

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

TUESDAY

8:30 A.M.

NOVEMBER 12, 2014

PRESENT:

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

**Nancy Parent, County Clerk**  
**John Slaughter, County Manager**  
**Paul Lipparelli, Legal Counsel**

The Washoe County Board of Commissioners convened at 8:37 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:

**14-0963      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.”

Cliff Low noted the Canvass of last week’s votes in the General Election was on today’s agenda. He said many of the contests were decided by big margins, while some were decided by very small margins. He stated there were somewhat vague reports in the media about a potential irregularity involving perhaps a couple thousand votes. He said a thousand votes made for some winners and in many cases much fewer votes meant a candidate was unsuccessful. He said given some of the margins, he hoped the Commission would encourage the Registrar to talk about the issue.

Jeff Church discussed his family’s military service. He said the web site, RenoPublicSafety.org, dealt mainly with the City of Reno’s financial situation, but it also dealt with Washoe County. He felt Washoe County was well run and served as an example of how to do things right. He said his one issue was the City of Reno owed the County \$1.4 million per year for crime lab services, and \$8 million was past due. He stated the County either needed to get that money or not provide the services, especially since the City of Reno was suing the County for fire services. He said \$1.4 million could

do a lot towards putting Deputies in Incline Village and elsewhere in the County, along with providing other services. A copy of his handout was placed on file with the Clerk.

Donald Kaplan noted he was a WWII veteran. He requested the Commission authorize a recount of the votes for Assembly District (AD) 26, because he did not feel he should be represented in the Assembly by anyone who won by 11 votes. He believed the 2 percent sampling would not prove whether or not the count was correct.

Gary Duarte said he was the Director of the U.S. Nuclear Energy Foundation, and a couple of months ago letters were written to the Commissioners indicating eight rural counties in Nevada supported the technical completion of the Yucca Mountain application process. He felt it was disrespectful that this Commission was approached with something like this and appeared they were not interested in listening to the grass roots people. He said this was a nonprofit foundation and had hundreds of supporters nationwide in the science and engineering fields, which should at least warrant some type of response. He stated this was a nationwide issue based on science and engineering and it should not be determined by politics. He said the Commissioners were being asked to look at the material, because the Yucca Mountain facility would be a \$90 billion public-works project that would be important to the State.

**8:45 a.m.** Chairman Humke left the meeting and Vice Chairperson Weber assumed the gavel.

Ken Koeppel congratulated the Commissioners who won their elections and said it was a shame to lose Commissioner Weber. He requested a recount of the votes cast for AD 26 due to the race being so close. He said in most cases across the nation, when a race was that close a recount would take place automatically. He complimented the Registrar of Voter's staff and said it was a delight to sit with them last week to observe the process.

Levi Hooper said he had been attending the Reno Area Alliance for the Homeless meetings to relate his experiences. He stated the Point-in-Time meetings provided counseling for the homeless, and he had been offering any assistance he could. He thanked the Commissioners for their help in getting him the job.

Cathy Brandhorst spoke about issues of concern to herself.

Alex Christopher asked for a recount of the votes cast in AD 26.

Sam Dehne spoke about the manipulation of the General Election results by the news media.

Gary Schmidt offered his congratulations and condolences where appropriate to the Commissioners. He said he had been in business since 1968 for himself and was on the Board of the Nevada Republican Assembly where he was elected to Chair

the Campaign and Elections Committee. He stated the press noted there had been a problem with absentee balloting. He said he made a public records request regarding how the problem was resolved, but those records had not yet been provided. He requested the Commission not approve the Canvass at this time, because it had not been disclosed how that problem was resolved. He felt there needed to be a public report and discussion regarding what happened. He said because of his computer background, he was aware that when there was one error there were often additional errors. He stated there needed to be more information on how the absentee ballots were retrieved and transferred to the main computer. He said for that reason there should be a total recount paid for by the County.

Carole Fineberg said most states did an automatic recount when the difference in the votes cast was under a certain percentage, and .0005 was the difference in the total votes cast. She urged the Commission to consider doing a recount of at least AD 26 or of the whole election based on the glitch in the system on election night.

Vice Chairperson Weber said there would be a presentation and discussion regarding the General Election during Agenda Item 5, and she hoped everyone would stay and listen to the discussion.

**14-0964      AGENDA ITEM 4 – ANNOUNCEMENTS**

**Agenda Subject: “Commissioners’/Manager’s announcements, reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to. Requests for information, topics for future agendas 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.)”**

**9:03 a.m.**      Chairman Humke returned to the meeting.

John Slaughter, County Manager, said Regional Animal Services was sponsoring a public reception tomorrow night, so the public could meet the candidates for the Regional Animal Services’ Director.

Mr. Slaughter advised the State Public Health Division released information about the medical marijuana establishments (MMEs). He said the County was in discussion with the State about getting as much information as possible about the selection of the provisional licenses for the MMEs. He said a briefing would be presented to the Board at the December 9th meeting.

Commissioner Hartung stated he walked in the Veteran’s Day Parade, and he thanked those who attended. He said it was a pleasure to honor the Veterans.

Commissioner Jung requested further clarification about MMEs. She asked if a staff point person and an attorney could be assigned to answer questions from

the Commissioners or their constituents, because questions had come up about the State laws regulating monopolies. She stated she needed to know who she could contact to get an issue clarified. She asked that any clarifications be sent to all of the Commissioners, because they would probably be getting similar questions. She said the process was highly competitive and the Commission decided not to politicize it, but instead to have the State make the decisions based on the credibility and performance of the applicant. She stated she was concerned about getting drawn into arguments that did not belong with the Commission, but she wanted to be able to provide clarification or at least have the ability to send someone to a subject matter expert.

Commissioner Jung said the Community Assistance Center's Transitional Governing Board met and was working on a plan to provide emergency shelter for the homeless during the winter when the temperatures dropped below freezing, so it would not be necessary to get emergency funding every winter. She stated homeless people were carrying an electronic benefits card, which kept track of the services they had. She said that helped to project what services the people did and did not use, which would help during the budget planning process and during the preparation of the new Request for Proposal (RFP). She believed there should be some sort of cell-phone application that could be used to push information to a cell phone, such as appointment and job interview reminders, because most homeless people had cell phones so they could be contacted if they were looking for a job. She said there was a federal mandate that required working towards permanent housing for the homeless, and she would like to get any feedback the Commissioners might have on doing that.

Commissioner Jung advised the District Health Officer, Kevin Dick, was awarded a five percent increase during his review. She said he was not a physician, but was chosen because he was a great administrator, and the Health District was many things besides being a clinic. She stated the District Board of Health would be paying for courses designed to help him understand the medical perspective when people from the Center for Disease Control (CDC) were speaking about health issues.

Chairman Humke stated next week's Nevada Association of Counties (NACo) annual meeting in Ely, Nevada was being hosted by White Pine, Eureka, Lincoln, and Esmeralda Counties. He said he would be speaking on the legislative panel, which dealt mostly with legislation at the State level. He congratulated Assemblyman and Speaker Designate Ira Hansen and Senate Majority Leader Designate Michael Roberson, for being named to those posts. He said it would be an interesting session due to a lot of people not being reelected, but it was good for the process to have new people in the Legislature.

Commissioner Berkbigler thanked Levi Hooper for being the Board's ears on the ground as far as the homeless situation went, because sometimes it helped to have someone out there to bring the Board information about what was going on.

Commissioner Berkbigler requested staff arrange a meeting to have those people certified to have an MME in Washoe County come before the Board to make a

presentation. She said she was extremely frustrated because the Commissioners were being contacted by their constituents, and she did not know how to answer their questions. She stated she had concerns about the entire appointment process and where the dispensaries would be located. She said this issue needed to be resolved to move things forward.

Commissioner Berkgigler said she also walked in the Veteran's Day Parade, and it was amazing how many WWII Veterans were present. She stated it was wonderful to be able to thank the veterans for their service. Vice Chairperson Weber said this was the 16th year of holding the Veteran's Parade in Reno, and she felt it was awesome the City of Reno held this event.

Vice Chairperson Weber thanked Commissioner Jung for her Nevada Legislative Subcommittee report on Nevada's elder issues, which was available online at the Aging and Disability Services Division's web site.

Vice Chairperson Weber said at the last NACo meeting, a handbook was provided by NACo that discussed ethics and Nevada's Open Meeting Law. She stated a copy would be provided to all of the current and newly elected Commissioners.

**9:20 a.m.** Chairman Humke assumed the gavel.

**14-0965 AGENDA ITEM 5 – REGISTRAR OF VOTERS**

**Agenda Subject:** “Declaration of Canvass of Vote and Order for 2014 General Election--Registrar of Voters. (All Commission Districts.)”

Luanne Cutler, Registrar of Voters, said the Commissioners were provided a disc containing the Election Abstract from the General Election, which listed the precinct-by-precinct results. She said that could not be released to the public until the General Election was declared official. She stated a copy of the Election Summary report was attached to the staff report along with a fact sheet about the General Election. She said the fact sheet noted 10,225 voters cast absentee ballots, while the Election Summary put the count at 10,266. She stated that difference was due to the Congressional District 2 provisional ballots that were cast since Election Day. She said the provisional ballots were paper ballots, which was why they were reflected in the absentee reporting.

Ms. Cutler introduced Greg Neuweiler, Election Certification Accuracy Board Chairman, and noted he would be speaking about the post-election audit of the Voter Verified Paper Audit Trail (VVPAT).

Mr. Neuweiler discussed his background and introduced two of the members of the Certification Board present: Jean Stoess and Bob Legoy. He said the remaining member, Steve Davidek was not present. He stated the Certification Board had done over 23 elections.

Mr. Neuweiler said the staff report contained the VVPAT Audit report, which showed the 27 precincts that were randomly polled through a double-blind test. He said the five-digit number in front of the precinct was the number of the memory card. He stated the NRS required a minimum of 20 precincts or 2 percent to be polled, whichever was greater. He said the Certification Board always did more than the State's minimum. He stated a request was made to sample more cartridges from AD 26, which was granted by Ms. Cutler and resulted in a total of 27 precincts being polled. He said there were seven observers present on Certification Day and all of their questions were answered, so they left content. He stated the Certification Board's members could not do their jobs without the support and help of Ms. Cutler's staff. He said he could attest that not one vote was lost during this election and they balanced on every vote cast and in the cartridges.

Mr. Neuweiler stated John Slaughter, County Manager, suggested the Certification Board take the Commission through the actual process used for certifying an election, which would help everyone understand the process and to get a feel for how accurate the process was.

Ms. Cutler reviewed her PowerPoint presentation highlighting some fast facts about the General Election, a photo of some of the poll workers, the detour on Election Night, the results upload, post-Election items, what was next, and the possible recount.

Ms. Cutler said reporting of the results did not begin until well after 8:00 p.m. because people were still in line in Lyon County and Clark County.

Ms. Cutler said the six people in the Registrar's Office could not put on the elections by themselves. She stated it also took the volunteers, the temporary employees, and the staff of many departments to conduct an election.

Ms. Cutler said an error message was received that had never been seen before when the absentee voting results were being uploaded into the main server. She stated Brian Takemoto, Sr. Business Systems Analyst and the Registrar's IT expert, along with the vendor's software technician, accessed the backup information, loaded it so it could be put into the main server, and upload the results. She advised there was never any doubt about whether or not all of the absentee ballots were counted. She stated there were more systems of redundancy in elections than most people could imagine. She said both the absentee ballots' envelopes and the absentee ballots were counted by hand, and then they were counted again before they went through the counting machine. She advised it was not the counting machine that created the error, but was one of the two servers. She said this error had not been encountered before, so they were not sure how to get the results from point A to point B. She stated Mr. Takemoto and the vendor's technician were able to access the backup data and upload it. She stated the numbers were exactly 10,225, and that number never varied from the beginning of the evening to the very end of the evening. She said instances just like this were the reason there were backups.

Ms. Cutler said the VVPAT audit found no errors, which meant there were no differences between the paper printout the voter verified and the count recorded by the machine for that voter. She stated the final Abstract was compiled and printed and the voting history was posted for everyone who voted in the General Election.

Ms. Cutler advised there might be a request for a recount for AD 26 due to the 11 vote difference being a very narrow margin. She said she was supplying Lisa Krasner with information that would help her make an informed decision on whether or not to move forward with requesting a recount. She stated the formal demand for a recount could be made after the completion of this Canvass and up until Monday at 5:00 p.m. She said per Nevada Revised Statute (NRS) 293.403, the candidate must submit the demand for a recount, which should include a list of the precincts to be recounted and would be five percent of the total number, which was seven precincts for AD 26. She stated she provided Ms. Krasner with the estimate of the cost of doing the recount and a deposit would be required when she submitted the formal demand for the recount. She said if the recount resulted in overturning the results, Ms. Krasner's money would be refunded. If not, then the bill would be tallied at the end of the process and she would either be invoiced for an additional amount or refunded any overage. She advised if a recount request was submitted, the Registrar's Office had five days to start the process and five days to complete it.

Chairman Humke congratulated Ms. Cutler on running a relatively efficient and clean election. He thanked her staff of six, the itinerant staff, the volunteers, and the County employees who volunteered for their efforts. Ms. Cutler introduced her staff members and spoke about their roles. Those employees were: Cate Salim, Heather Carmen, Sara Warr, Deanna Spikula, and April DeLong, who was not present. She introduced Mr. Takemoto and stated the Recorder's Office could not get along without his help. She also introduced Herbert Kaplan, Deputy District Attorney, who provided legal counsel when necessary.

Commissioner Hartung asked if Randy Kirner could ask for a recount if a difference was found. Ms. Cutler said she understood once a District was recounted, it could not be recounted again. Paul Lipparelli, Legal Counsel, said there was no statutory provision for doing a recount of a recount, and Mr. Kirner would have to go to court to seek redress if he thought there were irregularities in the process. Commissioner Hartung asked if there was any precedent for the County asking for a recount or was it just not allowed. Mr. Lipparelli stated the right to request a recount was given to the defeated candidate, and the statute did not provide for anyone else to request a recount. He said it would be illogical for a County to seek a recount of its own count of the election. He stated without a statutory basis for doing it over again, the County might risk more legal peril by seeking to recount an election it did not have authority to recount than it would in allowing a person with the right to do that to make that decision.

Commissioner Weber asked what the cost to Ms. Krasner would be to do a recount of AD 26. Ms. Cutler replied the cost would be approximately \$2,000 due to the necessity of having vendor support on site, but there would be no staff costs involved.

Commissioner Weber said there had been numerous recounts over the years, and had there ever been one that resulted in the numbers changing. Ms. Cutler replied she had not seen that happen in Washoe County. Commissioner Weber asked about the recount in 2000 or 2002. Mr. Neuweiler said he was a part of that recount, and he recalled the numbers did not change.

Commissioner Weber felt it would be important to discuss whether the County could ask for any sort of NRS change through the Legislature where a percentage or a difference in the vote count could trigger a recount. Ms. Cutler replied a number of states had an automatic recount provision in statute, and at least two other Nevada counties were facing the same situation. She stated there could be an appetite for seeking a change.

Commissioner Weber stated \$2,000 was a lot of money just because vendor support was needed, and she asked what the process involved. Ms. Cutler reiterated the process by which a defeated candidate could request a recount. She said if a recount was to be done, all of the cartridges would be pulled that contained the requested precincts as well as all of the early voting cartridges. She stated they would be re-uploaded in the system's post-election mode. She said also all of the absentee ballots and the original ballots that had been duplicated would be pulled and rerun through the machine. She advised the process would be open to observers.

Commissioner Weber encouraged the candidate to move forward with the recount, because she felt she owed it to the people who voted for her due to the vote being so close. She said everyone who worked on the General Election did an excellent job, and she felt the County had the best process in the State. She stated she believed the Registrar of Voter's Office was very transparent, and she hoped those supporting the recount would be a part of the process.

Chairman Humke asked what statutory provision would take a recount from a five percent sampling to a 100 percent recount. Ms. Cutler believed a variance of 1 percent would trigger a full recount. Chairman Humke noted that would be a decision that would be made after consulting legal counsel. Ms. Cutler replied that was correct.

Chairman Humke asked if the voting trend Ms. Cutler reported would continue or did it have more to do with the properties of this General Election. Ms. Cutler said the voter turnout seemed a little curious. She stated the 2012 General Election was a perfect example of what it was believed the trend was. She said in Clark County the trend was normally double the number of people voted early as opposed to voting on Election Day. She stated that was why the last minute uptick on Election Day surprised everyone.

Chairman Humke said early voting increased every election as a percentage of the total votes cast. Ms. Cutler replied that was true. Chairman Humke asked if the absentee ballots had remained the same. Ms. Cutler said the number of absentee ballots went down as early voting became more popular. Chairman Humke asked if absentee ballots included active-duty military, and he asked what that percentage

was. Ms. Cutler said she did not know what that percentage was offhand. She said when the Office got a request from someone who was in the military or overseas, staff dropped everything else they were doing to make sure that person got a ballot. She stated their ballots could be submitted via e-mail or through a new system in the Secretary of State's Office that allowed them to mark a ballot without having to mark the ballot, scan it, and e-mail it to the Registrar's Office. She said that was important because many active-duty military might not have access to printers and scanners, and she felt that new system would service those voters very well. She said those voters were allowed to submit their ballots through 7:00 p.m. on Election Day, and she was certain every one of those ballots were counted.

Chairman Humke said there were people obtaining signatures on petitions, and he felt their being located just outside a polling location meant they stood a better chance of finding a registered voter, and he asked if that caused any hassle. Ms. Cutler said it was a little alarming to some people and some of the signature gatherers were a little more aggressive than others, but they did stay outside of the 100-foot marker once they were told to do so.

Commissioner Hartung asked Mr. Takemoto to explain the issue with uploading the absentee ballots. Mr. Takemoto said there were two servers on the back end of the absentee-balloting system and everything written to the first server was written to the second server. He stated there were several levels of redundancy in the system so, if there was a complete breakdown of the first server, the second server would continue running. He said it appeared what happened on the first server was the data file that accumulated the data had a problem. He stated the systems were shut down, and he and the vendor's software technician started reviewing the options available. He stated there were several backups taken on both servers throughout the day, as well as the occurrence of automatic backups in a redundant fashion, which meant writing to both servers at the same time. He said something appeared to have happened to the first file, so they reviewed what was on the second server as well as the current backups, and found there were intact files, which they were able to load. He stated when the file was exported from the first server, it was exported in a format it was unhappy with. He said they did have the complete data and were able to re-export it using the backup files with 100 percent of the 10,225 votes. He stated they knew that number before going into it and they were able to verify the file had the complete set with the complete number. He said the vendor's software technician assisted with double-checking to make sure everything was correct, while he was double-checking the vendor to make sure everything appeared to be legitimate. He stated the file was reloaded and everything went from there. Commissioner Hartung thanked Mr. Takemoto and said that was a great explanation.

In response to the call for public comment, Sam Dehne spoke about the media trying to manipulate the elections, especially the City of Reno's mayoral race. He noted the Sequoia Voting Machines were outlawed years ago in California, they should be gotten rid of here, and we should return to using paper ballots due to computers getting hacked and getting viruses.

Gary Schmidt said he supported using paper ballots because the machines could be hacked. He noted one of the biggest problems of the software being proprietary was no one could go in to see what the software did and meant there could not be a fair election under that parameter. He stated Mr. Takemoto said three times that it “appears...” He said he did not want the election to “appear” to be anything, but wanted it to be absolute. He believed the Canvass should not be certified until the vendor corrected the error and the absentee-ballot count was redone starting from square one. He said if that was not done, we would have what “appeared” to be a valid election.

David O’Marra stated he had been involved in all of the elections for the last 10 years as an attorney. He said he was impressed with Washoe County’s Registrar of Voters and the Board should be proud of this Registrar. He asked the Board to approve the Canvass. He stated there were a lot of people asking the Board to not approve the Canvass and to do certain things that the law did not allow. He said approving the Canvass was what the law required and then the law allowed for a candidate to seek relief through the system. He stated the General Election was well run by the Registrar of Voters and there were observers watching everything through the entire process.

Gary Duarte asked if there were any changes in the number of votes during the recount done 10 years ago and what that number was. Commissioner Weber asked Mr. Neuweiler if he could answer that question. Mr. Neuweiler replied he did not remember due to it being too long ago.

Commissioner Berkbigler said staff did a superb job of showing there was not a broad-based problem, and the Board needed to move forward with approving the Canvass.

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

**14-0966      AGENDA ITEM 6 – PROCLAMATION**

**Agenda Subject: “Proclamation--November 10-15, 2014 is designated as Northern Nevada Flood Awareness Week.”**

Commissioner Hartung said the area was in a drought, but even so it was not a matter of if the community would flood, but when. He read and presented the Proclamation to Kimble Corbridge, Washoe County Flood Plain Manager. Mr. Corbridge said it had been found that all droughts usually ended with a flood and now was the perfect time to prepare for one. He stated several brochures, pamphlets, and a children’s workbook were available in the Community Services Department’s Engineering Division. A copy of the brochures, pamphlets, and workbook were placed on file with the Clerk. He said everyone needed a 72-hour kit and needed to be prepared for floods and possible evacuation.

**10:37 a.m.**      Commissioner Weber left the meeting.

In response to the call for public comment, Sam Dehne discussed Flood Awareness Week.

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

**10:38 a.m.** Commissioner Weber returned to the meeting.

**CONSENT AGENDA – ITEMS 7A THROUGH 7G**

**14-0967 AGENDA ITEM 7A**

**Agenda Subject:** “Approve minutes for the Board of County Commissioners’ September 23, 2014 meeting.”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7A be approved.

**14-0968 AGENDA ITEM 7B – DISTRICT ATTORNEY**

**Agenda Subject:** “Approve payments [\$16,418.32] to vendors for assistance of 95 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons--District Attorney. (All Commission Districts.)”

Commissioner Weber said she had been concerned because the numbers had gone up so much, and she asked the Manager to find out what the situation was. She stated she was informed the numbers were for two months, which was why the numbers were higher than normal. Chairman Humke stated sexual assault was a highly underreported crime, because it was hard for the victims to come forward.

Chairman Humke suggested having a presentation on Nevada Revised Statute (NRS) 217 for the new Commissioners.

In response to the call for public comment, Cathy Brandhorst spoke about this matter and the issue of not having insurance.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7B be approved and authorized.

**14-0969      AGENDA ITEM 7C – LIBRARY**

**Agenda Subject:** “Approve State Collection Development funds from the State of Nevada [\$6,929, no local match required] for a retroactive term from October 1, 2014 through June 30, 2015, for the augmentation of Library Collections; direct the Comptroller’s Office to make the necessary budget adjustments and authorize the Director to sign the grant award document--Library. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7C be approved, directed, and authorized.

**14-0970      AGENDA ITEM 7D(1) – COMMUNITY SERVICES**

**Agenda Subject:** “Approve the State of Nevada Manufacturer’s Brew Pub License, with recommendations contained in the staff report, for CMZ, LLC (Michael Connolly), dba Brewer’s Cabinet, 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 5.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7D(1) be approved, authorized, and directed.

**14-0971      AGENDA ITEM 7D(2) – COMMUNITY SERVICES**

**Agenda Subject:** “Approve a State of Nevada Importer and Wholesale Dealer of Beer License for Frederick Ost, dba Fishbowl Imports Inc., 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 3.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7D(2) be approved, authorized, and directed.

**14-0972      AGENDA ITEM 7D(3) – COMMUNITY SERVICES**

**Agenda Subject:** “Approve the State of Nevada Manufacturer’s Brew Pub License, with recommendations contained in the staff report, for IMBIB, LLC (Matthew

Johnson), dba IMBIB Custom Brews, 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 3.)*"

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7D(3) be approved, authorized, and directed.

**14-0973      AGENDA ITEM 7D(4) – COMMUNITY SERVICES**

**Agenda Subject:** "Approve a refund to C.B. Maddox for sewer connection privilege fees as a result of the reversion to acreage maps for the Cottonwood Creek Unit 7 [\$74,250] and Unit 8 [\$25,250] residential development projects in the South Truckee Meadows. (Commission District 2.)"

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7D(4) be approved.

**14-0974      AGENDA ITEM 7D(5) – COMMUNITY SERVICES**

**Agenda Subject:** "Approve the Second Amendment to Lease between Vabadus LLC and Washoe County to acknowledge the transfer of ownership for the property located at 4930 Energy Way, Reno Nevada, to provide lease and payment compliance by acknowledging this transfer of ownership. (Commission District 3.)"

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7D(5) be approved.

**14-0975      AGENDA ITEM 7D(6) – COMMUNITY SERVICES**

**Agenda Subject:** "Accept a Arrowcreek Open Space Fuel Reduction Project-Phase 1 Subgrant award from the Nevada Division of Forestry [\$24,000 - matching funds of \$13,776.80 funded through in-kind and indirect costs] for the period of November 24, 2014, through December 31, 2015; and authorize the Director of the Community Services Department to execute the Funding Agreement and all associated grant related documents; and direct the Comptroller's Office to make the necessary budget adjustments. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7D(6) be accepted, authorized, and directed.

**14-0976      AGENDA ITEM 7D(7) – COMMUNITY SERVICES**

**Agenda Subject: “Adopt a Resolution establishing the Washoe County Planning Commission as the Washoe County Capital Improvements Advisory Committee as authorized within NRS 278B.150. (All Commission Districts.) To be heard before Agenda Item #7.D.8.”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7D(7) be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

**14-0977      AGENDA ITEM 7D(8) – COMMUNITY SERVICES**

**Agenda Subject: “Adopt a Resolution initiating an amendment to the Development Code, Chapter 110 of County Code, at Article 706, Impact Fees recognizing recommended changes to the Regional Road Impact Fee program including the Capital Improvement Program and the General Administration Manual. (All Commission Districts.) To be heard after Agenda Item #7.D.7.”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7D(8) be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

**14-0978      AGENDA ITEM 7E(1) – HEALTH DISTRICT**

**Agenda Subject: “Approve and execute the Permit for Disinterment of Human Remains, (Arvid Nels Norman) as allowed under NRS 451.050, Subsection 2. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7E(1) be approved and executed.

**14-0979      AGENDA ITEM 7E(2) – HEALTH DISTRICT**

**Agenda Subject: “Approve and execute the Permit for Disinterment of Human Remains, (Crisostomo DeCastro) as allowed under NRS 451.050, Subsection 2. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7E(2) be approved and executed.

**14-0980      AGENDA ITEM 7F – ANIMAL SERVICES**

**Agenda Subject: “Accept monetary donations to Washoe County Regional Animal Services [\$6,236] for the period of July 1, 2014 – September 30, 2014 to be used for the humane care and treatment of sick and/or injured, stray or abandoned animals received; express appreciation for these thoughtful contributions; and direct the Comptroller’s Office to make the appropriate budget adjustments--Animal Services. (All Commission Districts.)”**

On behalf of the Board, Commissioner Jung thanked the donors for their monetary donations to Washoe County Regional Animal Services. She stated Washoe County was the number one County to live in if you were a homeless animal because of the great foster care parents and because Washoe County did not euthanize an animal because of space issues.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7F be accepted, expressed, and directed.

**14-0981      AGENDA ITEM 7G – SHERIFF**

**Agenda Subject: “Accept donation [\$2,500] from Tedesco Pacific Construction, Inc. to the County of Washoe on behalf of the Washoe County Sheriff’s Office to purchase equipment for the K-9 Unit; and authorize Comptroller’s Office to make the appropriate budget adjustments--Sheriff. (All Commission Districts.)”**

On behalf of the Board, Commissioner Jung thanked Tedesco Pacific Construction, Inc. for their \$2,500 donation to purchase equipment for the Washoe County Sheriff’s K-9 Unit.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7G be accepted and authorized.

**BLOCK VOTE – AGENDA ITEMS 9, 10, AND 11**

In response to the call for public comment on the agenda items in the block vote, Cathy Brandhorst discussed issues of concern to herself.

**14-0982      AGENDA ITEM 9 – COMPTROLLER**

**Agenda Subject:** “Recommendation to approve payment [\$222,355.25] for the Estimated Annual Assessment for Washoe County’s self-funded workers’ compensation program for fiscal year 2015, to the State of Nevada, Division of Industrial Relations--Comptroller. (All Commission Districts.)”

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

**14-0983      AGENDA ITEM 10 – COMMUNITY SERVICES**

**Agenda Subject:** “Recommendation to accept a grant [ \$1.1 million] from the Nevada Division of State Lands, Conservation and Resource Protection (SQ-1) Grant Program for phase 4 of the Lake Tahoe Bike Path Project, retroactive from September 1, 2014 to December 31, 2017, [required match \$1.1 million from Federal Lands Access Program grant]; approve “Agreement Regarding November 2002 State Question 1: Parks and Open Space Bond Issue-Lake Tahoe Bike Path Project Funding” between Washoe County and Tahoe Transportation District, retroactive to November 1, 2014 for the implementation of Phase 4 of the path; authorize the Community Services Department Director to execute all appropriate grant and Tahoe Transportation District related agreements and documents, and direct the Comptroller’s Office to make all necessary budget adjustments--Community Services. (Commission District 1.)”

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10 be accepted, approved, authorized, and directed. The Agreement for same is attached hereto and made a part of the minutes thereof.

**14-0984      AGENDA ITEM 11 – COMMUNITY SERVICES**

**Agenda Subject:** “Recommendation to approve “Federal Lands Access Program Project Memorandum of Agreement” leveraging [\$12.5 million] in Federal Lands Access Program funds for the design and construction of improvements in the SR 28 corridor including the Nevada Stateline to Stateline Bikeway, and authorize the

**Community Services Department Director to sign related agreements and documents--Community Services. (Commission District 1.)”**

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

**14-0985      AGENDA ITEM 8 – COMPTROLLER/KAFOURY ARMSTRONG & CO.**

**Agenda Subject: “Recommendation to acknowledge receipt of the Washoe County Comprehensive Annual Financial Report (CAFR), auditor’s report, and report on internal control for the fiscal year ended June 30, 2014 as presented; approve the re-appropriation of \$15,089,694 for fiscal year 2015 budget, consisting of \$4,055,818 for purchase order encumbrances committed in fiscal year 2014 and \$11,033,875 for spending of restricted contributions and fees; and, authorize the Comptroller to proceed with distribution of the CAFR for public record, as required by law--Comptroller/Kafoury Armstrong & Co. (All Commission Districts.)”**

Paul McArthur, Comptroller, said Washoe County retained its Triple A rating with the rating agency and the Comprehensive Annual Financial Report (CAFR) was completed on time and received the highest opinion from the independent auditors. He reviewed the County’s financial outlook.

Lynn Broyles, Accounting Manager (Financial Reporting), introduced herself and acknowledged the staff members who were not present: Sandra McGarva, Administrative Assistant; Mary Solorzano, Accounting Manager (Operations); and Tammy Yau, Accountant II; Joyce Garrett, Accountant II; Asta Dominguez, Accountant II; Darlene Delany, Senior Accountant; Crystal Carter, Senior Accountant; Marilyn Urbani, Accountant II; and Russell Morgan, Senior Accountant (Health Benefits).

Mr. McArthur said the team put in almost 1,200 hours of work over five months, and he was very appreciative and proud.

Felicia O’Carroll, Shareholder, Kafoury, Armstrong & Co., said she was pleased the Comptroller presented the audit report himself, because they were the County’s financial statements and that was the way it should be, and she was present to answer questions. She congratulated the County on receiving the Certificate of Achievement again and also for the completion of the audit in a timely manner.

Mr. McArthur concluded Washoe County continued to provide strong financial leadership to its citizens. He stated they were conservatively optimistic about revenue growth and would continue to closely monitor the expenditures from the General Fund.

Commissioner Hartung thanked Mr. MacArthur for doing a great job and he felt John Slaughter, County Manager, made a great choice for Comptroller.

In response to the call for public comment, Cathy Brandhorst discussed an issue of concern to herself.

Garth Elliott asked the Board to not spend the additional \$10 million immediately.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8 be acknowledged, approved, and authorized.

### **PUBLIC HEARINGS**

#### **14-0986      AGENDA ITEM 12 – COMMUNITY SERVICES**

**Agenda Subject: “Second reading and adoption of an Ordinance amending Chapter 40 of the Washoe County Code (Water and Sewage) by revising provisions of the code to rename and restructure the department, and delete reference to the Water Planning Commission based on the consolidation of the Washoe County Water Utility with the Truckee Meadows Water Authority; and other matters properly related thereto. (Bill No. 1727)--Community Services. (All Commission Districts.)”**

Nancy Parent, County Clerk, read the title for Ordinance No. 1546, Bill No. 1727.

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

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, Chairman Humke ordered that Ordinance No. 1546, Bill No. 1727, entitled, "**AN ORDINANCE AMENDING CHAPTER 40 OF THE WASHOE COUNTY CODE (WATER AND SEWAGE) BY REVISING PROVISIONS OF THE CODE TO RENAME AND RESTRUCTURE THE DEPARTMENT, AND DELETE REFERENCE TO THE WATER PLANNING COMMISSION BASED ON THE CONSOLIDATION OF THE WASHOE COUNTY WATER UTILITY WITH THE TRUCKEE MEADOWS WATER AUTHORITY; AND OTHER MATTERS PROPERLY RELATED THERETO,**" be adopted, approved and published in accordance with NRS 244.100. The ordinance will become affective concurrent with the effective date of Washoe County Water Utility and the Truckee Meadows Water Authority merger.

14-0987 AGENDA ITEM 13 – COMMUNITY SERVICES

**Agenda Subject:** “Second reading and adoption of an Ordinance repealing Ordinance 1470, Washoe County Requirements and Schedule of Rates and Charges for Water Service within certain areas of Washoe County; and other matters properly related thereto. (Bill No. 1728)--Community Services. (All Commission Districts.)”

The Chairman opened the public hearing.

Nancy Parent, County Clerk, read the title for Ordinance No. 1547, Bill No. 1728.

In response to the call for public comment, Kerry Shacklett said he was ripped off by the Truckee Meadows Water Authority (TMWA). He stated there was a bump in his bill for one billing cycle, which cost him an extra \$250. He said he investigated his property and found no evidence of any leak. He stated the amount used was normal for the month prior to the bump and was normal for the month after the bump, and he noted the problem did not fix itself. He said the amount involved was not enough to pursue in court. He said he called TMWA, but all they did was penalize him by taking away their leak forgiveness abatement because he insisted his bill was incorrect. He stated nothing would happen before the water board, and he felt the only way the problem would be addressed was by a governmental authority. He said he was sure this happened before and was sure it would happen again. He stated someone from TMWA came out the next day and walked his property with him. He said they found one little leak in his drip line and they said that must be the problem, but that little leak costing him 70,000 gallons was absurd. He stated he hoped the Board would address this in some way.

Chairman Humke asked Mr. Shacklett to submit his bill to the Washoe County Clerk, which would assist staff with his complaint against TMWA. Commissioner Hartung asked Mr. Shacklett to leave his contact information. Commissioner Berkbigler said it was interesting the bill was normal, abnormal, and normal, and she hoped staff could look into this. She believed if it happened to Mr. Shacklett, it was probably happening to someone else.

In response to the call for public comment, Cathy Brandhorst discussed the lack of affordability of city water.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Ordinance No. 1547, Bill No. 1728, entitled, "**AN ORDINANCE REPEALING ORDINANCE 1470, WASHOE COUNTY REQUIREMENTS AND SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE WITHIN CERTAIN AREAS OF WASHOE COUNTY; AND OTHER MATTERS PROPERLY RELATED THERETO,**" be adopted, approved and published in accordance with NRS 244.100. The ordinance will

become affective concurrent with the effective date of Washoe County Water Utility and the Truckee Meadows Water Authority merger.

**14-0988      AGENDA ITEM 14 – COMMUNITY SERVICES**

**Agenda Subject: “Second reading and adoption of an Ordinance adopting the Washoe County Requirements and Schedule of Rates, Tolls, and Charges for the Golden Valley Artificial Recharge Program; providing for Rates, Payments, Procedures and their Enforcement relating to conditions of service; exemptions; appeal procedures. (Bill No. 1729)--Community Services. (All Commission Districts.)”**

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1548, Bill No. 1729.

Commissioner Weber said she understood the program would be handled by the Truckee Meadows Water Authority (TMWA). Dave Solaro, Community Services Director, explained the program would be staying with Washoe County, but TMWA and the County were working on an Interlocal Agreement to have TMWA do the work of the program, which was in part due to the way the residents were billed for it. He stated since the County’s expertise was going to TMWA, there would be an Interlocal Agreement with TMWA to provide the service and the County would be administering the program.

In response to the call for public comment, Cathy Brandhorst discussed matters of concern to herself.

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried, Chairman Humke ordered that Ordinance No. 1548, Bill No. 1729, entitled, "**AN ORDINANCE ADOPTING WASHOE COUNTY REQUIREMENTS AND SCHEDULE OF RATES, TOLLS, AND CHARGES FOR THE GOLDEN VALLEY ARTIFICIAL RECHARGE PROGRAM; PROVIDING FOR RATES, PAYMENTS, PROCEDURES AND THEIR ENFORCEMENT RELATING TO CONDITIONS OF SERVICE; EXEMPTIONS; APPEAL PROCEDURES,**" be adopted, approved and published in accordance with NRS 244.100.

**14-0989      AGENDA ITEM 15 – CLOSED SESSION**

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

There was no closed session.

**14-0990      AGENDA ITEM 17 – 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.”**

In response to the call for public comment, Garth Elliott noted that the campaign signs for those that ran got picked up fairly quickly. He said Luanne Cutler, Registrar of Voters, helped get a fix for an issue with the Sequoia Voting Machines that occurred whenever there were multiple positions for one spot, which was an issue with the races for the General Improvement Districts. He said if someone wanted to vote for two candidates and there were three openings, the voter was given the impression their vote would not count if they did not vote for three candidates. He stated a note was put on the voting machines in Sun Valley to alert the voter about the issue and what to do about it. He said it was not up to him to determine if that was adequate or not but, whatever the problem was, it needed to be fixed since it had been an issue for more than four years.

Cathy Brandhorst discussed issues of concern to herself.

**COMMUNICATIONS**

The following communications and reports were received, duly noted, and ordered placed on file with the Clerk:

**14-0991**      Complete Informational Report on Pilot Program for Washoe County’s Procurement Card (Pro-Card) Program; original meeting date April 18, 2000, Item 00-310.

**QUARTERLY REPORTS**

**14-0992**      Washoe County Sheriff – CORRECTED COPY – 4th Quarter Report of Civil Fees and Commissions for FY 2013/2014.

**14-0993**      Washoe County Clerk – 2014/15 Quarterly Financial Statement for July 1st through September 30th.

**14-0994**      Clerk of the Court – Quarterly Financial Statement for quarter ending September 30, 2014.

**COMPREHENSIVE ANNUAL REPORTS/FINANCIAL STATEMENTS**

- 14-0995** Monthly Statement of Washoe County Treasurer for Month Ending August 31, 2014.
  
- 14-0996** Monthly Statement of Washoe County Treasurer for Month Ending September 30, 2014.
  
- 14-0997** FY 2014 Audited Financial Statement: Gerlach General Improvement District.
  
- 14-0998** Reno-Sparks Convention and Visitors Authority Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2014.

\* \* \* \* \*

**11:30 a.m.** There being no further business to discuss, on motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.

\_\_\_\_\_  
**DAVID HUMKE**, Chairman  
Washoe County Commission

**ATTEST:**

\_\_\_\_\_  
**NANCY PARENT**, County Clerk and  
Clerk of the Board of County Commissioners

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

## RESOLUTION

A RESOLUTION ESTABLISHING THE WASHOE COUNTY PLANNING COMMISSION AS THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE, FOR THE REGIONAL ROAD IMPACT FEE PROGRAM AS AUTHORIZED WITHIN NRS 278B.150.

**WHEREAS**, Washoe County participates in a Regional Road Impact Fee (RRIF) program whereby new development pays for their share traffic impact to the existing road network;

**WHEREAS**, In the development of the RRIF, capital improvements to the existing road network are identified and before imposing an impact fee, the governing body of the local government must establish by resolution a capital improvement advisory committee composed of at least five members;

**WHEREAS**, NRS 278B.150 allows the governing body to designate the planning commission to serve as the capital improvements advisory committee provided at least one representative of the real estate, development or building industry who is not an officer or employee of the local government is a member; alternatively, the governing body may appoint a representative of the real estate, development or building industry who is not an officer or employee of the local government to serve as a voting member the capital improvement advisory committee.

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

1. That the Washoe County Planning Commission is hereby established as the Washoe County Capital Improvements Advisory Committee for the Regional Road Impact Fee Program so long as the Washoe County Planning Commission includes at least one representative of the real estate, development or building industry who is not an officer or employee of the County.
2. In the event that the Planning Commission does not have a a representative of the real estate, development or building industry who is not an officer or employee of the County, this Board may by motion appoint a person to sit with the Planning Commission as a voting member when it acts as the Capital Improvement Advisory Committee.
3. The Capital Improvements Advisory Committee for the Regional Road Impact Fee Program shall:
  - (a) Review the land use assumptions and determine whether they are in conformance with the master plan of Washoe County;
  - (b) Review the capital improvements plan and file written comments with this Board;

14-0976

- (c) Every three years file reports concerning the progress of the County in carrying out the capital improvements plan;
- (d) Report to this Board any perceived inequities in the implementation of the capital improvements plan or the imposition of the Regional Roads Impact Fee;
- (e) Advise this Board of the need to update or revise the land use assumptions, capital improvements plan and ordinance imposing an impact fee; and
- (f) Perform any other duties required of it as established in the County Development Code Article 706 (Impact Fees), and any Regional Road Impact Fee agreements, administrative manuals, policies or other program documents.

Adopted this 12<sup>th</sup> day of NOVEMBER, 2014

  
\_\_\_\_\_  
Chairman, Washoe County Commission

Attest:   
\_\_\_\_\_  
County Clerk



**RESOLUTION**

RESOLUTION INITIATING AN AMENDMENT TO THE DEVELOPMENT CODE, CHAPTER 110 OF COUNTY CODE, AT ARTICLE 706, IMPACT FEES RECOGNIZING RECOMMENDED CHANGES TO THE REGIONAL ROAD IMPACT FEE PROGRAM INCLUDING THE CAPITAL IMPROVEMENT PROGRAM AND THE GENERAL ADMINISTRATION MANUAL.

WHEREAS, the Washoe County Development Code requires that amendments to the Code be initiated by resolution of the Washoe County Board of Commissioners; and

WHEREAS, the Washoe County Board of Commissioners reviewed a recommendation, concerning potential amendments to Washoe County Code, Chapter 110, Development Code, Articles 706, Impact Fees; and

WHEREAS, such amendments would focus on proposed revisions to the Regional Road Impact Fee General Administrative Manual and Capital Improvement Plan; and

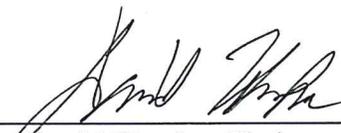
NOW, THEREFORE, be it resolved by the Board of County Commissioners of Washoe County that pursuant to Washoe County Code Section 110.818.05(a) that an amendment is initiated to the Washoe County Code, Chapter 110, Development Code, Article Article 706, Impact Fees as set forth in the agenda for the November 12, 2014, meeting of the Washoe County Board of County Commissioners, that a public hearing with the Washoe County Planning Commission on the amendment shall be held within 125 days of this Resolution's adoption date, and that this amendment is initiated without prejudice to its final disposition.

Adopted this 12th day of November, 2014

WASHOE COUNTY BOARD  
OF COUNTY COMMISSIONERS

ATTEST:

 Nancy L. Parent  
County Clerk

  
David Humke, Chairman

14-0977

**AGREEMENT REGARDING  
NOVEMBER 2002 STATE QUESTION 1:  
PARKS AND OPEN SPACE BOND ISSUE – LAKE TAHOE BIKE PATH  
PROJECT FUNDING**

This agreement is dated and effective as of November 1, 2014, by and between Washoe County, a political subdivision of the State of Nevada (“Washoe County”) and Tahoe Transportation District, a bi-state transportation district created by Public Law 96-551 (1980) (“TTD,” and together with Washoe County, the “Parties”).

**WHEREAS**, the Parties are public agencies as defined under Nevada Revised Statutes (“NRS”) 277.100;

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

**WHEREAS**, the 2002 Nevada Legislature, pursuant to Assembly Bill 9, granted Washoe County, Carson County and Douglas County an award in the total combined amount of \$5 million in voter approved State Question 1: Parks and Open Space Bond funds (“SQ-1 Funds”) for use on the Lake Tahoe Bike Path Project, otherwise known as the Nevada Stateline to Stateline Bike Facility Project (the “Project”);

**WHEREAS**, Washoe County, Carson County and Douglas County entered into a Memorandum of Understanding on April 27, 2004, which contains the parties’ commitment to work together and which names Washoe County as the lead agency to complete the Project;

**WHEREAS**, nine public agencies, including Washoe County and TTD, agreed to work together to implement the Project through an Interlocal Agreement dated May 11, 2006, later amended to extend the agreement to June 30, 2019, which named Washoe County as the agency to administer the SQ-1 Funds;

**WHEREAS**, the agencies have completed Phase I: Project Start Up and Initial Reconnaissance and Phase II: Feasibility Study;

**WHEREAS**, the agencies are completing Phase III: Demonstration Projects, which was funded under the Third Funding Agreement between the State of Nevada (the “State”) and Washoe County in the amount of \$1,628,401 of SQ-1 Funds which is due to expire on December 31, 2014;

**WHEREAS**, Washoe County and TTD are now prepared to commence with Phase IV of the Project (“Phase IV”) using the remaining SQ-1 Funds originally allocated to Phase III and \$1,100,000 of additional SQ-1 Funds, as provided in the Fourth Funding

14-0983

Agreement between the State and Washoe County attached hereto as Exhibit B (the “Fourth Funding Agreement”);

WHEREAS, Washoe County and TTD will work in cooperation with representatives from Carson County, Douglas County, Washoe County, Tahoe Regional Planning Agency, Tahoe Transportation District, Nevada Division of State Parks, Nevada Division of State Lands, Nevada Department of Transportation, the U.S. Forest Service Lake Tahoe Basin Management Unit, Incline Village General Improvement District and the Washoe Tribe (the “Working Group”);

WHEREAS, Washoe County and the Working Group desire that TTD manage the planning and construction of Phase IV, including the feasibility and environmental studies, trail alignment, design and construction.

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

1. Engagement of Consultant & Construction Services and Project Funds. TTD is hereby authorized to engage necessary, qualified and competent consultant, contracts and construction services to complete Phase IV. In order to provide the necessary financial resources for these services, including the feasibility, environmental reviews, trail alignment, design and path construction, as more fully described in the Scope of Services attached hereto as Exhibit A (the “Scope of Services”), all SQ-1 Funds remaining for Phase III of the Project after December 31, 2014, and \$1,100,000 of additional SQ-1 Funds, as provided in the Fourth Funding Agreement.
2. Consultant Service Qualifications and Requirements. By execution of this agreement, TTD covenants to perform or covenants to have another perform the Scope of Services in compliance with all applicable federal, state, local laws and applicable regulations, as well as the terms and conditions of this agreement and the Fourth Funding Agreement. TTD further covenants to perform, or covenants to select, consultants and contractors who can perform the requisite skill, judgment and effort required by the Scope of Services.
3. Authorized Funds. TTD understands and agrees that Washoe County shall only advance or reimburse TTD for authorized expenses after the State has provided SQ-1 Funds to Washoe County. The Parties understand that the State shall review and approve all invoices submitted by TTD for compliance with this agreement and the Fourth Funding Agreement. Washoe County further reserves the right to withhold SQ-1 Funds in the event the TTD, its agents, representatives, contractors or subcontractors fail to perform the Scope of Services in accordance with applicable laws and regulations, this agreement and the Fourth Funding Agreement. For any costs incurred by TTD after the execution date of this agreement that are directly related to the Project, Washoe County shall advance or reimburse TTD for those authorized costs, charges and expenses, as long as the total amount reimbursed, including such up-front costs, does not exceed the amount(s) in the Fourth Funding Agreement and any amendments thereto. The TTD

shall be solely responsible for any costs, charges and expenses of Phase IV that exceed the amount of the Fourth Funding Agreement.

3.1. The State prohibits reimbursement of the following expenses, unless agreed to in advance:

- 3.1.1 Secretarial or word processing services (normal, temporary, or overtime);
- 3.1.2 Other staff charges, such as filing, proofreading, regardless of when incurred;
- 3.1.3 Indirect and administrative overhead costs such as salaries and benefits;
- 3.1.4 Photocopy expenses of more than 15 cents per page;
- 3.1.5 Photocopy costs in excess of \$2,000 for a single job;
- 3.1.6 Computer time.

3.2 In addition to those items above, the State will not reimburse the following expenses, unless agreed to in advance:

- 3.2.1 Local telephone expenses or office supply costs;
- 3.2.2 The cost of first-class travel not to exceed the Government Standard Approved Rate;
- 3.2.3 Grant administration costs in excess of 5 percent of the total project cost, and any undocumented administrative costs.

4. TTD Funding Match. As required by Assembly Bill 9 and Section 6 of the Fourth Funding Agreement, TTD shall, upon Washoe County's request, provide documentation of its ability to meet the documented match amount for the Project. Written records must substantiate TTD's funding match amount, including, but not limited to, time sheets, documentation and justification of values utilized for labor, equipment, and materials. All accounting documentation must be maintained by TTD and is subject to audit upon reasonable, advance notice. Washoe County reserves the right to request in writing additional documentation from the TTD regarding proffered documentation of funding match.

4.1. Other Match Credit. The Parties' eligibility to receive SQ-1 Funds is contingent upon meeting the required fifty-percent (50%) matching contribution for Project-related expenditures. Additional funding match credits can be granted for cash expended or for the value of services, materials or equipment after commencement of the Project, July 1, 2000. The State must approve, which approval shall not be unreasonably withheld or delayed, any funding match, either budgeted or expended. TTD may contribute additional funding match credit, but will not be held liable for any match credit over and above 50%.

5. State Question 1 Policies. TTD covenants to comply with all policies and procedures adopted by the State for projects funded with SQ-1 Funds. The TTD shall submit Project and budget information on forms, and within specified deadlines,

prescribed by the State. It is TTD's responsibility to be aware of all policies and procedures required by the State.

6. Obligation of Funds. The Project shall be completed no later than June 30, 2019, unless otherwise extended by mutual agreement of the Parties and enabling legislation to extend the availability of SQ-1 Funds. Washoe County may authorize TTD to use any remaining SQ-1 Funds for another authorized phase of the Project.

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

7.1 Status, Power and Authority. TTD is a bi-state transportation district entity created by Public Law 96-551, duly organized and validly existing with all requisite power and authority to enter into and carry out its obligations under this agreement.

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

7.3 Legal, Valid, Binding and Enforceable. This agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of TTD, enforceable in accordance with their respective terms, except as limited by applicable laws of federal, state and local applicability.

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

The Parties further agree, to the extent allowed by law pursuant to NRS Chapter 41, to hold harmless, indemnify and defend each other from all losses, liabilities or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees, agents, contractors, subcontractors or servants of the other.

9. Auditing/Reporting Requirements. TTD shall be responsible to Washoe County for providing quarterly status reports, quarterly full-cost accounting reports, periodic cash flow projections, any other documentation as reasonably required, and a final report within sixty (60) days after completion of Phase IV. The final report shall provide brief statements addressing any problems encountered, time delays, if any, expected and any adjustments to the anticipated completion date. Quarterly reports shall be due on April 15, July 15, October 15 and January 15 of each year.

10. Records Retention. In accordance with NRS Chapter 239, TTD agrees to maintain all records relevant to the Project. Additionally, TTD must keep records at least six (6)

years from the end of the State’s fiscal year (July-June) in which the Project was completed. If any litigation concerning the Project is begun before the expiration of this six (6) year period, the individual file must be retained for six (6) calendar years from the date of resolution of the litigation; and before any files are destroyed recipient must contact the State Department of Conservation and Natural Resources to obtain and verify final disposition instructions. This requirement also applies to TTD’s contractors and any subcontractors.

**GENERAL PROVISIONS**

- 11. Entire Agreement. This agreement represents the full and complete understanding by the Parties and changes may be made only with the approval of the Parties.
- 12. Assignment. This agreement shall be binding upon the Parties, their representatives, successors and assigns. No assignment or transfer of this agreement or any part thereof shall occur unless mutually agreed upon in writing by the Parties.
- 13. Modification. This agreement may be modified in writing and signed by the Parties.
- 14. Severability. Each paragraph and provision of this agreement is severable, and if one or more paragraphs or provisions of this agreement are declared invalid, the remaining paragraphs and provisions of this agreement will, if possible, remain in full force and effect.
- 15. Notices. All notices required by this agreement shall be in writing, must be sent to the addresses provided below and are deemed effective upon placement in the United States Mail, postage prepaid addressed to:  
  
Washoe County Community Services Department  
David Solaro, Director  
P.O. Box 11130  
Reno, NV 89520-0027  
775-823-6500  
  
Tahoe Transportation District  
Carl Hasty, District Manager  
P.O. Box 499  
Zephyr Cove, NV 89448  
775-589-5500
- 16. Termination. Any of the Parties, in writing, may terminate this agreement at any time with thirty (30) days advance written notice to the other party.

17. Covenants of Further Assurance. The Parties covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the Parties.

18. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Nevada regardless of the fact that any of the Parties may be or may become a resident of a different country, state, or jurisdiction. Any suit or action arising out of this agreement shall be filed in a court of competent jurisdiction within the County of Washoe, State of Nevada. The Parties hereby consent to the personal jurisdiction of such courts within Washoe County, State of Nevada. The Parties hereby waive any objections to venue in such courts within Washoe County, State of Nevada.

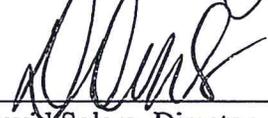
IN WITNESS WHEREOF, the Parties have executed this agreement on the dates written below.

TAHOE TRANSPORTATION DISTRICT

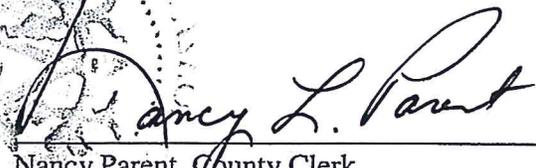
  
\_\_\_\_\_  
Carl Hastly, District Manager

12/30/14  
\_\_\_\_\_  
Date

COUNTY OF WASHOE

  
\_\_\_\_\_  
David Solaro, Director  
Community Services Department

11.12.14  
\_\_\_\_\_  
Date:

ATTEST:  
  
  
\_\_\_\_\_  
Nancy Parent, County Clerk

## Exhibit A

### Scope of Services

#### **Description:**

Phase IV of the Lake Tahoe Bike Path Project, otherwise known as the Nevada Stateline to Stateline Bike Facility Project, shall include, but not be limited to, construction of Phase 1D (South Demo-Laura Drive), preliminary engineering, design, and construction of Phase 2 (North Demo), and environmental analysis and preliminary engineering work, and potential final design and construction for Phase 3 (Central Corridor, i.e. Sand Harbor to US 50/SR 28 junction).

#### **Schedule:**

The environmental analysis has been completed for North Demo and final engineering and design will begin in Fall 2014 for the approved alignment (Alternative A). Design of the first mile from Incline Village to Tunnel Creek is anticipated to be completed by Spring 2015, with construction anticipated to begin by May 2015. Design will continue for the last two miles from Tunnel Creek to Sand Harbor through Spring 2016 with construction anticipated to begin by May 2016. Preliminary design and environmental analysis for the Central Corridor will begin in 2014 and is anticipated to be completed by December 2015, with potential for final design and construction in 2016-2017.

Exhibit A1 Proposed Budget 2014-15

Project Task/Item	Question	Request	Match, Cash	Match, Inkind	Other Non Qual Costs	Anticipated Expenditure Start Date	Anticipated End Date for Expenditures
Task 1. Administration/Grant TID	\$	50,000.00				11/4/2014	6/30/2016
Task 2. Administration/Grant WC	\$	5,000.00				11/4/2014	6/30/2016
Task 3. Nevada Stateline to Stateline Bikeway-Preliminary Engineering & Environmental	\$	330,000.00				11/4/2014	2/29/2016
Task 4. Nevada Stateline to Stateline Bikeway-Final Design & Construction	\$	715,000.00				11/4/2014	6/30/2016
<b>Other Match</b>							
Federal Land Access Program Grant			\$ 12,500,000.00				
Federal Recreation Trails Program Grant			\$ 150,000.00				
Federal Scenic Byways Grants			\$ 2,000,000.00				
Federal Lands Highways 1/2 Percent			\$ 500,000.00				
Federal Transportation Alternative Program (TAP)			\$ 650,000.00				
NOOT Funds			\$ 500,000.00				
IVGID Funds			\$ 300,000.00				
Washoe County Question-1			\$ 1,000,000.00				
Tahoe Fund			\$ 900,000.00				
SubTotal	\$	1,100,000.00	\$ 18,500,000.00	\$	\$		
FY14/15 SQ-1 Request	\$	1,100,000.00					
Total Match	\$	18,500,000.00					
Total Qualifying Project Cost	\$	19,600,000.00					

Exhibit A2 Proposed Budget 2015-16

Project Task/Item	Question 1 Request	Match, Cash	Match, Inkind	Other Non Qual Costs	Anticipated Expenditure Start Date	Anticipated End Date for Expenditures
Task 1. Administration/Grant TID	\$ 97,526.40				3/1/2016	12/31/2017
Task 2. Administration/Grant WC	\$ 10,000.00				3/1/2016	12/31/2017
Task 3. Nevada Stateline to Stateline Bikeway-Construction	\$ 2,043,001.72				3/1/2016	12/31/2017
<b>Other Match</b>						
Federal Land Access Program Grant		\$ 12,500,000.00				
Federal Recreation Trails Program Grant		\$ 150,000.00				
Federal Scenic Byways Grants		\$ 2,000,000.00				
Federal lands Highways 1/2 Percent		\$ 500,000.00				
Federal Transportation Alternative Program (TAP)		\$ 650,000.00				
NDOT Funds		\$ 500,000.00				
IVGID Funds		\$ 300,000.00				
Washoe County Question-1		\$ 1,000,000.00				
Tahoe Fund		\$ 900,000.00				
SubTotal	\$ 2,150,528.12	\$ 18,500,000.00	\$	\$		
FY15/16 Q-1 Funds Request	\$ 2,150,528.12					
FY14/15 Q-1 Funds Agreement	\$ 1,100,000.00					
Total Match	\$ 18,500,000.00					
Total Qualifying Project Cost	\$ 21,750,528.12					

## Exhibit B

### A Funding Agreement Between the State of Nevada Acting By and Through Its Division of State Lands and the Conservation and Resource Protection Grant Program (Grantor)

901 S. Stewart St., Suite 5003, Carson City, NV 89701

phone: (775) 684-2720

fax: (775) 684-2721

And

### Washoe County Community Service Department- Regional Parks & Open Space

PO Box 11130, Reno NV 89520

phone: (775) 823-6500

fax: (775) 829-8014

*FOR THE PURPOSES OF completing the Lake Tahoe Shared Use Path System;*

WHEREAS, at the general election on November 5, 2002 Nevada's voters approved a conservation initiative generated by Assembly Bill 9, Statutes of Nevada, 17<sup>th</sup> Special Session of the 2001 Nevada State Legislature, Chapter 6, referred to as Question 1, and authorized the issuance of general obligation bonds in the face amount of \$200,000,000 to carry out this program; and

WHEREAS, the Nevada legislature authorized the State Land Registrar to establish a conservation and resource protection grant program and administer the issuance of general obligation bonds in the face amount of \$65,500,000; and

WHEREAS, \$5,000,000 of the above \$65,500,000 is allocated to enhance and develop the path system in the Lake Tahoe area within the jurisdictions of Douglas County, Washoe County, and Carson City; and

WHEREAS, the State Land Registrar has determined this project is both necessary and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Funding Agreement shall not become effective until and unless approved by the State Land Registrar and the governing body of Washoe County.
2. **DEFINITIONS.** "Grantor" means the State of Nevada and the Division of State Lands, its officers and employees. "Grantee" means Washoe County Department of Regional Parks and Open Space. "Parties" means the Grantor and Grantee.
3. **FUNDING AGREEMENT TERM.** This Funding Agreement shall be effective from September 1, 2014 to December 31, 2017, unless sooner terminated by either Party as specified in paragraph 10 herein.
4. **NOTICE.** All notices or other communications required or permitted to be given under this Funding Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Parties at the addresses specified above.

5. INCORPORATED DOCUMENTS. The Parties agree that the responsibilities and duties of each Party as well as the scope of the project shall be specifically described; this Funding Agreement incorporates the following attachments in descending order of constructive precedence;

ATTACHMENT A: Question 1 Adopted Regulations

ATTACHMENT B: MOU by and between Douglas County, Washoe County, and Carson City

ATTACHMENT C: Project Summary and Special Conditions

ATTACHMENT D: Scope of Work

ATTACHMENT E: Project Budget

ATTACHMENT F: DCNR General Requirements

6. COST: Grantor agrees to provide a maximum of 50 percent of the total project cost the amount actually expended and necessary for the construction and completion of the described project, not to exceed a total grant amount of \$1,100,000.00, contingent upon Grantee's compliance with all of the terms and conditions herein. See Attachment C hereto, for description. Grantee is required to provide a minimum of 50 percent of the total project cost as its local share.

7. ASSENT. The Parties agree that the terms and conditions listed on incorporated attachments of this Funding Agreement are also specifically a part of this Funding Agreement and are limited only by their respective order of precedence and any limitations specified.

8. INSPECTION & AUDIT.

a. Books and Records. Grantee agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to Grantor, or its authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Grantee agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices, financial statements and supporting documentation shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Grantee where such records may be found by Grantor's designated representative.

c. Period of Retention. All books, records, reports, and statements relevant to this Funding Agreement must be retained a minimum of six years. The retention period runs from the date of Grantor's last Funding Agreement payment, or from the date of termination of the Funding Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. FUNDING DISTRIBUTION: Question 1 funding in an amount not to exceed \$1,100,000.00 shall be disbursed to Grantee in the form of advances or reimbursement(s). Original invoices, or a request for an advance, shall be submitted by Grantee to the Grantor to receive funds.

10. FUNDING AGREEMENT TERMINATION. Grantor may only terminate this project agreement as specified in section 16 of the incorporated Attachment C, and as further specified in this paragraph. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Funding Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or if Grantee becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or if it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Grantee, or any agent or representative of Grantee, to any officer or employee of the State of Nevada with a view toward securing a Funding Agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Funding Agreement, then this Funding Agreement may be immediately terminated by the Grantor.

a. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph 4 above, and the subsequent failure of the defaulting Party within 30 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved Party, showing that the declared default or breach has been corrected.

b. Winding Up Affairs Upon Termination. In the event of termination of this Funding Agreement for any reason, the Parties agree that the provisions of this paragraph survive termination:

i. The Parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Funding Agreement. Neither Party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Grantee shall satisfactorily complete work in progress at the agreed rate contained in the attached Scope of Work and/or Project Budget (or a pro rata basis if necessary) if so requested by the Grantor;

iii. Grantee shall execute any documents and take any actions necessary to effectuate an assignment of this Funding Agreement if so requested by the Grantor;

11. REMEDIES. Except as otherwise provided for by law or this Funding Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing Party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys and Washoe County employed attorneys. The State may set off consideration against any unpaid obligation of Grantee to any State agency.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases

13. FORCE MAJEURE. No Party shall be deemed to be in violation of this Funding Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Funding Agreement after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law, Grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Grantee, its officers, employees and agents for this Funding Agreement.

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

16. SEVERABILITY. If any provision contained in this Funding Agreement is held to be unenforceable by a court of law or equity, this Funding Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Funding Agreement unenforceable.

17. ASSIGNMENT. Grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Funding Agreement without the prior written consent of the State.

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

19. FEDERAL FUNDING. In the event federal matching funds are used for payment of all or part of this Funding Agreement:

a. Grantee certifies, by signing this Funding Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Grantee shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Grantee shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

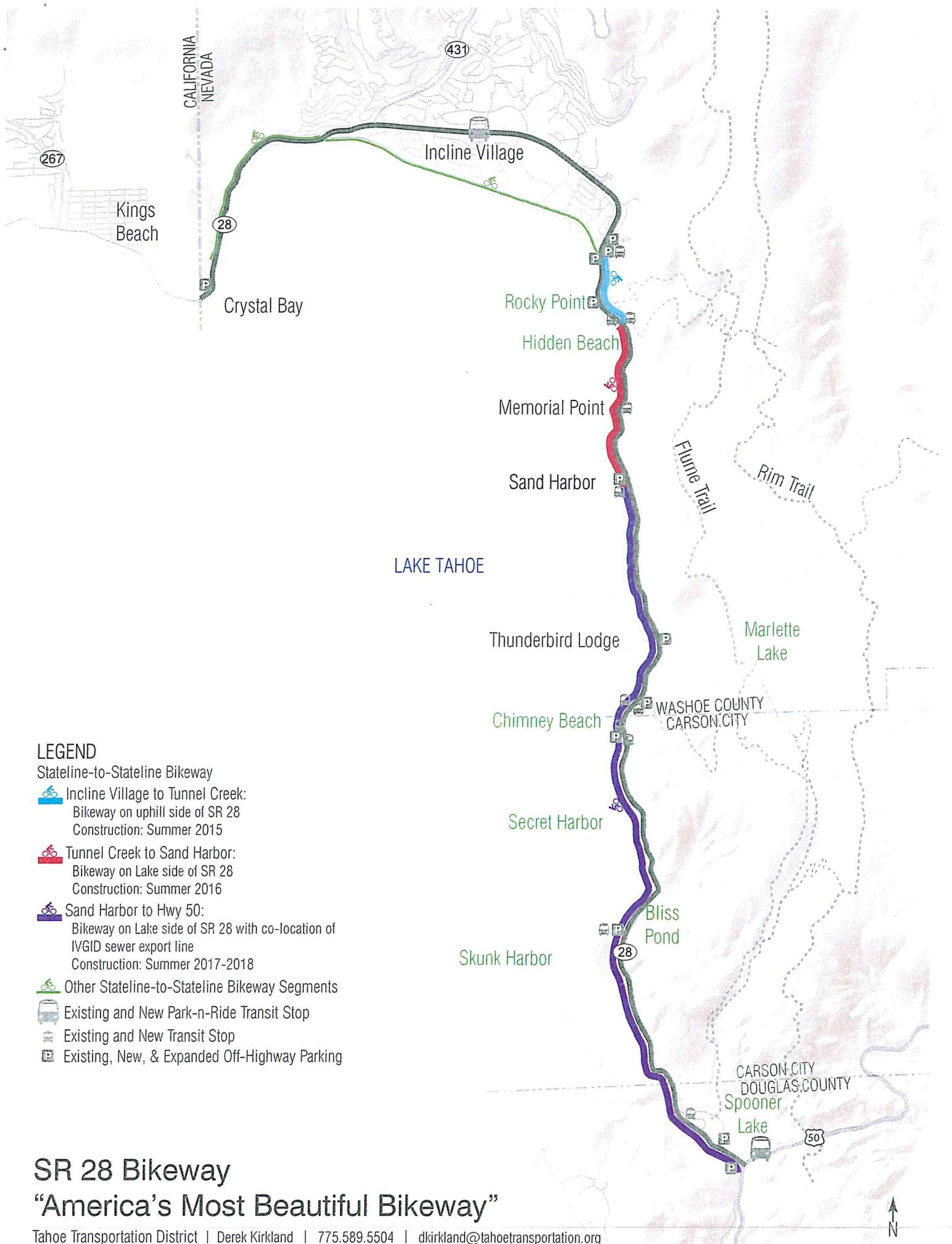
20. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Funding Agreement on behalf of each Party has full power and authority to enter into this Funding Agreement. Grantee acknowledges that as required by statute or regulation this Funding Agreement is effective only after approval by the Division of State Lands Administrator and only for the period of time specified in the Funding Agreement. Any services performed by Grantee before this Funding Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

21. GOVERNING LAW: JURISDICTION. This Funding Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Grantee consents to the jurisdiction of the Nevada district courts for enforcement of this Funding Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Funding Agreement to be signed and intend to be legally bound thereby.

<u>Charles Donohue</u>	<u>10/27/14</u>	<u>Administrator/State Lands Registrar</u>
Charles Donohue	Date	Grantor's Title
Grantor Signature		
<u>[Signature]</u>	<u>11.12.14</u>	<u>DIRECTOR - COMMUNITY SERVICES DEPT.</u>
Grantee Signature	Date	Grantee's Title



**LEGEND**

**Stateline-to-Stateline Bikeway**

-  Incline Village to Tunnel Creek:  
Bikeway on uphill side of SR 28  
Construction: Summer 2015
-  Tunnel Creek to Sand Harbor:  
Bikeway on Lake side of SR 28  
Construction: Summer 2016
-  Sand Harbor to Hwy 50:  
Bikeway on Lake side of SR 28 with co-location of  
IVGID sewer export line  
Construction: Summer 2017-2018
-  Other Stateline-to-Stateline Bikeway Segments
-  Existing and New Park-n-Ride Transit Stop
-  Existing and New Transit Stop
-  Existing, New, & Expanded Off-Highway Parking

**SR 28 Bikeway**  
**“America’s Most Beautiful Bikeway”**

