

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

TUESDAY

10:00 A.M.

SEPTEMBER 24, 2013

PRESENT:

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

Nancy Parent, County Clerk
John Berkich, Interim County Manager
Paul Lipparelli, Legal Counsel

ABSENT:

Marsha Berkbigler, Commissioner

The Washoe County Board of Commissioners convened at 10:08 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

13-820 AGENDA ITEM 3 – PUBLIC COMMENT

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

Guy Felton distributed a letter that was placed on file with the Clerk. He spoke about the Ballardini Ranch and the U.S. Constitution.

Sam Dehne addressed the Board.

13-821 AGENDA ITEM 4 – ANNOUNCEMENTS

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

Commissioner Weber noted that Commissioner Jung recently spoke about senior citizens and aging at the Nevada Association of Counties (NACO) conference. She

announced that they would both be attending another conference on aging in the near future. She indicated that NACO would be requested to conduct a video conference throughout the State to enable all county commissioners the ability to discuss funding for this issue.

Commissioner Jung requested a review of the County's Code compliance. She also requested an update regarding the proposed interns for the Commissioners and when those interns could be expected to begin working.

Chairman Humke announced that the Senior Services Center would hold a program entitled "Everyday is Veterans Day" on October 1st with a press conference and ribbon cutting ceremony sponsored by the Senior Services Department. He said the program would include the introduction of the Veterans in Need Service project, remarks by federal, State and local program advocates and representatives, and a distribution of a *Combat Paper* to the veterans in attendance. Chairman Humke distributed a flyer advertising the program and placed a copy of the flyer on file with the Clerk.

13-822 AGENDA ITEM 5 - PROCLAMATION

Agenda Subject: "Proclamation--October 2013 as National Dignity and Respect Month in Washoe County. (All Commission Districts.) Requested by Commissioner Weber."

Commissioner Weber explained that in 2009 the National *Dignity and Respect Campaign* was launched as a national initiative to encourage and promote a culture of inclusion, dignity and respect at the University of Pittsburg Medical Center. Awareness about the campaign spread throughout the Pittsburg community, as the Center partnered with community leaders on efforts centered around multicultural awareness, workforce development and healthy communities. The community campaign kicked off with the launch of a city-wide pledge drive, which engaged over fifty community organizations. The launch also included the unveiling of the *Dignity and Respect Campaign* website, <http://www.dignityandrespect.org/home.php>. She said the Pittsburg initiative quickly became an inspiration for the national campaign that had spread across the Country promoting positive behaviors in individuals, communities, schools and organizations. The Campaign website now serves as the platform for promoting ongoing campaign efforts throughout the nation. Commissioner Weber noted there were more than 100 organizations, schools and communities that were now engaged in Dignity and Respect initiatives focused on "making the world a better place for all to live, with all of our differences." As of September 10, 2013, she said nearly 165,000 people in the Country had taken the Dignity and Respect Pledge.

Commissioner Weber read the Proclamation and Veronica Frenkel, Organizational Development Manager, showed a video of the campaign. Ms. Frenkel thanked the Board for demonstrating leadership and modeling a commitment to the principles of inclusion, dignity and respect in the community during the month of October. She stated programs would begin throughout the month and she said there

would be a conversation on “Open Washoe” asking the public and employees to participate in a dialogue about examples where they saw dignity and respect demonstrated in the community. She explained that County departments would be challenged in the “Pledge Drive Challenge,” which would be announced to department heads. Commissioner Weber invited the other Board members to read a section from the poster that stated “dignity and respect were crucial to building and sustaining an environment in which everyone felt included, valued and appreciated.” A copy of the video and the poster were placed on file with the Clerk.

In response to the call for public comment, Sam Dehne suggested dignity and respect be celebrated for the entire year and not just celebrated for one month.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 5 be adopted.

CONSENT AGENDA

13-823 AGENDA ITEM 6A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ August 13 and August 20, 2013 meetings.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6A be approved.

13-824 AGENDA ITEM 6B - ASSESSOR

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2013/2014, 2012/2013, 2011/2012, 2010/2011 secured tax rolls; and if approved, authorize Chairman to execute order and direct the Washoe County Treasurer to correct the error(s) [cumulative amount of decrease \$18,648.49]. (Parcels are in various Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6B be approved, authorized, executed and directed.

13-825 AGENDA ITEM 6C – HEALTH DISTRICT

Agenda Subject: “Approve amendments [increase of \$14,838] to the FY 14 Title X Family Planning Federal Grant Program, IO 10025; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6C be approved and directed.

13-826 AGENDA ITEM 6D - TREASURER

Agenda Subject: “Acknowledge receipt of the Report of Sale- July 23, 2013 Delinquent Special Assessment Sale [sale proceeds \$23,679.21]. (Commission Districts 4.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6D be acknowledged.

13-827 AGENDA ITEM 6E(1) – COMMUNITY SERVICES

Agenda Subject: “Reject the single bid for the May Museum Fire Sprinkler Retrofit project and authorize staff to rebid the project. (Commission Districts 3.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6E(1) be rejected and authorized.

13-828 AGENDA ITEM 6E(2) – COMMUNITY SERVICES

Agenda Subject: “Approve the State of Nevada Manufacturer’s (Craft Distillery) License, with recommendations contained in the staff report, for Thomas J. Adams dba Seven Troughs Distilling Company, LLC, and if approved, authorize each Commissioner to sign the State of Nevada Application for Manufacturer’s License with direction for the County Clerk to attest the license application. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6E(2) be approved, authorized, executed and directed.

13-829 AGENDA ITEM 6E(3) – COMMUNITY SERVICES

Agenda Subject: “Approve the modified and updated State of Nevada Importer and Wholesale Dealer of Wine, Liquor and Beer License for McGee and McGee Wine Merchants, LLC dba Sapphire Family of Wines, LLC, and if approved, authorize each Commissioner to sign the State of Nevada Application for License for Importer and Wholesale Dealer of Wine, Liquor, and Beer with direction for the County Clerk to attest the license application. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6E(3) be approved, authorized, executed and directed.

13-830 AGENDA ITEM 6F(1) – DISTRICT ATTORNEY

Agenda Subject: “Approve Resolution requesting the assistance of the attorney general in the possible prosecution of a male over the age of 18 for alleged battery and other matters properly related thereto. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6F(1) be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

13-831 AGENDA ITEM 6F(2) – DISTRICT ATTORNEY

Agenda Subject: “Approve payments [\$5,775] to vendors for assistance of 31 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6F(2) be approved and authorized.

13-832 AGENDA ITEM 6F(3) – DISTRICT ATTORNEY

Agenda Subject: “Approve Interlocal Agreement between the County of Washoe on behalf the Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team and the Placer County Sheriff's Office on behalf of County of Placer, California, to provide emergency sexual assault examinations to Placer County victims of sexual assault at a rate of \$400 per exam for the period of July 1, 2013 through June 30, 2015. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6F(3) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

13-833 AGENDA ITEM 6G(1) - SHERIFF

Agenda Subject: “Accept donation [\$300] from the sales of Citizen Corps Challenge Coins to the Washoe County Sheriff’s Office for the Citizen Corps Program (CCP); and authorize Finance to make appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the donors for their generous donations.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6G(1) be accepted and authorized.

13-834 AGENDA ITEM 6G(2) - SHERIFF

Agenda Subject: “Approve additional funds [not to exceed \$12,000] approved by the Bureau of Land Management (BLM) for reimbursement of costs associated with providing law enforcement services on BLM land. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6G(2) be approved.

13-835 AGENDA ITEM 6G(3) - SHERIFF

Agenda Subject: “Approve Joining Forces grant [\$115,000, no cash match required; 25% in-kind match required] from the Nevada Office of Traffic Safety for FY 2014, grant term is 10/1/13 to 9/30/14, to cover overtime costs to conduct Traffic Enforcement Checkpoints and events; and authorize Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6G(3) be approved and authorized.

13-836 AGENDA ITEM 6H(1) – SOCIAL SERVICES

Agenda Subject: “Authorize the Department of Social Services to accept Federal Title IV-B Subpart 2 grant [\$12,000, no County match required] designated to increase primary caseworker visits; retroactive to October 1, 2012 through September 30, 2013; and, direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6H(1) be authorized and directed.

13-837 AGENDA ITEM 6H(2) – SOCIAL SERVICES

Agenda Subject: “Authorize the Director of Social Services to accept grant [\$20,000; no County match required] from the State of Nevada, Department of Health and Human Services, Nevada Children's Justice Task Force to purchase technology for the Children’s Advocacy Center to support and improve the investigation and prosecution of child abuse and neglect cases retroactive to October 1, 2012 through September 30, 2013; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 6H(2) be authorized and directed.

BLOCK VOTE

The following Agenda Items were consolidated and voted on in a block vote: 7, 8, 9, 10, 11, 15, 16, 17, 18, 21, 22 and 25.

13-838 AGENDA ITEM 7 – JUVENILE SERVICES

Agenda Subject: “Recommendation to approve Interlocal Agreement between the County of Washoe (Department of Juvenile Services) and the Board of Regents of the Nevada System of Higher Education (University of Nevada, Reno) Athletics Department, to continue the relationship in which UNR reimburses Juvenile services for the cost of providing supervision for juveniles on the Work Program; retroactive from July 1, 2013 for a four year period. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 7 be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

13-839 AGENDA ITEM 8 - MANAGER

Agenda Subject: “Recommendation to approve 2013 Emergency Management Performance Grant (EMPG) from the State of Nevada, Division of Emergency Management [\$118,617] retroactively for the period of October 1, 2012 through March 31, 2014; and direct Finance to reimburse the General Fund through transfer for the expense of \$87,323.21 that was transferred in FY13 [requires soft match of \$118,617] by applying the salary expense of Washoe County Sheriff Search and Rescue positions; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 8 be approved and directed.

13-840 AGENDA ITEM 9 - MANAGER

Agenda Subject: “Recommendation to approve Master Services Agreement between Washoe County and NAVEX Global for an Integrity Hotline and related services in the [initial amount of \$8,337.18 with subsequent fiscal year payments not to exceed \$5,000]; approval of a fiscal year 2014 Contingency transfer [\$8,337.18] for the Internal Audit Division, direct Finance Department to make the appropriate

adjustments, and approval of Integrity Hotline Policy and Procedures. (All Commission Districts.)”

There was no public comment on this item.

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

13-841 AGENDA ITEM 10 – PURCHASING

Agenda Subject: “Recommendation to award Washoe County Bid No. 2865-14 for Harley Davidson Police Motorcycles to Chester’s Reno Harley-Davidson for the purchase of nine replacement 2014 Harley-Davidson Police Motorcycles on behalf of the Equipment Services Division of the Community Services Department and the Washoe County Sheriff’s Office, [net amount \$280,530] including options and accessories. (All Commission Districts.) ”

There was no public comment on this item.

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

13-842 AGENDA ITEM 11 – SENIOR SERVICES

Agenda Subject: “Recommendation to approve appointments to the Washoe County Senior Services Advisory Board of Connie McMullen (District 2) and Dennis Chin (District 4) for a second four year term retroactive to July 1, 2013 through June 30, 2017; Jill Andrea to transfer to the vacant At-Large member position for a full term beginning October 1, 2013 through September 30, 2017; Wayne Alexander (District 4) to complete the vacated District 4 term ending September 30, 2015; Gary Whitfield and Donna Clontz (District 1), Edward Williams and Victoria Edmonson (District 5), and Marci Kupfersmith and Dr. Larry Weiss (Alternates) for terms beginning October 1, 2013 through September 30, 2017. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Connie McMullen (District 2) and Dennis Chin (District 4) be appointed for a second four year term retroactive to July 1, 2013 through June 30, 2017; Jill Andrea transfer to the vacant At-Large member position for a full term beginning October 1, 2013 through September 30, 2017; Wayne Alexander (District 4) complete the vacated District 4 term ending September 30, 2015; Gary Whitfield and Donna Clontz (District 1), Edward

Williams and Victoria Edmonson (District 5), and Marsy Kupfersmith and Dr. Larry Weiss be appointed as Alternates for terms beginning October 1, 2013 through September 30, 2017.

13-843 AGENDA ITEM 15 – SOCIAL SERVICES

Agenda Subject: “Recommendation to authorize Washoe County Department of Social Services through the Washoe County Purchasing Office to execute Amendment #4 to Agreement for Child Protection Facility Operator at the Kids Kottages, (Kids Kottage, Kids Kottage Too, and Kids Kottage Modular (KKIII) between the County of Washoe and Core Dynamics, LLC (formerly Adams and Associates, Inc.) [approximate range \$300,000 per month] for the operation of the Child Protection Facility, extending the expiration to December 31, 2013 with one 90 day renewal option. (All Commission Districts.)”

There was no public comment on this item.

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

13-844 AGENDA ITEM 16 – HUMAN RESOURCES

Agenda Subject: “Recommendation to approve the Collective Bargaining Agreements with the Washoe County Nurses Association for the Non-Supervisory and Supervisory bargaining units for the periods July 1, 2013 through June 30, 2014; ratify same: a 1% Cost of Living Adjustment effective July 1, 2013; a 1% PERS contribution in lieu of wage increase effective July 15, 2013; a 1% Cost of Living Adjustment effective January 1, 2014; and, if approved, authorize the Chairman to execute the Collective Bargaining Agreements upon completion. FY 14 fiscal impact estimated at [\$64,000]. (All Commission Districts.) ”

Commissioner Jung commended the Collective Bargaining units and the negotiator for reaching an agreement. She appreciated all that staff had given and stated that their partnership through the recession was phenomenal. Commissioner Weber also acknowledged the agreement and the sacrifices made over the past few years.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 16 be approved, authorized and executed.

13-845

AGENDA ITEM 17 – HUMAN RESOURCES

Agenda Subject: “Recommendation to approve the Collective Bargaining Agreements with the Washoe County WCEA Association for the Non-Supervisory and Supervisory bargaining units for the periods July 1, 2013 through June 30, 2014; ratify same: a 1% Cost of Living Adjustment effective July 1, 2013; a 1% PERS contribution in lieu of wage increase effective July 15, 2013; a 1% Cost of Living Adjustment effective January 1, 2014; effective October 28, 2013 provide a 5% differential for pre-identified WCEA employees utilized by the County to provide bilingual skills when bilingual skills are not a minimum qualification for their job classification, in certain circumstances; provide a 5% Hazard Duty Pay differential for employees in specific job classifications in certain circumstances; and, if approved, authorize the Chairman to execute the Collective Bargaining Agreement upon completion. FY 14 fiscal impact estimated at [\$2,620,300]. (All Commission Districts.) To be heard before Agenda #18.”

Commissioner Jung commended the Collective Bargaining units and the negotiator for reaching an agreement. She appreciated all that staff had given and stated that their partnership through the recession was phenomenal. Commissioner Weber also acknowledged the agreement and the sacrifices made over the past few years.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkgigler absent, it was ordered that Agenda Item 17 be approved, authorized and executed.

13-846

AGENDA ITEM 18 – HUMAN RESOURCES

Agenda Subject: “Recommendation to approve a 1% Cost of Living Adjustment in base wage effective July 1, 2013, a 1% PERS contribution in lieu of a wage increase effective July 15, 2013, and a 1% Cost of Living Adjustment effective January 1, 2014 for Unclassified Management and unrepresented Confidential employees; and effective October 28, 2013 provide a 5% differential for pre-identified Confidential employees utilized by the County to provide bilingual skills when bilingual skills are not a minimum qualification for their job classification. FY 14 fiscal impact estimated at approximately [\$273,600]. (All Commission Districts.) To be heard after item Agenda # 17.”

Commissioner Jung commended the Collective Bargaining units and the negotiator for reaching an agreement. She appreciated all that staff had given and stated that their partnership through the recession was phenomenal. Commissioner Weber also acknowledged the agreement and the sacrifices made over the past few years.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 18 be approved.

13-847 AGENDA ITEM 21 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve an Interlocal Agreement between Washoe County and the Western Regional Water Commission [not to exceed \$150,000] to conduct the continued Septic Nitrate Study and Risk Assessment for Washoe County. (All Commission Districts.)”

There was no public comment on this item.

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

13-848 AGENDA ITEM 22 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve Agreement for Eastlake Boulevard Improvement Project Services between Washoe County and Lumos & Associates, Inc., for consulting design services for the Eastlake Project No. PR084-13-063 [\$274,588]. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 22 be approved.

13-849 AGENDA ITEM 25 - MANAGER

Agenda Subject: “Presentation, discussion, and possible action on providing an extension of 120 days to the Emergency Medical Services Working Group’s negotiations for a “renewed” Emergency Medical Services agreement with the Regional Emergency Medical Services Authority. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 25 be approved.

Agenda Subject: “Derek Kirkland, Project Manager for Tahoe Transportation District State Route 28 Corridor Management Plan. Acknowledge receipt of presentation and update concerning the Tahoe Transportation District Nevada State Route 28 DRAFT Corridor Management Plan. Discussion and possible direction to staff to forward Board and public comments to the Tahoe Transportation District on the draft plan. (All Commission Districts.) *Copy of Plan on file in the County Manager’s Office.*”

Cheryl Surface, Park Planner, explained that the Board had been approached in June of 2012 to approve the Nevada State Route (SR) 28 Corridor Management Plan Project Charter Agreement. She indicated that the County was a member of the project development team for the SR 28 Corridor Management Plan and had been active with 12 other partner agencies in drafting the current Corridor Management Plan. Ms. Surface explained that staff had been working with the public to receive input through a series of public meetings. The presentation would provide an overview of the draft Corridor Management Plan and give the Board the opportunity to solicit input into the draft Plan.

10:55 p.m. Chairman Humke left the meeting.

Derek Kirkland, Tahoe Transportation District SR 28 Corridor Management Plan Project Manager, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included: the SR 28 Corridor Management Plan Overview; challenges; recommendations; implementation; and, the commitment from local agencies.

Commissioner Hartung asked if ferry boats had ever been considered for Lake Tahoe. Mr. Kirkland replied that the Tahoe Transportation District (TTD) was studying a passenger ferry system that would go from South Shore to North Shore. He said it would bring people into places such as Sand Harbor, where a boat taxi service would be considered from the ferries to the shore. He indicated that the TTD also provide a water shuttle from Tahoe City to connect some of the areas in that vicinity of the Lake.

Commissioner Jung stated this plan was a grave need in terms of public safety along that Corridor. She encouraged the public to expand their mass transit trips to reduce the amount of sediment from the roads entering the Lake.

Mr. Kirkland indicated that the draft plan was located on their website at www.tahoetransportation.org along with several other links for the public.

There was no public comment on this item.

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

11:12 a.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners. Chairman Humke returned at the beginning of the Fire Board meeting.

The following item only (Agenda Item No. 13) will be heard by the Washoe County Board of Commissioners who will convene as the Board of Fire Commissioners for the Sierra Fire Protection District and Truckee Meadows Fire Protection District, and the Washoe County Board of Commissioners (Agenda Item No. 9 on Board of Fire Commissioners' Agenda.)

13-851 AGENDA ITEM 13

Agenda Subject: “Recommendation of approval of the Resolution Adopting a Fee Schedule for Fire Related Matters, which is exactly the same as set forth in the outgoing version of the fire code at Chapter 60 of the Washoe County Code, and authorize enforcement of this fee schedule within their respective boundaries. (All Commission Districts.)”

Amy Ray, Fire Marshal, explained there was currently a fee schedule within Washoe County Code (WCC) Chapter 60. She said staff was requesting that the fee schedule be continued as a resolution in the new WCC Chapter 60. She indicated that none of the fees had changed as originally adopted in 2005.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Chairman Humke, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 13 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

12:10 p.m. The Board adjourned as the TMFPD/SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

13-852 AGENDA ITEM 19 – HUMAN RESOURCES

Agenda Subject: “Recommendation to approve request by the Department of Human Resources/Labor Relations through the County Clerk pursuant to Washoe County Code 2.030 to approve a request to amend the Washoe County Code (Chapter 5) to increase the sick leave payout from the maximum payout of 600 hours to 800 hours and directing the Clerk to submit the request to the District Attorney for preparation of a proposed ordinance pursuant to Washoe County

Code 2.040. This amendment will allow unrepresented employee groups including Elected Officials (not including County Commissioners), Unclassified Management and Confidential employees to follow suit with a recently negotiated provision with the Washoe County Employee’s Association to increase sick leave payout. (All Commission Districts.)”

Chairman Humke commented that disparate treatment of County Commissioners had been discussed in the past by former Commissioners. He felt the concept was that Commissioners were rendered to be part-time and other elected officials were considered full-time.

Commissioner Weber agreed. She felt there needed to be further discussion and suggested agendaizing that topic for a future meeting.

Paul Lipparelli, Legal Counsel, stated he was unclear on the reasons behind the different treatment. One possibility may be that it was improper or illegal for a county commissioner to vote on a benefit for him or herself while he or she was still in office. He said the Board may be able to effectuate a change in County policy that applied after a term ended and then be applied to future commissioners. If the Board chose to have a better analysis, he could return at a future Board meeting with more information. Commissioner Weber inquired if the Board could accept Agenda Items 19 and 20 without the part that omitted the County Commissioners. Mr. Lipparelli indicated that the Board could act on the items as written and then bring back a new item about the potential application of the benefits to county commissioners and, if necessary, put those benefits into effect at a later date.

Commissioner Jung asked if anything barred the Board from adopting this now and then direct staff to return with a future item specifically applied for the Commissioners. Mr. Lipparelli replied that nothing barred the Board from that action.

There was no public comment on this item.

Commissioner Weber requested this item be brought back as a future item specifically as it applied to the Commissioners.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 19 be approved.

13-853 AGENDA ITEM 20 – HUMAN RESOURCES

Agenda Subject: “Recommendation to approve an increase in the maximum sick leave payout from 600 hours to 800 hours retroactive to July 1, 2013 for Elected Officials (not including County Commissioners), Unclassified Management and Confidential Employees commensurate with a recently negotiated agreement with WCEA. (All Commission Districts.) ”

There was no public comment on this item.

Commissioner Weber requested this item be brought back as a future item specifically as it applied to the Commissioners.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 20 be approved.

13-854 AGENDA ITEM 23 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to acknowledge receipt of a status report regarding Washoe County’s pavement preservation program and update on developments regarding approaches for addressing wide cracks in some roadways and streets within Washoe County. (All Commission Districts.)”

Dwayne Smith, Division Director, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the Pavement Preservation Program, the inventory of Washoe County roadways, identifying preventative maintenance, rehabilitation, the maintenance program, FY 2013/14 infrastructure preservation projects, wide cracks in flexible pavement, and the participants in the Pavement Preservation Program.

Commissioner Hartung asked if the County always had problems with the mix that was used to repair the roads. Mr. Smith explained there was a specific material produced from a pit in the Mustang area, which the County utilized between 1998 and 2000; however, that material did not immediately reveal the wide-crack issue. He explained that the cracks took between five and eight years to develop and once that began those cracks began to accelerate. Commissioner Hartung questioned if a good base would stop or decrease the degradation. Mr. Smith stated that the base was an important component for any successful, flexible pavement as was the aggregate, oils and pavement maintenance. He explained that this material experienced a rapid shrinkage as it went between the different temperatures. Mr. Smith indicated that local professionals in engineering and significant pavement analysis experience had been assembled to specifically address the wide-crack issue.

Commissioner Weber stated that this issue had recently been before the Regional Transportation Commission (RTC) where it was proposed to award \$150,000 to the University of Nevada, Reno (UNR) to conduct a study. She requested the RTC put that item on hold and hoped the \$150,000 could go toward the County’s group. She suggested coming together as a region to find solutions and invite whoever wanted to participate in the process. Mr. Smith agreed and said these were parallel paths that everyone was working toward to find a regional solution.

In response to the call for public comment, Adam Rutherford said most of the material in question had come from the Sierra Nevada Construction (SNC) asphalt

plant. The theory on why it cracked was due to the high absorption rock that was used. He said some specifications had been changed to no longer allow that rock. On past projects where products did not last as long as they should, he said agencies had the ability to pursue a latent defect lawsuit.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 23 be acknowledged.

13-855 AGENDA ITEM 24 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to acknowledge receipt of a status report regarding Washoe County’s response to recent flash flooding events in areas of Spanish Springs and North Valleys. (All Commission Districts.)”

Dwayne Smith, Division Director, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included the Gerlach flood on June 10, 2013, the Lemmon Valley flood on July 4, 2013, the Golden Valley flood on June 28, 2013, the Spanish Springs flood on June 10, 2013, the North Spanish Springs Flood Detention Facility, and the after floods review and summary.

Commissioner Weber commented that the microburst’s had caused severe problems. She asked if a checklist was being implemented to help citizens know what they were responsible for in their neighborhood and/or their properties. Mr. Smith said information about the events would be provided during upcoming public meetings, which would cover how the County’s storm conveyance systems were designed, and the responsibilities of local residents and Home Owners Associations (HOA’s), who were all critical components in the successful operations of the systems. He indicated that data was being developed for Citizen Advisory Boards (CAB’s) that identified a process. He agreed it was a partnership between the community and staff to work on the issues. Commissioner Weber said there was urgency with this issue and hoped that the information could quickly be placed on the County’s website. Mr. Smith stated he understood.

In response to the call for public comment, Sue Weyl stated that her cul-de-sac was affected by the Spanish Springs flood. She thanked Commissioner Hartung for his help and for acknowledging her concerns. She explained that the staff report made broad generalizations about all residences in the affected flood areas. Ms. Weyl remarked that the report also stated that many times residents depended on the County for clean-up and did not maintain their properties; however, she exclaimed she was not that person. She commented that her property received approximately \$10,000 in damages from this latest flood, which was on top of the \$20,000 the residents recently paid for Special Assessment District (SAD) 32. She felt it had been an extraordinarily frustrating process in terms of navigating through all the avenues.

Commissioner Hartung asked Ms. Weyl if she felt that the SAD 32 project caused the flooding on her property. Ms. Weyl said she had lived in the area for a number of years and this was the third time her property flooded; however, none of the past floods had been as extensive. She indicated that the construction company working on SAD 32 stated that certain berms were not needed, but because of those missing berms, her property experienced \$10,000 worth of damage. She explained that the HOA did not maintain the culverts; however, she was cautious in keeping the ditches on her property clear of debris. Ms. Weyl commented that the first time her property flooded, she had about two feet of mud rolling into the swimming pool, but that had been remedied by digging trenches and ditches. She agreed this was an usual event and noted that her issue was not the event, but the process that she struggled with within the County. Commissioner Hartung apologized to Ms. Weyl for some of the responses that she received.

Commissioner Weber also apologized and agreed that areas could not be generalized. She acknowledged there were many citizens that kept up their properties.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried with Commissioner Berkgigler absent, it was ordered that Agenda Item 24 be acknowledged.

13-856 AGENDA ITEM 26 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to award a bid to the lowest responsive, responsible bidder and approve the agreement for construction of the “Ballardini Ranch Trailhead” project (PWP-WA-2013-207) [not to exceed engineer’s estimate of \$1,444,976.80]; or, reject all bids; project is funded by Southern Nevada Public Land Management Act (SNPLMA)-Parks Trails and Natural Areas (PTNA) and Washoe County 2000 Regional Parks, Open Space and Trails bond (WC-1). (Commission Districts 1 and 2.)”

Dwayne Smith, Division Director, recalled that the original bid for the Ballardini Ranch Trailhead project had been rejected during the August 13, 2013 Board of County Commissioners (BCC) meeting and staff had been directed to re-bid the project. He said the rejections were due to ambiguities contained within the original bid documents, which did not allow for clarity regarding the identification of first-tier contractors on both the 5 percent and 1 percent contractor’s list. He explained that staff added clarifying language that required the contractors to identify, by percentage, the amount of work each first-tier subcontractor would be performing for the job. Of the seven bids received, he said two bids addressed the full requirements of the project bid documents, including the acknowledgment of Addendum No. 3, which provided the clarity for the award of the bid. A copy of Addendum No. 3 was placed on file with the Clerk. Mr. Smith indicated that the bids were opened on September 11, 2013 and, after review of all the bid documents and addendums, Spanish Springs Construction (SSC) had been identified as the lowest, responsive and responsible bidder. The next lowest

responsive and responsible bidder was Granite Construction with the remaining five contractors being deemed non-responsive.

Chairman Humke asked if non-compliance of Addendum No. 3 could lead to a non-responsive finding and, if there was a possibility for a back-and-forth with a contractor to cure the defect in their bid. Mr. Smith replied that the included documentation read, “the County reserves the right to reject any or all bids and to withhold award of up to 60 days. If there are minor irregularities or informalities in any bid or in the bidding process, the County reserves the right to waive provisions of the specifications relating to said minor irregularities or informalities.” He said the clarity language was included in the new bid documents as an outcome of the last bid rejection. He also noted that NRS 338.141(2) stated, “the list required by subsection one must include a description of the labor or portion of the work which each first-tier subcontractor named in the list would provide to the prime contractor.” Mr. Smith said the clarifying language added in the new bid document was staff’s approach to be compliant with the NRS requirements in creating a fair and level playing field for the award of the bid. Chairman Humke said the word “must” was referenced from NRS 338 and asked if that rendered a non-minor, non-compliance or a major event of non-compliance with the bid requirements. Mr. Smith said it was the opinion of staff that it was a significant, major event in conflict with the bid documents.

Commissioner Hartung suggested a punch list or a to-do list be created and included in bid documents to assist contractors in future bids.

Commissioner Jung said those caveats had been used by other departments, the City of Sparks and the Regional Transportation Commission (RTC); however, she said the County had never done a capital project in which this was required. Mr. Smith explained this was the first project the County had done where the quality of bid documents had been improved to ensure the County was in compliance with the NRS. Commissioner Jung questioned if that was why only two of the seven bidders were compliant. Mr. Smith replied that anytime changes were made, it was incumbent upon staff to be as diligent as possible to ensure that all the contractors understood the changes. He explained that those changes were included in Addendum No. 3 and were also covered during the pre-bid conference. Commissioner Jung asked if representatives from the seven bidders attended the pre-bid conference and, if attendance was a requirement to bid a project. Mr. Smith did not believe that attendance was a requirement for this particular project and said there was a good turnout for the pre-bid conference. He said he would find the correct response and return with that information. Commissioner Jung felt the requirement could have been missed. Based on the direction given to staff to provide clarity in the bidding documents, Mr. Smith included the language in the bid package as Addendum No. 3. Commissioner Jung said the addendum requested the contractors to acknowledge receipt of the addendum by attaching a copy to the proposal and by returning the acknowledgement with the addendum, failure to do so may result in rejection of the bid. She said the word “may” was used instead of “shall” and asked if there was a difference. Paul Lipparelli, Legal Counsel, replied the decision to award a contract under a public works project was the Board’s decision. He stated a

recommendation was received from staff that explained the basis for the recommendation; however, it was up to the Board to make the findings on who was the lowest, responsive and responsible bidder. In this situation, he said part of that determination depended on whether the Board agreed with staff's recommendation that the omission of those percentages in the submittal was an immaterial variance from the specifications or not. He clarified it was up to the Board to decide the materiality of that omission.

Chairman Humke inquired if it were possible to ask the lowest bidder, who was also non-responsive, to cure the items under Addendum No. 3, or must the Board reject all bids if they chose not to go with the recommendation. Mr. Lipparelli said the option to reject all bids always sat with the Board, but they would need to find that it was in the best interest of the public and articulate that reason. He indicated that the Board was the ultimate arbiter on who was the lowest, responsive, responsible bidder. He said staff had brought to the Board's attention the discrepancies between the two bidders that were responsive and responsible and the other bidders who failed to provide that information. The key issue for the Board was to decide whether the absence of those percentages was an immaterial variance from the specifications. If it was, the Board should follow staff's recommendation and consider the two bidders in compliance. If the Board found it was a minor deviation and wished to include all the bidders, he said it was an option to award the bidder that submitted the lowest bid. After conducting some research, he found if the omission would deprive a county of the assurance that the bidder would enter the contract and perform the contract, then a board could find that was a non-waivable irregularity. Also, if the issue would adversely affect the competitive bidding by placing one bidder in a position of advantage or undermine the common standard of competition. He counseled the Board about not going back and giving the bidders an opportunity to supply the percentages because the two hour list, by definition, had to be submitted within two hours of the bid openings, and the contractors that verified their percentages within the two hour submittal would potentially be disadvantaged by allowing the other bidders to come in and supply that percentage. He also advised the Board to focus on whether the requirement in the specifications to supply the percentage at all was something the Board could consider to be critical in determining whether the contractor would perform and critical whether that would disrupt the competitive process. Chairman Humke asked if there was a need for a contractor to assert they would not be under the 5 percent and/or 1 percent limits. Mr. Lipparelli said the requirement was if a contractor would perform the work themselves, they had to list themselves so the awarding authority understood no subcontractors were being listed.

In response to the call for public comment, Mark Gordine, Sierra Nevada Construction (SNC) Project Manager, acknowledged there were changes to the bid documents as indicated in Addendum No. 3 that requested percentages be listed next to the sublisting. However, the bid documents did not reflect a column or a place for those percentages on the sublisting form, and noted that the sublisting pages remained unchanged on Addendum No. 3. Mr. Gordine commented that five of the seven contractors did not catch that change and he argued that oversight resulted in many agencies having differing requirements for every bid. He said other quality contractors

missed the same listing and he felt it was a function of the final sublisting sheet remaining the same after Addendum No. 3 was distributed. He submitted several copies of subcontractor sheets from other entities, which were placed on file with the Clerk. He felt the error could be waived by the Board as an irregularity while still allowing the integrity of the bid process to remain by ensuring that all subcontractors were listed. Considering the totality of the circumstances, Mr. Gordine believed the Board should award the contract to SNC as the lowest, responsible bidder which would save the County approximately \$100,000 and would be in the best interest of the County.

In response to Chairman Humke, Mr. Gordine said the intent of the submitted documents was to show that each of the other local jurisdictions stated specifically on their form that they wanted the percentage of the subcontractor to be listed. Chairman Humke asked if there were any efforts to achieve a uniform form among the agencies. Mr. Gordine replied when the NRS became law, each agency took it upon themselves to make various improvements on what was required. He said they had been used to using the different forms, but with the change, the County form did not ask for that information.

Commissioner Hartung asked if Mr. Gordine felt it was the County's fault that SNC missed the requirement. Mr. Gordine replied that SNC made a mistake and did not list the percentage as noticed on the Addendum, but the form was unclear. Commissioner Hartung submitted that the Nevada Department of Taxation forms were different than the Internal Revenue Service (IRS) forms, but the IRS did not care if a person missed what was on their forms. He reiterated that a punch list was needed for the contractors to review and ensure they all had the needed documentation before submitting a bid. Mr. Gordine said SNC took responsibility that they did not put the information on the form; however, five of the seven contractors would not have made the same mistake if a column was present.

On behalf of the Laborer's Union, Richard Daly said the Board had the ability to make the determination if this error was a minor irregularity, which would allow the Board to award the bid to any of the other contractors. He said NRS required for the description to be included for the labor portion, but the percentage was not required.

Chairman Humke suggested a form be placed in statute that was uniform and consistent or develop a uniform form for the local entities. Mr. Daly agreed. He said the question before the Board was listing the percentages, which he believed to be a minor irregularity and asked if that was worth approximately \$100,000.

Adam Rutherford, SSC, indicated that SSC followed the addendum and submitted all the necessary documentation. He said the Board had already shown past precedents that something minor on a list was big enough to reject the bids on past projects. He believed that Mr. Daly was speaking because SSC was a non-union contractor. The addendum was very clear, and he noted that staff recommended award of

the bid to SSC. Mr. Rutherford explained there was a protest period instituted; however, no protests were filed.

Don Tranberg, SSC, reiterated that many projects came out with addendums to change the bid documents. If those were not followed, he said the intent of the project was not being complied. The addendum was very clear and noted that he had been bidding projects for over 30 years. He added that every addendum was different and had to be read and reviewed very carefully.

Leslie Skinner, SSC, pointed out that she was very familiar with all the subcontractor listing forms provided by the other entities, because she filled out those forms. She indicated that the form from the City of Sparks did not have a separate column for the percentages or dollar values, but contractors always seemed to fulfill the requirements.

Commissioner Jung asked how many addendums were in this bid packet. Mr. Smith replied there were three addendums. Commissioner Jung asked why staff did not change the form to reflect what was being required. Mr. Smith said it was the intent of staff to include the language in future bid documents. He said the document did not have a column, but could be modified to include that column and also to include a checklist. Commissioner Jung asked if a protest was filed. Mr. Smith stated that a protest was not brought to his attention.

Commissioner Hartung stated that the issue on how the form was crafted was not brought up in the previous discussion when the original bids were rejected.

Chairman Humke asked if attendance was mandatory at a pre-bid conference. Mr. Smith replied attendance could be mandatory or discretionary at different contracts and said this pre-conference was discretionary.

In response to the question asked by Commissioner Jung about the attendance at the pre-bid conference, Mr. Smith replied the attendees were Peavine Construction, A&K Earth Movers, Hertz Equipment Rental, Advanced Asphalt, Kelley Erosion Control, Granite Construction, Washoe County Community Services Department, Wood Rodgers and Sierra Nevada Construction (SNC). Commissioner Jung questioned which companies determined as being non-responsive attended the pre-bid conference. Mr. Smith stated that SNC and A&K Earth Movers attended the pre-conference meeting and were determined as non-responsive. Commissioner Jung felt there was a shared missed communication, and felt that staff could have done a better job. She felt this policy needed to return to the Board for further discussion.

Commissioner Hartung moved to award the bid to Spanish Springs Construction (SSC), the lowest, responsive, responsible bidder and approve the agreement for construction of the "Ballardini Ranch Trailhead" project. He also requested the bid documents be revised and a check list be implemented for contractors in order to eliminate this same issue in the future. Commissioner Weber seconded the motion.

Commissioner Jung inquired on the difference between the previous SSC bid that was rejected and the current bid. Mr. Smith replied the difference was an increase of \$28,000. Commissioner Jung stated she would support the motion, but still had concerns about the current policies.

On call for the question, the motion passed on a 4 to 0 vote with Commissioner Berkbigler absent.

13-857 AGENDA ITEM 27 - MANAGER

Agenda Subject: “Discussion and possible approval of contract with independent water rights consultant to provide an analysis, report and opinion of value on a large block of water rights purchase proposal (potentially up to 3,418 acre-feet annually) from Intermountain Water Supply Ltd. for water rights located in the general areas of Bedell Flat, Lower Dry Valley, Newcomb Lake, and Upper Dry Valley. Requested by Commissioner Weber.”

Paul Lipparelli, Legal Counsel, said this discussion would allow the Board to pursue an offer made to the County to purchase ground water in the Dry Valley area. He said State law required that before the County could purchase real property, and explained that water rights were considered real property in Nevada, there had to be an appraiser engaged by the County to declare under oath the value of the property for the Board to consider a purchase. This item would be an opportunity for the Board to direct staff to proceed with the gathering of the necessary information to consider the offer made from Intermountain Water Supply Ltd. (Intermountain Water). He said a Professional Services Agreement (PSA) had recently been assembled and a Scope of Work that the professional would perform was attached as Exhibit A to the PSA. He indicated there were several blanks in the PSA, but was still within the Board’s authority to approve the PSA. He explained that the blanks would be filled in with the name of the professional, the amount of the contract and duration of the contract. Once that scope of work was performed, and the market value had been established by the appraiser, the Board could consider further pursuit of the funding sources and the actual PSA. He said the County had been provided with a draft agreement from Intermountain Water and, if the Board directed to proceed with the hiring of an appraiser, then staff would continue to work on a markup of that agreement. He pointed out that water rights were unique and the hiring of an expert to give an opinion of value was a special task. A critical element for the value of water rights was the quantity and quality of the water and the potential uses for the water. He said those were questions that most appraisers did not have the expertise to establish. Mr. Lipparelli urged the Board to give consideration to the type of firm that would be in possession of that knowledge, which could provide the Board information about the other elements that were important considerations in determining the value of water rights. Attached to the proposed PSA was the proposal supplied to the County by Intermountain Water, which contained a description of what the assets were, where they were and what type of data existed in relation to the water rights.

Chairman Humke remarked that this was a detailed draft PSA and asked if the information from Intermountain Water was applied or was included as part of the negotiations. Mr. Lipparelli replied it was being considered to hire a professional to evaluate the water rights. He thought it best to attach what the current owner of the water rights offered to sell those rights for so the appraiser knew what to evaluate. Chairman Humke said the Intermountain Water proposal contained references to a considerable amount of data regarding those possible water rights. Mr. Lipparelli stated that was correct. In addition, the scope of work also contained some references to additional data that the County knew existed, which should be considered and addressed in the report. Chairman Humke said that would be direction to the selected consultant to avail themselves use of that data. Mr. Lipparelli agreed. Chairman Humke asked if the document dealt with the obligation to pay this consultant. Mr. Lipparelli replied that the compensation section began on page three of the draft PSA and contained a blank, but noted that the total compensation for the professional would be completed. He indicated that the County's Finance Director recommended the funding source for the potential agreement would be either the County's General Fund or the Contingency Fund.

Commissioner Hartung said the Fish Springs (Vidler) project currently sat dry and noted there was up to 13,000 acre-feet capacity and 7,000 to 8,000 acre-feet capacity from the Truckee Meadows Water Authority (TMWA), which equated to about 45,000 dwelling units that the County could serve that was not currently built. With respect to Vidler, he said they had been asked to develop the water resource, conduct long-term pumping tests to verify quantity and quality, plan and design all the pipeline facilities, have an Environmental Impact Study (EIS) performed, acquire all the necessary permits, construct all the facilities up to and including the terminal tank in Lemmon Valley, and then dedicate the facilities over to the County. He commented there was an agenda item from the August 28, 2012 County Commission meeting where Earth Knowledge would conduct an assessment, but it was pulled for insufficient data for the Board to make an informed decision on the availability of ground water to support 1,500 acre-feet, per-year development from Dry Valley and a 368.1 acre-feet, per-year development from Bedell Flat. Then there was also a question with respect to the water quality data that was obtained during a pump test in Dry Valley that indicated arsenic was present in the water. With regard to the payment for the analysis, Commissioner Hartung questioned that Robert Marshall from Intermountain Water should pay for the analysis.

Commissioner Weber thought this was the right way to move forward and believed the comments made by Commissioner Hartung regarding other projects had no relationship to other projects. She said this was an asset for the County, for Warm Springs and for Spanish Springs residents and businesses. She agreed with the suggestion of hiring the professional and the financing.

Mr. Lipparelli clarified that the funding source for this PSA could be either from the General Fund or the Contingency Fund and would be left to the discretion of the Finance Director which fund would be best suited. He reiterated that three pieces of information were needed; the amount, the person or firm, and the duration of the contract.

There was no public comment on this item.

Pursuant to the advice of Counsel, Chairman Humke moved that the County allocate an amount not to exceed \$24,500; the duration of performance be 60 days or a reasonable time; and, the person for the evaluation be Mr. Michael Turnipseed. Commissioner Weber seconded the motion.

Commissioner Weber asked if there was a possibility that Intermountain Water could retain this consultant. Chairman Humke said the form clearly stated that the County contract with a consultant. Mr. Lipparelli replied that the draft agreement did contemplate the County would employ and pay a consultant. He explained that statute mandated the County hire an appraiser and also stated, "that no purchase of real property shall be made unless the value of the same had been previously appraised and fixed by one or more competent appraisers appointed for that purpose by the county commission. The person so appointed shall be sworn to make a true appraisal thereof and to the best of their knowledge and ability." Since the County wanted the professional to be within their control in administering the contract and producing the opinion of value, he thought it was important that the County engage the consultant. However, it was possible after an agreement to acquire the asset that the owner could credit the County the amount the County spent on the appraiser against the purchase price; in effect cause the owner to retroactively pay for the appraisal. Commissioner Weber stated that was helpful and agreed with the selection of Mr. Turnipseed.

Rew Goodenow, Intermountain Water legal representative, stated that Intermountain Water Supply would be willing to reimburse the County for fees incurred in connection with the analysis subject to Counsel's direction. Commissioner Hartung said the Board had been advised to retain the professional, but Mr. Goodenow stated that his client would pay for the engineer and, if the engineer found there was a deficiency with quality and the Board did not enter into the contract, asked if the client would still pay for that analysis. Mr. Goodenow stated that was correct. He said the concern that Mr. Lipparelli articulated was that the County should engage the person that would appraise the water. He said Intermountain Water would not want to have that appraisal tainted. If Mr. Lipparelli determined that the reimbursement may be done without creating any legal issues, Intermountain Water would be willing to do that regardless of the outcome.

Mr. Lipparelli explained that was not on the agenda for discussion. He indicated this item concerned the hiring of an expert by the County. If Intermountain Water wished to step forward and propose a way to reimburse the County, the Board could consider that at a later date when it could be posted on an agenda.

The Board members all made disclosures regarding meeting or speaking with individuals concerning this item.

Mr. Lipparelli confirmed that the Board was authorizing staff to make the changes to the proposed agreement and to insert the information the Board placed in the motion, and then produce a final agreement for the Chairman's signature based on the

Board's vote. He clarified if Mr. Turnipseed signed the agreement that was presented, including his name, the amount not to exceed \$24,999 and a 60 day term, that agreement would be a binding agreement on both parties. If he did not sign the agreement, then it would return to the Board for changes.

On call for the question, the motion passed on a 4 to 0 vote with Commissioner Berkbigler absent.

13-858 AGENDA ITEM 28 - MANAGER

Agenda Subject: “Discussion and possible direction to staff regarding the Regional Shared Federal Framework initiative and Washoe County’s Federal Legislative Priorities. (All Commission Districts.)”

John Slaughter, Acting Assistant County Manager, said this item related to two issues, the discussion about the Regional Shared Federal Framework initiative and Washoe County’s Federal Legislative Priorities.

Lee Gibson, Regional Transportation Commission (RTC) Executive Director, explained that the Shared Federal Framework began as an informal discussion between the Reno-Sparks Convention and Visitors Authority (RSCVA), the RTC, the Reno-Tahoe Airport and the Flood Project. The discussion began to take a different approach on how the Congressional delegation from Nevada was dealt with and finding a way to work cooperatively with the delegation in order to reach other congressional leaders in moving toward a northern Nevada agenda. In working with the lobbyists, he said a larger group was brought together that included the City of Reno, the City of Sparks, Washoe County and Douglas County. The notion being there needed to be more dialogue at the local, regional level to help share federal priorities and he stated that a working draft document had been produced called *The Northern Nevada Shared Federal Framework*. He said a concept had emerged where a large contingency of public and private local individuals would travel to Washington D.C. to have a comprehensive meeting with key members of Nevada’s Congressional delegation, as well as members from critical committees and to break out into groups with specific representatives and specific staffers on key committees regarding priority policy areas. The groups would then share the information received and build relationships in an effort to move the State’s agenda forward. He explained that this concept was modeled from other entities around the Country to show numbers and strength with public/private cooperation. Mr. Gibson acknowledged that the RTC was very intertwined with the federal government and received monies from the Federal Highway Administration and the Federal Transit Administration, who drove about 99 percent of the RTC when it came to procurement, environmental regulations and planning regulations. He announced that he made a similar presentation to the City of Sparks, who unanimously voted to join forces with the Shared Federal Framework and would attend the meetings in Washington D.C. He noted that all the events would be in public forums.

Commissioner Weber said she was thrilled this was occurring. She said it had been a good working relationship between the County and the Cities of Reno and Sparks. She inquired if questions would be asked about items that were listed, such as the Municipal Bonds issue.

Mr. Slaughter reference the proposed Washoe County Federal Legislative Priorities Summary as noted in the staff report and said there were 14 priorities listed. He stated that Commissioner Weber had commented on number seven which stated, "*Oppose Changes to the Tax-exempt Status of Municipal Bonds for Use in Deficit Reduction.*" He said it was a broad statement for all the public entities in the County and all public entities across the nation, but it was not transferred into the working document. He mentioned that Interstate 11 (I-11) was not in the proposed document and he suggested adding that as the 15th priority since the alignment of I-11 in the northern portion of Nevada coming through Washoe County would be a priority the Board may want to consider including. He said priority Number 10 was a broad statement about the public lands bill because staff was still in flux on that issue. Commissioner Weber hoped that the priorities selected would be important to the region in determining the priorities.

Commissioner Jung suggested senior services and the Older Americans Act be included. She said there was the anticipation that the entire State would experience a rapid rise of senior citizens due to the desirability of the State. She stated that the Sierra Nevada Job Corps could possibly remain on the list because it did affect the entire region and there were 520 employees.

Chairman Humke felt that items should not be removed from the priorities list. He said the Sierra Nevada Job Corps did begin as a Washoe County entity, but had since expanded.

Mr. Slaughter added that items Number 13 and 14 were included since there may be more attention on those items due to the recent large fires occurring in the west.

Commissioner Weber noted that those were the issues that Washoe County would present. She said there would be a larger group to review the priorities, but they all needed to be sent forward.

Mr. Slaughter summarized that the 14 priorities were acceptable with some of them having the ability to expand. He said a 15th priority concerning I-11 and a 16th priority for the Older Americans Act would be added.

Chairman Humke said guidance was received during a briefing from a Nevada Department of Transportation (NDOT) representative on I-11 who opined that resolutions to the federal representatives would be helpful. He requested such a resolution be drafted for I-11 and the western route that would go through Washoe County. Mr. Slaughter stated that would be placed on a future agenda.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkgigler absent, it was ordered that the direction to staff in the above discussion be provided and that the Regional Shared Federal Framework initiative and the 16 Legislative priorities be supported.

13-859 AGENDA ITEM 29 – MANAGEMENT SERVICES

Agenda Subject: “Discussion and possible direction to staff on AB 46 of the 2013 Nevada Legislative Session, including but not limited to direction to staff to develop the appropriate ordinance(s) and Board of County Commission resolutions to implement the provisions of AB 46 of the 2013 Nevada Legislative Session. (All Commission Districts.)”

In response to the call for public comment, Lonnie Feemster said it was important that children be provided a decent environment in their schools if they were expected to respect education. He was concerned on the amount of or the lack of input the Board had received and felt there were not enough people engaged in the process. He supported the School District receiving additional funding for capital projects.

There was no action taken on this item.

3:18 p.m. The Board recessed.

6:00 p.m. The Board reconvened with Chairman Humke absent. Vice Chairperson Weber assumed the gavel.

Paul Lipparelli, Legal Counsel, advised the Board that under Nevada law, a board such as the county commission that was required to be made up entirely of elected officials, could not act with less than a majority of their membership. He said with two Commissioners absent, it would take three affirmative votes for the Board to take any action on any of the items on the evening agenda.

PUBLIC HEARINGS

13-860 AGENDA ITEM 30 – COMMUNITY SERVICES

Agenda Subject: “Second reading and adoption of an Ordinance amending the Washoe County Code at Chapter 125 (Enforcement; Remedies; Penalties) by clarifying civil code enforcement and by modifying the current regulations for the administrative enforcement of codes including removing provisions and procedures for correction notices, notices of violation and recording such notices, and withholding permit and license approval; adding provisions and procedures for stop activity orders and remediation orders, warnings, and administrative penalty notices; modifying provisions and procedures for judicial abatement, non-judicial

abatement, summary abatement, and chronic nuisance abatement; modifying the administrative hearing procedures; adding civil action procedures; adding and clarifying certain definitions; modifying administrative enforcement penalties and fees; establishing an administrative hearing office; and, modifying the administrative hearing officer procedures. Recommendations include other matters properly relating thereto. (Bill No. 1699). (All Commission Districts.) To be heard before Agenda Item #31.”

The Vice Chairperson opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Tom Noblett stated his concerns about the Nuisance Ordinance and the number of Code Enforcement Officers.

There being no one else wishing to speak, the Vice Chairperson closed the public hearing.

In response to comments made by Mr. Noblett, Commissioner Jung replied that the Fire Chief was looking into the combustibles and the Community Services Division was addressing the clearing of ditches. She noted she had requested an item about Code compliance and the health issues earlier in the meeting.

Nancy Parent, County Clerk, read the title for Ordinance No. 1518, Bill No. 1699.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Chairman Humke and Commissioner Berkbigger absent, it was ordered that Ordinance No. 1518, Bill No. 1699, entitled, **"AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 125 (ENFORCEMENT; REMEDIES; PENALTIES) BY CLARIFYING CIVIL CODE ENFORCEMENT AND BY MODIFYING THE CURRENT REGULATIONS FOR THE ADMINISTRATIVE ENFORCEMENT OF CODES INCLUDING REMOVING PROVISIONS AND PROCEDURES FOR CORRECTION NOTICES, NOTICES OF VIOLATION AND RECORDING SUCH NOTICES, AND WITHHOLDING PERMIT AND LICENSE APPROVAL; ADDING PROVISIONS AND PROCEDURES FOR STOP ACTIVITY ORDERS AND REMEDIATION ORDERS; WARNINGS, AND ADMINISTRATIVE PENALTY NOTICES; MODIFYING PROVISIONS AND PROCEDURES FOR JUDICIAL ABATEMENT, NON-JUDICIAL ABATEMENT, SUMMARY ABATEMENT, AND CHRONIC NUISANCE ABATEMENT; MODIFYING THE ADMINISTRATIVE HEARING PROCEDURES; ADDING CIVIL ACTION PROCEDURES; ADDING AND CLARIFYING CERTAIN DEFINITIONS; MODIFYING ADMINISTRATIVE ENFORCEMENT PENALTIES AND FEES; ESTABLISHING AN ADMINISTRATIVE HEARING OFFICE; AND, MODIFYING THE ADMINISTRATIVE HEARING OFFICER PROCEDURES.**

RECOMMENDATIONS INCLUDE OTHER MATTERS PROPERLY RELATING THERETO," be approved, adopted and published in accordance with NRS 244.100.

13-861 AGENDA ITEM 31 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to adopt a resolution amending the Washoe County Administrative Enforcement Fee Schedule and adopting that schedule as the Washoe County Master Administrative Enforcement Penalty and Fee Schedule, as authorized by Washoe County Code Chapter 125 (Enforcement; Remedies; Penalties), with an effective date of October 4, 2013. (All Commission Districts.) To be heard after Agenda Item #30.”

The Vice Chairperson opened the public hearing by calling on anyone wishing to speak for or against adoption of a resolution amending the Washoe County Administrative Enforcement Fee Schedule. There being no response, the hearing was closed.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke and Commissioner Berkbigler absent, it was ordered that Agenda Item 31 be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

13-862 AGENDA ITEM 32 – COMMUNITY SERVICES

Agenda Subject: “Master Plan Amendment Case Number MPA13-002 (Ridgeview Estates Development, LLC) Adopt Master Plan Amendment Case Number MPA13-002 (Ridgeview Estates Development, LLC) to amend the Tahoe Area Plan, a component of the Washoe County Master Plan. The amendment request involves the re-designation of two parcels totaling ±1.02 acres from Commercial (C) to Suburban Residential (SR). The amendment also includes administrative changes to maintain currency of general area plan data which include a revised map series with updated parcel base and updated applicable text. The property is located at 600 Crystal Peak Road and 590 Lakeshore Blvd. between Hwy 28 and Lakeshore Blvd. and is within Section 17, T16N, R18E, MDM, Washoe County, Nevada. The property is within the Incline Village/Crystal Bay Citizen Advisory Board boundary. (APNs: 122-128-13; 122-128-16); and if approved, authorize the Chair to sign a Resolution to adopt the amendment to the Tahoe Area Plan after a determination of conformance with the Tahoe Regional Plan by the Tahoe Regional Planning Agency. (Commission District 1.) To be heard before Agenda #33.”

******Agenda Items 32 and 33 were heard simultaneously.******

The Vice Chairperson opened the public hearing by calling on anyone wishing to speak for or against Master Plan Amendment Case Number MPA13-002 (Ridgeview Estates Development, LLC). There being no response, the hearing was closed.

Trevor Lloyd, Sr. Planner, said items 32 and 33 were a request to amend the Tahoe Area Master Plan to allow two parcels to be changed from a current Master Plan designation of Commercial to a suburban residential designation and to allow for a re-zoning of those two parcels from General Commercial (GC) to Medium Density Suburban (MDS). He conducted a PowerPoint presentation that included the vicinity map, the proposed Master Plan, the proposed Regulatory Zone, the site information, and the reviewing agencies. A copy of the presentation was placed on file with the Clerk.

Paul Lipparelli, Legal Counsel, noted that Agenda Items 32 and 35 were Master Plan amendments. He said there was a County Code provision that required a two-thirds vote in favor of Master Plan Amendments; however, he advised the Board that the provision of the County Code was not enforceable. He indicated there was a Nevada Supreme Court Case that invalidated county code provisions requiring super majorities on Master Plan Amendments; however, the County's Code had not been amended to reflect that change in Nevada law. He advised the Board they may approve Master Plan Amendments by a simple majority and that a two-thirds vote was not required despite that provision still being contained in the County Code. The State law that he referred to earlier was part of the Open Meeting Law and said that the Board needed a majority of the membership of the Board to take any action.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke and Commissioner Berkbigler absent, it was ordered that Agenda Item 32 be adopted. It was further ordered that the Resolution be authorized and executed after a determination of conformance with the Tahoe Regional Plan by the Tahoe Regional Planning Commission. The Resolution for same is attached hereto and made a part of the minutes thereof.

13-863 AGENDA ITEM 33 – COMMUNITY SERVICES

Agenda Subject: “Regulatory Zone Amendment Case Number RZA13-001 (Ridgeview Estates Development, LLC) – Adopt Regulatory Zone Amendment Case Number RZA13-001 (Ridgeview Estates Development, LLC) to amend the Tahoe Regulatory Zone map and becoming effective following the approval and adoption of MPA13-002 by the Washoe County Commission and conformance review of MPA13-002 by the Tahoe Regional Planning Agency. The amendment request involves changing the regulatory zoning of two parcels totaling ±1.02 acres from General Commercial (GC) to Medium Density Suburban (MDS). The property is located at 600 Crystal Peak Road and 590 Lakeshore Blvd. between Hwy 28 and Lakeshore Blvd and is within Section 17, T16N, R18E, MDM, Washoe County, Nevada. The property is within the Incline Village/Crystal Bay Citizen Advisory Board boundary. (APNs: 122-128-13; 122-128-16). (Commission District 1.) To be heard after Agenda Item #32.”

******For discussion on his item please see Agenda Item 32.******

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke and Commissioner Berkbigler absent, it was ordered that Agenda Item 33 be adopted.

13-864 AGENDA ITEM 34 – COMMUNITY SERVICES

Agenda Subject: “Appeal Case Number AX13-004 (Skyway Towers) – Consider an appeal of the Board of Adjustment’s action to deny Special Use Permit Case Number SB13-015 (Skyway Towers) request to install a 93-foot tall wireless communication tower (monopine) at 180 Design Place, in the Spanish Springs Business Park. Possible action to review one or more designs of the proposed communication facility and confirm, reverse, or modify the denial based upon interpretation of the findings required and the evidence submitted, and possible action to directly grant the special use permit with conditions. (Commission District 4.)”

The Vice Chairperson opened the public hearing by calling on anyone wishing to speak for or against Appeal Case Number AX13-004 (Skyway Towers).

Bill Whitney, Division Director, said this was an appeal of the Board of Adjustments (BOA’s) denial of a Special Use Permit (SUP) for a 93-foot tall stealth design wireless communication facility located in the Spanish Springs Industrial Park. By Code, he said the applicants were allowed to go 10-feet taller than a building height in the zoning for that area. He said the highest building that could be built in an industrial area was 65-feet, so by right, a communications tower could be built to 75-feet. He explained that the Code also provided an additional 25 percent of pole height if a stealth design was used. Mr. Whitney stated that a monopine, which would be similar to a large pine tree, was proposed as a stealth design for the tower. The BOA knew that the Spanish Springs Industrial Area did not have any pine trees and felt the monopine would not fit into the area. He indicated that the BOA also felt that the monopine did not meet the intent of stealth. Mr. Whitney indicated there were other options in the Code as to what stealth could be and what the Board could choose.

Commissioner Hartung asked if a stealth design could include painting the tower a color to match a background color. Mr. Whitney confirmed that color was part of a stealth design. He said the Code defined stealth as, “a wireless communication facilities support structure with antennas designed to blend in with the existing, physical environment and reduce visual impacts to the extent possible by virtue of being camouflaged as another common structure.” Commissioner Hartung felt that a monopole painted in a desert tan would be a stealth structure. He stated this was a perfect location in Spanish Springs to allow a monopole.

Gary Duhon, Skyway Towers representative, explained that the applicant was seeking a SUP for a 93-foot tall cell tower located in the heart of the industrial area

in Spanish Springs. He said it was needed to close a significant gap in service for Verizon Wireless®, but the opportunity was present to co-locate at least two other carriers because of the height and design of the tower. He stated it would be located in the middle of the industrial park and would be approximately 2,000 feet from the closest residential property. He explained there were three alternatives to consider: a monopine; a monopole; and, a high voltage power pole. He believed that all three alternatives met the SUP findings as well as the design requirement to be stealth. He suggested a tower to simulate a high voltage power pole along the high voltage power line located just north of the road.

Vice Chairperson Weber suggested a tan color be used for the pole.

There being no one else wishing to speak, the Vice Chairperson closed the public hearing.

The Board members disclosed that they had met individually with Mr. Duhon about this issue.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Chairman Humke and Commissioner Berkbigler absent, it was ordered that Appeal Case Number AX13-004 (Skyway Towers) be approved with a monopole painted in a desert color, the Board of Adjustment's action to deny Special Use Permit Case Number SB13-015 (Skyway Towers) be reversed and the SUP subject to the conditions stated in Attachment B to the staff report be granted. The reversal and approval of the SUP was based on the following findings of the Board:

1. **Consistency.** That the proposed use is consistent with the action programs, policies, standards and maps of the Master Plan and the Spanish Springs Area Plan;
2. **Improvements.** That adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities have been provided, the proposed improvements are properly related to existing and proposed roadways, and an adequate public facilities determination has been made in accordance with Division Seven;
3. **Site Suitability.** That the site is physically suitable for a monopole cell tower, and for the intensity of such a development;
4. **Issuance Not Detrimental.** That issuance of the permit will not be significantly detrimental to the public health, safety or welfare; injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area;
5. **Effect on Military Installation.** Issuance of the permit will not have a detrimental effect on the location, purpose or mission of the military installation;
6. That the communications facility meets all the standards of Sections 110.324.40 through 110.324.60 as determined by the Director of Planning and Development and/or his/her authorized representative;
7. That public input was considered during the public hearing review process; and,

8. That the monopole will not unduly impact the adjacent neighborhoods or the vistas and ridgelines of the County.

13-865 AGENDA ITEM 35 – COMMUNITY SERVICES

Agenda Subject: “Master Plan Amendment Case Number MPA12-001 (Village at the Peak) – To consider the Planning Commission’s report regarding the adoption of Master Plan Amendments (MPA12-001 -Village at the Peak) by the Board of County Commissioners on May 28, 2013, and take possible action to approve a resolution formally adopting the Master Plan Amendments (to be signed and effective only upon a determination that it conforms to the Regional Plan) or to modify or reverse the approval action taken on May 28. Master Plan Amendment Number MPA12-001 would amend the Spanish Springs Area Plan, (a part of the Washoe County Master Plan) to change the character statement for the Spanish Springs Area Plan to redesignate a ±39.83-acre parcel from a mix of Industrial (I), Commercial (C) and Open Space (OS) to Suburban Residential (SR) on the Master Plan Land Use map. The subject property is located north of Calle De La Plata, several hundred feet to the northeast of the intersection of Pyramid Highway and Calle De La Plata within the Spanish Springs Area Plan, APN: 534-562-07. The amendment also includes a change to the Character Statement in the Spanish Springs Area Plan to change the residential density limitations in the suburban core such that the new language of the Character Statement would state: “This suburban core includes a broad mix of non-residential uses together with single-family residential densities of up to three dwelling units per acre and Specific Plan as defined herein” (emphasis added).The amendment further amends Policy SS.1.3 of the Spanish Springs Area Plan to add “Specific Plan (for Multi-Family densities up to nine dwelling units per acre)” to the list of permitted regulatory zones. (Commission District 4.)”

The Vice Chairperson opened the public hearing by calling on anyone wishing to speak for or against Master Plan Amendment Case Number MPA12-001 (Village at the Peak).

Paul Lipparelli, Legal Counsel, said this had been returned to the Planning Commission for a report on the changes the Board of County Commissioners (BCC) had made to the absence of a recommendation from the Planning Commission on the Master Plan Amendment application. The action on the agenda contemplated the adoption of a resolution, which would approve the Master Plan Amendment from the applicant and take affect after the Master Plan Amendment was reviewed by the Regional Planning Commission for conformance with the Regional Plan. If the Board voted with at least three affirmative votes on the resolution, it would then move forward to the Regional Planning Commission for a conformance review and, if found in conformance, the resolution would constitute the BCC’s final action on this Master Plan Amendment. Mr. Lipparelli was aware that the BCC had not been unanimous in prior actions on this application, and he explained if there were not three votes in favor of the application it could not move forward. He said the BCC could consider a continuance of the action on

this application to a meeting in which there was a full Board to consider the Amendment. However, a vote to continue the item would also take an affirmative vote of all three members present, because of the Open Meeting Law provision referred to earlier.

Trevor Lloyd, Sr. Planner, explained that each of the Planning Commissioners was asked to provide testimony on whether they supported or opposed the Master Plan Amendment. He confirmed that three Planning Commissioners were in support of the Amendment and four were opposed. He noted that their testimony was included in the staff report.

In response to Vice Chairperson Weber, Mr. Lipparelli explained the Nevada law on master plans and the planning process envisioned for a planning commission. He said the law contemplated that master plan amendments began with the planning commission acting in favor and then sending the amendment forward to the governing board. He said State law did not give much guidance on what happened when the planning commission failed, by virtue of a tie vote, to take action on a master plan amendment. When this application was appealed to the BCC, the Board could not agree with the Planning Commission because a decision had not been made, which under State law required the BCC to return it back to the Planning Commission for them to have an opportunity to review the changes made by the BCC. He said the action of the BCC was to reverse what was a technical denial by the Planning Commission and approve the Master Plan Amendment. He stated that the Planning Commission provided the BCC with a report that contained statements by the members about their feelings on what the BCC did with the application. Mr. Lipparelli stated that the BCC could now decide if they wanted to make additional changes, continue on the path forward or send it back to the Planning Commission with additional changes. If the BCC approved the application for the Amendment, they could then approve the resolution.

6:48 p.m. Chairman Humke arrived during staff's presentation. Vice Chairperson Weber continued to assume the gavel.

In response to the call for public comment, the following individuals spoke **against** Master Plan Amendment Case Number MPA12-001: Denise Coverly-Paxton, David Cen, Ken Theiss, Teresa Theiss, Sandra Theiss, Ralph Theiss, Lynn Burney, Melody Chutter, Matthew Chutter, Kevin Horner, Thomas Bouce, and Dan Herman. They all claimed there was no infrastructure, the increased traffic would cause problems, the schools in the area were overcrowded, no public transportation in the area and public safety of the citizens could be jeopardized.

There being no one else wishing to speak, the Vice Chairperson closed the public hearing.

Based on his constituents and what he knew to be inconsistent with the Master Plan, Commissioner Hartung moved to deny the Master Plan Amendment. The motion failed due to a lack of a second.

Commissioner Jung commented that she toured the area in question several times and disagreed that this Amendment was incompatible with the area. She said there were a number of strip malls, restaurants and grocery stores and believed multi-family housing was essential to be placed throughout the whole valley because it was about equity and the ability for the service industry workers to enjoy the area lifestyle. She agreed there were no bus stops, but the employees in those businesses already commuted via vehicles, not the public transportation system. She stated that all the Master Plans in the valley had multi-family housing unit planning. She noted that planning staff had encouraged growth toward the north of the valley and not always toward the south end, and reminded the public that she did not support a Mount Rose Master Plan project. Commissioner Jung stated that she believed it was appropriate and supported this Master Plan Amendment, but apologized to the constituency and to Commissioner Hartung.

Chairman Humke said the Regional Transportation Commission (RTC) served populated areas and the growth of population in Spanish Springs had increased tremendously over the past two decades. He said the routes would eventually be there whether there were multi-family units or single-family homes. He stated there were future plans with the RTC to implement routes up the Pyramid Highway and explained that a master plan had to do with the nature of the population in an area. Chairman Humke said a master plan was not sacred and, based on due consideration, could be amended.

Vice Chairperson Weber agreed this was the area in which this Master Plan Amendment should and could be made. She stated she had attended meetings in the past on other issues where she had been rebutted, but believed that right was there. She supported this Amendment and, if this did pass, she asked the citizens to gather together and work with the developer.

Mr. Lipparelli explained if the Board did not take action there would be nothing official from the County that directed the plan forward to the Regional Planning Commission, and then the Board would have to act again after the Regional Planning Commission considered the amendment. If the Board acted on the resolution that was being proposed, the resolution would take effect upon, and only upon, a decision by the Regional Planning Commission that this change conformed to the Regional Plan.

Commissioner Hartung thanked the citizens for attending and for being respectful. He apologized to them and felt that he let them down. He said this was a situation where he believed the community had been envisioned to be a suburb and not an urban lifestyle. He still felt that this item was not reviewed properly and was just looking at a single project and not the entire Master Plan. He did not think the infrastructure was reviewed carefully with respect to waste or transportation and stated that the RTC was not considering bus routes for many years. He said the Spanish Springs Area Plan was adopted in September of 2010 and he did not feel this project was a proper fit for the area.

The Commissioners made disclosures to anyone they had spoken to with regard to this item.

Commissioner Hartung moved to deny the Master Plan Amendment. The motion failed due to a lack of a second.

On motion by Chairman Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung voting “no,” and Commissioner Berkbigler absent, it was ordered that the Resolution adopting Master Plan Amendment Case Number MPA12-001 be approved, effective and authorized by the Chairman only if and when the amendments were found to be in conformance with the Regional Plan by the Regional Planning Commission.

13-866 AGENDA ITEM 36

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

Vice Chairperson Weber said she had been attending meetings in regard to Interstate 11 (I-11) and shared that the route may have a more western route in Nevada. She said this had been a topic of discussion at the Shared Federal Frameworks meetings. She attended the Reno Air Races and said it was a huge success and she enjoyed being able to visit one of the pylons.

Commissioner Jung said she attended the joint conference of the Nevada Association of Counties (NACO) and the Nevada League of Cities and conducted a presentation on strategic planning for senior services. She said the Regional Job Networks had met recently and she noted that the dates may be changing for that meeting due to conflicts with other groups. She announced that she would begin a veterans council and attended the “VA Standown.” The Standown provided services for homeless veterans with different services being offered such as HIV testing, haircuts, donated leather jackets, toiletry kits being distributed and free meals just to name a few. She said there were numerous services that were available for homeless veterans and she wished that those services were more utilized.

Chairman Humke requested resolutions to the federal representatives for I-11 and the western route that would go through Washoe County.

13-867 AGENDA ITEM 37

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

There was no closed session scheduled.

13-868 AGENDA ITEM 39 – PUBLIC COMMENT

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

There was no response to the call for public comment.

* * * * * * * * * *

7:43 p.m. There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, the meeting was adjourned.

DAVID E. HUMKE, Chairman
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Stacy Gonzales, Deputy County Clerk*

RESOLUTION

A resolution requesting the assistance of the attorney general in the possible prosecution of a male over the age of 18 for alleged battery and other matters properly related thereto

WHEREAS, the Office of the District Attorney is responsible for the prosecution of certain criminal offenses which have occurred within the County of Washoe;

WHEREAS, at all times relevant to the matters discussed below Stuart Balch was an employee of the Washoe County Sheriff's Office;

WHEREAS, an investigation by the Washoe County Sheriff's Department concluded that Stuart Balch committed battery on an inmate and a prosecutor needs to evaluate the report of the investigation and consider the filing of criminal charges;

13-850

WHEREAS, the office of the district attorney is representing Stuart Balch in his capacity as an employee of the Washoe County Sheriff's Office involving unrelated claims of alleged excessive force on an inmate, and as counsel for Deputy Balch the district attorney is privy to confidential communications that may be related to the criminal allegations; and

WHEREAS, it is essential in our judicial system that the conduct of the prosecutor remains free of any appearance of conflict of interest or impropriety and if the Washoe County District Attorney's Office proceeds with the case involving Stuart Balch, there would be a conflict of interest,

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

1. That in accordance with the provisions of NRS 228.130, the Nevada Attorney General is hereby requested to assume complete responsibility for the handling of the criminal prosecution of Stuart Balch for battery on an inmate.

2. That should the Attorney General agree to assume responsibility for the handling of the aforementioned case, the Comptroller of Washoe County will, upon submission of a duly verified claim, pay from the general fund of Washoe County all expenses that the Attorney General incurs in the prosecution of said case.

[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.]

15-830

ADOPTED this 24th day of Sept., 2013, by the following vote:

AYES: David Humke, Kitty Jung, Bonnie Weber, Vaughn Hartung
NAYS: none
ABSENT: Marsha Benchiolen,
ABSTAIN: none

David Humke
David Humke, Chairman



ATTEST:
Nancy L. Parent
NANCY PARENT, County Clerk

INTERLOCAL AGREEMENT AGREEMENT:

This Interlocal Agreement, is made and entered into this 1st day of July 2013, by and between Washoe County, a political subdivision of the State of Nevada, on behalf of its Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team; the Placer County Sheriff's Office on behalf of County of Placer, hereinafter referred to as Placer County.

WITNESSETH

WHEREAS, the Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team (CARES/SART) has the ability to provide adolescent, adult and child victim sexual assault forensic examinations, as requested by other government entities; and

WHEREAS, the Placer County Sheriff's Office wishes to utilize the services of CARES/SART for examinations of victims of cases occurring within its jurisdiction; and

WHEREAS, chapter 277 of the Nevada Revised Statutes authorizes Washoe County, as a public agency, to enter into interlocal and cooperative agreements with other public agencies for the performance of governmental functions; and

WHEREAS, pursuant to California Government Code Section 26600 et seq. the Placer County Sheriff is authorized to investigate crimes and pursuant to California Government Code Section 29600 et seq. expenses necessarily incurred in the performance of said duties are proper County charges;

13-832

NOW THEREFORE, it is mutually agreed as follows:

1. Term:

The term of this Agreement shall commence on July 1, 2013 regardless of the dates set forth below, and shall remain in effect until June 30, 2015. Renewal of the Agreement beyond this term shall be subject to the mutual written approval of Washoe County, by official action of its Board of County Commissioners, and by Placer County, in accordance with the applicable governing law as set forth above.

2. Services to be provided:

Washoe County will:

- A. Provide physical space (examination room), facilities, and equipment in its facilities to perform adolescent, adult and child victim sexual assault forensic examinations as requested.

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10F31

- B. Provide qualified Sexual Assault Nurse Examiners (SANE) to perform adolescent, adult and child victim sexual assault forensic examinations as requested by Placer County Sheriff's Office.
- C. Be responsible for maintaining and ensuring the qualifications and clinical competency of SANE for adolescent, adult and child victim sexual assault forensic examinations.
- D. Maintain medical malpractice insurance.
- E. Maintain standard internal operating policies and procedures for responding to and handling CARES and SART cases.
- F. Use the California Department of Justice "Victim Sexual Assault Evidence Kit" for forensic evidence collection.
- G. Use the State of California Governor's Office of Emergency Services (OES) Forensic Medical Report Forms: OES 923 (Acute Adult/Adolescent Sexual Assault Examination), OES 925 (Non-Acute Child/Adolescent Sexual Assault Examination), and OES 930 (Acute Child/Adolescent Sexual Assault Examination) to record medical and forensic interview information and findings. This report form shall be provided to the authorizing officer/deputy or his or her designee upon being completed by the SANE.
- H. Accept the appropriate written, telephone, or electrical authorization for performance of sexual assault forensic examinations from Placer County Sheriff's Office.
- I. Provide all evidence recovered during the examination, including the SART kit and photographs, along with the original OES forms, to the agency authorizing the examination upon the agency's request without requiring a subpoena to obtain these items.
- J. Provide a victim advocate to the child, adolescent and adult victims during the examination upon request of the victim if one is unavailable from Placer County.
- K. Test for HIV, Syphilis, and other Sexually Transmitted Infections (diseases), treat for Gonorrhea, Chlamydia, and Syphilis and offer emergency contraception and prevention information to the victim/family.
- L. The SANE shall cooperate with the Placer County District Attorney in coordinating any subpoena request for witness testimony.

3. Compensation:

Washoe County shall be compensated for the services described hereunder as follows in the amount not to exceed \$15,000 annually:

- A. Adult or Child Sexual Assault Forensic Examination: \$400 per exam. Fee billed to and paid by the authorizing law enforcement agency.
- B. Expert Witness Testimony Fee: The \$300 for the first hour of any testimony and \$100 per hour for subsequent hours. The SAME/SANE will be paid roundtrip mileage at the current IRS rate. The SAME/SANE will bill the Placer County District Attorney's Office for these fees. The Placer County District Attorney's Office will pay the SAME/SANE.

Billings for services shall be sent directly to the law enforcement agency authorizing the forensic examination at the addresses listed below:

Placer County District Attorney's Office
10810 Justice Center Drive Suite 240
Roseville, CA 95678

Placer County Sheriff's Office
2929 Richardson
Auburn, CA 95603

Invoices shall be paid by the authorizing agency within 30 days of receipt. Payment shall be made to:

Washoe County District Attorney's Office
CARES/SART Program
Post Office Box 11130
Reno, NV 89520

4. Fiscal Contingencies:

The parties to this Agreement recognize and acknowledge that the Placer County District Attorney's Office and the Placer County Sheriff's Office are Offices of County of Placer, a political subdivision of the State of California. Placer County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar

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fiscal and procurement laws and regulations and may not expend funds for products; equipment or services not budgeted in a given fiscal year. It is further understood that Placer County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, Placer County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such termination, which will be no earlier than thirty (30) days after the date of the termination notice, this Agreement shall be and Placer County released from any further liability hereunder, subject to payment for services performed and deliverables provided prior to the effectiveness of such termination. In addition to the above, should the Placer County Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for the Placer County District Attorney's Office or the Placer County Sheriff's Office, this Agreement may be canceled upon 30 days written notice, subject to payment for services performed provided prior to cancellation. Notice of cancellation shall be given to the addresses set forth in paragraph 3 above.

5. Parties as Independent Contractors:

In engaging in the activities described hereunder, the parties and their officers and employees are acting in an independent capacity and not as employees or agents of each other.

6. Indemnification, Waiver of Immunity and Insurance:

To the extent permitted by law, each party shall defend, indemnify and hold the other parties harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, employees and the public, or damage to property, which are claimed to or in any way arise out of or are connected with the services, operations, performance or other acts or omissions of such party hereunder, regardless of the existence or degree of fault or negligence on the part of the other party, its subcontractors and employee(s) or any of these, except for the sole or active negligence of such other party, its officers and employees, or as expressly prescribed by statute.

Each party acknowledges that by virtue of the activities performed in the jurisdiction of the other parties pursuant to this Interlocal Agreement, it may subject itself to suit in the courts of the other state, and that in such a suit, the immunities and defenses of its own state, including any limitation on damages, may not apply.

Pursuant to sections 287.010(1)(c) and 616B.300 of the Nevada Revised Statutes, Washoe County, its officers and employees are self-insured for all purposes, including but not limited to, workman's compensation, health benefits and liability.

County of Placer is exempt from insurance requirements of the State of California and is legally self-insured. Placer County employees are covered by primary workers' compensation coverage through a pooled retention.

7. Confidentiality:

All parties shall comply with California Welfare and Institutions Code and Health Insurance Portability and Accountability Act requirements regarding confidentiality of patient information and the applicable provisions of chapters 441A and 629 of the Nevada Revised Statutes, as well as any other pertinent provision of Nevada law, while the records generated under this Agreement are located in Nevada. Additionally, the Placer County SART, and Northern Nevada CARES/SART policy on patient confidentiality will be strictly adhered to.

8. Authority:

The California agents executing this agreement on behalf of their respective agencies personally warrant that they have full authority to enter into this agreement on behalf of the entity for which they are signing, and that said agency is legally bound to the agreement by their signature hereto.

9. Amendment:

This Interlocal Agreement may be amended or modified only by written, fully executed agreement of all parties ratified in accordance with the governing law of the jurisdiction.

10. Termination:

Any party may withdraw from this Interlocal Agreement, for any reason, by providing thirty (30) days written notice to all other parties to the Agreement at the addresses set forth in paragraph 3 above.

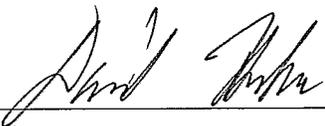
Interlocal Agreement between Placer County, CA and Washoe County, NV

11. Sole Agreement:

This Interlocal Agreement contains all the commitments and agreements of the parties, supersedes any prior agreement of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with paragraph 9 above.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE COUNTY



Signature

9-23-13

Date

David Humke

Printed Name

Chairman

Title

PLACER COUNTY



Signature

7-15-13

Date

Edward N. Bonner

Printed Name

Sheriff-Coroner-Marshal

Title

Placer County District Attorney's Office

R. S. Owens
Signature

7/24/13
Date

R. Scott Owens
Printed Name

District Attorney
Title

INTERLOCAL AGREEMENT

This Interlocal Agreement is made by and between the County of Washoe, a political subdivision of the State of Nevada, by and through the Department of Juvenile Services, hereinafter referred to as "Department" and the Nevada System of Higher Education, Department of Athletics, hereinafter referred to as "Agency."

WITNESSETH

WHEREAS, the parties are both public agencies as described in NRS Chapter 277 and are empowered to enter into interlocal agreements for any governmental service, activity or undertaking which any of the parties entering into the agreement is authorized to perform;

WHEREAS, the Department has established programs whereby certain juvenile offenders can perform community service through a work program to remove litter and weeds.

WHEREAS, the Agency would benefit from the services of the Department in removing litter and weeds.

WHEREAS, the Department and the Agency mutually desire to enter into an interlocal agreement for these purposes;

NOW, THEREFORE, the parties agree as follows:

1. The Department agrees to provide available work crews to perform litter removal, landscaping, and general cleanup at the request of the Agency. The Department agrees to provide equipment to be used by the crew for weed and litter removal. The weeds and litter removed will be placed in bags by those persons performing the services and the bags will be placed in suitable locations for pickup by Agency personnel.
2. The above-described services will be performed upon the written request of the Agency, however, the date and time the services will be performed will be at the discretion of the Department based upon available work crews.
3. The Agency will designate the location where work is to be performed, subject to the approval by the Department. The Department reserves the right to refuse to work in any location.
4. The Department shall provide for transportation for the work crews and any necessary supervisors as well as the equipment to be used by the work crews for litter and weed removal. The Agency shall be responsible for transportation of equipment and persons necessary to perform those functions that are the responsibility of the Agency.
5. The Agency agrees to conduct a hazard assessment of each work site and provide its findings to the Department prior to requesting the Department to work in that location.
6. The Agency will pay the Department, as compensation for the expenses incurred in providing the necessary supervision to the work crews, a sum of One Hundred Fifty Dollars (\$150.00) per day for each supervisor that is required. The Department will notify the Agency in advance of performing the services how many supervisors will be necessary to perform the services. Any costs associated with the Department's performance of the services will be included in the above-described compensation unless otherwise agreed upon in writing. Payment

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by the Agency will be made promptly upon receipt of billing statements. The Department will send billing statements bi-monthly. In the case of a compensation increase, the "Agency" will be notified in writing. If both parties agree to the new compensation amount, this contract will remain in full force and effect and will not have to be re approved by the Board of County Commissioners. In the event that the governing body appropriating funds for Agency fails to obligate the funds necessary to make the payments beyond Agency's then current fiscal period, this Agreement shall be terminated without penalty, charge or sanction.

7. The Department will be responsible for the conduct and actions of its employees, agents and persons the Department has a duty to direct and control. The Department, to the extent limited in accordance with NRS Chapter 41, agrees to indemnify, defend and hold harmless the Agency, its employees or agents from any claim, loss or lawsuit arising out of the performance of this Agreement resulting from the negligent or intentional acts or omissions of the Department, its employees, agents or persons the Department has a duty to direct and control unless such claim is based, in whole or in part, on any act or omission of the Agency or its employees or agents, and subject to the waiver provision of paragraph 12 of this Agreement. In the event of a claim or lawsuit against the Agency arising out of the acts or omissions of the Department, its employees agents or persons whom the Department has a duty to direct and control, the Department shall defend or resolve the claim at no expense to the Agency, or if the Department is unable to defend the Agency, the Department shall reimburse the Agency, its officers, employees and agents in defending such action at its conclusion should it be determined that the basis for the action was in fact the negligent or intentional acts or omissions of the Department, its employees, agents or persons whom the Department has a duty to direct and control.

8. The Agency acknowledges that some damage to its property may occur during the performance of the services under this Agreement, therefore, the Agency waives any claim for damage to its property as a result of the performance of such services by the Department, its employees, agents or persons the Department has a duty to direct and control unless the damage is caused by the intentional or willful acts by the Department, its employees, agents or persons whom the Department has a duty to direct and control.

9. The Agency, to the extent limited in accordance with NRS 41.0305 to NRS 41.039, agrees to indemnify, defend and hold harmless the Department, its employees, agents and persons the Department has a duty to direct and control against claims, lawsuits or losses resulting from the negligent or intentional acts or omissions, of Agency, its employees or agents. In the event of a claim or lawsuit against the Department arising out of the acts of the Agency, its employees or agents, the Agency shall defend or resolve the claim at no expense to the Department, or if the Agency is unable to defend the Department, the Agency shall reimburse the Department, its officers, employees and agents in defending such action at its conclusion should it be determined that the basis for the action was in fact the negligent or intentional acts or omissions of the Agency, its employees or agents.

10. Either party may terminate this Agreement with or without cause by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing of the notice.

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

DEPARTMENT:

Washoe County Department of Juvenile Services
P.O. Box 11130
Reno, Nevada 89520

AGENCY:

The Board of Regents of the Nevada System of Higher
Education on behalf of the University of Nevada Reno
Legacy Hall / MS 264
Reno, Nevada, 89557-0041

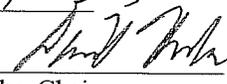
12. This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. If any provision of this Agreement shall be held or declared to be void or illegal for any reason, all other provisions of the agreement, which can be given effect without such void or illegal provision, shall remain in full force and effect.

13. This agreement may not be assigned or amended without the consent of the governing boards of the parties.

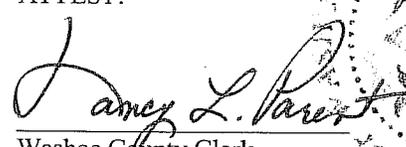
14. This Agreement shall be in effect for a period of four years beginning July 1, 2013.

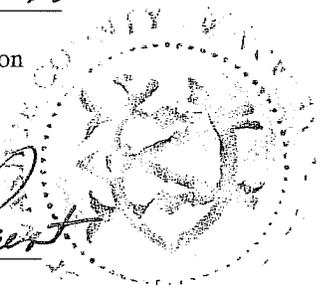
WASHOE COUNTY

Dated: 9-23-13

By: 
David Humke, Chairman
Washoe County Commission

ATTEST:


Washoe County Clerk



Board of Regents of the University of
Nevada System of Higher Education on
behalf of the University of Nevada Reno

By: _____
Keith Hackett
Associate Athletics Director/Facilities

INTERLOCAL AGREEMENT

1) PARTIES

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

2) RECITALS

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

2.2 NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any public agency, entering into the contract, is authorized to perform.

2.3 The Commission's budget for fiscal year 2013 / 2014 identifies funding for Septic System Mitigation Planning.

2.4 Chapter 531, Statutes of Nevada 2007, the Western Regional Water Commission Act, Section 42 (2), requires the Comprehensive Regional Water Management Plan to contain a Groundwater Quality element, which must include, without limitation: Compliance with standards of quality for hydrographic basins and septic tanks; and, Programs to attain protection from pollution by both concentrated and diffuse sources.

2.5 The Northern Nevada Water Planning Commission, at its regular meeting held August 7, 2013 recommended that the Commission approve the Scope of Work and Budget attached hereto as Exhibit "A", and funding from the Regional Water Management Fund ("RWMF") in an amount not to exceed \$150,000, for a study entitled: "Phase II: In-Depth Analysis of Prioritized Study Areas, Creation of Baseline Data Set,

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and Risk Assessment", ("the Project") for fiscal year 2013 / 2014, as set forth in Exhibit "A", to continue the ongoing Septic Nitrate Study.

3) **RIGHTS & DUTIES**

3.1 The County

3.1.1 The County will provide services required to conduct the Project and will submit invoices to the Commission through its Contract Administrator, for work completed on the Project under the Scope of Work and Budget attached hereto as Exhibit "A", and incorporated herein by reference. Work on the Project will progress and be completed before June 30, 2015.

3.1.2 The County will provide or contract for all services required to complete the Project.

3.1.3 The County shall, through its designated representative or Contract Administrator, provide to the Commission any information requested by the Commission's Contract Administrator, relating to any invoice submitted for payment.

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

3.1.5 RWMF monies will reimburse the County for salary, benefits, and related costs for County personnel as set forth in the Budget. The County may shift funding between line items if costs necessitate a transfer of funds.

3.1.6 All work product deliverables shall, at a minimum, be provided to the Commission as follows:

One (1) complete final printed version.

One (1) complete final electronic version of each document in the current version of Adobe Acrobat PDF file format inclusive of all

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text and graphic work product. The file shall be indexed and capable of text recognition using Adobe Reader and will be provided at a minimum resolution of 300 dots-per-inch.

One (1) copy of each deliverable element in its current native file format. Native formats for deliverables will be provided as follows: Text in Microsoft Word format; Spreadsheets in Excel format; Databases in Microsoft Access format; graphics in AutoCAD format, all native pre-modeling and post-modeling files and Geographic Information Systems data in ESRI ArcMap/ArcInfo compatible file formats. Additionally, any and all native file formats as may be specified in the Scope of Work.

3.2 The Commission

3.2.1 The Commission's Water Resources Program Manager, Jim Smitherman, is hereby designated as the Commission's Contract Administrator.

3.2.2 Upon the submission of an invoice for payment, pursuant to Paragraph 3.1.1 above, the Contract Administrator shall promptly review the invoice, request any further information or documentation required, and process the invoice for payment within thirty (30) days following his approval.

3.2.3 The Commission, at its discretion, may conduct an audit of compliance with this Agreement and the funding provided for herein, relating to performance of this Agreement, compliance with the scope of the Project, and compliance with all applicable State, Federal and local laws, policies and procedures. Such audit shall be at the Commission's expense.

3.2.4 The total amount of invoices paid pursuant to this Agreement shall not exceed the sum of \$150,000 from the RWMF. All labor charges must be consistent with rates and fees identified in the Unit Fee Schedule attached hereto as Exhibit "B".

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3.2.5 Any remaining funds after payment of authorized expenses for the Project for fiscal year 2013 / 2014 may be used by the Commission, if necessary, for Project continuation in fiscal year 2014 /2015.

3.3 Joint Rights and Responsibilities

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

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

4) **INDEMNIFICATION**

4.1 Each Party agrees to be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that Party arising from any negligent act or negligent failure to act by any of that Party's employees, agents in connection with the performance of obligations assumed pursuant to this Agreement.

4.2 Each Party further agrees, to the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), to hold harmless, indemnify and defend the other from all losses, liabilities or expenses of any nature to the person or property of another, to which the indemnified party may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees or agents of the indemnifying party in relation to this Agreement.

5) **MISCELLANEOUS PROVISIONS**

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

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

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

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

5.5 In the event the Commission fails to appropriate or budget funds for the purposes as specified in this Agreement, The County hereby consents to the termination of this Agreement. In such event, the Commission shall notify The County in writing and the Agreement will terminate on the date specified in the notice. The Parties understand that this funding out provision is required under NRS 244.320 and NRS 354.626.

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

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

18-849

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

To Commission: Jim Smitherman, Water Resources Program Manager
Western Regional Water Commission
4930 Energy Way
Reno, Nevada 89502

To County: David Solaro, Acting Director
Community Services Department
4930 Energy Way
Reno, Nevada 89502

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

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

WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

Dated this ___ day of _____, 2013

Dated this ___ day of _____, 2013

By _____
Mike Carrigan, Chairman
Western Regional Water Commission

By _____
David Humke, Chairman
Washoe County Commission

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
John B. Rhodes, Legal Counsel
Rhodes Law Offices, Ltd.

By _____
Peter C. Simeoni
Deputy District Attorney

19-849

EXHIBIT "A"

Scope of Work and Budget

**Western Regional Water Commission
Septic Nitrate Baseline Data and Risk Assessment
Study for Washoe County**

*PHASE II: IN-DEPTH ANALYSIS OF PRIORITIZED STUDY
AREAS, CREATION OF BASELINE DATA SET, AND
RISK ASSESSMENT*

July 22, 2013

Principal Investigator

Christian A. Kropf, Washoe County Community Services Department

13-847

Introduction

The Truckee Meadows Water Authority (TMWA) provides commercial and residential water service to almost 90,000 customers, and the Washoe County Community Services Department (“CSD”) provides water service to approximately 22,000 residential customers. The majority of the CSD demand and approximately 15% of TMWA demand is met with groundwater. As development intensifies, population centers expand, and water needs multiply, ever-increasing pressure is put on already stressed groundwater and surface water sources.

Along with supply pressures, groundwater and surface waters are threatened by contaminants to water quality. Possibly the largest threat to water systems nation-wide is nitrate, from both natural and anthropogenic sources ⁽¹⁾. The CSD has identified areas of water quality degradation as a result of septic tank effluent, occurring predominantly in areas with high septic tank densities. There are approximately 18,300 septic tanks in Washoe County, and at least sixteen areas that may exhibit densities high enough to pose a problem to potable groundwater supplies. In addition to high densities, other contributing factors include shallow depths to groundwater, permeable soil conditions, and proximity to sensitive receptors. These conditions are present in Spanish Springs Valley ⁽²⁾, Washoe Valley ⁽³⁾, and Lemmon Valley ⁽⁴⁾⁽⁵⁾, and have been shown to lead to water quality degradation.

In Spanish Springs Valley, fifteen years of groundwater quality monitoring have shown increasing levels of nitrate contamination in municipal wells. Almost 2,000 septic systems are located within a four square-mile area, with almost half of these systems within 2,000 feet of one or more municipal water supply wells. Two of six municipal wells in the highly developed portion of Spanish Springs Valley have nitrate-nitrogen concentrations at or approaching the maximum contaminant level (MCL) of 10 ppm nitrate-nitrogen. A 1999 U.S. Geological Survey (USGS) study suggested that increasing nitrate levels may be linked to local septic systems ⁽⁶⁾⁽⁷⁾. A recent study by the USGS and CSD found that nitrate-nitrogen concentrations of 44 mg/L from septic effluent in the densely populated portion of the valley account for approximately 30 tons of nitrogen entering the groundwater system every year ⁽²⁾. An on-going study by the CSD shows nitrate concentrations increasing to over 57 ppm in the shallow aquifer.

Using lessons learned in these areas, and especially in Spanish Springs Valley, the CSD is prepared to expand the scope of the septic effluent investigation throughout the densely populated portions of the County. By determining where shallow groundwater is at risk from nitrate contamination, managers can decide where to allocate resources for appropriate follow-up action.

13-819

Project Goals

Phase I: Prioritization of Study Areas and Assessment of Data Needs, was a paper study using available data to identify potential areas of nitrate contamination and determine data needs. The goal of the investigation described herein, *Phase II: In-Depth Analysis of Prioritized Study Areas, Creation of Baseline Data Set, and Assessment of Risk*, is to identify areas with high septic system density that are degrading groundwater quality.

Project Tasks

It is estimated that five to eight of the prioritized study areas identified in Phase I will require more in-depth analysis to determine the risk they pose to water quality. Data gaps identified in Phase I will be addressed in Phase II, and may include additional water quality analyses and water sampling, water level collection, more intense records searches for water quality data and/or geologic information, and additional database creation. In addition, groundwater gradient maps, computer modeling, and mass balance modeling will be completed for each study area to determine the septic effluent and nitrate load to groundwater. This investigation will culminate in a report and presentation, with recommendations on addressing any areas that have degraded water quality or pose a high risk for water quality degradation.

Task I – Project Planning

- Overall project planning
 - Scheduling
 - Budgeting
 - Team development and meetings

Task II – Baseline Dataset Creation

- Fill data gaps, more intense records search or field work
 - Well log database queries
 - Water quality sampling – groundwater and/or surface water
 - Water levels
 - Geology
 - Septic design review
- Public outreach to obtain volunteers for well sampling

Task III – In-Depth Analysis

- Organization and database creation
 - Data collected from Phase I
 - Additional data collected in Task II above
- Modeling
 - Groundwater gradients
 - Vadose zone modeling
 - Mass balance modeling

13-897

Task IV – Risk Assessment

- Development of tables and maps based on all data collected above
- Comparison to areas of known contamination: Spanish Springs, Lemmon Valley, Washoe Valley
- Identification of areas of potential risk

Task V – Report Preparation and Presentation

- Preparation of a report divided by Study Area and a Presentation
 - Background
 - History of septic systems in the Study Area
 - Data findings
 - Modeling results
 - Risk assessment
 - Recommendations

-
- (1) Nolan, B.T., Hitt, K.J., and Ruddy, B.C. 2002. *Probability of Nitrate Contamination of Recently Recharged Groundwaters in the Conterminous United States*: Environmental Science and Technology, v. 36, no. 10, p. 2138-2144.
- (2) Rosen, M.R., Kropf, C., and Thomas, K.A. 2006. *Quantification of the Contribution of Nitrogen from Septic Tanks to Ground Water in Spanish Springs Valley, Nevada*: U.S. Geological Survey Scientific Investigations Report 2006-5206.
- (3) McKay, W.A. and H. Zhan, 1999. *A Solute Transport Model of Nitrate Occurrence in Washoe Valley, Nevada*: Desert Research Institute Publication No. 41162, 76 p.
- (4) Widmer, M.C. and W. A. McKay, 1994. *Ground Water Contamination from Septic Effluent in a Closed Basin, Washoe County, Nevada*: Washoe County Department of Public Works, Utility Division, 64 p.
- (5) Seiler, R.L., 1996. *Methods for Identifying Sources of Nitrogen Contamination of Ground Water in Valleys in Washoe County, Nevada*: U.S. Geological Survey Open-File Report 96-461, 20 p.
- (6) Seiler, R.L., 1999. *A Chemical Signature for Ground Water Contamination by Domestic Wastewater*: Reno, University of Nevada, Ph.D. dissertation, 125 p.
- (7) Seiler, R.L., Zaugg, S.D., Thomas, J.M., and Howcroft, D.L., 1999, *Caffeine and Pharmaceuticals as Indicators of Wastewater Contamination in Wells*: Ground Water, v. 37, no. 3, p. 405-410.

13-849

Estimated Project Costs and Schedule

Task	Staff	Hours	Rate	Subtotal	Task Total	Schedule
I	Hydrogeologist	40	\$ 69.25	\$ 2,770.00	\$ 3,686.00	2 weeks
	Intern	80	\$ 11.45	\$ 916.00		
II	Hydrogeologist	200	\$ 69.25	\$ 13,850.00	\$ 78,436.20	5 weeks
	Hydrogeologist	100	\$ 69.25	\$ 6,925.00		
	Engineering	40	\$ 76.07	\$ 3,042.80		
	GIS	40	\$ 58.21	\$ 2,328.40		
	Intern	200	\$ 11.45	\$ 2,290.00		
	Lab Analytical	Not-to-Exceed		\$ 50,000.00		
III	Hydrogeologist	150	\$ 69.25	\$ 10,387.50	\$ 30,019.90	5 weeks
	Engineering	20	\$ 76.07	\$ 1,521.40		
	GIS	100	\$ 58.21	\$ 5,821.00		
	Intern	200	\$ 11.45	\$ 2,290.00		
	DRI - Modeling		Lump	\$ 10,000.00		
IV	Hydrogeologist	120	\$ 69.25	\$ 8,310.00	\$ 18,190.60	3 weeks
	Engineering	20	\$ 76.07	\$ 1,521.40		
	GIS	120	\$ 58.21	\$ 6,985.20		
	Intern	120	\$ 11.45	\$ 1,374.00		
V	Hydrogeologist	150	\$ 69.25	\$ 10,387.50	\$ 19,645.90	5 weeks
	Engineering	20	\$ 76.07	\$ 1,521.40		
	GIS	100	\$ 58.21	\$ 5,821.00		
	Intern	80	\$ 11.45	\$ 916.00		
	Materials			\$ 1,000.00		
Project Total					\$ 149,978.60	20 weeks

13-849

Notes:

1. Funds may be transferred as needed between tasks but the overall project total is a "Not to Exceed" cost.
2. Estimated project start date: November 2013
3. Estimated project duration: 12 months

EXHIBIT "B"

UNIT FEE SCHEDULE

<u>Labor</u>	<u>Unit/Hour Rate</u>
Hydrogeologist*	\$69.25
Engineer*	\$76.07
GIS*	\$58.21
Intern*	\$11.45

<u>Expenses</u>	
Materials - Not to Exceed	\$1,000.00
Mileage**	

13-847

Notes:

- * Labor rate may subject to change based on a contractual rate adjustment as negotiated per County employee collective bargaining agreements.
- ** Mileage rate based on current internal revenue service allowable reimbursement rates.

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
SIERRA FIRE PROTECTION DISTRICT
WASHOE COUNTY

**RESOLUTION ADOPTING A
FEE SCHEDULE FOR FIRE RELATED MATTERS**

WHEREAS, Washoe County is a political subdivision of the State of Nevada, and the Truckee Meadows Fire Protection District and the Sierra Fire Protection District (“the Districts”) are also political subdivisions of the State of Nevada created and operated in Washoe County, Nevada pursuant to NRS Chapter 474 as county fire districts;

WHEREAS, Washoe County is replacing and updating its fire code found at Washoe County Code Chapter 60, effective today, September 24, 2013, and both the outgoing and the new fire codes authorize the establishment of fees for certain fire related regulatory and enforcement activities, some of which fees are detailed in the outgoing fire code but not in the new fire code;

WHEREAS, NRS 474.470 empowers the Districts to adopt and enforce regulations concerning fire protection, prevention and suppression, and both Districts have enforced in their respective jurisdictions the fire code of Washoe County;

WHEREAS, both Districts and the County desire to adopt by resolution, and make uniform among them, a fire related fee schedule that repeats exactly and without change the fee schedule contained in Washoe County’s outgoing fire code referenced above, and that fee schedule is attached hereto as Exhibit “A” and incorporated herein by this reference; and

WHEREAS, the Districts have consolidated operations and the Truckee Meadows Fire Protection District is authorized to and does now perform all fire related and emergency medical services in both Districts.

NOW, THEREFORE, BE IT RESOLVED that effective immediately the Washoe County Board of Commissioners and the respective Boards of Fire Commissioners for the Truckee Meadows Fire Protection District and the Sierra Fire Protection District, do jointly hereby recognize, accept and adopt the fire related fee schedule attached hereto as Exhibit “A,” which is exactly the same as that set forth in the outgoing version of the fire code at Chapter 60 of the Washoe County Code, and authorize enforcement of this fee schedule within their respective boundaries.

13-851 and 13-126F

BE IT FURTHER RESOLVED by the Districts that Truckee Meadows Fire Protection District is hereby fully appointed and authorized to enforce this fee schedule in and on behalf of the Sierra Fire Protection District.

[Business Impact Note: All three boards hereby determine that the fees imposed hereby do currently exist in County Code Chapter 60, which is repealed today in separate action, and, therefore, new fees are not imposed hereby. The requirements of the business impact statement law at Chapter 237 of the Nevada Revised Statutes are not applicable.]

Upon motion by County Commissioner and Fire Board Commissioner

Hartung, seconded by County Commissioner and Fire Board
Chairman Humke
Commissioner, the foregoing Resolution was passed and adopted

by each jurisdiction in joint action this 24th day of Sept., 2013 by the following vote:

AYES: David Humke, Vaughn Hartung
Kitty Jung, Bonnie Weber NAYS: Ø

ABSENT: Marsha Barkbigler ABSTAIN: Ø

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
SIERRA FIRE PROTECTION DISTRICT
WASHOE COUNTY
ALL BOARDS THEREOF



David Humke
DAVID HUMKE, Chair

TMFPD FEE SCHEDULE

Occupancy Type Code:

Fee:

Assembly (Group A)

A-1 (50 to 100 Occupants)	\$50.00
A-2 (101 to 300 Occupants)	\$75.00
A-3 (300 to 10,000 Occupants)	\$5.00 for each 100
A-4 (10,000 or more occupants)	\$5.00 for each 500*

Business (Group B)

B-1 (less than 3,000 sq ft)	\$50.00
B-2 (3,001-10,000 sq ft)	\$60.00
B-3 (10,001-50,000 sq ft)	\$80.00
B-4 (50,001-100,000 sq ft)	\$90.00
B-5 (100,000 or more sq ft)	\$30.00 per 100,000*

Factory (Group F)

F-1 (less than 10,000 sq ft)	\$50.00
F-2 (10,001-20,000 sq ft)	\$60.00
F-3 (20,000 or more sq ft)	\$20.00 per 20,000*

Hazardous (Group H)

H-1 (less than 10,000 sq ft)	\$60.00
H-2 (10,001-20,000 sq ft)	\$80.00
H-3 (20,000 or more sq ft)	\$20.00 per 20,000*

Institutional (Group I)

I-1 (less than 3,000 sq ft)	\$50.00
I-2 (3,001-10,000 sq ft)	\$60.00
I-3 (10,001-50,000 sq ft)	\$80.00
I-4 (50,001-100,000 sq ft)	\$90.00
I-5 (100,000 or more sq ft)	\$30.00 per 100,000*

Group M (Mercantile)

M-1 (less than 1,500 sq ft)	\$50.00
M-2 (1,501-3,000 sq ft)	\$60.00
M-3 (3,001-6,000 sq ft)	\$80.00
M-4 (6,001-10,000 sq ft)	\$90.00
M-5 (10,000 or more sq ft)	\$20.00 per 10,000*

Group R (Residential, includes hotel, motel, apartments, etc.)

R-1 (less than 20 units)	\$50.00
R-2 (20 to 50 units)	\$60.00
R-3 (50 or more units)	\$2.00 per unit*

Group S (Storage)

S-1 (less than 25,000 sq ft)	\$50.00
S-2 (25,001-50,000 sq ft)	\$60.00
S-3 (50,001-100,000 sq ft)	\$90.00
S-4 (100,001-200,000 sq ft)	\$110.00
S-5 (200,000 or more sq ft)	\$30.00 per 100,000*

Group U (Utility)

U-1 (less than 25,000 sq ft)	\$50.00
U-2 (25,001-50,000 sq ft)	\$60.00
U-3 (50,001-100,000 sq ft)	\$90.00
U-4 (100,001-200,000 sq ft)	\$110.00
U-5 (200,000 or more sq ft)	\$30.00 per 100,000*

Casinos

C-1 (Assembly only)	Fees per group A list
C-2 (Assembly + Residential)	Combine A & R Fees

Maximum Fee for any occupancy is \$2,500

*Charge the highest fee plus the applicable extra charge to arrive at total cost of inspection

FIRE PREVENTION REINSPECTION SERVICE CHARGES:

RI-1	\$50.00
RI-2	\$100.00
RI-3	\$200.00

SPECIAL EVENT INSPECTION AND PERMIT FEES:

SE-1 (FLOOR PLAN REVIEW)	\$50.00 PER HR
SE-2 (FIELD INSPECTION)	\$100.00 + \$1.00 (PER EXHIBIT, VENDOR, SPACE, RIDE OR BOTH)
SE-3 (MOVIE PRODUCTION PERMIT)	\$150.00
SE-4 (PYROTECHNIC PERMIT)	\$200.00
SE-5 (SPECIAL USE PERMIT, TENT, OR OPEN FLAME PERMIT)	\$75.00

SPECIAL FIRE INSPECTIONS:

SI-1 (EMERGENCY APPARATUS STANDBY)	\$300.00 PER HOUR/RIG
SI-2 (SPECIAL EVENT APPARATUS STANDBY)	HOURLY ACTUAL COST OF CREW
SI-3 (WATER REMOVAL SINGLE FAMILY DWELLING)	\$50.00 PER ROOM
SI-4 (WATER REMOVAL-COMMERCIAL)	\$50.00 PER SQ FT
SI-5 (REQUEST FOR FIRE FLOW INFO)	\$25.00 PER CALL
SI-6 (FIRE FIELD FLOW TEST)	\$100.00 PER HOUR

FALSE ALARMS FEES:

FA-1 (FALSE ALARM-OCCUPANT)	\$200.00
FA-2 (FALSE ALARM-ALARM COMPANY)	\$200.00

FIRE INVESTIGATION REPORT FEES:

FI-1 (VEHICLE FIRE)	\$30.00
FI-2 (RESIDENTIAL UP TO 3 UNITS)	\$40.00
FI-3 (COMMERCIAL FIRE)	\$60.00
FI-4 (FIRE INCIDENT REPORT)	\$10.00

OPERATIONAL PERMIT FEES:

P-1 (OPERATIONAL PERMIT)	\$50.00-\$200.00
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RESOLUTION OF THE
WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING TO THE WASHOE COUNTY ADMINISTRATIVE ENFORCEMENT FEE
SCHEDULE AND ADOPTING THAT SCHEDULE AS THE WASHOE COUNTY MASTER
ADMINISTRATIVE ENFORCEMENT PENALTY AND FEE SCHEDULE AS AUTHORIZED BY
WASHOE COUNTY CODE CHAPTER 125

Whereas the Washoe County Board of County Commissioners adopted an Administrative Enforcement Fee Schedule on September 22, 2009; and,

Whereas the Washoe County Board of County Commissioners adopted amendments to the administrative enforcement sections within Washoe County Code Chapter 125 (Enforcement; Remedies; Penalties) on September 24, 2013 which are effective on October 4, 2013; and,

Whereas the ordinance changes to Washoe County Chapter 125 amend the administrative enforcement penalties and fees included in the currently adopted Administrative Enforcement Fee Schedule and change the title of the schedule to the Master Administrative Enforcement Penalty and Fee Schedule; and,

Whereas the newly adopted administrative enforcement penalties and fees do not impose, increase or change the basis for the calculation of a fee that is paid in whole or in substantial part by businesses; are not a "rule" as defined in NRS 237.060; and, therefore, no business impact statement following the provisions of NRS 237.080 through 237.100 is required for the adoption of the Master Administrative Enforcement Penalty and Fee Schedule; and,

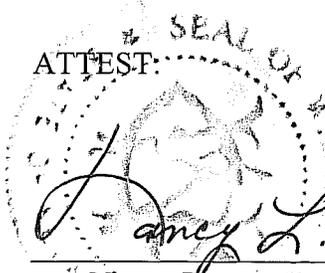
13-861

Now, therefore, be it resolved that the Washoe County Board of County Commissioners does hereby amend the Washoe County Administrative Enforcement Fee Schedule and adopt that schedule as the Washoe County Master Administrative Enforcement Penalty and Fee Schedule, as shown in Attachment A to this resolution, with an effective date of October 4, 2013.

ADOPTED on September 24, 2013.

WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS

ATTEST:


Nancy L. Parent

Nancy Parent, County Clerk

David Humke

David Humke, Chairman



Washoe County
**Master Administrative Enforcement
Penalty and Fee Schedule**

Washoe County Code Chapter 125

Effective October 4, 2013

Administrative Penalty (see notes 1 & 2)	Penalty
First administrative penalty	\$100.00
Second administrative penalty	\$200.00
Third or subsequent administrative penalty	\$400.00

Civil Abatement Penalty (see note 3)	Penalty
First 30 days	\$100.00 per day
Subsequent days (31 st day through 45 th day)	\$500.00 per day
Maximum cumulative penalty	\$10,000.00

Chronic Nuisance Civil Penalty (see note 4)	Penalty (no more than)
Residential property	\$500.00 per day
Nonresidential property	\$750.00 per day

Collections Fee	\$50.00
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Administrative Action Fee	Fee
Second or subsequent re-inspection of a property found to remain in violation of Washoe County Code	\$25.00
Recording a Notice of Lien	\$19.00
Releasing a Notice of Lien	\$19.00
Personal or posted service or any notice or lien by a Washoe County enforcement official	\$25.00
Mailed service of any notice or lien sent through certified mail, postage prepaid, with return receipt requested	\$5.00
Request for an Administrative Hearing	\$50.00

Notes:

1. There is no administrative penalty associated with a warning issued pursuant to WCC Section 125.160.
2. Pursuant to WCC Section 125.160(5), Washoe County will accept one-half of the administrative penalty amount as payment in full if received within 30 days of service of the administrative penalty notice.
3. Civil abatement penalty levied only in a non-judicial nuisance abatement case [authorized pursuant to NRS 244.3605(2)(d)].
4. Chronic nuisance civil penalty levied pursuant to a Court order in a chronic nuisance abatement case [authorized pursuant to NRS 244.3603(3)(a)].



WASHOE COUNTY COMMISSION

1001 E. 9th Street
P.O. Box 11130
Reno, Nevada 89520
(775) 328-2005

**RESOLUTION
ADOPTING THE AMENDMENT TO THE SPANISH SPRINGS AREA PLAN (MPA12-001),
A PART OF THE WASHOE COUNTY MASTER PLAN**

WHEREAS,

A. Sections 278.150, 278.170 and 278.210, Nevada Revised Statutes, specify that the Washoe County Planning Commission may prepare, adopt and amend a master plan for all or any part of the County, subject to County Commission approval.

B. Developer Sugar Loaf, LLC, applied to the Planning Commission for approval of the proposed amendments to the Spanish Springs Area Plan and public hearings on the adoption of the proposed amendments were held on November 5, and December 4, 2012, by the Planning Commission.

C. On December 4, 2012, the Washoe County Planning Commission considered a motion to deny the proposed amendments, but the motion failed on a tie vote and, at the request of Developer, the Planning Commission took no further action on the proposed amendments.

D. Pursuant to WCC Section 110.820.30, the Developer timely appealed the Planning Commission's non-action to this Board, who timely scheduled the appeal for a public hearing, and public hearings were timely scheduled and held on February 12, March 26, April 23, and May 28, 2013, by this Board. At the public hearing on May 28, 2013, this Board considered the record on appeal of the proceedings before the Planning Commission, new materials submitted at the public hearing and heard extensive testimony by the Developer, Staff, and members of the public. Following the public hearing, this Board deliberated and voted 4 – 1 to overturn the Planning Commission and adopt the proposed amendments to the Spanish Springs Area Plan. The approval was based on this Board's interpretation and adoption of 16 findings listed in the Washoe County Code Section 110.820.15 and in Paragraphs 17.1 and 17.2 of the Spanish Springs Area Plan. Those findings are reflected in the minutes of the meeting on May 28, 2013.

E. As the action taken by this Board was to amend the master plan in a way that was not proposed by the Planning Commission, under NRS 278.220 (4), and WCC Section 110.820 (c) (3), the proposed adoption was sent to the Planning Commission for a report. On August 6, 2013, the Planning Commission met and provided a report.

F. On September 24, 2013, this Board held a public hearing and considered the report and decided to move forward with the master plan amendments under a resolution that would be effective and signed by the Chairman if and when the proposed amendments are found to be in conformance with the regional plan as required by NRS 278.0282.

G. A conformance determination has been made as required by NRS 278.0282.

13-8265

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, NEVADA, that the Board does hereby adopt and endorse amendments to the character statement (as provided in Exhibit A), Policy SS.1.3 (as provided in Exhibit B), and the Map (as provided in Exhibit C) of the Spanish Springs Area Plan as attached hereto.

ADOPTED this ____ day of _____, 201__.

WASHOE COUNTY COMMISSION

David Humke, Chairman

ATTEST:

Nancy Parent, County Clerk

This resolution will be signed after the amendments were found to be in conformance - check CTR's or with department.

13-825

EXHIBIT A

Amendment to the Character Statement of the Spanish Springs Area Plan

The Spanish Springs community is located in the scenic Spanish Springs Valley, along the northern border of the City of Sparks. Over time, the community has evolved from its roots in ranching, agriculture and mining into an area of mixed land uses. Over the next 20 years, the community will provide a range of employment opportunities and a more limited, but still mixed, range of residential opportunities. Over this period, the distribution of land uses and the provision of public facilities and infrastructure will preserve and facilitate a community character that merges Spanish Springs' scenic, low-density, rural and western heritage with suburban residential, employment and commercial opportunities. Increasing employment opportunities will make it possible for more Spanish Springs residents to chose to work close to home, while an efficient Regional Transportation System will provide substantial and efficient links to the greater region.

The existing and desired land use pattern in the Spanish Springs planning area is discussed in the following text. A distinct suburban core is, and will continue to be, concentrated along Pyramid Highway. This suburban core includes a broad mix of non-residential uses together with single-family residential densities of up to three dwelling units per acre and Specific Plan as defined herein. These suburban land uses are located predominately, but not exclusively, on the west side of Pyramid Highway. Outside the suburban core, a transition to a more rural character occurs. This transition occurs most rapidly in the west as elevation increases along the western slopes of the Spanish Springs Valley. To the north and east, the transition to rural stretches out into the valley and includes lower density, suburban residential opportunities (one- to five-acre parcels). The area outside the suburban core and transition area is predominately of a rural character with rural residential densities (five plus acre parcels) and agricultural land uses. Aggregate mining is a significant component of the local landscape and is found in both the suburban and rural areas. To the south is the heavily suburbanized northern portion of the City of Sparks.

13-865

EXHIBIT B

Amendment to Policy SS.1.3 Spanish Springs Area Plan

SS.1.3 The following Regulatory Zones are permitted within the Spanish Springs Suburban Character Management Area:

- a. High Density Rural (HDR – One unit per 2.5 acres).
- b. Low Density Suburban (LDS – One unit per acre).
- c. Medium Density Suburban (MDS – Three units per acre).
- d. High Density Suburban (HDS limited to the areas designated HDS prior to August 17, 2004)
- e. Neighborhood Commercial/Office (NC).
- f. General Commercial (GC) – GC limited to the areas designated GC prior to August 17, 2004.
- g. Industrial (I).
- h. Public/Semi-Public Facilities (PSP).
- i. Parks and Recreation (PR).
- j. General Rural (GR).
- k. Open Space (OS).
- l. Medium Density Rural (MDR – One unit per 5 acres).
- m. Specific Plan (for multi-family densities up to nine dwelling units per acre)

13-865

Modify or reverse adoption of Master Plan Amendments.

Should the Board decide to modify or reverse its decision to adopt MPA 12-001 (Village at the Peak) on May 28, 2013, a possible motion would be:

“Move to reverse and nullify the decision made on May 28 and deny the adoption of Master Plan Amendment Case Number MPA12-001.”

13-865