# BOARD OF COUNTY COMMISSIONERS WASHOE COUNTY, NEVADA

TUESDAY

<u>10:00 A.M.</u>

AUGUST 23, 2011

PRESENT:

John Breternitz, Chairman Bonnie Weber, Vice Chairperson Bob Larkin, Commissioner\* <u>Kitty Jung, Commissioner</u> David Humke, Commissioner

# <u>Nancy Parent, Chief Deputy County Clerk</u> <u>Katy Simon, County Manager</u> Paul Lipparelli, Assistant District Attorney

The Washoe County Board of Commissioners convened at 10:01 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 Chief Deputy Clerk called the roll and the Board conducted the following business:

# 11-744 <u>AGENDA ITEM 3 – PUBLIC COMMENT</u>

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

Garth Elliott stated Washoe County's housing market had been overdeveloped and it would take 10 years to absorb the excess housing. He said it would have made a difference if the money for the infrastructure had been received up front, which was not done; and he hoped those types of mistakes would not be repeated.

Sam Dehne spoke about his only having two minutes to speak during public comment. He said he favored saving the Sierra Fire Protection District (SFPD) jobs if at all possible, but was against separating the Truckee Meadows Fire Protection District (TMFPD) from the Reno Fire Department.

# 11-745 <u>AGENDA ITEM 4 – ANNOUNCEMENTS</u>

<u>Agenda Subject</u>: "Commissioners'/Manager's Announcements, Requests for Information, Topics for Future Agendas, Statements Relating to Items Not on the Agenda and any ideas and suggestions for greater efficiency, cost effectiveness and

# innovation in County government. (No discussion among Commissioners will take place on this item.)"

Commissioner Jung said Nevada Reads was sponsoring the first statewide community reading of a book, which was written by Ann Ronald and titled, "Friendly Fallout, 1953." She stated people could sign up on Facebook/Nevada Reads to participate. She said Northern Nevada Reads was started last year and was expanded to be a statewide event.

Commissioner Weber requested a breakdown on what every cent per gallon of gasoline was spent on in Washoe County and a breakdown of the Department of Motor Vehicles (DMV) fees.

# 11-746 AGENDA ITEM 5 – EXCELLENCE IN PUBLIC SERVICE

<u>Agenda Subject</u>: "Presentation of Excellence in Public Service Certificates honoring the following Washoe County employees who have completed essential employee development courses--Human Resources."

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

#### **Essentials of Personal Effectiveness**

Matthew Lawton, Technology Services Dianna Man, Social Services

# **Essentials of High Performing Teams**

Colette Imasaki, Social Services

# 11-747 <u>AGENDA ITEM 6 – PROCLAMATION</u>

# <u>Agenda Subject</u>: "Proclamation--September as Hunger Action Month. (All Commission Districts.)"

Commissioner Humke read and presented the Proclamation to the representatives of the Food Bank of Northern Nevada, Clyde Takahashi, Chief Executive Officer, and Jocelyn Lantrip, Marketing and Communications Officer.

Ms. Lantrip said Hunger Action Month was a national effort to focus on the problem of hunger around the country. She stated one in five children in Nevada did not have enough to eat and 25 percent of seniors did not know where their next meal would be coming from. She stated the problem grew each year, and 10 million pounds of food was provided to the communities of Northern Nevada last year. She felt this would be a great opportunity to get the community even more involved in the fight against hunger, and the Proclamation was appreciated. Mr. Takahashi passed out bracelets for everyone present to wear during the month of September in support of Hunger Action Month. He said the activities planned during the month of September would be posted on the Food Bank's website.

Sam Dehne said being hungry was one of the worst things that could happen to people.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 6 be adopted.

# 11-748 AGENDA ITEM 7 – RESOLUTION OF ACCOMPLISHMENT

<u>Agenda Subject</u>: "Resolution of Accomplishment--Technology Services awarded first place in 2011 Center for Digital Government's Digital Counties Survey--Technology Services. (All Commission Districts.)"

Commissioner Weber spoke about the experience of accepting the first place award for counties using information and communications technology at the National Association of Counties (NACo) convention. She read and presented the Resolution of Accomplishment to Cory Casazza, Chief Information Officer.

Mr. Casazza thanked the Commission and the Technology Advisory Committee for their support, the County's wonderful users, and most of all his staff. He said they were creative, innovative, and hardworking people who had done a marvelous job even in tough economic times.

Commissioner Jung stated the Commission was proud of Mr. Casazza and his staff, and it was an honor to accept the award on their behalf. Commissioner Weber agreed.

In response to the call for public comment, Garth Elliott said Washoe County's web site made the functions of County government more accessible to its citizens. He applauded Technology Services' efforts, but he encouraged the Board to look at what was being spent and if there were possible opportunities for consolidation.

Sam Dehne felt the County's meetings would take place in a vacuum if they were not put on the Internet. He congratulated Technology Services on its first place award, and he acknowledged the County had an excellent web site.

Katy Simon, County Manager, clarified Washoe County was the best digital county in the nation based on its population size. She stated Chris Matthews, E-Government Information Officer, also had a hand in the success of the County's web site. On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 7 be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

# CONSENT AGENDA – AGENDA ITEMS 8A THROUGH 8K(4)

#### 11-749 <u>AGENDA ITEM 8A – COMMUNITY DEVELOPMENT</u>

<u>Agenda Subject</u>: "Appoint Sheila Mortimore as an At-Large member to fill an unexpired term to June 30, 2012 on the Verdi Township Citizen Advisory Board--Community Development. (Commission District 5.)"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Sheila Mortimore be appointed as an At-Large member to fill an unexpired term to June 30, 2012 on the Verdi Township Citizen Advisory Board (CAB).

#### 11-750 <u>AGENDA ITEM 8B – HEALTH DISTRICT</u>

<u>Agenda Subject</u>: "Ratification of Interlocal Agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services to provide consultative and clinical support services for the period upon ratification through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved, authorize Chairman to execute the Interlocal Agreement--Health District. (All Commission Districts.)"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8B be approved, authorized, and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

#### 11-751 <u>AGENDA ITEM 8C – INCLINE JUSTICE COURT</u>

<u>Agenda Subject</u>: "Acknowledge reduced work week for Incline Justice Court employees effective August 15, 2011 in order to meet the Fiscal Year 2012 labor concession target and direct Human Resources and Finance to make necessary adjustments to planned working time--Incline Justice Court. (All Commission Districts.)" Commissioner Jung acknowledged on behalf of the Board, the Incline Justice Court employees reduction of their workweek to help meet the County's Fiscal Year 2012 labor concession target.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8C be acknowledged and directed.

# 11-752 <u>AGENDA ITEM 8D – SOCIAL SERVICES</u>

<u>Agenda Subject</u>: "Approve Amendment #4 for the Washoe County, Nevada Grant Program Contract Shelter Plus Care Program 2, between the County of Washoe and Restart, Inc., to extend term of the Agreement through June 30, 2012 and increases the amount of the grant by \$96,000 of which \$60,000 are HUD Grant funds and \$36,000 are Washoe County matching funds; and if approved, authorize Chairman to sign Amendment, authorize Social Services to expend these reimbursements and direct Finance to make appropriate budget adjustments--Social Services. (All Commission Districts.)"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8D be approved, authorized, and executed.

# 11-753 <u>AGENDA ITEM 8E – WADSWORTH JUSTICE COURT</u>

<u>Agenda Subject</u>: "Approve 3.2% wage reduction for Wadsworth Justice Court employees and health benefit cost share of \$120 per pay period for the elected Justice of the Peace effective August 29, 2011 through June 30, 2012--Wadsworth Justice Court. (Commission Districts 3, 4 and 5.)"

Commissioner Jung acknowledged on behalf of the Board, the 3.2 percent wage reduction taken by the Wadsworth Justice Court employees and the health benefit cost share of \$120 per pay period paid by the elected Justice of the Peace. She noted those concessions were being used to meet their targeted reduction.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8E be approved.

# 11-754 AGENDA ITEM 8F(1) – DISTRICT ATTORNEY

<u>Agenda Subject</u>: "Accept Incentive Grant Awards from the State of Nevada, Child Support Enforcement Program [\$593,204.11]; and if accepted, authorize Finance to make necessary budget adjustments. (All Commission Districts.)"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8F(1) be accepted and authorized.

# 11-755 AGENDA ITEM 8F(2) – DISTRICT ATTORNEY

<u>Agenda Subject</u>: "Approve payments [\$7,496.20] to vendors for assistance of 42 victims of sexual assault; and if approved, authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim's spouses and other eligible persons. (All Commission Districts.)"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8F(2) be approved and authorized.

# 11-756 <u>AGENDA ITEM 8G(1) – MANAGER</u>

<u>Agenda Subject</u>: "Accept resignation of Mr. Ron Nicholson, Audit Committee Chair, from the Washoe County Audit Committee--Internal Audit. (All Commission Districts.)"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8G(1) be accepted.

# 11-757 <u>AGENDA ITEM 8G(2) – MANAGER</u>

# <u>Agenda Subject</u>: "Acknowledge receipt of the Washoe County Cash Controls Follow-Up Audit Report--Internal Audit Division. (All Commission Districts.)"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8G(2) be acknowledged.

# 11-758 <u>AGENDA ITEM 8H(1) – PUBLIC WORKS</u>

# <u>Agenda Subject</u>: "Authorize Request to Bid for Janitorial Services for the Washoe County Small Business Group under one contract. (All Commission Districts.)"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8H(1) be authorized.

# 11-759 AGENDA ITEM 8I(3) – REGIONAL PARKS AND OPEN SPACE

<u>Agenda Subject</u>: "Approve Agreement between Washoe County and Celtic Celebration, Inc., to hold the Celtic Celebration special event at Bartley Ranch Regional Park on October 1-2, 2011; and if approved, authorize Chairman to execute the Agreement. (Commission District 2.)"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8I(3) be approved, authorized, and executed.

# 11-760 AGENDA ITEM 8I(4) – REGIONAL PARKS AND OPEN SPACE

<u>Agenda Subject</u>: "Approve 2011 Phillip & Annie Callahan Park, including Galena Creek Schoolhouse Master Plan update prepared by Lumos and Associates. (Commission District 1.) *Plan on file in County Manager's Office.*"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8I(4) be approved.

# 11-761 <u>AGENDA ITEM 8J(1) – SHERIFF</u>

<u>Agenda Subject</u>: "Accept grant award [\$37,820 - no County match] and Interlocal Contract between Las Vegas Metropolitan Police Department and Washoe County Board of County Commissioners on Behalf of the Washoe County Sheriff's Office for reimbursement of expenses associated with Internet Crimes Against Children investigations; and if approved, authorize Chairman to execute Interlocal Contract and direct Finance to make necessary budget adjustments. (All Commission Districts.)"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8J(1) be accepted, authorized, executed, and directed. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

# 11-762 <u>AGENDA ITEM 8J(2) – SHERIFF</u>

<u>Agenda Subject</u>: "Approve donation of one used surplus 1999 Polaris Jet Ski (Hull # PLE09459E999), one used surplus 2007 Bombardier Jet Ski (Hull # YDV59231D707) and one Midwest Industrial, Inc. double jet ski trailer (VIN # 1MDKNKK156A327558) from the Washoe County Sheriff's Office to the Lake Tahoe Nevada State Park at Sand Harbor in accordance with NRS 244.1505, Section 2.(a)--Equipment Service. (All Commission Districts.)"

Commissioner Jung acknowledged on behalf of the Board, the donation by the Washoe County Sheriff's Office to the Lake Tahoe Nevada State Park at Sand Harbor.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8J(2) be approved.

# 11-763 <u>AGENDA ITEM 8K(1) – WATER RESOURCES</u>

<u>Agenda Subject</u>: "Authorize Water Resources to advertise and solicit bid proposals for the Spanish Springs Valley Monitoring Well Installation Project [anticipated contract amount \$55,000]. (Commission District 4.)"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8K(1) be authorized.

#### 11-764 AGENDA ITEM 8K(2) – WATER RESOURCES

# <u>Agenda Subject</u>: "Authorize Water Resources to advertise and solicit bid proposals for the South Truckee Meadows Water Reclamation Facility 2011 Rehabilitation and Enhancement Project. (Commission District 2.)"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8K(2) be authorized.

#### 11-765 <u>AGENDA ITEM 8K(3) – WATER RESOURCES</u>

<u>Agenda Subject</u>: "Authorize the Program Manager to develop and advertise a bid request for monitoring well drilling services required for the Central Truckee Meadows Remediation District Program. (All Commission Districts.)"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8K(3) be authorized.

# 11-766 <u>AGENDA ITEM 8K(4) – WATER RESOURCES</u>

<u>Agenda Subject</u>: "Approve and authorize the Chairman to execute the Water Rights Deed transferring 12.00 acre-feet of water rights from Washoe County to Steven and Jamie Zissis, to be utilized for ranching purposes only. (Commission District 2.)"

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8K(4) be approved, authorized, and executed.

# 11-767 <u>AGENDA ITEM 8H(2) – PUBLIC WORKS</u>

<u>Agenda Subject</u>: "Approve First Amendment to the Amended and Restated Lease Agreement between Washoe County and the Nevada Humane Society to allow the transfer of utility service at the Regional Animal Services Center, 2825 A Longley Lane for the purpose of installation of an alternative energy system (solar) [no fiscal impact to Washoe County], installation is being provided to the Nevada Humane Society; and if approved, authorize Chairman to execute First Amendment. (All Commission Districts.)"

# \*<u>10:37 a.m.</u> Commissioner Larkin arrived.

Commissioner Weber said the staff report indicated the First Amendment, "... defines how billings are to be completed for the twenty year term of the power purchase agreement (PPA)." She asked if amending the lease agreement would extend it for 20 years. Dan St. John, Public Works Director, stated that question had not come up, and he understood this agreement needed to be looked at by the Board at regular intervals. He asked Dave Solaro, Assistant Public Works Director, if it was a 20 year lease agreement or would it come back to the Board in three to five year intervals to be refreshed. Mr. Solaro replied the agreement still had the same intervals for refreshment, but it had not been discussed with legal counsel if the amendment would tie the County to 20 years. He said staff would have to look at how the change affected the original lease.

Commissioner Weber asked if that discussion had been held regularly. Mr. St. John believed it had been discussed at least twice since the original lease agreement was signed.

Mr. St. John suggested continuing this item. He asked Jesse Jones, Clear Path Humane, LLC, if there would be any danger to his firm if the Board chose not to extend the lease agreement with NHS in three to five years. Mr. Jones replied the current PPA agreement between NHS and the project company was contingent on the lease between Washoe County and NHS and, if the County terminated the lease with NHS, Clear Path's agreement would also terminate.

Mr. Lipparelli advised the proposed new Section 10 of the First Amendment to the Amended and Restated Lease Agreement described the obligation of the Lessee to pay for electricity and provided for the manner in which the net metering credits would be allocated between the parties. He stated it had no direct impact on the term of the underlying lease agreement. He said he could not discern any reason not to act on the First Amendment today.

Commissioner Larkin asked if this type of arrangement was in affect at any other facility in the County. Mr. Solaro replied Washoe County had not entered into any agreement with a power purchase group, but he believed the City of Reno was planning to do so for some of the City facilities. He said the County's four existing solar facilities were purchased outright, which the County installed and maintained.

Commissioner Larkin said the County's Administrative Complex was participating in the credit program, so why was this credit being extended to an outside agency. Mr. Solaro said NHS put together the financing and applied to NV Energy so they would get the rebate according to new NV Energy requirements. He stated the County would need to have the financing in place, the contract signed, and everything ready to go with NV Energy to get the rebate. He said NHS went through that process and was able to get credit for a 200 kW system. He advised NHS was planning to apply for another 200 kW. He noted a 400 kW system meant NHS would be producing more power then they used and Washoe County would see the benefit of a reduction in its energy bill. Commissioner Larkin asked if NV Energy's requirements were relatively new. Mr. Solaro replied they were. He stated they were put into place to guarantee allocations would be used, because many previously granted allocations had not been used.

Commissioner Larkin asked if it was anticipated there would be any other areas in the County where there would be a joint-use agreement. Mr. Solaro indicated he did not believe there would be. He stated all of the other agreements were with governmental entities, and this was the only one with a private partnership.

Commissioner Humke asked if the intended expansion for 200 kW more would require a second amendment. Mr. Solaro stated legal counsel had advised the expansion would be covered under this Amendment because the electric meter would be in NHS's name.

Commissioner Humke said he interpreted this as giving away a County benefit to a private entity. He noted even though NHS was providing the financing, they were gaining benefit by using Washoe County property. Mr. Solaro stated the solar panels would be located on land leased from the Reno-Tahoe Airport Authority. Commissioner Humke felt this Amendment should not be approved without conducting a policy analysis.

There was no response to the call for public comment.

Commissioner Jung made a motion to approve the First Amendment to the Amended and Restated Lease Agreement between Washoe County and the Nevada Humane Society (NHS) for the purpose of installing an alternative energy system without any fiscal impact to Washoe County. Commissioner Weber seconded the motion.

Commissioner Humke felt the statement, "no fiscal impact to Washoe County" was incorrect because Washoe County could save considerable money if it entered into this agreement itself. He advised he would vote "no." Commissioner Larkin agreed there needed to be a policy discussion prior to this item moving forward because there would be a benefit, and the discussion on the benefit had not been fully vetted by the Commission. He said voting affirmatively on this Amendment would set the policy by setting a precedent. He stated he would also vote "no."

Commissioner Weber withdrew her second because she agreed with Commissioners Larkin and Humke. She said a better fiscal analysis on this item should be brought back to the Board's next meeting. Chairman Breternitz asked if there was another second to Commissioner Jung's motion. He said hearing none the motion died due to a lack of a second.

Commissioner Jung asked Mr. Jones to come up and identify whether a "no" vote would place the project at risk. Mr. Jones said the financing in place would

disappear if this Amendment was not approved, and the lease with the Reno-Tahoe Airport Authority was dependent on its approval also. He advised the rebates were specifically given to NHS and they could not be transferred to Washoe County. He said this project would save NHS \$90,000 over six years, would generate \$182,000 in revenue for the Airport Authority, and would put approximately 22 service technicians employed by a local contractor to work for a month and a half while the system was completed.

Commissioner Jung made a motion to approve the First Amendment to the Amended and Restated Lease Agreement between Washoe County and the Nevada Humane Society and have the Chairman execute the Agreement. She said after the Agreement was executed there could be a policy discussion. She stated she did not want to put so many jobs at risk or to lose the financing, which was difficult to obtain in today's economy. She also felt any form of revenue generation was worth more than its weight in gold. Commissioner Weber seconded motion. She agreed the fiscal impact needed clarification, because there was a fiscal impact to the County. She advised she did not want to see this type of thing come to the Board again on such short notice.

Commissioner Humke believed only certain entities were informed of the change in NV Energy's policy and a "yes" vote was essentially guaranteeing the policy discussion would never happen. He felt it would then become a de facto policy. He said this item was driven by everything "green" was wonderful and everything else was not. He stated the Board was essentially giving away an asset that belonged to the citizens of Washoe County by approving this item.

Katy Simon, County Manager, stated staff was not trying to do anything secret or underhanded, but was trying to save the County money consistent with the Board's adopted policy on energy use with which the project was consistent.

Chairman Breternitz said regardless of how the vote went, he suggested the policy discussion be placed on the next possible agenda.

On the call for the vote, the motion duly carried with Commissioners Humke and Larkin voting "no" on Agenda Item 8H(2).

# 11-768 AGENDA ITEM 8I(1) – REGIONAL PARKS AND OPEN SPACE

<u>Agenda Subject</u>: "Request to assign Chapter 95 of the Washoe County Code relating to parks and recreation to the District Attorney's Office to draft an ordinance which would repeal certain sections of the chapter relating to the parks commission, the use and names of parks facilities and possession of a firearm on park property, add provisions related to remote/radio controlled devises and the use of food storage lockers and amend general provisions for parks commissions, group use permits and the use of parks including adding powers for enforcement officers to issue notices of violation and citations for violations of Chapter 95 and providing other matters properly relating thereto. (All Commission Districts.)" Katy Simon, County Manager, said staff was following the procedure laid out in Ordinance, which required coming to the Board for initial direction on the District Attorney's Office drafting changes to Chapter 95 of the Washoe County Code brought forward by the Open Space and Regional Parks Commission in July 2009.

Doug Doolittle, Regional Parks and Open Space Director, advised the last large change to Chapter 95 occurred in 1987. He said since then many parks were developed, along with many new programs. He stated some provisions needed to be addressed to comply with State law, such as the firearm provision. He said firearms were a complex issue and staff needed to make sure enforcement was handled correctly. He stated there also needed to be changes to address the Open Space and Regional Parks Commission meeting less frequently, which would cut costs, and to address how foodstorage lockers were used in the campgrounds since they did not exist in 1987 when Chapter 95 was last changed.

Commissioner Humke asked if there had been a more recent meeting of the Open Space and Regional Parks Commission regarding changing the Ordinance. Mr. Doolittle replied the last discussion occurred on July 7, 2009. Commissioner Humke stated that was quite a gap. Mr. Doolittle said staff had been working on it actively over the last few years with the District Attorney's Office, but schedules did not allow time to be spent on getting the changes made. He stated this request was an attempt to get the Ordinance pushed forward.

Commissioner Humke said he wanted public involvement regarding any changes to the Ordinance. Mr. Doolittle agreed.

Commissioner Humke asked if the park rangers had peace officer powers under the current Ordinance. Mr. Doolittle replied they did not. Commissioner Humke asked if they would gain them under the proposed changes. Mr. Doolittle said they would gain limited powers, but would not carry firearms. He advised it was not being suggested the rangers get full Peace Officers Standards and Training (P.O.S.T.) certifications, but to have the ability to issue citations when rules were abused if the review by the District Attorney's Office deemed it appropriate.

Commissioner Humke asked for clarification regarding what bullet 3 under Background in the staff report referred to. Mr. Doolittle stated it referred to remote controlled planes, because there was no provision in Chapter 95 that prohibited or allowed the use of those devices in County parks.

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8I(1) be approved.

#### 11-769 AGENDA ITEM 8I(2) – REGIONAL PARKS AND OPEN SPACE

# <u>Agenda Subject</u>: "Adopt a Resolution of Support for the Pyramid Highway/US 395 Connector Project Environmental Impact Statement for cooperative planning efforts related to Sun Valley Open Space [APN 035-370-01]; and if adopted, authorize Chairman to execute Resolution. (Commission Districts 3 and 5.)"

Commissioner Weber stated she was concerned about the comment in the staff report summary that stated, "...while minimizing impacts to Sun Valley Community as part of the project." She believed that statement should not be in the summary, because the Connector Project would be a huge project for the community.

Jennifer Budge, Park Planner, reviewed the parcel's background and location as shown on the map included with the staff report. She clarified this Resolution did not endorse the entire Pyramid Highway/US 395 Connector Project, but was supportive of cooperative planning efforts and was in the same format used for the Sun Valley Regional Park. She clarified staff's goal was to ensure the recreational opportunities could still be provided and to work cooperatively with the adjacent property owners. She felt cooperative planning could minimize relocations in Sun Valley.

Commissioner Weber stated that information was very helpful, and she felt the citizens of Sun Valley would see this Resolution as a positive, and not a negative.

In response to the call for public comment, Garth Elliott said Ms. Budge's presentation shed some light on a couple of concerns. He stated only a few people in Sun Valley wanted the Pyramid Highway/US 395 Connector Project to go through Sun Valley. He said there were other viable alternatives that would eliminate bisecting Sun Valley while alleviating the congestion on Pyramid Highway and with its intersection with McCarran Boulevard. He was glad County staff was not endorsing the project and was encouraging the project be dropped further south to eliminate taking out 30-40 homes. He reiterated the alternatives would not do everything the Regional Transportation Commission (RTC) wanted, but would have minimal impact on Sun Valley.

**<u>11:22 a.m.</u>** Commissioner Humke left the meeting.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 8I(2) be adopted, authorized, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

# BLOCK VOTE – AGENDA ITEMS 11, 14, 15, 17, AND 18

<u>**11:28 a.m.**</u> Commissioner Humke returned.

Commissioner Jung noted Agenda Item 14 would create five jobs, Agenda Item 15 would create three jobs, and Agenda Item 18 would also create an unknown number of jobs.

# 11-770 <u>AGENDA ITEM 11 – SOCIAL SERVICES</u>

<u>Agenda Subject</u>: "Recommendation to award Request for Proposal #2777-11 for the Community Based Case Management Substance Abuse Support Program, to The Children's Cabinet, 1090 S. Rock Blvd., Reno [annual award amount \$200,000] on behalf of Washoe County Department of Social Services; and if awarded, request that the Purchasing and Contracts Manager execute the Agreement with The Children's Cabinet for Fiscal Year 2012, with option to renew for two additional one-year periods--Social Services. (All Commission Districts.)"

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 11 be awarded and executed.

# 11-771 <u>AGENDA ITEM 14 – PUBLIC WORKS</u>

<u>Agenda Subject</u>: "Recommendation to award bid for the Incline Way Pedestrian Path, Village Boulevard to Southwood Boulevard project to the lowest responsive and responsible bidder (staff recommends V & C Construction [\$286,800 - funding source--Transportation Equity Act with 5% in-kind match]; and if awarded, authorize the Chairman to execute contract documents--Public Works. (Commission District 1.)"

Commissioner Weber said a similar path was approved in Lemmon Valley and was under construction. She stated citizens were concerned about the path because it was being constructed on the opposite side of the road from the bus stop. She said some citizens felt there needed to be a bike lane, and other citizens indicated they moved to the unincorporated County because they did not want sidewalks.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 14 be awarded, authorized, and executed.

#### 11-772 <u>AGENDA ITEM 15 – PUBLIC WORKS</u>

<u>Agenda Subject</u>: "Recommendation to award bid for 911 Parr Boulevard Housing Unit Three Hardening project to the lowest responsive and responsible bidder (staff recommends Farr Construction) [\$331,348 - funding source--Capital Improvement

# Fund]; and if approved, authorize Chairman to execute contract documents--Public Works. (Commission District 3.)"

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 15 be approved, authorized, and executed.

# 11-773 AGENDA ITEM 17 – HUMAN RESOURCES

Agenda Subject: "Recommendation to approve and acknowledge wage/cost reductions and/or health benefit program cost sharing for Public Attorneys, DA Investigators, Nurses and Washoe County Employee Association bargaining units, and Elected Officials to include: an interim continuation of the Washoe County Public Attorneys' Fiscal Year 2010/11 health benefit program cost share of \$162.36 per employee, per pay period from July 1, 2011 through September 30, 2011; an interim continuation of the Washoe County District Attorney Investigators' Fiscal Year 2010/11 health benefit program cost share of \$139.41 and \$169.48 per employee, per pay period for non-supervisory and supervisory attorneys respectively, from July 1, 2011 through September 30, 2011; an interim continuation of the Fiscal Year 2010/11 health benefit program cost share for Washoe County Nurses of \$81.81 and \$109.36 per employee, per pay period for non-supervisory and supervisory nurses respectively, from July 1, 2011 and continuing until Fiscal Year 2011/12 negotiations are completed; an interim continuation of the Fiscal Year 2010/11 wage reduction for Washoe County Employee Association employee groups of 3.44% and 3.34% for non-supervisory and supervisory/administrative employees respectively, effective July 4, 2011 and continuing until Fiscal Year 2011/12 negotiations are completed; and acknowledge voluntary financial contributions from Washoe County Elected Officials of 5% of their annual base salaries and an additional \$50 per pay period, per elected official, contributed toward the County health benefit program from July 4, 2011 through June 30, 2012--Human **Resources.** (All Commission Districts.)"

In response to the call for public comment, Garth Elliott said he encouraged the Board to continue to try to get a handle on employee benefits because doing so was critical to the health of Washoe County.

Commissioner Jung thanked everyone for helping the County meet its targeted reductions for this Fiscal Year.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 17 be approved and acknowledged.

#### 11-774 AGENDA ITEM 18 – REGIONAL PARKS AND OPEN SPACE

<u>Agenda Subject</u>: "Recommendation to accept a grant [\$1,116,200 - no match required] from the Southern Nevada Public Lands Management Act Program, United States Department of the Interior, Bureau of Land Management, to construct the Ballardini trailhead and trails on APN 222-080-07, owned by Washoe County Regional Parks & Open Space; and if accepted, authorize Chairman to sign the Grant and Cooperative Agreement, authorize Director of Regional Parks and Open Space to sign all other subsequent necessary documents associated with the administration of the grant and authorize Finance to make appropriate budget adjustments--Regional Parks and Open Space. (Commission Districts 1 and 2.)"

Commissioner Weber said she and many constituents were concerned about spending \$1,116,200 to construct the Ballardini trailhead if there was no money to maintain it. She stated that was why she would be voting "no" on this item.

Commissioner Humke said this trailhead had been on the books for quite some time. He stated this was an example of development going right up to federal land and this trailhead would facilitate the movement of people onto those lands. He said it would be maintained if Mr. Doolittle stated it would be. He believed the design of the improvements would make the improvements easier to maintain.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Weber voting "no," it was ordered that Agenda Item 18 be accepted, authorized and executed.

- **<u>11:38 a.m.</u>** The Board convened as the Board of Fire Commissioners for the Sierra Fire Protection District (SFPD) with all members present.
- **12:42 p.m.** The Board adjourned as the SFPD and reconvened as the Board of County Commissioners with Commissioner Humke absent.

# 11-775 <u>AGENDA ITEM 10 – PRESENTATION</u>

# <u>Agenda Subject</u>: "Presentation on Amtrak Accident Response from Washoe County--Emergency Management. (All Commission Districts.)"

# **<u>12:43 p.m.</u>** Commissioner Humke returned.

Aaron Kenneston, Emergency Manager, said he and several individuals representing the emergency response community were present to talk about the Amtrak passenger train accident on June 24, 2011. Mr. Kenneston reviewed the PowerPoint presentation regarding Washoe County's emergency preparedness plans and the regional aid provided to Churchill County after the Amtrak crash by the Reno Fire Department, Regional Emergency Medical Services Authority (REMSA), Washoe County Sheriff's Office Forensic Investigations, and the Washoe County Medical Examiner. He noted the Northern Nevada Red Cross also responded and helped establish shelters. A copy of the presentation was placed on file with the Clerk.

Brian Taylor, Director of Special Operations for REMSA, reviewed REMSA's response to the Amtrak accident. He discussed the importance of the emergency response training that occurred in the region on a regular basis.

Dean Commons, Forensic Investigations Deputy Sheriff, stated he and two of his coworkers were part of a secondary callout the next morning to take photographs and document victim recovery. He stated he assisted the Coroner's Office with the autopsies after victim recovery was completed.

Doctor Ellen Clark, Chief Medical Examiner, thanked the Board for the opportunity to speak regarding the interagency support and the timeliness of the invaluable training and funding for the equipment to respond to a mass fatality incident. She said she could not emphasize enough how important the interagency support was to the Medical Examiner's Office. She said the Amtrak accident was a challenging incident for the Medical Examiner's Office due to the catastrophic nature of the event and the condition of the remains.

Karen Brown, Deputy Coroner Technologist and American Board of Medical Legal Death Investigator, reviewed the mass fatality plan. She noted Dr. Clark determined the accident to be a level one activation based on the field operations guide. She said that meant the Medical Examiner's Office would be assisting another agency, while maintaining its own operations. She reviewed the steps taken after the level one determination. She advised when they arrived on scene darkness was falling, so a briefing was planned for the next morning.

Elizabeth Beadle, Deputy Coroner Technologist and American Board of Medical Legal Death Investigator, said after the briefing, a daytime assessment was made to indentify if any additional equipment or support was needed. She said while the assessment was being done, the Office used the Unified Victim Identification System (UVIS) to take basic information from family members or friends about anyone missing to help determine the victims' identities. She stated the passenger manifest was unclear regarding the number of missing, which could have been as high as 29 passengers. She said Dr. Clark determined additional assistance would be needed based on the number presumed missing and a call was made to obtain the help of a forensic anthropologist. She stated the amount of recovery time was limited because the recovery team was in full protective gear and it was hot, so recovery was an all day process. She said maintaining the integrity of the bodies was important to help indentify the victims.

Dr. Clark stated by day three it was confirmed there were six deceased. She advised one of the Medical Examiner's mandates was to positively identify the remains and to notify the next of kin. She discussed the identification process. She commended her staff and all of the agencies for their efforts.

Commissioner Humke stated he was glad Washoe County resources worked well with State, federal and private agencies. He said he believed this proved going with a Medical Examiner/Coroner was the right approach.

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

# 11-776 AGENDA ITEM 12 – MANAGEMENT SERVICES/FIRE SERVICES COORDINATOR

<u>Agenda Subject</u>: "Discussion and possible approval of the Multi-Stakeholder Emergency Medical Services Task Force recommendation to select TriData Division, System Planning Corporation to conduct a comprehensive analysis of the countywide emergency medical system and possible approval of a related proposed consultant professional services agreement [not to exceed \$77,943], determination whether to condition commencement of the agreement on contributions from six partnering agencies, authorization for staff to seek contributions; and if so approved, authorize transfer of budget authority from the General Fund Contingency Account to Management Services Fire Services Support #101830 in the amount of \$77,943 and direct Finance to make appropriate adjustments and disband the Task Force--Management Services/Fire Services Coordinator. (All Commission Districts.)"

Chairman Breternitz inquired if any information Regional Emergency Medical Services Authority's (REMSA) needed to successfully complete the study would be lacking. Katy Simon, County Manager, stated REMSA's e-mail said they would provide data within their determination of what was appropriate, and she suggested calling REMSA's representative forward to clarify.

Chairman Breternitz said in doing the analysis, the information from REMSA would be extremely important to the end product. He asked if REMSA's understanding was they would provide the information for the successful completion of the study. Mitch Nowicki, REMSA, said he was not at liberty to give an answer to that question today. He stated the information provided by Ms. Simon was what REMSA's stance was at this particular point in time. Chairman Breternitz said that was not good enough for him.

Commissioner Humke suggested continuing this item. Chairman Breternitz agreed, because he felt the Board needed some assurance it would be getting the appropriate information.

Commissioner Humke made a motion to continue approval of the Multi-Stakeholder Emergency Medical Services Task Force recommendation to select TriData Division, System Planning Corporation to conduct a comprehensive analysis of the countywide emergency medical system. Commissioner Weber seconded the motion.

Ms. Simon asked if the Board would consider granting a conditional approval, because this item could not be brought back until September 13, 2011. She suggested the Board delegate to the Chairman the authority to have the project move forward pending the Chairman's satisfaction with REMSA's commitment to participate.

Commissioner Humke stated he did not see how anything would be different. Commissioner Weber said the Chairman was quite interested in getting the information and the project would not move forward if he did not get it. Chairman Breternitz stated he did not mind doing that, but there had been plenty of time to get this commitment from REMSA. He said that was one of the items discussed when he attended the task force meeting a number of months ago, but there still was no full commitment from REMSA. He felt it would not make any sense to pursue this unless REMSA committed to provide the information needed to conduct the study.

Commissioner Larkin said he was not willing to move forward with this agreement, but he was willing to authorize the Chairman to start a serious dialogue with REMSA.

Commissioner Humke withdrew his motion.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered the approval of the Multi-Stakeholder Emergency Medical Services Task Force recommendation to select TriData Division, System Planning Corporation to conduct a comprehensive analysis of the countywide emergency medical system be continued and Chairman Breternitz be authorized to begin negotiations with the Regional Emergency Medical Services Authority's (REMSA) regarding the data needed from them. It was further ordered the Chairman was authorized to sign the consultant professional services agreement if a satisfactory conclusion was reached between the Chairman Breternitz and REMSA.

Mr. Slaughter said there were several other points in the staff recommendation, such as authorizing staff to seek contributions from the County's partners and authorizing the disbanding of the task force.

Chairman Breternitz said it seemed if some of the background work could be done as far as getting assurances from other entities regarding contributions and that sort of thing, when this came back to the Board they would be accepting contributions instead of seeking them. He asked if the Board wanted to instruct staff to seek contributions from the other entities. Mr. Slaughter said the other item was disbanding the task force. On motion by Chairman Breternitz, seconded by Commissioner Larkin, it was ordered that staff be directed to seek contributions from the other entities and to disband the task force.

There was no public comment on this item.

#### 11-777 AGENDA ITEM 13 – COMMUNITY DEVELOPMENT

<u>Agenda Subject</u>: "Recommendation to review and discuss the *Scope of Work for Business Licenses* approved by the Shared Services Elected Officials Subcommittee on Building Permits and Business Licenses and possibly direct County staff to fully participate in the work plan outlined within the Scope of Work--Community Development. (All Commission Districts.)"

Bob Webb, Planning Manager, said slide 3 showed the Shared Services Elected Officials Committee (SSEOC) approved the scope of work for Business Licenses on June 16, 2011. He discussed the major components in the scope of work as outlined on slide 5. He explained the multi-jurisdictional business license would allow a business owner, who conducted business in two or more jurisdictions, to go to the jurisdiction where the business was located to obtain the licenses. He stated once the licenses were approved, the home jurisdiction would collect the fees and forward the paperwork and the fees electronically to the other two jurisdictions, thereby saving the business owner two steps. He stated the work was about 75 percent complete, and the technical details were being worked through with the intent of having it implemented by January 2012. He said prior to its implementation, the SSEOC would get an update in September 2011, and the stakeholders would be contacted for their input to make sure staff had not forgotten anything before obtaining the final approval.

Mr. Webb said the final five bullets on slide 5 were items that would happen down the road. He stated the technical challenge to the on-line license application was each jurisdiction used its own database, but an attempt would be made to have a common look and feel for the license applications, the online application, and the online payments. He said the Secretary of State's Office had been working on a single portal where any business owner in the State of Nevada could go to as a resource for business information. He stated staff was meeting with them in September to help facilitate that discussion and to fully participate in that effort where it made sense to do so. He stated hopefully that effort and the on-line license application would mesh. He advised the ultimate goal would be to have a regional business license.

Mr. Webb asked the Commissioners to let him know if they had names of people they thought should participate as stakeholders. He advised the recommendation was for the Board to direct staff to continue with the scope of work in the seven areas shown on slide 5. He advised both the Cities of Reno and Sparks had been involved in this effort from the beginning. Commissioner Weber said there had been talk about combining business licenses for a long time and there were many agencies that would like to see that happen. She asked why there had been no talk about one-stop-shop where businesses would come to the County for the license due to its central location. Katy Simon, County Manager, said it was certainly the desire to move towards that, but there was not the willingness by all parties to see that occur. She stated some people saw that as being a step away from customer service because it could make people travel further to submit an application. She said this first step would enhance customer service, would not be a detriment to the entities, and everyone was willing to do it. She congratulated the team that had worked to get the process this far.

Commissioner Weber agreed this was the first step, but it was still more government. She hoped the County could encourage everyone to get on board to do a one-stop-shop.

Commissioner Larkin asked if there would be additional administrative fees by the home agency and about renewing business licenses. Mr. Webb stated what each jurisdiction charged for a first time application would remain the same. He said the City of Reno used a sliding fee based on projected first year receipts, but decided to go with a set fee, at least for the first year, to avoid having the other entities make those calculations. He stated renewals would be handled by each jurisdiction but, if the business terminated, the other jurisdictions would be notified. Commissioner Larkin asked if the license would be one piece of paper. Mr. Webb replied it would be one form with three logos, which had been used for the last two years; and the supporting paperwork required the same information for all three jurisdictions. He said they would turn in one set of papers instead of making two copies as they do currently, and they would then be given a multi-jurisdictional receipt. Commissioner Larkin asked if there would be one business license. Mr. Webb said one business license would be received through the mail from each jurisdiction in which the business would be conducted. Commissioner Larkin said it was a step in the right direction, but it was still not there. He advised paperwork was a big burden especially for a small business. He believed by dong this there should be some kind of economy of scale, which would reduce the fees. He agreed the regional business license was the way to go, but it might require legislative approval.

Chairman Breternitz agreed this was a start. He said the key part of this item was to direct staff to keep participating in the effort.

During Public Comment under the Sierra Fire Protection District agenda, Garth Elliott stated there needed to be one Business License Division for Washoe County and the Cities of Reno and Sparks, which would save everyone money. He felt the same should be true for the Building Departments.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that staff be directed to continue the dialog and to move forward along the lines Mr. Webb outlined, emphasizing these were baby steps and it was anticipated there would be greater and greater strides when it came to the shared services and the multi-jurisdictional business license.

# 11-778 <u>AGENDA ITEM 32 – CLOSED SESSION</u>

<u>Agenda Subject</u>: "Possible Closed Session for the purpose of discussing negotiations with Washoe County and Sierra Fire Protection District Employee Organizations per NRS 288.220."

- **<u>1:30 p.m.</u>** On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, the Board went into Closed Session for the purpose of discussing negotiations with Washoe County Employee Organizations per NRS 288.220.
- **<u>3:06 p.m.</u>** The Board reconvened with Commissioners Weber and Humke absent.

# 11-779 <u>AGENDA ITEM 16 – PUBLIC WORKS</u>

<u>Agenda Subject</u>: "Recommendation to approve a Resolution concerning Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads); determining the cost of the project of \$10,287,000, the amount to be assessed and ratifying the assessment roll for the district; fixing the time and place when complaints, protests, and objections to the assessment roll will be heard; providing other details in connection therewith; and if approved, authorize the Chairman to execute the Resolution. (Set public hearing for September 27, 2011, 6:00 p.m.)--Public Works. (Commission District 4.)"

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioners Humke and Weber absent, it was ordered that Agenda Item 16 be approved, authorized, and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

#### 11-780 AGENDA ITEM 19 – HUMAN RESOURCES/LABOR RELATIONS

<u>Agenda Subject</u>: "Recommendation to approve Amendment #1 to the Contract Agreement between the County of Washoe and Renne Sloan Holtzman Sakai LLP (originally approved March 8, 2011) to provide labor relations' negotiations and consulting services to Washoe County for all 2011/12 Collective Bargaining Agreements [not to exceed \$45,000 - funding available in Human Resources adopted 2011 budget]: and if approved, authorize Chairman to execute Amendment #1 to the Contract Agreement--Human Resources/Labor Relations. (All Commission Districts.)" John Berkich, Assistant County Manager, advised due to the protracted negotiations with the all of the associations, especially the Sierra Fire Protection District (SFPD), the amount stipulated in the original contract had been exceeded. He said the cost for the SFPD negotiations was approaching \$80,000, which was why the cost was bifurcated. He stated this item was seeking an additional \$45,000 for the County bargaining units, which would be adequate to take the negotiations through to any impasse process. He said at the next meeting of the SPFD there would be a separate item to approve a reimbursement to the County for the amount already paid by the County on behalf of the SFPD, and to seek the Board's authorization for an amount approximating \$100,000 at this point for the total work done by this consultant on behalf of the SPFD.

Commissioner Larkin stated this proved to be a wise investment based on today's outcome of the negotiations with the SFPD. He said negotiations were not cheap and they used resources, time and energy.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioners Humke and Weber absent, it was ordered that Agenda Item 19 be approved, authorized, and executed.

**<u>3:12 p.m.</u>** Commissioner Humke returned.

# 11-781 <u>AGENDA ITEM 20 – SOCIAL SERVICES</u>

<u>Agenda Subject</u>: "Recommendation to reject all bids for the operation of the Community Assistance Center; and if approved, recommendation to approve Amendment #4 to the Cooperative Agreement related to the operation of the Homeless Community Assistance Center between the City of Reno, Washoe County and the City of Sparks; and if approved, authorize Chairman to execute Amendment #4; and, recommendation to appoint one member and one alternate member to the Transitional Governing Board--Social Services. (All Commission Districts.)"

Katy Simon, County Manager, advised new Housing and Urban Development (HUD) regulations in January 2012 would govern the allocation of HUD funding to localities, which the Cities of Reno and Sparks relied on. She stated the regulations would mandate certain performance measures for homeless services, and those performance measures could not be retroactively imposed in the existing contract specifications. She said the entities' staffs got together and came up with a new Request for Proposal (RFP) process, which built on what had been done before while incorporating the new HUD requirements. She said this was a collaborative proposal from the staffs of the three governments, which had been approved by the City of Sparks and which was on the City of Reno's agenda tomorrow.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 20 be approved, authorized, and executed. It was further ordered that Commissioner Jung be appointed as the member and Commissioner Weber as the alternate member to the Transitional Governing Board.

# 11-782 <u>AGENDA ITEM 21 – FINANCE</u>

<u>Agenda Subject</u>: "Recommendation that the Board of County Commissioners approve and authorize the Chairman to execute an amendment to the Cooperative Agreement between the Reno-Sparks Convention and Visitors Authority and Washoe County to establish a sinking fund for the prepayment of the 2011 Refunding Bonds and deleting provisions of the agreement that are no longer operative--Finance. (All Commission Districts.) To be heard before Agenda Item #22."

John Sherman, Finance Director, said the amendment would establish a sinking fund and would also delete provisions in the agreement that were not applicable any longer. He explained a certain percentage of any Reno-Sparks Convention and Visitors Authority (RSCVA) room tax revenue above \$22 million would be put towards the sinking fund to pay off the debt early, thereby capturing lower interest rates and leveling the debt service payment by extending the payments by three years.

Mr. Sherman said there was a correction to the signature page of the Cooperative Agreement in the Board's packet, which he submitted to the Clerk, and that Cooperative Agreement in its entirety would substitute for the current Cooperative Agreement.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 21 be approved, authorized, and executed with the substitution of the corrected signature page. The Amendment to Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

# 11-783 <u>AGENDA ITEM 22 – FINANCE</u>

<u>Agenda Subject</u>: "Recommendation that the Board of County Commissioners approve and execute an ordinance designated by the short title "2011 RSCVA Ratification Ordinance"; consenting and agreeing to be bound by the provisions of the Authority's resolution authorizing the issuance of the General Obligation (limited tax) Reno-Sparks Convention & Visitors Authority refunding bonds (additionally secured with pledged revenues), Series 2011 in the maximum principal amount of \$94,750,000; ratifying action taken, approving and confirming action to be taken in the Authority's financing and in the imposition, collection and assignment of room taxes and the pledge of such taxes to said bonds; prescribing other details in connection herewith; and providing for its adoption as if an emergency exists and the effective date thereof--Finance. (All Commission Districts) To be heard after Agenda Item #21."

Nancy Parent, Chief Deputy County Clerk, noted this Ordinance, as read by Katy Simon, County Manager, would be Bill No. 1650 and Ordinance No. 1469.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, it was ordered that Ordinance No. 1469, Bill No. 1650, entitled, "An Ordinance designated by the short title "2011 RSCVA Ratification Ordinance": consenting and agreeing to be bound by the provisions of the Authority's resolution authorizing the issuance of the General Obligation (limited tax) Reno-Sparks Convention & Visitors Authority refunding bonds (additionally secured with pledged revenues), Series 2011 in the maximum principal amount of \$94,750,000; ratifying action taken, approving and confirming action to be taken in the Authority's financing and in the imposition, collection and assignment of room taxes and the pledge of such taxes to said bonds; prescribing other details in connection herewith; and providing for its adoption as if an emergency exists and the effective date thereof," be approved, adopted and published in accordance with NRS 244.100.

# 11-784 <u>AGENDA ITEM 23 – DISTRICT ATTORNEY</u>

<u>Agenda Subject</u>: "Recommendation to approve and execute a Resolution finding that refunds of certain property tax payments are due, directing the treasurer to make such refunds, directing that subsequent apportionments of revenues from property tax to the other taxing units in the county which levied a tax represented in the combined tax rate be withheld, directing the treasurer to keep a list of refunds and other matters properly related thereto--District Attorney. (All Commission Districts.)"

Paul Lipparelli, Assistant District Attorney, said a letter from Attorney Suellen Fulstone dated August 22, 2011 requested the Board not limit itself in any way by acting on this Resolution to issue refunds to only 8,700 people. A copy of the letter was placed on file with the Clerk. He said the Treasurer's list referenced the same number as in Ms. Fulstone's letter, which included over 1,000 tax exempt parcels, and the number of refunds might be less than 8,700. He requested the Board insert the word "approximately" in front of the 8,700 properties referenced in the second paragraph of the Resolution.

Mr. Lipparelli said in two previous meetings, the Nevada Supreme Court's decision on the Berrum vs. Otto case was discussed and background information was

provided in the staff report for this item. He stated the Board had the authority under State law to direct the refund amounts be withheld from future allocations of property tax revenues to the other districts that shared in those revenues. He explained by adopting the Resolution, the Board would be acknowledging the refunds were due, would be directing the Treasurer to make the refunds, and would be authorizing withholding the refund amounts from subsequent apportionment of revenues to the other overlapping tax districts. He said the Resolution also addressed whether interest should be charged to the other overlapping tax districts, which would be considered by the Board in a subsequent item. He stated the last thing the Resolution did was to direct the Treasurer to keep a list of all of the refunds made and to make that list available to the public, which was required by the statute that authorized this action by the Board.

Mr. Lipparelli said the staff report referenced an incorrect interest rate and the correct amount was 0.5 percent per month.

**<u>3:28 p.m.</u>** Commissioner Weber arrived.

Commissioner Larkin asked if Item No. 4 in the Resolution was still relevant. Mr. Lipparelli replied it was, and it was covered in Agenda Item 36.

There was no response to the call for public comment.

Commissioner Weber felt the description for this agenda item was not very transparent.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 23 be approved, authorized, and executed with the following correction: In the second paragraph of page 1, insert the word "approximately" before 8,700 and the interest rate referenced in the staff report should be .5 percent per month. The Resolution for same is attached hereto and made a part of the minutes thereof.

# 11-785 <u>AGENDA ITEM 36 – DISTRICT ATTORNEY</u>

<u>Agenda Subject</u>: "Discussion and action directing the payment of interest on certain property tax overpayments for properties at Lake Tahoe and compliance with court orders in Otto vs. Berrum (Case No. CV09-02534--District Attorney. (All Commission Districts.)"

Paul Lipparelli, Assistant District Attorney, stated the Resolution in Agenda Item 23, which the Board just adopted, involved the statute authorizing subsequent tax distributions could fund the refunds. He advised the statute did not contemplate the payment of interest directly, but the District Attorney's Office felt it was the closest applicable statute. He stated the question became whether the Board wanted to charge the other taxing districts a share of the interest the court ordered paid, and this item gave the Board the opportunity to direct whether or not the interest should be charged to the other districts. He stated the argument in favor of doing so was those districts, like the County, had the use of the tax overpayments for the same period of years the County had; and fairness would dictate those districts pay their fair share of interest on the money they had the use of over those years. He noted the Incline Village General Improvement District (IVGID) objected to paying the interest, because IVGID had no dominion in the tax litigation.

Mr. Lipparelli said it was estimated the interest portion of the tax refund was \$6.2 million and Washoe County's estimated share was \$2.6 million.

There was no response to the call for public comment.

Chairman Breternitz stated he would not support this action because the other entities had no control over the litigation. Commissioner Jung stated even though the Board had the legal ability to impose the paying of the interest by the other entities, she felt the County had a moral and ethical obligation to pay the interest on their behalf because they had no say regarding the litigation by the County.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried with Chairman Breternitz and Commissioner Jung voting "no," it was ordered that the payment of interest on certain property tax overpayments for properties at Lake Tahoe be approved in compliance with court orders in the Otto vs. Berrum (Case No. CV09-02534), a proportionate share of the interest paid from the future allocations of property tax revenues to other affected taxing districts in the County be withheld, and the Treasurer be directed to keep a list of the amounts withheld for interest payments.

# 11-786 <u>AGENDA ITEM 24 – MANAGER</u>

# <u>Agenda Subject</u>: "Discussion and possible direction to staff on funding option for Incline Village/Crystal Bay property tax refunds--Manager. (All Commission Districts.)"

Katy Simon, County Manager, conducted a PowerPoint presentation regarding the County's fiscal situation, the potential funding options for paying the Incline Village/Crystal Bay property tax refunds and the proposed short-term funding plan. A copy of the presentation was placed on file with the Clerk.

Commissioner Larkin stated he did not see the cash flow analysis he specifically requested. Ms. Simon said she had the cash flow analysis, but did not attach it to the staff report. Commissioner Larkin asked if John Sherman, Finance Director, could provide a brief analysis. Mr. Sherman replied a cash flow analysis had been done for the remainder of this fiscal year and going into the next fiscal year. He stated based on Ms. Simon's presentation, staff believed the cash flow requirements could be met. He said the \$42 million total would be paid out at approximately \$2 million per month and the County's share was 41 percent. Commissioner Larkin said that meant the cash flow

projection would be \$800,000 per month for the next 18 months. Mr. Sherman said even though the cash accounts were identified, staff might need to come back to the Board to line up the appropriation authority over the course of the next 18 months. Commissioner Larkin said with \$800,000 going to the Treasurer for payment of the property tax refunds, what would be the County's monthly cash flow requirement for the health benefits and risk management components. Mr. Sherman stated what was more important was how the County managed its investment pool to ensure there was sufficient liquidity to make these payments. Commissioner Larkin said the money in these funds was invested and there would be investment credits the County's Investment Committee might want to consider as a component to this. He felt the sources and uses needed to be identified today, but not the replenishment; and there should be a review of the investment portfolio and its projected return. Mr. Sherman said that would be taken into account, and staff would be coming before the Board in September for the Fundamental Review implementation and with the 10 percent reduction scenarios. He stated this was definitely a component of that, particularly how it would look in Fiscal Year 2012/13 and going forward in addressing the use of the funds in risk management, health benefits, and capital projects.

Commissioner Jung asked why the sales tax could not be increased. Ms. Simon replied only the State Legislature could increase the sales tax. She stated the County was also at the property tax rate's statutory cap, so the only revenue the Board had authority over was the Governmental Services Tax (GST).

In response to the call for public comment, Nancy Parent, Chief Deputy County Clerk, read Valerie Wade's comments in support of increasing the GST instead of having employees facing any further reductions in their income. A copy of Ms. Wade's comments was placed on file with the Clerk.

Chairman Breternitz said this was an action item. Ms. Simon said the proposed action was on page 23 of her presentation. Commissioner Larkin stated that proposed funding action was reasonable and could be changed at anytime, but the replenishment of the funds would be the tough part.

Commissioner Jung asked when the County would have a response regarding its insurance claim. Mr. Sherman replied the claim was unlikely to yield any return, but that information would be brought to the Board as soon as a definitive answer was received.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried, it was ordered that \$7 million from the Risk Management Fund, \$8.4 million from the Health Benefits Fund, and \$3 million from deferred capital projects be used to fund the refunds of the Incline Village/Crystal Pay overpayment of property taxes as soon as practical. It was further ordered a detailed cash flow analysis be provided to the Board.

#### 11-787 <u>AGENDA ITEM 25 – DISTRICT ATTORNEY</u>

<u>Agenda Subject</u>: "Introduction and first reading of an Ordinance amending Chapter 21 of the Washoe County Code (Miscellaneous and Additional Taxes) by adding a new section imposing a supplemental governmental services tax of one cent on each one dollar of valuation of certain vehicles based in Washoe County, by providing for the sunset of that tax, and by repealing the no longer effective vehicle privilege tax and other matters properly related thereto--District Attorney. (All Commission Districts.)"

Paul Lipparelli, Assistant District Attorney, stated it was discovered the old Governmental Services Tax (GST) Ordinance was still on the books, but it was no longer in effect due to its sunset provisions. He said whether or not the proposed GST was enacted, this needed to be cleaned up in the Code.

Commissioner Larkin requested a roll call vote on the introduction.

Nancy Parent, Chief Deputy County Clerk, read the title for Bill No. 1651.

There was no response to the call for public comment on this item.

Mr. Lipparelli said in trying to define the Board's direction from the July 26, 2011 meeting, it was clear during the discussion there should be a sunset to the GST. He advised Section 4 of the Ordinance said the tax would be abolished on the 36th month after the first month the tax was effective. He stated that timeline was based on the amount of the property tax refunds, which could be changed to a different date for the second reading if this Ordinance was introduced.

Commissioner Humke said the Ordinance indicated a business impact statement was not required per Nevada Revised Statute (NRS) 237.060, but he asked if one could be requested anyway. Katy Simon, County Manager, replied a business impact process and statement could be provided. Commissioner Humke stated he did not favor imposing the GST, and he asked what would be required to have a business impact statement prepared and how much public notice would be required. Mr. Lipparelli clarified if the Board requested a business impact statement, the process would mandate notifying those most likely to be affected by the proposed rule, which would let them submit data or arguments on whether it would impose a direct or significant economic burden on the business or would directly restrict the formation, operation, or expansion of a business. He stated the data would have to be received by the governing body at least 15 days after the date the notification was sent pursuant to NRS 237.080. He stated he would have to confirm what the noticing requirement was, because he was not sure it was a mailing requirement.

Commissioner Humke stated he was not sure there was any interest in doing a business impact statement voluntarily. He said he would not vote for the GST, because he was not sure enough public attention had been given to it.

Commissioner Larkin believed engaging in the discussion regarding the GST was premature based on his request for a cash flow analysis. He said there might not be a need to impose a tax for the purpose of repaying the accounts depending on the results of that analysis, and he asked this item be continued until it was received by the Board. Chairman Breternitz asked how long it would take to provide the analysis. Mr. Sherman felt it would not be prudent to bring the Board something until the Board had a fix on the labor cost reductions, the Fundamental Review, and the 10 percent reductions. He said the target would be to have the analysis ready by the end of September or the beginning of October 2011 depending on the Board's actions on September 27, 2011.

Commissioner Weber felt it was important for the public to have an opportunity to provide their comments, and she favored continuing this item.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried, it was ordered Agenda Item 25 be continued until the Board received Mr. Sherman's reports and the Board took action on the Fundamental Review.

Chairman Breternitz asked if the business impact statement could be done before this item was brought back before the Board. Commissioner Humke said he heard no one else take up the issue, so he would not pursue it any further.

# 11-788 <u>AGENDA ITEM 26 – MANAGEMENT SERVICES</u>

# <u>Agenda Subject</u>: "Update on status, discussion and possible direction to staff on the 2011 Washoe County Commission Election District Redistricting Project--Management Services. (All Commission Districts.)"

Mr. Slaughter, Management Services Director, said version 4 of the redistricting map put all of Spanish Springs (population of approximately 11,289 people) back into District 4, but District 4 needed to lose around 13,000 people. He stated that change put things back the way they were at the beginning. He discussed shifting the population among the other Districts to balance the Districts' populations. A copy of versions 1-4 of the redistricting maps were placed on file with the Clerk, along with population tables for each version of the map. He believed all of the draft versions remained well within the guidelines of the Voter Rights Act and met the statutory guidelines of compactness, contiguity, and population numbers.

Mr. Slaughter said a town hall meeting was scheduled for the evening of September 7, 2011. He stated the plan was to set the maps up for public viewing and the same presentation would be given at 5:30 p.m. and 7:30 p.m. to explain the process, the reason for redistricting, to present all of the versions of the redistricting maps, and to take input from the public.

Commissioner Larkin said the area west of Pyramid Highway was contiguous and was part of Spanish Springs. He stated the area that incorporated Warm

Springs and the Palomino Valley, with Axe Handle Road being the southernmost extremity, was more closely aligned with District 5 than with District 4. He suggested the boundary line follow Axe Handle Road all the way up to Cottonwood and crest along the Virginia range, while keeping Sutcliffe and Nixon within District 4. He said the area in Sparks west of McCarran Boulevard and east of Pyramid Boulevard was really more akin to District 4, whereas the area west of Pyramid Boulevard had more affinity to District 3 than it did to District 2. Mr. Slaughter stated that made sense and there was an addition to District 3 that would help balance that out. He said he could look at switching the areas to see what that did to the numbers.

Commissioner Weber said she liked version 4 of the map, but she felt version 3 seemed to be cleaner and was the best version. She stated she looked forward to receiving the community input.

Commissioner Jung stated she would be unable to attend the town hall meeting due to a prior commitment.

Mr. Slaughter said he believed he received direction to draft another map based on Commissioner Larkin's input, and to have that map available at the town hall meeting and at the Board's meeting on September 13, 2011. Commissioner Larkin said he was suggesting making the changes on version 4 of the map.

Commissioner Weber said someone suggested both sides of Seventh Avenue in Sun Valley could be the dividing line for District 5, which would keep the whole street in one district. Mr. Slaughter replied there were some constraints due to census geography, and it might not be possible to place the dividing line there.

During public comment under the Sierra Fire Protection District agenda, Garth Elliott stated he did not approve of communities or neighborhoods being broken up, and they should have the same Commissioner representing the community or neighborhood as a whole. He felt major highways should be used as boundaries.

# 11-789 <u>AGENDA ITEM 27 – MANAGER</u>

# <u>Agenda Subject</u>: "Update on status of Shared Services efforts and possible direction to staff--Manager. (All Commission Districts.)"

Dave Childs, Assistant County Manager, said at the last Elected Officials Shared Services Committee (EOSSC) meeting Cory Casazza, Chief Information Management Officer, discussed his draft implementation report, which would be brought back on a quarterly basis. He said the report contained a set of guidelines, which the City of Reno and Washoe County (and hopefully the City of Sparks) would use in purchasing or upgrading software to move towards being able to use the same mainframe and the same system. Mr. Childs said there were also reports regarding Public Safety Dispatch and the Community Assistance Center (CAC).

Mr. Childs said there would be updates on Public Safety Dispatch at the Shared Services Committee meetings going forward, and the next meeting would include updates on Human Resources, Purchasing and WC-2. He stated there was a discussion on the implications of bonded indebtedness, tax rates, and collective bargaining in relation to the City of Reno and Washoe County as a result of the WC-2 vote; and the EOSSC asked for an update. He stated there would also be an update on libraries and what the County, the School District and the University of Nevada-Reno could do to work together. He stated he would discuss AB 449 regarding the economic development model and AB 182 regarding inland ports. He said the November meeting should have a report on the Truckee Meadows Regional Planning Agency (TMRPA) and the Regional Transportation Commission (RTC) regarding their working more closely together.

There was no response to the call for public comment.

# 11-790 <u>AGENDA ITEM 28</u>

<u>Agenda Subject</u>: "Recommendation to approve initial terms for the reconveyance of the Sky Ranch Park (APN's 534-091-01 and 534-091-02) to Damonte View II LLC; and if approved, direct staff to incorporate these terms into an agreement with Damonte View II LLC and return to the Board of County Commissioners with the Agreement within sixty (60) days. (Requested by Commissioner Humke.)"

Katy Simon, County Manager, stated Parcel Number 534-091-01 should be 534-091-03. She said there was no staff report because staff did not get the information they requested.

Garrett Gordon, Lewis and Roca LLP, explained Sky Ranch Park was originally donated to the County, and statute allowed the park to be reconveyed to the developer or its assignee if it could no longer be maintained. He said he had been working with the Parks Department for the last year and a half regarding the terms of the reconveyance, which required an additional appraisal at a cost of \$5,000 and additional documentation. He stated Damonte View II LLC wanted to make sure the Board would approve the reconveyance before spending additional funds. He stated his August 19th letter had seven terms, but Paul Lipparelli, Assistant District Attorney, had issues with term 6. Mr. Gordon requested the Board withdraw it from the terms because it could be worked out in the eventual purchase and sale agreement.

Commissioner Larkin asked Doug Doolittle, Regional Parks and Open Space Director, to provide his perspective on why this action should be considered by the Board. Mr. Doolittle replied staff had been working on the terms for the last several years that would allow the developer to reacquire this land. He explained the park was considered surplus because the Eagle Canyon baseball fields, utilized by the Cal Ripken teams, were built just a short distance away. He stated his concern with the Sky Ranch Park was its location on a busy intersection and the kids having to navigate that intersection to buy snacks. He said staff wanted to dispose of the park as quickly as possible because of those life/safety concerns and because of having to do the maintenance on the park, which was his only concern with the total 18-month term in the agreement. He requested the developer share the maintenance costs if reaching an agreement took an extended period of time. Commissioner Larkin asked if Mr. Gordon had any comment. Mr. Gordon explained the reason for the extended timeframe was it was contemplated the purchase and sale agreement would have a zoning component. He stated he would have to talk with his client regarding the maintenance, but hopefully when the final agreement came back within 60 days it would incorporate something that would be fair and reasonable.

Commissioner Larkin felt because of the high traffic intersection, this would be a good reversion. Mr. Gordon explained after review, he suggested a portion of the \$400,000 deposit in item 4 might be used for the maintenance costs and could be credited against the purchase price at closing, or something to that affect.

Chairman Breternitz said he was leaning towards favoring this item, but he wanted a staff report and a chance for the public to comment. Mr. Gordon replied the best case scenario would be to look at the six proposed terms, to generally agree with the terms, and to direct staff and the developer to put together a staff report, Resolution, and purchase and sale agreement to come before the Board within 60 days. Chairman Breternitz said he was not personally prepared to do that without a formal analysis from staff. He stated there was a letter, but the terms of the letter were being changed.

Commissioner Larkin said with the terms being discussed, the inclination of the Board was positive, which was what Mr. Gordon's client was looking for. He stated he agreed with six items, and he felt staff and Mr. Gordon had the sense of the Board's feeling on the item. Mr. Gordon said he heard the Board was inclined to move forward, and he believed his client would be comfortable in moving forward.

Commissioner Jung indicated she was okay with the terms and felt the maintenance could be worked out. Commissioner Humke agreed, and he discussed the appraisal being required by statute.

There was no response to the call for public comment.

# 11-791 <u>AGENDA ITEM 29</u>

<u>Agenda Subject</u>: "Discussion on options for continuing operation and management of Washoe Golf Course for the Regional Parks and Open Space Department and possible direction on options provided including: Option #1 - This option would be a renewal of current contract for Golf Professional Services with Bel-Men Golf and/or Odette's for food and beverage services and retain all County golf staff as status quo. Option #2 – This option would be a renewal of current contract for Golf Professional Services with Bel-Men Golf and/or Odette's for food and beverage

services and retain all County golf staff with a plan to initiate a managed competition process for the maintenance of Washoe Golf Course no later than January 1, 2012. Option #3 - This option would be a Request for Proposals for golf professional services and food and beverage services and retain the current County golf staff with a plan to initiate a managed competition process for the maintenance of Washoe Golf Course no later than January 1, 2012. Option #4 - This option would be individual Requests for Proposals for Golf Course Professional Services, Food and Beverage Services and for Golf Course Maintenance Services. Option #5 - This option would be a Request for Proposals for full management of the golf course to include; golf professional services, food and beverage and all grounds/golf course maintenance. Upon direction and option selected, and if necessary, authorize the Director of Regional Parks and Open Space through the Purchasing & Contract Manager to solicit written proposals to select a qualified respondent(s) to operate and manage partial/all facets of the public golf course known as Washoe Golf Course. Also, if necessary, direct appropriate staff to begin implementation of a Managed Competition process for the maintenance component of the Washoe Golf Course operation--Regional Parks and Open Space. (Commission District 1.)"

Doug Doolittle, Regional Parks and Open Space Director, stated the current contract for the operation of the Washoe Golf Course would expire December 31, 2011, and this was its second extension. He said because there was no further ability to renew the contract, staff needed the Board's direction regarding the available options. He stated Bel-Men Golf, Barney Bell and Darin Menante, had operated the Washoe Golf Course for 30 years, had been good operators, and performed to the level expected each and every year. He advised the food and beverage contract was a separate contract and maintenance was performed by Parks Department's maintenance staff consisting of four full-time employees and seven to eight seasonal employees. He stated the course was in great shape, and he was proud of the effort put forth by the County employees and by Bel-Men Golf.

Mr. Doolittle explained the course grossed approximately \$1 million per year and it was anticipated the net for the golf fund next year would be \$165,000. He said with the payment of the debt for both this course and the Sierra Sage Golf Course, it meant the Washoe Golf Course did not have to cover Sierra Sage's deficit. He stated the new model for the operation of Sierra Sage meant the operator ran the golf course, food and beverage, and performed the maintenance. He said both courses belonged to the County and the contracts were purely for their operation.

Mr. Doolittle said the Open Space and Regional Parks Commission voted unanimously to recommend to the Board of County Commissioners that the current contract for the operator of the Washoe Golf Course be negotiated and County staff continue performing the maintenance on the course.

Al Rogers, Regional Parks and Open Space Assistant Director, reviewed the five options shown in the staff report. He advised a new contract could be negotiated with Bel-Men Golf to hold steady or improve the current financial arrangements if Option 1 was chosen. He noted Option 4 was the least desirable from staff's perspective and Option 5 was the model for the Sierra Sage Golf Course.

In response to the call for public comment, the following individuals provided testimony on why they supported keeping Bel-Men Golf in charge of operating the Washoe Golf Course: David Tomasini, Shirley Canale, Ted McPhie, Adam Frisch, Chris Overmyer, Rosemary Kavner, Duane Upton, Joel Madison, Bev Shadhe, Claudia Chesney, Scott Campbell, Charles Soward, Mike Hix, Fran Menante, JP Menante, and Bonnie Foard.

Mr. Bell said he and Mr. Menante had operated the Washoe Golf Course successfully for 30 years, and he urged the Board to adopt Option 1. He stated over the last five years Bel-Men Golf paid the Enterprise Fund an average of \$126,000 a year. He highlighted Bel-Men Golf's accomplishments over the last 10 years. He read a letter from Judy Sather, Nevada State Women's Golf Association (NSWGA) President, regarding the success of a tournament held at the Washoe County Golf Course in July 2011. She said the level of service was exemplary as was the condition of the course, and she looked forward to holding future tournaments at the course. Mr. Bell stated continuing the contract with Bel-Men Golf would save 30 part-time and full-time local jobs. He said he and Mr. Menante believed the contract should be extended for 10 years with any financial changes that needed to be made to meet the County's needs. He urged the County to follow the Open Space and Regional Parks Commission's unanimous recommendation to adopt Option 1.

Chairman Breternitz disclosed he met with Mr. Bell and Mr. Menante last week, where he mentioned the changes the County was going through with having to cut staff and suffering revenue reductions. He said he stated he was looking for ways to benefit the County and to be innovative and creative. He asked if Bel-Men Golf was willing to expand its range and scope of services. Mr. Bell said Bel-Men Golf had started new programs in the last two to three years, and they were always looking for something new and exciting to benefit the Washoe Golf Course. He stated the ball-dispensing machine sat right at the door of the pro shop, but a better location would be to move it to the driving range. He said the County received 33 percent of the machine's receipts and an expert in the driving-range business felt there could be a 30 percent increase in the receipts.

Chairman Breternitz said he was referring to the conversation regarding the restaurant and maintenance. Mr. Bell said there had been problems with the restaurant, but Bel-Men Golf had no control over that contractor. He stated the restaurant staff did try to do better if they were informed about any issues. Chairman Breternitz asked if Bel-Men Golf was willing to take over other the areas. He said Bel-Men Golf could benefit from additional revenues and the County could benefit by simplifying the relationship at the golf course. He asked if that had been considered or had they declined the possibility. Mr. Bell replied they had never declined anything that could be good for the golf course. He felt it was up to the Commissioners to decide how much involvement they wanted Bel-Men Golf to have. Commissioner Jung advised the Open Space and Regional Parks Commission unanimously approved recommending Option 1 to the Board. She said they wanted her to share that this was the most profitable golf course in Washoe County, Bel-Men Golf had been giving an average of \$126,000 for the last five years to the golf fund and it was projected to be higher next year. She said because the course was so profitable, it covered the maintenance workers' salaries and benefits and the course had no need for a General Fund subsidy.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried with Chairman Breternitz voting "no," it was ordered that Option 1 be approved as outlined in the staff report.

# 11-792 <u>AGENDA ITEM 31 – REPORTS/UPDATES</u>

# <u>Agenda Subject</u>: "Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to."

Commissioner Humke advised he could not attend the Reno-Sparks Convention and Visitors Authority (RSCVA) meeting on Thursday, but they did not allow alternates. He stated they were searching for a new Chief Executive Officer (CEO). He said a week ago he attended a great birthday party held at the Mills Lane Justice Center for the District Attorney.

Commissioner Jung reported the Regional Jobs Team met last week and there were updates from the Nevada Center for Economic Development on AB 449, the Governor's proposal for economic development in Nevada, and on AB 182, regarding how the Reno area might be able to take advantage of the creation of inland ports. She said the group was moving towards being project-based and one of the areas of focus would be on buying locally and creating a business-to-business small business loan fund. She stated the project-based approach would include some measurements, which would allow the group to determine whether or not what they did made a difference. She said she attended the Regional Planning Governing Board (RPGB) meeting on behalf of Commissioner Weber, and the Regional Planning staff would be moving into extra offices in the Regional Transportation Commission's (RTC's) building. She said that move meant Regional Planning would no longer have to pay the City of Reno rent. She said this would end up saving money, because they would be sharing planning staff and would be using a cost center for each agency.

Commissioner Weber said she met with the people involved in the proposed North Valley Casino, which she was not in favor of, and a focus group was being put together. She noted the Nevada Commission on the Reconstruction of the V&T Railway would be meeting in the Commission Chambers at 3:00 p.m. on September 19, 2011, and everyone was invited to attend. She said she could not attend the RSCVA meeting on Thursday. She asked when the Board would be discussing the commissions and boards the Commissioners served on. She stated the Nevada Association of Counties

(NACO) would be holding their conference in Fallon, Nevada on September 20, 2011. She said she listened in at a NACO legislative committee meeting yesterday, and there were some interesting proposals for 2013 Legislative Session.

Commissioner Larkin said he was very supportive of the collaboration between the RTC and the RPGB. He stated the RTC delayed discussions with the City of Reno regarding the Rosewood Golf Course. He said the community had too many golf holes, and the Rosewood Golf Course had been identified as one of the golf courses that should be closed. He stated it had to be determined whether or not the cost of redoing the nine holes due to the Southeast Connector was worth it. He noted this item would be back to the RTC Board in October 2011. He said he would not be attending the RTC meeting on September 16, 2011, and he asked if the Chairman could attend that meeting at 9:00 a.m. because, if this discussion came up again, it would be good to have the Chairman of the Board of County Commissioners in attendance. Chairman Breternitz replied he would attend.

Commissioner Larkin said the Flood Management Agency did not meet in August, but would meet in September. The consideration was for the appointment of counsel. He asked that Commissioner Jung attend as the alternate, but then recalled that she would be out of town on September 9th. He asked that perhaps another Commissioner that had some interest in the Flood Management Agency could be in attendance on the 9th because a very important discussion might ensue. He stated the Director's appointment was delayed, but there would be special counsel. He said there also might be an issue related to a financial officer as Mr. Sherman has taken himself out of the picture as a conflict of interest. He said the Flood Management Agency would meet here at 8:30 on the 9th. He indicated Commissioner Humke already served on the Flood Management Agency, but it would be good to have another Commissioner present as well.

Commissioner Larkin said the Truckee Meadows Water Authority (TMWA) meeting would be held on September 21, 2011 at 10:00 a.m., and he asked if there was a Commissioner who would like to attend along with Chairman Breternitz.

Chairman Breternitz noted the Debt Management Commission (DMC) approved the Washoe County School District (WCSD) bond on Friday. He attended the Nevada Conservation District meeting and there were a number of Incline Village/Crystal Bay projects they were moving forward in terms of conservation and pollution reduction to Lake Tahoe. He said he attended the Elected Officials Shared Services Committee meeting, and the small steps being taken would make big changes in how the County operated over time. He stated he would be attending the Tahoe Regional Planning Agency (TRPA) meeting tomorrow. He said last week he attended the Tahoe Transportation District Board of Director's meeting where they proposed adding a bike lane from Incline Village to Sand Harbor. He believed he convinced them to extend it from Sand Harbor to the state line at Crystal Bay, because he felt that would be an important loop for bike and pedestrian traffic on the north shore of Lake Tahoe.

### **PUBLIC HEARING**

### 11-793 <u>AGENDA ITEM 30 – WATER RESOURCES</u>

<u>Agenda Subject</u>: "Second reading and adoption of an Ordinance revising Washoe County requirements and schedule of rates and charges for water service within certain areas of Washoe County; by repealing Ordinance No. 1411; providing for procedures and their enforcement relating to conditions of service; applications for new and modified service; refund requests; conservation and drought measures; domestic well mitigation program; Golden Valley Recharge Program; appeal procedures. This Ordinance repeals Ordinance No. 1411. (Bill No. 1649)--Water Resources. (All Commission Districts.)"

**<u>6:10 p.m.</u>** Chairman Breternitz opened the public hearing

Nancy Parent, Chief Deputy County Clerk, read the title for Ordinance No. 1470, Bill No. 1649.

Rosemary Menard, Department of Water Resources (DWR) Director, stated this was the culmination of a process which began on January 11, 2011 to address domestic well mitigation issues in the Mt. Rose/Galena fan area. She said the Ordinance aligned with the policy and procedures the Board adopted for the Mt. Rose/Galena Fan Domestic Well Mitigation Program at its meeting two weeks ago.

In response to the call for public comment, Kathy Bowling stated she was pleased with the Ordinance and the solution was fair and equitable. She requested those individuals who already deepened their wells should have an inactive customer status with DWR, which she felt would add protection and would ensure her well would be hooked up to the curb for free if it failed as predicted in 30 years.

Chairman Breternitz closed the public hearing.

Commissioner Jung asked if an inactive customer designation could be done to make Ms. Bowling feel more comfortable. Ms. Menard replied Ms. Bowling was among a handful of people who would get a guarantee of future mitigation. She said Ms. Bowling's well had been deepened but, because there was a waterline in front of her house, she would not have the option of deepening it further. She said the guarantee would be amended to the property's title and would exist as a future commitment for mitigation or a free hookup.

Ms. Menard stated when she asked Pete Simeoni, Water Resources' legal counsel regarding his thoughts about the guarantee, he wrote, "Legal support for an agreement of this type, which was basically the County's agreement to provide mitigation for this property owner or their successor, was set forth under property law doctrine known as a covenant running with the land. This type of agreement was arguably a covenant running with the land in that it will, (1) benefit or burden successors in interest

to the parties entering into the agreement, (2) particularly describe the land to be benefited or burdened, (3) relate to the use, repair, maintenance or improvements of the property, and (4) be recorded in the Washoe County Recorder's Office."

Ms. Menard said one of the concerns the community raised was what would happen to the commitment the County was making to these customers once DWR was consolidated with TMWA. She stated staff had been working with TMWA very closely regarding this program and the funding was laid out the way it was so it could be adopted by TMWA when appropriate for them to implement. She said the issue raised was could some future entity deny this person's mitigation, and she could not guarantee against everything that could happen in the future. She said staff had done the best it could to establish a procedure that would give the individual property owners and their successors the best guarantee they could provide.

Commissioner Larkin asked if the covenant went with the land. Ms. Menard replied it did. Commissioner Larkin stated future actions might compromise that covenant, but there was clear case law those covenants had fairly heavy restrictions applied to them. He said it was as near to a 100 percent guarantee anyone could get.

Mr. Lipparelli said if the recordation of the agreement to provide municipal service without a connection fee established it was enforceable by a future owner, it protected the future owner. He believed the question being asked was who it would be enforceable against. He stated if DWR made the promise to provide service when there was a well failure without charging a connection fee, it would be enforceable against Washoe County by whoever had that right. He said for it to be enforceable against a successor agency, the obligations the County was making had to be expressly included in the merger agreement with TMWA. He stated otherwise it probably would not be enforceable against TMWA, which meant the person could come to the County to provide the connection. Chairman Breternitz felt it would be smart for the County to include that declaration as part of the agreement, so TMWA would be on notice that part of the obligation TMWA would be inheriting would be this potential liability. Mr. Lipparelli said he heard Ms. Menard say that was being pursued in their discussions with TMWA, but the terms of the agreement were not yet final. He advised adopting this Ordinance created the obligation and this needed to be followed up on during the merger process.

Commissioner Larkin said this Ordinance would establish a future liability for Washoe County, which he felt comfortable with. He stated whether or not that liability could be shifted to a successor agency had yet to be negotiated. He felt the interest of the citizens here tonight had established that they had a covenant with Washoe County and that covenant would be honored as long as Washoe County was a government. Chairman Breternitz believed work should still be done to pass that obligation to TMWA. Commissioner Larkin said absolutely, but he wanted to assure the citizens that Washoe County would honor this liability into the future whether or not it would eventually be transferred to TMWA. Commissioner Humke stated he received e-mails from Chuck Price, Beth Honebein, and Karen Mullen. Copies of the e-mails were placed on file with the Clerk. He stated they regarded some equity issues for well owners who paid the \$7,000 fee to build the Thomas Creek Water Treatment Plant, which looked like it would never be built. *Ms. Menard's response was inaudible due to a microphone problem*. Ms. Menard said Ms. Mullen had another question regarding creating islands, which she explained. She said that issue was not appropriate to be included in this Ordinance, but could be included in Development Code amendments. She said amendments would be looked at due to the potential merger with TMWA, and that issue would fit into that process. Nancy Parent, Chief Deputy County Clerk, said Ms. Menard's response to Ms. Honebein's first question was not recorded and could not be made part of the record without the response being restated. Ms. Menard said Ms. Honebein asked if the water treatment plant fee would be reimbursed, and she replied it would.

Commissioner Jung said she had been working with Ms. Menard and Mr. Griffith regarding some water rights issues regarding the recharge program in Golden Valley. She asked if this would affect what he was trying to achieve. Ms. Menard said based on the direction from the last meeting, staff agreed to work with the property owners and bring back to the Board any additional exemptions that might address the situation and which the community might support, so the answer was no.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Ordinance No.1470, Bill No. 1649, entitled, "An Ordinance revising Washoe County requirements and schedule of rates and charges for water service within certain areas of Washoe County; by repealing Ordinance No. 1411; providing for procedures and their enforcement relating to conditions of service; applications for new and modified service; refund requests; conservation and drought measures; domestic well mitigation program; Golden Valley Recharge Program; appeal procedures. This Ordinance repeals Ordinance No. 1411. (Bill No. 1649)," be approved, adopted and published in accordance with NRS 244.100.

# 11-794 <u>AGENDA ITEM 34 – PUBLIC COMMENTS</u>

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

There was no response to the call for public comment.

\* \* \* \* \* \* \* \* \* \*

<u>**6:30 p.m.</u>** There being no further business to discuss, on motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.</u>

JOHN BRETERNITZ, Chairman Washoe County Commission

**ATTEST:** 

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

Minutes Prepared by: Jan Frazzetta, Deputy County Clerk

11-748

A J

# **RESOLUTION OF ACCOMPLISHMENT**

WHEREAS, Washoe County, Nevada citizens, schools, libraries, businesses and other organizations use the Internet for a variety of tasks, including keeping in contact with family and friends, managing personal finances, performing research, enhancing education and conducting business; and

WHEREAS, Critical sectors are increasingly reliant on information systems to support financial services, energy, telecommunications, transportation, utilities, health care, and emergency response systems; and

WHEREAS, Washoe County participated in the 2011 Center for Digital Government's Digital Counties Survey conducted in partnership with the National Association of Counties (NACo) annually in the spring: March - April.; and

WHEREAS, The Center for Digital Government is a national research and advisory institute on information technology policies and best practices in state and local government; and

WHEREAS, The Center is a division of e.Republic, a national publishing, event and research company focused on smart media for public sector innovation; and

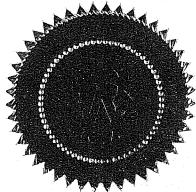
WHEREAS, The National Association of Counties (NACo) is a full-service organization that provides legislative, research, technical, and public affairs assistance to county governments. Created in 1935, NACo continues to ensure that the nation's 3,068 counties are heard and understood in the White House and Congress. http://www.naco.org; and

WHEREAS, The Digital Counties Survey identifies the very best examples of how counties are aligning technology to support strategic priorities and create crucial operational and administrative efficiencies; and

WHEREAS, During these tough economic times, counties across the country are using innovative technologies to reduce county operations costs and enhance service delivery; now, therefore, be it be it

**RESOLVED,** That the Washoe County Board of Commissioners recognizes Technology Services of Washoe County for being awarded first place in the 2011 Center for Digital Government's Digital Counties Survey which recognizes leading examples of counties using information and communications technology, for the population range (250,000 – 499,999).

ADOPTED this 23<sup>rd</sup> day of August, 2011.



John Breternitz, Chairman Washoe County Commission

# INTERLOCAL AGREEMENT

This Interlocal Agreement contains the terms of agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services, hereinafter referred to as the District and County respectively, entered into pursuant to Chapter 277 of the Nevada Revised Statutes.

Whereas, the District has clinical infrastructure for adolescent health services; and

Whereas, the County's goal is to maintain optimal detainee health, including detection and treatment of communicable disease, and

Whereas, the District agrees to provide consultative and clinical support services to the County as described herein,

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

The District agrees to:

- 1. Provide, at no charge to the County, PPD solution for Tuberculosis testing, and STD/TB treatment medications to be utilized per medical protocol.
- 2. Provide diagnostic services per medical protocol or consultant physician order when indicated to screen for tuberculosis (Chest X-Rays, CT, or IGRA) for uninsured detainees.
- 3. Provide the services of the District's contract pharmacist to prepare medications for APN to administer and dispense per APN protocol signed by collaborating physician.
- 4. Make available minor acute care medications, at the District's cost, which would include pharmacy time and materials.
- 5. Pay for chlamydia, gonorrhea, HIV and syphilis screening as itemized on the State Lab invoice.
- 6. Sterilize the County's medical equipment on an as-needed basis.
- 7. Provide training or Technical Assistance for topics related to this agreement as indicated, and as the District is able.
- 8. Contract Pharmacist and Laboratory Consultant will submit monthly invoice(s) to the County itemizing the costs of minor acute care medications, laboratory consultant time and pharmacy time and materials.
- 9. Provide access and training of the Insight database/STD Module to county personnel.

The County agrees to:

- 1. Screen Juvenile Service's detainees for tuberculosis, chlamydia, gonorrhea, HIV and syphilis and forward applicable tests to the Nevada State Lab.
- 2. Forward Lab and diagnostic logs to the District to facilitate payment verification by the 15<sup>th</sup> of every following month.
- 3. In Insight, complete applicable STD/HIV testing sections along with required information in the registration and encounter information sections for every patient screened. In the event of data bases inaccessibility:
  - Complete and forward Sexually Transmitted infection Survey forms (STIS) for every patient screened for Chlamydia, gonorrhea, HIV and syphilis.

- Complete STD/HIV Outreach Testing Form for every HIV client screened for Chlamydia, gonorrhea, HIV and syphilis.
- 4. Forward updated/revised APN protocol to the District annually upon ratification of this contract.
- 5. Pay for minor acute care medications, laboratory consultant time and pharmacy costs and materials.
- 6. Pick-up medications from the District within mutually agreed time frame.
- 7. Consent to APN's participation on the District's Family Planning Advisory Board.
- 8. Enter appropriate data into the insight database/STD Module.

The parties hereto agree that in performing the activities contained herein the District is acting as a business associate of the County and the County is acting as a business associate of the District, as that term is defined in the Health Insurance Portability and Accountability Act of 1996, and accordingly the District must comply with the provisions of the attached Exhibit A and Exhibit B in regard to the records used pursuant to this agreement.

This Interlocal Agreement may be modified at any time by written agreement signed by both parties.

This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2012, unless extended by the mutual agreement of the Parties. The Interlocal Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Interlocal Agreement as provided below.

Either party may terminate this Interlocal Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing or hand delivery of the notice.

All notices required under this Agreement shall be in writing and mailed, postage prepaid, addressed to the designated representative of the respective parties:

- COUNTY: Frank Cervantes, Division Director Washoe County Department of Juvenile Services P.O. Box 11130 Reno, Nevada 89520
- DISTRICT: District Health Officer Washoe County Health District P.O. Box 11130 Reno, Nevada 89520

This Interlocal Agreement shall be entered into in Washoe County, State of Nevada, and shall be construed and interpreted according to the law of the State of Nevada.

Neither party may assign or subcontract any rights or obligations under this Interlocal Agreement without prior written consent of the other party.

This Interlocal Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, both written and oral.

# DISTRICT BOARD OF HEALTH

By: Cl. Chairman

Date: 6-23-//

WASHOE COUNTY DEPARTMENT OF JUVENILE SERVICES

By: Cent Ster ector of Juvenile Services CQUNTY BOARD OF COUNTY COMMISSIONERS WASHOÉ By: Chairman

Date: 8/23/11

Date: 7/28/11

# EXHIBIT A

# HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE CONTRACT PROVISIONS

#### I. Definitions

Catch-all definition:

Terms used, but not otherwise defined; in this Exhibit and the Agreement have the same meaning as those terms in the Privacy Rule.

(a) <u>Business Associate</u>. "Business Associate" shall mean The Washoe County Health District.

(b) <u>Covered Entity</u>. "Covered Entity" shall mean The Washoe County Department of Juvenile Services, Jan Evans Juvenile Justice Center/Wittenberg Hall Juvenile detention Facility.

(c) <u>Individual</u>. "Individual" shall have the same meaning as the term "individual" in CFR  $\S164.501$  and shall include a person who qualifies as a personal representative in accordance with 45 CFR  $\S164.502(g)$ .

(d) <u>Privacy Rule</u>. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(e) <u>Protected Health Information</u>. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) <u>Required By Law</u>. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.

(g) <u>Secretary</u>. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

II. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose protected Health Information other than as permitted or required by the Agreement or as required by law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Washoe County Department of Juvenile Services, Jan Evans Juvenile Justice Center/Wittenberg Hall Juvenile Detention Facility, or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

III. Permitted Uses and Disclosures by Business Associate

Refer to underlying services agreement:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Interlocal Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

IV. Specific Use and Disclosure Provisions

(a) Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1). <u>V. Obligations of Covered Entity</u>

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

# VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

# VII. Termination

(a) <u>Termination for Cause</u>. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(b) Effect of Termination

(1) Except as provided in paragraph (2) of this section, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon receiving concurrence from Covered Entity that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

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# VIII. Miscellaneous

(a) <u>Regulatory References</u>. A reference in this Exhibit and Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) <u>Amendment</u>. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(c) <u>Survival</u>. The respective rights and obligations of Business Associate under this Exhibit to the Agreement shall survive the termination of the Agreement.

(d) <u>Interpretation</u>. Any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

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#### <u>EXHIBIT B</u>

# HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE CONTRACT PROVISIONS

# I. Definitions

Catch-all definition:

Terms used, but not otherwise defined; in this Exhibit and the Agreement have the same meaning as those terms in the Privacy Rule.

(a) <u>Business Associate</u>. "Covered Entity" shall mean The Washoe County Department of Juvenile Services, Jan Evans Juvenile Justice Center/Wittenberg Hall Juvenile detention Facility.

(b) Covered Entity. "Business Associate" shall mean The Washoe County Health District.

11-750

(c) <u>Individual</u>. "Individual" shall have the same meaning as the term "individual" in CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(d) <u>Privacy Rule</u>. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(e) <u>Protected Health Information</u>. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) <u>Required By Law</u>. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.

(g) <u>Secretary</u>. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

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(a) Business Associate agrees to not use or disclose protected Health Information other than as permitted or required by the Agreement or as required by law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Washoe County Department of Juvenile Services, Jan Evans Juvenile Justice Center/Wittenberg Hall Juvenile Detention Facility, or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

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Refer to underlying services agreement:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Interlocal Agreement, provided that such use or disclosure

would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

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(a) Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).

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(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

# VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

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(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(b) Effect of Termination

(1) Except as provided in paragraph (2) of this section, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon receiving concurrence from Covered Entity that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### VIII. Miscellaneous

(a) <u>Regulatory References</u>. A reference in this Exhibit and Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) <u>Amendment</u>. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(c) <u>Survival</u>. The respective rights and obligations of Business Associate under this Exhibit to the Agreement shall survive the termination of the Agreement.

(d) <u>Interpretation</u>. Any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

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# INTERLOCAL CONTRACT BETWEEN LAS VEGAS METROPOLITAN POLICE DEPARTMENT AND THE WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE

WHEREAS, Las Vegas Metropolitan Police Department ("LVMPD"), is in receipt of FY 11 Internet Crimes Against Children grant funds, CFDA # 16.543; and

WHEREAS, the Washoe County Board of Commissioners on Behalf of the Washoe County Sheriff's Office (the "Subrecipient"), a unit of local government located at 911 Par Blvd., Reno, NV 89512 wishes to conduct programming under the Internet Crimes Against Children grant (the "Project"); and

WHEREAS, LVMPD has agreed to provide FY 11 Internet Crimes Against Children grant funds (the "Funds") to the Subrecipient, such funding to be administered by the LVMPD (County and Subrecipient referenced collectively as "the parties"), for support of investigations related to internet crimes against children (ICAC) as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds to conduct investigations of child sexual exploitation; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

1. LVMPD shall provide a maximum of THIRTY SEVEN THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS (\$37,820.00) from Fiscal Year 2011 funds for the investigation of child sexual exploitation. 11-761

- 2. Subrecipient agrees to submit requests for reimbursement for allowable expenditures under the line items defined in Exhibit "A". Requests for changes to the budget must be approved in writing by LVMPD.
- 3. Subrecipient will provide LVMPD with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by LVMPD that may be required in the administration of the grant funds.
- 4. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this Contract. See Exhibit "B" for Federal Assurances required under this Contract.
- 5. It is specifically understood and agreed by Subrecipient that LMVPD shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event

that such Federal funds for any reason are terminated or withheld from LVMPD or are otherwise not forthcoming, and in such event, LVMPD may terminate this Contract.

- 6. This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:
  - a. This Contract shall be completed by March 31, 2012 unless extended in writing by LVMPD.
  - b. This Contract may be terminated by any party, for any reason with written notice of at least 60 days.
- 7. This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written amendment signed by both parties.
- 8. In the event LVMPD desires to increase the amounts set forth in Section 1 and Exhibit A, subject to Subrecipient's consent to provide matching funds if necessary, LVMPD, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amounts occur, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 1 and in Exhibit A.
- 9. Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (OMB Circular A-133) or a letter stating that subrecipient expended less than \$300,000 of Federal funds during the reporting period must be submitted to LVMPD annually. Letters should be addressed to: Lori Leyba, Grants Analyst, Las Vegas Metropolitan Police Department.
- 10. Subrecipient agrees to comply with the investigative standards detailed in the Internet Crimes Against Children Operational and Investigative Standards.
- 11. All correspondence and reports concerning this agreement shall be addressed as follows:

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Lori Leyba, Grants Analyst 3141 E. Sunrise Ave. Las Vegas, NV 89101 (702) 828-8210 L5530L@LVMPD.COM

# INTERLOCAL CONTRACT BETWEEN LAS VEGAS METROPOLITAN POLICE DEPARTMENT AND THE WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE

ENTERED INTO this day of

------

, 2011.

ATTEST:

By: mamarie

Annamarie Robinson, LVMPD Fiscal Affairs Committee Clerk

Date: 08-26-11

LVMPD

Date:

By:

Douglas C. Gillespie, Sheriff Las Vegas Metropolitan Police Department

Date: 5/26/11

APPROVED AS TO FORM:

Mary-Anne Miller, Deputy District Attorney

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ATTEST: By: Cour Date:

Washoe County Board of Commissioners on Behalf of the Washoe County Sheriff's Office

By: John Breternitz

Chair, Board of County Commissioners

Date:

APPROVED AS TO FORM: Richard Gammick District Attorney

By: Mary Kandaras

Deputy District Attorney

Date: 8-4-2011

11-16

# Exhibit "A" - Expenditures Eligible for Reimbursement FY 11 Washoe County Internet Crimes Against Children Budget 2011-MC-CX-K002 September 1, 2011 through March 31, 2012 Item **CURRENT BUDGET** Overtime \$21,600.00 Subtotal \$21,600.00 ICAC Training (IT, UC, P2P, Supervisor) \$3,840.00 Forensic Training (Encase, FTK, FLETC, Paraben, A+, Net+, NW3C, Etc.) \$4,240.00 National ICAC Conference \$3,840.00 Subtotal \$11,920.00 Upgrades to existing software (Anti-Virus, vmware, snagit, etc) \$1,300.00 Subtotal \$1,300.00 Supplies/ Operating Misc Software \$500.00 Subtotal \$500.00 Othet/Training FTK Forensic Training \$2,500.00

\$2,500.00

\$37,820.00

Subtotal

**GRAND TOTAL** 

#### EXHIBIT "B"

# LOCAL and FEDERAL ASSURANCES

#### Financial and Project Activity Assurances

Upon acceptance of funding from LVMPD, the lead governmental unit hereby agrees to the following financial and project activity assurances governing the transfer of funds.

 A quarterly Financial Report shall be submitted to Las Vegas Metropolitan Police Department not later than 15 days following the end of the modified quarter schedule below: June 1-August 31 September 1-November 30 December 1-February 28 March 1-May 31

Requests for reimbursement must be submitted using the LVMPD Quarterly Financial Report form and shall include copies of paid invoices and appropriate payroll documentation as applicable. Unless approved by LVMPD, late reports could delay reimbursement.

- 2. The final Financial Report must be submitted to LVMPD no later than 30 days following the end of the contract period. Unless approved by LVMPD, late reports could result in non-payment of final claim.
- 3. LVMPD retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.
- 4. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization.
- 5. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87 or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
- 6. All grant expenditures are to be made in accordance with the interlocal contract, and within current DOJ and grant specific guidelines. Modifications must be requested and approved in advance by submitting an LVMPD Project Change Request form to LVMPD.
- 7. Grant revenue and expenditure records must be maintained and made available to the LVMPD for audit.
- 8. Subgrantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
- 9. Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.
- 10. Required documentation for the performance of internal audits must be provided to LVMPD within 30 days of request. Grant closeout is contingent upon LVMPD audit and resolution of any discrepancies

The subgrantee agency is required to submit quarterly financial and project activity reports to LVMPD. Due dates for those reports are as follows:

December 15	-	(for reporting period September 1- November 30)
March 15	-	(for reporting period December 1 to February 28)
June 15	-	(for reporting period March 1 to May 31)
September 15	-	(for reporting period June 1 to August 31)

The reports should be completed in accordance with the following format and standards:

- Project Activity Report A narrative status report describing program accomplishments with 12. respect to meeting stated objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.
- Quarterly Financial Reports Complete and submit a Quarterly Financial Report form for all 13. expenditures funded by the grant. This request will be accompanied by copies of paid invoices and other documentation required by LVMPD to substantiate the request for reimbursement.
- Project Change Request Grant expenditures are authorized only for purchases and activities 14. approved by DOJ under the grant application process. Any change in the project scope, needs to be submitted to LVMPD for submittal to DOJ for approval.
  - 15. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the applicable federal granting agency.
  - 16. No expenditures will be eligible for compensation if occurring after the term of the interlocal contract.
  - 17. If this grant funds any form of written or visual material that identifies employees of LVMPD, prior approval must be obtained from the LVMPD before publishing or finalization.
  - 18. The subgrantee assures the fiscal accountability of the funds received from the LVMPD will be managed and accounted for by the jurisdiction's chief comptroller and internal control and authority to ensure compliance with LVMPD documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
  - 19. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of LVMPD.
  - 20. To the extent permitted by law, the subgrantee will indemnify, save and hold LVMPD and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.
- Subrecipient shall comply with the investigative standards detailed in the Internet Crimes Against Children Operational and Investigative Standards.

11.

23.

# FEDERAL ASSURANCES

The subrecipient hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

'4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorilyimposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7. If a governmental entity:

it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

a. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

# FEDERAL CERTIFICATIONS

# CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a):

A. The subrecipient certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the subrecipent, I hereby certify that the subrecipient will comply with the above assurances and certifications.

NAME: John Breternitz	TITLE: Chairman
R.	
SIGNATURE:	DATE: 9/8/11

\* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

1-7-54

# **RESOLUTION OF SUPPORT** PYRAMID HIGHWAY/US 395 CONNECTOR ENVIRONMENTAL IMPACT STATEMENT

WHEREAS, Regional Transportation Commission (RTC) of Washoe County is preparing the Pyramid Highway/US 395 Connection Environmental Impact Statement (EIS) evaluating alternatives to improve Pyramid Highway and consideration of a new transportation corridor connecting Pyramid Highway and US 395 (Project); and

WHEREAS, Washoe County Department of Regional Parks & Open Space, City of Sparks Department of Parks and Recreation, and the Project study team, have coordinated efforts in the spirit of cooperative planning and development throughout the EIS process; and

WHEREAS, one of the Project alternatives for consideration would utilize Washoe County property (APN 035-370-01, consisting of 15.664-acres) identified for future county use (see attached map); and

WHEREAS, this Project alternative was identified in an effort to minimize impacts to the Sun Valley community as compared to other alternatives considered in the EIS; and

WHEREAS, RTC is committed to working with Washoe County to ensure accommodation of future county uses, and should this Project alternative be identified as the preferred alternative in the EIS, to participate in providing reasonable funding and possible construction activities to ensure compatibility between the roadway improvements and limited county improvements; and

WHEREAS, RTC will consider entering into an interlocal cooperative agreement between RTC, Washoe County, and City of Sparks, that describes their respective roles and responsibilities for the design, construction, operations, and maintenance of potential county improvements; and

WHEREAS, Washoe County has determined that the Project would be consistent with the Board of County Commissioners' adopted 2010-2012 strategic objectives; and

, Chip Dyputy

THEREFORE, BE IT RESOLVED, that the Board of Washoe County Commissioners supports cooperative transportation and county planning efforts between Washoe County, RTC, and City of Sparks with regard to future development of APN 035-370-01 to minimize impacts to the Sun Valley community as part of the Project.

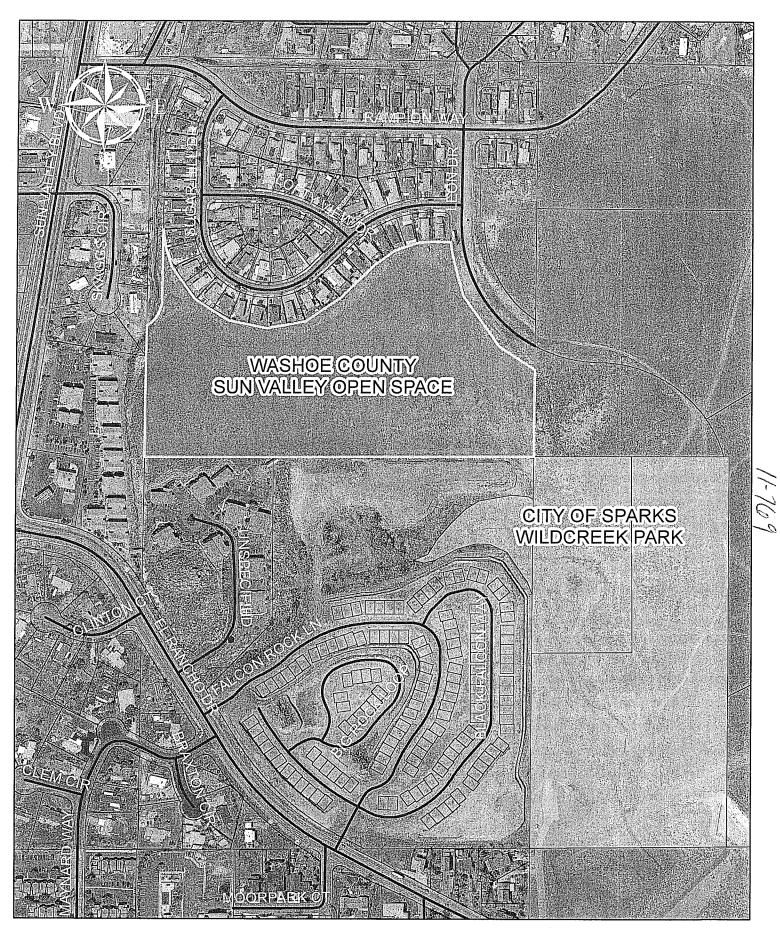
ADOPTED this 23rd day of August, 2011

Amy Harvey, County Clerk

John Breternitz, Chairman Washoe County Board of Commissioners

11-769

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# SUN VALLEY OPEN SPACE VICINITY MAP

### RESOLUTION RATIFYING THE ASSESSMENT ROLL AND CALLING A PUBLIC HEARING ON THE ASSESSMENT ROLL

Summary - A resolution ratifying the assessment roll for Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads) and calling a public hearing thereon.

# RESOLUTION NO. \_\_\_\_\_ (of Washoe County, Nevada)

A RESOLUTION CONCERNING WASHOE COUNTY, NEVADA, SPECIAL ASSESSMENT DISTRICT NO. 32 (SPANISH **SPRINGS** VALLEY RANCHES ROADS); DETERMINING THE COST OF THE PROJECT OF \$10,287,000, THE AMOUNT TO BE ASSESSED AND RATIFYING THE ASSESSMENT ROLL FOR THE DISTRICT: FIXING THE TIME AND PLACE WHEN COMPLAINTS, PROTESTS, AND OBJECTIONS TO THE ASSESSMENT ROLL WILL BE HEARD; PROVIDING **OTHER DETAILS IN CONNECTION THEREWITH.** 

WHEREAS, the Board of County Commissioners of the County of Washoe in the State of Nevada (the "Board," "County," and "State," respectively) deems it necessary to create the "Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads)" (the "District"), for the purpose of acquiring and constructing, pursuant to Nevada Revised Statutes ("NRS") Chapter 271, a street project as defined in NRS 271.225 (the "Project"), and to defray the cost and expense of such improvements by special assessments, according to benefits, against the benefited lots and premises in the District; and

WHEREAS, the Board, pursuant to NRS chapter 271 and Resolution No. 03-338 adopted by the Board on March 25, 2003 (the "2003 Provisional Order Resolution"), provisionally ordered the acquisition of a street project as defined in NRS 271.225 within the District; and

WHEREAS, pursuant to Nevada Supreme Court Order of Reversal and Remand filed on July 5, 2006, the Nevada Supreme Court Order Denying Rehearing filed on October 2, 2006, and the District Court Order filed on November 15, 2006 (collectively, the "Orders"), the County has obtained an appraisal, among other things, for parcels in the District showing the increase in market value to the parcels as a result of the elimination of homeowner's dues; and

WHEREAS, the Board amended the 2003 Provisional Order Resolution by adoption of a resolution on September 8, 2009 (collectively, the "Provisional Order Resolution"), pursuant to which the Board declared its determination to create the District for the purpose of acquiring and constructing the Project, stating therein the extent of the improvements, that the cost and expense thereof shall be paid by special assessment, and that the assessments are to be made according to benefits, by apt description designating the District, including the lands to be so assessed and definitely locating the improvements to be made; and

WHEREAS, pursuant to the Provisional Order Resolution, the Board gave notice (in the manner specified by NRS 271.305) of the filing of the preliminary plans, assessment plat, preliminary assessment roll, typical section of the contemplated improvements, preliminary estimate of cost, and estimate of maximum benefits, and of the time and place of hearing thereon; and

WHEREAS, the manner of giving such notice by mail, publication and posting was reasonably calculated to inform the parties of the proceedings concerning the District which might directly and adversely affect their legally protected interests; and

WHEREAS, all owners of property to be assessed and interested persons so desiring were permitted to file a written complaint, protest or objection or to appear before the Board on Tuesday, October 13, 2009, and be heard as to the propriety and advisability of acquiring the Project provisionally ordered, as to the cost thereof, and manner of payment therefor, and as to the amount thereof to be assessed against said property; and

WHEREAS, all written and oral objections and protests received were duly considered, and the Board has determined that it is in the best interests of the District, the County, and the inhabitants thereof to create the District as theretofore proposed; and

WHEREAS, the owners of lots which will pay one-half or more of the assessments (as shown in the preliminary assessment roll) did not file written protests or objections and the protests or objections received were received from owners of lots in the District who, in the aggregate, will pay less than one-half of the assessments (as shown in the Preliminary Assessment Roll); and

WHEREAS, every written complaint, protest and other objection was found to be without sufficient merit and was overruled by the Board by a resolution passed and approved on October 13, 2009 (the "Protest Resolution") except as stated in the Protest Resolution; and

WHEREAS, any person filing a written complaint, protest or objection shall have the right, within thirty (30) days after the Board has finally passed on such complaint, protest or objection to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination; and

WHEREAS, pursuant to the Settlement Agreement and Release among the County, the appellants (the "Appellants") in Nevada Supreme Court Case No. 57585 (<u>Ahlmeyer et al. vs. County of Washoe</u>) and the Spanish Springs Valley Ranches Property Owners' Association dated March 23, 2011, the Appellants, who own parcels within the District, have agreed to dismiss the appeal in Nevada Supreme Court Case No. 57585; and

WHEREAS, in accordance with NRS 271.357, the Board considered all applications for hardship filed with the County Clerk and determined to grant one hardship as stated in the Protest Resolution and that no other qualifying hardships were granted; and

WHEREAS, the Board has authorized the proper officers of the County to execute the appropriate documents for a construction contract on behalf of the County for the Project, all as provided by law; and

WHEREAS, such construction contracts have been executed; and

WHEREAS, the Board has determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, NRS 271.360 provides that the Board may determine the cost of the Project to be paid by the assessable property in the District after making the construction contract, or after determining the net cost to the County, but not necessarily after the completion of the Project; and

WHEREAS, in accordance with NRS 271.360, the Board hereby determines and declares that the net cost to the County of all the improvements in the District (including all necessary incidentals which either have been or will be incurred in connection with the District and the Project) is \$10,287,000 of which \$10,286,999.76 is to be assessed upon the benefited lots, tracts and parcels of land in the District for the Project and \$-0- will be paid from other sources; and

WHEREAS, the County Engineer, as engineer for the County (the "Engineer"), has

reported an assessment roll (the "Assessment Roll") to the Board and the Assessment Roll has been filed in the office of the County Clerk and numbered, and the Engineer has submitted an executed certificate in the form provided in NRS 271.375(3), which certificate, duly executed, accompanied the Assessment Roll and was in the following form:

### (Form of Certificate)

#### **STATE OF NEVADA** ) **COUNTY OF WASHOE** )

) ss.

To the Board of County Commissioners of Washoe County, Nevada:

I hereby certify and report that the foregoing is the assessment roll and assessments made by me for the purpose of paying that part of the cost which you decided should be paid and borne by special assessments for Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads); that in making such assessments, I have, as near as may be, and according to my best judgment, conformed in all things to the provisions of Chapter 271 of the Nevada Revised Statutes.

> Dan St. John, P.E. **County Engineer** Washoe County, Nevada Department of Public Works

Dated at Reno, Nevada, this , 2011.

(End of Form of Certificate)

WHEREAS, the Board has determined, and does hereby determine, that all of the assessable property in the County which is specially benefited by the improvements to be acquired in the District, and only the property which is so specially benefited, is included on the Assessment Roll; and

WHEREAS, the Board has determined, and does hereby determine to issue and sell bonds to be hereafter issued by the County to pay for the cost of the Project; and

WHEREAS, the Board has determined, and does hereby determine, that the notice for a hearing on the Assessment Roll which is provided for herein is reasonably calculated to inform each interested person of the proceedings concerning the District which may directly and adversely affect his or her legally protected rights and interests.

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

Section 1. This resolution shall be known as and may be cited by the short title "District No. 32 (Spanish Springs Valley Ranches Roads) Resolution Ratifying the Assessment Roll and Calling a Public Hearing" (the "Resolution").

Section 2. All action, proceedings, matters and things heretofore taken, had, and done by the County and the officers and employees thereof (not inconsistent with the provisions of this Resolution) concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 3. The total cost of the Project in the District to the County (including all necessary incidentals which either have been or will be incurred in connection with the District and the Project) has been and hereby is determined to be \$10,287,000, of which \$10,286,999.76 shall be paid by the assessable property in the District, as described and as provided in the Creation Ordinance.

Section 4. The Board hereby ratifies the Assessment Roll containing, among other things:

(a) The name and address of each last-known owner of each lot, tract or parcel of land to be assessed, or if not known, that the name is "unknown".

(b) A description of each lot, tract or parcel of land to be assessed,

6

and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the Board in the Creation Ordinance and as stated in the provisional order for the hearing on the Project.

Section 5. The Assessment Roll has been examined by the Board, is tentatively approved, and is ordered filed in the office of the County Clerk.

Section 6. Tuesday, September 27, 2011 at 6:00 p.m., at the County Commission Chambers, Washoe County Administration Complex, 1001 East Ninth Street, Building A, Reno, Nevada, be, and the same hereby is, fixed as the date, time, and place when the Board will hear and consider complaints, protests, and objections to the Assessment Roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing), by the owners of the assessable property specially benefited by the improvements in the District and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 7. The County Clerk shall give notice by publication in the Reno Gazette-Journal (a newspaper of general circulation in the County and published at least once a week) at least once a week for 3 consecutive weeks, by 3 weekly insertions, the first such publication to be at least 15 days prior to the date of the protest hearing. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication in each newspaper and the last publication in the same newspaper. Such service by publication shall be verified by the affidavit of the publishers and filed with the County Clerk. In accordance with NRS 271.380(2) and 271.135, the County Clerk, the Engineer or any deputy thereof shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mails, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last-known owner or owners of each tract being assessed at his or their last-known address or addresses. Proof of such mailing shall be made by the affidavit of the County Clerk, the Engineer or any deputy thereof and such proof shall be filed with the County Clerk, provided, however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings

concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the County Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, shall have been paid in full, both principal and interest, or any claim is barred by an appropriate statute of limitations. The Board hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests. Such notice shall be as provided in NRS 271.380 and shall be in substantially the following form: (Form of Notice)

\*Amount of Assessment \$

\*Description of Property Assessed:

APN

(\*include amount and description in mailed notice)

# NOTICE OF FILING OF ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT ROLL HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR A STREET PROJECT WITHIN THE WASHOE COUNTY, NEVADA, SPECIAL ASSESSMENT DISTRICT NO. 32 (SPANISH SPRINGS VALLEY RANCHES ROADS).

**NOTICE IS HEREBY GIVEN**, that the assessment roll for the Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads) (the "District") in and for the County of Washoe (the "County") in the State of Nevada, which has been ratified by the Board of County Commissioners of the County (the "Board"), and certified by the County Engineer, as engineer for the County (the "Engineer"), has been filed on August 23, 2011, in the office of the County Clerk and since such date the assessment roll has been, and now is available for examination by any interested person during regular office hours. The boundaries of the District are described in the ordinance creating the District, adopted on June 28, 2011, which include the location of the Project and the tracts to be assessed. Property within the District is to be assessed for the cost of a street project as defined in Nevada Revised Statutes ("NRS") 271.225 (the "Project"). The boundaries of the District include the location of the Project and the lots, tracts and parcels of land to be assessed.

The amount to be assessed for the Project will be levied upon all tracts in the District, i.e., upon all tracts in proportion to the special benefits derived and on a unit lot basis such that each lot will benefit by the Project as hereafter described (an equitable adjustment having been made for any tract or parcel not specially benefited in proportion to the percentage applicable to that tract or parcel under the assessment method otherwise so used, so that assessments according to benefits will be equal and uniform). The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon, each lot, tract or parcel of land or property in the District is stated in the assessment roll.

The Board will meet to hear and consider all complaints, protests, and objections made in writing or verbally to the assessment roll or to the proposed assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District, by any person interested, and by any parties aggrieved by such assessments, on Tuesday, September 27, 2011 at 6:00 p.m., at the County Commission Chambers, Washoe County Administration Complex, 1001 East Ninth Street, Building A, in Reno, Nevada.

Any person objecting to the assessment roll or to the proposed assessments is entitled to be represented by counsel at the hearing. Any evidence a person objecting to the assessment roll, or to the proposed assessments, desires to present on these issues must be presented at the hearing. Evidence on any objection to the assessment roll or to the proposed assessments that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395, i.e., judicial review or appeal from an adverse determination by the Board.

Any complaints, protests, or objections to the regularity, validity, and correctness of the assessment roll, of each assessment, and of the amount of the assessment levied on each tract must be filed in writing with the County Clerk of Washoe County, Nevada, on or before Friday, September 23, 2011, i.e., at least three days before the date set for the assessment hearing.

At the time and place designated by this Notice for the hearing, the Board shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, land to be assessed, which have been so made in writing or verbally, and the Board shall have the power to adjourn such hearing from time to time, and by resolution, may revise, correct, confirm, or set aside any assessment and order that the assessment be made de novo. Any complaint, protest or objection to the assessment roll, the regularity, validity and correctness of each assessment, the amount of each assessment, or the regularity, validity and correctness of any other proceedings occurring after the date of the hearing on the provisional order for the Project held on October 13, 2009, and before the date of the hearing announced by this Notice, to occur on September 27, 2011, shall be deemed waived unless filed in writing within the time and in the manner provided by this Notice.

Assessments shall be due and payable at the office of the County Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective; or all or any part of such assessments may, at the election of the owner, be paid thereafter in forty (40) substantially equal semi-annual installments which will include both principal and interest. The Board shall also provide the time and terms of payment of such assessments and shall fix penalties to be collected upon delinquent payments. A prepayment penalty not exceeding 5% of the principal of deferred installments so prepaid may be established by the Board. The Board shall fix or adjust, or authorize the County Manager or County Finance Director to fix or adjust, the rate of interest on unpaid installments of assessments which will not exceed by more than 1% the highest rate of interest payable on the District's assessment bonds at any maturity. Before assessment bonds are issued or if assessment bonds are not issued, the rate of interest on unpaid installments of assessments shall be 7% or otherwise established by resolution of the Board or as fixed or adjusted by the County Manager or County Finance Director. The effective interest rate on the District's assessment bonds will not exceed the then effective statutory maximum rate. Such limit currently states that the interest rate may not exceed by more than 3% the "Index of Twenty Bonds" which shall have been most recently published in The Bond Buyer before bids for the bonds are received, or before a negotiated offer for the sale of such bonds is accepted. In no event will the interest rate on assessment bonds or unpaid assessments exceed 14%.

Pursuant to NRS 271.395, within 15 days after the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing, in the manner provided by this Notice and NRS 271.380, may commence an action or suit in any court of competent jurisdiction to correct or set aside the determination. Judicial review of the proceedings in any action brought pursuant to NRS 271.395 is limited to any complaint, protest or objection to the assessment roll, the regularity, validity and correctness of each assessment, the amount of each assessment, or the regularity, validity and correctness of any other proceedings occurring after the date of the hearing on the provisional order for the Project held on

October 13, 2009, and before the date of the hearing announced by this Notice, to occur on September 27, 2011. Any other issue, including, without limitation, the method used to estimate the special benefits to be derived from the Project, must not be considered by the court. Thereafter all actions or suits attacking the regularity, validity and correctness of the proceedings, of the assessment roll, of each assessment contained in the assessment roll, and of the amount of the assessment levied on each tract, including the defense of confiscation, are perpetually barred.

DATED this August 23, 2011.

/s/ John Breternitz

Chair Board of County Commissioners Washoe County, Nevada

(SEAL) Attest:

/s/ <u>Amy Harvey</u> County Clerk

Publication Dates –September 9, September 16 and September 23.

(End of Form of Notice)

Section 8. The owner or owners of any lot, tract or parcel of land which is assessed in the Assessment Roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, at least three days prior to the date set for the hearing, file with the office of the County Clerk his or her complaints, protests, or objections in writing to the assessment.

Section 9. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

Section 10. The officers of the County be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 11. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 12. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provisions shall in no way affect any remaining provisions of this Resolution.

Section 13. The Board has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED AND ADOPTED this August 23, 2011.

Chairman Board of County Commissioners Washoe County, Nevada

(SEAL)

ADA 21

Attest: A Chief Depuz County Clerk

## STATE OF NEVADA ) )ss. COUNTY OF WASHOE )

I am the duly chosen, qualified and acting County Clerk of Washoe County (the "County"), in the State of Nevada, and do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution of the Board of County Commissioners (the "Board") adopted at a meeting of the Board held on August 23, 2011 (the "Resolution").

2. The members of the Board voted on the Resolution as follows:

Those Voting Aye:

John Breternitz <del>David Humke</del> Kitty Jung Robert M. Larkin Bonnie-Weber

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Those Voting Nay:

Those Absent:

3. The original of the Resolution has been approved and authenticated by the signatures of the Chair of the Board and myself as County Clerk and has been recorded in the minute book of the Board kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. The District No. 32 Assessment Roll, including the Engineer's Certificate, was reported and filed in the office of the County Clerk and numbered prior to the August 23, 2011 meeting, and a copy is attached hereto as Exhibit B.

5. The District No. 32 Assessment Roll, as ratified by the Board, has been filed in the office of the County Clerk and is available for inspection.

6. A copy of the Engineer's detailed total cost of the Project in the District, including incidental expenses, is attached hereto as Exhibit C.

7. An affidavit of publication of notice of the public hearing to be held on September 27, 2011, is attached hereto as Exhibit D.

7. A affidavit of the County Clerk, the Engineer or any deputy thereof evidencing mailing of the notice of the public hearing to be held on September 27, 2011, is attached hereto as Exhibit E.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the County this August 23, 2011.

County Clerk Washoe County, Nevada

(SEAL)

The undersigned does hereby certify:

1. All members of the Board were given due and proper notice of the meeting held on August 23, 2011.

2. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpts from the agenda for the meeting relating to the Resolution, as posted not later than 9:00 a.m. on the third working day prior to the meeting, on the County's website, and at the following locations:

- Washoe County Administration Complex 1001 East Ninth Street, Bldg. A Reno, Nevada
- (ii) Washoe County Courthouse-Clerk's Office Virginia and Court Streets Reno, Nevada
- (iii) Washoe County Central Library 301 South Center Street Reno, Nevada
- (iv) Sparks Justice Court
   630 Greenbrae Drive
   Sparks, Nevada

is attached as Exhibit A.

3. Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notice of meetings of the Board in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

IN WITNESS WHEREOF, I have hereunto set my hand this August 23, 2011.

County Manager (or representative thereof) Washoe County, Nevada

# EXHIBIT A

(Attach Copy of Agenda Notice of August 23, 2011 Meeting)

#### **COUNTY COMMISSIONERS**

John Breternitz, Chairman Bonnie Weber, Vice-Chairman David Humke Kitty Jung Bob Larkin

#### **COUNTY MANAGER**

Katy Simon

#### ASSISTANT <u>DISTRICT ATTORNEY</u>

Paul Lipparelli

## NOTICE OF MEETING AND AGENDA

#### WASHOE COUNTY BOARD OF COMMISSIONERS

## COMMISSION CHAMBERS - 1001 E. 9th Street, Reno, Nevada

August 23, 2011 10:00 a.m.

**NOTE:** Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless removed from the Consent section. The Board of County Commissioners may take short breaks approximately every 90 minutes.

The Washoe County Commission Chambers are accessible to the disabled. If you require special arrangements for the meeting, call the County Manager's Office, 328-2000, 24-hours prior to the meeting.

<u>Time Limits</u>. Public comments are welcomed during the Public Comment periods for all matters, whether listed on the agenda or not, and are limited to two minutes per person. Additionally, public comment of two minutes per person will be heard during individual action items on the agenda. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment on that item at the Commission meeting. Persons may not allocate unused time to other speakers.

**Forum Restrictions and Orderly Conduct of Business.** The Board of County Commissioners conducts the business of Washoe County and its citizens during its meetings. The presiding officer may order the removal of any person whose statement or other conduct disrupts the orderly, efficient or safe conduct of the meeting. Warnings against disruptive comments or behavior may or may not be given prior to removal. The viewpoint of a speaker will not be restricted, but reasonable restrictions may be imposed upon the time, place and manner of speech. Irrelevant and unduly repetitious statements and personal attacks which antagonize or incite others are examples of speech that may be reasonably limited.

**Responses to Public Comments.** The County Commission can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Commission. However, responses from Commissioners to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Commission will consider, Commissioners may choose not to respond to public comments, except to correct factual inaccuracies, ask for County staff action or to ask that a matter be listed on a future agenda. The Commission may do this either during the public comment item or during the following item:

"\*Commissioners'/Manager's Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda".

- 11. Recommendation to award Request for Proposal #2777-11 for the Community Based Case Management Substance Abuse Support Program, to The Children's Cabinet, 1090 S. Rock Blvd., Reno [annual award amount \$200,000] on behalf of Washoe County Department of Social Services; and if awarded, request that the Purchasing and Contracts Manager execute the Agreement with The Children's Cabinet for Fiscal Year 2012, with option to renew for two additional one-year periods--Social Services. (All Commission Districts.)
- 12. Discussion and possible approval of the Multi-Stakeholder Emergency Medical Services Task Force recommendation to select TriData Division, System Planning Corporation to conduct a comprehensive analysis of the countywide emergency medical system and possible approval of a related proposed consultant professional services agreement [not to exceed \$77,943], determination whether to condition commencement of the agreement on contributions from six partnering agencies, authorization for staff to seek contributions; and if so approved, authorize transfer of budget authority from the General Fund Contingency Account to Management Services Fire Services Support #101830 in the amount of \$77,943 and direct Finance to make appropriate adjustments and disband the Task Force--Management Services/Fire Services Coordinator. (All Commission Districts.)
- 13. Recommendation to review and discuss the *Scope of Work for Business Licenses* approved by the Shared Services Elected Officials Subcommittee on Building Permits and Business Licenses and possibly direct County staff to fully participate in the work plan outlined within the Scope of Work--Community Development. (All Commission Districts.)
- 14. Recommendation to award bid for the Incline Way Pedestrian Path, Village Boulevard to Southwood Boulevard project to the lowest responsive and responsible bidder (staff recommends V & C Construction [\$286,800 - funding source--Transportation Equity Act with 5% in-kind match]; and if awarded, authorize the Chairman to execute contract documents--Public Works. (Commission District 1.)
- Recommendation to award bid for 911 Parr Boulevard Housing Unit Three Hardening project to the lowest responsive and responsible bidder (staff recommends Farr Construction) [\$331,348 - funding source--Capital Improvement Fund]; and if approved, authorize Chairman to execute contract documents--Public Works. (Commission District 3.)
- 16. Recommendation to approve a Resolution concerning Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads); determining the cost of the project of \$10,287,000, the amount to be assessed and ratifying the assessment roll for the district; fixing the time and place when complaints, protests, and objections to the assessment roll will be heard; providing other details in connection therewith; and if approved, authorize the Chairman to execute the Resolution. (Set public hearing for September 27, 2011, 6:00 p.m.)--Public Works. (Commission District 4.)

## EXHIBIT B

# (Attach Certified Copy of District No. 32 Assessment Roll Including Engineer's Certificate)

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Page 1 of 1

\*NA = NOT APPLICABLE, PARCEL INCLUDED IN ZONE 1

			COST/BENEFIT RATIO	PRELIMINARY	
	NO. PARCELS	BENEFIT	Total Project Cost/Aggregate Benefit	ASSESSMENT	EXTENSION
				(Ratio x Benefit)	No. Parcels x Assessmen
ZONE 1 PARCELS, STD RATE	441	\$28,000	0.7579	\$21.219.84	\$9 357 949 44
ZONE 1 DECREE PARCELS @ 90% STD RATE	32	25,200	0.7579	\$19.097.86	\$611.131.52
PARCELS w/o "DUES BENEFIT"					
ZONE 2 PARCELS	g	11,000	0.7579	\$8,336,37	\$75.027.33
ZONE 3 PARCELS	21	11,000	0.7579	\$8,336,37	\$175.063.77
ZONE 4 PARCEL	NA*		•		• •
ZONE 5 PARCLES (PERCENT OF VALUE)					
APN 076-090-22 @ 5% (GROUP N-5)	-	20,000	0.7579	\$15,157.03	\$15,157.03
APN 076-380-01 @ 5% (GROUP N-7)	-	65,000	0.7579	\$49,260.34	\$49,260,34
APN 077-480-17 @ 5% (GROUP N-4)	-	4,500	0.7579	\$3,410,33	\$3,410.33
	506				

# PROJECT COST SAD 32 PARCEL SUMMARY: ASSESSMENT CALCULATION PARAMETERS COST SUMMARY: ZONE 1 DECREE PARCELS (90% OF STD POA DUES) ZONE 1 (PARCELS PAY STD POA DUES) ZONE 3 (DO NOT PAY POA DUES) ZONE 5 (DO NOT PAY POA DUES) ZONE 4 (DO NOT PAY POA DUES) ZONE 2 (DO NOT PAY POA DUES) ZONE 1 TOTAL PARCELS NO. SAD 32 PARCELS NO. PARCELS \$10,287,000.00 Å 506 441 32 473 21 9 PROPERTY VALUE BENEFIT, ZONE 3 (GROUPS M-1, N-1, N-2 & N-3) DUES BENEFIT, ZONE 1 "DECREE" PARCEL (90% STD RATE) PROPERTY VALUE BENEFIT, ZONE 5 PROPERTY VALUE BENEFIT, ZONE 4 (GROUP E) PROPERTY VALUE BENEFIT, ZONE 2 (GROUP A) DUES BENEFIT, ZONE 1, STD RATE BENEFIT SUMMARY: APN 077-480-17 @ 5% (GROUP N-4) APN 076-090-22 @ 5% (GROUP N-5) APN 076-380-01 @ 5% (GROUP N-7) NA\* BENEFIT \$65,000 \$11,000 \$11,000 \$20,000 \$28,000 \$4,500 25,200

ASSESSMENT CALCULATION SUMMARY

SPECIAL ASSESSMENT DISTRICT NO. 32 SPANISH SPRINGS VALLEY RANCHES ROADWAY IMPROVEMENTS

Page 1 of 14

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RICE, PATRICK L	KOLBET 2010 REV LIVING TRUST, DANIEL & LOIS	KOLBET 2010 REV LIVING TRUST, DANIEL & LOIS	PAUL, LARRY G	ICASTEEL TRUST, LONI D	AVERY, WILLIAM H	DOHERTY, WILLIAM A & FEREK, JACQUELYN M		CHEICTENSEN BALLO & CANTUN I	ROBRINS MICHAEL O & DENNY	INDELIN SCOTT A & I ECADEA BABBABA N		BABBETO DANIEL 1º VELLE I	MCCOWEN, MICHAELJ & SABINE	MACUONALD, BRUCE I & KRISTINE E		ANDERSON, JAMES M	ANDERSON, JAMES M	ROWLAND, L D & BARBARA	MACLEAN, DUNCAN S	CLANCY FAMILY TRUST	LACY, WARD M & TANYA M	AGLIOLO, SEBASTIAN S & CAROL A	PELFREY, ROBERT D & JULIE A	BEAUCHAMP, WH & J A	ROOT, WAYNE F	VISOKO ENTERPRISES INC,	JOSEPH, RICHARD M & DEANNE M	HALL, ROBERT K	MITCHELL-SWITZER FAMILY TRUST,	O'DONOHUE TRUST, WALTER J JR	SWITZER LIVING TRUST, KRISTA E	YORK, MICHAEL R & VICKY D	GOATES, BRIAN L	HECHT, WILLIAM L	TYE, R DENNIS	HECHT, WILLIAM L	HECHT, WILLIAM L	NY ANN E
711 ENCANTO DR	2900 FANTASY DR	2900 FANTASY LN	2450 VIEW POINT DR	2300 FANTASY LN	2900 FANTASY LN	PO BOX 8628	116 ENCANIO DR			2280 BARRANCA DR	3085 BARRANCA DR	JUZS BARRANCA DR	3025 BARRANCA DR	P O BOX 38	650 JENNIFER LEE LN	495 JENNIFER LN	495 JENNIFER LEE LN	724 ENCANTO DR	730 ENCANTO DR	775 ENCANTO CT	4717 SIRACH CT	75 QUIVERA LN	3015 BARRANCA R	3080 BARRANCA DR	720 ENCANTO DR	PO BOX 7201	PO BOX 52042	3120 BARRANCA DR	7112 HEARTLAND WAY	12773 IZARD	71 W EDITH AV	10630 CHESTNUT ST	35 SKY CANYON CT	15455 TUXON WAY	9732 STATE ROUTE 445 PMB 371	15455 TUXON WAY	15455 TUXON WAY	AUDIKESS, NO.
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\$334 062	\$229,836	\$0	\$186,571	\$239,891	0\$	\$173,003	\$281,188	\$187,790	\$339,182	\$366,572	\$279,316	0\$	\$202,585	\$0	\$20,879	\$0	\$39,313	\$275,640	\$155,958	\$221,174	\$4,412	\$392,904	\$118,668	\$271,352	\$114,375	0\$	\$623,442	\$184,228	8	8	\$0		-	\$	\$50,247	\$0	•	
\$504 083	\$484,836	\$255,000	\$441,571	\$494,891	\$255,000	\$428,003	\$451,188	\$357,790	\$509,182	\$536,572	\$449,316	\$170,000	\$372,585	\$170,000	\$190,879	\$170,000	\$209,313	\$445,640	\$410,958	\$476,174	\$259,412	\$647,904	\$373,668	\$526,352	\$369,375	\$255,000	\$878,442	\$439,228	\$255.000	\$244,375	\$244,375	\$220,000	\$220,000	\$121,125	\$140,772	\$90,525	\$400,000	PROPERY VALUE
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	BENEFIT
	\$25,200.00	\$25,200.00	\$25,200.00	\$25,200.00	\$25,200.00	\$25,200.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000,00	\$28.000.00	\$28,000.00	\$28.000.00	\$28.000.00	\$28.000.00	\$28.000.00	\$28,000.00	\$0.00	\$0.00	\$25,200.00	\$25,200.00	€9 N	\$0.00	(POA DUES)
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# SPECIAL ASSESSMENT DISTRICT NO. 32 SPANISH SPRINGS VALLEY RANCHES ROADWAY IMPROVEMENTS

Page 2 of 14

76 076	/5 U/E	14 0/6	71 070	73 076	77 076	71 076	70 076	69 07E	68 07E	67 076	66 07E	65107E	64 076	63 07E	62 076	61 076	60 07 <del>6</del>	59 076	58 076	57 076	56 07t	55 07t	54 076	53 076	52 076	51 076	50 076	49 076	48 076	47 076	46 076	45 07t	44 076	43 076	42 076	41 076	40 076	39 076	Z.
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HENNINGSEN, RYAN J & ELIZABETH A	JACK ENTERPRISES LLC,	GOMOLKA, JEROME M & JENNIFER R	GRITZMACHER, MICHAEL C & JANET L		FRANK MELISSA C	ASTILLI FAMILY TRUST ALOO A & DONA M	DAYTON, DRAKE A & CYNTHIA M	RANDAZZO, ROBERT S & MARISA	AGUIRE FAMILY TRUST, DAVID & LINDA	WATERMAN, JONAS & LOREEN	SKINNER, LARRY D & THERESA M	WATERMAN, JONAS & LOREEN P	BAYGENTS , JILL R	DOYLE, DENNIS & NANCY	FENNIMORE, RICHARD A & LORETTA R	WOODMAN, TONIE A	KOLIHA, DAVID & CORINNE	ARENTZ FAMILY TRUST, GARY & KATHY	MACDONALD, GARY J & MARVALEE	READ, DYANNE L	KOLBET 2010 REV LIVING TRUST, DANIEL & LOIS	GEPHART, DON	REINSCH LIVING TRUST,	REINSCH LIVING TRUST,	REINSCH LIVING TRUST,	AVERY, WILLIAM H & LOIS J	LAMBERT, HOWARD W & PAN G	REINSCH LIVING TRUST,	REINSCH LIVING TRUST,	REINSCH LIVING TRUST,	REINSCH LIVING TRUST,	GERHARDT, GREG & SHARLA	BYRAM, BRUCE C	SALAS, RICHARD CONRAD PEREZ JR	GOSAR, GEORGE E	STUCKI, JOHN & WENDY	URBANI, CARL J & PATRICIA D	HORNER, KEVIN & JANEEN	NAME
675 ENCANTO DR	655 ENCANTO DR	625 LA CALMA CT	685 ENCANTO DR	308 E PAYNE AVE			250 LOS ARBOLES I N	200 LOS ARBOLEES LN	260 POTOSI RD	697 ENCANTO DR	10 ARCHER CT	697 ENCANTO DR	705 ENCANTO DR	9970 LAMANCHA AVE	795 ENCANTO DR	316 CALIFORNIA AVENUE NO 961	250 QUIVERA LN	3800 CALAVERITAS RD	655 ENCANTO DR	650 ENCANTO DR	2900 FANTASY LN	2940 BARRANCA DR	275 N BREA BLVD STE B	275 N BREA BLVD STE B	275 N BREA BLVD STE B	2900 FANTASY LN	760 ENCANTO CT	275 N BREA BLVD STE B	930 SPANISH SPRINGS	4314 CITRUS LN	135 BOXER DR	3040 BARRANCA DR	P O BOX 12932	3213 BUNKER HILL LN	65 LA LOMA WAY	ADDRESS, NO.			
SPARKS	SPARKS	SPARKS	SPARKS	GALION	JPAKNU		SPARKS	SPARKS	DAYTON	SPARKS	SPARKS	SPARKS	SPARKS	LAS VEGAS	SPARKS	RENO	SPARKS	SAN ANDREAS	SPARKS	SPARKS	SPARKS	SPARKS	BREA	BREA	BREA	SPARKS	SPARKS	BREA	BREA	BREA	BREA	SPARKS	FALLBROOK	RENO	SPARKS	RENO	SPARKS	SPARKS	спт
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89441-8522	89441	89441	89441-8522	44833	89441-8577	09441-3307	80441-5507	89441-5507	89403	89441-8522	89441-7267	89441-8522	89441-8523	89149-1446	89441-8523	89509-1650	89441-7274	95249	89441-8522	89441-8504	89441-8593	89441-5504	92821	92821	92821	89441-8593	89441-7566	92821	92821	92821	92821	89434-9401	92028	89512-1302	89441-9200	89510-2932	89431-1151	89441-5578	ZIP
\$127,500	\$110,500	\$127,500	\$127,500	3 \$170,000		_		\$170.000			\$170,000	\$170,000				\$255,000				\$255,000	- 1		\$255,000	\$255,000	\$255,000		_	\$255,000	\$233,750	\$233,750	\$255,000	\$170,000	\$170,000			\$170,000		\$170,000	LAND
\$276,501	\$0	\$170,572	\$240,159	\$214,925	\$149,175	\$103,310	100 010	\$373 246	\$195,073	\$410,697	\$4,577	\$0	\$180,161	\$0	\$185,903	0\$	\$224,719	\$0	\$515,391	\$161,441	0\$	\$370,268	0\$	0\$	\$0	05	\$308,707	\$0	90	0\$	\$0	ŝ	03	\$0	\$133,074	\$D	0\$	\$395,136	IMPROV.
\$404,001	\$110,500	\$298,072	\$367,659	\$384,925	\$319,175	\$273,310	10 14010	\$543 246	\$365,073	\$580,697	\$174,577	\$170,000	\$350,161	\$127,075	\$338,903	\$255,000	\$479,719	\$255,000	\$770,391	\$416,441	\$255,000	\$625,268	\$255,000	\$255,000	\$255,000	\$255,000	\$563,707	\$255,000	\$233,750	\$233,750	\$255,000	\$170,000	\$170,000	\$170,000	\$303,074	\$170,000	\$170,000	\$565,136	TOTAL PROPERY VALUE
\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0,00		50 00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	PROPERTY VALUE BENEFIT
\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	420,000,00	400 000 RC\$	\$28,000,00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$25,200.00	\$25,200.00	\$25,200.00	\$28,000.00	\$28,000.00	\$25,200.00	\$25,200.00	\$25,200.00	\$25,200.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	(POA DUES) (POA DUES)
\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$20,000.00	238 JUD 20	\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$25,200.00	\$25,200.00	\$25,200.00	\$28,000.00	\$28,000.00	\$25,200,00	\$25,200.00	\$25,200.00	\$25,200.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	TOTAL MAXIMUM BENEFIT
\$21 219 84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	¢∠1,∠19.04	421,210,01	\$21 219 R4	\$21.219.84	\$21,219.84	\$21,219.84	\$21.219.84	\$21 219.84	\$21,219,84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$19,097.86	\$19,097.86	\$19,097.86	\$21,219.84	\$21,219,84	\$19,097,86	\$19,097,86	\$19,097,86	\$19.097.86	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	ASSESSMENT

SPECIAL ASSESSMENT DISTRICT NO. 32 SPANISH SPRINGS VALLEY RANCHES ROADWAY IMPROVEMENTS

114	113	112		111		109	108	107	106	105	104	103							97 8	8	0, 9	94	93	9	9	99	89	88	87	86	85	84	83	82	81	8	2			
114 076-360-34	113 0/6-360-33	112 070-300-32	110 070 000 00	12-131-340	110 076-360-30	109 076-360-29	108 076-360-28	107 076-360-27	076-360-26	105 076-360-25	104 076-360-24	103 0/6-360-23	102 076-360-22	101075-360-21	101 076 360 34	99 070-310-03	00 076 340 63	00 070 210 02	076-310-61	95 076-310-50	95 076-310-50	94 076-310-58	93 076-310-57	92 076-310-56	91 076-310-55	90 076-310-54	89 076-310-53	88 076-310-52	87 076-310-51	86 076-310-50	85 076-310-49	84 076-310-48	83 076-310-47	82 076-310-46	81 076-310-45	80 076-310-44	/9 0/6-310-40	/8 0/6-310-39	77 076-310-36	A N
BEAVER, DAVID & CATHERINE					ADAIR ROBERT & IAMIE		ROGERS, BRENT	SHERFIELD, STEVEN W	FLYNN, LESLIE W & SHERRI M	TETIVA, TIMOTHY R													GALLERON TRUST, DARI FEN & DAVID	- I		BURNS GERALD M& DAMELAK			- 1			LOS TRES AHLMEYER HOLDINGS LLC,	GILBERT LIVING TRUST,		AHLMEYER, MICHAEL K & LINDA R	AHLMEYER, MICHAEL L & LINDA R			1	
9732 PYRAMID WAY PMB 157	1611 TOYON WAY	640 ENCANTO DR	745 CAPISTRANO DR	TID ALAMUSA DR			AS DESERTSCAPE CT	64 RAHONDA DR	63 RAHONDA DR	23015 N DE LA GUERRA CT	2520 SIMMS CL	600 CAPISTRANO DR	5955 PEAK RD	10255 MOGUL RD	550 W PLUMB LN SUITE B #505	1936 NE 38TH AVE	2955 LOS ARBOLES LN	4314 CITRUS LN	18/40 SLARDUSLER	190 GROVE ST	4314 CITRUS LN					9/32 STATE ROUTE 445 STE 158			DO BOY 0083		9732 STATE ROUTE 445 STE 158	9732 STATE ROLITE 445 STE 158	854 ALENA WAY	790 ENCANTO DR	2920 LOS ARBOLES LN	2920 LOS ARBOLES LN	640 CALLE DE LA PLATA	645 CALLE DE LA PLATA WAY	631 LOS GATOS LN	ADDRESS, NO.
SPARKS	KENAI	SPARKS	SPARKS	SPARKS	SPAKKS	SPARKS	27/17/12	SPARKS	SPARKS	SUN CITY WEST	SPARKS	SPARKS	RENO	RENO	RENO	PORTLAND	SPARKS	FALLBROOK	NEVADA CITY	NEVADA CITY	FALLBROOK	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	UAKLEY	RENO	PORILAND	UPARNS	SEVERS	SDADKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	OTY
NV	AK	VV	N	N	NV	NV		R	V	Z	VV	VN	٨N	VV	NV	Q7	VN	CA	ÇĄ	ÇA	CA	N	N	N	N	VV	CA CA	N	5		NV	NN/	N	V	N	VN	٧V	VN	VN	ST
00111 0050	99611	89441	89441-8223	89441-7550	89441-7301	8944		89441-6214	89441-6214	85375	89431	89441-7513	89510-9558	89523-8605	89509	97212	89441-8515	92028	95959	95959	92028	89441-8521	89441-8520	89441-8521	89432-4678	8944	94561	89507-9083	9721	8944	8944		R9441-RR72	89441-7566	89441	89441-8514	89441-8520	89441-8521	89441-7243	ZIP
		1 \$170,000	•	*	•					\$170.000					\$170,000	\$318,750	\$255,000	\$170,000	\$170,000	9 \$170,000	\$170,000	\$170,000		\$170,000	1		\$104,125		4		<b>د</b>	۰ I.					_ 1		\$ \$170,000	LAND
	\$188,514	\$775,030	•	*	•		- 10,010	\$130 070	\$207.139	SO	8	\$121,514	0	ŝo	\$131,435	\$0	\$114,752	\$0	\$0	\$8	\$0	\$361,927	\$296,740	\$257,277	\$279,193	\$269,718	8	\$0	50	3 8	3 8	2	<b>6</b> 5	\$504.212	SO .	\$146,558	\$177,377	\$364,302	\$256,946	IMPROV.
	\$358,514	\$945,030	\$220,000	\$220,000	\$220,000	\$220,000	\$009,070	401 J 100	\$377.139	\$170 nnn	\$170,000	\$291,514	\$170,000	\$170,000	\$301,435	\$318,750	\$369,752	\$170,000	\$170,000	\$170,000	\$170,000	\$531,927	\$466,740	\$427,277	\$449,193	\$399,768	\$104,125	\$108,800	\$119,425	\$104,125	\$114,750	4107,100	\$107 100	S657 212	\$137.700	\$284,258	\$347,377	\$534,302	\$426,946	TOTAL PROPERY VALUE
50 50	\$0.00	\$0.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$0.00	*0 n0	\$0.00	60 05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	a0,00		SD 00	50 00	\$0.00	\$0.00	\$0.00	\$0.00	PROPERTY VALUE BENEFIT
	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00	#20,000.00	\$28 NON NO		\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	¢20,000,00¢	\$20,000,00	420,000,00	\$28 000 00	\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	Y "DUES" BENEFIT (POA DUES)
	\$28,000.00	\$28,000,00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$28,000.00	420,000.00	420,000,00	200 000 00	\$28,000,00	\$28 000 00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000,00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$20,000,00	420,000.00	\$28,000,00	\$28 000 00	\$28,000,00	\$28,000.00	\$28,000,00	TOTAL MAXIMUM BENEFIT
11.12.01	\$21 219 84	\$21,219.84	\$8,336.37	\$8,336.37	\$8,336.37	\$8,336.37	\$21,219.84	\$Z1,Z19.84	\$01 010 01	41-11-10-0-1	\$21 210 84	\$21 210 84	\$21.219.84	\$21 219 B4	\$21,219,84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	40.012,120,04	401 710 10	\$21 210 84	\$91 910 R4	\$21 219 84	\$21,219.84	ASSESSMENT

SPECIAL ASSESSMENT DISTRICT NO. 32 SPANISH SPRINGS VALLEY RANCHES ROADWAY IMPROVEMENTS

ASSESSMENT ROLL

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152 076-371-04	151 076-371-03	150 076-360-90	149 076-360-89	148 076-360-87	147 076-360-86	146 076-360-85	145 076-360-84	144 076-360-82	143 0/6-360-81	142 0/6-360-80	141 076-360-78	140 076-360-77	139 076-360-76	138 076-360-74	137 076-360-73	136 076-360-59	135 076 360 58	134 076-360-57	133 076-360-56	132 076-360-55	131 076-360-54	130 076-360-53	129 0/6-360-52	128 076-360-51	127 076-360-50	126 076-360-49	125 076-360-48	124 076-360-47	123 076-360-46	122 076-360-45	121 076-360-44	120 076-360-43	119 076-360-42	118 076-360-41	117 076-360-40	116 076-360-39	115 076-360-35	No. APN
ROMO, MOSES & ROMO, VINCENT	ROGALLA, MARION L & CAROLYN	HITES, AARON A & CHRISTINA L			_					_ [		4			BONCA, JUSTIN & DANIELLE E		POWER SEPERATE PROP REV TRUST, JUSTIN			_	1	1.							DOVALIS LIVING TRUST, RODNEY R & LINDA L	TALLMAN, RAY C	CARTER FAMILY TRUST,	BRANDOFF, JOHN T & CATHERINE A		TALLMAN, RAY C			4	NAME
40 VELDA ROSE LN	15 VELDA ROSE	3095 BARRANCA DR	620 CARIBBEAN WAY	715 CALLE DE LA PLATA	402 OLD OPHIR RD	1255 CALLE DE LA PLATA	2440 GANTS HILL PLACE	555 CAPISTRANO CIR	565 CAPISTRANO CIR	585 CAPISTRANO CIR	590 ALAMOSA DR	1667 LONG ST	640 ALAMOSA DR	P O BOX 601	580 CAPISTRANO CR	615 CAPISTRANO DR	615 CAPISTRANO DR	68 AMIGO CT	360 E SKY RANCH BLVD	745 PASA WY	645 ALAMOSA DR	740 QUINTERO LN	750 QUINTERO LN	754 LUDEN CT	753 LOUDEN CT	751 LOUDEN CT	756 QUINTERO LN	4964 BROKEN SPUR RD	745 LINTERNA LN	2440 RIDGEWOOD CT	1506 PALMWOOD DR	765 FRIEDMAN CR	2440 RIDGEWOOD CT	2440 RIDGEWOOD CT	755 FRIEDMAN CR	PO BOX 20101	635 LA COLINA CT	ADDRESS, NO.
SPARKS	SPARKS	SPARKS	SAN MATEO	SPARKS	WASHOE VALLEY	SPARKS	CUMMING	SPARKS	SPARKS	SPARKS	SPARKS	SANTA CLARA	SPARKS	WALDPORT	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	RENO	SPARKS	ROCKLIN	SPARKS	SPARKS	ROCKLIN	ROCKLIN	SPARKS	RENO	SPARKS	СПТҮ
VV	NV	VV	CA	NV	VV	W	GA	NV	N	N	VV	CA	NN	QR	NV	N	N	N	N	NV	N	N	VV	NV	N	VN	NV	VV	VN	CA	VN	٨N	CA	CA	VV	NV	NV	S L
89441-9260	89441-9260	89441	94402	89441-6277	89704	89441-6249	30041	89441-8506	89441-7554	89441-7555	89441-5500	95050	89441-7300	97394	89441-7563	89441-9205	89441-9205	89441-6213	89441-9268	89441-9295	89441-7301	89441-7559	89441-9283	89434	89441-6231	89441-6231	89441-9283	89510	89441-9216	95677	89434-1656	89441-9261	95677	95677	89441-9261	8951	8944	ZIP
	\$170,000	\$255,000	*	\$170,000				\$170,000	•	•			\$255,000	•	•		\$170,000	\$170,000	\$170,000	•	•	•	•	•	*	•	•	*	•	•	•	•	*	*	•	15	89441 \$170,000	LAND
SO	\$309,207	\$317,624	•	\$247,409	\$0	\$276,187	0\$	\$333,776	ŀ	•	•	\$0	\$229,059	•	•	\$331,062	\$0			•	·	•		*	-	•	·	•	•	•	•		•		•	•	\$178,254	IMPROV.
\$170,000	\$479,207	\$572,624	\$220,000	\$417,409	\$170,000	\$446,187	\$170,000	\$503,776	\$220,000	\$220,000	\$220,000	\$255,000	\$220,000	\$220,000	\$220,000	\$501,062	\$170,000	\$170,000	\$170,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$348,254	TOTAL PROPERY VALUE
\$0.00	\$0,00	\$0.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	\$11,000.00	\$11,000.00	\$0,00	\$11,000.00	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000,00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$0.00	PROPERTY VALUE BENEFIT
\$28,000.00	\$28,000.00	\$28,000.00	\$0.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00	"DUES" BENEFIT (POA DUES)
\$28,000,00	\$28,000.00	\$28,000.00	\$11,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$28,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$28,000.00	TOTAL MAXIMUM BENEFIT
\$21.219.84	\$21,219.84	\$21,219.84	\$8,336.37	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$8,336.37	\$8,336,37	\$8,336.37	\$21,219.84	\$8,336.37	\$8,336.37	\$8,336.37	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$8,336.37	\$8,336.37	\$8,336.37	\$8,336.37	\$8,336.37	\$8,336.37	\$8,336.37	\$8,336.37	\$8,336.37	\$8,336.37	\$8,336.37	\$8,336,37	\$8,336.37	\$8,336,37	\$8,336.37	\$8,336,37	\$8,336.37	\$21,219.84	ASSESSMENT

SPECIAL ASSESSMENT DISTRICT NO. 32 SPANISH SPRINGS VALLEY RANCHES ROADWAY IMPROVEMENTS

ASSESSMENT ROLL

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ASSESSMENT ROLL

1901076-372-11 EDWARDS FAMILY TRUST,			076-372-08			-			182 076-372-03 WATKINS FAMILY TRUST		180 076-372-01 EVANS, CAROL A & GREGORY M	179 070-371 55 THEALINEL INCOME & LOTTE						1		_	1.			166 076-371-25 MASSET, DANJEL A		164 076-371-21 PETERSON, ALLEN L		162 076-371-17 ROCKWOOD, KRIS R	161 076-371-16 SINGER, SEAN B & CHERIE A	160 076-371-12 FLEURY, MARY L	159 076-371-11 BOURQUIN, STEVEN J & ROSEANN G	158 076-371-10 SIEG, AVEL G	157 076-371-09 ALEXANDER, EDWARD W	156 076-371-08 BIANCO, PHYLLIS E		154 076-371-06 CASTRO, WILLIAM W		
510 CALLE DE LA PLATA	540 CALLE DE LA PLATA	P O BOX 3958	560 CALLE DE LA PLATA	580 ELIZA CT	585 ELIZA CT	P O BOX 8842	26053 MULHOLLAND HWY						575 QUE PASA CT	560 QUE PASA CT	575 CALLE DE LA PLATA	561 CALLE DE LA PLATA	545 CALLE DE LA PLATA	515 CALLE DE LA PLATA	1015 CALLE SONRISA	260 AGUA FRIA DR	250 AGUA FRIA DR	555 VALLE VERDE DR	545 VALLE VERDE DR	1416 KINGLET DR	610 GARTH COURT	775 FRISTAD ST	580 QUE PASA CT	585 CALLE DE LA PLATA	580 CALLE DE LA PLATA	530 VALLE VERDE DR	G 550 VALLE VERDE DR	55 EL CID PL	105 EL CID PL	4435 FAIR STONE DR # 203	560 VALLE VERDE DR	565 VALLE VERDE DR	40 VELDA ROSE LN	
SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	RENO	CALABASAS	RENC	SPARKS		SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	GLENDALE	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	MOJAVE	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	FAIRFAX	SPARKS	SPARKS	SPARKS	
768 AN	768 AN	768 AN	768 AN	768 AN	768 AN	NV 895								768 AN	VV 894	VN 894	768 AN		CA 91;	68 AN	768 AN	68 AN	68 AN	68 AN	68 AN		68 AN	68 AN		68 AN	68 AN	68 AN		VA 221	68 AN	-68 AN	68 AN	
89441-8518 \$170.000		89432-3958 \$170,000	89441 \$170,000	89441-9280 \$170,000	89441-9280 \$170,000	89507-8842 \$170,000	91302 \$170,000	506-9756 \$170,000	89441-9224 \$170,000	\$170,000	521	89441-8574 \$170,000		89441-9207 \$170,000			89441-8519 \$170,000		91208 \$255,000		89441 \$170,000		89441-9214 \$144,500	89441-7867 \$170,000	89441-8574 \$170,000	3501		89441-8519 \$170.000		89441-7226 \$170.000	89441-7226 \$170,000		89441-7585 \$170.000	22033-5160 \$170,000	89441-7226 \$170,000	89441-7532 \$170,000	89441-9260 \$170,000	
					\$317,685	\$294,710	\$208,971	SO	\$277,325	\$245,499		\$282,164																									\$274,220	
\$389.644	\$268,432	\$432,836	\$490,269	\$382,387	\$487,685	\$464,710	\$378,971	\$170,000	\$447,325	\$415,499	\$374,427	\$452,164	\$578,241	\$327,374	\$347,463	\$364,535	\$419,978	\$504,704	\$255,000	\$362,538	\$504,815	\$325,281	\$368,205	\$170,000	\$298,367	\$433,298	\$445,416	\$393,833	\$363,654	\$391,228	\$458,759	\$550,861	\$730,074	\$170,000	\$270,344	\$356,104	\$444,220	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
\$28,000,00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	
00 000 000	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000,00	\$28,000.00	\$28,000,00	\$28,000.00	\$28,000,00	\$28,000.00	\$28.000.00	\$28,000.00	\$28,000.00	\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	
	\$21,219,84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219,84	\$21,219.84	\$21.219.84	\$21,219,84	S21 219 84	\$21,219,84	\$21,219,84	\$21 219 R4	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	

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228 0	227 0	0 977	0 027	224 0	22.3 0	222		2210	220 0	219 0	218 0	217 0	216 0	215 0	214 0	213 0	212 0	2110	21010	0.602	208.0	207 0		2020	204 0	203 0	202 0	201 0	200 0	199 0	198 0	197 0	196 0	195 0	194 0	193 0	1920	191 0	N. N.
228 076-380-52	227 076-380-51	_										217 076-380-41	216 076-380-40	215 076-380-39	214 076-380-38	213 076-380-37													200 076-380-24		198 076-380-22	197 076-380-21	196 076-380-19	195 076-380-17		193 076-380-01	192 076-372-13		Ap N
MOCHO, MIKE	MOCHO, MIKE	LAWLOR, DARREN & WENDY	MOCHO, MIKE	GORDON, STACEY & GORDON LIVING TRUST	UANKERS, WILLIAM G & NANCY A	GALLES, DANIEL & KATHRYN		DVETTE ADDIAN & MAIIDEEN	OWENS FAMILY I P	OWENS FAMILY LP.	OWENS FAMILY LP,	OWENS FAMILY LP,	GALLEGOS, VICTOR T	KNAB FAMILY TRUST, JEFFREY & PAMELA	COOPER, LAWRENCE M & CARRIE	PARKER, JOHN H & JULI ANN	LEWIS LIVING TRUST, DAVID & DENISE	SMITH 2009 FAMILY TRUST, LEONARD & MICHELLE	WATKINS, CINDY S	PROUGH IRUST,	UNGER, THOMAS M & MICHELENE A	AGUILAR, ROBERT A	SUMRALL, LARRY JJR	VAN LEUVEN, WILLIAM	BUELL, DAVID C & CYNTHIA C	FLOCCHINI LIVING TRUST,	ERNHOUT, DONALD I JR & SUSAN C	SIMPSON, RONALD W & WANDA	HUSSEY, DARIN L	FRICKE 2001 FAMILY TRUST TRUST & ISAACSON, C W	MACDONALD, ROGER W & SHEILA	TISCHLER, DEAN C & KRISTINA	HORGAN, DANIEL W	HARGROVE FAMILY TRUST,	DEBORD LIVING TRUST,	HEATH FOUNDATION,	RASMUSSEN, SUSAN L	BEVERS, RONALD & JANETTE	NAME
12465 CREEK CREST DR	12465 CREEK CREST DR	3190 TORTUGA CT	12465 CREEK CREST DR	1090 SUNSET VISTA	2485 LOS PINOS DR	1215 SUNSET VISTA CT	1090 SUNSET VISTA CI	2917 CHANNEL AUCA DR	2017 CHANNEL BOOK DD	19917 CHANNEL BOOK DB	2917 CHANNEL ROCK DR	2917 CHANNEL ROCK DR	553 VINE ST APT #4	7220 CHELTENHAM WAY	24 SWEEPING VIEW CT	255 EL MOLINO DR	2440 LA JOLLA LN	2405 LA MANCHA DR	7650 DIAMOND VISTA CT	2400 LA JOLLA LN	560 DEBBIE CT	538 FRONT ST	9225 OGDEN TRAIL DR	25 AGUILAR CT	80 EL MOLINO CT	70 EL MOLINO DR	90 EL MOLINO CT	60 EL MOLINO CT	250 EL MOLINO DR	PO BOX 50397	12977 SUE DEE LN	210 E SKY RANCH BLVD	2900 SUSILEEN DRIVE	3550 PYRAMID HWY	12301 E INTERSTATE 80	14843 SW MORRAY SCHOLLS DR, SUITE 110 PMB 501	545 CAPISTRANO DR	P O BOX 309	ADDRESS, NO.
RENO	RENO	SPARKS	RENO	SPARKS	SPARKS	SPARKS	SPARKS	LAS VEGAS			LAS VEGAS	LAS VEGAS	SAN JOSE	RENO	SPARKS	SPARKS	SPARKS	SPARKS	RENO	SPARKS	BOULDER CREEK	EL CAJON	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	RENO	SOUTH LYON	SPARKS	RENO	SPARKS	SPARKS	BEAVERTON	SPARKS	SPARKS	CITY
W	NN	VV	NV	AN	NV	VV	N	N	WV		NV	Ş	ÇÀ	N	N	N	VV	N	NV	NV	CA	CA	N	NV	NV .	VN	VN	VN	VN	N	M	VV	NV	N	NN	OR	N	۸N	st
89511-7732	89511-7732	89436-6401	89511-7732	89441-5537	89441-8564 \$170,000	89441-5541	89441-5537	89117-0623	6700-/11A0	00117-0020	R0117_0623	89117-0623	95110	89502	89441-5508	89441-9299	89441-7251	89441-5514	89506-5764 \$170,000	89441-7251	95006	92020	89441-7202	89441-6232	89441-9245	89441-9245	89441-9245	89441-9245	89441-7273 \$170,000	89513	48178	89441-8548	89509-3852	89436	89434-6668	97007	89441-8506	89432-0309	קוצ
				\$170,000	\$170,000	\$170,000	\$170,000	\$159,375			\$17U,UUU	\$170 nnn	\$136.000	\$170.000	\$170.000			\$136,000	\$170,000		\$170,000	\$170,000	\$170,000			\$170,000		\$170,000	\$170,000	3 \$136,000			\$204.000	\$255.000	\$255,000	*	\$255,000	\$170,000	LAND
02	S	\$0	\$0	\$262,147	\$420,706	\$368,209	\$242,596	\$0	0\$	\$0	5 8	5 6	3	S	\$200.871	\$159.020	\$237,755	\$258,247	\$	\$160,058	\$254,760	\$0	\$0	\$435,437	\$189,846	\$192,745	\$175,398	\$247,955	\$190,274	0\$	8	\$329.251	so	so	\$126,787	•	\$110,980	\$365,086	IMPROV.
\$142,375	\$142,375	\$170,000	\$170,000	\$432,147	\$590,706	\$538,209	\$412,596	\$159,375	\$170,000	\$130,000	4136 000	\$170 000	\$136,000	\$170,000	\$370,871	\$329,020	\$407,755	\$394,247	\$170,000	\$296,058	\$424,760	\$170,000	\$170,000	\$605,437	\$359,846	\$362,745	\$345,398	\$417,955	\$360,274	\$136,000	\$170,000	\$499,251	\$204,000	\$255,000	\$381,787	\$1,300,000	\$365,980	\$535,086	TOTAL PROPERY VALUE
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,000.00	\$0.00	\$0.00	PROPERTY VALUE BENEFIT
\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$20,000,00	00.000 BCS	\$28,000,00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000,00	\$28,000.00	\$28,000.00	\$0.00	\$28,000.00	\$28,000.00	(POA DUES)
\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$20,000.00	\$38 000 00	00 000 828	\$28.000.00	\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28.000.00	\$28,000.00	\$28,000.00	\$65,000.00	\$28,000.00	\$28,000,00	TOTAL MAXIMUM BENEFIT
\$21 219 R4	\$21.219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	40,010,104	\$31 010 BA	\$21 219 84	\$21 219 84	\$21.219.84	\$21.219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219,84	\$21 219 84	\$21 219 84	\$21,219,84	\$49,260.34	\$21,219.84	\$21,219.84	ASSESSMENT

SPECIAL ASSESSMENT DISTRICT NO. 32 SPANISH SPRINGS VALLEY RANCHES ROADWAY IMPROVEMENTS č,

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2011	

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266	265	264	263	262	261	260	255	258	227	202	255	254	253	252	251	250	249	248	247	246	245	244	240	242	241	240	235	238	237	236	235	234	233	232	231	230	229	, Z
076-390-25	076-390-24	264 076-390-23	263 076-390-22	076-390-21	261 076-390-20	260 076-390-19	259 076-390-14	0/6-390-08	25/ 0/6-390-0/	256 076-380-80	255 076-380-79	254 076-380-78	253 076-380-77	252 076-380-76	251 076-380-75	250 076-380-74	249 076-380-73	248 076-380-72	247 076-380-71	246 076-380-70	245 076-380-69	244 076-380-68	243 0/6-380-6/	242 076-380-66	241 076-380-65	240 076-380-64	239 076-380-63	238 076-380-62	237 076-380-61	236 076-380-60	235 076-380-59	234 076-380-58	233 076-380-57	232 076-380-56	231 076-380-55	230 076-380-54	076-380-53	AP ₽
5 BROWN, WILBERT L & PHYLLIS J	ULCH, F SCOTT & PATRICIA K	_	_		_							_								) PARKER, FRANK M & SPEED-PARKER, LISA Y	1			_				2 SMITH FAMILY TRUST,	1	1	1			DUPREE, KENNETH R & MARSHA A		1 BURKE, DENNIS & DONA		
2129 CIELO VISTA DR	2137 CIELO VISTA DR	2137 CIELO VISTA DR	2175 PIEDRAS	2225 PIEDRAS DR	2230 PIEDRAS DR	2245 PIEDRAS RD	2327 CIELO VISTA DR	2225 PIEDRAS DR	4323 BANYAN CT	557 WASHINGTON	7402 LAKE MAGGORIE DR	2335 SANDERS RD	9400 CORDOBA BLVD	1141 WISTERIA DR	2620 VALLE DE SOL BLVD	2508 VALLE DE SOL BLVD	3860 GS RICHARDS BLVD	150 EL MOLINO DR	170 EL MOLINO DR	230 AGUA FRIA DR	7715 ROBERT BANKS BLVD	2580 RIO SECO LN	2525 RIO SECO LN	2525 RIO SECO LN	2450 BLUE HERON CIRCLE	2450 BLUE HERON CIRCLE	2540 RIO SECO LN	2540 RIO SECO LN	95 EL MOLINO DR	4875 BELFORT RD STE 130	2420 LOS PINOS DR	15 LAPIDA CT	ADDRESS, NO.					
SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	RENO	RENO	RENO	RENO	RENO	RENO	CORPUS CHRISTI	NORTHBROOK	SPARKS	MINDEN	SPARKS	SPARKS	CARSON CITY	SPARKS	SPARKS	SPARKS	SPARKS .	SPARKS	SPARKS	SPARKS	RENO	RENO	SPARKS	SPARKS	SPARKS	JACKSONVILLE	SPARKS	SPARKS	СІТҮ
V	AN	NV	NV	N۸	NV	N	NV	NV	NV	NV	NN	VV	NV	VV	NV	TX	F	NV	VV	VV	NV	N	VV	V	VV	VN	VN	AN	VN	NV	NN	NV	VN	NV	P	W	VN	ST
89441-8584	89441	89441-7246	89441-9221	89441-9211	89441-8582	89441-9211	89441-9220	89441-9211	89436-0602	89503-4326	89503-4326	89503-4326	89503-4326	89503-4326	89503-4326	78413	60062	89441	89423	89436	89441	89703	89441-7534	89441-7534	89441	89436	89441-8573	89441-8578	89441-8578	89523-9530	89523-9530	89441-8573	89441-8573	89441-9246	32256	89441-8505	89441-9259	qIZ
\$170 000	\$170,000	\$170,000		_		_		\$255,000		1					\$127,075	\$255,000	\$63,750	\$170,000	\$153,000	\$170,000	\$170,000	\$255,000	\$170,000	\$170,000	\$170,000	\$170,000									6 \$170,000		\$170,000	LAND
\$148 318	\$	\$375,759	\$409,573	\$194,146	\$240,652	\$481,940	\$187,609	0\$	\$0	0\$	\$0	\$0	\$0	\$0	\$0	\$0	\$155,936	\$63,697	\$0	\$268,088	\$339,022	0\$	\$183,901	\$226,679	\$204,294	\$181,825	\$185,152	ŝ	\$129,449	9	0\$	0\$	\$163,102	\$161,807	\$341,408	\$431,188	\$247,679	IMPROV.
\$318.318	\$170,000	\$545,759	\$579,573	\$364,146	\$410,652	\$651,940	\$442,609	\$255,000	\$255,000	\$131,750	\$101,150	\$131,750	\$142,375	\$127,075	\$127,075	\$255,000	\$219,686	\$233,697	\$153,000	\$438,088	\$509,022	\$255,000	\$353,901	\$396,679	\$374,294	\$351,825	\$355,152	\$170,000	\$299,449	\$170,000	\$170,000	\$170,000	\$333,102	\$331,807	\$511,408	\$601,188	\$417,679	TOTAL PROPERY VALUE
SO 00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	PROPERTY VALUE BENEFIT
\$28 DD0 D0	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000,00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000,00	\$28,000.00	\$28,000.00	\$28,000.00	(POA DUES)
\$28 NNO NO	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000,00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	TOTAL MAXIMUM BENEFIT
\$91 910 B4	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	ASSESSMENT

SPECIAL ASSESSMENT DISTRICT NO. 32 SPANISH SPRINGS VALLEY RANCHES ROADWAY IMPROVEMENTS

ASSESSMENT ROLL

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304	303	200		301	300	299	298	297	296	295	294	293	767	167	290	202	200	100	2B2	786	295	284	283	282	281	280	279	278	277	276	275	274	273	272	271	270	269	268	267	Zo.
304 076-390-65	303 076-390-64	302 070 000 01	303 076 300 63		300 076-390-61	299 076-390-60	298 076-390-59	297 076-390-58	296 076-390-57	295 076-390-56	294 076-390-55	293 0/6-390-54	292 076-390-53	291 0/6-390-52	290 076-390-51	269 0/6-390-48	200 070 000 10	076 300 AT	200 076-300-46	286 076-300-45	285 076-300-44	076 200 42	283 076-390-49	076_300_4	281 076-390-40	280 076-390-39	279 076-390-38	278 076-390-37	277 076-390-36	276 076-390-35	275 076-390-34	274 076-390-33	273 076-390-32	272 076-390-31	271 076-390-30	270 076-390-29	269 076-390-28	268 076-390-27	267 076-390-26	APN
AKERS, JAMES A & MARY B	1	1						ANDERSON, BRADLEY B & OLIVIA D	VWALTRIP, WILLIAM A JR & RAYNETTE A		1		- F	1		1			- 1				MAY CALENT OF, ENG C				_						2 BERNARDI, JEFFREY A & LANE D		D PRESBYTERY OF NEVADA INC THE,	9 PRESBYTERY OF NEVADA INC THE,	1			NAME
15 RAYO DE SOL CT	11080 DRYDEN DR	ROBSON RANCH	2690 TAFT CT	2201 RIVIERA SI			2281 RIVIERA ST	35 CHESNEY CT	2225 ALA TIERRA VISTA RD	20 CHESNEY CT	8121 BELLHAVEN ST	1631 NE BROADWAY #133	35 RAYO DEL SOL CT	520 EDISON WAY	2210 PIEDRAS RD	30 RAYO DE SOL COURT	35 RAYO DE SOL CT				2480 LA JOLLA LN	ZZ45 CIELU VISTA DR	2240 PONCHO VILLA CI		2245 CIELO VISTA DE		650 VALLE VERDE		655 ENCANTO DR		360 SANTIAGO CT	P O BOX 5603	405 SANTIAGO CT	445 SANTIAGO CT	9985 FOLSOM BV	9985 FOLSOM BV	9985 FOLSOM BV	9985 FOLSOM BV	2125 CIELO VISTA DR	ADDRESS, NO.
SPARKS	RENO	ELOY	SANTA CLARA	RENO	HENDERSON			SPARKS	SPARKS	SPARKS	LA PALMA	PORTLAND	SPARKS	RENO	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	TUCSON	SPARKS	SPARKS	SPARKS	SPARKS	I USCON	TIPODE	SPARKS	SPARKS	SPARKS	SDADKS			SPARKS	SPARKS	SACRAMENTO	SACRAMENTO	SACRAMENTO	SACRAMENTO	SPARKS	СІТҮ
VV	AN	Ą	Ç,	NA	VV	INV	ANV	V	V	N	CA	OR	VV	VV	W	VV	VV	N	N	R	VV	N	VV	NV	8	AN A			NN/	AN/			2	N	CA	CA	CA	CA	VN	ST
8500	89511	85231	95051	89509-1143	89521	0411-ANCRO	00500 1113	89441	89441-5513 \$170 non	89441-8589	90623	97232	89441-8500	89502-4104 \$125,375	89441-8582 \$170,000	89441-8500 \$170,000	89441-8500	89441-7584	89441-7584	85718	7251	89441-9220	89441-5536 \$170,000	89441-9220	85755	01CR-14460	0144 0510	00111 0012	80111 8500	00441-0042		00353		89441-5503	95827	95827	95827	95827	89441-8584	ZIP
\$17n nnn	\$170.000	\$255,000	95051 \$142,375	143 \$142,375	89521 \$170,000	\$170,000	4 - r 0,000	\$170 000	\$170 000	\$170,000	\$170,000	\$170,000	\$170,000	\$125,375	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$142,375	\$170,000			\$1/0,000	\$170,000	000'0/ L\$	\$170,000	\$17n nnn	\$170 000	\$170.000	\$170.000	\$170,000	\$170,000	LAND
\$175 911	\$146 939	0\$	so	\$0	50	\$0	110,100	6587 511	8080 600	\$129.873	\$159,817	\$0	\$76,021	\$0	\$415,175	\$178,011	\$270,236	\$233,997	\$355,091	\$0	\$673,121	\$94,802	\$171,397	\$0	\$0	0\$	\$0	\$0 0	\$0	\$184,904	\$0	\$440,095	4370,703	40 40 40 70 70 9	5	8	30	\$0	\$170,638	IMPROV.
\$345 211	\$316,939	\$255,000	\$142,375	\$142,375	\$170,000	\$1/0,000	÷ ÷ ; ; ; ; ;	\$757.511	\$452.622	\$299,873	\$329,817	\$170,000	\$246,021	\$125,375	\$585,175	\$348,011	\$440,236	\$403,997	\$525,091	\$170,000	\$843,121	\$264,802	\$341,397	\$170,000	\$170,000	\$142,375	\$170,000	\$142,373	\$1,0,000	\$334,904	000,071\$		\$610 DD5	\$548 703	\$170.000	\$170,000	\$170,000	\$170,000	\$340,638	TOTAL PROPERY VALUE
50 00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	40.00	so no	S0 00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	50 00	\$0.00	\$0.00	\$0.00	\$0.00	PROPERTY VALUE BENEFIT
429,000 nn	\$28,000,00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	420,000,00	528 000 00	S2B ADA AA	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$20,000.00	\$28 000.00		\$28.000.00	\$28,000,00	\$28,000.00	\$28,000.00	"DUES" BENEFIT (POA DUES)
\$28 000 00	00 000 865	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$20,000.00	400,000 8C3	\$28 DOD DD	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000,00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$29,000.00	420,000,00	420,000,00	\$28.000.00	\$28.000.00	\$28,000.00	\$28,000.00	TOTAL MAXIMUM BENEFIT
W2 1,210 04	\$91 919 84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	40.010 12.174	401 010 BA	\$21 219 R4	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.04	401-1-1-04 	\$21 210 84	\$21 219 84	\$21,219,84	\$21.219.84	ASSESSMENT

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	342 076-600-25	341 076-690-24	340 076-690-23	339 076-690-20	338 076-690-19	337 076-690-18	336 076-690-17	335 076-690-16	334 076-690-15	333 076-690-14	332 076-690-13	331 076-690-12	330 076-690-11	329 076-690-10	328 075 555 19	00-000-010 120	20-000-010 020	326 076-600 05	305 076 EDD 04	324 076-600 03	10-000-010 220	1070-090-01	02-000-010 040	200 076-300-00	310 076-300	318 076-300-89	316 076-390-86	315 076-390-85	314 076-390-84	313 076-390-79	312 076-390-77	311 076-390-76	310 076-390-75	309 076-390-74	308 076-390-73	307 076-390-72	306 076-390-71	305 076-390-70	APP
		WOI FE-F						16 OWENS, CAROLE R	-15 WALTENSPIEL, GEORGE W III				1.							_										-79 PRATT, C RUTH	-77 RECCHIA, STEVE	-76 PRATT FAMILY TRUST,	-75 SUPPLE LIVING TRUST,	F		-72 JHL LANDS LLC,	-71 HARRIGAN SEP PROPERTY TRST, CYNTHIA G TRUST et al		NAMM
043 VALLE VERDE DR				3503 HEMI OOK OT	6130 WEST FLAMINGO PD #397	3693 HEMLOCK CT	6130 WEST FLAMINGO RD #327	2360 WINGFIELD HILLS 462	830 S UNIVERSITY PARK LP	205 SUNLIT TE	955 BERNICE CT	2585 PLEASANT VIEW PL	615 VALLE VERDE DR	320 AVENIDA SERENA CT	220 Avenida Serena Ct	PO BOX 4573	2600 RIC SECO LN	PO BOX 50669	2979 KIU SECU LN	PO BOX 50669	35 ROGERS RANCH RD	3801 FAIRVIEW RD	3801 FAIRVIEW RD	bbb CLOVE HITCH CT	4906 SIERKA PINE	8975 LAWRENCE WALK DR #137	6341 POTRERO DR	227 GRANDVIEW ST	3148 JOSHUA PARK DR	1175 FAIRFIELD AV	990 SONORA DR	1175 FAIRFIELD AVE	P O BOX 29	225 RIVER BEND DR	3325 BUCKCREEK CT	6/F PJL CORPORATE CENTERE 1782 CANDELARIA ST/N GARCIA ST	225 RIVER BEND	225 RIVER BEND	ADDRESS, NO.
SPARKS	RENO	SPARKS	RENC				I AS VEGAS	SPARKS	RENO	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	RENO	RENO	SPARKS	RENO	ESCONDIDO	NEWARK	MONTICELLO	RENO	RENO	RENO	RENO	FALLON	RENO	RENO	MAKATI	RENO	RENO	CITY
NN	N	N	N	VP	NN/		NIV	N	VV	W	VV	NN	NN	VN	VV	NV	NV	N	NV	VV	VV	VV	NV	N	N	Ş	CA	IA	N	VV	VV	V	Ň	N	N		NN	VV	ST
89441-8517	89509-2639		89509-7747	09103-2280	1411-60060		3380	89436			89436-0647	89434-9625	89441	89441-5202	89441-5201	89432	89441-7250	89435-0669	89441-8578	89435-0669	89441	89511-6518	89511-6518	89441	89519-0979	92026	94560	52310	89502			89509-2518	89407-0029		89519-8040	1209		89523	ZIP
\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$159,375	\$170,000	0100,000	#100,07E	\$150 375	\$159.375	\$159.375	\$244,375	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$136,425	\$127,075	\$170,000	\$170,000	\$170,000			\$121,125	\$131,750	\$121.125	\$121.125	S111 775	\$116.450	\$142,375	\$142.375	\$142,375	\$142,375	LAND
\$59,835	30	\$188,359	\$0	\$0	\$0	\$0	ť	5	80	SU CS	SO	\$0	\$42,594	\$267,966	\$346,325	\$139,322	\$295,097	\$78,765	\$133,324	\$262,150	\$173,136	0\$	\$0	\$0	\$0	SO	\$0	80	\$5,152	150	S0	5	3	SO	S.	ŝ	S	0\$	IMPROV.
\$229,835	\$170,000	\$358,359	\$170,000	\$170,000	\$159,375	\$1/0,000	4100,070	\$150 375	\$159.375	\$159.375	\$159,375	\$244,375	\$212,594	\$437,966	\$516,325	\$309,322	\$465,097	\$248,765	\$303,324	\$432,150	\$343,136	\$136,425	\$127,075	\$170,000	\$170,000	\$170,000	\$170,000	\$105,825	\$126,277	\$131,750	\$121,125	\$121,125	\$111.775	\$116,450	\$142,375	\$142,375	\$142,375	\$142,375	TOTAL PROPERY VALUE
\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	SO 00	20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	PROPERTY VALUE BENEFIT
\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	⇒∠0,000.00	#20,000.00		\$28 000 00	\$28,000,00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000,00	\$28,000.00	\$28,000.00	\$28 000 00	\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	"DUES" BENEFIT (POA DUES)
\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	420,000.00	\$28,000,00	\$28,000.00	828 000 00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000,00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28 000 00	\$28 000 00	\$28,000.00	\$28 000 00	\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	TOTAL MAXIMUM BENEFIT
\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	¢∠1,∠19.84	801 010 DI	421,212,04	\$21 010 RA	\$21,219,84	\$21,219,84	\$21,219,84	\$21.219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219,84	\$21.219.84	\$21,219,84	\$21,219 R4	\$21 210 A4	\$21 210 BA	\$31 310 8A	\$21 210 84	\$21 219 84	\$21,219.84	\$21,219.84	\$21,219.84	ASSESSMENT

SPECIAL ASSESSMENT DISTRICT NO. 32 SPANISH SPRINGS VALLEY RANCHES ROADWAY IMPROVEMENTS

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ASSESSMENT ROLL

380 0	379	378	3/ /	3/0		375	774	373 (	372	371	370	369	368	367	366	365	364	363	362	361	360	359	358	357	356	355	354	353	352	351	350	349	348	347	346	345	344	343	
380 076-690-69	379 076-690-68	378 076-690-66	3// 0/6-690-65	3/6 0/6-690-63	070 070 070 000 00	375 076 600 69	N76 600 61	373 076-690-60	372 076-690-59	371 076-690-58	370 076-690-57	369 076-690-56	368 076-690-55	367 076-690-54	366 076-690-53	365 076-690-52	364 076-690-51	363 076-690-50	362 076-690-49	361 0/6-690-48	360 076-690-47	359 076-690-46	358 076-690-45	357 076-690-44	356 076-690-43	355 076-690-42	354 076-690-40	353 076-690-39	352 076-690-38	351 075-690-36	350 076-690-35	349 076-690-34	348 076-690-32	347 076-690-31	346 076-690-30	345 076-690-29	344 076-690-28	343 076-690-27	
CRANDALL, JOSEPH M & FONDA G	BLACKSHEEP FAMILY TRUST	FRESHMAN FAMILY TRUST,		_						NOTTERMAN REVOCABLE TRUST, STEVEN & CAROLYN	PETRILLO TRUST, WILLIAM J	BURGOS TRUST, ROMULO K & JOSEFINA P			SCHAEFER, KURT A & SANDRA A									WHITE, CINDY L & ROGER L	BARCLAY FAMILY TRUST	MARSHALL, ROBERT W & NANETTE H		NOTTERMAN, STEVEN D & CAROLYN M	BANK OF AMERICA NA	BAKER, DAVID R & SHANNON P	BROWN, STEPHEN N & ROBERTA A	ADAMS, MICHELLE L & CHRISTOPHER	BRUCE, T B	SPRINGER, GEORGE J	GARCIA FAMILY TRUST, JOSE & MARIA	BAILEY, MITCHELL G	BENNETT, RICHARD J & TAWNEY L	DESMOND, MICHAEL R & JENNIFER L	
610 VALLE VERDE DR	650 VALLE VERDE DR	603 CALLE DE LA PLATA	615 ONYO WAY	2111 ST ANDREWS CT	167 OREGON AVE	9732 PYRAMID LAKE HWY #149		8420 FAIRWAY CHASE TO	700 LEILANI LN	600A VALLE VERDE	6 ROBERT CT	8420 FAIRWAY CHASE TR	P O BOX 601	3310 S TIMBER ST	17137 SUFFIELD DR	17137 SUFFIELD DR	P O BOX 601	29247 54TH PLACE S	316 CALIFORNIA AVE #986	624 OAKWOOD DR #2	1880 TESS WAY	1880 TESS WAY	1880 TESS WAY	635 VALLEY VERDE	635 ONYO WAY	625 ONYO WAY	715 W 12TH ST	600 VALLE VERDE DR	475 CROSSPOINTE PKWY	9732 STATE ROUTE 445 #313	630 VALLE VERDE DR	640 VALLE VERDE DR	660 VALLE VERDE	670 VALLE VERDE DR	7360 GRAVEL CT	685 VALLE VERDE DR	675 VALLE VERDE DR	665 VALLE VERDE DR	
SPARKS	SPARKS	SPARKS	SPARKS	DISCOVERY BAY	PALO ALTO	SPARKS	RENC		SPARKS	SPARKS	CHADDS FORD	RENO	WALDPORT	SANTA ANA	CLINTON TOWNSHIP	CLINTON TOWNSHIP	WALDPORT	AUBURN	RENO	SPARKS	RENO	RENO	RENO	SPARKS	SPARKS	SPARKS	RENO	SPARKS	GETZVILLE	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	RENO	SPARKS	SPARKS	SPARKS	4
NV	VV	VN	NV	CA	CA	N	NA			VV	PA	VV	OR	CA	MI	M	9R	WA	٨N	W	VV	VV	VV	VN	VV	N	N	N	NY	V	M	V	V	N N	V	N	N	VN	<u>c</u>
R0441-7565	89441-8516	89441-8521	89441	94514	94301	89441-6258	89523-4868	2 1001 H400	80//1 5570	89441-6356	19317	89523-4868	97394	92707	48038	48038	97394	98001	89509-1650	89431-5208	8951	8951	8951	89441-8517	89441	89441	89503-2829	89441-6356 \$170.000	14068	89441-6258 \$170.000	89441-7570	89436	89441-7572	8944	89502-7616	89441-8517	89441-8517	89441-8517	<u>1</u> ר
	\$170.000	\$170,000	89441 \$170,000	\$153,000	94301 \$137,700	\$153,000	\$153,000	\$153,000	\$127,075	\$100,000	\$153,000	\$153.000	\$90,525	\$101.150	\$111,775	\$122,400	\$101,150	\$101,150	\$96,475	\$122,400	89511 \$244,375	89511 \$159,375	89511 \$170,000	\$170,000	\$170,000	\$170,000	\$255,000	\$170,000	14068 \$170 000	\$170.000	\$170 000	\$170 000	\$170.000		\$170.000		\$170.000	\$255.000	5
****	\$327.459	\$234,670	\$129,101	\$4,494	\$0	\$4,494	0\$	\$192,640	80	3 6	so	SO	ŝ	S	8	\$8	S0	ŝ	0\$	\$0	\$0	\$0	\$0	\$292,716	\$290.267	\$561,941	SO	\$481.180	20 10,000	\$5 234	\$179 452	A-127 7.004	\$217 334	\$148 355	\$321.503	\$216.416	\$223 550	\$191.808	
CADA 100	\$497,459	\$404,670	\$299,101	\$157,494	\$137,700	\$157,494	\$153,000	\$343,540	\$127,070	\$107 D75	\$153,000	\$153,000	\$90,525	\$101,150	\$111,775	\$122,400	\$101,150	\$101,150	\$96,475	\$122,400	\$244,375	\$159,375	\$170,000	\$462,716	\$460,267	\$731,941	\$255,000	\$651,180	\$170.000	\$175.234	\$342.453	\$355 625	\$387,334	\$318,355	\$491,503	\$386,416	\$393,550	\$446,808	VALUE
200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	20 00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0,00	\$0.00	\$0,00	SO 00	\$0.00	so oo	50 00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	BENEFIT
	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$19 DDD DD	\$28 000 00	\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28.000.00	\$28.000.00	\$28 000 00	\$28 000 00	\$28.000.00	\$28.000.00	\$28,000.00	\$28,000.00	\$28.000.00	\$28,000.00	"DUES" BENEFIT (POA DUES)
	\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	#ro,000.00	528 000 00	\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28.000.00	\$28,000.00	\$28.000.00	\$28,000,00	201 000 BCS	\$28,000,00	\$28,000,00	\$28,000.00	\$28 000 00	\$28 000 00	\$28.000.00	\$28.000.00	\$28.000.00	\$28,000.00	TOTAL MAXIMUM BENEFIT
45 I,5 I U, U I	\$21 219 84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	40.012'12¢	\$21 210 84	\$21 219 84	\$21,219.84	\$21 219 84	\$21 219 84	\$21.219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21.219.84	\$21,219,84	\$21,219,84	\$21,219.84	\$21,219.84	\$21 210 84	4212101 \$21 210 84	401 010 84	40,010,000	\$21 210 R4	\$21 210 84	\$21,219,84	S21 219 84	S01 019 84	S21 219 84	ASSESSMENT

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8 076-890-08	7076-890-07	416 076-890-06	415 0/6-890-05	414 0/5-890-04	413070-090-03	412 070-000-10	0 076 980 1	411076-880-15	410 076-880-14	409 076-880-13	408 076-880-12	407 076-880-11	406 076-880-10	405 076-880-09	404 076-880-08	403 076-880-07	402 076-880-06	401 0/6-880-03	400 076 000 07	ED-088-9/0 665	398 076-880-02	397 076-880-01	396 076-870-14	395 076-870-13	394 076-870-12	393 076-870-11	392 076-870-10	391 076-870-09	390 076-870-08	389 076-870-07	388 076-870-06	387 076-870-05	386 076-870-04	385 076-870-03	384 076-870-02	383 076-870-01	382 076-690-72	11 076-690-71	
BREWSTER LIVING TRUST,	7 SPANISH SPRINGS VIEW PARTNERS,				. (						2 IRA RESOURCES INC,	1 WILD HORSE PARTNERS,	0 WILD HORSE PARTNERS,	9 WILD HORSE PARTNERS,										1						37 WILD HORSE PARTNERS,			14 HEALY PARTNERSHIP,	1	32 HUISKEN SEPARATE PROP TRUST, MARK S			1	NAME
16 CANARY CT	5186 CARROLL CANYON RD STE 100	5186 CARROLL CANYON RD STE 100	5186 CARROLL CANYON RD STE 100	5186 CARROLL CANYON RD STE 100	5186 CARROLL CANYON RD STE 100	5186 CARROLL CANYON RD STE 100	19100 CARROLL CANTON RU SIE 100		5186 CARROLL CANYON RD STE 100	5186 CARROLL CANYON RD STE 100	1140 SUNSET RD	5186 CARROLL CANYON RD STE 100	11461 CAMINITO GARCIA	5186 CARROLL CANYON RD STE 100	14914 DERRINGER RD	14803 DERRINGER RD	6825 LA JOLLA BLVD	10930 PHILIPS ST	5186 CARROLL CANYON RD	2690 RIO SECO LN	595 VALLE VERDE	ADDRESS, NO.																	
SPARKS	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO		SAN DIEGO	SAN DIFGO	HOOD RIVER	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	POWAY	POWAY	LA JOLLA	TUSTIN	SAN DIEGO	SPANISH SPRINGS	SPARKS	CITY								
R	CA	CA	CA	CA	CA	CA	CA	: 5	2 9	P C P	ନ୍ନ	ç	ÇÀ	CA	CA	CA	ĊĂ	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA	CA A	ç	ĊĂ	CA	CA	CA	ĊA	VV	NV	ST
89441-8879	92121	92121	92121	92121	92121	92121	92121	17176	12120	09191	97031	92121	92121	92121	92121	92121	92121	92121	92121	92121	92131	92121	92121	92121	92121	92121	92121	92121	92121	92121	92121	92064	92064-3058	92037	92782	92121	89441	89441-7533	ZIP
	\$85.850	\$111,775	\$122,400	\$111,775	\$101,150	\$75,225	\$101,150	\$127,075	\$122,400		\$70 075	\$101.150	\$111.775	\$122,400	\$90,525	\$90,525	\$85,850	\$111,775	\$105,825	\$105,825	\$116,450	\$81,175	\$90,525	\$116,450	\$116,450	\$111,775	\$101,150	\$101,150	\$90,525	\$90,525	\$90.525	\$75,225	\$75,225	\$75,225	\$85,850	\$127,075	\$170,000	\$170,000	LAND
5	02	0\$	\$0	\$0	\$0	\$0	\$0	\$0	50	2	5	SO	8	so	\$	\$0	SO	so	0\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0\$	0\$	\$0	08	ŝ	\$0 0	ŝ	ŝ	\$0	\$255,337	\$169,374	IMPROV.
\$59 925	\$85,850	\$111,775	\$122,400	\$111,775	\$101,150	\$75,225	\$101,150	\$10,121¢	\$122,400	400 ADD	\$59.925	\$101,150	\$111,775	\$122,400	\$90,525	\$90,525	\$85,850	\$111,775	\$105,825	\$105,825	\$116,450	\$81,175	\$90,525	\$116,450	\$116,450	\$111,775	\$101,150	\$101,150	\$90,525	\$90,525	\$90,525	\$75,225	\$75,225	\$75,225	\$85,850	\$127,075	\$425,337	\$339,374	TOTAL PROPERY VALUE
50 00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	PROPERTY VALUE BENEFIT
528 000 00	\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	#20,000.00	528 000 00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	Y "DUES" BENEFIT (POA DUES)
00 000 RG\$	\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	#20,000,00	\$28,000.00	\$28.000.00	\$28.000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	+	+	╡		\$28,000.00			\$28,000.00	TOTAL MAXIMUM BENEFIT
11010	S21 219 R4	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	¢∠1,∠19,04	40.01212.04	\$91 219 84	\$21 219 84	\$21 219 84	\$21.219.84	\$21.219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219,84	\$21.219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	ASSESSMENT

# SPECIAL ASSESSMENT DISTRICT NO. 32 SPANISH SPRINGS VALLEY RANCHES ROADWAY IMPROVEMENTS

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400/07-200-10					452 076-900-08	451 076-900-07	450 076-900-06		1					1	1							1	- I	- I	- I		431 076-890-23	- I			427 076-890-19	6 076-800-18	425 076-890-17	4 076 800 14	423 076-890-13		421 076-890-11	420 076-890-10	419 076-890-09		APN
MICHAEL IZADY INC, RETIREMENT PLAN	FOSTER, DANIEL E	TOTTO ACCIONAL OPEN STACE,	WASHOF OD BEGIONAL ODEN SEADE	CARATACHEA SAMUEL R & TAMARA R	JUDY. HERBERT & SHIRI FY .I	JUDY, HERBERT & SHIRLEY J	JUDY, HERBERT & SHIRLEY J	JUDY, HERBERT & SHIRLEY J	SOUTHERN, ROBERT	JUDY, HERBERT & SHIRLEY J	JUDY, HERBERT & SHIRLEY J	JUDY, HERBERT & SHIRLEY J	SPANISH SPRINGS VIEW PARTNERS,	SPANISH SPRINGS VIEW PARTNERS,	SPANISH SPRINGS VIEW PARINERS,	STANISH STRINGS VIEW PARINERS,	SCHOOLER TRUST, LOUIS V & LINDA M	SCLOOLED TELIOT LOUD VEN LAKINERS,		DE TON BODIDIT -	OF CON LET A MERCEN PAR INERS,	COANICH CODINOS MENT BADTAITON	FRIES I MING TRUST	BURDETTE I MING TELIST MYDON & MADY 1	SPANISH SPRINGS VIEW PARTNERS	SPANISH SPRINCS VIEW PARTNERS	SCHOOLED TRUCK TOTILS V & THICK M	SEANISE SEENOS VIEW FARTNERS	SPANISH SPRINGS VIEW BARTNERS	CASBABED DOMINIC A S CLABAN M	KITTH SEN DON H & MEC A	DEDICOO CAMILY TELICITY ALANIA KATINY	STRUBY BRIAN & MEACAN	COMING CODINGS VIEW DADTNEDD	SPANISH SPEINCS VIEW FOR INCR.	SDANISH SDBINGS VIEW BASTNEDS	SPANISH SPRINGS VIEW PAPTNEPS	WEATHERSPOON NIALL R & MICHELE I	SPANISH SPRINGS VIEW PARTNERS,		NAME
157 W 79TH STREET #5B	7425 LITTLE EASY CT	INTERVETICE TO: FUELIC WORKS-	1017EBOEFICE TO: BIBLIC MOBILE			96 LA PATERA DR	96 LA PATERA DR	96 LA PATERA DR	P O BOX 50638	96 LA PATERA DR	96 LA PATERA DR	96 LA PATERA DR	5186 CARROLL CANYON RD STE 100	5186 CARROLL CANYON RD STE 100	1043 RINGNECK WAY	5055 E PLACITA SALUD	5186 CARROLL CANYON RD STE 100				SIBS CARROLL CANYON ED STE 100	STRE CARROLL CANYON RUSTE 100	5186 CARROLL CANYON RD STE 100	STRE CARROLL CANYON RD STE 100			469 FENWICK DR	8489 FAIRWAY CHASE TRL	5186 CARROLL CANYON RD STE 100	10100 CARROLL CANTON RD STE 100	SIGO CARROLL CANYON RUSTE 100				5186 CARROLL CANYON RD STE 100		ADDRESS, NO.				
NEW YORK	SPARKS	RENO	FREMONT				CAMARILLO	CAMARILLO	SPARKS	CAMARILLO	CAMARILLO	CAMARILLO	SAN DIEGO	SAN DIEGO	SPARKS	TUCSON	SAN DIEGO	SPARKS	FERNLEY	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	SPARKS	SPARKS	SUNNYVALE	RENO	SAN DIEGO	SAN DIEGO	SAN DIEGO	SAN DIEGO	טראתאט		SAN DIEGO		CITY				
YN	VN	NV	CA	CA A	2 5	2	CA	CA	VV	CA	CA	CA	CA	CA	CA	CA	CA	CA	VV	AZ	CA	NV	N	CA	CA	CA	ĊA	CA A	N	N	TX	NV	CA	CA	CA	CA	NV		CA		TS
10024-6416	89436	89512	94538	93010			93010	93010	89435-0638	93010	93010	93010	92121	92121	92121	92121	92121	92121	89441-7815	85718	92121	89441-8864	1~		92121	92121	92121	92121	89436-6228	89436-6228	75182	89523	92121	92121	92121	92121	89441-0504	0E 1E 1	92121	Į	ZIP
\$44,625	\$44,625	\$44,625	\$44,625	\$59,925	\$75,225	CZC'NE®		\$59 925	\$116.450	\$116,450	\$111,775	\$127,075	\$137,700	\$137,700	\$137,700	\$122,400	\$137,700	\$107,100	\$137,700	\$153,000	\$137,700	\$153,000	\$111,775	\$101,150	\$101,150	\$122,400	\$137,700	\$122,400	\$153,000	\$153,000	12 \$153,000	\$153,000	\$127,075	\$127,075	\$137,700	\$153,000	\$153,000	\$15,225	7 1 1 2 2 2 2		LAND
\$0	\$0	\$0	\$0	80	0\$0	40	9 40 0	3	S	S	\$2	\$0	\$0	\$0	\$0	\$0	\$4,577	\$0	0\$	\$0	30	\$0	\$	\$0	\$0	\$0	\$0	\$4,659	\$0	\$4,659	0\$	\$0	SO	\$0	0\$	\$0	\$0	20	3		IMPROV
\$44,625	\$44,625	\$44,625	\$44,625	\$59,925	\$/5,225	490,020	500 535	\$59.925	\$116,450	\$116,450	\$111,775	\$127,075	\$137,700	\$137,700	\$137,700	\$122,400	\$142,277	\$107,100	\$137,700	\$153,000	\$137,700	\$153,000	\$111,775	\$101,150	\$101,150	\$122,400	\$137,700	\$127,059	\$153,000	\$157,659	\$153,000	\$153,000	\$127,075	\$127,075	\$137,700	\$153,000	\$153,000	072,C16	e7n 30n	PROPERY VALUE	TOTAL
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	200	BENEFIT	-
\$25,200.00	\$25,200.00	\$25,200.00	\$25,200.00	\$28,000.00	\$28,000.00	\$20,000.00	****	\$28 000 00	\$78 000 00	\$28,000,00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	***	POA DUES (POA DUES)	ייייייי
\$25.200.00	\$25,200.00	\$25,200.00	\$25,200.00	\$28,000.00	\$28,000.00	\$28,000.00	#20,000.00	\$28,000.00	00 000 865	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00		BENEFIT	
\$19,097,86	\$19,097.86	\$19.097.86	\$19,097.86	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.04	\$31 010 BA	42121001	\$21 219 84	\$21,219.84	\$21.219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84		ASSESSMEN	

SPECIAL ASSESSMENT DISTRICT NO. 32 SPANISH SPRINGS VALLEY RANCHES ROADWAY IMPROVEMENTS

ASSESSMENT ROLL

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ASSESSMENT ROLL

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494 534-581-12	493 534-581-11	492 534-581-10	491 534-581-09	490 534-581-08	489 334-381-07	400 334-30 1-00	E34 E84 0E	487 534-581-05	486 534-581-04	485 534-581-03	484 534-581-02	483 534-581-01	482 534-571-01	481 534-562-07	480 534-562-06	479 534-562-05	478 534-562-04	477 534-562-03	476 534-562-02	475 534-562-01	474 534-561-14	473 534-561-13	472 534-561-12	471 534-561-11	470 534-561-10	469 077-480-1 <u>7</u>	468 077-230-22	467 077-230-21	466 077-230-20	465 077-230-19	464 077-230-18	463 077-230-17	077-230-16	461 077-230-15	460 077-230-14	459 077-230-13	077-230-12	457 077-230-11	
VALENCIA, RAFAEL M	MILLER, MARGUERITE E et al	FARRELL, MICHAEL J & MARGUERITE E	VELAZQUEZ, JOSE & SILVIA	SCHULTZ, JASON E & DEBBIE A	FARRELL, MICHAEL	MILLER, MARGUERIIE E				PRECIADO, JOHN F & MARIKAY	METKOVICH, MIKE & LUCY	METKOVICH, MIKE & LUCY		SUGARLOAF PEAK LLC,	ECHANIZ, PETE	THEISS, KENNETH D & TERESA L	THEISS LIVING TRUST, RALPH H C & SANDRA D	DELGIUDICE, JEFFREY V & SHERRI L	FARIS, RICHARD & A JANE	DE WITT, KENNETH E	BARRETT FAMILY TRUST,	MONAHAN TRUST, HALBERT J	MCVAY, MICHAEL S & MARLENE	L .	WEIKEL SURVIVOR'S TRUST, LORRAINE H	ANDERSON, ROZINA H	BALEME TRUST, EUGENE A	DOZET, TOM	TERHUNE, WAYNE G & JESSICA C	PEASE, HAROLD & SHERRY	KENT, GUY & LAURIE	WELDON, DOUGLAS G & EMELITA G	PRATT, MURRAY A & DIANE E	POHL, RICHARD J & DOROTHY G	GONZALEZ, ANTHONY et al	KUYKENDALL, JAMES & ALICIA	FOSTER, DANIEL E		
200 SARTOR CT	435 DE WICK CT	435 DEWICK CT	2645 FIRENZE DR	250 DE WICK CT	435 DE WICK CT	435 DEWICK CT			3299 SALTERN WAY	411 METKOVICH CIR	3275 SLEEPY HOLLOW DR	3275 SLEEPY HOLLOW DRIVE	4619 BYRON CIR	2777 NORTHTOWNE LN DFC	282 SEAL CT	177 ECHANIZ CT	262 ECHANIZ CT	408 ECHANIZ CT	431 CAMINO DE GRATO	425 CAMINO DE GRATO	401 CALLE DE LA PLATA	2100 CROSSOVER RD	397 CALLE LIMPIO ST	395 CALLE LIMPIO CT	3860 GS RICHARD BLVD	7705 ROMA PL	8375 LEROY ST	165 UTAH ST	3255 CALLE DE MARIPOSA	9732 STATE ROUTE 445 PMB 194	280 MOONBEAM DR	P O BOX 33065	1128 PORTOLA ST	10424 FROST RD	9 LIDA CIR	1750 SOUTHVIEW DR	7425 LITTLE EASY CT	157 W 79TH STREET #5B	
SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	UPAKNU		SPARKS	SPARKS	RENO	RENO	IRVING	RENO	HENDERSON	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	SPARKS	RENO	SPARKS	SPARKS	CARSON CITY	PRUNEDALE	RENO	RENO	SPARKS	SPARKS	SPARKS	RENO	VISTA	PORTLAND	CARSON CITY	SPARKS	SPARKS	NEW YORK	
NV	٨N	۸N	VV	VV	N	N	VN		NIV	N	V	VV	ТX	NN	VV	۸N	٨N	NV	VN	NV	N	N	VV	NV	V	CA	N	VV	N	N	R	V	CA	M	VN	VN	N	NY	
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0000 010	\$170,000	\$170,000	\$170,000	\$452,396	\$520,484	\$170,000	\$519,095	000,1010	9151 EDD	9451 B53	\$161,500	\$161,500	\$255,000	\$280,500	\$170,000	\$397,807	\$500,979	\$560,819	\$484,363	\$694,782	\$252,645	\$260,034	\$303,483	\$402,741	\$280,500	000,008	\$85,850	\$81,175	\$184,653	\$63,532	\$59.925	\$70,550	\$70,550	\$59,925	\$44,625	\$59,925	\$59,925	\$44,625	VALUE
2000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	BENEFIT
****	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$20,000.00		\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$0.00	\$25,200.00	\$25.200.00	\$25.200.00	\$25.200.00	\$25.200.00	\$25,200.00	\$25,200.00	\$25,200.00	\$25,200.00	\$25,200.00	\$25,200.00	\$25,200.00	(POA DUES)
	\$28,000.00	\$28,000,00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$20,000 DD	00 000 000	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$4,500.00	\$25.200.00	\$25.200.00	\$25.200.00	\$25.200.00	\$25,200,00	\$25.200.00	\$25,200.00	\$25.200.00	\$25,200.00	\$25,200.00	\$25,200.00	\$25,200.00	BENEFIT
	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84		\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219,84	\$21,219,84	\$21,219.84	\$21,219.84	\$21,219,84	\$3,410.33	\$19.097.86	S19 097 86	\$19.097.86	\$19.097.86	84 260 515	S19 097 86	\$19.097.86	\$19.097.86	\$19,097.86	\$19,097.86	\$19,097.86	\$19,097.86	

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Revised August 4, 2011

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SPECIAL ASSESSMENT DISTRICT NO. 32 SPANISH SPRINGS VALLEY RANCHES ROADWAY IMPROVEMENTS ASSESSMENT ROLL

# EXHIBIT C

# (Attach Engineer's District No. 32 Detailed Total Cost of the Project Including Estimated Incidental Expenses)

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# WASHOE COUNTY "DEDICATED TO EXCELLENCE IN PUBLIC SERVICE"



Prepared By: WW

03-Aug-11

# SPECIAL ASSESSMENT DISTRICT UNIT NO. 32 - SPANISH SPRINGS VALLEY RANCHES TOTAL COST SUMMARY

. ITEM DESCRIPTION AMOUNT DESIGN AND CONSTRUCTION COSTS Geotechnical Services, SEA Engineering \$12,800 1 2 Topographic Mapping (Aerial Topo and Field Control), Summit Engineering \$10,087 3 Design, Poggemeyer Design Group \$276,280 4 Extra Services (Bidding And Public Outreach), Poggemeyer Design Group \$13,084 5 Construction, Spanish Springs Construction \$7,991,444 Construction Stakeout, Poggemeyer Design Group 6 \$59,000 7 Materials Testing, CME Consultants \$234,000 8 Construction Admin And F/T Inspection, Poggemeyer Design Group \$258,000 UTILITY RELOCATION 9 Utility Pole Relocation, NV Energy \$140,000 10 Telephone Facilities Relocation, AT&T \$150,000 **RIGHT-OF-WAY/EASEMENT ACQUISITION** 11 Right-Of Way Land Acquisition Costs \$514 SAD PROJECT ADMINISTRATION, ATTORNEYS FEES & MISC. Bond Council 12 \$125,000 13 Financial Consultant \$20,000 14 Bond Fees \$175,995 15 Washoe County District Attorney, Legal Council \$25,000 Legal Advertisement (2002, 2003, 2009, 2011) 16 \$12,000 17 Printing \$2,000 18 Postage \$2,000 Period 2002 Thru January 7, 2011 - Washoe County expenses for project admin, engineering 19 & survey services \$158,000 Period January 8, 2011 thru Dec 2012 - Estimated Washoe County expenses for project 20 admin, engineering, survey, construction oversight services \$129,000 SUB-TOTAL \$9,794,204

5% CONTINGENCY \$489,710 TOTAL \$10,283,914 ROUNDING \$3,086 TOTAL PROJECT COST \$10,287,000

SAD 32\_Project Cost Summary\_2011

#### EXHIBIT D

(Attach Affidavit of Publication of the District No. 32 Notice of the Assessment Hearing in a Newspaper of General Circulation in the County -- 3 times -- 1st Publication to be 15 Days Prior to Hearing -- Not Less than 14 Days to Lapse Between 1st and 3rd Publications)

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# EXHIBIT E

(Attach Engineer's Affidavit of Mailing of Notice of Hearing)

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#### Section 1. Definitions

1.1 County has issued its outstanding Washoe County, Nevada (Reno-Sparks Convention & Visitors Authority) General Obligation (Limited Tax) Convention Center Current Interest Bonds (Additionally Secured with Pledged Revenues) Series 1999A (the "1999A Bonds"), the Washoe County, Nevada (Reno-Sparks Convention & Visitors Authority) General Obligation (Limited Tax) Convention Center Capital Appreciation Bonds (Additionally Secured with Pledged Revenues) Series 1999B (the "1999B Bonds") and the Washoe County, Nevada (Reno-Sparks Convention & Visitors Authority) General Obligation (Limited Tax) Convention Center Capital Appreciation Bonds (Additionally Secured with Pledged Revenues) Series 1999B (the "1999B Bonds") and the Washoe County, Nevada (Reno-Sparks Convention & Visitors Authority) General Obligation (Limited Tax) Convention Center Refunding Bonds (Additionally Secured with Pledged Revenues) Series 2001A (the "2001A Bonds"), and anticipates issuing the Washoe County, Nevada, General Obligation (Limited Tax) Reno-Sparks Convention & Visitors Authority Refunding Bonds (Additionally Secured with Pledged Revenues), Series 2011 (the "2011 Bonds") and together with the 1999A Bonds and the 1999B Bonds and the 2001A Bonds, altogether hereinafter referred to as the "Bonds".

1.2 "Room Tax Revenue" shall include the 6% transient lodging tax, net of collection allowance, the 5/8% State transient lodging tax, and the 2% Reno/Sparks Convention Center transient lodging tax.

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#### Section 2. Term of Agreement.

2.1 This agreement shall remain in effect until the Bonds are paid in full, or are no longer an obligation of the County, or unless and until superseded by another Agreement executed by the parties and relating to the same subject matter.

Section 3. Approval of Issuance of the Bonds.

3.1 Subsequent to the execution of this Agreement, the County shall approve the issuance of the 2011 Bonds.

### Section 4. Consideration for Approval of Bonds.

4.1 The Bonds will be secured with all of the transient lodging taxes received by the Authority which are permitted by law to be pledged to the Bonds, including, without limitation, such transient lodging taxes made available by the retirement of existing debt or such additional taxes as may be imposed in the future. The revenues currently received by the Authority and pledged to the Bonds include the 6% transient lodging tax, net of collection allowance, the 2% Reno Sparks Convention Center transient lodging tax, and gross revenues derived from the operation of the convention and recreational facilities operated by the Authority (the "Facilities"), less the operational and maintenance of the Facilities.

4.2 The Authority promises to pay the Bonds from any additional legally available funds of the Authority before seeking financial assistance from the County. Legally available funds include the annual revenues derived from the transient lodging taxes imposed pursuant to Chapter 432, Statutes of Nevada 1999 and pursuant to Nevada Revised Statutes Chapters 244 and 268, and by any other revenues not otherwise restricted in their use by law less allowed expenditures which include the annual debt payments incurred prior to this agreement and the annual debt payments for the Bonds and the annual cost for operating and maintaining the Project and other Authority income producing activities. Allowed expenditures do not include marketing costs and general administrative costs. Marketing and general administrative costs of the Authority are to be liberally construed in determining what is included in such costs.

4.3 The Authority will deposit on or before the first day of each month 1/6 of the next semiannual interest payment on the Bonds and 1/12 of the next annual principal payment on the Bonds with a trustee that is a commercial bank with trust powers (the "Trustee"). The Trustee will be required to notify the County within 15 days after the day the deposit is due if the monthly deposits are not made timely.

4.4 The Authority shall deposit by June 30 of the preceding fiscal year the incremental amount necessary to fully fund one-half (1/2) of the following fiscal years annual debt service payment

on the Bonds in a Revenue Stabilization Fund (the "Stabilization Fund"). Subsequently, the amount in the Stabilization Fund deposited as of June 30, 2011, is to remain at current balance of \$4,654,112.69, with no future increases or decreases. The same Trustee selected pursuant to Section 4.3 will control the Stabilization Fund. Money in the Stabilization Fund will only be used to make debt service payments on the Bonds before such payments become an obligation of the County or as otherwise directed by the County. The Trustee will be required to notify the County within 15 days after the day the deposit is due if the deposit is not made timely. Money on deposit in the Stabilization Fund may not be released without the prior written approval of the County Finance Director.

4.5 The Authority shall also maintain a Bond Payment Sinking Fund (the "Sinking Fund"). The same Trustee selected pursuant to Section 4.3 will control the Sinking Fund. Deposits to the Sinking Fund shall be in an amount equal to:

- a. 5% of the amount exceeding \$22,000,000 annually in Room Tax Revenue ("Revenue") in each of the first two years in which Revenues exceed \$22,000,000, then
- b. 10% of the amount exceeding \$22,000,000 annually in Room Tax Revenue in the succeeding two years in which Revenues exceed \$22,000,000, then
- c. 15% of the amount exceeding \$22,000,000 annually in Room Tax Revenue each year thereafter.

In the event that Room Tax Revenue, having exceeded \$22,000,000, subsequently falls below \$22,000,000 annually the deposit sequencing required above shall not be reset to the lowest percentage, but shall commence at the percent required in the year preceding the year which the Revenue fell below \$22,000,000 annually.

The Authority shall make the required deposit into the Sinking Fund approval by the Board of Directors of audited financial statements and provide the County a report on the calculations and amount deposited into the Sinking Fund. The Authority shall notify the County within 15 days after the day the deposit is due if the deposit is not made timely.

Funds deposited in the Sinking Fund shall be used to redeem, defease, or purchase for cancellation the 2011 Bonds, beginning with the longest maturity. In the event the 2011 Bonds

are not currently callable, a balance of up to \$1,000,000 may be accumulated before the Authority must begin defeasing (via placement of funds into an irrevocable escrow account) or purchasing for cancellation 2011 Bonds. The Authority shall provide notice to the County Finance Director at least 30 days prior to proceeding with a bond call or open market purchase. This action shall be taken without further action by the Washoe County Commission or the RSCVA Board of Directors.

The requirement of this section will be eliminated once the 2011 Bonds maturing after July 1, 2029, have been called, retired or defeased.

4.6 When seeking financial assistance from the County to pay all or a portion of the Bonds annual payment, the Authority shall notify the County in writing at least 90 days prior to the date the County is legally required to adopt its annual budget.

4.7 Prior to incurring additional medium or long-term debt, which includes, but is not limited to bank loans and revenue bonds or any other obligations that cause the authority to pledge or be payable from any legally available funding for more than one year, the Authority will be required to have available revenue, not pledged for existing debt payments, or required to be deposited into the Sinking Fund, or required for necessary ongoing Authority operating expenses that is two (2) times the annual payment of the proposed debt or obligation. Upon written request from the Authority, the County may modify or waive this requirement.

4.8 The Authority shall procure and maintain such insurance coverage and limits as to protect its financial and physical assets from and against any loss which might adversely affect the Authority's ability to make annual principal and interest payments as required on the Bond. The Authority will provide proof of insurance to the County in the form of certificates and endorsements annually at the time of coverage renewal.

4.9 The Authority shall submit to the County audited annual financial statements of the Authority within six months of the end of the fiscal year and quarterly financial statements of the Authority within 45 days of the end of the quarter. The Authority will submit to the County the

Authority's monthly statements of budget to actual comparisons of revenues and expenditures, including the detail of the revenues pledged to the Bond, within 30 days of the end of the month.

4.10 The auditor's opinion on the Authority's annual financial statement must be unqualified.

4.11 The Authority shall budget and maintain an ending fund balance in relation to expenditures in the Authority's General Fund of 10% and positive ending fund balances in the Authority's Capital Project Fund. The Authority shall budget and maintain positive net assets and positive cash and cash equivalents balances in the Authority's Proprietary Funds.

4.12 The Authority shall not violate any covenant in connection with any debt issued by or on behalf of the Authority.

4.13 The Authority shall not loan and/or borrow money between funds without following the procedures established by law or regulation.

4.14 The Authority shall not expend money in violation of the provisions governing that money.

4.15 The Authority shall not expend money restricted for any specific use in violation of the terms and provisions relating to the receipt and expenditure of that money.

Section 5. Default.

5.1 In the event that the Authority fails to perform any covenant of this Agreement, the County and the Authority will jointly develop a financial plan to correct the deficiency and/or to ensure the payment of the Bonds and the Authority shall implement the plan. If a financial plan cannot be mutually agreed to, the County has the right to develop a financial plan to correct the deficiency and/or to ensure the payment of the Bonds and the Authority shall implement the plan. The financial plan shall conform to all laws and regulations governing the County and the

Authority and shall not impair any outstanding contracts entered into by the Authority or the County and may include but is not limited to:

- a. receipt and disbursement of all Authority money,
- b. sale of Authority fixed assets,
- c. establishment of the Authority's budget,
- d. appointment of the financial manager of the Authority,
- e. imposition of Authority hiring restrictions,
- f. restructuring of Authority debt,
- g. restrictions on contracts entered into by and on behalf of the Authority,
- h. issuance of bonds or other forms of indebtedness by the Authority,
- i. repayment to the County by the Authority for the amount of any Bond payments made by the County.

5.2 The County may at any time, on its own or at the request of the Authority, terminate the financial plan imposed pursuant to Section 5.1. The County, in consideration of the termination of the financial plan, shall determine whether the Authority is in compliance with all of the covenants of this Agreement, and that the Authority has shown the desire and the capability to manage the financial affairs of the Authority in accordance with this agreement.

Section 6. <u>Notices</u>.

6.1 Any and all notices and demands by either party hereto to the other party required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed as follows:

TO COUNTY:

Finance Department John Sherman, Finance Director Washoe County P.O. Box 11130 Reno, Nevada 89520-0027

TO AUTHORITY: Finance Department Brian Rivers, Director of Finance Reno-Sparks Convention & Visitors Authority P.O. Box 837 Reno, Nevada 89504-0837

Section 7. Successors.

7.1 This agreement is binding on the County and the Authority, the named departments, and each of their successors in interest.

IN WITNESS WHEREOF, the undersigned have executed this Cooperative Agreement dated August 23, 2011, which supersedes the Reno-Sparks Convention & Visitors Authority/Washoe County Cooperative Agreement Regarding General Obligation Backing of Bonds dated November 23, 1999, as amended on June 24, 2010.

WASHOE COUNTY, NEVADA By: Name: John Breternitz Title: Chairman

# RENO-SPARKS CONVENTION & VISITORS AUTHORITY

By:

Name: Dwight Dortch Title: Chairman

#### RESOLUTION

A resolution finding that refunds of certain property tax payments are due, directing the treasurer to make such refunds, directing that subsequent apportionments of revenues from property tax to the other taxing units in the county which levied a tax represented in the combined tax rate be withheld, directing the treasurer to keep a list of refunds and other matters properly related thereto

WHEREAS, NRS 354.220 and NRS 354.240 provide that if a board of county commissioners determines by competent evidence that money has been paid into the treasury of the county and there is just cause for granting of a refund and it would be equitable to make a refund of such money, the board of county commissioners by its unanimous resolution is authorized to direct the county treasurer to refund to the amount of money paid into the county treasury in excess of the amount legally payable;

WHEREAS, The Nevada Supreme Court opinion of July 7, 2011 in Case No. 54947 (127 Nev. Adv. Opn. 30) decided that a writ of mandamus was properly issued by the Second Judicial District Court to the county treasurer to comply with a Washoe County Board of Equalization decision to roll back 2006-2007 taxable APRENIMATELYvalues for 8,700 properties located in the Lake Tahoe area of Washoe County to 2002-2003 levels and to refund excess property taxes paid by those certain property tax payers;

WHEREAS, the board of county commissioners held a public

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discussion during its duly-noticed meeting of July 26, 2011 during which it received evidence on the record concerning the need for the payment of tax refunds; and

WHEREAS, the board of county commissioners has previously been supplied with copies of the court's decision and has been informed by through advice of the district attorney that the court's order is binding;

NOW THEREFORE, be it resolved by the Board of Commissioners of Washoe County as follows:

1. That in accordance with the provisions of NRS 354.220 and NRS 354.240 and the above-referenced decision of the Nevada Supreme Court the board of county commissioners hereby finds that the certain referenced taxpayers are entitled to refunds.

2. The county treasurer is directed to make the refunds.

3. The necessary elected and appointed officials are authorized to withhold amounts refunded pursuant to this resolution from the subsequent apportionments of revenues from property tax to the other taxing units in the county which levied a tax represented in the combined tax rate.

4. The board of county commissioners shall, separately from this resolution, decide whether to include court-ordered interest in the amounts withheld from the subsequent apportionments of revenues from property tax to the other taxing

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units in the county which levied a tax represented in the combined tax rate.

5. The county treasurer is ordered to keep and make available to the board of county commissioners and the public a list of all refunds made by the county treasurer during each month. The list must contain the name of each taxpayer or other person to whom a refund was made and the amount of the refund.

[Business Impact Note: The Board of County Commissioners hereby finds that this resolution does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.]

ADOPTED this <u>23</u><sup>rd</sup> day of <u>angust</u>, 2011, by the following vote: reternity, Weber, Humke, Jung, Larkin AYES: NAYS: ABSENT: ABSTAIN: JOHN BRETERNITZ, Chairman County C

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#### Frazzetta, Jan

From:	Dellera, Jaime T
Sent:	Tuesday, September 06, 2011 9:14 AM
То:	Harvey, Amy; Parent, Nancy
Cc:	Frazzetta, Jan
Subject:	FW: Resolution for property tax refunds

Forwarding to you Paul's response.

Jaime Dellera, Clerk's Office Supervisor, Board Records and Minutes 350 S. Center Street, Suite 100 775-337-4584 775-337-4595 (fax)

From: Lipparelli, Paul A. Sent: Tuesday, September 06, 2011 9:12 AM To: Dellera, Jaime T Subject: RE: Resolution for property tax refunds

It can be handwritten on to the original with a note that says "amended by motion to approve resolution."

From:	Dellera, Jaime T
Sent:	Tuesday, September 06, 2011 9:02 AM
To:	Lipparelli, Paul A.
Cc:	Harvey, Amy; Parent, Nancy
Subject:	Resolution for property tax refunds

The motion for item #23 at the August 23<sup>rd</sup> BCC meeting regarding the Resolution for property tax refunds was made to include the word "approximate" before the language regarding 8,700 properties; however, Chairman Breternitz signed the original Resolution submitted without the corrected language. Do you have a signed corrected Resolution for us to place within the backup?

Jaime Dellera, Clerk's Office Supervisor, Board Records and Minutes 350 S. Center Street, Suite 100 775-337-4584 775-337-4595 (fax)