

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

TUESDAY

10:00 A.M.

SEPTEMBER 22, 2015

PRESENT:

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

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

The Washoe County Board of Commissioners convened at 10:00 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:

**15-0812      AGENDA ITEM 3 Public Comment.**

The following individuals spoke regarding their opposition to the proposed medical marijuana establishment (MME) on Mount Rose Highway in the Galena Forest: Randy Kirner, Ken Cannata, Patricia Etheredge, Lew Lefcourt, Denice Rasmussen, John Etheredge, Arturo Oti M.D., Cheri Unland, Daryl Di Rocco, Meghan Di Rocco, Janet Jones, Bob Ackerman, Catherine Clark, Pam Campanaro, Pam LanKenau, Mary Mager, Evelyne Emery, Mike Liddiard, Ken Lutz, Tony Almaraz, Debbie Larson, Joan Shubinski, Kathy Dougherty, Bari Caine, Maria Coulson, Illona Mager, Gerard Mager, Tracy Pickett, Shelly Watson, Brian Rasmussen, Karen Mullen, Jimmy Pickett, Amy Kreitlein, Heather Ciesla, Dorothy Miles and David Jones. Handouts were received from Bob Ackerman, Gerard Mager and Brian Rasmussen, which were placed on file with the Clerk.

The above individuals' concerns included: The public not being consulted on the sites, the required impact analysis not being made available to the public, the site should be subject to the Special Use Permit process, public involvement should be required, there were many schools and churches in the neighborhood of the proposed site, children having to pass by the proposed MME on their way to school, MMEs did not belong in any neighborhood and placement should be considered, it was only a matter of time until the site became a recreational marijuana location, it would be an all cash business, there was no commercial infrastructure on the Mount Rose Highway to support the dispensary, the impacts of allowing marijuana sales in Colorado, people hanging around outside the MME to try to buy marijuana, the impact of people buying marijuana

at the MME and driving on Mount Rose Highway, it might discourage people about relocating to the area, issues with how the ordinance was written, the impact to the traffic on the already dangerous Mount Rose Highway, having a school bus stop located on the same corner as the dispensary, increased crime and general bad behavior in the area, the dispensary being more appropriate near hospitals, the negative impact on property values, medical marijuana should be regulated and obtained from a pharmacy, high school athletes regularly run in the neighborhood, being sold in candy and cookie form, high school kids loitering outside the establishment during their lunch breaks, no protection in the laws already in place, the process was done behind closed doors with no public comment, other businesses could serve the community better, the need to protect children from outside influences, and the moral standard this set when trying to grow a community.

Tim Stoffel spoke about the introduction of additional regulations pertaining to exotic animals. He thought there was no justification for the changes because there had not been any incidents involving any exotic animals in the area. He thought the current regulations were sufficient.

Sam Dehne spoke regarding MMEs and the *Reno Gazette-Journal*.

Jeff Church commented about an incident that occurred at a previous meeting and claimed there had been a lack of security and a violation of the Open Meeting Law. A handout was placed on file with the Clerk.

Jim Galloway spoke about his concerns regarding the proposed sign ordinance. He recommended the Board only submit changes that could be easily amended if they were not effective. Mr. Galloway presented a handout, which was placed on file with the Clerk.

Garth Elliott spoke about the fiscal impacts of labor costs and said he thought the cost of living increase should be less than what was proposed because the County had not yet recovered from the economic downfall.

Steve Pelzer thanked Commissioner Lucey for his continued efforts regarding the MME issues. He said good things were happening in Reno because more people were moving there.

**15-0813**      **AGENDA ITEM 4** Announcements/Reports.

Commissioner Lucey announced he received information from Hugh Hempel, the owner of the medical marijuana establishment (MME) proposed for the Mount Rose Highway location, stating he cancelled the pending lease with the owner of the property. He said Mr. Hempel would work with staff to find a new location for the MME.

County Manager John Slaughter stated there was a correction to Agenda Item 5F1. He noted the fiscal impact dollar amount changed from \$35,744 to \$36,377.

Commissioner Herman spoke about the flood damage in Lemmon Valley and said there was still more debris that needed to be removed and culverts that needed to be filled.

Commissioner Hartung said he worked with the DUI Task Force to get impaired drivers off the roads. He stated there was a program called 24/7, which required alcohol, and drug offenders to participate in a rehabilitation program and to check in with the counselors multiple times daily. Next, he stated a constituent complained that Senate Bill (SB) 177, which referred to minors in possession of nicotine and nicotine products, had not been enforced since it was enacted in 2013. He asked staff to review the County's obligation under SB 177. Lastly, he received an update from the Regional Transportation Commission (RTC) regarding the road expansion project at McCarran Boulevard and Pyramid Way in Sparks. He said the project would be a huge improvement because it would alleviate traffic congestion at that intersection.

Commissioner Jung requested a safety analysis for the Mount Rose corridor. Next, she wanted the security processes for meetings in the Commission Chambers to be reviewed and asked that recommendations for improvements be brought back to the Board. She thought there should be an approval process for people wanting to use props during a meeting. She asked for an update from legal Counsel or a policy review regarding clapping during meetings. Lastly, she said she would attend the Northern Nevada Transitional Housing Project ribbon cutting event, the Economic Development of Western Nevada (EDAWN) luncheon, the District Board of Health Meeting, the Regional Emergency Medical Services Authority (REMSA) Board meeting, and the Poverty Simulation Workshop at the Food Bank of Northern Nevada.

**CONSENT ITEMS** (5A THROUGH 5H4).

- 15-0814**     **5A** Approve minutes of the regular Washoe County Board of Commissioners meetings of August 25, 2015, and September 8, 2015.
- 15-0815**     **5B** Approve roll change requests, pursuant to NRS 361.765 and/or NRS 361.768, for errors discovered for the 2012/2013, 2013/2014, 2014/2015 and 2015/2016 secured and unsecured tax rolls and authorize Chairman to execute the changes described in Exhibit A and Exhibit B and direct the Washoe County Treasurer to correct the error(s). [cumulative amount of decrease \$21,662.15]. Assessor. (Parcels are in various Commission Districts.)
- 15-0816**     **5C** Accept a Sub-grant Award from the State of Nevada Division of Child and Family Services in the amount of [\$12,000; no County match required] to support child care to non-school aged children of parents residing at the Family Shelter from October 1, 2015 through September

30, 2016; authorize the Department to execute the Sub-Grant Award and direct the Comptroller's Office to make the necessary budget adjustments. Social Services. (All Commission Districts.)

- 15-0817** **5D1** Approve renewal of the Veterinary Clinical Affiliation Agreement between Truckee Meadows Community College and the County of Washoe on behalf of Regional Animal Services for the placement of veterinary technician students at the Regional Animal Services veterinary facility. (All Commission Districts.)
- 15-0818** **5D2** Approve the low cost vaccination program and free pet assistance for senior's program by Washoe County Regional Animal Services to provide low cost pet vaccination services to the general public and free pet assistance to seniors. (All Commission Districts.)
- 15-0819** **5E1** Approve an Interlocal Agreement between the Washoe County Health District and Washoe County for ambient air monitoring stations on various Washoe County properties. (All Commission Districts.)
- 15-0820** **5E2** Approve an Easement Purchase and Sale Agreement and Easement Deed between Washoe County and Truckee Meadows Water Authority for permanent Public Utility Easements totaling 11,400 square feet on APN 019-140-12, commonly known as Washoe Golf Course, [at the appraised value of \$8,217]; and if approved, authorize Comptroller's Office to make the necessary adjustments. (Commission District 1.)
- 15-0821** **5F1** Approve reclassification requests of five Lead Animal Control Officers, pay grade J, to a new classification of Animal Services Field Supervisor, pay grade K, two Animal Services Kennel Assistants, pay grade F, to a new classification of Animal Services Kennel Supervisor, pay grade H, an Animal Services Supervisor, pay grade L, to Program Coordinator, pay grade L, an Office Support Specialist, pay grade H, to Office Assistant II, pay grade E (Regional Animal Services); a Fiscal Compliance Officer, pay grade N, to a new classification of Fiscal Cost Allocation Officer, pay grade Q (Social Services); a Technology Systems Administrator Specialist, pay grade O, to Technology Systems Administrator II, pay grade LM (Technology Services); an E-Government Information Officer, pay grade N, to a Media and Communications Specialist, pay grade N (Manager's Office), as evaluated by the Job Evaluation Committee; and elimination of unused or obsolete job classifications as listed in Exhibit 1. [Net Annual cost is estimated at \$35,744]. (All Commission Districts.)
- 15-0822** **5F2** Approve additional pays for Assistant Alternative Sentencing Officers, Assistant Alternative Sentencing Officer Supervisor and Chief Alternative Sentencing Officer July 1, 2015 to include a \$250/quarter

uniform allowance, \$125/quarter safety equipment allowance, one time only \$525 towards the purchase of a weapon, and a five percent (5%) Field Training Officer differential while assigned duties specifically related to a Field Training and Evaluation Program. [FY 15/16 fiscal impact is estimated at \$23,045]. (All Commission Districts.)

**15-0823** **5F3** Approve a 3% Cost of Living Adjustment in base wage effective July 1, 2015, an increase in weekly compensation for employees on scheduled crime consultation duty from \$750/\$800 to \$1,000/\$1,250, and weekly standby pay from \$300 to \$500 for Team Chiefs/designees for the Confidential Attorneys commensurate with the recently negotiated agreement with the Washoe County Public Attorneys Association (WCPAA). [FY 15/16 fiscal impact is estimated at \$86,877]. (All Commission Districts.)

**15-0824** **5F4** Approve the Collective Bargaining Agreements with the Washoe County Nurses' Association (WCNA) for the Non-Supervisory and Supervisory bargaining units for the period July 1, 2015 through June 30, 2016; ratify same: a 3% Cost of Living Adjustment in base wage effective July 1, 2015; and modified language to the Duration of Agreement. [FY 15/16 fiscal impact is estimated at \$71,531]. (All Commission Districts.)

**15-0825** **5G1** Approve Amendment #1 Sub-Grant Agreement between Washoe County and Northern Nevada Food Bank to extend the term to December 31, 2015. (All Commission Districts.)

**15-0826** **5G2** Accept a 2015 Nevada State Emergency Response Commission, Hazardous Materials Emergency Preparedness Training grant [\$8,580, no County match required], retroactive for the period of August 27, 2015 through October 30, 2015 and if accepted, direct Comptroller's Office to the appropriate budget adjustments. (All Commission Districts.)

**15-0827** **5H1** Approve acceptance of reimbursement costs [up to \$30,000, no match required] for overtime and other expenses incurred by deputies assigned to work with the U.S. Immigration and Customs Enforcement Homeland Security Investigations (ICE-HSI) Regional Gang Unit. Funds are available retroactively for the period of 09/01/2015 – 09/01/2016. If approved, direct the Comptroller's Office to make the necessary budget adjustments and authorize the Sheriff to execute the Agreement Between Federal Law Enforcement Agency Participating in the Treasury Forfeiture Fund and State or Local Law Enforcement Agency for the Reimbursement of Expenses in Joint Operations. (All Commission Districts.)

**15-0828** **5H2** Approve the Joining Forces 2016 grant from the Nevada Office of Traffic Safety (OTS) to cover overtime costs related to conducting Traffic Enforcement Checkpoints and events and for limited travel expenses,

[\$123,100, no cash match required, 25% in-kind match required] for the grant term of 10/1/15 through 9/30/16 and if approved, direct Comptroller's Office to make the necessary budget adjustments. (All Commission Districts.)

**15-0829** **5H3** Approve Joining Forces 2015 supplemental grant funds from the Nevada Office of Traffic Safety (OTS) to cover overtime costs related to conducting Traffic Enforcement Checkpoints and events, [\$12,397.17, no cash match required, 25% in-kind match required]. Grant term is retroactive to 10/1/14 through 9/30/15 and if approved, direct Comptroller's Office to make the necessary budget adjustments. (All Commission Districts.)

**15-0830** **5H4** Authorize three (3) unfunded Communication Specialist Trainee positions to be utilized for the training of specialists for attrition preparation and planning; and if approved, authorize Human Resources to make the necessary adjustments. (All Commission Districts.)

There was no public comment on the Consent Agenda Items listed above.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Consent Agenda Items 5A through 5H4 be approved with the corrected impact dollar amount of \$36,377 for Agenda Item 5F1. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5H4 are attached hereto and made a part of the minutes thereof.

**15-0831** **AGENDA ITEM 8** Appearance: Sparks City Councilman Ron Smith Kristopher Dahir. Presentation regarding the Nevada Veterans Memorial. (All Commission Districts.) Requested by Commissioner Hartung.

Kristopher Dahir, Vice Chairman Nevada Veterans Memorial gave a PowerPoint presentation about the Nevada Veterans Memorial. He stated the memorial was designed to preserve and honor the legacy of fallen soldiers. He said the memorial would be located on the corner of Greg Street and the new Veterans Memorial Bridge in Sparks. He remarked it would honor 838 Gold Star Veterans from Nevada who gave their lives serving the Country and said it would honor any future fallen soldiers. He said money was raised for the building fund by selling "forever" bricks, which would be placed within the memorial. He noted the bricks would sell for \$100, \$250 and \$500 and would depict the name of a donor, an honoree or a company. He also noted a benefit dinner would be hosted on September 25th and the proceeds would go to the building fund as well. He stated the memorial was designed to represent Nevada with 17 trees representing the number of counties, six benches representing the Branches of the Military and three flags representing the United States, the State of Nevada and the Nevada Veterans Memorial. He shared the bricks would be placed at a 36-degree angle, the granite bands would be 36 inches wide and the commemorative brick plazas would be 36 feet long, all representing Nevada as the 36th state. He encouraged the Board to view

the plans, purchase benefit dinner tickets, purchase “forever” bricks or to donate by visiting the website at [www.nevadaveteransmemorial.org](http://www.nevadaveteransmemorial.org).

Chair Berkgigler and Commissioner Hartung congratulated Mr. Dahir on the Nevada Veteran’s Memorial Project.

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

**15-0832**      **AGENDA ITEM 7** Appearance: Thor Dyson, Nevada Department of Transportation (NDOT). Presentation regarding Debris Removal Program. (All Commission Districts.) Requested by Commissioner Jung.

Thor Dyson, District Engineer Nevada Department of Transportation (NDOT) conducted a PowerPoint presentation about the Debris Removal Program. He stated trash and debris were big concerns in Washoe County. He said between March of 2014 and March of 2015, his crews picked up 3,227 cubic yards of trash and debris. He noted that being shorthanded meant there were many overtime hours spent picking up garbage. He explained he had two different crews. The maintenance crew primarily worked on the roads and the specialty crew worked on snow plowing in the fall and winter; and weed spraying and abatement in the spring and summer. He noted both crews assisted with debris removal but the specialty crews did the majority of the trash and debris clean up. He said he sometimes utilized prisoners who were in the “honor” camp to assist with clean-up work. He commented that homeless camps were an issue because the Nevada Revised Statute stated a 72-hour notice had to be posted before clean-up could take place. The crew requested law enforcement officers to be present during the clean-up to reduce bodily risk to the workers. He said there were many hazards involved with the clean-up of a homeless camp including hypodermic needles, fecal matter and other hazardous materials. Besides trash, he stated his crews dealt with graffiti abatement. They worked closely with the cities and the County to keep graffiti under control. He commented from March of 2014 to March of 2015, his department spent \$25,000 for graffiti removal. He stated areas of concern could be reported to any of the following numbers, NDOT Debris Removal Program at 775-834-8300, NDOT Headquarters at 775-888-7000 or Reno Direct at 775-334-4636.

Commissioner Hartung thanked Mr. Dyson for his presentation and acknowledged the difficult responsibility garbage removal was. He asked Mr. Dyson whether Highway 447 going towards Gerlach was his responsibility and if so, was his team responsible for clean up after Burning Man. Mr. Dyson replied it was within his area of responsibility and after the first few years of Burning Man, the garbage was colossal along the 72-mile stretch from Wadsworth to Gerlach. He said he talked to the people from Burning Man, who were very helpful, and sent out waves of people to pick up the garbage over the entire stretch of highway. He said that every year he videotaped the road before, during and after Burning Man to ensure they did their due diligence. Commissioner Hartung stated that was not what was communicated to him, but he was glad it was not an issue. Mr. Dyson said there were some issues with abandoned vehicles

this year and if they were determined to be a safety hazard, they were towed away immediately.

Commissioner Jung asked whether there was a regular clean-up schedule. Mr. Dyson replied there was not a regular schedule because there was not a specified clean-up crew to perform regular work. He stated he had to pull from the existing road crews and he even picked up garbage himself when needed. Commissioner Jung commented that the area next to the I-80 westbound off-ramp close to the County offices was always debris-filled. She stated she had seen the area being cleaned, but it did not take long to be debris-filled again. She wondered whether enforcement could assist with keeping sites clear. She stated another chronic area was I-580 northbound at the Clearacre exit where both sides were constantly debris-filled. She asked how closely crews worked with the Nevada Highway Patrol (NHP) and other enforcement agencies. Mr. Dyson replied the NHP was shorthanded also, but if they saw a truck with garbage flying out of it, they would issue a citation for littering. He stated littering was a community problem. Commissioner Jung encouraged residents to contact legislators to request additional jobs to help with litter and trash enforcement. She stated she would contact the Sheriff's Office to inquire if any special clean-ups could be organized.

Commissioner Lucey thanked Mr. Dyson for his presentation. He stated he and Commissioner Hartung sat on the Regional Transportation Commission (RTC) and that funding and staffing shortages were constantly an issue. He agreed with Commissioner Jung about contacting the legislators because there were fights over funding between northern and southern Nevada. He said the majority of funding was going to Clark County and the rest of the State's funding was split between the remaining counties. He noted the funding did not grow much from year to year and Clark County was constantly asking for more.

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

#### **BLOCK VOTE (9, 10, 11, 12, 13, 14, 15 and 16)**

**15-0833**      **AGENDA ITEM 9** Recommendation to approve the Collective Bargaining Agreements with the Washoe County Employees Association (WCEA) for the Non-Supervisory and Supervisory bargaining units for the period July 1, 2015 through June 30, 2016; ratify same: a 3% Cost of Living Adjustment in base wage effective July 1, 2015; updated language regarding job classification, pay grades and out of class assignments; and modified language to the Terms of Agreement. [FY15/16 fiscal impact is estimated at \$3,312,981]. Human Resources. (All Commission Districts.)

There was no public comment on this item.

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

**15-0834**      **AGENDA ITEM 10** Recommendation to approve the Collective Bargaining Agreement with the Washoe County Sheriff's Deputies Association (WCSDA) for the period of July 1, 2015 through June 30, 2016; ratify same: a 2.5% Cost of Living Adjustment in base wage effective July 1, 2015; add weekend holiday pay provisions with a flat rate compensation of \$250 for eligible holidays; increase ballistic vest allowance from a not to exceed amount of \$800 to \$1,100; other non-monetary language modifications; and if approved, authorize Chair to execute Collective Bargaining Agreement upon completion. [ FY 15/16 fiscal impact is estimated at \$1,184,959]. Human Resources. (All Commission Districts.)

There was no public comment on this item.

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

**15-0835**      **AGENDA ITEM 11** Recommendation to approve a 2.5% Cost of Living Adjustment for the Confidential Undersheriff, Chief Deputy Sheriffs, and Supervisory Deputies effective July 1, 2015. [FY 15/16 fiscal year impact is estimated at \$269,418]. Human Resources. (All Commission Districts.)

There was no public comment on this item.

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

**15-0836**      **AGENDA ITEM 12** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the installation of a new roofing system for the 1 S. Sierra Roof Replacement Project [staff recommends D & D Roofing and Sheet Metal, Inc. in the amount of \$294,750]; and if awarded, approve the purchase of roofing materials for the 1 S. Sierra Roof Replacement Project from Garland, DBS [in the amount of \$293,434.94] utilizing Cobb County Georgia Bid No. 14-5903 pursuant to the joinder provision of NRS 332.195; and direct Comptroller's Office to make the necessary budget adjustments. Community Services. (Commission District 3.)

There was no public comment on this item.

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

**15-0837**      **AGENDA ITEM 13** Recommendation to award a bid and approve the Agreement to the lowest, responsive, responsible bidder for the North Valleys Regional Park Playground Rehabilitation project [staff recommends Garden Shop Nursery, Landscape Division in the amount of \$209,995]; and if approved, direct Comptroller's Office to make the appropriate budget adjustments. Community Services. (Commission District 5.)

There was no public comment on this item.

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

**15-0838**      **AGENDA ITEM 14** Recommendation to approve an Interlocal Agreement for the Construction and Management of Stormwater Facilities for the Protection of the Highland Canal between Washoe County, City of Reno and Truckee Meadows Water Authority. Community Services. (All Commission Districts.)

There was no public comment on this item.

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

**15-0839**      **AGENDA ITEM 15** Recommendation to approve an Agreement Regarding November 2002 State Question 1: Parks and Open Space Bond Issue – Truckee River- Truckee River Management Plan-One Truckee River Initiative Phases I, II and III-Project Funding [\$175,000-State Question 1 Truckee River Bond Funds] between Washoe County and Nevada Land Trust; and authorize Comptroller's Office to make the appropriate budget adjustments. Community Services. (Commission Districts 2 and 3.)

There was no public comment on this item.

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

**15-0840**      **AGENDA ITEM 16** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Sun Valley – West Second Avenue Sidewalk Project, [staff recommends Spanish Springs Construction, Inc. in the amount of \$396,444]. Community Services. (Commission District 3.)

There was no public comment on this item.

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

**15-0841**     **AGENDA ITEM 21** 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.

**12:41 p.m.**     On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

**2:08 p.m.**     The Board reconvened with all members present.

**15-0842**     **AGENDA ITEM 17** Discussion and possible direction on Medical Marijuana Establishment regulations within Washoe County Chapter 25 to include compliance with the State Law changes resulting from the 2015 Nevada State Legislative Session; and an update on Medical Marijuana Establishments and related matters within Washoe County. Upon direction from the Board on any regulation changes, staff will return with a County Code initiation request. (All Commission Districts)

Kevin Schiller, Assistant County Manager, indicated that in the 2015 Nevada State Legislature two bills were passed that affected the County medical marijuana establishment (MME) regulations. He stated Senate Bill (SB) 276 amended the current five-mile restriction for the relocation of any MME and allocated a sixth medical marijuana dispensary to unincorporated Washoe County; and Assembly Bill (AB) 70 enabled the County to recover costs related to inspections, reviews and other related tasks. He said staff proposed that Washoe County Code (WCC) Chapter 25, Section 3, pertaining to relocation of an MME, be amended to include requirements that a MME owner must apply to the Board for any new proposed location. He noted the proposed location must satisfy the regulatory zone requirements for an MME. He indicated the relocation application would require proper notice and a public hearing. He said the sixth medical marijuana dispensary would be located on Highway 395 in Washoe Valley. He indicated the proposed amendment to AB 70, Section 29, would require an MME owner to pay for the cost of inspections and reviews within 30 days from the date the work was performed or receive a penalty of \$500 and the possibility of denial or revocation of the business license.

Chair Berkgigler stated the testimonies she heard indicated people were opposed to the location of the proposed MME, but many of the testimonies were opposed to any MMEs in Washoe County. She asked Mr. Schiller what percentage of voters were in favor of medical marijuana. Mr. Schiller indicated over 60 percent of voters were in

favor. Chair Berkbigler thought many constituents were not aware that there was a vested population who voted in support of medical marijuana.

Commissioner Lucey asked about the issue of reciprocity and if it had to be dealt with at the legislative level and could be addressed in the next legislative session. Mr. Schiller replied reciprocity was a concern and there could be a lobbying platform related to potential changes within Nevada Revised Statute 453A specific to reciprocity. Commissioner Lucey stated that he did not know where the recreational marijuana issue was going, but staff could be directed to develop a code that would be more restrictive. Commissioner Lucey thanked Mr. Schiller for all the work he had done.

Commissioner Hartung thought it was a great idea to have restrictions on where MMEs could be located. He thought stating industrial and commercial areas would be the only approved areas might solve the issue of proximity to schools and residential areas.

Commissioner Jung stated in the medical marijuana work groups they looked at zoning extensively. She said if there were proposed locations in neighborhood commercial areas, there needed to be a notification process in place. She noted utilizing Special Use Permits was not advisable, because the permits stayed with the property not the owners of the businesses. She said she would like Mr. Schiller to come back with options. She thought the public was not aware that the County had been working on the proposal for two years. She thought if neighborhood commercial properties were considered for MME locations, then a process requiring developers to pay postage to notify the people directly adjacent to an area, and to give them an opportunity to speak at a public hearing, would be appropriate. Mr. Schiller stated the specifics on neighborhood impacts, neighborhood notification and proximity to school bus stops and schools would be brought back to the Board by staff.

Commissioner Hartung asked if there was a way to connect the owner to a specific license rather than to the property, much like a gaming license. He requested staff to bring back options.

Commissioner Lucey questioned whether a business license could be held until a public hearing took place so the public would have the chance to voice concerns before a license was issued. Mr. Schiller stated they would review the concerns and bring back multiple options to the Board within the next month.

Chair Berkbigler questioned whether there were any other approved MME property locations on Mount Rose Highway. Mr. Schiller stated he would have to check the map, but he thought there were not. Chair Berkbigler wanted to see increased security requirements around the facilities and asked staff to come back with a list of mandatory requirements. She stated the County needed to ensure that medical marijuana was not consumed on the property of an MME. She asked if it was true there were two proposed locations approved for Crystal Bay and Mr. Schiller said he understood it was two. Chair Berkbigler stated as the representative for the town of Incline Village and Crystal Bay,

she was completely opposed to having three MMEs in that very small community and she wanted a review of the regulations to determine if was possible to prohibit at least two of those facilities. She stated she would request that Incline Village be a non-recreational marijuana zone. She asked Mr. Schiller to include that with the information he had been requested to bring back to the Board.

On the call for public comment, Brian Rasmussen spoke regarding MMEs. He stated he would support the Board to look at ordinances that were more restrictive and the elimination of neighborhood commercial areas for MME locations. He wanted to understand how the State determined what MME applications were approved.

Susan Morrison spoke in opposition to medical marijuana. She thought the vote to approve medical marijuana was misleading and she did not want MMEs in the community. She stated there needed to be a method to report people who were selling their medical marijuana. She wanted the Board to recommend that automatic conversion to recreational marijuana be prohibited.

Kimberly Gomez stated her concerns about people obtaining a medical marijuana card that were truly not in need of such medication. She said the vote for medical marijuana use was for the critically ill and she did not realize it would involve actual MMEs in the community.

Karen Mullen spoke regarding scenic corridors. She was in favor of the elimination of neighborhood commercial zoning for MMEs. She was concerned about the average daily trips on Mount Rose Highway in the vicinity of the prior proposed site for the MME. She noted she was looking for the MME solutions to be long term and sustainable.

Cathy Brandhorst spoke about matters of concern to herself.

Ed Alexander spoke in favor of MMEs. He indicated there was not a difference between most neighborhood commercial centers, which had liquor stores and smoke shops, and he thought marijuana was being treated differently. He was opposed to eliminating neighborhood commercial zoning for MMEs because it would limit the amount of locations available.

On motion by Commissioner Lucey, seconded by Commissioner Jung, which motion duly carried, it was ordered that staff come back with information and options for zoning, a budget overview, a review of codes and the availability of approved MME properties.

**3:13 p.m.** The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

**15-0843**      **AGENDA ITEM 6** Truckee Meadows Fire Protection District and Sierra Fire Protection District--see separate Notice of Joint Meeting and Agenda.

**3:24 p.m.**      The Board adjourned as the TMFPD/SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

**15-0844**      **AGENDA ITEM 18** Public Hearing and possible action to determine whether consolidation of Truckee Meadows Fire Protection District with Sierra Fire Protection District is feasible and in the best interests of the County and Districts. Truckee Meadows Fire Protection District.

The Chair 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.

Chair Berkbigler asked when the consolidation would be complete.

Truckee Meadows Fire Protection District Chief Charles Moore stated most of work that needed to be completed was software and programming. He stated the planning would start around February 2016.

Paul Lipparelli, Legal Counsel, stated that Assembly Bill (AB) 333 was the legislative act that authorized the consolidation of fire districts. The legislature mandated that the final act to accomplish this would be the adoption of the ordinance, which had not yet been brought forward. He stated the planning and consolidation process involved budgets and the transfer of property. He said it was proper to open the public hearing to accept any objections to the consolidation, then the ordinance would be presented for approval in a few months.

On motion by Commissioner Lucey, seconded by Commissioner Herman, which motion duly carried, it was ordered to direct staff to take the necessary steps to complete the consolidation no later than June 30, 2016.

**15-0845**      **AGENDA ITEM 19** Introduction and first reading of an ordinance amending the Washoe County Code (Chapter 60 – Fire Code) to adopt a new Section 5601.1.6 within the International Fire Code Chapter 56: Explosives, of Washoe County Code Chapter 60, containing provisions that amend the 2012 Edition of the International Fire Code, and if supported direct staff to set a second reading and possible adoption of the ordinance. Truckee Meadows Fire Protection District. (All Commission Districts.)

The Chair opened the public hearing.

Nancy Parent, County Clerk, read the title for Bill No. 1748.

Truckee Meadow Fire Protection District (TMFPD) Fire Marshal Amy Ray stated the TMFPD enforced the 2012 amendment adoption proposed to eliminate the sale, use and manufacture of binary exploding targets within the County in 2013. The Board requested that the provision not be adopted. She stated there were five jurisdictions that bordered the County that currently prohibited the sale of the targets. She mentioned some of the businesses in the areas continued to stock the targets. The TMFPD proposed limited use to private property and licensed gun facilities. She indicated the intention was not to ban the use of the binary targets, but to provide a safer environment for the use of them.

TMFPD Fire Chief Charles Moore stated that in the past three years he had personally seen the binary targets start fires. He said if someone wanted to shoot the binary targets on private property, on an area could be cleared, they could apply for a permit.

On the call for public comment, Cathy Brandhorst spoke about matters of concern to herself.

Bill No. 1748 was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

The Chair closed the public hearing.

**3:40 p.m.** The Board recessed.

**6:00 p.m.** The Board reconvened with all members present.

**15-0846** **AGENDA ITEM 20** Introduction and first reading of an ordinance amending Chapter 110, by changing Article 500 - Signs: Title and Contents; to remove Article 502 - Billboard Regulations and Article 504 - Sign Regulations and to adopt a new Article 505 (Sign Regulations); and if supported, set the public hearing for second reading and possible adoption of the ordinance on October 13, 2015 at 6:00 p.m. (All Commission Districts.) **Item continued from August 25, 2015 Commission meeting.**

Nancy Parent, County Clerk, read the title for Bill No. 1749.

The Chair opened the public hearing by calling on anyone wishing to speak for or against the proposed ordinance.

On the call for public comment, Mark Wray spoke on behalf of Scenic Nevada regarding the proposed changes. He stated they only had three requested changes to the proposed ordinance: to restore the billboard definition, to remove the Regional, Recreational, Travel and Tourism (RRTT) category and to replace the brightness proposal. He presented a PowerPoint presentation, which included the top five myths of

the Washoe County draft sign code: billboards were prohibited, standard definitions of business signs and billboards must be removed, RRTT designation met the County goal of economic development, the County was controlling brightness limits and that there was broad public support for draft code.

Phillip Povey spoke in support of Scenic Nevada. He stated he would like to keep billboards out of the area. Mr. Povey presented a handout of his concerns, which was placed on file with the Clerk.

Anthony Domoe spoke in support of less billboards, less brightness from lights and noted how he enjoyed the dark of night in Verdi.

Sue Smith stated as a commercial real estate agent, she had never had anyone come to town because they wanted a big sign. She was in support of the changes that Scenic Nevada presented. She stated the vote was very important to the community because the ordinance would be in effect for many years.

Berry Hall spoke regarding the complexity of the ordinance. She stated people did not want to see more signs. She was in support of Scenic Nevada's proposed changes.

Lori Wray spoke regarding how often the message changed on the digital signs and how bright they were. She was in favor of the timing of the digital displays going from 20 seconds to 8 seconds. She stated that Sparks was the only city that was sticking to their original sign regulations. Ms. Wray submitted several handouts, which were placed on file with the Clerk.

Jennifer Kaufman spoke in opposition to the proposed sign regulations. She stated she spent many hours driving scenic roads and she thought changing the regulations could jeopardize the natural beauty of the State. She said the Wild West Motorsports Park had many other options for advertising, but huge, bright signs would reduce the beauty of that area.

Ron Nicholson spoke in opposition to the proposed regulations. He said as a pilot, the bright lights made it very difficult for him to navigate near the airport.

Karen Munson thanked staff for all the hours put in to this issue. She thought the timing of the digital displays on the signs should change to 8 seconds because 20 seconds was too long. She stated the brightness standards were based on foot-candles but she had not seen anything that referred to the brightness levels.

Janice Flanagan spoke in opposition to more billboards. She stated that flashing lights on the signs were a concern and the signs were too bright. She said Scenic Nevada was doing a great job.

Lyn Hawkins spoke in opposition to any new billboards. She was in favor of the proposal presented from Scenic Nevada. She stated billboards were obsolete and all the information for a business was online, so there was no need for big signs.

John Hara stated the purpose of a strong sign code was that it was meant to be consistent for all businesses. He said other cities signs were low to the ground and nonintrusive. He stated the City of Reno Planning Commission meeting regarding sign regulations went through each code and they were very thorough. He would like to see this proposal process work as the City of Reno's did. Mr. Hara submitted a handout, which was placed on file with the Clerk.

William Naylor did not support the proposed regulations. He stated the amount of visitors to the Wild West Motorsport Park was not enough to warrant changing the RRTT category. He said he did not support limiting the public's voice with the changes.

Kathy Bohall stated Nevada had so much scenic beauty and the signs took away from that. She strongly supported Scenic Nevada.

Tray Abney spoke about concerns related to the proposed changes in sign regulations. He stated his concerns, which included sign brightness, size, the time between sign images, the transition method and the transition duration. He urged the Board to revisit the proposed regulations. Mr. Abney submitted a handout, which was placed on file with the Clerk.

Lea Tauchen spoke in opposition to on-premise electronic message display signs. She said digital signage was a viable and effective way to communicate with the public and as technology evolved and more and more retailers were using digital signs to create an impact with potential customers.

Jim Galloway spoke in opposition to additional advertising signs. He stated there seemed to be serious differences of opinion regarding this issue.

Brian Reeder thought the draft was a great start. He said there were still many concerns but he felt the regulations were going in the right direction. He was in favor of businesses being permitted to advertise on billboards and signs.

Gary Houk stated that the Nevada Department of Transportation (NDOT) had spent millions of dollars over the past several years on the zero fatalities program, of which 7 percent had been for distracted driving. He said they estimated reading a text message took between three and five seconds and that the fine for texting while driving was \$100. He did not understand how the County could allow more billboards, which would create more distracted driving.

Commissioner Herman told a story about Raymond "Pappy" Smith, who placed signs all over the United States that said "Harrold's Club or Bust". She stated the

signs created the community and businesses. She said that business had been tough over the past few years and she thought that businesses needed a little help with advertising. She thought staff had done a good job on bringing forward a workable solution.

Commissioner Hartung asked Bill Whitney, Director of Planning and Development, whether there were requests in the past for changes to the sign regulations in Spanish Springs. Mr. Whitney stated that recently there was an issue in the shopping centers because the sign code was difficult, hard to interpret, and was not clear. He said the businesses would come in with a depiction of the sign they wanted and staff would try to accommodate them, but it was difficult. Commissioner Hartung asked whether the proposed changes were comparable to Reno and Sparks' regulations. Mr. Whitney stated they tried to standardize the code as much as possible, but it was generally more restrictive. He stated the direction they had received was that the unincorporated County was more suburban and in cases more rural than the cities, so the sign code needed to be more restrictive. Commissioner Hartung stated this was not determined without thought and input and there had been many meetings about what the proposal should include. Commissioner Hartung asked in regards to the RRTT designations, how many people in the County would be eligible for them. Mr. Whitney replied there were three areas that would be eligible; the I-80 east corridor, Cold Springs and out towards Wadsworth exit. Commissioner Hartung asked with respect to RRTT signs, could anyone submit an application for them or was it by special use. Trevor Lloyd, Senior Planner, replied that any requests for RRTT type sign would require an application for a special use that would need to be approved by the Board. Commissioner Hartung asked what the advantage was to use foot-candles as opposed to lumens for brightness measurement. Mr. Lloyd replied that foot-candle was a measurement of brightness above the ambient level and the recommended measurement would be .3 foot-candles above ambient. He stated measuring foot-candles was a more consistent standard and easier to maintain than lumens were.

In response to Commissioner Jung Mr. Lloyd stated each sign would have a sensor that would not allow it to exceed .3 foot-candles and an engineer would calibrate and provide a statement of the maximum brightness. Commissioner Jung questioned legal counsel regarding disallowing the use of off-premise signs and asked if the County could remove the sign or if that would be legal issue of taking someone's property. Paul Lipparelli, Legal Counsel, stated the Fifth Amendment protected against the taking of property without just compensation. Commissioner Jung stated she had not been in support of this issue from the beginning. She said her number one concern was for the constituents who had stated for many years the opposition to more billboards.

Commissioner Lucey thought staff had done an adequate job, but in his opinion, some of the codes were still very restrictive. He brought up that the Reno Arch was a bright illuminated sign that had been around for many years and lights were part of the city's heritage. He agreed he would like the display timing on the digital signs to be 8 seconds. He also stated in the past he had an issue getting an electric sign on his own property, but the sign had helped his business. He stated he was still in support, but thought the proposal could use some more work.

Chair Berkbigler asked whether a business owner who owned multiple businesses could advertise both businesses on each sign. Mr. Lloyd stated they would be limited to the size of the sign but not the content. He also stated there was nothing in the proposal that would change current code for on-premise signs. He said an on-premise sign allowed any message that furthered the business for any person on the property. Chair Berkbigler continued to have concerns about RRTT signs and about signs being content neutral. She stated she could not support this plan the way it was proposed, but noted there were items in the proposal that she knew were needed.

Paul Lipparelli stated his advice to make the proposed changes before the bill was introduced and the second reading took place, because if they made significant changes after the introduction they would have to start over.

Chair Berkbigler recommended to direct staff to revise the proposed regulations with the recommended changes to include more definition of sizes and types of billboards and to bring it back to the Board.

Commissioner Jung thought that was a great starting point and perhaps staff could look at removing the ability for property owners to create a revenue stream by selling sign advertisements for off-premise signs. She thought the sign advertising should only be for the business where the sign was located.

Commissioner Hartung thought staff had done a great job and he was ready to move forward with the plan as proposed. He was not in favor of sending it back to staff to loosen the rules as opposed to tightening them.

Commissioner Lucey stated he would like to see the proposal go back to staff because he thought it needed more work

Commissioner Hartung stated he would agree to have staff revisit the proposed changes to accommodate the requested changes.

Chair Berkbigler stated she did not want the regulations to be any looser, but she thought they did need to be refined. She said the Board was committed to work with staff on the issues.

Mr. Whitney stated the proposed plan would need to go back to the Planning Committee.

On motion by Commissioner Lucey, seconded by Commissioner Jung, which motion duly carried, it was directed for the proposal to be sent back to staff back to revisit the concerns of the standards for electronic message displays (EMDs), properties adjacent to 4 lanes versus 2 lanes, the 8 second display timing on digital signs, possible locations of EMDs, definitions on sign sizes and prohibiting the creation of revenue streams for sign advertising.

**15-0847**      **AGENDA ITEM 23** Public Comment.

Cathy Brandhorst spoke about matters of concern to herself.

Jim Galloway complimented Chair Berkbigler and Commissioner Jung for answering to the sign regulation questions.

**15-0848**      **AGENDA ITEM 24** Commissioners'/Manager's announcements, reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to. Requests for information, topics for future agendas and any ideas and suggestions for greater efficiency, cost effectiveness and innovation in County government. (No discussion among Commissioners will take place on this item.)

Chair Berkbigler requested a presentation in regards to Dillion's rule.

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

**7:34 p.m.**      There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, the meeting was adjourned.

\_\_\_\_\_  
**MARSHA BERKBIGLER**, Chair  
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:*  
*Doni Gassaway, Deputy County Clerk*

## INTERLOCAL AGREEMENT

1. PARTIES This Interlocal Agreement ("Agreement") is entered into between Washoe County ("Washoe") by and through its duly constituted Board of County Commissioners and the Washoe County Health District ("Health District"), collectively the "Parties."

2. RECITALS

2.1 The Parties are public agencies under NRS 277.100.

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

2.3 The Air Quality Management Division of the Health District operates an ambient air monitoring network throughout Washoe County to measure air pollution concentrations and disseminate information to the public which serves the public interest.

2.4 The Health District wishes to place ambient air monitoring instruments used to measure air pollution concentrations (Air Monitoring Equipment) on specific locations authorized on land owned by Washoe (the "Property"), which are desirable as sites for Air Monitoring Equipment. The cost and expense of all labor, materials, maintenance and repair of the equipment will be entirely the responsibility of the Health District.

3. LICENSE AND COOPERATION

3.1 Washoe grants a non-exclusive license to the Health District to locate, install, operate and maintain Air Monitoring Equipment on the following lands owned by Washoe:

3.1.A Currently Assessor's Parcel Number 080-461-31, commonly known as Lemmon Valley Park (Lemmon Valley Park). The Air Monitoring Equipment shall be installed in substantial conformance to the design and location as shown in Exhibit A, attached hereto and incorporated herein.

3.1.B Currently Assessor's Parcel Number 083-024-06, commonly known as Lazy 5 Regional Park (Lazy 5 Regional Park). The Air Monitoring Equipment shall be installed in substantial conformance to the design as shown in Exhibit B, attached hereto and incorporated herein.

3.1.C Currently Assessor's Parcel Number 132-020-23, commonly known as Incline Service Center (Incline Service Center). The Air Monitoring Equipment shall be installed in substantial conformance to the design as shown in Exhibit C, attached hereto and incorporated herein.

3.2 Locations may be added or removed from Section 3.1 upon authorization in writing by the Director of Community Services Department, or his designee.

15-0814

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3.3 Washoe agrees to cooperate with the Health District in the obtaining of any governmental permits required.

3.4 Washoe agrees to cooperate with the Health District in obtaining electric power to the Property.

3.5 Within 90 days after the termination of this Agreement, or after the removal of Air Monitoring locations outlined in 3.1, Health District agrees to restore the Property to a condition reasonably approximating the condition of the Property before the Air Monitoring Equipment was installed.

#### 4. EQUIPMENT AND DATA

4.1 Data collected by the Air Monitoring Equipment shall be available to the public upon request at reasonable business hours at the Air Quality Management Division of the Health District.

4.2 Washoe shall have no duty to operate or maintain the Air Monitoring Equipment which shall remain the property of the Health District and shall be removed within 90 days of the termination of this Agreement at the cost and expense of the Health District. However, this Agreement shall automatically terminate, without more, upon the removal of all of the Air Monitoring Equipment by the Health District.

#### 5. INDEMNIFICATION & TERMINATION

5.1 The Health District agrees, to the extent allowed by state law, to hold harmless, indemnify and defend Washoe from any and all losses, liabilities, or expenses of any nature to the person or property of another, to which Washoe may be subjected as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions on the part of the employees, agents, or servants of the Health District in connection with the performance of the duties or obligations of this Agreement.

Washoe agrees, to the extent allowed by state law, to hold harmless, indemnify and defend Health District from any and all losses, liabilities, or expenses of any nature to the person or property of another, to which Health District may be subjected as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions on the part of the employees, agents, or servants of Washoe in connection with the performance of the duties or obligations of this Agreement.

5.2 This Agreement shall remain in effect from the Effective Date until terminated as provided herein. This Agreement may be terminated by either party upon 60 days prior written notice for any or no reason.

6. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

6.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of a corporate party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

If to Washoe:            Director of Community Services  
                                 Washoe County  
                                 P.O. Box 11130  
                                 Reno, Nevada 89520

If to Health District: Administrative Health Services Officer  
                                 Washoe County Health District  
                                 P.O. Box 11130  
                                 Reno, Nevada 89520

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Any person may change its address for notice by written notice given in accordance with the foregoing provisions.

6.8 The Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may be recorded.

6.9 This Agreement is effective the date it is signed by the last party provided all the Parties have first signed and approved it ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**WASHOE COUNTY**

Dated this 22<sup>nd</sup> day of September 2015

By: Marsha Berkbigler  
Marsha Berkbigler, Chair  
Board of County Commissioners

**HEALTH DISTRICT**

Dated this 27 day of August 2015

By: Kitty Jung  
Kitty Jung, Chair  
District Board of Health

ATTEST:  
Dancy L. Paul  
Approved as to form:  
Paul Alejandro

Attorney for Washoe

ATTEST:  
\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

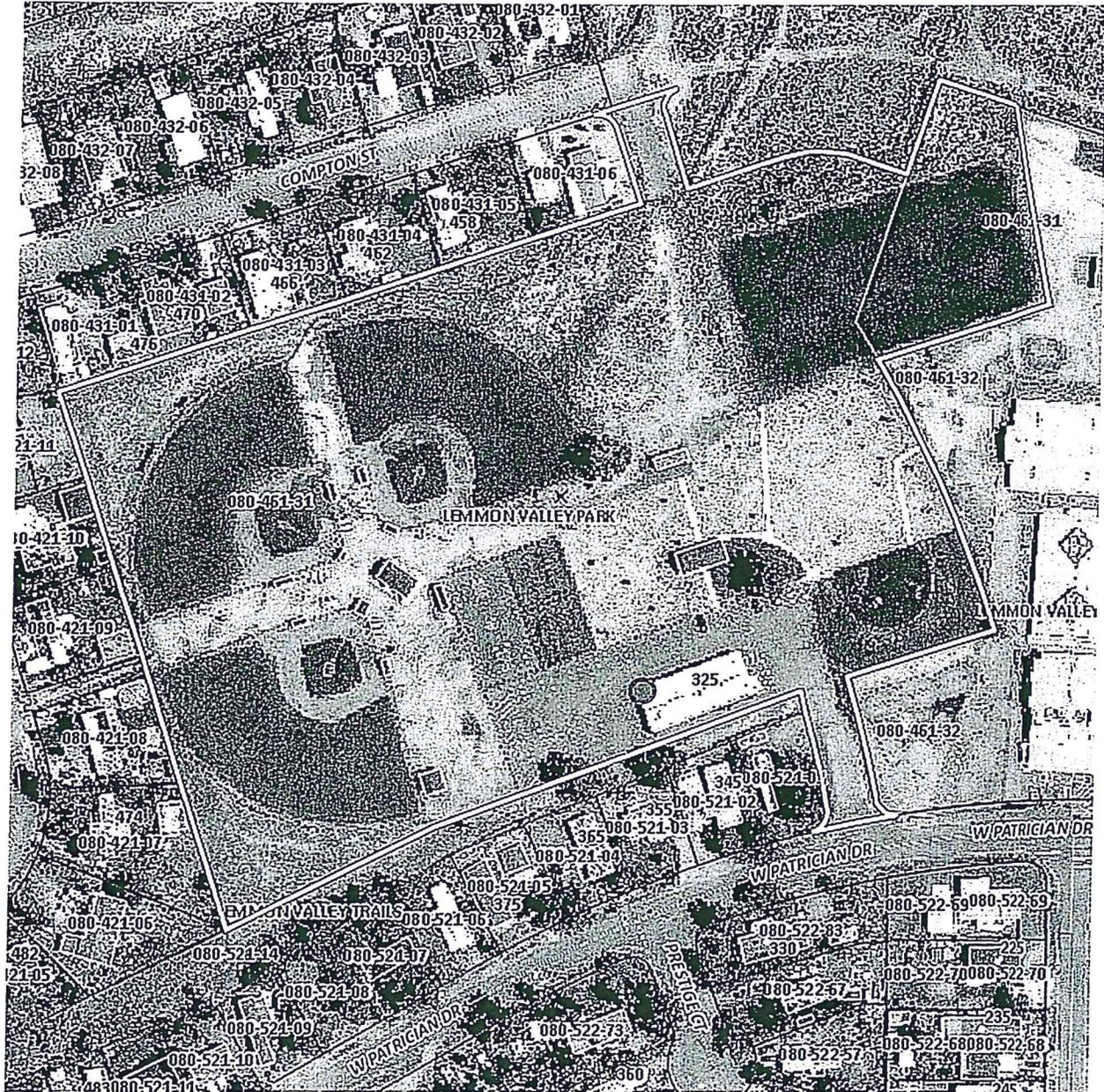
Attorney for Health District

15-0819

Exhibit A  
Lemmon Valley Park

15-2819

Exhibit A  
Washoe County Assessor's Parcel Number 080-461-31  
"Lemmon Valley Park"



15-0819

⊙ = Air Monitoring Equipment

July 13, 2015

Exhibit B  
Lazy 5 Regional Park

15-0819

Exhibit B  
Washoe County Assessor's Parcel Number 083-024-06  
"Lazy 5 Regional Park"



15-0819

● = Air Monitoring Equipment

July 13, 2015

Exhibit C  
Incline Service Center

15-0819

Exhibit C  
Washoe County Assessor's Parcel Number 132-020-23  
"Incline Service Center"



15-0819

⊙ = Air Monitoring Equipment

July 13, 2015

INTERLOCAL AGREEMENT FOR THE  
CONSTRUCTION AND MANAGEMENT  
OF STORMWATER FACILITIES  
FOR THE PROTECTION OF THE HIGHLAND CANAL

This Interlocal Agreement (the "Agreement") is by and among Washoe County, the City of Reno ("COR"), the Truckee Meadows Water Authority ("TMWA"), each a "Party" and collectively, the "Parties."

RECITALS

- A. NRS 277.180 provides that public agencies may contract with other public agencies to perform any governmental service, activity or undertaking which any of these public agencies entering into the contract is authorized by law to perform;
- B. TMWA is a Joint Powers Authority created through a Cooperative Agreement among the cities of Reno, Sparks, and Washoe County, Nevada;
- C. TMWA is the principal municipal water supplier for the Reno-Sparks area;
- D. TMWA operates a canal, the Highland Canal, which is the primary conduit of Truckee River water to TMWA's Chalk Bluff Water Treatment Plant;
- E. TMWA has improved the Highland Canal such that it provides a continuous supply of surface water for treatment and provides the most reliable and least expensive source of surface water to the Chalk Bluff Plant for treatment;
- F. Washoe County and COR have jurisdiction over the management of Storm water discharges from certain developments upslope of the Highland Canal;
- G. Protection of the community's drinking water supply is a goal shared by TMWA, COR and Washoe County;
- H. The Parties desire to cooperate in the design and construction of infrastructure improvements to alleviate discharges of stormwater affecting the Highland Canal and mitigate the impacts of stormwater discharges to the Truckee River and in the future operations and maintenance of these improvements;

15-0858

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I  
CONDITIONS PRECEDENT

1.1. *Effective Date:* This Agreement requires the approval of the governing boards of each Party, and shall become effective on the date last approved by a governing board of a Party.

1.2 *Source of Funds*: The Parties acknowledge that performance of their respective obligations hereunder is dependent in part on securing of funding from outside sources and is limited by the provisions of NRS 354.470-626.

## ARTICLE II PURPOSE, SCOPE, AND ADMINISTRATION

2.1. *Purpose*. The purpose of this Agreement is set forth the terms and conditions governing the Parties' cooperative design, construction, and maintenance of certain infrastructure improvements for the interception, collection, and conveyance of storm water runoff from the Mesa Park areas of Reno and Washoe County to prevent discharges into the Highland Canal and redirect storm water to the Truckee River. Currently storm water enters TMWA's Highland Canal at several locations in this area. The improvements will consist of the installation of a collection and conveyance system with features designed to eliminate stormwater discharges into the Highland Canal and to improve stormwater quality prior to entry into the Truckee River. The project will require crossings of TMWA's Highland Canal, U.S. 40 (NDOT) and railroad (Union Pacific).

2.2. *Additional Improvements*. The Parties acknowledge that the Improvements are intended to control the majority of storm water runoff impacting the Highland Canal, but that additional improvements may be necessary in the future. Any such additional improvements are outside the scope of this Agreement, unless this Agreement is amended to include such additional work with an approved source of funds.

2.3. *Responsible Persons*. The person responsible for the administration of this Agreement on behalf of TMWA is Juan Esparza. The person responsible for the administration of this Agreement on behalf of the COR is Glen Daily. The person responsible for the administration of this Agreement on behalf of Washoe County is Dwayne Smith.

2.4 *Term*. This Agreement shall be binding upon the Parties, their successors, and assigns, and shall continue in full force and effect until issuance of final payments under this Agreement to Contractor and all warranty requirements have been fulfilled as required by the construction contract documents.

## ARTICLE III DESIGN AND BUDGET ESTIMATE

3.1. TMWA and its contractor have substantially completed design for the Improvements and will prepare the final design. The 30% design included participation by COR and Washoe County via a technical advisory committee. TMWA agrees to be responsible for all design costs, other than the cost of design review by COR and Washoe County.

3.2. *Design Review*. COR and Washoe County will each review the final design to ensure compliance with their respective specifications and ordinances and agree to approve or provide

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comments to the final design no later than 14 business days following receipt from TMWA of the final design.

3.3. *Budget and Grant Funding.* A budget estimate has been prepared as set forth in Exhibit A (the "Preliminary Budget Estimate"). The Parties have obtained grant funding in the amount of \$979,000.00 (Truckee River Fund of \$729,000.00 and NNWPC of \$250,000.00) for a portion of the cost of construction based upon the Preliminary Budget Estimate, exclusive of the design and permitting costs that TMWA has agreed to bear. Subject to Section 4.1, TMWA agrees to provide funding for the difference between the amount of grant funding and the Preliminary Budget Estimate. The Parties acknowledge that actual project costs will be based upon bids received and the final selected bid, as set forth in Section 4.1.

#### ARTICLE IV CONSTRUCTION RESPONSIBILITIES

4.1. *Construction Management.* COR shall be responsible for construction management, at COR's cost, including procuring construction permits, preparation of construction contracts, securing bids, managing contractor selection, and on-site inspection. COR shall manage the bid process in accordance with its standard procedures and shall award the contract to the contractor providing the lowest responsive and responsible bid (the "Contractor"), provided the bid does not exceed the Preliminary Budget Estimate. In the event the lowest responsive and responsible bid exceeds the Preliminary Budget Estimate, COR shall consult with TMWA regarding the proposed contract price. TMWA may either agree or decline to provide funds sufficient to pay the difference between the lowest responsive and responsible bid and the Preliminary Budget Estimate. If TMWA declines to commit funds for the additional amount, the project will not proceed for lack of funds and the COR will cancel the project bids. If this occurs, the Parties shall convene to determine whether to delay or redesign the project or terminate this Agreement.

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4.2 *Change Orders.* TMWA and Washoe County or their authorized agents shall have the right to review and approve contract change order requirements related to the construction of the project and COR shall not execute or approve change orders or other modifications to the project work without the prior written approval from TMWA and Washoe County or their authorized agents. TMWA and Washoe County shall provide COR with their approval and/or comments to any proposed change order relating to the project within 5 calendar days of notice given pursuant to this Agreement.

4.3 *Contract Payments.* Payments to contractor shall be made first from available grant funds and thereafter from funds committed by TMWA. If payment is to be made by TMWA, City shall submit contractor's invoices to TMWA for the authorized costs of constructing the project. Contractor's invoices for change order work shall include supporting documentation reasonably acceptable to TMWA. Payment of all invoices properly submitted shall be due within 30 days after receipt by TMWA directly to contractor, provided, however, that final payment for the project shall be contingent upon satisfactory final inspection and approval of the project by the Parties and proper filing and processing of the Notice of Completion.

4.4. *Access.* Washoe County and COR agree to provide necessary access within their respective jurisdictions for construction of the Improvements. TMWA will be responsible for the procurement of permits or licenses on behalf of COR for Nevada Department of Transportation (“NDOT”) and railroad crossings and for acquiring, at its cost, any necessary easements for the Improvements.

TMWA shall, at its own expense and at no cost to Washoe County and COR, acquire or provide all easements necessary for construction, operation, maintenance, repair, and replacement the Improvements.

4.5. *Fees.* TMWA will not be responsible for any fees for permit, street cut, document review, inspection, and similar fees for construction of the Improvements.

4.6. *Construction Permits.* COR agrees to procure, or cause Contractor to procure, all required construction permits such as surface disturbance and storm water construction discharge permits at no cost to TMWA.

4.7. *Submission and Payment of Invoices.* COR agrees to be responsible for direct payment of invoices to Contractor.

4.8. *Construction Status Meetings.* COR agrees to convene periodic construction status meetings with the responsible persons designated by Washoe County and TMWA, at least bi-weekly during project construction.

4.9. *Inspections.* During construction, COR and Washoe County shall each perform inspections of Improvements within their respective jurisdiction and TMWA shall have the right to inspect Improvements and to request modifications. COR shall perform the final inspection of the Improvements in their jurisdiction and Washoe County shall perform the final inspection of the Improvements in their jurisdiction.

4.10. *Ownership of Improvements.* The completed Improvements will be owned by either COR or Washoe County, dependent upon the Party in whose jurisdiction the Improvement is located.

## ARTICLE V OPERATION AND MAINTENANCE

5.1. *Maintenance.* Following completion of the Improvements, COR and Washoe County agree to assume responsibility for the maintenance and repair of Improvements within their respective jurisdictions.

5.2. *Discharge Permits.* COR and Washoe County will be responsible for application for and maintenance of any discharge permits necessary for the operation of the Improvements, including without limitation, any required permits for the outfalls to the Truckee River and for detention basins.

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ARTICLE VI  
MUTUAL INDEMNITIES AND LIMITATIONS

6.1. To the fullest extent permitted by law, each Party shall indemnify, hold harmless and defend the other Parties from and against any and all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising in whole or in part out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents, related to this Agreement, excepting any liability arising out of the negligence or willful acts or omissions of the indemnified Parties.

6.2. Notwithstanding the foregoing, no Party waives available NRS Chapter 41 liability limitations and other liability limitations available at law in all cases.

6.3. No Party shall assume any liability or the direct payment of any salary, wages, or other compensation to any other of the Parties' personnel performing services hereunder or for any other liability not expressly assumed herein.

ARTICLE VII  
MISCELLANEOUS PROVISIONS

7.1. *Further Assurances.* The parties shall execute and deliver such further documents, agreements, instruments and notices and shall take such other actions as may be necessary or appropriate to effectuate the intent and purpose of this Agreement.

7.2. *Assignment; Binding Effect.* This Agreement shall not be assigned without the written approval of the governing boards of the Parties.

7.3. *Waiver.* The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

7.4. *Entire Agreement; Modification.* This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. This Agreement may not be amended, nor may any of the terms, covenants, representations, warranties or conditions hereof be waived, except by a written instrument executed by the Party against which such amendment is to be charged.

7.5. *Governing Law.* This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.

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7.6. *Headings.* The headings which appear at the commencement of each section are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the section itself, the section itself and not the heading shall control as to construction.

7.7. *Force Majeure.* No Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, third party or governmental challenges or lawsuits, government regulations, refusal or delay by a governmental entity to issue any needed permit, strikes, work stoppages, labor unrest, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

7.8. *Retention of Records.* Except as provided herein, all records pertaining to work carried out under this Agreement shall be retained pursuant to COR and Washoe County's record retention policies and in accordance with the Nevada Public Records Act, NRS 239.010, et. seq. All such material shall be available to the other party and their respective auditors at any reasonable time and upon reasonable notice for purposes of auditing, inspecting and copying.

7.9. *Survival.* The representations, warranties, indemnities and waivers set forth in this Agreement, and provisions relating to payments and record retention, shall survive the termination, for any reason whatsoever, of the Agreement.

7.10. *No Third-Party Rights.* The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries.

7.11. *Legal Relations.* No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.

7.12. *Severability.* If any section, paragraph, sentence or clause of this Agreement or any Work Order executed pursuant hereto is declared by a court of competent jurisdiction to be unenforceable or void by reason of public policy or otherwise, then the remaining provisions of such agreement shall nonetheless remain in force to the fullest extent permitted by law.

7.13. *Dispute Resolution.* The parties hereby acknowledge and agree that this Agreement shall be governed, construed and enforced under the laws of the State of Nevada. The parties hereby consent to exclusive venue in Washoe County, Nevada. Any dispute under this Agreement shall be submitted first to mutually agreeable informal dispute resolution before instituting any legal Action.

Should either party hereto institute a legal action or dispute resolution proceeding of any kind to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, neither party shall be entitled to recover any amount as a reasonable attorney's

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fee, for any reason, even if said party is deemed to be the prevailing party in such action or proceeding. Costs of suit may be awarded as allowed by law.

7.14. *Notices.* All notices, invoices, and payments required to be delivered pursuant to the Agreement shall be delivered to the persons and addresses set forth in Exhibit B.

IN WITNESS WHEREOF, the parties hereto have duly executed this Interlocal Agreement as of the below.

CITY OF RENO

*Hillary Schieve*  
Hillary Schieve, Mayor

ATTEST:

*Belle*  
Reno City Clerk



Approved as to Form:

*Susan Ball Rothe*  
Susan Ball Rothe  
Deputy City Attorney

Date: 9-9-15

TRUCKEE MEADOWS WATER AUTHORITY

*Alvin R. Martin*  
Chairman, Board of Trustees

Date: 09/14/15

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WASHOE COUNTY:

By: *Marsha Berkgigler*  
Marsha Berkgigler, Chair  
Washoe County Commission

Date 9/22/15



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

Date 9/22/15

Exhibit "A"

HIGHLAND CANAL STORM DRAIN PROJECT FUNDING

<u>PROJECT FUNDING SOURCE</u>	<u>PROJECT FUNDING</u>	<u>TMWA CONSTRUCTION COST ESTIMATE</u>
TRUCKEE RIVER FUND GRANT <i>(approved July 2013)</i>	\$400,000	<u>\$2,045,632</u> <i>(TMWA 100% cost estimate \$1,778,810 plus 15% force account)</i>
NORTHERN NEVADA WATER PLANNING COMMISSION FUND GRANT <i>(approved March 2014)</i>	\$250,000	
TRUCKEE RIVER FUND GRANT <i>(approved September 2014)</i>	\$329,000	
<u>SUB-TOTAL APPROVED PROJECT GRANT FUNDING</u>	<u>\$979,000</u>	
<u>PROJECTED TMWA FUNDING</u> <i>(difference between TMWA construction cost estimate &amp; approved grant funding)</i>	<u>\$1,066,632</u>	

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**Exhibit "B"**

**HIGHLAND CANAL STORM DRAIN**  
**DISTRIBUTION LIST FOR PROJECT NOTICES AND INVOICES**

<b>NAME/AGENCY</b>	<b>Address</b>	<b>Phone/E-mail</b>
<i>Juan Esparza, P.E. Truckee Meadows Water Authority</i>	<i>1355 Capital Blvd. Reno, NV 89502</i>	<i>(775) 834-8041/ jesparza@tmwa.net</i>
<i>Glen Daily, P.E. City Of Reno Public Works Dept.</i>	<i>P.O. Box 1900 Reno, NV 89505</i>	<i>(775) 334-2206/ dailyg@reno.gov</i>
<i>Walter West, P.E. Washoe County Community Services Dept., Engineering and Capital Projects Division</i>	<i>1001 E. Ninth St., Bldg. A Reno, NV 89520</i>	<i>(775) 328-2310/ wwest@washoecounty.us</i>

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