effective through June 30, 2019); authorize the Community Services Department Director to execute the Amendment #1 and all appropriate Tahoe Transportation District related agreements and documents. Community Services. (Commission District 1.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 13 be approved and authorized.

17-0672 **AGENDA ITEM 14** Recommendation to: (1) approve a change order [\$142,400.00] to D & D Roofing and Sheet Metal, Inc., for the addition of Housing Unit 8 Roof Replacement Project to the 911 Parr Lower Detention Roof Project; (2) Approve the purchase of roofing materials from Garland, DBS [\$81,728.08] utilizing Cobb County Georgia Bid No. 14-5903 pursuant to the joinder provision of NRS 332.195; and (3) approve a separate \$7,500.00 project contingency fund. Community Services. (Commission District 3.)

There was no public comment on this item.

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

17-0673 **AGENDA ITEM 15** Recommendation to approve the removal of uncollectible accounts receivable [totaling \$478,497.28] for the accounts returned October 2016 through December 2016. Comptroller. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 15 be approved.

17-0674 **AGENDA ITEM 16** Recommendation to approve the settlement of the claim of Washoe County v. Southwest Civil Constructors, et al on the terms and conditions of the attached settlement agreement for all claims against all defendants. Comptroller. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 16 be approved.

17-0675 **AGENDA ITEM 17** Recommendation to approve the FY17/18 Interlocal Cooperative Agreement for Operation of the Community Assistance Center and Other Homeless Services Among the City of Reno, Washoe County and City of Sparks retroactive for the period of July 1, 2017 to June 30, 2018 in an amount not to exceed [\$2,418,189] for the operation of the Community Assistance Center. Senior Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 17 be approved.

The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

17-0676 **AGENDA ITEM 18** Recommendation to accept grant awards from the Nevada Aging and Disability Services Division for the following Older Americans Act Title III Programs: Adult Day Care [\$62,924 match of \$9,439 from ad valorem tax], Representative Payee [\$31,218 match of \$5,510 from ad valorem tax] and Homemaker Services [\$72,000 match of \$10,800 from ad valorem tax]; and the following State of Nevada Independent Living Programs: Case Management [\$156,249 match of \$27,577 from ad valorem tax], retroactive from July 1, 2017 through June 30, 2018; and authorize the Department to execute the grant award documents. Senior Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 18 be accepted and authorized.

17-0677 **AGENDA ITEM 19** Recommendation to approve Interlocal Contract between the Department of Health and Human Services (Division of Health Care Financing and Policy) and the County of Washoe (Senior Services) to authorize Senior Services to accept from Nevada Medicaid Administrative Claiming reimbursements for services retroactively from July 1, 2017; and for medical services retroactively from July 1, 2017 through June 30, 2022. Approval of contract and funding is contingent upon state and federal approval of Senior Services' cost allocation plan and rate methodology; and if approved, authorize Chairman to execute Contract. Senior Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 19 be approved and authorized. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

17-0678 **AGENDA ITEM 20** Recommendation to approve Agreement for Independent Living Services between The Children's Cabinet and Washoe County in response to Request for Proposal (RFP) #2999-17 in the amount of [\$425,000] retroactive for the period of July 1, 2017 through June 30, 2018, with an option to renew for two (2) additional one (1) year periods; and authorize the Department to execute the agreement. Social Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 20 be approved and authorized.

17-0679 **AGENDA ITEM 21** Recommendation to approve an amendment in the amount of [\$25,000] to the FY17/18 sub grant agreement for the Continuum of Care services between Washoe County and Volunteers of America, Greater Sacramento and Northern Nevada, Inc. (VOA) for a total amount not to exceed [\$161,543] and approve resolution necessary for same for the term of August 1, 2016 - July 31, 2017. Social Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 21 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

17-0680 **AGENDA ITEM 22** Recommendation to accept FY18 Victim of Crime Act (VOCA) sub-grant award from the State of Nevada Division of Child and Family Services in the amount [\$2,087,400; \$521,850 County match] retroactive for the period July 1, 2017 to June 30, 2018; authorize the Department to execute the Sub-Grant Award and direct the Comptroller's Office to make the necessary budget amendments. Social Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 22 be accepted, authorized, and directed.

17-0681 **AGENDA ITEM 23** Recommendation to approve a Chafee Sub-Grant Award from the State of Nevada, Division of Child and Family Services (DCFS) in the amount of [\$225,000; match of \$56,250], retroactive to July 1, 2017 through June 30, 2018 to support youth in making the transition from foster care to economic self-sufficiency; authorize the Department to execute the Sub-Grant Award and direct Comptroller's Office to make the appropriate budget amendments. Social Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 23 be approved, authorized, and directed.

17-0682 **AGENDA ITEM 24** Recommendation to accept a grant from the Fund to Assist Former Foster Youth (FAFFY), State of Nevada, Division of Child and Family Services (DCFS) in the amount of [\$250,000 no county match], to assist youth in making the transition from foster care to economic self-sufficiency, retroactive from July 1, 2017 through June 30, 2018; authorize the Department to execute the Sub-Grant Award and direct the Comptroller's Office to make the appropriate budget amendments. Social Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 24 be accepted, authorized, and directed.

17-0683 **AGENDA ITEM 7** Appearance: Dr. Laura D. Knight, Chief Medical Examiner and Coroner Washoe County Medical Examiner
Presentation and acknowledgement of receipt of the Washoe County Regional Medical Examiner's Office 2016 Annual Report. [10 minutes.]

Dr. Laura Knight, Chief Medical Examiner and Coroner, conducted a PowerPoint presentation with the following slides: Presentation of Annual Report to Board of County Commissioners; Regional Medical Examiner's Office (MEO); First Annual Statistical Report; Mission Statement; 18 Additional Counties Rely on Us; Deaths Reported to WCRMEO; Reasons for increased caseload; Total Cases by Type; Total Examinations; Total Examination Cases by Sex; Transportation Deaths; Drug Intoxication Deaths (two slides); Washoe County Homeless Persons; Accidental Homeless Deaths; Washoe County Senior Deaths; 2016 Statistics of Interest; and Report Available.

Dr. Knight noted completion of this type of report reflected upon the resources available to the department, the level of staffing, and the improved technology in collecting the data. She indicated it was a hurdle they overcame on their goal of national accreditation by the National Association of Medical Examiners. She mentioned the MEO covered a total population of just under one million, of which 30 percent of the caseload came from outside counties. She pointed out the number of total deaths reported had nearly tripled over the past ten years. She suggested many deaths seen by the MEO were violent deaths and deaths involving risk-taking, both of which affected the male population more. She explained homeless persons were defined as individuals listed as transient or with no fixed address. She said 78 percent of accidental senior deaths were due to falls.

Commissioner Jung thanked Dr. Knight for the presentation and asked about what happened with unclaimed bodies. Dr. Knight answered sometimes they were provided with a public burial but there was no agreement with any schools of medicine to donate unclaimed bodies for research. Any agreements like that were made by the decedents before the victim passed away. Commissioner Jung requested Dr. Knight research best practices, noting other communities gave unclaimed bodies to medical schools in the community. When asked whether she predicted the opioid crisis would reach epidemic levels in Washoe County, Dr. Knight replied drug trends tended to move from the east coast to the west but this epidemic had not yet reached the west coast. She hoped prevention efforts would mitigate the impact within the County. Commissioner Jung praised Governor Brian Sandoval for tackling the issue and suggested Dr. Knight give her MEO Annual Report presentation to the Cities of Reno, Sparks, and the Washoe County School District.

Responding to Commissioner Hartung's query, Dr. Knight said the report did not capture all deaths in the County, only those reported to her office. A complete tabulation of deaths could be found at the office of vital statistics. Commissioner Hartung applauded the MEO's efforts in organ donation and asked how they accommodated donors. Dr. Knight responded the MEO prioritized giving decedents the opportunity to authorize donation before life support was removed. She explained they worked with organ donation agencies who often notified the MEO of potential donor opportunities. She clarified the one pending senior death case listed on one of the presentation slides was still under investigation.

Chair Lucey expressed frustration that, though prescription drug deaths outpaced illicit drugs annually, there was a bigger fight against illicit drugs than opioids. He noted the Governor and the Attorney General were providing local sheriff's offices with the resources to battle it. He expressed sadness about the number of indigent deaths in the community and hoped to see those numbers reduced. He thanked Dr. Knight for the data and insight. Commissioner Jung added this was the first time a report like this was produced and stressed its importance to taxpayers.

On the call for public comment, Mr. Stuart Mackie was called but was not present to speak.

17-0684 **AGENDA ITEM 8** Recommendation to award Request for Proposal (RFP) #3023-17 for Victims of Crime Act (VOCA) Victim's Services Coordinator to Megan Lucey, Esq., the sole bidder, and approval of the Professional Services Agreement to provide Victim of Crime and Family Crime Act (VOCA) Victim Services Coordinator services retroactive July 1, 2017 to June 30, 2018 in the amount of [\$95,000], to support the FY18 VOCA grant anticipated to be accepted by the Board on August 8, 2017, funded 100% by VOCA. The Washoe County Commission is considering purchasing services from a business entity in which a member of the Commission (Bob Lucey) may have a significant pecuniary interest and

who will not participate in the decision. Social Services. (All Commission Districts.)

Chair Lucey disclosed that Megan Lucey, the sole bidder on the agreement, was his wife. He consulted with District Attorney Christopher Hicks and, based on Mr. Hicks' written advice and pursuant to Nevada Revised Statute 281A.420, he was abstaining from participating in or voting on Agenda Item 8. He placed a copy of the written legal opinion on file with the Clerk.

11:16 a.m. Chair Lucey left the meeting and Vice Chair Berkbigler assumed control of the meeting.

Amber Howell, Social Services Department Director, announced the Social Services Department received \$2 million from the federal Victims of Crime Act for the second year. With that money came many opportunities that the department needed someone to manage. She stated the position would have different responsibilities. First someone was needed to analyze the tremendous amount of new legislation and train staff accordingly. Second, the position would help develop a pilot program to assist in the adoption of the 72 children in Social Services' foster care program as well as to review and expand the Temporary Assistance for Displaced Seniors program.

Ms. Howell stated the position's first priority would be to solve the foster program's backlog. Another responsibility would be to develop a streamlined process to research and find relatives of foster children or other placement for those children. She added the position would prioritize which cases could go to mediation instead of termination of parental rights, which was beneficial to the children. The position would analyze case transfers to maximize funding. The position would also review post-adoption agreements, determine the rights of biological parents, and assess the adult and senior aspects of the department. She remarked it cost the County between \$500 and \$700 a day to house a foster child but the State paid for the adoption of that child.

Commissioner Hartung asked about the process of finding a qualified candidate. Washoe County Comptroller Cathy Hill responded the Request for Proposal (RFP) went out to seven organizations that met the qualifications for the bidding process. Of those only one organization returned with questions and ultimately only one bidder responded to the RFP. Commissioner Hartung asked if Mrs. Lucey would be eligible for the Public Employee Retirement System or for medical benefits, to which Ms. Hill replied she would not be because she would be an independent contractor.

On the call for public comment, Ms. Cathy Brandhorst spoke on matters of concern to herself, during which Vice Chair Berkbigler reminded her to stay on topic.

Mr. Stuart Mackie was called but was not present to speak.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Chair Lucey recused from voting, it was ordered that Agenda Item 8 be awarded.

17-0685 **AGENDA ITEM 11** Recommendation to approve award of grant from the Nevada Office of the Attorney General in the amount of [\$1,641,617.00, no County match required] to pay for the salaries of six full time DNA Criminalists for one year, a laboratory remodel to accommodate the new DNA Criminalists, and costs associated with the testing of sexual assault kits collected from January 2015 through June 2019; authorize Human Resources to create six Criminalist II positions, pending evaluation by the JEC; approve interfund appropriation transfers to track grant and capital funds; and direct the Comptroller's Office to make the necessary appropriation transfers and budget amendments. Sheriff. (All Commission Districts.)

County Manager John Slaughter pointed out staff requested this item not be included in the block vote so the project could be highlighted. Vice Chair Berkbigler stated the project was a result of Assembly Bill (AB) 97 and expressed pride in it.

Kerri Heward, Director of the Washoe County Sheriff's Office (SO) Forensic Science Division, expressed excitement to have the staffing to move forward with the project. When asked what the project would entail, she replied all sexual assault kits other than those deemed anonymous would be submitted to one of two crime labs in Nevada. According to AB97, the kits must be submitted within 30 days and tested within 180 days; without the funding to hire more individuals there would not have been the capacity to perform such a task.

Responding to Commissioner Berkbigler's query, Biology Section Supervisor Lisa Smyth-Roam predicted they would receive 300 to 350 kits a year, roughly five times as many as in past. Commissioner Berkbigler commented testing those kits could result in arresting repeat sexual offenders thus lowering the number of kits to test going forward.

Commissioner Jung recalled during the Brianna Dennison case in 2008 fundraisers were held to push the DNA processing ahead. She stated the program made the County a safer place and brought resolution to the victims. She praised the intellect of the employees of the crime lab.

11:29 a.m. Chair Lucey returned to the meeting and assumed the role of Chairman.

Commissioner Hartung commended the crime lab's staff for solving as many crimes as they did with antiquated equipment. He told a personal story related to the Brianna Dennison case. Mr. Slaughter remarked staff from the SO, the Manager's office, and the Attorney General worked together to make this happen. He reminded the

Board the bill only provided funding for one year and stressed the County needed to commit to finding permanent funding for the program, a proposition with which Chair Lucey agreed. He hoped the additional staffing would help the lab.

Commissioner Jung requested a future agenda item regarding the government services tax and how it could be used to fund the program. She asked staff to determine where tax money would have the most effect. She pointed out sexual assault affected men, women, and children.

On the call for public comment, Mr. Stuart Mackie was called but was not present to speak.

Ms. Cathy Brandhorst spoke about matters of concern to herself.

Mr. Pete Todoroff stated Assemblywoman Lisa Krasner made the bill effective for up to twenty years. He indicated he was a victim of sexual assault and stressed Assemblywoman Krasner's actions regarding the bill were first class.

Commissioner Hartung expressed surprise at how closely the forensics lab worked with the Medical Examiner's Office and requested a future presentation about their collaboration.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 11 be approved, authorized, and directed.

17-0686 **AGENDA ITEM 25** Update on Wildland Fire Season. Manager and Truckee Meadows Fire Protection District. (All Commission Districts.)

Truckee Meadows Fire Protection District (TMFPD) Battalion Chief Sam Hicks provided a handout which was distributed to the Board and placed on file with the Clerk. He reviewed the statistics given in the handout. When asked if any structures were lost in the Chilcoot fire, he did not think so but noted he was on a different fire at the time. He noted the TMFPD paid special attention to the Chilcoot and Poslin fires because they presented the danger of spreading into Nevada. Those fires were contained by rainfall and the diversion of resources from other fires. He added the Poslin Mine was threatened at one time but not any longer.

He displayed a fire map which was placed on file with the Clerk. He stated there were probably twice as many fires as shown on the map, but the rest were smaller; some were as small as single-tree incidents. He confirmed about 250,000 acres had burned this fire season, which was about two-thirds complete. He indicated he would provide the Board with statewide statistics later, but noted Carson City Bureau of Land Management (BLM) districts saw 185,000 acres burned, National Division of Forestry (NDF) districts had 160k acres burned, and Nevada as a whole saw over 1,100,000 acres burned through the first part of August. He said that amount was equivalent to other high

fire seasons like 1996 and 1999. He reviewed an extreme fire behavior pamphlet and placed it on file with the Clerk. He stated limiting a fire's spread to less than 1,000 feet was considered a success; by that token and by the limited amount of structure loss encountered, he said the district had been successful. He announced a house in District 17 was struck by lightning, causing a small fire and structural damage. He warned the ongoing thunderstorms could increase in severity and cause flooding.

Prompted by Commissioner Jung's question, TMFPD Fire Chief Charles Moore clarified the map showed fires with controlled perimeters; there were no active fires at the time of the meeting. Commissioner Jung asked about the naming of fires, to which Chief Hicks replied names were assigned by the closest geographic feature when the Incident Commander arrived at the fire. He stated the fire that threatened North Red Rock Road was the Cold Springs fire. Commissioner Jung said citizens near the area were thankful and she praised Chief Moore for prioritizing structures and property over saving vegetation. She relayed a personal story about a family member who lived in the area. Chief Hicks emphasized the importance of defensible space. Commissioner Berkgigler echoed Commissioner Jung's comments and praised the department's focus on protecting structures.

Commissioner Hartung asked about lost structures, to which Chief Hicks said he thought one trailer was lost in the Winnemucca Ranch Fire. When asked by Commissioner Hartung for a historical comparison, Chief Hicks stated 2017 was almost exactly on par with 1999, a statistic correlated by the Governor's report on the fire season. Commissioner Herman thanked the TMFPD on behalf of District 5.

Chair Lucey asked about the status of the staff. Chief Hicks responded many in the department were young and had not seen this type of fire behavior before. He added they were still engaged and happy to work. Chair Lucey stated one of the reasons for the update was to make the citizens aware that the County and the TMFPD work synonymously with both Animal Services and Human Services. He thanked Chief Hicks and the County's communication department for their efforts to spread awareness of fire danger. Commissioner Hartung added the cross-training received by TMFPD firefighters allowed them to fight any type of fire and commended their fitness levels.

Chief Hicks noted there were 973 human-caused fires statewide which burned 592,000 acres and 645 lightning-caused fires covering 960,000 acres. He specified he did not have a breakdown of the causes of the human-caused fires. Commissioner Hartung requested that breakdown for a future agenda item so the Board could be proactive. Commissioner Jung relayed a rumor she heard about an arsonist. Chief Hicks said there was an origin determination made on every fire but there was no indication any were caused intentionally. Commissioner Jung remarked if the leaders of the Sagebrush Rebellion had their way and the NDF and BLM did not provide assistance, the County would not have the funding capability to fight those fires.

17-0687 **AGENDA ITEM 30** Possible Closed Session for the purpose of discussing labor negotiations with Washoe County and Truckee Meadows Fire Protection District per NRS 288.220.

Before Chair Lucey recessed the meeting, County Manager John Slaughter requested they go into closed session.

On the call for public comment, Mr. Stuart Mackie was called but was not present to speak.

On motion by Commissioner Jung, seconded by Commissioner Hartung, 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.

12:03 p.m. **The Board recessed.**

1:31 p.m. **The Board reconvened with all members present.**

PUBLIC HEARINGS

17-0688 **AGENDA ITEM 26** Public Hearing: For possible action to conduct a second reading and adopt an ordinance amending Washoe County Code Chapter 45 by revising provisions relating to the Washoe County Departments of Social Services and Senior Services by combining the two into the Human Services Agency; by repealing the Social Services Advisory Board, adding and revising various definitions, and all other matters properly relating thereto. The Board of County Commissioners introduced and conducted a first reading of the proposed ordinance change on June 27, 2017. Social Services. (All Commission Districts).

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. Mr. Stuart Mackie was called but was not present to speak.

Nancy Parent, County Clerk, read the title for Ordinance No. 1600, Bill No. 1781.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, Chair Lucey ordered that Ordinance No. 1600, Bill No. 1781, be adopted, approved and published in accordance with NRS 244.100.

17-0689

AGENDA ITEM 27 Public Hearing: Master Plan Amendment Case Number WMPA17-0001 - (1) To acknowledge receipt of the Planning Commission's report regarding the Board of County Commissioners' action on May 23, 2017 to reverse the Planning Commission's action of April 4, 2017 to deny WMPA17-0001; and (2) For possible action, public hearing and discussion to adopt an amendment to the Washoe County Master Plan, Spanish Springs Area Plan to amend the text within Table C-3, Allowed Uses (Commercial Use Types) in the Spanish Springs Area Plan to allow "Storage of Operable Vehicles" (including RV storage) in the Neighborhood Commercial (NC) regulatory zone, subject to the issuance of a Board of Adjustment approved special use permit. If the applicant's request is approved, staff recommends: (1) that the Personal Storage Guidelines of Appendix A of the Spanish Springs Area Plan (Western Theme Design Guidelines) also be updated to reflect the allowance of the Storage of Operable Vehicles commercial use type in the NC Regulatory Zone; and (2) clarifying that these design guidelines are applicable to this commercial use type throughout the NC Regulatory Zone in the Spanish Springs planning area. If adopted, amendments will be effective if and when the Regional Planning Commission finds that the amendment conforms to the Truckee Meadows Regional Plan. The request potentially impacts all properties with the NC regulatory zone within the boundaries of the Spanish Springs planning area. The Manke Family Trust is the applicant. Community Services. (Commission District 4.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of Agenda Item 27.

A copy of an amended Exhibit A-1 was distributed to the Board by County Clerk Nancy Parent and placed on file with the Clerk.

Kelly Mullin, Planner with the Community Services Department, pointed out this item came before the Board in May of 2017. She conducted a PowerPoint presentation with the following slides: Washoe County Commission; Summary of Request; Areas of Neighborhood Commercial; Action to Date; Planning Commission Report; and County Commission Options.

Ms. Mullin explained the Spanish Springs Area Plan had its own table of uses which was separate from the County's general table of uses. The applicant sought to change the plan to allow for storage of operable vehicles with the issuance of a special use permit (SUP). The SUP would require that a project proposal be analyzed for potential impacts to surrounding properties to determine if the proposal was appropriate. She reminded the Board they received a copy of the amended Exhibit A-1.

Commissioner Hartung requested the Board not change the Spanish Springs Area Plan, though he asked they permit him to authorize a single exception for

the applicant's parcel. He stated the parcel had unique characteristics which made the request proper but there were other zoned parcels in Spanish Springs for which approval would not be appropriate. He expressed concern about not knowing how many parcels in Spanish Springs would be designated as neighborhood commercial zones (NCZs). He suggested making a motion to deny the change to the area plan with the caveat that the applicant's proposal be accepted. Commissioner Jung said she would second that motion.

On the call for public comment, Mr. Gordon Astrom spoke against changing the plan and conducted a PowerPoint presentation and reviewed the following slides: Appeal; Item #1 (two slides); Item #2; Item #3; Item #5; Appendix C; and Questions.

Ms. Francie Astrom conducted a PowerPoint presentation. She stated Spanish Springs was growing rapidly and agreed with Commissioner Hartung that restructuring certain zones could affect many acres of land, some of which had not yet been zoned. While she preferred not to have personal storage at the location in question, she accepted it since it was an approved use of the land. She objected to the storage of operative vehicles and opined no changes should be made to the current list of uses in Spanish Springs.

Mr. Stuart Mackie was called but was not present to speak.

Mr. Don Christensen noted he had a vested interest because a parcel adjacent to his would be impacted by the potential rezoning. He mentioned his opinion had softened about the specific parcel requested by Mr. Manke with the assurance it would not affect properties near his home. He objected to the storage of operative vehicles in general and claimed the applicant was showing bad faith by not taking care of the property's weeds or fence.

Mr. Dan Gearhart, sales agent for the Shadow Ridge development, opposed the proposed amendment. He argued the definition of operable vehicles was too broad and he did not want to see undesirable vehicles in his community. He added he was open to Commissioner Hartung's suggestion of permitting just the one applicant to store operable vehicles.

Ms. Cathy Brandhorst spoke about matters of concern to herself. Chair Lucey interrupted her to remind her to stay on topic.

Commissioner Hartung stated as part of the Community Advisory Board he was involved with drafting the master plan in the 1990s. He reiterated the particular parcel in question was unique and stressed the importance of compromise.

Commissioner Berkbigler expressed concern about making changes to master plans that could impact areas not yet developed. She acknowledged she approved the action taken by the Board regarding the parcel in May, but upon subsequent reflection

said she supported Commissioner Hartung's motion affirming the Planning Commission's decision while approving the one specific parcel.

Deputy District Attorney Paul Lipparelli reminded the Board the item was an action on a master plan amendment proposal and the Board could vote either way depending on the findings. He stated any later proposal to change zoning would have to stand on its own. He said if the Board chose to uphold the Planning Commission's report there was a recommended motion in the staff report which provided a place to insert findings; he added it would be appropriate to make them.

Derek Kirkland from Wood Rogers Inc., representing the Manke family, stated they were interested in the suggested compromise and requested clarification as to what the next steps would be.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered to deny Master Plan Amendment Case Number WMPA17-0001 based on the Board's inability to make any of the required findings regarding consistency with the master plan, compatible land uses, response to changed conditions, availability of facilities, or the desired pattern of growth as listed on page four of the staff report.

Mr. Lipparelli confirmed the motion was acceptable as the relevant code required three of five findings be made to amend the master plan and Commissioner Hartung contended none of the findings could be made.

17-0690 **AGENDA ITEM 28** Public hearing and discussion to affirm, modify or reverse the Planning Commission's approval of (1) Tentative Subdivision Map Case Number TM16-009 (Ascenté), a 225-lot single-family common open space subdivision on two parcels totaling ±632 acres, and (2) Special Use Permit Case Number SW16-003 (Ascenté Water Tank) a 560,000 gallon water storage tank. The site is located south of Fawn Lane and east of Shawna Lane within Section 1, T17N, R19E, MDM, Washoe County, NV. The parcels (APNs: 045-252-14 and 045-252-15) total ±632.13-acres size and are within the boundaries of the Forest Area Plan. The Master Plan Categories are Suburban Residential and Open Space, and the Regulatory Zones are Medium Density Suburban (MDS - 3 dwelling units per acre), Low Density Suburban (LDS - 1 dwelling unit per acre) and Open Space (OS). The property owners are Gary Nelson and Jeannie Janning, the tentative subdivision map applicant is Symbio Development, LLC, and the appellant is Callahan Neighbors Community Group (Ryan Loetscher, Todd Mihevc, Ken Allen and Kris Hemlein). Community Services. (Commission District 2.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of Agenda Item 28.

Prior to any discussion or action, Chair Lucey disclosed Nick Vander Poel was not only a paid consultant of the Ascenté project's developer but he was a paid member of Chair Lucey's election campaign staff and would be serving in that capacity in the upcoming election. Additionally, Chair Lucey stated he and Mr. Vander Poel were close friends. Based on legal written advice from the District Attorney's Office and pursuant to Nevada Revised Statute (NRS) 281A.420, Chair Lucey announced he would abstain from participating in or voting on the Ascenté project. A written opinion was placed on record with the Clerk. He acknowledged it was a difficult decision but he did not want to burden the developer, the County, or the appellants with the legal consequences of participating in the matter when he was legally prohibited from doing so. He handed control to Vice Chair Berkbigler for the remainder of the meeting.

2:06 p.m. Chair Lucey left the meeting and Vice Chair Berkbigler assumed control of the meeting.

On the advice of Deputy District Attorney Paul Lipparelli, Vice Chair Berkbigler invited staff to speak first, followed by the appellant, the developer, and finally public comment.

Trevor Lloyd, Senior Planner with the Community Services Department, conducted a PowerPoint presentation with the following slides: Tentative Map Case No. TM16-009; Vicinity Map; Ascenté Tentative Map; Potential Wetlands; New Condition; Appellant Concerns; Grading; Traffic; Previous Meeting; and Possible Motion.

Mr. Lloyd summarized the nature of the item and reminded the Board the map was approved by the Planning Commission (PC) at their June 6, 2017 meeting. He noted the 632 acre property would be located south of Mt. Rose Highway and east of Callahan Road. He pointed out the areas of potential wetlands in the tentative map and mentioned staff wanted to add to a new condition 1Z that the developer obtain an Army Corps of Engineers certification before issuance of any permits.

Mr. Lloyd addressed each of the appellant's concerns. Regarding the claim that the development violated the Mt. Rose Scenic Byway Corridor Management Plan, he stated that was a subjective claim since the plan laid out general goals and was not policy; it was merely a guideline. The appeal contended there were no elements of low-impact development or groundwater recharge proposed with the project. He responded condition D2 required the applicant to submit a low impact development design plan with the submittal of the first final map to incorporate groundwater recharge within the design. He noted the plan did not propose any public trailhead locations on the site; the proposed trails would connect existing trails but there would be no new trailheads. In regard to the assertion that the proposal's hydrology study underestimated the measured values for runoff, staff contended the four proposed storm-water detention ponds were oversized to handle capacity. The appeal stated the plan should include the full buildout to fully understand all implications, but the County did not require any plans to have full buildouts until the final design stage. He stated the appeal expressed concern about lead contamination and the soil study provided did not adequately address the concerns. He

stated because studies like these were not required by the County or the State, staff was not qualified to address such a study. He indicated the study and its responses were sent to the Health Department and the Division of Environmental Protection, neither of which had any negative concerns.

Mr. Lloyd showed a map illustrating a two thirds reduction in the amount of grading proposed. He indicated the PC approved the project at their June 6, 2017 meeting by a 5 to 1 vote while the members of the South Meadows Citizen Advisory Board (CAB) unanimously recommended denial of the project. While the staff report laid out three possible motions, he said staff recommended affirming the PC's decision with the modification to include the additional condition previously referenced. He pointed out the presence of Community Services Department (CSD) Planner Kelly Mullin, CSD Division Director of Engineering Dwayne Smith, and Truckee Meadows Fire Protection District (TMFPD) Chief Charles Moore.

Commissioner Hartung referenced one of the possible motions to modify the PC's action which was listed in the staff report and inquired whether the Board could elect to modify the action in any other way. Mr. Lipparelli responded modifications were permitted. Commissioner Hartung asked whether suggested modifications had to return to the PC since they were the approving agency. Mr. Lipparelli replied if it was a master plan issue, it would have to go back, but since the item was an appeal, they did not have to. He recommended obtaining the developer's position on staff's suggested condition so the record would be clear.

When asked by Commissioner Hartung where the 610,000 cubic yards of excavated material would go, Mr. Lloyd responded it would be distributed evenly on site with any remaining stockpiles being placed on the opposite side of the ridge. Commissioner Hartung wondered what the difference was between Matera Ridge, approved in 2009, and the Ascenté project since they were both located in the same area. Mr. Lloyd responded Matera Ridge was not a project but rather it was part of an overall update of the Forest Area Plan (FAP). He confirmed Commissioner Hartung's assertion that zoning had been changed as well as policies identifying future development of the Matera Ridge property, which was now called Ascenté. He stated at that time there was no project, nor were there geotechnical or traffic studies.

Commissioner Hartung asked whether the traffic study considered construction traffic. Mr. Lloyd answered the traffic study represented the impact of the final buildout but it did not go into specific detail about construction traffic; the traffic engineer or Mr. Smith could better answer the question.

Mr. Kenneth Allen spoke on behalf of the Callahan Ranch community and conducted a PowerPoint presentation. He asked that any Commissioners receiving financial contributions from the appellant or the applicant to recuse themselves and Vice Chair Berkbigler assured him Chair Lucey had already recused himself.

Mr. Allen contended the Ascenté subdivision map violated the FAP by changing the rural character of the area and violated the Mount Rose Scenic Biway Plan by substantially impacting the viewshed. He further claimed the plan violated the Land Use and Transportation (LUT) document by not providing connectivity or protecting the health and safety of the community. He noted the CAB voted against the measure and said the concerns raised by the CABs had not been addressed. He addressed Commissioner Hartung's earlier question by saying Matera Ridge's zoning was put into the master plan without going through the zoning change process.

Mr. Allen stated Ascenté's plan lacked policy enforcement and did not address traffic concerns or enhance the neighborhood. Further, connectivity and fire safety were not addressed in the plan. He claimed because of increased precipitation, the area had a fuel level two to three times greater than that of Reno. He contested the development would add houses along the current evacuation route with no additional fire exits and Ascenté's response was they would pave the road at the end of Brushwood Way. The development's close proximity to Route 580 created a huge source for ignition. He admitted the project design provided for the removal of vegetation for 30 feet around homes but said Truckee Meadows Fire Code stated it should 50 feet because they were in a high fire zone. He requested the Board seek clarification of those standards from the TMFPD.

Mr. Allen noted 500 homes exited via either Callahan Road or Fawn Lane and he expressed concern about preserving safety when 225 more homes were added. He suggested connecting the development to Thomas Creek Road to mitigate some of the issues. He quoted the LUT report which said the issuance would not be detrimental to public safety and that new development must promote connectivity to the neighborhood. He indicated two of the four roads that dead-ended into the Ascenté project would be closed down, further hindering connectivity. He reviewed several slides about the traffic study that was performed and claimed simply maintaining the level of service was not sufficient to satisfy the FAP or the LUT. He suggested conducting a new traffic study.

Mr. Allen reiterated the need for a connection to Thomas Creek Road. He added a representative from the Nevada Department of Transportation (NDOT) preferred the connection and said Matera Ridge's representative had planned to build the road. He stated the intersection of Callahan Road and State Road 431 was rated F and adding 225 homes would not help. He questioned who would pay for any damage to Fawn Lane caused by heavy construction vehicles. He recommended moving the construction of the Tioga and Whitney villages to phase two where those residents could exit through the Thomas Creek Road connector, thus reducing the daily trips on Fawn Lane and Shawna Lane.

Mr. Allen reviewed previous precedents set by the County regarding ditches and walkways, all of which he stated proved effective. He urged the Board to place conditions on traffic studies, evacuation timelines, ditch and walkway work, and connectivity before approval. He suggested Ascenté should post a bond which would not be returned if the LOS was not improved.

Mr. Allen read part of the 2010 FAP regarding buffering. He indicated the buffering in the Matera Ridge overlay district was originally 200 feet of open space while Ascenté was proposing 40 feet. He said a larger buffer zone could help with fuel mitigation, emergency access, wildlife cover, and enhancement of the new development's character. He stated buffering should be in place before Ascenté could sell any property.

Regarding blasting, Mr. Allen said the County had no blasting protocols and Ascenté's blasting experts had not shared their protocols. He mentioned national blasting regulations could require evacuation within a half mile from the site as well as inspection of nearby homes. He asked the board to deny the tentative map or include the condition of allowing residents to know the particulars of any potential blasting. He repeated his recommendation for Ascenté to have a cash bond to mitigate some of the concerns residents had.

Commissioner Jung asked for clarification about disclosing campaign contributions and the NRS. Mr. Lipparelli answered it was sometimes required for public officers to disclose gifts, loans, financial commitments, and other connections to people presenting a matter to the Board. However, he stated ethics laws did not include timely-reported campaign contributions as a type of financial connection requiring a separate disclosure.

Commissioner Jung asked whether Mr. Allen met with the developers regarding buffering, blasting, and bonding. Mr. Allen replied there were two open meetings and the community expressed concerns there. Commissioner Jung said she had strongly suggested to one of the appellants to meet with the developer. Mr. Allen replied the developer reached out to them but no meeting resulted.

Commissioner Hartung wondered whether the same buffering requirement existed when the properties off Callahan Road were approved. Mr. Allen responded the plot maps had acre parcels or more but the home sites were only a half-acre; the buffer was built into the plan. He claimed this was done because of both the number of geological faults in the area and to provide open space. Commissioner Hartung remarked by Mr. Allen's logic the back yards in Ascenté's plan should be added to the 40 feet of buffer space. Mr. Allen stated the average backyard in the Sierra development would be 30 feet, 40 feet for the Donner development. He alleged at the time of zoning the buffering was 200 feet. When Mr. Allen contended there were no amenities like parks or public spaces, Commissioner Hartung noted there was open space. Mr. Allen stated the open spaces were on 25 degree slopes. Commissioner Hartung asked if a 100 foot buffer would make an appropriate compromise. Mr. Allen suggested with a larger buffering zone, flatter walking trails could be put in along with landscaping and crested wheatgrass to prevent fire spread.

Commissioner Hartung reminded Mr. Allen that his home was the result of someone asking for a land use change. Mr. Allen recognized Ascenté was going to be built but he wanted to make sure it was an enhancement to the community and did not

threaten anyone's safety. He noted the Callahan Ranch area had been evacuated more than any other besides Peavine. He answered Commissioner Hartung's question that the area had 163 wells, to which Commissioner Hartung stated the development would be on municipal water with regularly-spaced fire hydrants, a potential benefit.

Commissioner Hartung told a story about witnessing a blasting session in Spanish Springs and noted it was anti-climactic. Mr. Allen reiterated residents had many concerns with blasting but no one had explained what to expect with livestock and wells. Commissioner Hartung said for the initial blasting session the neighbors would be notified well in advance. Mr. Allen stated the rock in the area was andesite, one of the hardest rocks there is, to which Commissioner Hartung countered by saying the hard granite at Rocky Ridge was the standard by which all road-based material was based. Mr. Allen repeated that the citizens needed more knowledge and understanding.

Angela Fuss conducted a PowerPoint presentation on behalf of the applicant with the following slides: Introduction; PROCESS: Forest Area Plan; Community Outreach & Public Input; Changes to the Ascenté Design; Outcome of Redesign; and Thank You.

Ms. Fuss noted the Ascenté project had been in the works for a year and a half. When discussions began to update the FAP in 2005, the Matera Ridge project was coming forward, though it was not fully a project then. Regarding the density issue, she noted the zoning took effect as part of the Area Plan. She emphasized the project was not a change in any Master Plan, it was a tentative map. She pointed out whenever a developer was dealing with hillsides, they were supposed to cluster development to avoid having development on steep slopes. With regard to the criticism that the development did not meet the intent of the Mount Rose Scenic Byway Corridor Management Plan, she mentioned the FAP referenced the corridor plan 24 times. She admitted when Matera Ridge planned on adding 2,000 units, a connector to Thomas Creek Road would have been necessary; with only 225 units, it was not necessary. She added the next batch of development would require an additional access point.

Ms. Fuss stated before a plan was created, the developers sent out six hundred letters inviting people to two community meetings. The biggest concerns heard were traffic, density, trails, and roads. She said there were no minimum buffer requirements in the FAP; however, historically the County set the buffers anywhere from 20 to 100 feet. She commented the original plan submitted in October called for 281 units but said they redesigned to a 225-unit plot based on input from the CAB. She claimed this would reduce traffic and the four roads that dead-ended into the Ascenté property would increase connectivity in case of a fire. In addition to Fawn Lane and Shawna Lane, she said there was an emergency evacuation area off of Brushwood Way, providing a third access road.

Ms. Fuss confirmed the added trails would not contain trailheads but they would connect to existing forest trails such as the Galena Trail. In discussing Fawn Lane, she stated the majority of feedback from residents was they did not want to see any

changes to the road. Conversely, she said there were concerns about increased traffic affecting people who walked or rode horses along the narrow road. The developer proposed adding an equestrian trail as a way to ensure safety. She pointed out the large right of way area was made up of a drainage ditch and property people used as front yards. Any changes to the road would require them to tear out that landscaping. Ms. Fuss indicated the plan called for added drainage capacity through detention basins which were oversized by 20 percent versus what code required. This was to ensure downstream neighbors were not impacted.

Ms. Fuss stressed they had worked extensively with the public through meetings and, though there was still negative feedback, she said they met all 134 conditions staff required for approval. She said all concerns had been addressed either in the tentative map or they would be addressed at the final map stage which adhered to state law requirements. She indicated there were many falsehoods being stated regarding the public's concerns and encouraged the Board to ask questions since she had a team of experts in the audience.

Commissioner Berkbigler asked Ms. Fuss if the developer supported the additional condition proposed by staff, to which she said they did.

Commissioner Hartung commented how drafting the FAP was tough and he guessed some of the changes made at that time were in response to the concerns about traffic on Fawn Lane. He mentioned it was listed as a collector road though he felt that was an inappropriate designation given that it was only 24 feet wide. He expressed concern about construction traffic on the road, especially in wintertime, since collector roads were typically 37 feet wide. He discussed the easement widths of various roads and received confirmation from Ms. Fuss that Shawna Lane was not a collector road.

Commissioner Hartung asked if residents had been asked about widening Fawn Lane, to which Ms. Fuss responded 180 people attended the two community meetings and the feedback she received was not to change Fawn Road. He expressed concern that if the developer did not mitigate the impact of their development, the taxpayers could ultimately be responsible to do so. He was unsure whether Fawn Lane maintained a level of service (LOS) C during heavy commute times. When asked where the equestrian trail would go, Ms. Fuss answered it could switch off on different sides of the road to avoid encroaching on residents' landscaping. She added there was a proposal to add traffic calming devices to control speeding. She explained the equestrian trail would cross Fawn Lane but would then connect to Ascenté trails in the South; horse riders coming from the south would not have to cross.

Commissioner Hartung wondered how Fawn Lane received the designation of a collector road and asked if the road would be widened near the entrance to the Ascenté property. Ms. Fuss indicated the plan was to have sidewalks and street parking so the development would have a different street design. She answered Commissioner Hartung's followup question by saying widening Fawn Lane was not desirable to the applicant, who calculated how much traffic the two egress roads could

handle. The developer worked out 281 homes would keep a LOS C for the roads, which was the level they were required to maintain according to County standards. Commissioner Hartung disagreed, pointing out taxpayers would be responsible to pay if Fawn Lane had to be upgraded at some point. He repeated it was not 35 feet wide and construction traffic would not be beneficial for its condition. Ms. Fuss acknowledged if the road was damaged after construction, it should be the developer's responsibility to repair it. Widening the road was problematic, she contended, because it involved redesigning drainage ditches and grading. Vice Chair Berkbigler felt the developer should not be responsible for widening Fawn Lane when the residents made it clear they opposed the idea.

On the call for public comment, the following people spoke in opposition to the approval of the tentative subdivision map: Mr. Ken Genz, Ms. Susan Gulas, Mr. Chuck Price, Ms. Kris Hemline, Mr. Brad Lyles, Mr. Steve Wolgast, Mr. John Beach, Mr. Ryan Monaghan, Mr. Edward Porter, Ms. Kathy Bowling, Ms. Frances Stecker-Casey, Mr. Thomas Daly, Ms. Mary Cook, and Ms. LeRai Porter. Mr. Genz, Mr. Beach, Mr. Monaghan, and Mr. Porter all submitted documents which were placed on file with the Clerk; copies of the documents provided by Mr. Genz, Mr. Beach, and Mr. Porter were distributed to the Board. Additionally, Ms. Julia Gold submitted an email voicing her opposition, which was placed on file with the Clerk.

The above individuals expressed concerns including: the development changing the rural character of the community; compliance with the primary objective and other standards of the FAP; the developer not adhering to the Master Plan or County standards; a lack of parking areas at planned trailheads; the plan's lack of a community center or park; potential issues with Holocene fault locations and the failure of Ascenté to note faults on their appeal response; potential blasting issues with the andesitic rock base; water flows across Shawna Lane due to denuded vegetation; inaccuracy of water runoff predictions; the imprecision of the surface model due to using estimations instead of actual values; the cost to the County to retrofit the oversized detention basins should they flood; the evacuation capacity of the area; the increase in traffic volume; lead contamination of the soil that exceeded Environmental Protection Agency standards; the sample size used in the soil analysis; vehicle access to Bureau of Land Management (BLM) and national forest lands; the lack of information about blasting; the lack of third-party oversight on the applicant's geological work; the inability to reuse excavated rock; the impact on current residents' views; loss of property value; concern that taxpayers would have to pay for drainage mitigation; the affordability of the homes in the project; the negative impact to neighboring property values; the lack of an access road connecting to Mount Rose Highway; the original mixed vote of the Board including Commissioner Jung's no vote; Ascenté's cancellation of a planned meeting with Callahan Ranch residents; and the presence and duration of construction traffic.

During public comment there was a brief discussion between Commissioner Hartung, Vice Chair Berkbigler, and Mr. Lipparelli about asking questions of public commenters. It was decided it was the Chair's discretion to allow it.

There was an unrelated discussion among all the Commissioners and Mr. Lipparelli regarding whether presenters Chuck Price, Kris Hemline, Brad Lyles, and Steve Wolgast could present on behalf of the appellant beyond the 15 minutes the appellant had already been given. There was additional discussion about whether they could utilize the same PowerPoint presentation. Mr. Lipparelli stated an individual part of a group who submitted a public comment card would get heard as would any individual, and he further opined he could present in any manner he wanted if it was relevant to the subject. Commissioner Jung objected, saying the group received 15 minutes to speak and giving extra time to members of the group sullied the public process.

The following people spoke in support of approving the tentative subdivision map: Mr. Don Tatro, Mr. Sev Carlson, Ms. Lori Windfeldt, Ms. Kirsten Childers, Mr. Michael Richardson, Ms. Denise Wilson, Mr. Aaron West, Ms. Mendy Elliott, Mr. Rick Schwarze, Ms. Ruth Ann Schwarze, and Ms. Kim Bacchus. Ms. Elliott provided a handout which was distributed to the Board and placed on file with the Clerk.

The above individuals expressed the following reasons for supporting the project: the regional need for all types of housing; the stabilization or raising of housing values in the area; the drop in annual single family housing permits that were issued; the preservation of the region's current way of life; the responsible nature of the development; the notion that developers had property rights as well; the fact the development did not take anything away from current residents; the transparency and willingness of the developers to provide information; the inevitability of the project and the desire to have it achieved by a developer so willing to work with residents; confidence in the Planning Commission and County staff's approvals; the fact the project had already been approved; the project's embrace of larger economic opportunity; the rising cost and limited availability of rental homes on the market; potential business opportunities for women; the knowledge that many professionals rendered positive opinions about the project at the risk of their certifications; the consistency of the project with the character of the neighborhood; and improvement to the quality of life in the community.

The following people were called but were not present to speak: Mr. Zack Klymman, Mr. Stuart Mackie, Ms. Carol Del Carlo, Ms. Lorin A'Costa, Mr. Gary Pestello, Ms. Dianne Robak, Mr. John Martin, Mr. Troy Topper, Mr. Rick Topper, Mr. Tom Gurnee, Mr. Alan Jerkonis, and Ms. Sandi Smith.

Ms. Cathy Brandhorst spoke about matters of concern to herself.

Commissioner Hartung asked TMFPD Chief Charles Moore about high fuel content in the area and issues with evacuation. Chief Moore noted fire plans for tentative subdivision maps were very general and were performance-based. He drew a picture that was placed on file with the Clerk. He claimed access to the homes for fire trucks was reasonable but other issues such as specific slope, type of vegetation, and housing material would be refined as the project moved forward. He indicated roads

within subdivisions acted as fire breaks and added there was a decent amount of water available.

Mr. Lloyd confirmed Mr. Hartung's point that the proper zoning on the property already existed and explained that a tentative map functioned as a preliminary design. Staff required a certain amount of study in the form of traffic, geotechnical, and hydrology studies to give them confidence that the engineering would adequately accommodate the development. He reiterated the County required 140 conditions be met for the final design. At that point multiple agencies needed to sign off on the final map, ensuring all statutory requirements were met. He added the final map did not need to come before the Board or the PC. He indicated the significant ridgelines that bisected the portions of the property would not be broken and no houses would be placed along them.

Commissioner Hartung asked whether the development would be on septic tanks, to which Mr. Smith replied it would be on municipal sewers. Mr. Smith added the development would be served by the Truckee Meadows Water Authority (TMWA) using a new distribution system and a required water tank. Commissioner Hartung mentioned the water was doubly dedicated and Mr. Smith explained that meant both groundwater and surface water was dedicated to meet the anticipated demand in perpetuity, a point confirmed by Ms. Fuss.

Commissioner Hartung asked what the County did in situations where a fault line or expansive clay could cause a defect in homes' foundations. Mr. Smith answered before the final map was approved the applicant would have to demonstrate that homes were not on a known fault and had appropriate setbacks. Geotechnical reports addressed expansive soils and would come with recommendations of how to mitigate any issues. When asked about construction defect concerns that could arise, Mr. Lipparelli answered County Code contained engineering standards involving geological conditions related to safety. He stated seismic issues were more difficult but building codes prohibited construction across a known fault; ultimately it was the final decision of the PC. Commissioner Hartung felt the developer should not be culpable if a house was damaged by seismic activity.

When the topic of construction traffic was brought up, Mr. Smith responded it was a concern because the County did not want to negatively impact any roadways. They would evaluate the roadway before construction and at the end of the project they would commission the developer to remediate any conditions resulting from construction. There was a brief discussion about the material makeup of Fawn Lane. He continued the County would work with developers and contractors to mitigate other issues such as speeding, dust, and mud.

Commissioner Hartung asked about community centers and Mr. Lloyd replied the County did not require them, though parks departments would occasionally request the dedication of land. Mr. Lloyd mentioned every house constructed in Washoe County paid taxes that went to the Parks Department. He added no land was set aside for a future park. When asked about the landscaping for common areas, Mr. Lloyd answered

there would be formal landscaping around the perimeter and buffer areas, and the County was pushing for the preservation of native vegetation.

Commissioner Hartung expressed concern with traffic levels on Fawn Lane. He stated viewsheds were often used by residents at the discretion of the property owner and development code did not dictate viewsheds. Commissioner Jung echoed Commissioner Hartung's comment that residents did not own viewsheds and said she held private property rights very dear.

Commissioner Jung questioned whether the developer could put mixed-use housing into the final map to address the concern of affordable housing. Regarding the comment made about her voting no on the original Matera Ridge project, she stated it was a much larger development with higher density and the developer was not able to address her concerns. She stated she now supported what the PC had done based on law as well as the acknowledgment that the area was in a housing crisis. She added she wanted any Commissioners who did not support the project to be noted at the Regional Planning Governing Board so they could focus growth patterns in more welcoming areas.

Commissioner Jung moved to deny the appeal which was seconded by Commissioner Hartung, and she encouraged residents to meet with developers to address concerns early. She argued developers worked with residents to earn their support. She stated the Board was bound by law and could not simply take away property rights because it could end up costing the County more and the developer could develop any way he wished.

Commissioner Jung confirmed her motion included the additional condition proposed by staff, which was seconded by Commissioner Hartung. Mr. Lipparelli clarified and read Condition 1Z and Mr. Lloyd confirmed that was the addition being sought. The mover and seconder agreed. Vice Chair Berkbigler recalled the applicant also agreed with the amendment.

Commissioner Hartung said there was an opportunity to enter into a Capital Contribution Front End Agreement (CCFEA) and utilize the credits earned to develop a safe project with easy access.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Chair Lucey abstaining from the vote due to a conflict of interests, it was ordered that the appeal be denied and the Planning Commission's decision be approved with Condition 1Z added and approved.

5:04 p.m. The Board recessed.

5:11 p.m. The Board reconvened with Chair Lucey absent.

17-0691 **AGENDA ITEM 29** Discussion and update pursuant to Commissioners' previous requests and/or topics for future agendas.

County Manager John Slaughter noted the Commissioners each received copies of the dashboard and he could meet individually with them to answer specific questions.

There was no public comment on this item.

17-0692 **AGENDA ITEM 31** Public Comment.

Mr. Stuart Mackie was called but was not present to speak.

Ms. Cathy Brandhorst was called but was not present to speak.

17-0693 **AGENDA ITEM 32** Announcements/Reports.

County Manager John Slaughter reminded the Board the next two Board of County Commissioner meetings were cancelled and the next scheduled meeting would be held on September 12, 2017.

* * * * *

5:13 p.m. There being no further business to discuss, the meeting was adjourned without objection.

BOB LUCEY, Chair
Washoe County Commission

ATTEST:

NANCY PARENT, County Clerk and
Clerk of the Board of County Commissioners

*Minutes Prepared by:
Derek Sonderfan, Deputy County Clerk*

DOC # 4732739

08/09/2017 12:14:29 PM

Requested By
WASHOE COUNTY CSD
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 13

A.P.N: #142-020-06

After Recordation Return To:



Truckee Meadows Water Authority
P.O. Box 30013
Reno, Nevada 89520-3013
Attn: Heather Edmunson, SR/WA, Land Agent

**EASEMENT DEED
GRANT OF WATER FACILITIES EASEMENT**

THIS GRANT OF WATER FACILITIES EASEMENT ("Deed") is entered into this 8th day of August, 2017, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("Grantor") and the TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situate in the County of Washoe, State of Nevada, currently Assessor's Parcel No. 142-020-06 commonly known as Effluent Reservoir Parcel ("Grantor's Property"); and

WHEREAS, Grantor and Grantee have entered into an Easement Purchase and Sale Agreement dated August 8, 2017, pursuant to which Grantor has agreed to convey a permanent non-exclusive public utility easement to Grantee across a portion of Grantor's Property; and

NOW THEREFORE, GRANTOR, for and in consideration of the sum of Twelve Thousand One Hundred Thirty Six Dollars (\$12,136.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its respective successors, assigns, licensees, contractors, invitees and agents, a permanent and non-exclusive easement and right of way to construct, alter, maintain, inspect, repair, reconstruct, and operate water system facilities, together with the appropriate pumpstations, mains, markers, conduits, pipelines, valve boxes, meters, fixtures, and any other facilities or appurtenances deemed necessary or convenient by Grantee to provide water service (hereinafter called "Water Facilities"), over, across, upon, under, and through that portion of the Grantor Property more

17-0653

fully described on Exhibits "A", "B" and "C", and shown on Exhibits "A-1", "B-1", and "C-1" attached hereto and made a part hereof (the "Easement Property").

2. Easement Access. Grantee shall have at all times ingress and egress to the Easement Property for the purposes set forth above, including without limitation constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Water Facilities. Grantee understands that the Easement Property is located on a public facility and Grantee will not unreasonably interfere with the Grantor's operation, maintenance of the Grantor's Property.

3. Warranties and Representations by Grantor. Grantor warrants and represents that Grantor owns Grantor's Property and there are no prior encumbrances or liens running with the Grantor's Property which will frustrate or make impossible Grantee's enjoyment of the Easement Property. Grantor has full power and authority to sell and convey the Easement Property to Grantee and to enter into and perform its obligations pursuant to this Agreement. The person signing this Deed and other instruments required under this Deed on behalf of Grantor is duly authorized to so sign and has the full power and authority to bind Grantor. Grantee acknowledges that the Grantor owns and operates the County Property subject to certain Deed Restrictions and covenants, and that use of the Easement Property does not interfere with the restrictions placed on the County Property and shall not interfere with the Deed Restrictions at any future time.

4. Hold Harmless. Subject to the limitations in NRS Chapter 41, Grantee shall hold Grantor harmless from any loss, damage or injury suffered or sustained by Grantor or third parties for any injury or damage caused by any act or omission of Grantee in its use of the Easement Property.

5. Grantor's Reservation of Rights. Subject at all times to the limitations and provisions of Section 5.1, Grantor reserves to itself, and to its successors, agents and assigns, (i) the right of ingress and egress over the surface of the Easement Property and to use the surface area of the Easement Property for purposes and uses by the general public; (ii) the non-exclusive right to construct, operate, inspect, repair and maintain utilities or equipment within the Easement Property. Grantor reserves the right to make reasonable improvements to Easement Property for public purposes and consistent with its use.

5.1 No Unreasonable Interference. Grantor shall not erect any buildings or structures on the Easement Property or otherwise use the Easement Property in a manner that places an unreasonable burden on or unreasonably interferes with TMWA's full use and enjoyment and the rights granted herein.

Grantee acknowledges by acceptance of the Easement Property that Grantor's present public uses of, and practices on, the surface area of Grantor's Property are compatible with the purpose of this Easement. Grantor reserves the right to use and enjoy the Grantor Property and surface area of Easement in accordance with those present practices and uses now and in perpetuity. Grantor and Grantee recognize that the future uses of, and practices on, the surface Grantor's Property may change over time as a result of the development and the public's need. TMWA acknowledges that the County owns this property and that TMWA's use of the Easement Property shall be subject to and not interfere with the any existing restrictions placed on the County Property.

6. Reimbursement for Breach. Each party shall reimburse the other party for all reasonable expenses, damages, and costs, including attorney fees, incurred by the injured party as a result of either party's breach of any covenant set forth herein.

7. Relocation of Water Facilities. If the Easement Property as defined herein and shown on Exhibit A-1, B-1, and C-1 is unsuitable for the purposes of the Grantee or the Grantor, then the location may, subject to prior written consent of both parties, be changed to an area mutually satisfactory to both the Grantor and Grantee herein. The newly agreed to locations shall be indicated and shown by an amended easement. Any relocations requested after the initial installation and use of the water facilities shall be at the sole cost and expense of the requesting party.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee their successors, agents, contractors, licensees and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

(signatures and notaries to follow on next page)

“GRANTOR”

WASHOE COUNTY, a political subdivision
of the State of Nevada

By: [Signature]
Bob Lucey, Chair
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 8th day of August, 2017, Bob Lucey personally
appeared before me, a Notary Public, and acknowledged to me that he/she executed the above
instrument for the purpose therein contained.



[Signature]
Nancy L. Parent
Notary Public

“GRANTEE”

TRUCKEE MEADOWS WATER AUTHORITY,
a joint powers authority

By: [Signature]
John Enloe, Director
Natural Resources – Planning
And Management

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 17th day of July, 2017, John Enloe, Director of Natural Resources
- Planning and Management personally appeared before me, a Notary Public, and acknowledged to me
that he/she executed the above instrument for the purpose therein contained.



[Signature]
Heather Edmundson
Notary Public

EXHIBIT A

LEGAL DESCRIPTION FOR A PUMP HOUSE EASEMENT

A portion of land situated in the Southeast Quarter of the Southeast Quarter of Section 19, Township 18 North, Range 20 East, Mount Diablo Meridian, in Washoe County, Nevada, and being more particularly described as follows:

COMMENCING at a found brass cap stamped "RE 933" at the southeast corner of said Section 19 as shown on Tract Map No. 3876, "Fieldcreek Ranch Subdivision Unit No. 12A", filed on September 21, 2000, as Document No. 2484343, Official Records of Washoe County, Nevada;

THENCE, North 60°37'21" West, a distance of 208.41 feet to the **POINT OF BEGINNING**;

THENCE, North 88°52'16" West, a distance of 100.00 feet;

THENCE, North 01°07'44" East, a distance of 100.00 feet;

THENCE, South 88°52'16" East, a distance of 100.00 feet;

THENCE, South 01°07'44" West, a distance of 100.00 feet to the **POINT OF BEGINNING**.

Containing 10,000 square feet of land, more or less.

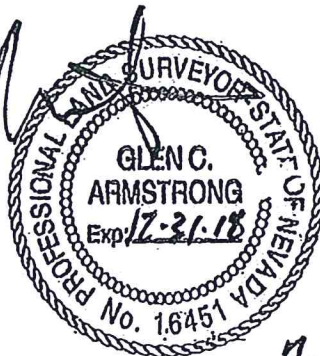
BASIS OF BEARING:

North was established with GPS observations using the Nevada State Plane Coordinate System (West Zone, NAD83).

See attached Exhibit A1 for a depiction of the above legal description.

Prepared by:

Glen C. Armstrong, PLS
Nevada Certificate No. 16451
US Geomatics
227 Vine Street
PO Box 3299
Reno, Nevada, 89505



7-13-17

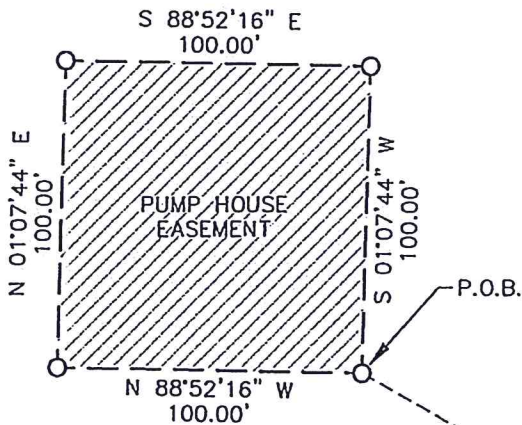
BASIS OF BEARING:

NORTH WAS ESTABLISHED WITH GPS OBSERVATIONS USING THE NEVADA STATE PLANE COORDINATE SYSTEM (WEST ZONE, NAD83).

TOTAL AREA OF EASEMENT:

10,000 SQ. FT. ±

WASHOE COUNTY
APN: 142-020-06



HADI S. KAR
APN: 142-350-02

ARROWCREEK PARKWAY

CENTERLINE ESTABLISHED PER R.O.S. NO. 3660

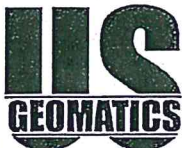
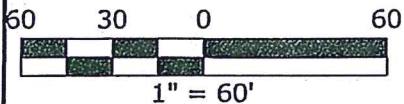
N 60°37'21" W
208.41'



FOUND BRASS CAP
RE 933
SE CORNER OF SECTION 19

LARRY SLITER FAMILY TRUST
APN: 142-241-01

SUSAN K. SEDLAK
REVOCABLE TRUST
APN: 142-271-04



P.O. Box 3299
Reno, NV 89505
p. 775.786.5111
f. 775.786.5114
www.usgeomatics.com

EXHIBIT A1

TRUCKEE MEADOWS WATER AUTHORITY
PUMP HOUSE EASEMENT

**A PORTION OF THE SE 1/4 OF THE SE 1/4
OF SECTION 19, T.18N., R.20E., M.D.M.**

WASHOE COUNTY

NEVADA

SHEET

1
of
1

EXHIBIT B

LEGAL DESCRIPTION FOR AN ACCESS EASEMENT

A portion of land situated in the Southeast Quarter of the Southeast Quarter of Section 19, Township 18 North, Range 20 East, Mount Diablo Meridian, in Washoe County, Nevada, and being more particularly described as follows:

COMMENCING at a found brass cap stamped "RE 933" at the southeast corner of said Section 19 as shown on Tract Map No. 3876, "Fieldcreek Ranch Subdivision Unit No. 12A", filed on September 21, 2000, as Document No. 2484343, Official Records of Washoe County, Nevada;

THENCE, North 00°34'43" East, a distance of 23.00 feet along the easterly boundary of said Section 19 as shown on said Tract Map No. 3876 to the **POINT OF BEGINNING**;

THENCE, North 89°25'17" West, a distance of 30.00 feet;

THENCE, North 00°34'43" East, a distance of 39.55 feet;

THENCE, a distance of 70.25 feet along the arc of a tangent curve to the left, having a radius of 45.00 feet, through a central angle of 89°26'59";

THENCE, North 88°52'16" West, a distance of 107.99 feet;

THENCE, North 01°07'44" East, a distance of 40.00 feet;

THENCE, South 88°52'16" East, a distance of 59.35 feet;

THENCE, a distance of 88.32 feet along the arc of a tangent curve to the left, having a radius of 45.00 feet, through a central angle of 112°27'04";

THENCE, North 21°19'21" West, a distance of 10.00 feet;

THENCE, North 68°40'39" East, a distance of 40.00 feet;

THENCE, South 21°19'21" East, a distance of 126.70 feet to said easterly boundary;

THENCE, South 00°34'43" West, a distance of 93.44 feet along said easterly boundary to the **POINT OF BEGINNING**.

Containing 14,515 square feet of land, more or less.

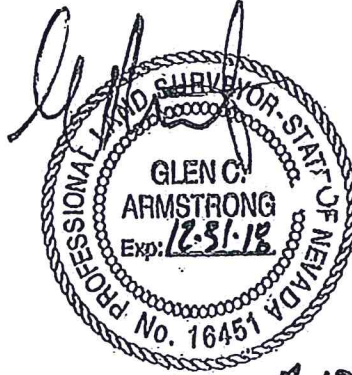
BASIS OF BEARING:

North was established with GPS observations using the Nevada State Plane Coordinate System (West Zone, NAD83).

See attached Exhibit B1 for a depiction of the above legal description.

Prepared by:

Glen C. Armstrong, PLS
Nevada Certificate No. 16451
US Geomatics
227 Vine Street
PO Box 3299
Reno, Nevada, 89505



7.13.17

BASIS OF BEARING:

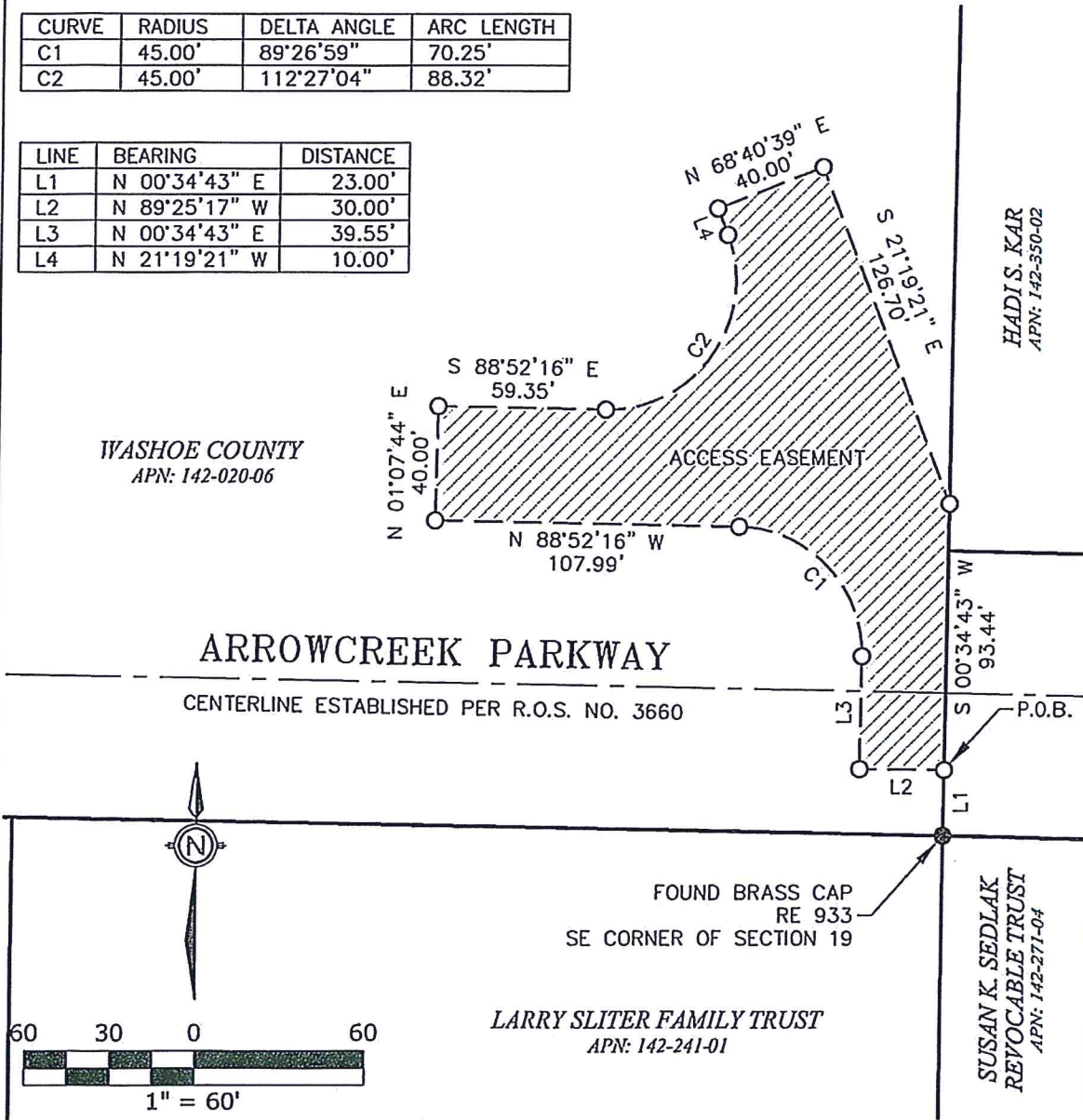
NORTH WAS ESTABLISHED WITH GPS OBSERVATIONS USING THE NEVADA STATE PLANE COORDINATE SYSTEM (WEST ZONE, NAD83).

TOTAL AREA OF EASEMENT:

14,515 SQ. FT. ±

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	45.00'	89°26'59"	70.25'
C2	45.00'	112°27'04"	88.32'

LINE	BEARING	DISTANCE
L1	N 00°34'43" E	23.00'
L2	N 89°25'17" W	30.00'
L3	N 00°34'43" E	39.55'
L4	N 21°19'21" W	10.00'

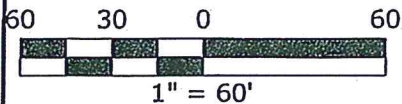


WASHOE COUNTY
APN: 142-020-06

HADIS. KAR
APN: 142-350-02

ARROWCREEK PARKWAY

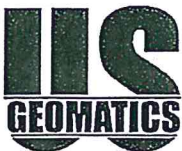
CENTERLINE ESTABLISHED PER R.O.S. NO. 3660



FOUND BRASS CAP
RE 933
SE CORNER OF SECTION 19

LARRY SLITER FAMILY TRUST
APN: 142-241-01

SUSAN K. SEDLAK
REVOCABLE TRUST
APN: 142-271-04



P.O. Box 3299
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f. 775.786.5114
www.usgeomatics.com

EXHIBIT B1

TRUCKEE MEADOWS WATER AUTHORITY
ACCESS EASEMENT

**A PORTION OF THE SE 1/4 OF THE SE 1/4
OF SECTION 19, T.18N., R.20E., M.D.M.**

WASHOE COUNTY

NEVADA

SHEET

1
of
1

EXHIBIT 'C'

WATER FACILITIES EASEMENT

An easement for water facility purposes and related appurtenances over, under and across the following described tract of land:

A portion of the tract of land granted to County of Washoe as described in Document No. 1325714 recorded on May 19, 1989; Official Records of Washoe County; situate within the Southeast one-quarter of Section 19, T.18 N., R.20 E., M.D.M., Washoe County, State of Nevada.

BEGINNING at a point on the West line of said tract of land granted to County of Washoe, from which the Section corner common to Sections 19, 20, 29 and 30, T.18N., R.20 E. M.D.M, bears the following two consecutive courses and distances:

- 1) Along said West line of said tract of land granted to County of Washoe, South 01° 36' 05" West for a distance of 9.27 feet to a point on the South line of said Section 19; thence
- 2) Along said South line of Section 19, South 88° 52' 40" East for a distance of 764.17 feet;

Thence from said POINT OF BEGINNING and along said West line of the said tract of land granted to County of Washoe North 01° 36' 05" East for a distance of 45.37 feet;

Thence leaving said West line the following seven consecutive courses and distances:

- 1) North 43° 00' 00" East for a distance of 73.25 feet; thence
- 2) South 89° 21' 00" East for a distance of 412.12 feet; thence
- 3) South 88° 06' 44" East for a distance of 165.80 feet; thence
- 4) South 85° 46' 17" East for a distance of 48.23 feet; thence
- 5) South 83° 05' 48" East for a distance of 38.37 feet; thence
- 6) South 83° 00' 44" East for a distance of 32.75 feet; thence
- 7) South 86° 47' 17" East for a distance of 17.07 feet to a point on the East line of said tract of land granted to the County of Washoe; said line being common to the East line of said Section 19;

Thence along said East line South 00° 34' 10" West for a distance of 30.03 feet; thence leaving said East line the following seven consecutive courses and distances;

- 1) North 86° 47' 17" West for a distance of 19.44 feet; thence
- 2) North 83° 00' 44" West for a distance of 33.72 feet; thence
- 3) North 83° 05' 48" West for a distance of 37.64 feet; thence
- 4) North 85° 46' 17" West for a distance of 46.91 feet; thence
- 5) North 88° 06' 44" West for a distance of 164.86 feet; thence
- 6) North 89° 21' 00" West for a distance of 398.55 feet; thence
- 7) South 43° 00' 00" West for a distance of 94.03 feet to the POINT OF BEGINNING.

Containing 23,741 square feet, more or less.

The Basis of Bearing for this description is NEVADA STATE PLANE COORDINATE SYSTEM,
NAD 83/94 DATUM, West Zone.

LEGAL DESCRIPTION PREPARED BY:

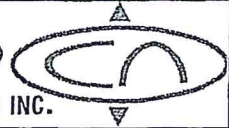
Guillermo Enrique Carey, PLS 17758
MAPCA SURVEYS, INC.
580 Mount Rose Street
Reno, NV 89509



N.T.S.

FIELD CREEK RANCH 12A

MAPCA
MAPCA SURVEYS INC.



COUNTY OF WASHOE
APN 142-020-06



WATER FACILITIES
EASEMENT
AREA = 23,741 SQ.FT.

FIELD CREEK RANCH 12B

MOUNTAINGATE PHASE 3B-C

30' WATER FACILITIES
EASE. PER THIS DOCUMENT



ARROWCREEK PARKWAY

POB



EXHIBIT "C-1"

**WATER FACILITIES EASEMENT
ARROWCREEK PARKWAY WATERLINE**

A PTN. SE 1/4 SECTION 19
T.18N., - R.20E., M.D.M

WASHOE COUNTY

SHEET 1 OF 1

NEVADA



WASHOE COUNTY RECORDER

OFFICE OF THE COUNTY RECORDER
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Catherine Smith

Signature

8/9/17

Date

Catherine Smith

Printed Name

EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement (the "Agreement") is made and entered into this 8th day of August, 2017, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("County") and TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 ("TMWA").

WITNESSETH:

WHEREAS, County owns certain real property located in Washoe County, Nevada, known currently as Assessor's Parcel Number No. 142-020-06, commonly known as the Effluent Reservoir Parcel (the "County Property");

WHEREAS, TMWA is a public entity responsible for distribution of municipal water service in the area;

WHEREAS, TMWA desires to purchase an easement and County desires to grant the permanent non-exclusive public utility Easement on a portion of the County Property.

NOW, THEREFORE, in consideration of the premises and mutual promises set forth below, County and TMWA covenant and agree as follows:

1. Sale of Easement. For and in consideration of the Purchase Price (as defined below), County hereby sells to TMWA and TMWA buys from County, the Easement more particularly described in the Grant of Easement attached hereto and incorporated herein as Exhibits "A", "B", and "C" and shown on "A-1", "B-1", and "C-1" (the "Easement Deed") in accordance with the terms, and subject to the conditions, of this Agreement. County and TMWA agree that the Easement shall be located on the County Property as stated in the Easement Deed.

2. Easement Utilization. The Easement shall be permanent, non-exclusive public utility easement used to access, construct, alter, maintain, inspect, repair, reconstruct, and operate an above ground water pumpstation, pipelines, markers, conduits, valve boxes, meters, fixtures, control equipment and any other facilities or appurtenances deemed necessary for operation of the water facilities (hereinafter called "Water Facilities") as described in the Easement Deed.

2.1 No Unreasonable Interference. County shall not erect any buildings or structures on the Easement or otherwise use the Easement in a manner that places an unreasonable burden on or unreasonably interferes with TMWA's use and enjoyment and the rights granted herein.

TMWA acknowledges by acceptance of the Easement that County's present uses of, and practices on, the County Property are compatible with the purpose of the Easement. County reserves the right to use and enjoy the surface of County Property for the benefit of the public and the Easement in accordance with those current practices

17-0653

and in perpetuity. County and TMWA recognizes that the future uses of, and practices on, the County Property may change over time as a result of the County Property's development and the public's need. TMWA acknowledges that the County owns the County Property and that use of the Easement does not interfere with any restrictions placed on the County Property. County shall notify TMWA prior to conducting improvements on the Easement.

3. Easement Locations. County and TMWA agree that the Easement shall be located on the County Property as stated in the Easement Deed which is attached hereto as Exhibits "A", "B", and "C".

4. Easement Price. TMWA shall pay the amount of Twelve Thousand One Hundred Thirty Six Dollars (\$12,136.00) ("Purchase Price") directly to County in consideration of the permanent public utility easement based on the appraised value of the land for use of the county property.

5. Construction of Water Facilities. TMWA shall install, operate, repair any disturbances or damage caused by its operation, and maintain the Water Facilities at its sole cost and expense. No work shall be performed on the initial installation of the Water Facilities until County has been given at least five (5) days prior written notice of the time during which the installation work will take place. All work shall be performed in compliance with all applicable laws and ordinances.

6. County's Representations and Warranties. As a material inducement to the TMWA the County represents and warrants that:

6.1 Property, Title and Related Matters. County is and shall be at the Closing, the owner of all right, title and interest in the County Property and the Easement, and shall have and convey to TMWA at Closing good and marketable title to the Easement free and clear of all security interests, mortgages, liens, pledges, charges, claims, or encumbrances of any kind or character. There is no lease affecting any portion of the Easement, and no person or entity has any right or option to purchase the County Property or any portion thereof.

6.2 Litigation. There is no litigation, proceeding, claim or investigation, including, without limitation, any condemnation proceeding, pending or, to the best of County's knowledge, threatened, which adversely affects the County Property or the Easement, in any court or before any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality.

6.3 No Misstatement. No representation, statement or warranty by County contained in this Agreement or in any exhibit hereto contains or will contain any untrue statements or omits, or will omit, any material fact necessary to make the statement of fact recited not misleading.

6.4 No Agreements. Neither the execution and delivery of this Agreement by County nor the consummation of the transactions contemplated hereby

will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which County is a party, or to which it is bound.

7. TMWA's Representations and Warranties. TMWA represents and warrants to County as follows:

7.1 Status, Power and Authority. TMWA is a joint powers authority entity duly organized, validly existing under the Laws of the State of Nevada, with all requisite power and authority to enter into and carry out its obligations under this Agreement.

7.2 Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement by the persons executing the same on behalf of TMWA have been duly and validly authorized.

7.3 Legal, Valid, Binding and Enforceable. This Agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of TMWA, enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general applicability.

8. Closing. Within fifteen (15) days of the execution of this Agreement by all parties, County shall deliver to TMWA the Easement Deed, duly executed and notarized and such other documents required by TMWA to record the Easement Deed in Official Records, Washoe County Recorder, Washoe County, Nevada. Each party shall bear its own costs (including attorneys' fees) associated with the Closing, unless otherwise specified in this Agreement.

9. Indemnification for Breach of Representations and Warranties. The parties hereby make the following indemnifications:

9.1 To the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), County agrees to indemnify and hold harmless TMWA and its Board Members, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees) which TMWA may incur by reason of or in connection with any untrue statement in this Agreement made by County or the breach of any representation or warranty of County contained in this Agreement.

9.2 To the extent allowed by law pursuant to Chapter 41 of the NRS, TMWA agrees to indemnify and hold harmless County and its Board Members, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees) which County may incur by reason of or in connection with any untrue statement in this Agreement made by TMWA or the breach of any representation or warranty of TMWA contained in this Agreement.

10. Covenants of Further Assurance. The parties to this Agreement covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the parties under this Agreement.

11. Notices. 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 personally delivered or delivered by U. S. mails, postage prepaid on the date posted, and addressed to the other party at the following addresses:

County: Washoe County
Director, Community Services Department
P.O. Box 11130
Reno, NV 89520

TMWA: Truckee Meadows Water Authority
Attn: Director Natural Resources-Planning & Management
P.O. Box 30013
Reno, Nevada 89520-3013

With copy to: Michael A.T. Pagni
100 W. Liberty Street, Tenth Floor
P.O. Box 2670
Reno, Nevada 89505

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada, and venue shall be in Washoe County, Nevada.

13. Effectiveness and Counterparts. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of TMWA and County and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Purchase and Sale Agreement as of the date first above written.

(signatures and notaries to follow on next page)

“COUNTY”

WASHOE COUNTY, a political subdivision
of the State of Nevada

By: [Signature]
Bob Lucey, Chair
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 8th day of August, 2017, Bob Lucey
personally appeared before me, a Notary Public, and acknowledged to me that he/she executed
the above instrument for the purpose therein contained.

[Signature]
Nancy L. Parent
Notary Public



“TMWA”

TRUCKEE MEADOWS WATER AUTHORITY,
a joint powers authority

By: [Signature]
John Enloe, Director
Natural Resources – Planning
And Management

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 17th day of July, 2017, John Enloe, Director of Natural
Resources - Planning and Management personally appeared before me, a Notary Public, and
acknowledged to me that he/she executed the above instrument for the purpose therein
contained.

[Signature]
Notary Public



EXHIBIT A

LEGAL DESCRIPTION FOR A PUMP HOUSE EASEMENT

A portion of land situated in the Southeast Quarter of the Southeast Quarter of Section 19, Township 18 North, Range 20 East, Mount Diablo Meridian, in Washoe County, Nevada, and being more particularly described as follows:

COMMENCING at a found brass cap stamped "RE 933" at the southeast corner of said Section 19 as shown on Tract Map No. 3876, "Fieldcreek Ranch Subdivision Unit No. 12A", filed on September 21, 2000, as Document No. 2484343, Official Records of Washoe County, Nevada;

THENCE, North 60°37'21" West, a distance of 208.41 feet to the **POINT OF BEGINNING**;

THENCE, North 88°52'16" West, a distance of 100.00 feet;

THENCE, North 01°07'44" East, a distance of 100.00 feet;

THENCE, South 88°52'16" East, a distance of 100.00 feet;

THENCE, South 01°07'44" West, a distance of 100.00 feet to the **POINT OF BEGINNING**.

Containing 10,000 square feet of land, more or less.

BASIS OF BEARING:

North was established with GPS observations using the Nevada State Plane Coordinate System (West Zone, NAD83).

See attached Exhibit A1 for a depiction of the above legal description.

Prepared by:

Glen C. Armstrong, PLS
Nevada Certificate No. 16451
US Geomatics
227 Vine Street
PO Box 3299
Reno, Nevada, 89505

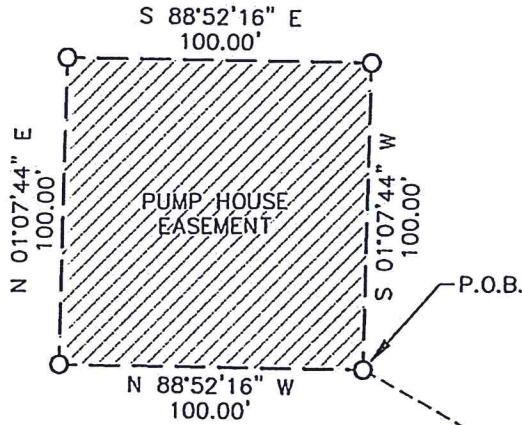


7-13-17

BASIS OF BEARING:
 NORTH WAS ESTABLISHED WITH GPS OBSERVATIONS
 USING THE NEVADA STATE PLANE COORDINATE
 SYSTEM (WEST ZONE, NAD83).

TOTAL AREA OF EASEMENT:
 10,000 SQ. FT. ±

WASHOE COUNTY
 APN: 142-020-06



HADI S. KAR
 APN: 142-550-02

ARROWCREEK PARKWAY

CENTERLINE ESTABLISHED PER R.O.S. NO. 3660

N 60°37'21" W
 208.41'



FOUND BRASS CAP
 RE 933
 SE CORNER OF SECTION 19

LARRY SLITER FAMILY TRUST
 APN: 142-241-01

SUSAN K. SEDLAK
 REVOCABLE TRUST
 APN: 142-277-04

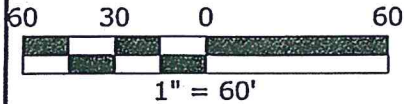


EXHIBIT A1

TRUCKEE MEADOWS WATER AUTHORITY
 PUMP HOUSE EASEMENT

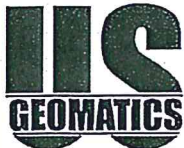
SHEET

**A PORTION OF THE SE 1/4 OF THE SE 1/4
 OF SECTION 19, T.18N., R.20E., M.D.M.**

1
 of
 1

WASHOE COUNTY

NEVADA



P.O. Box 3299
 Reno, NV 89505
 p. 775.786.5111
 f. 775.786.5114
 www.usgeomatics.com

EXHIBIT B

LEGAL DESCRIPTION FOR AN ACCESS EASEMENT

A portion of land situated in the Southeast Quarter of the Southeast Quarter of Section 19, Township 18 North, Range 20 East, Mount Diablo Meridian, in Washoe County, Nevada, and being more particularly described as follows:

COMMENCING at a found brass cap stamped "RE 933" at the southeast corner of said Section 19 as shown on Tract Map No. 3876, "Fieldcreek Ranch Subdivision Unit No. 12A", filed on September 21, 2000, as Document No. 2484343, Official Records of Washoe County, Nevada;

THENCE, North 00°34'43" East, a distance of 23.00 feet along the easterly boundary of said Section 19 as shown on said Tract Map No. 3876 to the **POINT OF BEGINNING**;

THENCE, North 89°25'17" West, a distance of 30.00 feet;

THENCE, North 00°34'43" East, a distance of 39.55 feet;

THENCE, a distance of 70.25 feet along the arc of a tangent curve to the left, having a radius of 45.00 feet, through a central angle of 89°26'59";

THENCE, North 88°52'16" West, a distance of 107.99 feet;

THENCE, North 01°07'44" East, a distance of 40.00 feet;

THENCE, South 88°52'16" East, a distance of 59.35 feet;

THENCE, a distance of 88.32 feet along the arc of a tangent curve to the left, having a radius of 45.00 feet, through a central angle of 112°27'04";

THENCE, North 21°19'21" West, a distance of 10.00 feet;

THENCE, North 68°40'39" East, a distance of 40.00 feet;

THENCE, South 21°19'21" East, a distance of 126.70 feet to said easterly boundary;

THENCE, South 00°34'43" West, a distance of 93.44 feet along said easterly boundary to the **POINT OF BEGINNING**.

Containing 14,515 square feet of land, more or less.

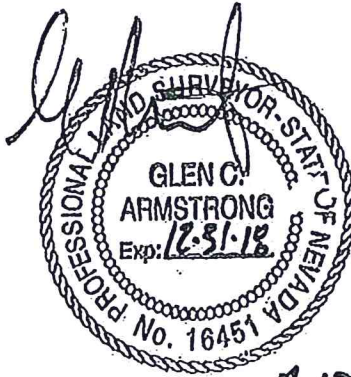
BASIS OF BEARING:

North was established with GPS observations using the Nevada State Plane Coordinate System (West Zone, NAD83).

See attached Exhibit B1 for a depiction of the above legal description.

Prepared by:

Glen C. Armstrong, PLS
Nevada Certificate No. 16451
US Geomatics
227 Vine Street
PO Box 3299
Reno, Nevada, 89505



7.13.17

BASIS OF BEARING:

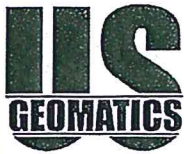
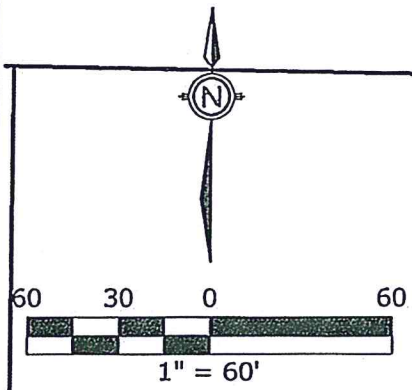
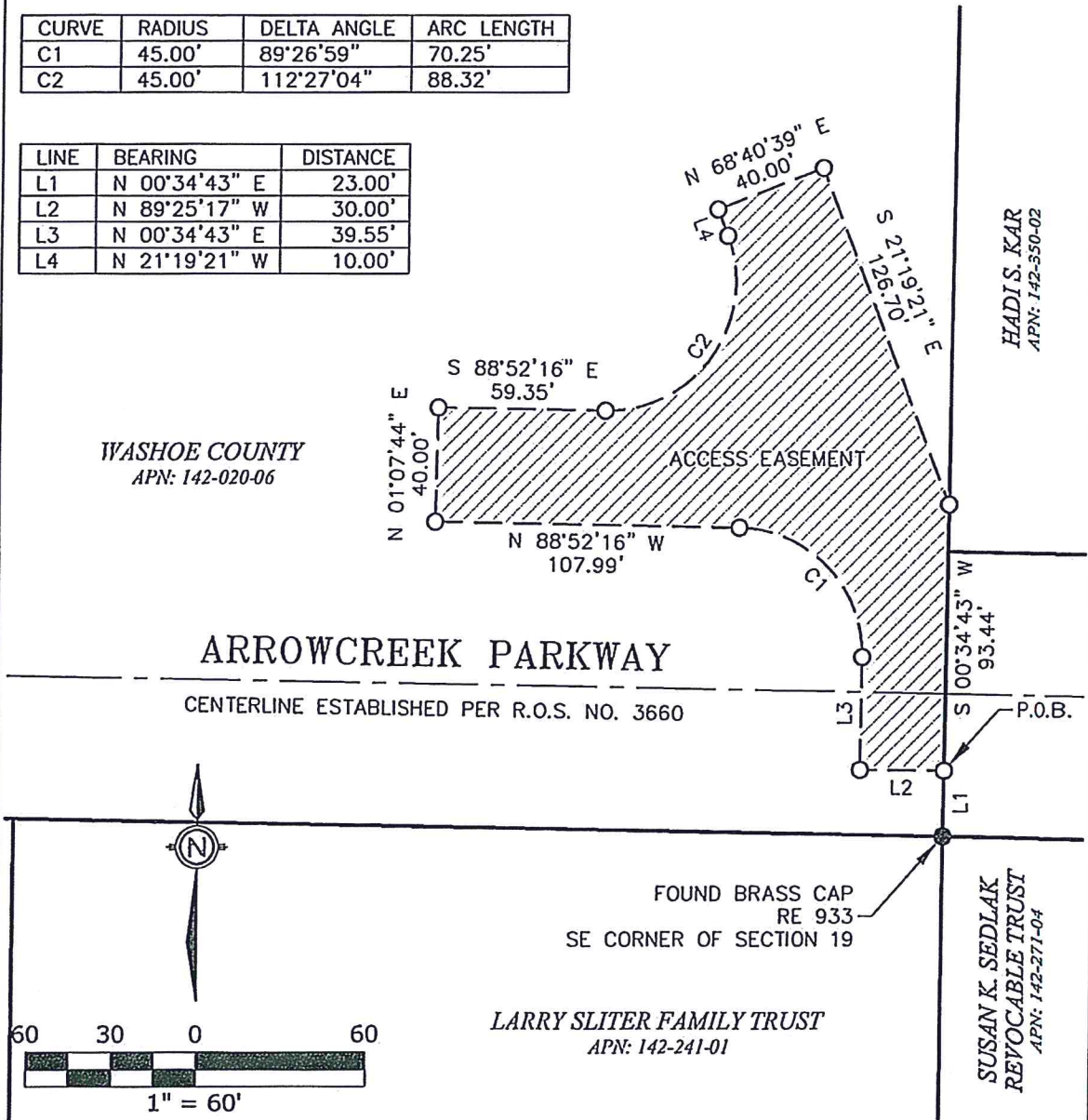
NORTH WAS ESTABLISHED WITH GPS OBSERVATIONS USING THE NEVADA STATE PLANE COORDINATE SYSTEM (WEST ZONE, NAD83).

TOTAL AREA OF EASEMENT:

14,515 SQ. FT. ±

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	45.00'	89°26'59"	70.25'
C2	45.00'	112°27'04"	88.32'

LINE	BEARING	DISTANCE
L1	N 00°34'43" E	23.00'
L2	N 89°25'17" W	30.00'
L3	N 00°34'43" E	39.55'
L4	N 21°19'21" W	10.00'



P.O. Box 3299
 Reno, NV 89505
 p. 775.786.5111
 f. 775.786.5114
 www.usgeomatics.com

EXHIBIT B1

TRUCKEE MEADOWS WATER AUTHORITY
ACCESS EASEMENT

**A PORTION OF THE SE 1/4 OF THE SE 1/4
 OF SECTION 19, T.18N., R.20E., M.D.M.**

WASHOE COUNTY

NEVADA

SHEET
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 of
 1

EXHIBIT 'C'

WATER FACILITIES EASEMENT

An easement for water facility purposes and related appurtenances over, under and across the following described tract of land:

A portion of the tract of land granted to County of Washoe as described in Document No. 1325714 recorded on May 19, 1989; Official Records of Washoe County; situate within the Southeast one-quarter of Section 19, T.18 N., R.20 E., M.D.M., Washoe County, State of Nevada.

BEGINNING at a point on the West line of said tract of land granted to County of Washoe, from which the Section corner common to Sections 19, 20, 29 and 30, T.18N., R.20 E. M.D.M, bears the following two consecutive courses and distances:

- 1) Along said West line of said tract of land granted to County of Washoe, South $01^{\circ} 36' 05''$ West for a distance of 9.27 feet to a point on the South line of said Section 19; thence
- 2) Along said South line of Section 19, South $88^{\circ} 52' 40''$ East for a distance of 764.17 feet;

Thence from said POINT OF BEGINNING and along said West line of the said tract of land granted to County of Washoe North $01^{\circ} 36' 05''$ East for a distance of 45.37 feet;

Thence leaving said West line the following seven consecutive courses and distances:

- 1) North $43^{\circ} 00' 00''$ East for a distance of 73.25 feet; thence
- 2) South $89^{\circ} 21' 00''$ East for a distance of 412.12 feet; thence
- 3) South $88^{\circ} 06' 44''$ East for a distance of 165.80 feet; thence
- 4) South $85^{\circ} 46' 17''$ East for a distance of 48.23 feet; thence
- 5) South $83^{\circ} 05' 48''$ East for a distance of 38.37 feet; thence
- 6) South $83^{\circ} 00' 44''$ East for a distance of 32.75 feet; thence
- 7) South $86^{\circ} 47' 17''$ East for a distance of 17.07 feet to a point on the East line of said tract of land granted to the County of Washoe; said line being common to the East line of said Section 19;

Thence along said East line South $00^{\circ} 34' 10''$ West for a distance of 30.03 feet; thence leaving said East line the following seven consecutive courses and distances;

- 1) North $86^{\circ} 47' 17''$ West for a distance of 19.44 feet; thence
- 2) North $83^{\circ} 00' 44''$ West for a distance of 33.72 feet; thence
- 3) North $83^{\circ} 05' 48''$ West for a distance of 37.64 feet; thence
- 4) North $85^{\circ} 46' 17''$ West for a distance of 46.91 feet; thence
- 5) North $88^{\circ} 06' 44''$ West for a distance of 164.86 feet; thence
- 6) North $89^{\circ} 21' 00''$ West for a distance of 398.55 feet; thence
- 7) South $43^{\circ} 00' 00''$ West for a distance of 94.03 feet to the POINT OF BEGINNING.

Containing 23,741 square feet, more or less.

The Basis of Bearing for this description is NEVADA STATE PLANE COORDINATE SYSTEM,
NAD 83/94 DATUM, West Zone.

LEGAL DESCRIPTION PREPARED BY:

Guillermo Enrique Carey, PLS 17758
MAPCA SURVEYS, INC.
580 Mount Rose Street
Reno, NV 89509



N.T.S.

FIELD CREEK RANCH 12A

COUNTY OF WASHOE
APN 142-020-06



WATER FACILITIES
EASEMENT
AREA = 23,741 SQ.FT.

FIELD CREEK RANCH 12B

MOUNTAINGATE PHASE 3B-C

30' WATER FACILITIES
EASE. PER THIS DOCUMENT



EXHIBIT "C-1"
WATER FACILITIES EASEMENT
ARROWCREEK PARKWAY WATERLINE

A PTN. SE 1/4 SECTION 19
T.18N., - R.20E., M.D.M

WASHOE COUNTY

SHEET 1 OF 1

NEVADA

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

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

WHEREAS, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Marsha Berkbigler for District 1, has determined that \$3,000 is needed to sponsor one student to obtain their Certificate of High School Equivalency through the Northern Nevada Literacy Council (NNLC); and,

WHEREAS, the NNLC is a 501(c)-3 community-based non-profit organization dedicated to helping adult learners complete and achieve further goals in education; and,

WHEREAS, the NNLC provides free classes to adults who want to complete their Certificate of High School Equivalency as well as free English as a Second Language (ESL) classes, and free Citizenship classes to foreign-born adults; now, therefore, be it

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

1. The Board hereby grants to the Northern Nevada Literacy Council, a nonprofit organization created for religious, charitable or education purposes, a grant for fiscal year 2017-2018 in the amount of \$3,000.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants for the County by sponsoring a student to obtain their Certificate of High School Equivalency.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$3,000 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 8th day of August, 2017



ATTEST

County Clerk

[Handwritten Signature]

[Handwritten Signature]

 Bob Lucey, Chair
 Washoe County Commission

17-0659

INTERLOCAL COOPERATIVE AGREEMENT FOR OPERATION OF THE COMMUNITY ASSISTANCE CENTER AND OTHER HOMELESS SERVICES AMONG THE CITY OF RENO, WASHOE COUNTY AND THE CITY OF SPARKS

THIS INTERLOCAL COOPERATIVE AGREEMENT FOR OPERATION OF THE COMMUNITY ASSISTANCE CENTER AND OTHER HOMELESS SERVICES ("Agreement") is made and entered into this 26 day of June, 2017, by and among the City of Reno ("Reno"), the City of Sparks ("Sparks"), and the County of Washoe, a political subdivision of the State of Nevada, ("Washoe County" or "County"). Reno, Sparks, and Washoe County or County are sometimes referred to herein each as a "Party" or collectively, the "Parties."

WITNESSETH:

WHEREAS, Nevada Revised Statute (NRS) 277.180 authorizes any two or more public agencies to contract with one another 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, a contract entered into pursuant to NRS 277.180 in excess of \$25,000 must be in writing, and ratified by appropriate official action of the governing body of each party to the contract; and

WHEREAS, for many years the Parties have cooperated without a written agreement in the provision of funding and in-kind staff contributions to the provision of various services to the homeless including without limitation shelter, social work, case management, building maintenance, and health care; and

WHEREAS, upon the centralization of private and government services to the homeless and needy at the Community Assistance Center (CAC) on Record Street, the need for centralized oversight and authority by one government entity had become apparent and was universally endorsed by the non-profit, human-services provider community at the Homeless Summit hosted by the Mayors of Reno and Sparks and the Chairman of the Washoe County Commission, which was held on July 22, 2008; and

WHEREAS, Reno has served as the lead entity for oversight and management responsibility of the CAC on behalf of itself and the other contributing Parties to this Agreement to operate the CAC with available funding; and

WHEREAS, Reno, Sparks, and the County first entered into a written agreement to provide homeless services through the Community Assistance Center in September 2008; and

WHEREAS, this Agreement continues to be necessary to accomplish the requirements of managing the provision of shelter and a broad scope of rehabilitation services to the homeless with specified funding available to all the Parties and the non-profit providers and their volunteers and provide CAC leases of real property space pursuant to NRS 268.053 at a nominal or below market rates;

17-0675

NOW, THEREFORE, in consideration of the aforesaid recitals, which are incorporated by this reference, and the following good and valuable consideration, the Parties mutually agree as follows:

1. Each Party shall designate a staff member to be the point of contact on matters of homelessness and the CAC. Designated staff members will meet as needed to confer on non-routine matters and designated staff shall work with the CAC manager to coordinate and accomplish the activities, efforts and services associated with providing shelter and rehabilitation to the homeless at the CAC (hereafter the "Program").
2. Reno shall be designated lead entity and as such identify a staff person as the CAC Manager. The CAC manager shall have authority to make any necessary decisions regarding the daily operations at the CAC. The CAC manager shall assure that the expenditures to support the activities described herein and for the CAC are within the funding provisions provided within this Agreement, as set forth in ATTACHMENT B.
3. Community Assistance Center Administration - Roles and Responsibilities of each jurisdiction shall be set forth in ATTACHMENT A, which is incorporated herein by reference.
4. To the extent permitted by NRS Chapter 41, any governmental Party responsible for a negligent act committed by any of its officers, employees or agents under this Agreement agrees to indemnify and hold harmless all other Parties from and against any and all claims, demands, or actions by any person which may arise or result from the negligent act.
5. Each Party shall be solely responsible for any and all liabilities, damages, losses, claims, causes of action, suits at law or in equity, or any other obligation whatsoever arising out of or attributed to any action taken against that party in connection with its placement, storage and/or use of conex boxes or similar storage holding containers located at the Community Assistance Center on 335 Record Street, Reno, Nevada, to store personal property of homeless individuals. Furthermore, Reno is not responsible for lost or stolen personal property or other related items at 335 Record Street, Reno, Nevada.
6. The Parties each agree to purchase and maintain general, professional and automobile liability insurance for activities related to this Agreement or, as to the governmental parties, provide for their respective financial obligations through a program of self-insurance in compliance with NRS Chapter 41.
7. Each Party shall be responsible for providing complete workers' compensation coverage in accordance with the laws of the State of Nevada for each of its own employees. To the extent allowed by law, for the limited purpose of this Agreement, the parties shall be deemed joint employers for immunity from liability under Nevada workers' compensation law.

8. Employees assigned to the CAC shall remain employees of their respective entities, each of which will be responsible for all salary and benefits, training, equipment, and supplies used by the employees in carrying out their respective duties, obligations and functions in support of the Program. Parties' existing policies and procedures shall apply to employees assigned to the Program. The parties agree to provide supervision and oversight for their respective personnel assigned to the Program, make reasonable efforts to provide vacation coverage, and ensure that their respective personnel satisfactorily perform all duties, obligations and functions arising under this Agreement in support of the Program. CAC Manager shall not provide, and shall not allow CAC providers to provide, professional direction to the other parties' employees regarding individual case management.

9. The Parties agree to uphold and abide by all laws, federal and state, related to equal access and employment opportunities. These include, but are not necessarily limited to, Titles VI and VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Age Discrimination in Employment Act of 1975; the Equal Pay Act of 1963, Sections 501 and 504 of the Rehabilitation Act of 1973; the Civil Rights Act of 1991; and the Americans with Disabilities Act of 1990.

10. The Parties agree to ensure that staff maintain confidentiality of all information, including medical information, concerning recipients of services at the CAC, except to the extent necessary to perform their lawful duties, or as required by law. Each Party will ensure that a background investigation has been completed pursuant to NRS 179A.180, et seq., for those staff members who have access to minors and/or seniors and/or information regarding minors and/or seniors.

11. The Parties agree that each will have access to the clients' Program records, as necessary to perform assigned and legal duties. Each will retain and protect the confidentiality of records as is required by law.

12. The Parties agree to document in-kind fees and provide data to the Program as needed to assist in fund development.

13. The Parties agree to ensure that all employees assigned to the Program conduct themselves in a courteous manner and do not interfere with the orderly operation of the Program or any of the agencies.

14. Subject to the following limitations, each party to this Agreement will contribute funds per the established formula (property tax equivalent of \$.015 for Washoe County and \$.01 for each Reno and Sparks), personnel, services, and/or supplies as set forth in ATTACHMENT B (COOPERATIVE CAC FUNDING AND IN-KIND CONTRIBUTION), which is incorporated herein by reference.

14.1. As more fully set forth below in Paragraph 15, the Parties expressly agree that this Agreement, and/or the funding, and/or the in-kind contribution, may only be altered or terminated if for any reason the federal, State, County or City funding committed to satisfy this Agreement is withdrawn, limited, not appropriated, or otherwise impaired or unavailable.

14.2. The Lead Entity may not exceed the specific restrictions on utilization of funds and staff as set forth in ATTACHMENT B.

14.3. Each Party has the right to conduct a fiscal audit of the Program to ensure compliance with the specific restrictions on utilization of its funding and staff.

14.4. Each Party has the right to review and approve any expenditures, contracts or proposals that would affect its duties, obligations or functions under state or federal laws and regulations involving expenditure, administration or appropriation of funds. Any necessary expenditures, contracts or proposals arising under this Agreement in support of the Program that deviate from the CAC Manager's budget or authorized utilization under ATTACHMENT B will be subject to review and approval by the affected Party.

15. This Agreement is effective upon approval of all Parties and its Term shall be through June 30, 2018. Upon agreement of all the parties, this Agreement may be continued and renewed from year to year until terminated or not renewed in accordance with Paragraph 15 and 16 below. Renewals must be approved by each of the respective governing bodies of the parties.

16. As required by NRS 244.320 and NRS 354.626, the parties acknowledge that the participation of the public entities in this Agreement is contingent upon the appropriation of public funds to support the activities described herein and that the agreement will terminate if the appropriation of funds does not occur. In this event, immediate written notice of termination will be given in accordance with Paragraph 20.

17. Except as otherwise provided in Paragraph 15, any Party may terminate its participation in this Agreement by giving the other Parties written notice of the intent to terminate no fewer than thirty (30) calendar days prior to the effective date of the termination.

18. 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 one another, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with this agreement and all state federal regulations and statutes.

19. 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, during regular business hours, to inspection, examination, review, audit and copying at any office or location where such records may be found, with five (5) days notice by any of the parties to this agreement or their authorized agents. If any state or federal funds are utilized the rights to inspect and audit shall be extended to the State Auditor and 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.

20. All books, records, reports, and statements relevant to this Agreement must be retained a minimum of five years. 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.

21. All written notices required under this Agreement shall be mailed, postage prepaid, addressed to the designated representative of the respective parties:

City of Reno:

Title: CAC Manager

Address: PO Box 1900, Reno, NV, 89505

Phone: 775-334-3853

Fax: 775-334-3124

Washoe County:

Title: Washoe County Social Services Director

Address: PO Box 11130 Reno, NV, 89520-0027

Phone: 775-785-5641

Fax: 775-785-5640

City of Sparks:

Title: Housing Specialist

Address: PO Box 857 Sparks, NV, 89432

Phone: 775-353-7895

Fax: 775-353-1635

22. This Agreement contains all of the commitments and agreements of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with Paragraph 22. This Agreement may be executed and approved in counterparts.

23. This Agreement may be amended or modified only by the mutual agreement of the parties hereto in writing and formally adopted by the governing boards of the parties.

24. No party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Parties.

25. In case any one or more of the terms, sentences, paragraphs or provisions contained herein shall for any reason be held to be invalid, illegal, or non-enforceable, in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs, or provisions and this Agreement shall be construed as if such invalid, illegal or non-enforceable provision had never been contained herein.

26. A waiver of any breach of any provision of this Agreement by any Party shall not be construed to be a waiver of any preceding or succeeding breach.

27. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada.

28. This Agreement may not be assigned without the consent of the governing boards of each Party or their authorized representatives.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date(s) set forth herein.

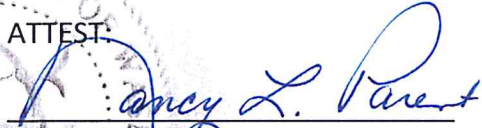
WASHOE COUNTY



CHAIRMAN, COUNTY COMMISSION

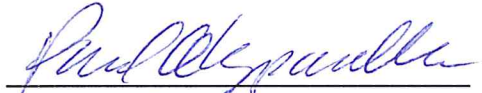


ATTEST:



COUNTY CLERK

APPROVED AS TO FORM:



DEPUTY DISTRICT ATTORNEY

CITY OF RENO

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY

CITY OF SPARKS

Donna R. Mento

MAYOR



ATTEST:

Donna DiCarlo Fox

CITY CLERK

APPROVED AS TO FORM:

[Signature]

~~XXXX~~ CITY ATTORNEY

ATTACHMENT A
ROLES AND RESPONSIBILITIES

The City of Sparks, Washoe County, and the City of Reno created a Transitional Governing Board (TGB) for the purpose of oversight, planning, coordinating, and managing resources for the provision of shelter operations and services at the Community Assistance Center (CAC), and to establish policies and priorities as they relate to these operations. Specifically, the TGB will:

- Approve the document and selection processes that are used to select the shelter operator.
- Approve specific performance measures and outcomes that will be used to 1) frame the selection process and 2) become the basis for a performance-based contract with the operator.
- Receive and review regular reports on compliance and implementation of the specific performance measures and outcomes.
- Approve long-term plans and policies to further the goals of the Homeless Emergency Assistance and Rapid Transition to Housing Act (“HEARTH Act”).
- Set and approve policies that affect the CAC.

Working with the TGB, the three jurisdictions will jointly collaborate and support the operations and management of the shelter services provided at the CAC, including the negotiation of contracts, budgets, reporting requirements, and program oversight.

CITY OF RENO ROLES AND RESPONSIBILITIES

The City of Reno will serve as the lead entity for operations and oversight for FY 17-18, including:

1. Coordination of and Communication with CAC Community:
 - a. Coordinate activities of Tenants, Private Providers (Reno-Sparks Gospel Mission, Catholic Charities, etc.), and visiting providers (Food Bank of Northern Nevada, Nevada HOPES, etc.) and public agencies (Northern Nevada Adult Mental Health Services , Veteran’s Administration, etc.) , as needed
 - b. Coordinate and manage Public Relations
 - c. Communicate with other Jurisdictions
2. Contracting and Fiscal Responsibility:
 - a. Negotiating and executing contracts (budgets, programs, reporting requirements, etc.) with vendors and operators (with each party participating as appropriate for fiscal oversight) for services including:
 - i. Men’s Shelter
 - ii. Women’s Shelter
 - iii. Family Shelter
 - iv. Resource Center
 - v. Outreach Monitoring
 - vi. Overflow Shelter
 - b. Fiscal oversight and reporting for FEMA grant funds, Emergency Solutions Grant funds, Community Development Block Grant funds, and private donations
3. Program Oversight for:
 - i. Men’s Shelter
 - ii. Women’s Shelter

- iii. Family Shelter
- iv. Resource Center
- v. Outreach Monitoring
- vi. Overflow Shelter

4. Facilities Maintenance and Management.

Employees assigned to the CAC will be provided adequate space to perform their duties, subject to any necessary future changes as determined by assigned staff identified in the Agreement. Washoe County staff will be provided four offices in the northeast corner of Community Resource Center second floor.

The Lead Entity will manage and maintain:

- a. Leasing Space to Non-profit Tenants
- b. Property Management
- c. Men’s Shelter, Women’s Shelter, Family Shelter, Overflow Shelter
- d. Security
- e. Utilities
- f. Trash
- g. Building Maintenance
- h. Grounds Maintenance

WASHOE COUNTY ROLE AND RESPONSIBILITIES

1. Coordinate with and support the lead entity, when appropriate, in negotiating and executing contracts (budgets, programs, reporting requirements, etc) with operators (with each party participating as appropriate for fiscal oversight) for one or all of the following services:
 - a. Family Shelter
 - b. Men’s Shelter
 - c. Women’s Shelter
 - d. Resource Center
 - e. Overflow Shelter
 - f. Outreach Monitoring

2. Coordination and Communication with CAC Community, in collaboration with the Lead Entity:
 - a. Coordinate with provider agencies
 - b. Carry out Public Relations activities when needed
 - c. Communicate and coordinate with the other Jurisdictions

3. Washoe County shall be Responsible for Fiscal Oversight for Programs funded through Washoe County’s contributions, including timely payment of invoices for operations of the:
 - a. Family Shelter
 - b. Men’s Shelter
 - c. Women’s Shelter
 - d. Overflow Shelter
 - e. Outreach Monitoring

4. Assist Lead Entity with Program Oversight:
 - a. Men’s Shelter Operation

- b. Women's Shelter Operation
- c. Family Shelter Operation
- d. Outreach Monitor Operations
- e. Overflow Shelter Operations

5. Approve specific performance measures and outcomes that will be used to 1) frame the selection process, and 2) become the basis for a performance-based contract with the operator.

CITY OF SPARKS ROLE AND RESPONSIBILITIES

1. Coordinate with and support the lead entity, when appropriate, in negotiating and executing contracts (budgets, programs, reporting requirements, etc) with operators (with each Party participating as appropriate for fiscal oversight) for one or all of the following services:

- a. Family Shelter
- b. Men's Shelter
- c. Women's Shelter
- d. Resource Center
- e. Overflow Shelter
- f. Outreach Monitoring

2. Coordination and Communication with CAC Community, in collaboration with the Lead Entity:

- d. Coordinate with provider agencies
- e. Carry out Public Relations activities when needed
- f. Communicate and coordinate with the other Jurisdictions

3. Assist Lead Entity with Program Oversight:

- f. Men's Shelter Operation
- g. Women's Shelter Operation
- h. Family Shelter Operation
- i. Outreach Monitor Operations
- j. Overflow Shelter Operations

4. Approve specific performance measures and outcomes that will be used to 1) frame the selection process, and 2) become the basis for a performance-based contract with the operator.

ATTACHMENT B
COOPERATIVE CAC FUNDING AND IN-KIND CONTRIBUTION

IN-KIND CONTRIBUTION:

NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
Elaine Wiseman	Manager, Housing and Neighborhood Development	CAC Management	334-3853 wisemane@reno.gov	.3
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Aric Jensen	Manager, Community Development	Supervision	334-8302	*****
NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
2 FTE Senior Human Services Support Specialists	Washoe County Senior Human Services Support Specialist (CPS)	Family support case management services for family shelter residents	785-5600	2
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Kim Schweickert	Washoe County Human Services Supervisor	Supervise family shelter case managers	337-4535 ksschweickert@washoecounty.us	*****
NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
1 FTE Eligibility Worker	Washoe County Eligibility Worker (Indigent Health)	Information and referral services	Sandy Matoza	1
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Karen Reidenbaugh	Washoe County Eligibility Supervisor	Supervision	328-2700 kreidenbaugh@washoecounty.us	*****
NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
Barbara DiCianno	Reno Management Assistant	Administration	334-2218 diciannob@reno.gov	.2
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Elaine Wiseman	Manager, Housing and Neighborhood Development	Supervision	334-2002	*****
NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
Facility Maintenance Technicians	Maintenance Technicians	CAC facility maintenance	334-2243	.8
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Frank Avera	Facilities Manager, City of Reno	Supervision of facility maintenance staff	334-4656 averaf@reno.gov	*****

FY 2017 - 2018 FUNDING BY SOURCE	
City of Reno:	\$773,762
Washoe County:	\$2,418,189
City of Sparks	\$ 277,410
TOTAL FY 17-18 FUNDING	\$3,469,361

*****Restrictions on the CAC Manager’s utilization of funds are as follows:**

City of Reno ESG funds may only be expended for utilities and laundry services. CDBG funds can be used for costs directly related to shelter operations, but CDBG funds may not be used to pay administrative or indirect fees.
All Washoe County funds will be utilized to support shelter services, non-salary and benefits costs related to case management for shelter residents, and security services.
The Community Development Block Grant funding provided herein by the City of Sparks is for costs related to the operation of the Resource Center and to support shelter services located at the CAC.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY**

1100 E. William Street #108
Carson City, Nevada 89701
and

**WASHOE COUNTY on behalf of its
DEPARTMENT OF SENIOR SERVICES**

1155 E. Ninth Street
Reno, Nevada 89512

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "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 retroactively from July 1, 2017 to June 30, 2022 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 State and/or federal 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.

17-0677

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

ATTACHEMNT B: BUDGET PROPOSAL

7. CONSIDERATION Washoe County agrees to provide the services set forth in paragraph (6) at a cost of approximately \$634,987.00 for SFY 2018, approximately \$634,987.00 for SFY 2019, approximately \$634,987.00 for SFY 2020, approximately \$634,987.00 for SFY 2021, and approximately \$634,987.00 for SFY 2022 with a not-to exceed contract maximum of \$3,174,935.00. Any intervening end to an annual or 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.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the 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 Contract must be retained by each party for a minimum of 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.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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. Neither party waives any right or defense to indemnification that may exist in law or equity.

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

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 State of Nevada Office of the Attorney General.

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

Washoe County



Bob Lucey Date

Chair, Board of Commissioners
Title

**Department of Health and Human Services
Division of Health Care Financing and Policy**

Karen Salm Date

Chief Financial Officer, DHCFP
Title

Marta Jensen Date

Administrator, DHCFP
Title

Richard Whitley Date

Director, DHHS
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 A

SCOPE OF WORK

ADULT DAY HEALTH CARE

- I. Washoe County agrees to perform the following services or activities and to accept payment for the services as follows:
 - A. To provide ADHC services to eligible recipients under Title XIX within Washoe County, in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual;
 - B. To be responsible for collecting and submitting the required information necessary to determine client eligibility for the Title XIX program;
 - C. To determine all expenditures in accordance with Washoe County's State-approved Cost Allocation Plan (CAP). Elements of the CAP necessary for claiming expenditures and for reimbursement are a CMS approved Time Study methodology, documentation of appropriate direct and indirect costs and their cost centers. Cost allocation must be consistent with the Code of Federal Regulations 45 CFR Subtitle A, Part 92, and 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Washoe County cannot unilaterally change the method of determining how the services will be counted, or what the approved rate is once it is approved by the Division;
 - D. To provide a report of services and a cost report annually, to the DHCFP for ADHC services in the format approved by the DHCFP, this will either be in an Excel format (.xls or .xlsx) or an Excel compatible format (.csv .txt). Other formats may be considered for use at the discretion of DHCFP on a case by case basis. Washoe County must provide an electronic version of their claims for submission before the DHCFP will consider that it has received the official version of the claims for the cost settlement process.
 - E. To provide detailed back-up to support the claims being submitted for cost settlement. The back-up data must be in accordance with the State-approved cost allocation plan for Washoe County.
 - F. To provide the DHCFP with the documentation that the rate for eligible services is based upon the approved methodology of the DHCFP, as defined in the Nevada Medicaid State Plan, Attachment 4.19-B CPE, before any payment for those services is made by the DHCFP. The interim rate is determined based on the actual historical costs, and is

estimated after the end of the state fiscal year. Washoe County is responsible for submitting that rate to the division for approval and use in the rate table for the current state fiscal year.

- G. To pay the State's designated auditor the non-federal share (State's share) of those costs associated with the annual reconciliation and cost settlement.
 - H. To bill the DHCFP in a timely manner for services which are allowable based upon DHCFP defined processes for Medicaid providers. Forms not filled out completely will be subject to return to Washoe County and payment delayed or denied;
 - I. To pay back any Title XIX funds received by Washoe County in the event that an audit or audit by a firm of DHCFP's choosing results in a determination that such costs were not reimbursable under the Title XIX per receipt of written notice from the DHCFP of such obligation;
 - J. To provide the required State matching share for Federal Medicaid funds paid for eligible recipients covered under the ADHC, program. Washoe County will certify in a mutually agreed format that any and all funds used by Washoe County as match will be County or Local funds that are not used as match for any other program.
- II. The DHCFP agrees to perform the following services or activities, and to provide the following payment for Washoe County's services.
- A. To work with the Federal Government, Washoe County and its consultants as necessary to formulate plans and policies to ensure the appropriate availability of Title XIX for allowable costs and services, as defined in the Nevada Medicaid State Plan, Chapter 3.0 and Attachment 4.19-B, provided by both parties;
 - B. To provide to Washoe County necessary guidance and documentation related to the utilization of Title XIX for Adult Day Health Care (ADHC) and other allowable activities and services. This may include provider training related to the reimbursement for ADC services, to Washoe County;
 - C. To approve a standard methodology for Washoe County to utilize in determining the reimbursable costs Washoe County may charge consistent with Code of Federal Regulations 45 CFR Subtitle A, Part 92, 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the Title XIX programs. The methodology will be based on an interim rate which is the actual rate from the preceding state fiscal year and should be decided upon preferably before the beginning of the upcoming state fiscal year. At the end of the state fiscal year, Washoe County will have until the end of the following December to submit its year-end claims to the DHCFP for reconciliation and cost settlement. The DHCFP will have two years from the end of the state fiscal year to cost-settle those claims. If a Washoe County provider's interim payments exceed the actual certified cost of the provider for services to Medicaid clients, DHCFP will recoup the federal share of the overpayment. The

provider must return an amount equal to the overpayment to DHCFP. If the actual, certified costs exceed the interim Medicaid payments, DHCFP will pay the federal share of the difference to the provider in accordance with the final actual certification agreement. To pay Washoe County through its Medicaid Management Information System (MMIS) for ADC claims submitted during the state fiscal year which are covered under the Provider Enrollment Agreement. Those expenditures and their allocation must be in accordance with Washoe County's State-approved Cost Allocation Plan (CAP). This payment will represent the federal share of the Federal Medical Assistance Percentage (FMAP) of the total allowable costs identified for ADC services. This medical assistance percentage is published annually pursuant to the Code of Federal Regulation (42 CFR Part 433.11 Subpart A). Correct and accurately submitted claims are generally paid within thirty (30) business days of receipt.

ADMINISTRATIVE SERVICES

- I. Washoe County agrees to perform the following services or activities and to accept payment for the services as follows:
 - A. To provide Title XIX administrative services eligible for reimbursement under 42 CFR 435.1001 for individuals, within the County, in accordance with the State of Nevada Title XIX Medicaid State Plan Attachment B 4.19 and Nevada Medicaid Services Manual. These administrative services may include, but are not limited to utilization review, referral, arranging and follow up for Medicaid services, and resolving Medicaid eligibility and coverage issues.
 - B. To determine all expenditures in accordance with the County's State approved Cost Allocation Plan (CAP). The elements of the CAP necessary for claiming expenditures and for reimbursement are a CMS approved Random Moment Time Sampling (RMTS) methodology, documentation of appropriate direct and indirect costs and their cost centers. Cost allocation must be consistent with Code of Federal Regulations 45 CFR Subtitle A, Part 92, and 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - C. To invoice the Division, no more than once per quarter for Medicaid Administrative services in the format approved by the Division, this will either be in an Excel format (.xls or .xlsx) or an Excel compatible format (.csv .txt) . Other formats may be considered for use at the discretion of DHCFP on a case by case basis. The county must provide an electronic version of their claims for submission before the state will consider that it has received the official version of the claims for the cost settlement process. The county may provide a hard copy of their claims if it chooses.
 - D. To provide detailed back-up to support the claims being submitted for cost settlement. The

back-up data must be in accordance with the state approved cost allocation plan for the public agency.

- E. Each quarter's invoice shall be due on or before thirty (30) days following the last day of the quarter of service. The invoice will reflect both the total computable amount and the Federal Financial Participation (FFP) amount, and must be completely filled out, signed and dated by an appropriate official of the county attesting to its accuracy. Forms not filled out completely will be subject to return to the County and payment delayed or denied. All signatures must be originals;
- F. To include with the invoice, a certificate which: 1) is in the format provided by the Division, attesting to the Public Agency's use of local funds of not less than the current State Share of the amount invoiced for that period; and 2) certifies that the local funds are not from a Federal source of funds being used to match any other Federal Funds. The certification must be signed and dated by an authorized representative attesting to the use of the specific funds. All signatures must be originals;
- G. To pay back, per receipt of written notice from the Division of such obligation, any Title XIX funds received by the County in the event that a Federal audit or audit by a contractor of the Division results in a determination that such costs were not reimbursable under the Title XIX program;
- H. The County is responsible to ensure that all financial records comply with the OMB Circular A-133 (also referred to as the Single Audit Act of 1984). In the event of an audit by the federal agency with oversight of the program, the county shall be responsible for any disallowances or errors discovered during that audit that result in a negative fiscal impact to the county or the state. Copies of audit reports shall be sent to the Division within sixty- (60) days of written request, attention Administrator, Division of Health Care Financing and Policy, 1100 East William Street, Suite 100, Carson City, Nevada, 89701.
- I. To pay the State's designated auditor the State's share of those costs associated with the annual reconciliation and cost settlement.

II. The DHCFP agrees:

- A. To work with the County and the Federal Government, as necessary, to formulate the necessary plans and policies which will ensure the appropriate availability of Title XIX funds for allowable costs and services provided by both parties; To make available to the county the federal share of the total computable funds for the Medicaid Administrative Services program. To perform regular reviews and annual cost settlements of the submitted claims by the county to ensure an overpayment or underpayment does not occur and that the settlement process is accurate and timely.
To provide to the County necessary guidance related to the utilization of Title XIX funding for Medicaid administrative activities.

- B. To pay the County, upon receipt of a claim, the federal share of those costs and services allowable under the Title XIX program. Currently for administrative claims the FFP is 50%.
- C. The Division shall use its best efforts to pay the County for eligible services within (30 days) after receipt of an accurate invoice under this agreement. This assumes there are no discrepancies or errors contained in the invoice or documentation supporting the invoice.

III. Both Parties Agree:

- A. The Public Agency shall comply with Public Law 98-50 (Single Audit Act of 1984) and Office of Management and Budget (OMB) Circular A-133. Copies of audit reports shall be sent to the contracting Division within 60 days of receipt of the audit report at 1100 East William Street, Suite 108, Carson City, Nevada 89701 to the attention of the Fiscal Services Unit.

RESOLUTION ON SUBGRANT OF
Continuum of Care Program Grant

WHEREAS, Washoe County through its Social Services Department been awarded the 2015 Continuum of Care Program Grant Agreement from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development in the amount of \$110,208.00 in support of rental assistance and supportive services to qualified residents ; and

WHEREAS, grant program requires a County match to grant funds utilized for housing assistance in the amount of \$51,335.00.

WHEREAS, NRS 244.1505 allows the Board of County Commissioners of Washoe County to make a grant of public money for any purpose which will provide a substantial benefit to the inhabitants of Washoe County; and

WHEREAS, Washoe County desires to pass through these grant funds and grant assurances, as identified in the Subgrant Agreement, for the amounts and uses stated below.

THEREFORE, BE IT RESOLVED, that the Washoe County Board of Commissioners hereby grants to the nonprofit organization listed below, the amount and for the uses shown below, finding that said amount and uses will provide a substantial benefit to the inhabitants of Washoe County for a term of August 1, 2016 – July 31, 2017.

Volunteers of America of Greater Sacramento and Northern Nevada, Inc. \$161,543.00

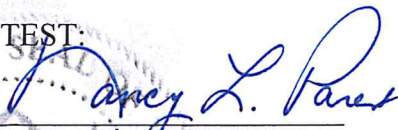
Rental assistance maximum	\$110,208.00
Supportive services maximum	\$ 51,335.00

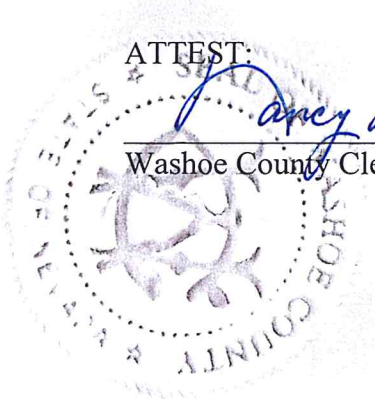
The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Sub-grant Agreement.

ADOPTED this 8th day of August, 2017.


Chair
Washoe County Commission

ATTEST:


Washoe County Clerk



17-0679