

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

TUESDAY

10:00 A.M.

MAY 13, 2014

PRESENT:

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

**Jaime Deller, Deputy Clerk (10:05 a.m. to 11:25 a.m.)**

**Nancy Parent, County Clerk (11:25 a.m. to 7:45 p.m.)**

**John Slaughter, County Manager**

**Paul Lipparelli, Legal Counsel**

The Washoe County Board of Commissioners convened at 10:05 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:

Chairman Humke called for a moment of silence to remember former Sheriff Dennis Balaam who recently passed away.

**14-380      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. "**

Richard Simmonds applauded the decision made for the Washoe County Animal Services to be established as an independent department. He also felt that current Director Barry Brode should continue as the Director for Animal Services. He said innumerable improvements had been made under the direction of Mr. Brode. A copy of his statement was placed on file with the Clerk.

Billy Howard reported that San Diego, California had become the 33rd jurisdiction in North America to prohibit the sale of dogs, cats and rabbits in retail stores. On July 7, 2013, he said Puppy Mill Free Reno-Sparks-Washoe, a loose association of individuals, businesses and organizations was formed. Their mission would be for Washoe County, arguably the most animal-friendly county in the Country, to join the trend. He explained that puppy mills were horrific places where dogs were treated as

commodities, birthing machines and were unnaturally forced to produce. He indicated that he had amassed approximately 8,000 signatures, and that 64 local businesses and organizations had signed on to the initiative. He invited the Board to review the group's website and asked them to unanimously pass the initiative.

Sam Dehne discussed the Reno media and the *Reno Gazette Journal*.

**14-381            AGENDA ITEM 4 – ANNOUNCEMENTS**

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

John Slaughter, County Manager, showed a video on the new North Valleys Water Park. He announced that the grand opening was scheduled for May 17, 2014.

Commissioner Berkbigler indicated that she had not seen any information in regard to Puppy Mills in the County and requested staff research the issue. She said the grand opening for the new Boys and Girls Club was scheduled for May 20, 2014.

Commissioner Weber thanked the many citizens in the North Valleys and the Parks Department for working together to bring the North Valleys Water Park to fruition. She requested an ordinance be drafted on the Warm Springs shooting issues. She reminded the public that May was Older Americans Month with many activities planned throughout the area.

Commissioner Hartung requested an item to discuss possible wellness checks on senior citizens. He also requested a review of the County Code in regard to dangerous dogs.

Commissioner Jung indicated that she had previously requested staff research Puppy Mills in the County. Through that research, it was discovered there were no Puppy Mills in the unincorporated County and the timing was right to draft an ordinance. She recently had a conversation with the County Manager about trains carrying flammable liquids or oils through the area, and if the County was being notified when that occurred.

Chairman Humke said he attended the James Hoff Peace Officer Memorial and stated it was reminiscent of attending a ceremony at the Tomb of the Unknown Soldier in Washington D.C. He noted that other Commissioners also attended the memorial. He announced that the services for former Sheriff Dennis Balaam were scheduled for May 30, 2014 at the Boys and Girls Club.

## **PROCLAMATIONS**

Commissioner Weber explained that the following Proclamations would each be read by a Commissioner, public comment taken on the Proclamations, and then voted on in a block vote.

In response to the call for public comment, Sam Dehne expressed his thoughts on the five Proclamations.

J. Edward Parker spoke on the Emergency Medical Services (EMS) Proclamation and applauded all public safety employees.

### **14-382      AGENDA ITEM 5 - PROCLAMATION**

**Agenda Subject: "May 2014 as Cystic Fibrosis Awareness Month."**

Commissioner Weber read and presented the Proclamation to Julie Skow. Ms. Skow thanked the Board for their Proclamation. She said her daughter put together an event called "Great Strides," which was a 5K walk held at Rancho San Rafael Park to bring awareness to Cystic Fibrosis.

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

### **14-383      AGENDA ITEM 6 - PROCLAMATION**

**Agenda Subject: "May 2014 as University of Nevada Cooperative Extension Month."**

Commissioner Jung read and presented the Proclamation to University of Nevada, Reno (UNR) President Dr. Mark Johnson, Cooperative Extension Dean Mark Walker, Earsten Whitten, Master Gardner Volunteer Stakeholder, and John Sting and Mackenzie Craig, 4-H members.

Dr. Johnson thanked the County for being a long-running partner with UNR and for providing the educational services through the Cooperative Extension.

Mr. Walker thanked the Board for recognizing the Cooperative Extension. He appreciated the County acknowledging the importance of cooperative extension.

Mr. Whitten explained that a component of the extension program was training people to grow healthy food in northern Nevada's climate and soil conditions. He said he worked with local elementary schools and helped the students with their school gardens.

A video was shown that highlighted the Cooperative Extension and their many programs.

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

**14-384            AGENDA ITEM 7 - PROCLAMATION**

**Agenda Subject: "May 15, 2014 as Peace Officers Memorial Day and May 11-17, 2014 as Police Week."**

Commissioner Hartung read and presented the Proclamation to representatives of the Washoe County Sheriff's Office (WCSO). Assistant Sheriff Anthony Miranda thanked the Board for their Proclamation. He also thanked the Commissioners for attending the James Hoff Peace Officers Memorial.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 7 be adopted.

**14-385            AGENDA ITEM 8 - PROCLAMATION**

**Agenda Subject: "May 18-24, 2014 as Emergency Medical Services Week."**

Chairman Humke read and presented the Proclamation to representatives from the Washoe County Sheriff's office (WCSO), the Truckee Meadows Fire Protection District (TMFPD), and the Regional Emergency Medical Services Authority (REMSA).

On behalf of the REMSA, Jim Gubbels, REMSA President, thanked the Board for their recognition. He said it took a team to provide emergency services to the citizens of the County and thanked all the other entities.

TMFPD Fire Chief Charles Moore introduced the Board to Paul and Jen Wiles. He explained that Mr. Wiles had witnessed his wife collapse at their home and began administering CPR and called 9-1-1. With that care and response from the TMFPD paramedics, REMSA paramedics, Care Flight and Renown Medical Center, Ms. Wiles made a full recovery. He said this effort showed that the Emergency Medical System (EMS) worked well.

TMFPD Captain Randy Gates explained the situation with Ms. Wiles as it occurred and the care and training provided from everyone, beginning with her husband. He thanked the Board for the Proclamation and for acknowledging all EMS providers.

Mr. Wiles thanked everyone who was part of his wife's care and said it only took first responders five minutes to arrive at his home. He thanked the Board for supporting all EMS services.

Assistant Sheriff Anthony Miranda said it was with pride that he stood with the EMS partners of the WCSO who were often the first on-scene.

On motion by Commissioner Weber, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 8 be adopted.

**14-386            AGENDA ITEM 9 - PROCLAMATION**

**Agenda Subject: "May 18-24, 2014 as National Public Works Week."**

Commissioner Berkgigler read and presented the Proclamation to Dave Solaro, Community Services Director. Mr. Solaro thanked the Board for their support of the Community Services Department (CSD). He also thanked the CSD staff for their commitment to public works.

There was no public comment on this item.

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

**14-387            AGENDA ITEM 21 – DISTRICT COURT**

**Agenda Subject: "Recommendation to approve Intrastate Interlocal Contract between Public Agencies, the County of Washoe, Second Judicial District Court and the State of Nevada, Department of Health and Human Services and Division of Welfare and Supportive Services, for Master's System July 1, 2014 through June 30, 2018, for the purpose of enforcing child support obligations, locating non-custodial parents, establishing paternity, obtaining child support and adjusting support orders. The estimated budget for these services for fiscal years 2014-15, 2015-16, 2016-17 and 2017-18 [approximately \$1,128,491], reimbursed through federal Title IV-D funds, no match required. (All Commission Districts.)"**

There was no public comment on this item.

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

**CONSENT AGENDA**

**14-388            AGENDA ITEM 10A**

**Agenda Subject: "Approve minutes for the Board of County Commissioners' March 25 and April 8, 2014 meetings."**

There was no public comment on this item.

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

**14-389            AGENDA ITEM 10B – DISTRICT ATTORNEY**

**Agenda Subject: "Approve payments [\$6,737.70] to vendors for assistance of 38 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, victims' spouses and other eligible persons. (All Commission Districts.)"**

There was no public comment on this item.

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

**14-390            AGENDA ITEM 10C – HUMAN RESOURCES**

**Agenda Subject: "Approve reclassification request of an Account Clerk II, pay grade H, to a Fiscal Compliance Officer, pay grade N (Juvenile Services Department) as evaluated by the Job Evaluation Committee. Position cost increase of \$27,300/year offset with department reduction of fiscal consultant contract for a net \$0 fiscal impact. (All Commission Districts.)"**

There was no public comment on this item.

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

**14-391            AGENDA ITEM 10D - SHERIFF**

**Agenda Subject: "Approve Letter of Agreement entered into between the Washoe County Sheriff's Office and the Drug Enforcement Administration of the United States Department of Justice for Domestic Cannabis Eradication Suppression Program [\$5,000, no match required] for overtime and other expenses associated with domestic cannabis eradication. Grant term is retroactive to January 1, 2014 through December 12, 2014. (All Commission Districts.)"**

There was no public comment on this item.

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

**14-392            AGENDA ITEM 10E – SHERIFF/COMMUNITY SERVICES**

**Agenda Subject: "Authorize the continuation of vehicle leasing program involving 19 unmarked SUVs for the Washoe County Sheriff's Office to be administered by the Community Services Department Operations Division, by joining the City of Scottsdale, Arizona's bid #14RP006 for Police Department Undercover Vehicles; and if authorized, allow Enterprise Fleet Management, Inc. to continue as the vehicle provider for an additional 36 month period [estimated annual cost \$83,583.72]; and further authorize the Purchasing and Contracts Manager to execute the leasing contract documents on behalf of the Community Services Department Operations Division and the Washoe County Sheriff's Office. (All Commission Districts.)"**

There was no public comment on this item.

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

**14-393            AGENDA ITEM 10F(1) – COMMUNITY SERVICES**

**Agenda Subject: "Approve the Community Services Department Regional Parks and Open Space Fees and Charges Schedule. (All Commission Districts.)"**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10F(1) be approved.

**14-394            AGENDA ITEM 10F(2) – COMMUNITY SERVICES**

**Agenda Subject: "Approve a Water Rights Deed between Washoe County, as Grantor, and the Truckee Meadows Water Authority, as Grantee, to convey 0.18 acre-feet of West Lemmon Valley Ground Water Rights on behalf of the Mooneyham Trust Dated 7/27/93. (Commission District 5.)"**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10F(2) be approved.

**14-395            AGENDA ITEM 10F(3) – COMMUNITY SERVICES**

**Agenda Subject: "Approve a Correction Water Rights Deed between Washoe County and Montreux Golf Club, LTD. (Commission District 2.)"**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10F(3) be approved.

**14-396            AGENDA ITEM 10F(4) – COMMUNITY SERVICES**

**Agenda Subject: "Approve recommendation to nominate Carol Litster and Lee Leighton to the Truckee Meadows Water Authority (TMWA) Board of Directors for appointment to the TMWA Standing Advisory Committee (SAC) to provide input during the merger of the Community Services Department's Water Utility into the Truckee Meadows Water Authority. (All Commission Districts.)"**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10F(4) be approved.

**14-397            AGENDA ITEM 10F(5) – COMMUNITY SERVICES**

**Agenda Subject: "Acknowledge receipt of the Pyramid Highway and U.S. 395 Connection Project Status Report of the Preferred Alternative. (Commission Districts 3 and 5.)"**

Commissioner Hartung requested a future presentation on the Pyramid Highway and U.S. 395 Connection Project.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10F(5) be acknowledged.

**14-398            AGENDA ITEM 10G(1) - COMPTROLLER**

**Agenda Subject: "Acknowledge receipt of the 32nd annual Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada for the County's Comprehensive Annual Financial Report for the year ended June 30, 2013. (All Commission Districts.)"**

John Slaughter, County Manager, congratulated the Finance staff for receiving the 32nd annual Certificate of Achievement for Excellence in Financial

Reporting from the Government Finance Officers Association of the United States and Canada.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10G(1) be acknowledged.

**14-399            AGENDA ITEM 10G(2) - COMPTROLLER**

**Agenda Subject: "Acknowledge receipt of the Interim Financial Report for Washoe County Governmental Funds for the nine months ended March 31, 2014 - Unaudited. (All Commission Districts.)"**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10G(2) be acknowledged.

**14-400            AGENDA ITEM 10G(3) - COMPTROLLER**

**Agenda Subject: "Authorize the tax collector to strike names and amounts identified on delinquency/uncollectible personal property tax list for fiscal years 2007-2008 through 2013-2014, [\$93,094.79]. (All Commission Districts.)"**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10G(3) be authorized.

**14-401            AGENDA ITEM 10H(1) - MANAGER**

**Agenda Subject: "Acknowledge receipt of an update report on the status of the Washoe County American Recovery and Reinvestment Act 2009 (Stimulus) projects for January – March 2014. (All Commission Districts.)"**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10H(1) be acknowledged.

**14-402            AGENDA ITEM 10H(2) - MANAGER**

**Agenda Subject: "Approve a transfer from General Fund (Community Support-Special Purpose Awards) [\$11,241] to the Capital Improvement Fund for the construction of the volunteer fire station expansion; and direct Finance to make the appropriate budget adjustments. (Commission District 5.)"**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10H(2) be approved and directed.

**14-403            AGENDA ITEM 10H(3) - MANAGER**

**Agenda Subject: "Confirm appointment of Paul McArthur as County Comptroller effective June 10, 2014 and set the annual salary at \$125,008. (All Commission Districts.)"**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Paul McArthur be appointed as the County Comptroller effective June 10, 2014 and set the annual salary at \$125,008.

**14-404            AGENDA ITEM 10H(4) - MANAGER**

**Agenda Subject: "Approve and certification of budgets and special assessments for the following as requested by the State of Nevada Department of Conservation and Natural Resources: 1.) Paid by the Intergovernmental account in the General Fund for Groundwater Basin charges, cost center 180290 account 710200 for the following: Pleasant Valley Groundwater Basin [\$5,000]; Cold Springs Valley Groundwater Basin [\$3,000]; Honey Lake Valley Groundwater Basin [\$2,000]; Truckee Canyon Segment Groundwater Basin [\$3,000]; Lake Tahoe Groundwater Basin [\$200]; Spanish Springs Valley Groundwater Basin [\$3,000]; Tracy Segment Groundwater Basin [\$1,000]; and, Warm Springs/Winnemucca Creek Basin/Winnemucca Ranch [\$1,722]. Total general fund fiscal impact [\$18,922]. 2.) From the Nevada State Trust cost center 990037 for the special assessment for Warm Springs/Winnemucca Creek Basin/Intermountain Pipeline, LTD [\$1,278]; and, 3.) From the Nevada State Trust cost center 990034 for the special assessment for the Truckee Meadows/Sun Valley Basin [\$45,000] which is equivalent to a tax rate of \$.000603; and, 4.) From Lemmon Valley Water District cost center 990012 for the Lemmon Valley Groundwater Basin [\$15,000]; and, 5.) From the Hualapai Flat Water District cost center 990038 for the assessment [\$3,127.35]; and, 6.) From the San Emidio Desert cost center 990039 for the assessment [\$3,453.67]; and, 7.) From the cost center 990050 for the special assessment for the Warm Springs Valley**

Groundwater Basin for the assessment [\$6,055.87]; and, 8.) From the cost center 990036 for the special assessment for the Washoe Valley Groundwater Basin [\$3,538.94]; and, 9.) Direct the County Clerk to attest the certificates and submit them to the State Engineer with copies to the Treasurer, Comptroller and Budget Division; 10.) Direct the Treasurer to bill and collect the special assessments requested; and, 11.) Further direct the Comptroller to pay to the Department of Conservation and Natural Resources the requested funds. Impact to the general fund [\$18,922] and has been included in the fiscal year 2014-2015 budget; the total cost of all Groundwater Basin assessments requested by the State Engineer is [\$96,375.83]. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10H(4) be approved, certified and directed.

**14-405            AGENDA ITEM 10I(1) – REGISTRAR OF VOTERS**

**Agenda Subject: "Approve Interlocal Agreement between the County of Washoe and the City of Sparks for election services provided by Washoe County (approximate reimbursement received by the County will vary according to number of candidate races and questions placed on the ballot by City of Sparks). (All Commission Districts.)"**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10I(1) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**14-406            AGENDA ITEM 10I(2) – REGISTRAR OF VOTERS**

**Agenda Subject: "Approve Interlocal Agreement between the County of Washoe and the City of Reno for election services provided by Washoe County (approximate reimbursement received by the County will vary according to number of candidate races and questions placed on the ballot by City of Reno). (All Commission Districts.)"**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10I(2) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**14-407            AGENDA ITEM 10J(1) – SOCIAL SERVICES**

**Agenda Subject: "Approve 2015 Interlocal Agreement to Use Account for Low-Income Housing Welfare Set-Aside Funds by Washoe County between Washoe County and the Nevada Housing Division of the Department of Business and Industry of the State of Nevada [\$81,635, no match required] to provide emergency housing assistance; effective July 1, 2014 through June 30, 2017; and direct Finance to make necessary budget adjustments. (All Commission Districts.)"**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10J(1) be approved and directed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**14-408            AGENDA ITEM 10J(2) - SOCIAL SERVICES**

**Agenda Subject: "Authorize the Department of Social Services to pay or purchase honorarium fees, conference room and technical support fees, food and refreshments, aged out youth panel stipends, prizes, t-shirts, lanyards, incentives, life book supplies, and other miscellaneous conference-related expenditures incurred in support of the Department hosting the Northern Region Independent Living Conference at the University of Nevada Reno on July 9, 2014, utilizing Chaffee grant funding [approximately \$11,000]. (All Commission Districts.)"**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10J(2) be authorized.

**14-409            AGENDA ITEM 10K(1) – COMMUNITY SERVICES**

**Agenda Subject: "Accept cash donations [\$78,115.95] from the Wilbur May Foundation for Fiscal Year 2013-14 special projects supporting the Wilbur D. May Museum and Arboretum. (Commission District 3.)"**

On behalf of the Board, Commissioner Jung thanked the Wilbur May Foundation for their generous donation.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10K(1) be approved.

**14-410            AGENDA ITEM 10K(2) - PARKS**

**Agenda Subject: "Accept cash donations [\$36,343.49] from various businesses, organizations and individuals and acknowledge in-kind donations for Regional Parks and Open Space programs and facilities; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)"**

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

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10K(2) be accepted.

**14-411            AGENDA ITEM 10K(3) – DISTRICT ATTORNEY**

**Agenda Subject: "Accept donations [\$860] for the District Attorney's Office Child Advocacy Center remodel, equipment, and operations from the Victim Witness Assistance Center; and authorize Finance to make appropriate budget adjustments. (All Commission Districts.)"**

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

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10K(3) be approved.

**14-412            AGENDA ITEM 10K(4) – SHERIFF/ANIMAL SERVICES**

**Agenda Subject: "Accept monetary donations to Washoe County Regional Animal Services [\$7,305.50] for the period of January 1, 2014 – March 31, 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 Finance to make the appropriate budget adjustments. (All Commission Districts.)"**

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

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10K(4) be approved.

### **BLOCK VOTE**

The following Agenda Items were consolidated and voted on in a block vote: 14, 15, 16, 18, 19, 20, 25, 26 and 27.

#### **14-413      AGENDA ITEM 14 - MANAGER**

**Agenda Subject: "Recommendation to approve Resolution to augment the Truckee River Flood Management Infrastructure Fund [\$1,159,697] to cover previously approved unbudgeted expenditures for the fiscal year 2013-2014; and, direct the Comptroller's Office to make the appropriate budget adjustments (net impact to County Budget is zero). (All Commission Districts.)"**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 14 be approved and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

#### **14-414      AGENDA ITEM 15 - MANAGER**

**Agenda Subject: "Recommendation to approve a General Fund Contingency transfer [\$125,000] to the Community Services Department-Regional Parks operating budget to provide FY 2013/14 appropriation authority for seasonal staff and direct the Comptroller to make the appropriate budget adjustments. (All Commission Districts.)"**

There was no public comment on this item.

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

#### **14-415      AGENDA ITEM 16 - MANAGER**

**Agenda Subject: "Recommendation to approve a General Fund Contingency transfer [\$31,526] to the Community Services Department-Regional Parks operating budget to provide FY 2013/14 appropriation authority for operating new facilities at North**

**Valleys Water Splash Park and direct the Comptroller to make the appropriate budget adjustments. (Commission District 5.)"**

There was no public comment on this item.

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

**14-416            AGENDA ITEM 18 - PURCHASING**

**Agenda Subject: "Recommendation to award Request for Proposal (RFP) 2892-14 for a Neighborhood Justice Center to be funded solely through State-mandated Court filing fees, to the Neighborhood Mediation Center, Inc. [estimated annual amount [\$110,105]; and authorize the Purchasing and Contracts Manager to execute the Agreement with the Neighborhood Mediation Center Inc., for a one year term with two one-year renewal options. (All Commission Districts.)"**

There was no public comment on this item.

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

**14-417            AGENDA ITEM 19 – HUMAN RESOURCES**

**Agenda Subject: "Recommendation to Approve FY 2014/15 Health Benefits Program for employees, dependents and retirees at an approximate annual cost of \$47.0 million, and authorize the Director of Human Resources/Labor Relations to execute all insurance contracts and service agreements pertinent to the Health Benefits Program. (All Commission Districts.)"**

There was no public comment on this item.

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

**14-418            AGENDA ITEM 20 – SOCIAL SERVICES**

**Agenda Subject: "Recommendation to approve Professional Services Agreement for a Marketing Campaign in Support of the Children’s Adoption Program between the County of Washoe through its Department of Social Services and Wolf Pack Sports Properties, LLC, for the development and execution of a marketing campaign in conjunction with “Have a Heart Nevada” adoption activities, [not to exceed \$124,000], paid from Indigent funding 179300, for the period through May 30, 2015,**

**in support of an expansive media marketing and outreach campaign to facilitate adoptions of children in Washoe County custody. (All Commission Districts.)"**

There was no public comment on this item.

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

**14-419            AGENDA ITEM 25 – COMMUNITY SERVICES**

**Agenda Subject: "Recommendation to accept and approve a Nonpoint Source Pollution Prevention Program 319(h) subgrant award from the Nevada Division of Environmental Protection [\$175,000] for the period of May 13, 2014 through June 30, 2018; and utilize Washoe County Operations and Maintenance Funds collected and held in trust by Tahoe Regional Planning Agency (TRPA) [\$10,000]; both sources of funding for the purchase of two bulk spreaders with GPS automation and tracking for use in the Lake Tahoe area [with County in-kind match of \$175,300 via operation and maintenance of the spreader through October, 2019]; and direct Finance to make the appropriate budget adjustments. (Commission District 1.)"**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 25 be accepted, approved and directed.

**14-420            AGENDA ITEM 26 – COMMUNITY SERVICES**

**Agenda Subject: "Recommendation to accept a federal Land and Water Conservation Fund grant totaling [\$126,207.50] [\$126,207.50 in-kind staff time/cash match from Residential Construction Tax District 2A5] for a grant term of May 13, 2014 through December 31, 2017, for North Valley Regional Park Playground Rehabilitation Project; authorize the Community Services Department Director to sign the State of Nevada, Division of State Parks, Land and Water Conservation Fund Project Agreement and all associated grant documents on behalf of the County; authorize the District Attorney to deed restrict the property for public outdoor recreation in perpetuity; and authorize Finance to make the appropriate budget adjustments. (Commission District 5.)"**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 26 be accepted and authorized.

14-421 AGENDA ITEM 27 – COMMUNITY SERVICES

**Agenda Subject:** "Recommendation to direct Community Services Department staff to conduct boundary line adjustments at Virginia Foothills Park/Brown Elementary School [APNs 140-030- 09 and 10] and Lemmon Valley Park/Lemmon Valley Elementary School [APN 080-461-06 and 07] in cooperation with Washoe County School District; and authorize the Community Services Department Director to sign all documents on behalf of Washoe County. (Commission Districts 2 and 5.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 27 be directed, authorized and executed.

**11:30 a.m.** The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

*The following item only (Agenda Item #12) will be heard by the Washoe County Board of Commissioners who will convene as the Washoe County Board of Commissioners and the Board of Fire Commissioners for the Truckee Meadows Fire Protection District. (Agenda Item #5 and #6 on the Fire agenda).*

14-422 AGENDA ITEM 12 – TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

**Agenda Subject:** "Presentation, discussion and possible action to accept a report from the Blue Ribbon Committee on Regional Fire Service. (All Commission Districts.)"

This agenda item was heard by the Board of Fire Commissioners and the Board of County Commissioners during the Truckee Meadows Fire Protection District/Sierra Fire Protection District (TMFPD/SFPD) meeting of May 13, 2014, Agenda Item 5. Any discussion could be found on the May 13, 2014 TMFPD/SFPD minutes.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 12 be accepted.

\* \* \* \* \*

Later in the meeting, Commissioner Weber affirmed her acceptance of the report.

**1:04 p.m.** The Board recessed into closed session as the TMFPD/SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

**14-423** **AGENDA ITEM 36**

**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. "

**1:05 p.m.** On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Weber absent, it was ordered that the meeting recess to a 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.

**2:17 p.m.** The Board reconvened with all members present.

**14-424** **AGENDA ITEM 28 – COMMUNITY SERVICES**

**Agenda Subject:** "Discussion and possible direction to staff to obtain appraisals, environmental site assessment and other property information and discuss a possible exchange agreement for presentation to the Board regarding a possible property exchange between Washoe County and Nevada Pacific Development Corporation and Ponderosa Ranch, LLC whereunder Washoe County would exchange a portion of Somers Loop road including an 8'by 200' strip extending from Somers Loop to Lake Tahoe in Crystal Bay, Nevada (the "Somers Loop Property"), for approximately 16.5 acres of land (including trails and historic features) near Incline Village approximately  $\frac{3}{4}$  of a mile southeast of the intersection of Tunnel Creek Road and Highway 28 (the "Ponderosa Property"). If the Board is interested in evaluating the possible exchange, it would (1) appoint the appraisal firm of Johnson-Perkins & Associates to appraise the Ponderosa Property; (2) direct staff to obtain two appraisals of the Somers Loop Property from the list of approved appraisers established under NRS 244.2795; (3) direct staff to conduct due diligence on the Ponderosa Property, including an environmental site assessment; and (4) direct staff to discuss terms of a proposed exchange agreement for presentation to the Board. Staff would be authorized to expend up to [\$22,000] for the appraisals and environmental site assessment. (Commission District 1.)"

Bill Whitney, Division Director, remarked that the staff report indicated that the Somers Loop Easement was 8 feet by 200 feet; however, the correct dimension was 8 feet by 140 feet. As part of the due diligence that must be completed for the proposed exchange, he said the County attorneys and the property owner would determine the most appropriate way to convey the Somers Loop property, whether through vacating, abandonment or sale. If due diligence indicated that the exchange could

happen, there would be another agenda item with all the information and facts available for the Board and the public to review.

Mr. Whitney explained that some misinformation was being perceived concerning this proposed exchange and there were many questions about this proposal not being a public process. He explained that in 2007 the previous property owner had attempted to abandon this same easement. In terms of abandonment, Mr. Whitney said the NRS and the County Code required that an application be filed and a Planning Commission hearing be held. When a Planning Commission meeting was scheduled, notices would be mailed to the affected property owners. Because the current property owner did not request abandonment, a Planning Commission hearing or noticing of neighbors was not required. He said the public process for this proposal began at the Incline Village/Crystal Bay Citizen Advisory Board (CAB) meeting last week. Mr. Whitney indicated that many of the e-mails stated that the County and the property owner had been working on this proposal for six to eight months. He clarified that staff had spoken to the property owner sporadically over the past six months, as time and workload allowed, seeing if this proposal was even viable enough to bring to the Board.

Mr. Whitney conducted a slide presentation that included several photographs and maps of the Somers Loop easement. The presentation highlighted the affected area, a picture of the property **before** the vandalism (which was Manzanita bushes being removed from the County easement), a picture of the property **after** the vandalism, the Crystal Bay County easements, the existing stairway down to the Lake on Somers Drive, the County's depiction of the stairway, the Ponderosa Land, the Bullwheel, and the Incline Flume Trail. A copy of the slides was placed on file with the Clerk.

Mr. Whitney indicated that the Nevada Pacific Development Corporation, the property owner on either side of the County easement, and Ponderosa Land had stated they would be willing to pay all transaction costs to include closing costs, appraisals, and environmental reviews up to \$25,000 at closing. He questioned if the County would be reimbursed if a closing did not occur and stated the Board should keep that question in mind.

Commissioner Hartung said staff would be authorized to expend up to \$22,000 for the appraisals and the Environmental Site Assessment. He said the responsibility for those fees was an important part of the equation. He thought the trail going down to the Lake was being discussed, but it appeared that two other pieces of property were also included. Mr. Whitney stated that was correct. Commissioner Hartung inquired on the total square footage for all the property in question.

Greg Salter, Deputy District Attorney, replied that due diligence was still being conducted as to how much of the road stub needed to be abandoned. He said there was also an encroachment involved that needed to be corrected. He explained that the maps had not yet been completed so the actual square footage had not been determined. If the County decided not to go through with the abandonment or exchange, Commissioner Hartung asked if the encroachment issue still needed to be corrected. Mr. Salter stated

that was correct. He indicated there were three different statutes that could resolve the encroachment, but that was a separate issue. Commissioner Hartung asked if the portion of the Incline Flume Trail was improved. Mr. Whitney replied that the Trail needed work to reduce erosion and wash-outs as required by the Tahoe Regional Planning Agency (TRPA). Commissioner Hartung disclosed that he had previously met with the property owner.

During the CAB meeting, Commissioner Berkbigler said testimony was given about a number of artifacts leftover when lumber was being removed from that area. She asked who would be responsible for those artifacts. Mr. Whitney stated that issue would also be part of the due diligence.

Commissioner Jung asked if the U.S. Forest Service wanted this property. Mr. Whitney explained that a written commitment had not been received from the Forest Service. After speaking to them, he said they were interested, but staff had not yet received direction from the Board to move forward. Commissioner Jung inquired on the two-hour policy where staff determined good use of taxpayer time while working on a potential proposal.

John Slaughter, County Manager, explained that the Board had a policy in their Procedures and Policies regarding staff time. He said there was a general two-hour rule before an item was brought to the Board. Mr. Whitney stated that staff had met with the property owner, as requested by Commissioner Berkbigler, to learn about the proposal. Commissioner Jung felt it was more than two hours. She asked if there was an estimate from the County Engineer on the cost to enhance and improve the safety of the easement. Mr. Whitney replied there was currently not an estimate, but the main question was if the easement was developable. He said there was not a definite answer, but the Engineers had reviewed the trail. Commissioner Jung requested the Engineer's cost. She inquired on the parking spots around the other County easements in Crystal Bay. Mr. Whitney replied there were no "official" parking areas for any of the Crystal Bay easements. Commissioner Jung asked if the Parks Department had been consulted, and had there been an estimate to maintain the Incline Flume Trail. Mr. Whitney replied that an estimate for that maintenance had not been determined. Commissioner Jung also requested an estimate for the maintenance. She asked who maintained the public stairs on the County's easement. Mr. Whitney said staff was unsure on that because it was unclear who built the stairs. He clarified that it was a County easement, but he did not believe the County maintained or built those stairs. Commissioner Jung inquired on the liability faced by the County and requested a legal analysis of that liability.

The property owner stated they would pay all costs at closing up to \$25,000, and Commissioner Jung asked about the estimate for the appraisals and clarification of the other closing costs. Mr. Whitney replied that the estimate was up to \$22,000 and the other closing costs were escrow fees and title fees. Mr. Salter added that there would not be any property tax adjustments. He explained there would be the three appraisals and a Phase I Environmental Site Assessment. He felt the \$25,000 would adequately cover the closing costs.

Commissioner Hartung asked if the Phase I Environmental Site Assessment was near the Bullwheel. Mr. Salter explained that Phase I would include the entire 16.5 acres and some site assessment around the Bullwheel, which may implicate the Historic Preservation Act, and could include a cultural survey after possession was taken of the property. Commissioner Hartung asked if giving the property to the Forest Service constituted disposal of the land. Mr. Salter stated that was correct. Commissioner Hartung was concerned that the County could be inheriting additional costs with respect to the archeological significance of that area.

Commissioner Berkbigler explained that the staircase on the County's easement was built and maintained by Crystal Bay residents. As a County, she noted there was liability because it was a County easement regardless if someone else built the stairs.

With respect to the staircase, Commissioner Hartung asked if a permit was pulled for those stairs. Mr. Whitney stated he was not aware of any permit.

Chairman Humke asked if the County had the right to build anything on the easement in question. Mr. Whitney replied the right was there if the rules were followed. He said TRPA specifications would have to be met for land coverage and for what could be completed on that part of the shore zone. He said the County Engineers took a cursory look of the easement and noted that stairs could be built.

Commissioner Berkbigler said it was important to remember that a pier could not be built or anything that assimilated a pier because TRPA would not approve that permit. She added that the County would be responsible for assuring that no pollution or footings would be placed in such an area that would result in run-off.

Chairman Humke said the sign at the top of the easement in question, as shown in the presentation, meant that the easement was not usable and/or dangerous. Mr. Whitney replied that was correct since there was not an improved trail. He said the County placed that sign there for liability reasons.

Paul Lipparelli, Legal Counsel, explained there was an application for abandonment in 2007, which went through a different process. He said through a series of meetings and hearings, the condition of the Somers Loop access was brought to the County's attention. At that point, he said the County chose to post the sign to state it was unsafe.

Commissioner Berkbigler said the damage done to the trail by the recent vandalism was a federal violation as well as a State violation since nothing was allowed to be removed at the Lake without permits and/or written permission. Mr. Whitney stated that the Washoe County Sheriff's Office (WCSO) had an on-going, open investigation. Commissioner Berkbigler added that TRPA also had an open investigation.

Gary Midkiff, Ponderosa and Nevada Pacific Development representative, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included the proposed property benefits, the Incline Flume Trail Map, aerial view of the proposed land exchange, the historic Bullwheel, the land exchange facts, the Nevada Vista Subdivision neighborhood map, the closed County strip, the eight-foot wide County strip profile, County strip stairs encroachment, the existing access to private parcels and the Somers Loop public access.

Chairman Humke disclosed that he and other Commissioners had individually met or had spoken to the representative on different occasions.

Mr. Midkiff clarified if the offer did not close; the land owner would cover up to \$25,000 related to the due diligence. The land owner also stated they would cover the initial survey and evaluation for the historical survey.

Ann Nichols, North Tahoe Preservation Alliance (NTPA), said NTPA appreciated the Incline Flume Trail, the Bullwheel and the Tunnel Creek Station and hoped that the Nevada Pacific Development Corporation (NPDC) would agree to donate the undevelopable site to the U.S. Forest Service, but not at the expense of losing limited public access to Crystal Bay. She said the Somers Loop right-of-way trail began with a generous offer, but could end with local residents and other public users losing a well known trail to the Lake. A copy of her comments was placed on file with the Clerk.

In response to the call for public comment, Ronald Code submitted a map of the proposed stairway, which was placed on file with the Clerk. He said he was opposed to the proposed land exchange because this proposal was knowingly designed to create friction in an effort to sway public opinion. He said a staircase could be built on the easement that would meet safety standards.

Judith Miller indicated that she mountain biked, kayaked and walked the Incline Flume Trail and had also been on the trail in question. She explained that many kayakers began at Sand Harbor and, after passing Hidden Beach, indicated there was not a single public access with sand for a kayaker to take a break since it was a very rocky coastline. She said the bottom of the County easement had a small sandy beach that was used by kayakers. She indicated that the tiny beaches the County owned were valuable and urged the Board not to give it away.

Nick Exline said he was in support of the proposed project and stated that these opportunities did not arrive often. He urged the Board to support the project and move forward with the appraisal process.

Rick Byrem indicated that he prepared the exhibit presented by Mr. Midkiff representing the slope. He explained the steepness of the slope and noted that the lower portion had an average slope of 73.5 percent and had not historically been used as a trail. In Nevada, he said property ownership extended to the low water line of the Lake,

and what the County owned was an eight-foot wide strip with a small sandy beach at the bottom, but the public land at the bottom of that strip was eight-feet wide.

Brian Shinault explained if stairs were placed on the easement, the Americans with Disabilities Act (ADA) compliance and criteria would have to be met.

Pete Todoroff noted how many people in Crystal Bay, including himself, opposed this proposal.

Arnold Landau stated that he wanted the easement preserved for posterity, but said it was important to keep this land in the public domain.

Shirley Kliman distributed documentation, which was placed on file with the Clerk. She said the residents of Crystal Bay needed their beach access and stated her concern for the proposed exchange. A copy of her remarks was placed on file with the Clerk.

John Gregory explained that he enjoyed the use of the Incline Flume Trail and was in support of the proposed exchange.

Scott Tuoto indicated this was Fee Title Land the County owned and was open to the public. He felt the Board could decide what was best for that property and stated his support for the land exchange.

Dan Schwartz hoped that the Board would thoroughly review the proposal and decide what was best for the Crystal Bay residents.

Dorea Shoemaker indicated that the Incline Flume Trail could not legally be touched or erosion control mitigated because it would be a federal offense. However, it was a popular trail and she hoped the proposed exchange would occur. She stated that Crystal Bay residents had other accesses to the Lake.

Clay Grubb indicated that he had extensive experience in trail design. He said the area between Tunnel Creek Road and the Mt. Rose Highway was a significant, historical, recreational, educational and ecological area where a coordinated and comprehensive agency management plan was needed. He encouraged the Board to have the area in question placed into public domain.

Dan Dominy said the Incline Flume Trail was not a legal, adopted trail by the Forest Service, but was the flattest trail in that area.

Susan Hughes said she belonged to a group that advocated for trails and trail-use in the Incline/Crystal Bay area. She said acquisition of the trail and the Bullwheel would be a great benefit to the citizens and an opportunity to improve the trail.

Erik Holland remarked that people visit the Lake to see the Lake. He was opposed to the proposed land exchange, and felt that as many access points that were needed should be made possible to the public.

Frank Wright submitted photographs to the Board, which were placed on file with the Clerk. He questioned if the Board had the authority to enter into this type of agreement. He said the access rights from the Nevada Vista Subdivision had been turned over to the County in the 1920's for the future protection of the easements.

Mary Mosher-Armstrong said she never had an issue finding hiking and/or biking trails around the Lake, but did have an issue finding access to the Lake itself. If the trail was taken away, she said it would be abandoning the rights of the public users.

Margaret Martini submitted a document to the Board, which was placed on file with the Clerk. She felt there was a lack of transparency with this issue and a sense of deception.

Elizabeth Tuoto, Ponderosa Ranch and Nevada Pacific Development, said many concerns and perspectives had been heard from all sides. She clarified there was no secret agenda, only a solution to support the community by offering a spectacular historical site and a premier trail to the public on 16.5 acres. She explained there was no intention to build condominiums or high density resorts on the property, but the property owners only wanted to gain privacy, security and have peace of mind for their private property. She clarified that the property owner would be willing to assume the costs and make a financial donation for archeological studies, signage, and materials to bring the trail to current environmental standards. She said there should be no cost to the County with help from volunteer and certified trail builders to improve, support and maintain the Incline Flume Trail and the Bullwheel. She indicated that former County Commissioner Jim Galloway believed that the exchange would be beneficial to the citizens of the North Shore and the County, and would provide recreational benefits to all users of the Tahoe trail. Ms. Tuoto hoped that the Board would see the value in this opportunity to acquire the 16.5 acres to become legally available for everyone to enjoy, which had been held in private hands for so many years.

Scott Tieche believed this proposal was not an equitable trade and the two ideas should not be included in the same conversation.

Commissioner Jung asked if the WCSO had been involved with the discussion and did they have any interest in using the beach access. Mr. Whitney replied that he was not aware of the WCSO being involved in that way, but they had been involved in the open investigation surrounding the recent vandalism. Commissioner Jung thought that may be a good point of discussion to occur with the WCSO. She asked if all the CAB members voted no on this issue. Mr. Whitney stated that he did not hear them take a vote at the meeting. Mr. Lipparelli explained there were few instances where CABs performed statutory functions, which would include when a developer had a

project mandated by State law to include meetings in the affected neighborhood. He commented that this matter was not one of those statutory functions.

Commissioner Jung inquired on the legality of subdivision access rights. Mr. Lipparelli explained that the map creating the streets and easements was recorded in the 1930's when practices were less precise. The map did not include any words of conveyance from the owner to the County or the public, which made it difficult to know the nature of the County's rights to those easements. It was equally unclear that a recorded map with that imprecise language did not inform whether the property owners considered those accesses part of the rights that were pertinent to that subdivision. Commissioner Jung questioned when the sign on the easement was put in place. Mr. Whitney replied that the sign was placed after the 2007 abandonment case. Commissioner Jung said there was a claim about another County easement on Crystal Drive that was equally, if not more dangerous than this access, and asked if that easement had a sign. Mr. Whitney stated that all easements were difficult and undeveloped, but he was unclear if that easement was posted. Commissioner Jung requested staff conduct an investigation. She felt these issues should be discussed separately and that the value on the land should also be reviewed on how it may enhance the property owner's holdings in that area.

Commissioner Hartung was concerned about the existing stairs and the County's liability. He was also concerned about the cost incurred with respect to the Bullwheel site, but he had no appetite to gain access to that site utilizing eminent domain.

Commissioner Berkbigler was interested if the WCSO had any thoughts on using the eight-foot beach for any of their equipment. She said TRPA was all about protecting the Lake and the clarity of the Lake. She explained that TRPA was very concerned when the Manzanita bushes were removed from the trail because the run-off into the Lake could create a serious problem that could become an expensive problem for the County. She commented that building an access or cutting a trail would not be approved by TRPA because it would result in pollution and run-off. She was also concerned on the potential liability with the existing stairs and this trail, but the option to shut down the stairs could prevent access to the Lake for Crystal Bay residents. She said it would be great to address these as separate issues; however, they were brought to the Board as a package deal. She felt there would not be any incentives for the landowner to offer the County the Bullwheel, the Incline Flume Trail or the 16.5 acres if the County would not work with them in another fashion. She said staff needed to further investigate if there was an advantage or a financial reason for the County to move forward. Commissioner Berkbigler stated that she would never agree to eminent domain.

Chairman Humke thought that Somers Loop had a questionable legal background whether there was an actual dedicated easement to the County. He asked if the concept of a prescriptive easement could modify that legality through regular use. Mr. Salter said it was recently discovered that the County owned Fee Title to that strip, which was conveyed to the County on a 1926 map. Based on a statute from 1905, the plotting of that area on the map actually constituted a dedication of Fee Title and the County owned

a fee to all the roads that went down to the Lake, which may be part of the road system since it was all one plot on the map. Chairman Humke agreed that due diligence was needed. Based on public comment today, he said citizens proudly stated that they did not care who owned that land and would ride or walk on that trail regardless. He asked if that was a prescriptive easement to the Incline Flume Trail. Mr. Salter stated that it raised a question, but he would not give an opinion on the Incline Flume Trail or the meaning of people using that trail.

Chairman Humke inquired on the appraisals being proposed. Mr. Salter replied that staff was asking the Board to appoint the Johnson-Perkins firm to appraise the Ponderosa property and, if contemplating a possible sale of the Somers Loop property, statute then required the County obtain two appraisals for what was being sold.

Chairman Humke questioned the "two-hour" rule. Mr. Slaughter explained that the policy related to individual Board member direction to staff and, if that would exceed two hours of staff time, the discussion would be presented to the Board.

Commissioner Berkbigler suggested this may be a good field trip for the Commission to fully envision the trail in question. She thought it would be best for the Board to investigate and determine the best use of County land and the best use of this offer.

Commissioner Hartung clarified that he had no desire to have the residents tear out the stairs; however, he felt those stairs should be brought to Code. He questioned if an appraisal could be made on each parcel abutting the easement, and an appraisal on the two parcels, including the easement as one parcel, to determine the difference in value.

Commissioner Hartung inquired on the terms of the reimbursement. Mr. Lipparelli recommended that the County engage in a contract between the professional and the County to be clear that the professional was the County's agent. Then the Board could accept the property owner's offer for reimbursement up to \$25,000 as opposed to having the land owner engage the agent. Commissioner Hartung stated that some residents would create parking spaces on the two small parcels up off the road. Mr. Whitney replied that would be analyzed in the due diligence. He said part of the property at the top of the easement was encroached on by dwellings, but felt it was not good for public parking because it was an access to existing homes and room for emergency vehicles was needed. Commissioner Hartung requested clarification on the parking after the due diligence was completed.

Chairman Humke asked if this offer had a time limit. Commissioner Berkbigler did not believe there was a time limit.

Commissioner Jung requested answers to her questions be in the due diligence report.

Commissioner Hartung requested information on the extent the property owner would participate with the historic value of the Bullwheel area. He asked what would occur if the appraisals exceeded the \$22,000. Chairman Humke said it would be outside the authority of the motion and would return to the Board.

Chairman Humke said there was a great deal of due diligence to be conducted on this issue. Commissioner Berkbigler stated that the due diligence would be implied in the process.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried, it was ordered that staff be directed to obtain appraisals and property information and discuss possible exchange terms regarding a possible property exchange between Washoe County and Nevada Pacific Development Corporation and Ponderosa Ranch, LLC, whereunder the County would exchange a portion of the Somers Loop road including an 8 foot by 140 foot strip extending from Somers Loop into Lake Tahoe in Crystal Bay, Nevada (the Somers Loop property) for approximately 16.5 acres of land (including trails and historic features) near Incline Village approximately three-quarters of a mile southeast of the intersection of Tunnel Creek Road and Highway 28 (the Ponderosa property) and report back to the Board. It was further ordered to designate Johnson-Perkins and Associates to appraise the Ponderosa property; that staff be directed to obtain two appraisals on the Somers Loop property to include the entire value from appraisers on the list of approved appraisers established under NRS 244.2795 and Washoe County Code (WCC) 80.550; that staff be directed to conduct due diligence on the Ponderosa property including an Environmental Site Assessment; and, that staff be directed to discuss terms of an exchange agreement for presentation to the Board. Staff was also authorized to expend up to \$22,000 on the appraisals and environmental site assessment.

**4:55 p.m.** The Board reconvened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

*The following item only (Agenda Item #13) will be heard by the Washoe County Board of Commissioners who will convene as the Washoe County Board of Commissioners and the Board of Fire Commissioners for the Truckee Meadows Fire Protection District. (Agenda Item #5 and #6 on the Fire agenda).*

**14-425            AGENDA ITEM 13 - TRUCKEE MEADOWS FIRE PROTECTION SERVICES**

**Agenda Subject: "Discussion, possible action or direction to staff on a plan for the use of automatic aid to provide assistance to neighboring fire agencies. (All Commission Districts.)"**

This agenda item was heard by the Board of Fire Commissioners and the Board of County Commissioners during the Truckee Meadows Fire Protection

District/Sierra Fire Protection District (TMFPD/SFPD) meeting of May 13, 2014, Agenda Item 6. Any discussion that occurred, could be found on the May 13, 2014 TMFPD/SFPD minutes.

**5:50 p.m.** The Board adjourned as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners and reconvened as the Board of County Commissioners.

**14-426            AGENDA ITEM 40 - MANAGER**

**Agenda Subject: "Discussion on the vacancy on the Reno Justice Court (Department 3) and possible action including: setting an election for the November 4, 2014 general election under NRS 293.165, establishing a process to appoint a person to serve until January of 2017, and/or accepting the suggestion to leave the seat vacant until the 2016 general election."**

Paul Lipparelli, Legal Counsel, said it was important for the Board to consider all the options due to some of the timeframes. He said an option not favored by the Secretary of State, as noted in the submitted letter, was leaving the position open through the end of 2016, which was a suggestion the Board was given as a cost saving measure. He said the other two options were to appoint a person to the vacancy to serve from the date of the appointment until the end of the term, or attempt to make use of the upcoming General Election. In the absence of a Primary Election, he said all eligible candidates would be able to register and run for the Office in the General Election. Some individuals felt that may significantly dilute the vote, which may lead to unusual results from the election. However, Mr. Lipparelli explained that it was a legal process available under the State's election laws and had the advantage of allowing the voters to decide on the person to fill the vacancy. He said that option was favored by a Nevada Supreme Court case involving a District Court Judge in Las Vegas who was removed from office on the basis that an election was available between the time the Judge was appointed and the end of the term.

Mr. Lipparelli explained that it was within the Board's authority, under NRS 4.140, to appoint a person. If the Board favored that approach, he suggested adopting a resolution at a subsequent meeting that set forth the process to be used. He said if the General Election option was selected, direction should be given immediately since it would take the remaining time between now and the General Election to arrange for a filing period.

Commissioner Hartung asked if an individual had to live in a certain district or area. Mr. Lipparelli replied to run for the Office, the person would have to reside in the township the Justice of the Peace position represented, but there was not a similarly expressed provision in the appointment of judges. Commissioner Hartung was concerned if the Board appointed a person to the seat knowing there could have been an election.

Chairman Humke stated that he received an e-mail from Judge Pete Sferrazza that stated "there appeared to be a 2014 population estimate for Nevada judicial townships. If it did not exist did that mean a non-attorney can run for the Reno Justice Court." Mr. Lipparelli recalled that the official population of the township was derived from a declaration made annually by the Governor in the State's budget. He was unclear if the statutes that trigger the requirement for judges to be lawyers contemplated sliding back in population. He said unless the population of the township had decreased so dramatically there was a chance it went below the relevant threshold, he thought once the township exceeded the threshold that requirement then became enabled and the Justices of the Peace must be a licensed attorney.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that the Reno Justice of the Peace position be placed on the November 4, 2014 General Election.

**14-427            AGENDA ITEM 17 – REGISTRAR OF VOTERS**

**Agenda Subject: "Recommendation to acknowledge presentation of election preparations for 2014. (All Commission Districts.)"**

Luann Cutler, Registrar of Voters, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included candidate filing, the ballot preparation, Edge Voting Machine preparation, the Sample Ballots, web page information, the length of the sample ballot, Poll Worker training, vote by mail ballots, the early voting schedule, update on voter registration and the expected voter turn-out.

Commissioner Berkbigler inquired on the expected voter turnout. Ms. Cutler replied that the turnout was expected to be about a percent higher than the previous high turnout because of the interest generated around some of the races. Commissioner Berkbigler asked if a voter would be able to see all the names for a certain race on one page. Ms. Cutler stated that was correct.

Commissioner Hartung requested a link for the Sample Ballot be placed on the County's home page. He asked if the names on the ballot would ever be randomly placed versus alphabetical order. Ms. Cutler explained that the NRS did not allow for candidate or ballot rotation.

There was no public comment on this item.

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

**14-428            AGENDA ITEM 22 - MANAGER**

**Agenda Subject: "Status report and possible direction to staff on the Manager's recommended Fiscal Year 2014/2015 budget; approve the recommended changes to position control for fiscal year 2015; and, approve the Washoe County Capital Improvements Plan for Fiscal Years 2015-2019; and direct the County Manager to bring back to the Board a Final Budget incorporating the approved Manager recommendations for adoption at the public hearing scheduled for May 19. Capital projects will return to the Board of County Commissioners for separate action prior to implementation. (All Commission Districts.)"**

John Slaughter, County Manager, noted that the staff report had an extensive overview of the Manager's recommendations to the Board and a listing of the Capital Improvement Plan.

Commissioner Berkbigler asked for a report on the amount the County provided to the Community Assistance Center (CAC). Mr. Slaughter replied that staff was preparing a summary of the County's support for indigent services including the CAC.

There was no public comment on this item.

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

**14-429            AGENDA ITEM 23 – COMMUNITY SERVICES**

**Agenda Subject: "Introduction and first reading of an Ordinance amending Washoe County Code Chapter 110, Development Code at Article 302 (Allowed Uses) and Article 304 (Use Classification System) to regulate the location for liquor manufacturing as a commercial use type in appropriate regulatory zones; to create a definition for liquor manufacturing as a commercial use type; and, to add clarity to the definitions of the eating and drinking establishments and liquor sales commercial use types; and providing for other matters properly relating thereto; and, if supported, set the public hearing for second reading and possible adoption of the Ordinance for June 17, 2014 at 6:00 p.m. (All Commission Districts.)"**

Nancy Parent, County Clerk, read the title for Bill No. 1712.

There was no public comment on this item.

Bill No. 1712, entitled, "AN ORDINANCE AMENDING WASHOE COUNTY CODE CHAPTER 110, DEVELOPMENT CODE, AT ARTICLE 302 (ALLOWED USES) AND ARTICLE 304 (USE CLASSIFICATION SYSTEM) TO REGULATE THE LOCATION FOR LIQUOR MANUFACTURING AS A

**COMMERCIAL USE TYPE IN APPROPRIATE REGULATORY ZONES; TO CREATE A DEFINITION FOR LIQUOR MANUFACTURING AS A COMMERCIAL USE TYPE; AND, TO ADD CLARITY TO THE DEFINITIONS OF THE EATING AND DRINKING ESTABLISHMENTS AND LIQUOR SALES COMMERCIAL USE TYPES; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO,"** was introduced by Commissioner Weber, and legal notice for final action of adoption was directed. It was noted that the public hearing for second reading and possible adoption of the Ordinance be set for June 17, 2014 at 6:00 p.m.

**14-430            AGENDA ITEM 24 – COMMUNITY SERVICES**

**Agenda Subject: "Introduction and first reading of an Ordinance amending Washoe County Code, Chapter 110, Development Code, at Article 306 (Accessory Uses and Structures), Section 110.306.10(g), to modify certain standards for placement and mitigation of visual impacts of cargo containers as permanent detached accessory structures on residential properties; and providing for other matters properly relating thereto; and, if supported, set the public hearing for second reading and possible adoption of the Ordinance for June 17, 2014 at 6:00 p.m. (All Commission Districts.)"**

Nancy Parent, County Clerk, read the title for Bill No. 1713.

There was no public comment on this item.

Bill No. 1713, entitled, "AN ORDINANCE to AMEND WASHOE COUNTY CODE, CHAPTER 110, DEVELOPMENT CODE, AT ARTICLE 306 (ACCESSORY USES AND STRUCTURES), SECTION 110.306.10(G), TO MODIFY CERTAIN STANDARDS FOR PLACEMENT AND MITIGATION OF VISUAL IMPACTS OF CARGO CONTAINERS AS PERMANENT DETACHED ACCESSORY STRUCTURES ON RESIDENTIAL PROPERTIES; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO," was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed. It was noted that the public hearing for second reading and possible adoption of the Ordinance be set for June 17, 2014 at 6:00 p.m.

**14-431            AGENDA ITEM 29 – COMMUNITY SERVICES**

**Agenda Subject: "Recommendation to provide direction on the City of Reno's request to increase the percentage of medical marijuana dispensaries allowed within the City pursuant to NRS 453A.326(1) from 25% to 50%. (All Commission Districts.)"**

Commissioner Berkbigler said she was concerned about making any changes to the allocation because the number of applications for the dispensaries was still unknown. She felt it was premature to change the percentages at this time.

Commissioner Jung said it was proper that the Manager was being fair and responsive to the request from the Cities. However, she had the same concerns as Commissioner Berkbigler and agreed it was premature since supply and demand was still unknown.

Chairman Humke agreed that it was premature to decide since the process had not fully been opened. He said there had been many inquiries and felt there would be numerous applicants.

Commissioner Hartung said the Board had not fully vetted the process and agreed with the other statements.

Nancy Parent, County Clerk, stated that a comment card was submitted by Dorea Shoemaker who supported the number of dispensaries the County decided to give to the City of Reno.

Commissioner Berkbigler moved at this time to direct staff to state that the County was not interested in doing anything until there was a better idea on what the entire process would entail. Chairman Humke seconded the motion.

Commissioner Hartung said he was not against the idea, he just felt more time was needed. Commissioner Berkbigler clarified that was the intent of the motion.

On call for the question, the motion passed on a 5 to 0 vote.

**14-432      AGENDA ITEM 30 – COMMUNITY SERVICES**

**Agenda Subject: "Discussion and possible direction to Commissioner Hartung (representative to the Nevada Public Land Management Task Force) in regards to Washoe County concerns with the State of Nevada potentially acquiring and managing existing federal lands within the County and utilizing the concept of a phased approach to acquiring the federal lands. (All Commission Districts.)"**

**6:40 p.m.**      Commissioner Jung left the meeting.

Bill Whitney, Division Director, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included the background of the Task Force, the Task Force's meetings, County Commissioner rankings on topics of importance, County Commissioner comments, the 10 Task Force recommendations, County Commission direction, and a possible public workshop.

Mr. Whitney asked for clarification on the comment that dealt with the Bureau of Land Management (BLM) policing of State's rights issues. Commissioner Berkbigler explained if the land was transferred to the County, the BLM no longer had any interest. She said that comment was more of a reaction to some of the recent behavior

that representatives of the BLM had taken upon themselves. She stated that it needed to be ensured that any of the lands coming to the County would be managed by the State.

Commissioner Hartung clarified that Commissioner comments were comments from the members and not necessarily Board direction. He said a major issue that concerned the Task Force was achieving a phasing process. Commissioner Berkgigler said it would be fine to remove the wild horse round-up and the policing of State's rights issues because once the land was transferred to the County those issues would disappear.

Chairman Humke suggested the Governor build a proposal for management of the State lands into the State's budget. Commissioner Hartung said a conversation occurred about how the State would physically manage the lands and the manpower needed to manage those lands. He said a large concern was how the State would finance this entire process and an answer may be to dispose of public lands.

Commissioner Weber said when the Nevada Association of Counties (NACO) met with Senator Harry Reid about the wild horses, Senator Reid indicated he would not deal with that issue. She felt that he thought it was an issue that would never change. Mr. Whitney said that was discussed at the last Task Force meeting and the general consensus was that the Wild Horse and Burrow Act would not go away and the BLM would still manage that Act.

Mr. Whitney asked if he was taking this same item back or was he taking the consensus forward to the Task Force and then returning to the Board with an update. Chairman Humke replied it was the latter. Mr. Whitney indicated that a public workshop was being planned. A discussion ensued surrounding the details for a workshop and for staff to determine a date suitable for the Board.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that the report be accepted.

### **PUBLIC HEARINGS**

#### **14-433      AGENDA ITEM 31 – COMMUNITY SERVICES**

**Agenda Subject: "Second reading and adoption of an Ordinance approving a "First Amendment to Development Agreement (Autumn Wood Project)" amending a Development Agreement originally approved in 2010 (AC10-003) regarding the Autumn Wood Subdivision (approved in 2006 as Tentative Map TM06-002). This amendment (Case No. AC14-002) extends the deadline for filing the next in a series of final subdivision maps to March 7, 2018, with a possible extension by the Director of the Planning and Development Division to March 7, 2020. The subdivision is located on the northwest corner of Zolezzi and Jeppson Lanes and is currently**

**undeveloped within Section 17, T18N, R20E (APN: 044-320-48). (Commission District 2.)"**

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.

Nancy Parent, County Clerk, read the title for Ordinance No. 1528, Bill No. 1709.

On motion by Chairman Humke, seconded by Commissioner Weber, which motion duly carried with Commissioner Jung absent, it was ordered that Ordinance No. 1528, Bill No. 1709, entitled, **"AN ORDINANCE APPROVING A "FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (AUTUMN WOOD PROJECT)" AMENDING A DEVELOPMENT AGREEMENT ORIGINALLY APPROVED IN 2010 (AC10-003) REGARDING THE AUTUMN WOOD SUBDIVISION (APPROVED IN 2006 AS TENTATIVE MAP TM06-002). THIS AMENDMENT (CASE NO. AC14-002) EXTENDS THE DURATION OF THE AGREEMENT TO MARCH 7, 2020 AND EXTENDS THE DEADLINE FOR FILING THE NEXT IN A SERIES OF FINAL SUBDIVISION MAPS TO MARCH 7, 2018, WITH A POSSIBLE EXTENSION BY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DIVISION TO MARCH 7, 2020. THE SUBDIVISION IS LOCATED ON THE NORTHWEST CORNER OF ZOLEZZI AND JEPPSON LANES AND IS CURRENTLY UNDEVELOPED WITHIN SECTION 17, T18N, R20E (APN: 044-320-48),"** be approved, adopted and published in accordance with NRS 244.100.

**14-434            AGENDA ITEM 32 – COMMUNITY SERVICES**

**Agenda Subject: "Second reading and adoption of an Ordinance approving a "Second Amended and Restated Agreement" (Eagle Canyon IV) amending and restating a Development Agreement originally approved in 2008 (DA08-004) regarding the Eagle Canyon IV Subdivision (approved in 2003 as Tentative Map TM03-006). This amendment (Case No. AC14-001) extends the deadline for filing the next in a series of final subdivision maps to May 20, 2018, with a possible extension by the Director of the Planning and Development Division to May 20, 2020. The subdivision is located south of West Calle de la Plata and west of Pyramid Highway and within Sections 22 & 23, T21N, R20E, MDM (APN: 532-120-01 & 532-120-09). (Commission District 4.)"**

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.

Nancy Parent, County Clerk, read the title for Ordinance No. 1529, Bill No. 1710.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried with Commissioner Jung absent, Chairman Humke ordered that Ordinance No. 1529, Bill No. 1710, entitled, "AN ORDINANCE APPROVING A "SECOND AMENDED AND RESTATED AGREEMENT" (EAGLE CANYON IV) AMENDING AND RESTATING A DEVELOPMENT AGREEMENT ORIGINALLY APPROVED IN 2008 (DA08-004) REGARDING THE EAGLE CANYON IV SUBDIVISION (APPROVED IN 2003 AS TENTATIVE MAP TM03-006). THIS AMENDMENT (CASE NO. AC14-001) EXTENDS THE DEADLINE FOR FILING THE NEXT IN A SERIES OF FINAL SUBDIVISION MAPS TO MAY 20, 2018, WITH A POSSIBLE EXTENSION BY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DIVISION TO MAY 20, 2020. THE SUBDIVISION IS LOCATED SOUTH OF WEST CALLE DE LA PLATA AND WEST OF PYRAMID HIGHWAY AND WITHIN SECTIONS 22 & 23, T21N, R20E, MDM (APN: 532-120-01 & 532-120-09)," be approved, adopted and published in accordance with NRS 244.100.

**14-435            AGENDA ITEM 33 – COMMUNITY SERVICES**

**Agenda Subject:** "Second reading and adoption of an Ordinance approving an "Amended and Restated Development Agreement (Sierra Reflections)" amending and restating a Development Agreement originally approved in 2008 (DA08-003) regarding Sierra Reflections Subdivision (approved in 2006 as Tentative Map TM06-001). This agreement (Case Number DA14-001) extends the deadline for filing the next in a series of final maps to June 14, 2018, with a possible extension by the Director of Planning and Development to June 14, 2020. The project is bordered on the north by Pagni Lane, on the east by US Highway 395 South and as far south as Little Washoe Lake in the Pleasant Valley area. The project encompasses a total of 29 parcels that total approximately 759.6 acres. The parcels are located within the South Valleys Area Plan, and are situated in portions of Sections 13, 14 and 23, T17N, R19E, and Section 18, T17N, R20E MDM, Washoe County, Nevada. The property is located within the South Truckee Meadows/Washoe Valley Citizen Advisory Board boundaries and within Washoe County Commission District No. 2. (APNs 046-060-45 and 47; 046-080-40; 046-090-01, 04 through 18, and 23 through 26; and 046-100-02 through 04, 07, 09 and 10). (Commission District 2.)"

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

Allan Janay questioned the planned density of the proposal since it proposed a greater density than the Master Plan.

Roger Pelham, Senior Planner, said the Sierra Reflections project had gone through a number of iterations. He said the Tentative Map was approved prior to the County moving to the two-map system, and had been in conformance. He said there would be about 900 units on 700 acres and some high density townhomes as part of the

project. He clarified that the project was found to be in conformance with the Master Plan about eight years ago.

Chairman Humke requested staff contact Mr. Janay for a full review of the project. There being no further public comment, the public hearing was closed.

Nancy Parent, County Clerk, read the title for Ordinance No. 1530, Bill No. 1711.

On motion by Chairman Humke, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Jung absent, it was ordered that Ordinance No. 1530, Bill No. 1711, entitled, "AN ORDINANCE APPROVING AN "AMENDED AND RESTATED DEVELOPMENT AGREEMENT (SIERRA REFLECTIONS)" AMENDING AND RESTATING A DEVELOPMENT AGREEMENT ORIGINALLY APPROVED IN 2008 (DA08-003) REGARDING SIERRA REFLECTIONS SUBDIVISION (APPROVED IN 2006 AS TENTATIVE MAP TM06-001). THIS AGREEMENT (CASE NUMBER DA14-001) EXTENDS THE DEADLINE FOR FILING THE NEXT IN A SERIES OF FINAL MAPS TO JUNE 14, 2018, WITH A POSSIBLE EXTENSION BY THE DIRECTOR OF PLANNING AND DEVELOPMENT TO JUNE 14, 2020. THE PROJECT IS BORDERED ON THE NORTH BY PAGNI LANE, ON THE EAST BY US HIGHWAY 395 SOUTH AND AS FAR SOUTH AS LITTLE WASHOE LAKE IN THE PLEASANT VALLEY AREA. THE PROJECT ENCOMPASSES A TOTAL OF 29 PARCELS THAT TOTAL APPROXIMATELY 759.6 ACRES. THE PARCELS ARE LOCATED WITHIN THE SOUTH VALLEYS AREA PLAN, AND ARE SITUATED IN PORTIONS OF SECTIONS 13, 14 AND 23, T17N, R19E, AND SECTION 18, T17N, R20E MDM, WASHOE COUNTY, NEVADA. THE PROPERTY IS LOCATED WITHIN THE SOUTH TRUCKEE MEADOWS/WASHOE VALLEY CITIZEN ADVISORY BOARD BOUNDARIES AND WITHIN WASHOE COUNTY COMMISSION DISTRICT NO. 2. (APNS 046-060-45 AND 47; 046-080-40; 046-090-01, 04 THROUGH 18, AND 23 THROUGH 26; AND 046-100-02 THROUGH 04, 07, 09 AND 10)," be approved, adopted and published in accordance with NRS 244.100.

**14-436            AGENDA ITEM 34 – COMMUNITY SERVICES**

**Agenda Subject: "Public hearing to consider all comments concerning a proposed amendment to the boundaries of the Groundwater Remediation District (Central Truckee Meadows Remediation District)."**

The Chairman opened the public hearing by calling on anyone wishing to speak for or against the proposed amendment to the boundaries of the Groundwater Remediation District. There being no response, the hearing was closed.

**14-437            AGENDA ITEM 34 – COMMUNITY SERVICES**

**Agenda Subject: "Introduction and first reading of an Ordinance amending Ordinance No. 1000 in order to change the boundaries of District No. 24 (Groundwater Remediation); and providing other matters relating thereto. (Second reading and adoption to be set for June 17, 2014.)"**

Nancy Parent, County Clerk, read the title for Bill No. 1714.

There was no public comment on this item.

Bill No. 1714, entitled, "**AN ORDINANCE AMENDING ORDINANCE NO. 1000 IN ORDER TO CHANGE THE BOUNDARIES OF DISTRICT NO. 24 (GROUNDWATER REMEDIATION); AND PROVIDING OTHER MATTERS RELATING THERETO,**" was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed. It was noted that the public hearing for second reading and possible adoption of the Ordinance be set for June 17, 2014 at 6:00 p.m.

**14-438            AGENDA ITEM 34 – COMMUNITY SERVICES**

**Agenda Subject: "Introduction and first reading of an Ordinance imposing a fee on the parcels of land in Washoe County, Nevada District No. 24 (Groundwater Remediation) to pay the costs of developing and carrying out a plan for remediation; and prescribing other matters relating thereto. (Second reading and adoption to be set for June 17, 2014.). (All Commission Districts.)"**

Nancy Parent, County Clerk, read the title for Bill No. 1715.

There was no public comment on this item.

Bill No. 1715, entitled, "**AN ORDINANCE IMPOSING A FEE ON THE PARCELS OF LAND IN WASHOE COUNTY, NEVADA DISTRICT NO. 24 (GROUNDWATER REMEDIATION) TO PAY THE COSTS OF DEVELOPING AND CARRYING OUT A PLAN FOR REMEDIATION; AND PRESCRIBING OTHER MATTERS RELATING THERETO,**" was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed. It was noted that the public hearing for second reading and possible adoption of the Ordinance be set for June 17, 2014 at 6:00 p.m.

**14-439            AGENDA ITEM 35**

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

Commissioner Weber announced that she would attend the National Association of Counties (NACo) Board of Directors meeting in Anchorage, Alaska. She said the Virginia City – Truckee Railroad (V&T) Commission was scheduled to meet on May 15th, but she would be unable to attend. She announced that the North Valleys Water Splash Park grand opening was scheduled for May 17th.

Commissioner Berkbigler reported that the Debt Management Commission (DMC) had met on May 8th. She said the Incline Village Citizen Advisory Board (CAB) meeting was held on May 6th where the Somers Loop proposal was discussed. She indicated she met with the Truckee Meadows Water Authority (TMWA) on April 30th regarding concerns from her constituents about the upcoming merger. She said the Tahoe Transportation Board also met and finalized a ramp for the Stateline-to-Stateline bike route.

Commissioner Hartung said a Flood Management Authority and TMWA Board meeting were scheduled for May 15th. He stated that he would attend the State Land Use Planning Advisory Council (SLUPAC) meeting scheduled for May 23rd.

Chairman Humke said the Organizational Effectiveness Committee (OEC) met, but he was unable to attend. He said the Reno-Sparks Convention and Visitors Authority (RSCVA) was scheduled to meet on May 15th to discuss their strategic plan and approve their budget.

**14-440      AGENDA ITEM 38 – PUBLIC COMMENT**

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

There was no response to the call for public comment.

**COMMUNICATIONS**

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

**14-441**      Fully executed Interlocal Agreement, Forest Road Agreement, 03-RO-11041701-020, between Washoe County and the U.S.D.A Forest Service, Humboldt-Toiyabe National Forest. (BCC meeting of December 10, 2002)

**QUARTERLY REPORTS**

**14-442**      County Clerk – 3rd Quarter Fiscal Year 2013/14 – January 1st through March 31st.

**14-443** Washoe County Sheriff's Office (Civil Section) – 3rd Quarter Fiscal Year 2013/14.

**14-444** Office of the Constable – Incline Village/Crystal Bay - Quarter ending March 2014.

**TENTATIVE BUDGETS**

**14-445** Palomino Valley General Improvement District – Tentative Budget for Fiscal Year 2014/15.

**14-446** Reno-Sparks Convention and Visitors Authority (RSCVA) – Tentative Budget for Fiscal Year 2014/15.

**14-447** City of Sparks, Redevelopment Agency Area 1 and Redevelopment Agency Area 2 – Tentative Budget for 2014/15

**14-448** South Truckee Meadows General Improvement District (STMGID) – Tentative Budget for Fiscal Year 2014/15.

**14-449** Sun Valley General Improvement District (SVGID) – Tentative Budget for Fiscal Year 2014/15.

**14-450** Western Regional Water Commission - Tentative Budget for Fiscal Year 2014/15.

**14-451** Verdi Television District - Tentative Budget for Fiscal Year 2014/15.

**14-452** Washoe County School District's – Tentative Budget for Fiscal Year 2014/15.

\* \* \* \* \*

**7:45 p.m.** There being no further business to discuss, on motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Jung absent, the meeting was adjourned.

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**DAVID E. HUMKE**, Chairman  
Washoe County Commission

**ATTEST:**

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

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

**INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

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

Department of Health and Human Services  
Division of Welfare and Supportive Services  
1470 College Parkway  
Carson City, NV 89706

And

Washoe County through the Second Judicial District Court of the State of  
Nevada in and for Washoe County  
75 Court Street  
Reno, NV 89501

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

WHEREAS, it is deemed that the services of The First Judicial District Court of the State of Nevada, hereinafter set forth are both necessary to Division of Welfare and Supportive Services (DWSS) and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party. This Interlocal Contract is not in effect until approved by the State of Nevada Board of Examiners.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Court" and "County/City" are used interchangeably throughout this contract and both are responsible parties under the terms of this contract.
3. CONTRACT TERM. This Contract shall be effective **July 1, 2014 to June 30, 2018**, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), at any time without cause upon provision of sixty (60) days notice in writing to either party; or in the event of: (1) material breach of this contract by either party; (2) failure to take corrective action; (3) termination of the program established by Congress in Title IV-D of the Social Security Act; (4) any significant change in federal or state funding provisions. Termination will be effective sixty (60) days after written notice is received by the other party. DWSS shall reimburse the Judicial District Court for costs incurred pursuant to this contract through the last effective date of this contract, unless Section III. E of Attachment A of this contract applies. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

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5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: NOTICE/APPEAL PROCESS

ATTACHMENT C: BUDGET ANALYSIS

ATTACHMENT D: IRS SAFEGUARDING CONTRACT LANGUAGE

7. CONSIDERATION. The Second Judicial District Court of the State of Nevada agrees to provide the services set forth in paragraph (6) at a cost to be determined per Attachment C and not to exceed \$1,128,491; \$262,255 for FY 15, \$275,068 for FY 16, \$288,521 for FY 17, and \$302,647 for FY 18 or the approved annual budget, whichever is less. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages

for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

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

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

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

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

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

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

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

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

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

David A. Hardy 4-7-2014  
Date

Chief Judge,  
2<sup>nd</sup> Judicial District Court

Title

Joey Orduna Hastings 4/7/14  
Date

Court Administrator,  
2<sup>nd</sup> Judicial District Court

Title

David Humke 4-13-14  
Date

Chairman,  
Board of County Commissioners, Washoe County

Title

Michael J. McMahon for 5/14/2014  
Date

Administrator,  
Division of Welfare and Supportive Services

Title

Michael J. Willden 5/15/14  
Date

Director,  
Department of Health and Human Services

Title

Julia Teska  
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 6/12/14  
Date

Approved as to form by:

[Signature]  
Deputy Attorney General for Attorney General

On: 5/13/14  
Date

**INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT IS MADE AND ENTERED INTO THIS** 24th day of March, 2014, by and between the CITY OF SPARKS, a municipal corporation of the State of Nevada hereinafter referred to as "City" and the COUNTY OF WASHOE, political subdivision of the State of Nevada, hereinafter referred to as "County;"

**WITNESSETH:**

**WHEREAS**, City is required by its Charter to conduct primary, general and special elections; and  
**WHEREAS**, it is not feasible for City to maintain a full time election department with staff and equipment to conduct and supervise its elections; and

**WHEREAS**, County provides and performs certain election related functions pursuant to the provisions of Chapter 293 of the Nevada Revised Statutes and has appointed a Registrar of Voters pursuant to NRS 244.164 to assume all of the powers and duties vested in and imposed upon the County Clerk with respect to elections; and

**WHEREAS**, County maintains a Registrar of Voters Office, which is staffed and equipped to conduct and supervise elections and thus has the ability to conduct and supervise City's elections with the cooperation, assistance and participation of the City in conduction with the primary and general election conducted pursuant to NRS Chapter 293; and

**WHEREAS**, County is presently required under Chapter 293 of the Nevada Revised Statutes to provide certain services to City, and City, in the interest of economy and efficiency desires to utilize the services of County in connection with City elections, and County is willing to provide such services based upon the terms and conditions set forth below; and

**WHEREAS**, the parties desire to enter into an Interlocal Agreement pursuant to the provisions of NRS 277.180.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein and based upon the terms and conditions set forth below, the parties hereby agree as follows:

- 1 County hereby designates its Registrar of Voters and City designates its City Clerk as their respective agents to administer the terms of this Agreement and to be responsible for the performance of their respective obligations herein set forth.
- 2 The City Clerk shall accept Declarations of Candidacy for City offices pursuant to the provisions of the City Charter.
- 3 The City Clerk shall, immediately after the close of filing of Declarations of Candidacy for City offices, furnish to County's Registrar of Voters a certified list of the candidates for each City office, together with any and all questions to be placed upon the election ballot. The City shall provide certification of all candidates for Sparks City offices and shall provide the wording of issues for the ballot questions and arguments for and against. Any costs resulting from misinformation provided by or errors made by the City will be paid for by the City.

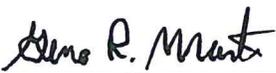
14-405

4. The City Clerk shall distribute forms and receive reports pursuant to the provisions of Chapter 294A of the Nevada Revised Statutes.
5. The parties understand and recognize that the City elections will be conducted at the same time as and as part of the primary and general elections pursuant to Chapter 293 of the Nevada Revised Statutes. The County Registrar of Voters shall be responsible for the performance of all acts and functions necessary to conduct efficient elections. With respect to the services to be provided by the County Registrar of Voters to the City, these acts and functions shall include, but not be limited to the following:
  - A. Placing publication orders for City in conjunction with County publication requirements;
  - B. Designation of precincts and voting districts;
  - C. Designation of polling locations;
  - D. Printing of all ballots and ballot supplies, including sample ballots;
  - E. Mailing of sample ballots, absentee ballots and notices;
  - F. Employing and appointing qualified election personnel;
  - G. Furnishing, installing and maintaining all voting equipment and supplies required at the designated polling locations;
  - H. Providing adequate security and traffic control at "election central" on election days; and
  - I. Providing pick-up, delivery and return of tables, chairs, signs and other election equipment for all designated polling place locations.
6. The City agrees that the City Ward Boundaries established prior to May 1, 2014, shall not be amended or otherwise changed during the period of this agreement, with the exception of adjustments required to reflect newly annexed territories.
7. All City elections shall be conducted by the parties hereto in accordance with Chapter 293, 293B, and 293C of the Nevada Revised Statutes, and to the extent not in conflict with such statutes, the Sparks City Charter.
8. The County Registrar of Voters and the City Clerk shall perform the duties and functions specified of them with respect to various boards as provided in NRS Chapter 293B and 293C. Whereby virtue of the parties Agreements hereunder, there arises a question with respect to a particular board, the Registrar of Voters, after consultation with the City Clerk, will make such appointments to such boards as can be made consistent with law and consistent with the parties intention under this Agreement.
9. The Registrar of Voters of the County shall, at a reasonable time after the closing of the polls, furnish the City Clerk sufficient copies of vote tabulation reports on all City offices and ballot questions. The City Clerk shall be responsible for preparing the Abstract of votes on City offices and ballot questions for canvass and certification by the Sparks City Council. Upon completion of the canvass and certification, the City Clerk shall issue Certificates of Election to the candidate for each office who has received the largest number of votes for said office. All voted ballots, rejected ballots, spoiled ballots, unused ballots, tally lists, poll books, challenge lists and stubs of the ballots used, enclosed and sealed, must, after the canvass of the votes be deposited in the vaults of the Registrar of Voters and preserved for the retention period established in NRS 293C.390 and NRS 293.391. The City Clerk shall be responsible for certifying the abstract of votes on City offices and ballot questions and for preparing and filing the report required by NRS 293C.387 with respect to the City offices and ballot questions.
10. In the event of a recount involving a City office or ballot question and pursuant to the provisions of NRS 293.404, the City Clerk shall be Chairman of the Recount Board and the Registrar of Voters shall serve as a member of the Recount Board. At least one member of the Sparks City Council shall be present at the recount, which shall be conducted pursuant to the election laws and regulations of the State of Nevada.

11. For the conduct of each election, City shall pay to the County \$.15 per registered City voter. In addition, City shall be responsible for payment of actual costs for conduct of the City's portion of the election, incurred by County in the performance of the Agreement, which would not otherwise have been incurred by County. These expenses include, but are not limited to, increased costs associated with printing the sample ballots and the increased costs for printing the City's portion of the ballot and legal notices. For those costs that are incurred solely for the City, e.g., a separate legal notice for the City only, the City shall bear the full costs. For those costs, which are shared between the Council and City, e.g., a combined ballot, the City shall be responsible for paying the percentage of the costs for printing the ballot, which their portion of the ballot represents. By way of illustration, if the City's portion of the ballot represents 25% of the total ballot size, the City shall pay 25% of the costs of printing the entire ballot. Such actual costs do not include indirect costs such as costs of County personnel for time spent working on the City's portion of the election.
12. Payments by City may be made either directly or as reimbursement to County, whichever the City Clerk and Registrar of Voters agree is most efficient and serves to minimize actual costs. Actual costs and expenses shall be governed by NRS 293.437 through NRS 293.460, inclusive, where appropriate; and by NRS 293C.545.
13. In the event that a liability claim is filed against either the City or County, there shall be a meeting between the risk managers of each agency to discuss how best to address this claim. In the event that a lawsuit is filed against either agency, there shall be a meeting between the risk managers and the attorneys representing the agencies to discuss how best to defend or settle the lawsuit. The agencies agree to hold harmless, indemnify and defend each other, their respective officers, agents, employees, and volunteers from any loss or liability resulting from any claim, suit, or action based on bodily injury or property damage caused by the act either direct or passive, the omission, failure to act or negligence on the part of the respective agency, its employees, agents, representatives arising out of performance of work under this Agreement.
14. This Agreement shall supersede all previous Agreements and shall be in force and effect from and after the date first appearing above and shall continue thereafter until December 31, 2014.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seal this month, day and year first above written.

**CITY OF SPARKS**

By   
Mayor

**WASHOE COUNTY**

By   
Chairman, Washoe Co Commission

ATTEST:

By Teresa Gardner  
Teresa Gardner, City Clerk



By Nancy Parent  
Nancy Parent, Washoe County Clerk



APPROVED AS TO FORM:

By Chester Adams  
Chester Adams, City Attorney

APPROVED AS TO FORM:

By Paul Metzger  
District Attorney

**INTERLOCAL AGREEMENT  
FOR  
CITY OF RENO GENERAL ELECTIONS (2014 and 2016)**

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF RENO, a municipal corporation of the State of Nevada, hereinafter referred to as "City" and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, hereinafter referred to as "County";

WITNESSETH:

WHEREAS, City is required by Article V of the Reno City Charter ("Charter") to conduct primary, general and special elections; and

WHEREAS, it is not feasible for City to maintain a full time election department with staff and equipment to conduct and supervise its elections; and

WHEREAS, County provides and performs certain election related functions pursuant to the provisions of Chapter 293 of the Nevada Revised Statutes and has appointed a Registrar of Voters pursuant to NRS 244.164 to assume all of the powers and duties vested in and imposed upon the County Clerk with respect to elections; and

WHEREAS, County maintains a Registrar of Voters Office, which is staffed and equipped to conduct and supervise elections and thus has the ability to conduct and supervise City's elections with the cooperation, assistance and participation of the City in conduction with the primary and general election conducted pursuant to NRS Chapter 293; and

WHEREAS, County is presently required under Chapter 293 of the Nevada Revised Statutes to provide certain election services, and City, in the interest of economy and efficiency, desires to utilize the services of County in connection with City elections, and County is willing to provide such services based upon the terms and conditions set forth below; and

WHEREAS, the parties desire to enter into an Interlocal Agreement pursuant to the provisions of NRS 277.180.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and based upon the terms and conditions set forth below, the parties hereto hereby agree as follows:

RECITALS

SECTION 1. County hereby designates its Registrar of Voters and City designates its City Clerk as their respective agents to administer the terms of this Agreement and to be responsible for the performance of their respective obligations herein set forth.

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SECTION 2. The City clerk shall accept declarations of Candidacy for City offices pursuant to the provisions of the City Charter.

SECTION 3. The City Clerk shall, immediately after the close of filing of declarations of candidacy for City offices, furnish to County's Registrar of Voters a certified list of the candidates for each City office, together with any and all questions to be placed upon the election ballot. The City shall provide certification of all candidates for Reno City offices and shall provide the wording of issues for the ballot questions and arguments for and against. Any costs resulting from misinformation provided by or errors made by the City will be paid by the City.

SECTION 4. The City Clerk shall distribute forms and receive reports pursuant to the provisions of Chapter 294A of the Nevada Revised Statutes.

SECTION 5. The parties understand and recognize that the City elections will be conducted at the same time as and as part of the primary and general elections pursuant to Chapter 293 of the Nevada Revised Statutes. The County Registrar of Voters shall be responsible for the performance of all acts and functions necessary to conduct efficient elections. With respect to the services to be provided by the County Registrar of Voters to the City, these acts and functions shall include, but not be limited to the following:

- a) Placing publication orders for City in conjunction with County publication requirements;
- b) Designation of precincts and voting districts;
- c) Designation of polling locations;
- d) Printing of all ballots and ballot supplies, including sample ballots;
- e) Mailing of sample ballots, absentee ballots and notices;
- f) Employing and appointing qualified election personnel;
- g) Furnishing, installing and maintaining all voting equipment and supplies required at the designated polling locations;
- h) Providing adequate security and traffic control at "election central" on election days; and
- i) Providing pick-up, delivery and return of tables, chairs, signs and other election equipment for all designated polling place locations.

SECTION 6. The City agrees that the City Ward Boundaries established as of December 11, 2011 shall not be amended or otherwise changed during the period of this agreement, with the exception of adjustments required to reflect newly annexed territories.

SECTION 7. All City elections shall be conducted by the parties hereto in accordance with Chapter 293, 293B, and 293C of the Nevada Revised Statutes, and to the extent not in conflict with such statutes, the Reno City Charter.

SECTION 8. The County Registrar of Voters and the City Clerk shall perform the duties and functions specified of them with respect to various election boards as provided in NRS Chapter 293B and 293C. Where by virtue of the parties agreements hereunder, there arises a question with respect to a particular election board, the Registrar of Voters, after consultation with the City Clerk, will make such appointments to such boards as can be made consistent with law and consistent with the parties intention under this Agreement.

SECTION 9. The Registrar of Voters of the County shall, at a reasonable time after the closing of the polls, furnish the City Clerk sufficient copies of vote tabulation reports on all City offices and ballot questions. The City Clerk shall be responsible for preparing the Abstract of votes on City offices and ballot questions for canvass and certification by the Reno City Council. Upon completion of the canvass and certification, the City Clerk shall issue Certificates of Election to the candidate for each office who has received the largest number of votes for said office. All voted ballots, rejected ballots, spoiled ballots, unused ballots, tally lists, pollbooks, challenge lists and stubs of the ballots used, enclosed and sealed, must, after the canvass of the votes be deposited in the vaults of the Registrar of Voters and preserved for the retention period established in NRS 293C.390 and NRS 293.391. The City Clerk shall be responsible for certifying the abstract of votes on City offices and ballot questions and for preparing and filing the report required by NRS 293C.387 with respect to the City offices and ballot questions.

SECTION 10. In the event of a recount involving a City office or ballot question and pursuant to the provisions of NRS 293.404, the City Clerk shall be Chairman of the Recount Board and the Registrar of Voters shall serve as a member of the Recount Board.

SECTION 11. For the conduct of each election, City shall pay to the County \$.15 per registered City voter. In addition, City shall be responsible for payment of actual costs for conduct of the City's portion of the election, incurred by county in the performance of the Agreement, which would not otherwise have been incurred, by County. These expenses include, but are not limited to, increased costs associated with printing the sample ballots and the increased costs for printing the City's portion of the ballot and legal notices. For those costs that are incurred solely for the City, e.g., a separate legal notice for the City only, the City shall bear the full costs. For those costs, which are shared between the County and City, e.g., a combined ballot, the City shall be responsible for paying the percentage of the costs for printing the ballot, which their portion of the ballot represents. By way of illustration, if the City's portion of the ballot represents 25% of the total ballot size, the City shall pay 25% of the costs of printing the entire ballot. Such actual costs do not include indirect costs such as costs of County personnel for time spent working on the City's portion of the election.

SECTION 12. Payments by City may be made either directly or as reimbursement to County, whichever the City Clerk and Registrar of Voters agree is most efficient and serves to minimize actual costs. Actual costs and expenses shall be governed by NRS 293.437 through NRS 293.460, inclusive, where appropriate; and by NRS 293C.545.

SECTION 13. In the event that a liability claim is filed against either the City or County, there shall be a meeting between the risk managers of each agency to discuss how best to address this claim. In the event that a lawsuit is filed against either agency, there shall be a meeting between the risk managers and the attorneys representing the agencies to discuss how best to defend or settle the lawsuit. Within the limitations of NRS Chapter 41, the agencies agree to hold harmless, indemnify and defend each other, their respective officers, agents, employees, and volunteers from any loss or liability resulting from any claim, suit, or action based on bodily injury or property damage caused by the act either direct or passive, the omission, failure to act or negligence on the part of the respective agency, its employees, agents, representatives arising out of performance of work under this agreement.

SECTION 14. This Agreement shall supersede all previous agreements and shall be in force and effect from and after the date first appearing above and shall continue thereafter until December 31, 2016.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this month, day and year first above written.

CITY OF RENO



By *Robert A. Cashell, Sr.*  
Robert A. Cashell, Sr. Mayor

ATTEST:  
By *Lynnette R. Jones*  
Lynnette Jones, City Clerk

Dated 5-06-14

WASHOE COUNTY

By *David Humke*  
David Humke, Chairman,  
Washoe County Commission

ATTEST:  
By *Nancy L. Parent*  
Nancy Parent, County Clerk

Dated May 13, 2014



2015 INTERLOCAL AGREEMENT TO USE ACCOUNT FOR LOW-INCOME HOUSING  
WELFARE SET-ASIDE  
FUNDS BY WASHOE COUNTY

THIS AGREEMENT is made between Washoe County a political subdivision of the State of Nevada, (hereinafter called "Washoe") by and through its Board of County Commissioners, and the Nevada Housing Division of the Department of Business and Industry of the State of Nevada, (hereinafter called "NHD").

WHEREAS, NHD is the administering agency for the Account for Low-Income Housing hereinafter called "Trust Fund".

WHEREAS, NHD desires to assist Washoe by providing Trust Funds to Washoe on behalf of its Social Services Department, hereinafter called "Social Services" in order to assist with qualified welfare set-aside activities under Trust Fund Administrative Guidelines, statutes, and regulations.

WHEREAS, the Interlocal Cooperation Act authorizes public agencies to enter into cooperative agreements allowing the joint exercise of any power, privilege or authority capable of exercise by one of them, see, NRS 277.080, et. seq.; and

WHEREAS, Washoe and NHD are public agencies within the meaning of the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing premises, that the use of Trust Funds be conveyed to Washoe on behalf of Social Services, by NHD subject to the following conditions and limitations:

**I. Scope of Services.**

A. NHD will provide, effective July 1, 2014, funds not to exceed the total of \$81,635.00 to assist Washoe with qualified Trust Fund activities hereinafter referred to as "Activities."

B. Washoe agrees that any program costs, with regard to the distribution of welfare set-aside funds unless otherwise specified will be the responsibility of Washoe through Social Services. Any ongoing activity costs such as maintenance and operations shall be the sole responsibility of Washoe through Social Services.

C. Before disbursing Trust Funds to any recipient, Washoe agrees to enter into an agreement by way of a signed application with the recipient.

D. Changes in the Scope of Services as outlined herein must be in accordance

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with NRS 319 and NAC 319, made by written amendment to this Agreement and approved by both parties. Any such changes must not jeopardize the Trust Fund program.

**II. Division General Conditions.** Washoe agrees to abide by all conditions fully set forth below.

A. Washoe has requested the financial support of NHD that is provided for in this Agreement in order to enable Washoe to provide emergency housing assistance. NHD shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of NHD may be claimed or found to exist, Washoe shall be an independent contractor only.

B. Washoe will provide NHD with client usage records per activity on a monthly basis (quarterly data will be allowed if approved in advanced) during the period of this Agreement. Failure to provide this information in the required timeframe may result in forfeiture of these funds. Records will contain, but are not limited to, the following data:

1. Total clients served;
2. Race and ethnicity breakdown of clients served in accordance with the U.S Department of Housing and Urban Development criteria;
3. Name or client number of each head of household served;
4. Household income for clients served;
5. Number of persons in each household served;
6. Type of assistance provided to each household served; and
7. Other information as indicated in the Exhibit F-Welfare Set-Aside Client Information Report.

C. Washoe will not use any portion of the allocated Trust Funds for other than qualified Trust Fund activities, as defined in NRS 319 and NAC 319. Any recipient or subgrantee must meet program requirements and serve eligible families.

D. Washoe may not assign or delegate any of its rights, interests or duties under this Agreement without the prior written consent of NHD. Any such assignment or delegation made without the required consent shall be voidable by NHD, and may at the option of NHD, result in the forfeiture of all financial support provided herein.

E. Washoe shall allow duly authorized representatives of NHD to conduct such occasional reviews, audits and on-site monitoring of activities as NHD deems to be appropriate in order to determine:

1. Whether the objectives of the program are being achieved;
2. Whether the program is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the program;

4. Whether the financial operations of the program are being conducted properly; and
5. Whether the periodic reports to NHD contain accurate and reliable information.

Visits by NHD shall be announced to Washoe in advance of those visits and shall occur during normal operating hours. The representatives of NHD may request, and, if such a request is made, shall be granted, access to all of the records of Washoe which relate to the program. The representatives of NHD may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

F. At any time during normal business hours, Washoe's records with respect to the Program shall be made available for audit, examination and review by NHD, the Attorney General's Office, contracted independent auditors, Legislative Counsel Bureau, or any combination thereof.

G. Limited Liability

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

H Indemnification

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

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

I. Washoe will not use any funds or resources which are supplied by NHD in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also agrees to notify NHD of any legal action which is filed by or against it in conjunction with this program.

J. This Agreement will commence upon its approval and signature and appropriate official action by the governing body of both parties. Funds allocated by NHD to Washoe under this agreement must be used within 3 years after its award to Washoe as defined in

NAC 319. Upon written request by Washoe and for good cause, NHD may extend the period of the grant for not more than 1 year.

K. In the event that Washoe and/or NHD anticipate the total amount of funds allocated for this Agreement will not be expended, NHD reserves the right to extract that portion for other projects/programs operated under NHD's Trust Fund program.

L. Washoe agrees that no public officer or public employee of Washoe may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the public duties of that position.

M. Washoe agrees that no public officer or public employee of Washoe may use his or her position in government to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a significant pecuniary interest or any other person. As used herein, "unwarranted" means without justification or adequate reason.

N. Washoe agrees that no public officer or public employee of Washoe may participate as an agent of Washoe in the negotiation or execution of a contract between Washoe and any private business in which he or she has a significant pecuniary interest.

O. Washoe agrees that no public officer or public employee of Washoe may suppress any report or other document because it might tend to affect unfavorably his or her pecuniary interests.

P. Washoe, and any subgrantee, shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire Welfare Set-Aside Program or are required by NHD.

Q. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended Welfare Set-Aside Program funds received by Washoe pursuant to this Agreement, or any part thereof.

R. No officer, employee or agent of NHD shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the activity during the period of service of such officer, employee or agent, for one year thereafter.

### **III. Financial Management.**

A. Washoe agrees, and shall require any subgrantee to agree, that all costs of any activity receiving funds pursuant to this agreement, shall be recorded by budget line items and

be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the activity shall be thoroughly identified and readily accessible to NHD.

B. Washoe agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the activity will be provided upon request to NHD.

C. Washoe agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

#### **IV. Modification or Revocation of Agreement.**

A. NHD and Washoe will amend or otherwise revise this Agreement should such modification be required by NRS 319 or NAC 319.

B. In the event that any of the Trust Fund monies, for any reason, are terminated or withheld from NHD or otherwise not forthcoming, NHD may revoke this Agreement with 15 days written notification to Washoe.

C. NHD may, with 15 days written notification, suspend or terminate this agreement if Washoe fails to comply with any of its terms.

D. In the event the Washoe County Board of Commissioners does not appropriate funds necessary to carry out the purposes of this Agreement, the County may terminate the Agreement upon 15 days written notification to the Division.

E. This agreement may be terminated at the convenience of NHD with 15 days written notice.

F. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

G. This Agreement shall be governed by the laws of the State of Nevada. In the event litigation ensues arising out of this Agreement, it shall be filed in the Second Judicial District Court, Washoe County, Nevada.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WASHOE COUNTY BOARD OF COMMISSIONERS

[Signature]  
Signature

DAVID HUMKE      5-13-14  
Name of Chairman                      Date



[Signature]  
County Clerk Signature

Dated: 5/13/14

By: Nancy Parent  
Printed Name

NEVADA HOUSING DIVISION

\_\_\_\_\_  
Bruce K. Johnson  
Administrator

State of Nevada            )  
Carson City                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public, personally appeared \_\_\_\_\_, who did say that he is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public

**RESOLUTION**  
**TO AUGMENT THE BUDGET OF THE WASHOE COUNTY**  
**TRUCKEE RIVER FLOOD MANAGEMENT INFRASTRUCTURE FUND**

WHEREAS, the Washoe County Truckee River Flood Management Infrastructure Fund had an opening fund balance of \$1,159,697 not appropriated in fiscal year 2013-2014; and

WHEREAS, the Washoe County Truckee River Flood Management Infrastructure Fund resources are restricted, net of debt, for use only by the Truckee River Flood Management Authority; and,

WHEREAS, the Washoe County Truckee River Flood Management Infrastructure Fund has the need for appropriation authority for previously approved but unbudgeted expenditures for the Truckee River Flood Management Authority; and,

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

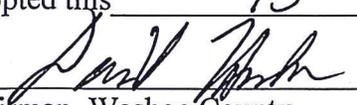
Section 1. That the budget of the Washoe County Truckee River Flood Management Infrastructure Fund be adjusted as follows:

<b><u>Increase Revenues</u></b>	
General Fund Un-appropriated opening fund balance (carryover)	\$1,159,697.00
<b><u>Increase Expenditures</u></b>	
C211500-710400 TRFMA Settlement payments	\$1,159,697.00

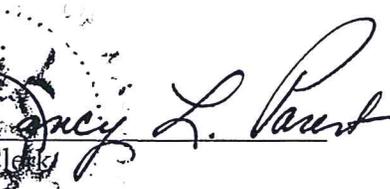
Section 2. This Resolution shall be effective on passage and approval.

Section 3. The County Clerk is hereby directed to distribute copies of the Resolution to the Department of Taxation, Comptroller, and the Budget Division.

Adopted this 13<sup>th</sup> day of May, 2014.

  
\_\_\_\_\_  
Chairman, Washoe County  
Board of County Commissioners

ATTEST

  
\_\_\_\_\_  
County Clerk

14-415