

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

TUESDAY

10:00 A.M.

JANUARY 12, 2016

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:

**16-0003      AGENDA ITEM 3 Public Comment.**

Dennis Diullo spoke regarding his concerns about the Department of Alternative Sentencing (DAS). He stated he had an employee who was under the supervision of the DAS and who was ordered to test in Reno one to two times a week as well as once a week in Incline Village. He indicated his employee had requested to be tested in Incline Village and to be allowed to report to the DAS in Reno via telephone, but his request was denied. He said it was so difficult on his employee to abide by the court order for testing that he quit his job and opted to spend 51 days in the County Jail to forgo his probation. He stated the County had done an injustice to the residents of Incline Village by not utilizing the resources offered there.

Barry O'Dea spoke against a proposed animal ordinance. He stated no one had the right to enter the back room of his business because it would disrupt the animals he cared for. He did not agree that changes needed to occur.

Sam Dehne spoke regarding the media and Donald Trump. He also stated he was in favor of Agenda Item 17.

Rick Snow stated he had attempted for two years to get the property at 275 Magnolia Drive in Lemmon Valley cleaned up after it burned. He said every day for the past two years he had to contend with the mess and smell. He asked the Board to get involved and he wanted someone to contact him via telephone.

Katherine Snedigar spoke about Commissioner's oaths, fiduciary responsibility, cargo containers, and fire departments.

Cliff Low said that Mike Green, former Chief of the Sierra Fire Protection District, passed away Friday night. He noted Chief Green was a selfless person and would be greatly missed. He asked for a moment of silence.

Ardena Perry spoke about the welfare aspect of the proposed ordinance which stated animals must be kept in an isolated room or area for 72-hours prior to being released to a purchaser. She said that requirement would be devastating to a business. She also noted a room and an area were two very different things.

**16-0004**      **AGENDA ITEM 4** Election of Chair of the Washoe County Board of Commissioners.

Commissioner Lucey nominated Commissioner Jung as Chair. Chair Berkbigler seconded the nomination.

On the call for public comment, Sam Dehne spoke regarding the election of the Chair and thought he should be the Chair-elect.

On motion by Commissioner Lucey, seconded by Chair Berkbigler, which motion duly carried, it was ordered that Kitty Jung be elected as the Chair of the Board of County Commissioners.

Chair Jung assumed the gavel.

**16-0005**      **AGENDA ITEM 5** Election of Vice Chair of the Washoe County Board of Commissioners.

Commissioner Berkbigler nominated Commissioner Lucey as Vice Chair. Commissioner Hartung seconded the nomination.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Bob Lucey be elected as the Vice Chair of the Board of County Commissioners.

**16-0006**      **AGENDA ITEM 6** Fix the term of office of the Chair and Vice Chair of the Board.

Commissioner Berkbigler said currently the term for Chair and Vice Chair was one year and she suggested the term remain one year.

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 the terms for the Chair and the Vice Chair of the Board remain as one year terms.

**16-0007**      **AGENDA ITEM 7** Announcements/Reports.

Commissioner Herman thanked her constituents for the Christmas cards and gifts. She indicated she had been trying to get the Community Advisory Boards (CABs) back in her district for some time and had been told she could use discretionary funds to accomplish that. She provided a handout depicting the size of her district, which was placed on file with the Clerk.

Commissioner Hartung thanked Cliff Low for mentioning the passing of former Sierra Fire Protection District Chief Green. He stated Chief Green was a great man and would be missed. He hoped the Board would be able to attend his memorial. He brought up the issue that Dennis Diullo spoke about during public comment regarding the testing in Incline Village. He stated the testing standards might not be the same in Incline Village as it was in Reno and there could be a cost issue, but he would like to know why the request was denied. He questioned when staff was going to bring the cargo container issue back to the Board for review. He stated wastewater and effluent were issues and he wanted the Truckee Meadows Water Authority (TMWA) to be the agent for effluent. He said Western Regional Water was doing groundwater testing for nitrates and other contaminants for the areas that had septic tanks. He asked staff for an update about the septic tank to sewer conversion in Spanish Springs. He stated there were still more than 2,000 homes that needed to be converted to sewer.

Commissioner Berkbigler thanked Mr. Diullo for bringing up the testing issue and asked staff to report on this issue. She had concerns about Rick Snow's issue in Lemmon Valley and she asked staff to report regarding the status of the property and contact Mr. Snow to advise him of the progress. She thanked Mr. Low for the news about Chief Green.

Commissioner Lucey concurred that the cargo container issue needed to be resolved. He wanted an update on current projects related to bringing the Center for Court Innovations into the community with Judge Scott Pearson. He sent his condolences to the family of Chief Green and noted that he would be missed.

Chair Jung added to Commissioner Hartung's request to expand the update regarding the conversion of septic tanks to sewer for the entire County and wanted a plan of action. She asked staff, in regards to the cargo container issue, to compile a frequently asked questions (FAQs) list for residential and commercial issues and solutions. She indicated there were many misconceptions regarding the cargo containers that needed to be clarified. She asked for more than 2 hours of staff time to work on the issue of Food Deserts. She indicated there was a collaborative effort to incentivize local stores to be placed in neighborhoods that were deserts for food. She explained food deserts were areas where people who did not have public transportation had to rely on

fast food and convenience markets that did not carry fresh fruits or vegetables. She stated Judge Pearson had been named politician of the year and she wanted to do something to honor him. She expressed the loss she felt for Chief Green. She stated Arrowcreek Fire Station would not be standing if not for Chief Green.

Commissioner Lucey stated food and hunger needed to be a priority. He said the Food Bank of Northern Nevada did a great job feeding the community, but they could not provide enough food to eliminate hunger entirely.

### **CONSENT ITEMS 8A THROUGH 8I**

- 16-0008**      **8A** Accept funding for reimbursement [\$15,972.87, no County match required] from the Office of Criminal Justice Assistance through the Sparks Police Department for reimbursement of overtime costs associated with the Regional Gang Task Force activities involving the Adam Walsh Compliance project. Grant period is retroactive from 10/15/14 - 9/3/15; and authorize Comptroller's Office to make the appropriate budget adjustments. Sheriff. (All Commission Districts.)
- 16-0009**      **8B** Acknowledge a Specialty Court General Fund Allocation from the Judicial Council of the State of Nevada to the Reno Justice Court [\$116,815.00 for FY16, no match required], paid in quarterly installments retroactive to November 1, 2015; and direct the Comptroller to make the appropriate budget adjustments. Reno Justice Court. (All Commission Districts.)
- 16-0010**      **8C1** Approve amendments totaling an [increase of \$118,085 in both revenue and expense] to the FY16 the Public Health Preparedness Program, Preparedness, Assurance, Inspections, Statistics (PAIS), IO 11286; and if approved direct the Comptroller's office to make the appropriate budget adjustments. (All Commission Districts.)
- 16-0011**      **8C2** Approve amendments totaling an [increase of \$2,815 in both revenue and expense] to the FY16 CDC ELC Grant Program, IO 10984; and if approved direct the Comptroller's office to make the appropriate budget adjustments. (All Commission Districts.)
- 16-0012**      **8C3** Approve amendments totaling an [increase of \$53,140 in both revenue and expense] to the FY 16 CDC Public Health Preparedness – FY16 Carryover, IO 11294; and if approved direct the Comptroller's office to make the appropriate budget adjustments. (All Commission Districts.)
- 16-0013**      **8C4** Approve amendments totaling an [increase of \$2,273 in both revenue and expense] to the Retail Program Standards Grant, IO 11293; and if

approved direct the Comptroller's office to make the appropriate budget adjustments. (All Commission Districts.)

- 16-0014** **8C5** Approve amendments totaling an [increase of \$24,005 in both revenue and expense] to the FY 16 ASPR Public Health Preparedness – Carryover Federal Grant Program, IO 11292; and if approved direct the Comptroller's office to make the appropriate budget adjustments. (All Commission Districts.)
- 16-0015** **8C6** Approve amendments totaling an [increase of \$15,000 in both revenue and expense] to the FY16 NACCHO – Accreditation Support Initiative Program, IO 11291; and if approved direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)
- 16-0016** **8D1** Approve a Correction Quitclaim Deed to correct the legal description on Quitclaim Deed Document #4430553, recorded on January 29, 2015 (APN 007-111-12, a 1,200 square foot sliver parcel located at 0 Codel Way) and all other matters properly related thereto. (Commission District 3.)
- 16-0017** **8D2** Approve a Big Ditch Use and Maintenance Agreement between Washoe County and Big Ditch Company, retroactive to December 1, 2015 and through June 30, 2021; [approximate annual cost \$3,579.60] for operation and maintenance associated with stormwater conveyance into Big Ditch. (Commission District 2.)
- 16-0018** **8D3** Approve a First Amendment to Interlocal Agreement between Washoe County and the Western Regional Water Commission retroactive to July 1, 2015, for the continuation of Septic Nitrate Study and Risk Assessment Phase II through June 30, 2016. (All Commission Districts.)
- 16-0019** **8D4** Approve an Employee Residence Agreement between Washoe County and Darren Evans (Washoe County Sheriff's Office Deputy) effective January 25, 2016, to allow occupancy within the County owned residence located at 330A Sunset Boulevard, Gerlach, Nevada. (Commission District 5.)
- 16-0020** **8D5** Approve a License Agreement between Washoe County and Truckee Meadows Water Authority for the Western Skies Emergency Management Flood Preparedness Storage Container. (All Commission Districts.)
- 16-0021** **8D6** Approve a Merger and Resubdivision Parcel Map (APNs 008-161-12 through 20, 39, 40 and 008-162-14 through 19, 9, 10), combining parcels owned by Washoe County for the future site of the Washoe County Medical Examiner Facility. (Commission District 3.)

- 16-0022** **8D7** Adopt a Resolution to donate one (1) surplus 40 KW, 277/480 Volt Model DGBC3381155, Serial Number K990017717 emergency generator from Washoe County to the Washoe County School District in accordance with NRS 244.15052(a); and providing other matters properly related thereto. (All Commission Districts.)
- 16-0023** **8D8** Approve a Resolution to Adopt Financial Policies for the Washoe County Community Services Department Utilities. (All Commission Districts.)
- 16-0024** **8E1** Acknowledge receipt of the Washoe County Law Library Annual Report 2015. (All Commission Districts.)
- 16-0025** **8E2** Reappoint one attorney member and reappoint one non-attorney member to the Law Library Board of Trustees. It is recommended that Clayton Brust serve as an attorney member for a two-year term expiring on January 31, 2018, and Teresa Mentzer serve as a non-attorney member for a two-year term expiring January 31, 2018. Candidates will satisfy the attorney position and non-attorney position required for the Law Library Board of Trustees. (All Commission Districts.)
- 16-0026** **8F1** Authorize the Director of Social Services to accept the Sixth Amendment of the Child Welfare Initiative Agreement with Casey Family Programs in the amount of [\$45,000 no match required] retroactive to January 1, 2016 through December 31, 2016. (All Commission Districts.)
- 16-0027** **8F2** Accept a Sub-grant Award from the State of Nevada Division of Child and Family Services in the amount of [\$17,254.00 no County match required] to support, enhance and expand the mission of the Child Advocacy Center; retroactive to November 1, 2015 through June 30, 2016. Approve \$1,000 for Non-County Employee Travel and authorized the Department to execute the Sub-Grant Award and direct the Comptroller's Office to make the necessary budget adjustments. (All Commission Districts.)
- 16-0028** **8F3** Accept a Subgrant Award from the State of Nevada Department of Health and Human Services Division of Public & Behavioral Health retroactive to October 1, 2015 through September 30, 2016 for [\$150,000.00 no County match required] supporting the position and activities of a Behavioral Health Program Coordinator. Authorize the Department to execute the Subgrant Award and direct the Comptroller's Office to make the necessary budget adjustments. Social Services. (All Commission Districts.)
- 16-0029** **8G1** Approve a request for reclassification of a Senior Youth Advisor, pay grade L, to a Shift Supervisor, pay grade N (Juvenile Services) as

evaluated by the Job Evaluation Committee. [Net annual cost is estimated at \$9,666]. (All Commission Districts.)

**16-0030** **8G2** Approve revision of the Washoe County Self-Funded Group Health Insurance Plans plan document effective retroactive to January 1, 2016 to remove exclusions for therapy as it relates to members diagnosed as transsexual or with gender dysphoria; and authorize Director of Human Resources/Labor Relations to execute same. (All Commission Districts.)

**16-0031** **8H1** Approve a policy directing staff to request quarterly reimbursement of the Health Benefits Fund's full cost of retiree health benefits from the Washoe County, Nevada OPEB Trust Fund. (All Commission Districts.)

**16-0032** **8H2** Confirm appointment of Cathy Hill as County Comptroller effective January 4, 2016 and set starting annual salary at [\$118,019.20.] (All Commission Districts.)

**16-0033** **8I** Approve the expenditure to replace the three (3) Harris Daily Wells Symphony Dispatch Radio Consoles currently in use at the Sparks Police Department Public Safety Answering Point (PSAP) dispatch center at a cost not to exceed [\$139,103.51. ]Technology Services. - The 911 Emergency Response Advisory Committee. (All Commission Districts.)

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

On motion by Commissioner Berkgigler, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Consent Agenda Items 8A through 8I be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 8A through 8I are attached hereto and made a part of the minutes thereof.

**BLOCK VOTE (10, 11 and 12).**

**16-0034** **AGENDA ITEM 10** Recommendation to approve the settlement of the claim by Paul Longshore against Washoe County et al., for a total sum of [\$200,000] for all claims against all defendants. Comptroller. (All Commission Districts.)

There was no public comment on this item.

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

**16-0035** **AGENDA ITEM 11** Recommendation to accept a Sub-grant Award from the State of Nevada Division of Child and Family Services (DCFS) in the amount of [\$175,500.00 no County match required], retroactive to October

1, 2015 through September 30, 2016, to assist the Department of Social Services with the Adoption Incentive program. 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.)

There was no public comment on this item.

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

**16-0036**      **AGENDA ITEM 12** Recommendation to approve amendments totaling an [ increase of \$226,903 in both revenue and expense ] to the FY16 CDC PAIS – Ebola Preparedness & Response Federal Grant Program, IO 11257; and if approved direct the Comptroller's office to make the appropriate budget adjustments. Health District. (All Commission Districts.)

There was no public comment on this item.

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

**16-0037**      **AGENDA ITEM 9** Department Presentation – Public Defender, Alternate Public Defender, and conflict counsel highlighting services and operations.

Kevin Schiller, Assistant County Manager, conducted a PowerPoint presentation regarding an overview of the Indigent Defense System. He reviewed the areas of legal representation, history, structure, contract history, cost trends and budget. He reviewed the proposed changes, which included adding one staff member and aligning cases to the Alternate Public Defender's Office from the Public Defender's Office.

Jennifer Lunt, Alternate Public Defender, reviewed the Alternative Public Defenders Office portion of the presentation, which included the mission, history, structure, budget and statistics. She noted that prior to 2007, there was one man who handled all the conflict cases in the County and he was paid \$1 million annually. She said any money that was not spent on Indigent Defense was his salary. She stated in 2007 the Board decided that was not the best practice, which lead to the creation of the Alternate Public Defenders Office. She said Family Court cases were fast growing in the Alternate Public Defenders Office. She noted they represented parents whose children had been removed by Social Services and helped to reunify them. She stated there was a typographical error on slide number 14, the number of cases from July through December of 2015 that were sent to Conflict was 126. She expected the total number of cases sent to

Conflict for this year would be less than 300. She reviewed the slides, which depicted the proposed changes, the strategic plan and feedback from staff. She noted one of the goals for the year was to review the risk assessment at 350 South Center Street and create a safe environment for staff located in that building.

Jim Leslie, Deputy Public Defender, reviewed the slides, which depicted the mission statement, structure and the services provided. He highlighted that the Public Defender's Office handled specialty cases including Opioid Court, Young Offenders Court and DUI Court at the felony and misdemeanor levels. He noted risk assessment analyses were being conducted on inmates to determine the likelihood that citizens would appear at their court appearances. He said the more they utilized the risk assessment analyses and moved away from cash bail, the more they could integrate people back into their families, their jobs, and the community.

Jeremy Bosler, Public Defender, reviewed the remainder of the PowerPoint presentation. He stated having 24 open murder cases in the office at one time was unimaginable. He said with this workload, the budget for investigators and expert witnesses would not begin to be enough. He indicated there were interns from many colleges who were brought in to train in his department. He noted they were working with the University of Nevada Reno (UNR) to increase the amount of criminal justice majors.

In response to Chair Jung's question regarding the differences between Public Defenders, Alternate Public Defenders and Conflict Counsel, Ms. Lunt explained that every case started in the Public Defender's Office. She stated if there were multiple defendants or a legal conflict, a case was sent to the Alternate Public Defender's Office. She stated if there was a continued conflict, the case would be sent to Conflict Counsel or divided between the three departments when there were multiple defendants.

Chair Jung asked whether it was considered to establish a Master of Social Work for Forensics program in the area. She wondered if the Regents at UNR had been approached about offering the program.

Mr. Bosler stated the Department of Social Services, indicated there was not any money in the budget for the program. He said Social Services was going to reach out to the Regents at UNR for a possible partnership. He stated if the Board would approve the direction, staff could research the possibility.

Chair Jung wanted staff to research the possibility of having the program brought to the County and how the County could help with the funding. She stated the mental health cases recommended ratio was one attorney per 200 cases but the County was pushing close to 700 cases per attorney. She asked when it would be considered a legal issue that citizens were not being provided with competent counsel.

Mr. Bosler replied the right to competent effective assistance was considered only in criminal cases and it was different with involuntary commitment cases.

**11:42 a.m.** Commissioner Berkgigler left the meeting.

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

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, with Commissioner Berkgigler absent, it was ordered that Agenda Item 9 be acknowledged.

**11:45 a.m.** Commissioner Berkgigler returned to the meeting.

**16-0038** **AGENDA ITEM 13** Introduction and first reading of an ordinance amending Washoe County Code Chapter 55 by creating provisions regulating commercial animal establishments (through an animal welfare permit); by adding related definitions; and by making changes to the definition of “County” and all other matters properly relating thereto; and, if supported, set the public hearing for second reading and possible adoption of the ordinance on January 26, 2016. Animal Services. (All Commission Districts.)

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

Nancy Parent, County Clerk, read the title for Bill No. 1756.

Commissioner Lucey stated he would abstain from the item discussion and vote due to a business interest conflict.

**11:45 a.m.** Commissioner Lucey left the meeting.

Bobby Smith, Animal Services Manager, stated this ordinance was sent back to staff to revisit specific policies regarding the care and keeping of animals. He said they chose to adopt the policies and procedures from the American Veterinary Medical Association (AVMA) Policies and he had reviewed each line with the District Attorney to ensure clarity. He said there were small adjustments made to the language for clear understanding. He noted that section five was moved to section six, which was specific to commercial animal establishments. He stated the definitions of an operator, a retailer and a dealer had been added and these were top priority issues.

On the call for public comment, Ardena Perry spoke regarding the AVMA Policies and said that State Veterinarian informed her that the Veterinary Association had no power over non-medical treatment issues. She also spoke about the difference between

adopting a cat from the Humane Society and purchasing a cat from a pet store. She provided a handout, which was placed on file with the Clerk.

Michael Schneider, owner of Puppies Plus, wondered why the AVMA guidelines for commercial animal establishments did not include the Society for the Prevention of Cruelty to Animals (SPCA) and the Humane Society. He thought the ordinance would cripple his business.

Cathy Brandhorst spoke about matters of concern to herself.

Commissioner Berkbigler asked Mr. Smith how the ordinance would affect a commercial animal establishment. She stated she was unclear about the oath that was in the AVMA policies and if it applied to business owners who were not veterinarians.

Mr. Smith replied that they were asked to come back to the Board with a base standard for animal welfare. He said the AVMA set the standards for the base care of animals and that no one was expected to take an oath or to be a veterinarian.

Commissioner Berkbigler spoke to Mr. Schneider stating it was not her intention to harm his business in any way. She asked him to explain what it was in the Ordinance that he thought would cripple his business.

Mr. Schneider replied that the Code was already strenuous enough and it did not need to be enhanced. He thought it was unconstitutional that animal control officers could enter his establishment and review his health records without cause.

Commissioner Berkbigler said she knew it had been some time since the animal codes were updated and she appreciated the clarification of language, which was included in the proposed policy. She did not think the 72-hour hold was a concern but she thought it would improve the protection of animals.

Commissioner Herman said there was one puppy store in town and she thought the Ordinance was written for that one store.

Commissioner Hartung asked if there was clarity in the most recent language that was added to the policy. Mr. Smith replied the County did not want to be open to ambiguity. He said the intent was to look at specific documents and come up with welfare standards.

Commissioner Hartung said the last presentation was sent back for language clarification and for specific standards based on species. He said the language in the previous version stated that a horse needed to be in a pen with concrete floors. He wondered whether the care of individual species had been specifically addressed.

Mr. Smith replied the policy did not specify species of animal, but stated how animals should be cared for according to the type of animal.

Commissioner Hartung asked if the Humane Society followed the same principles. He also wondered whether an isolation room or area was required to hold an animal for 72-hours.

Mr. Smith stated the Humane Society followed the guidelines of sheltering, which were the same guidelines that the County followed. He clarified that isolation could be done in a room or an area because they were both acceptable and would protect other animals in the general population.

Commissioner Herman stated she would like more information before the proposal moved forward. She thought the 72-hour hold would cause undue stress to animals.

Mr. Smith indicated there was a 300-page report included with the staff report that clearly stated the proposed changes. He noted that the 72-hour hold would be utilized to determine whether an animal had contracted an illness during transportation and if so, the animal could be treated prior to being sold. He stated an animal could be displayed during the 72-hour hold.

There being no further response, the Chair closed the hearing.

Bill No. 1756 was introduced by Commissioner Berkbigler, and legal notice for the final action of adoption was directed.

**12:23 p.m.** The Board recessed.

**12:28 p.m.** The Board reconvened with all members present.

**16-0039** **AGENDA ITEM 17** Adopt the South Valleys Regional Park Master Plan Update. (Commission District 2.)

Dave Solaro, Community Services Director, reviewed the staff report and the conducted a brief presentation about the South Valleys Regional Park Master Plan.

Commissioner Hartung stated this would be great for the community.

Commissioner Lucey commended Mr. Solaro and his staff for the work that had been done on this project. He said as the community grew, the park would be heavily used and significant to the area.

On the call for public comment, Joel Grace thanked the County for the new park and said he was excited about the ice rink.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 17 be adopted.

**16-0040**      **AGENDA ITEM 18** Approve the Mount Rose Scenic Byway Corridor Management Plan and the Washoe Valley Scenic Byway Corridor Management Plan. (Commission Districts 1 & 2.)

Dave Solaro, Community Services Director, reviewed the staff report, the Mount Rose Scenic Byway Corridor Management Plan and the Washoe Valley Scenic Byway Corridor Management Plan.

Commissioner Berkgigler thanked Mr. Solaro and said this was a great project.

There was no public comment on this item.

On motion by Commissioner Berkgigler, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 18 be approved.

**16-0041**      **AGENDA ITEM 22** 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.

**12:37 p.m.**      On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, 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.

**2:01 p.m.**      The Board reconvened with all members present.

**Public Hearings**

**16-0042**      **AGENDA ITEM 19** Second reading and possible action to adopt an ordinance repealing the existing storm water discharge Ordinance 1223 (2003) and replacing it by amending the Washoe County Code at Chapter 110 (Development Code) to create Article 421, Storm Water Discharge Program, in order to update, codify and provide best management practices relating to the storm water discharge program and the National Pollutant Discharge Elimination System (NPDES) permit issued to Washoe County, and other matters necessarily connected therewith and pertaining thereto (Bill No. 1755). Community Services. (All Commission Districts.)

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.

Nancy Parent, County Clerk, read the title for Ordinance No. 1572, Bill No. 1755.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried, Chair Jung ordered that Ordinance No.1572, Bill No. 1755, be adopted, approved and published in accordance with NRS 244.100. It was moved to affirm the four findings of fact of the Washoe County Planning Commission made on November 13, 2015 as recorded with Resolution 15-23 and as attached to the staff report for this item.

**16-0043**      **AGENDA ITEM 20** Hearing, discussion and possible action to approve the continuation of the existing (1) Environmental Control Permit and monitoring fees and (2) administrative service fee and inspection fees for inspection of storm water quality controls for the Storm Water Discharge Program, as authorized in WCC Article 421 (110.421.60(d) and 110.421.65(e)); and, if approved, authorize the Chair to sign a Resolution (1) adopting the fee schedules of the Cities of Reno and Sparks as the county's Environmental Control Permit and monitoring fees, (2) deeming the county's Environmental Control Permit and monitoring fees satisfied by the payment of any such fees to the cities, and (3) further adopting the county's administrative service fee and inspection fees for the inspection of storm water quality controls in the form of a Master Storm Water Inspection Fee Schedule with an effective date of January 22, 2016, to be included as required in the Development Code Master Fee Schedule. Community Services. (All Commission Districts.)

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

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 20 be approved and authorized. The Resolution for same is attached hereto and made a part of the minutes thereof.

**16-0044**      **AGENDA ITEM 21** Master Plan Amendment Case No. MPA15-005 and Regulatory Zone Amendment Case No. RZA15-008 – Hearing, discussion, and possible action to approve (1) an amendment to Southwest Truckee Meadows Area Master Plan Category on four parcels of land totaling approximately 155 acres from a mix of Rural (R) (139.92 acres) and Suburban Residential (SR) (15.07 acres) to 69.60 acres of Rural (R), 59.20 acres of Rural Residential (RR) and 26.1 acres of Suburban Residential (SR) on the subject parcels (APN: 041-671-01, 041-0650-02,

041-662-12 & 41-650-03); and (2) an amendment to the Southwest Regulatory Zone Map, changing the Regulatory Zone on four parcels of land totaling approximately 155 acres from a mix of General Rural (GR) (139.92 acres) and Low Density Suburban (LDS) (15.07 acres) to 69.60 acres of General Rural (GR), 59.20 acres of High Density Rural (HDR) and 26.1 acres of Low Density Suburban (LDS) subject to the adoption of Master Plan Amendment Case No. MPA15-005. To reflect changes requested within this application and to maintain currency of general area plan data, administrative changes to the Southwest Truckee Meadows Area Plan are proposed. These administrative changes include a revised map series with updated parcel base and updated applicable text, and other matters properly relating thereto without prejudice to the final dispensation of the proposed amendments. The applicant is The Ridges at Hunter Creek, LLC and Ridges Development Inc. and the property is located South of Woodchuck Circle and Hunters Peak Road and West of Hawken Drive; Section 19 & 30, T19N, R19E, MDM. The property is within the Truckee Meadows Service Area and within the West Truckee Meadows Citizen Advisory Board Boundary. The Development Code sections applicable to this amendment are Article 820, Amendment of Master Plan and Article 821, Amendment of Regulatory Zone. And if approved, authorize the Chair to sign the resolutions to adopt the amendments to the Southwest Truckee Meadows Area Plan and the Southwest Regulatory Zone Map after a determination of conformance with the Truckee Meadows Regional Plan by the Truckee Meadows Regional Planning Commission. Community Services. (Commission District 1.)

Bill Whitney, Director of Planning and Development, presented a handout from Fire Chief Charles Moore, Truckee Meadow Fire Protection District, which was placed on file with the Clerk.

In response to Chair Jung's question about whether the development would be on septic tanks, Trevor Lloyd, Senior Planner, replied that this development would be on the County's sewer system. He stated the Truckee Meadows Water Authority (TMWA) would provide water service and NV Energy would provide natural gas service.

Chair Jung questioned why the applicant would not annex the property into the City of Reno.

Melissa Lindell, Wood Rodgers, Inc. stated the property did not physically touch any property in Reno, therefore, could it not be annexed into the City.

Commissioner Berkbigler stated this was in her district and she had not had any complaints regarding the change. She said there were concerns about fire services, but it was agreed that the area would be serviced by automatic aid.

On the call for public comment, Scott Gilles expressed the concerns of Reno Fire Chief Cochran regarding the project and the increased density to areas that were covered by Reno's Fire Department, even though it was located in unincorporated Washoe County.

Commissioner Lucey stated automatic aid was developed so the closest fire engine would respond. He said there would be times when the City of Reno would be closer, but the intent of automatic aid was to ensure life support for everyone. He thought the impact on the Reno Fire Department would not be as significant as previously thought.

Commissioner Berkbigler suggested that for future developments a fire analysis be completed.

Chair Jung concurred and stated schools should be included in the analysis.

On motion by Commissioner Berkbigler, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 21 be approved and authorized. The Resolution for same is attached hereto and made a part of the minutes thereof.

**16-0045**      **AGENDA ITEM 14** Discussion and possible action with regard to amendments to the 2015 Washoe County Board of Commissioners Rules and Procedures, and such other action as the Board of Commissioners may desire to take in regard to these administrative matters. Manager. (All Commission Districts.)

Chair Jung requested this item to be tabled until the Board of County Commissioner's Retreat.

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

**16-0046**      **AGENDA ITEM 15** Discussion and possible action with regard to appointment and/or reappointment of Commissioners to boards and commissions, alteration of terms of service on boards and commissions where legally permissible, and such other action as the Board of Commissioners may desire to take in regard to these administrative matters. Manager. (All Commission Districts.)

John Slaughter, County Manager, read the current appointments and the Board made changes to the reappointments.

The appointments are as follows:

<b>Board/Commission</b>	<b>Commissioners</b>
Community Assistance Center Transitional Governing Board	Commissioner Jung
Criminal Justice Advisory Committee	Chair Jung – Primary and Commissioner Lucey – Alternate
Debt Management Commission	Commissioner Lucey
District Board of Health	Commissioner Jung
Economic Development Authority of Western Nevada (EDAWN)	Commissioner Berkbigler – Primary and Commissioner Lucey – Alternate
Internal Audit Committee	Chair Jung
Investment Committee	Chair Jung and Commissioner Hartung
Legislative Liaison	Commissioner Berkbigler
Library Board of Trustees	Chair Jung
Medical Marijuana Working Group	Chair Jung
Nevada Association of Counties (NACo) Board of Directors	Commissioner Herman and Commissioner Lucey
Nevada Commission for the Reconstruction of the V&T Railway	Commissioner Herman – Primary and Commissioner Lucey – Alternate
Nevada Land Transfer Task Force	Commissioner Hartung
Nevada Tahoe Regional Planning Agency	Commissioner Berkbigler – Primary and Commissioner Lucey – Alternate
Nevada Works	Commissioner Herman – Primary and Chair Jung – Alternate
Open Space and Regional Parks Commission	Commissioner Herman
Organizational Effectiveness Committee	Commissioner Berkbigler
Oversight Panel – WCSD	Commissioner Herman and Commissioner Lucey
Public Schools Overcrowding and Repair Needs Committee	Commissioner Berkbigler
Regional Transportation Commission (RTC)	Commissioner Berkbigler and Commissioner Lucey
Reno-Sparks Convention and Visitors Authority (RSCVA)	Commissioner Lucey
Senior Services Advisory Board Liaison	Commissioner Herman – Primary and Commissioner Hartung – Alternate
Smarter Region Economic Development Vision Subcommittee	Commissioner Lucey – Primary and Commissioner Berkbigler – Alternate
State Land Use Planning Advisory Council	Commissioner Herman

<b>Board/Commission</b>	<b>Commissioners</b>
(SLUPAC)	
Tahoe Prosperity Center Board of Directors	Commissioner Berkgigler
Tahoe Regional Planning Agency	Commissioner Berkgigler – Primary and Commissioner Lucey – Alternate
Tahoe Regional Planning Agency Governing Board	Commissioner Berkgigler – Primary and Commissioner Lucey - Alternate
Nevada Tahoe Regional Planning Agency	Chair Berkgigler
Tahoe Transportation District Board of Directors	Chair Berkgigler – Primary and Commissioner Lucey – Alternate
Tahoe Transportation Commission	Commissioner Berkgigler – Primary and Commissioner Lucey - Alternate
Truckee Meadows Water Authority Board	Commissioners Herman and Hartung – Primary and Commissioner Berkgigler, Commissioner Lucey, and Chair Jung– Alternate
Truckee River Flood Management Authority	Commissioner Lucey and Commissioner Hartung
Vya Conservation District	Commissioner Herman
Washoe County Stadium Authority	Commissioner Berkgigler and Chair Jung
Western Nevada Development District (WNDD)	Commissioner Berkgigler
Western Regional Water Commission	Commissioner Hartung, Commissioner Herman – TMWA appointee, and Commissioner Lucey – STMGID Successor

Commissioner Hartung stated the Nevada Land Transfer Task Force was no longer meeting and the Task Force was placed on hold.

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 15 be approved and to have alternates where allowed by law.

**16-0047**     **AGENDA ITEM 16** Recommendation to approve an Unsolicited Proposal Policy and Guideline document to be utilized for review of proposals to Washoe County for development and/or use of County owned land and/or infrastructure. (All Commission Districts.)

Chair Jung stated this Agenda Item was to clean up the policy language because there was no direction for staff to follow if they were presented with a proposal.

In response to Commissioner Hartung's question regarding proposals to utilize County land, Dave Solaro replied it would require a development to be of benefit to the community. He said the policy was specific to the utilization of County owned land and infrastructure that was already established. He noted it was different from a developer wanting to develop on County owned land.

There was no public comment on this item.

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

**16-0048**      **AGENDA ITEM 23** Public Comment.

Cathy Brandhorst spoke about matters of concern to herself.

**16-0049**      **AGENDA ITEM 24** Announcements/Reports.

Commissioner Berkbigler thanked the Board for their support during her term as Chair. She asked staff for a list of appointees from each district because she had requests from constituents who were interested in sitting on various Boards.

Commissioner Lucey thanked the Board and said he was honored to serve as Vice Chair. He congratulated Chair Jung on her appointment.

Commissioner Herman wanted to send a thank you letter to each of the volunteer fire fighters for their participation. She asked staff to bring the Monte Cristo project back for discussion soon. She wanted the Citizen Advisory Boards (CABs) to be established in Gerlach and Verdi.

\* \* \* \* \*

**COMMUNICATIONS AND REPORTS**

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

**COMMUNICATIONS:**

**16-0050**      Reno-Sparks Convention and Visitors Authority Public Meeting Minutes, January to December, 2014.

**MONTHLY STATEMENT:**

**16-0051** Washoe County Treasurer's Monthly Statement ending November 30, 2015.

**ANNUAL FINANCIAL REPORT:**

**16-0052** Reno-Sparks Convention and Visitors Authority, Washoe County, State of Nevada, Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2015.

**16-0053** City of Sparks Nevada, Comprehensive Annual Financial Report, Year ended June 30, 2015.

\* \* \* \* \*

**3:17 p.m.** There being no further business to discuss, the meeting was adjourned without objection.

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**Kitty K. Jung**, Chair  
Washoe County Commission

ATTEST:

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

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

FIRST AMENDMENT  
TO  
INTERLOCAL AGREEMENT

The Interlocal Agreement (the "Agreement"), dated September 18, 2013, entered into between the Western Regional Water Commission, a political subdivision of the State of Nevada, (the "Commission") and Washoe County (the "County"), collectively the "Parties" is hereby amended as follows:

3) RIGHTS & DUTIES

**The last sentence of Subsection 3.1.1 is revised to provide as follows:**

Work on the project will progress and be completed by June 30, 2016.

**Subsection 3.2.5 is revised to provide as follows:**

3.2.5 Any remaining funds after payment of authorized expenses for the Project for fiscal year 2013 / 2014 may be used by the Commission, if necessary, for Project continuation in fiscal years 2014 / 2015 and 2015 / 2016.

The Agreement as amended to include the revisions set forth above is incorporated herein by reference, and all other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment is effective July 1, 2015, regardless of the respective dates of execution by the Parties ("Effective Date").

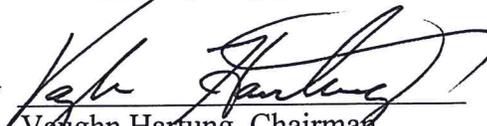
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

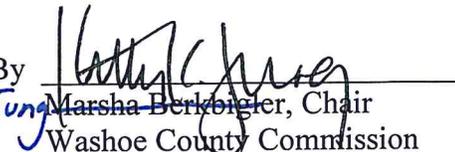
WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

Dated this 18 day of November, 2015

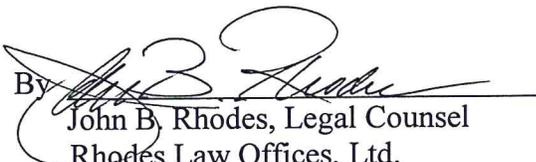
Dated this 12<sup>th</sup> day of January, 2015

By   
Vaughn Hartung, Chairman  
Western Regional Water Commission

By   
Kitty K. Jung Marsha Berkbigler, Chair  
Washoe County Commission

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By   
Paul A. Lipparelli  
Assistant District Attorney

16-0018

## INTERLOCAL AGREEMENT

### 1) PARTIES

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

### 2) RECITALS

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

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

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

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

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

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

**3) RIGHTS & DUTIES**

**3.1 The County**

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

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

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

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

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

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

One (1) complete final printed version.

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

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

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

### 3.2 The Commission

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

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

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

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

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

### 3.3 Joint Rights and Responsibilities

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

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

## 4) INDEMNIFICATION

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

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

## 5) MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

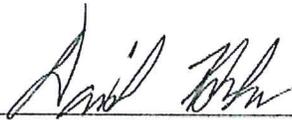
WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

Dated this \_\_\_ day of \_\_\_\_\_, 2013

Dated this \_\_\_ day of \_\_\_\_\_, 2013

By   
Mike Carrigan, Chairman  
Western Regional Water Commission

By   
David Hunke, Chairman  
Washoe County Commission

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By   
~~Peter C. Simeoni~~ Paul Lipparelli,  
Deputy District Attorney

**EXHIBIT "A"**

**Scope of Work and Budget**

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

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

July 22, 2013

*Principal Investigator*

**Christian A. Kropf, Washoe County Community Services Department**

## **Introduction**

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

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

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

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

## Project Goals

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

## Project Tasks

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

### Task I – Project Planning

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

### Task II – Baseline Dataset Creation

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

### Task III – In-Depth Analysis

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

#### Task IV – Risk Assessment

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

#### Task V – Report Preparation and Presentation

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

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

### Estimated Project Costs and Schedule

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

#### Notes:

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

**EXHIBIT "B"**UNIT FEE SCHEDULE

<u>Labor</u>	<u>Unit/Hour Rate</u>
Hydrogeologist*	\$69.25
Engineer*	\$76.07
GIS*	\$58.21
Intern*	\$11.45
<u>Expenses</u>	
Materials - Not to Exceed	\$1,000.00
Mileage**	

## Notes:

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

**LICENSE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between TRUCKEE MEADOWS WATER AUTHORITY, a joint powers authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada, and Washoe County, Nevada, pursuant to NRS Chapter 277, hereinafter referred to as (“Licensor”) and WASHOE COUNTY, a Political Subdivision of the State of Nevada (“Licensee”).

**WITNESSETH:**

WHEREAS, Licensor is the sole owner of the property situate in the County of Washoe, State of Nevada, known as Assessor’s Parcel Number 140-051-23 (the “Property”), which Licensor uses in connection with the operation of a water well and other public water facilities (“Western Skies Truck Fill Station”); and

WHEREAS, the Property hosts an emergency supplies Conex box container owned by Licensee, and Licensee desires a location on the Property for storage of the container and ingress and egress onto the property for the purposes of accessing supplies from said container for emergency events;

NOW THEREFORE, in consideration of the mutual exchange of promises and other consideration the receipt of which is hereby acknowledged, and the mutual covenants described herein, the parties hereto agree as follows:

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive, revocable license (the “License”) across the surface of the Property for purposes of i) ingress and egress to the emergency storage container and ii) accessing emergency supplies needed during emergency events, more particularly described in Exhibit “A” and shown on Exhibit “B”, subject to the terms of this Agreement (“License Area”). Licensor’s water system operations shall at all times have priority over any other use of the License Area by Licensee, and Licensee shall not directly or indirectly use, occupy, or improve the License Area or permit others to do so in any manner that impairs, impedes, or otherwise adversely affects Licensor’s use of the Property for public water system operations.

2. **Warranty and Representations by Licensee.** Licensee acknowledges Licensor’s rights to use and access the License Area shall at all times remain senior to rights of Licensee, and there are times when the water fill station and access road in the License Area will need to be utilized by construction equipment and vehicles accessing the water fill station by Licensor. Licensor makes no representation or warranty, and shall have no obligation or liability of any kind whatsoever to any person, arising from or

16-0020

related to the operation and maintenance of the Western Skies Truck Fill Station or Licensor's use of the License Area, excluding therefrom any act or negligence of Licensor.

3. **Term.** This License may be terminated at any time by Licensor in the event Licensee is in material default or breach of any provision hereunder that cannot be cured within a commercially reasonable period of time or in the event Licensee acquires alternate access rights to relocate the Conex box to another location satisfactory to Licensee's needs. This license may also be terminated by the Licensor if the water related facilities are abandoned and the Licensor sells the property or changes the use.

4. **Permits and Laws.** Licensee shall obtain, at its sole cost, any and all permits (if any) which may be required for Licensee's use of the License Area. Licensee further agrees to comply with all applicable federal, state and local laws, rules and regulations in the operation of the License Area. Licensee agrees to indemnify and hold harmless Licensor from any and all damages, fines, or penalties resulting from Licensee's failure to obtain the necessary permits and/or failure to comply with any applicable laws, rules or regulations, or any use of the License Area by Licensee or an agent or invitee of Licensee.

5. **Limitation to Described Purpose.** The License Area may be used by Licensee solely for the uses described herein. No permanent buildings or improvements, additions, alterations, or modification of any kind, sort or nature, shall be made upon the herein Licensed Area. The Licensed Area shall include an area of approximately 1,000 square feet 50' x 20' which area will contain the Conex box and a sand pile to be used in the event of an emergency for filling sand bags.

6. **Indemnification and Nonliability of Licensor and Attorneys Fees.** Licensee agrees to protect, indemnify and save harmless Licensor, against and from any and all claims, loss, damage or liability (including reasonable attorneys fees) arising from Licensees' or its agents or representatives' negligent acts or omissions in connection with its use or possession of the Property, including without limitation any breach or default on the part of Licensee pursuant to the terms of this License or arising from any strict liability, excluding therefrom any act or negligence of Licensor. In the case of such claim, Licensee, upon notice from Licensor, shall defend such action or proceeding by counsel reasonably satisfactory to Licensor.

7. **Liability Insurance.** Licensee agrees to procure and maintain in force during the term of this License, at Licensee's expense, public liability insurance in companies and through brokers approved by the Insurance Commissioner of the State of Nevada. Licensor acknowledges and agrees that Licensee is self insured and that said self-insured status satisfies the requirements of this section.

8. **Condition of Premises.** Licensor does not warrant or represent that the License Area is safe or suitable for the purposes stated herein or intended to be used under the terms of this License.

9. **Right to Enter.** It is understood and agreed that the Licensor shall have the right at any time during the term of this License to use the License Area for its own purposes and to enter in and upon the License Area to access the Western Skies Truck Fill Station, or other facilities incidental to the public utility business. Any vehicle which blocks access to the Western Skies Truck Fill Station, where the owner cannot reasonably be contacted, will be towed at Licensee's expense.

10. **Non-Assignability.** The License granted hereunder is a personal privilege granted to Licensee and is not assignable to any person.

11. **Waste, Nuisance or Unlawful Activity.** Licensee shall not allow any waste beyond reasonable use and wear on the License Area, or use, or allow the License Area to be used, for any purpose prohibited by law, ordinance, rule or regulation or for any purpose which will constitute a nuisance. Licensee agrees to pay the cost of repairs beyond such reasonable wear and tear upon the License Area for damages caused by Licensee.

12. **Liens and Encumbrances.** During the term of this License, or any extension thereof, Licensee shall not place any liens or encumbrances on the Property, and shall keep the Property free and clear of all liens and encumbrances arising out of any work performed, material furnished or obligations incurred by the Licensee.

13. **Entire Agreement.** This document embodies the entire understanding of the parties as to the License that is the subject matter hereof, and there are no terms, covenants or conditions of such License other than those set forth herein. This License may be amended only by a document in writing, executed by both parties with the same formality as this instrument.

14. **No Waiver.** No waiver of any breach or breaches of any provision hereof shall be construed to be a waiver of any proceeding or succeeding breach of said provision or any provisions hereof.

15. **Notices.** All notices herein provided to be given, or which may be given, by any party to the other, shall be deemed to have been fully given when served personally on Licensor or Licensee, or when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

Licensor: Truckee Meadows Water Authority  
Natural Resource Department  
Attn: Heather Edmunson  
P.O. Box 30013  
Reno, NV 89520

Licensee: Washoe County  
Community Services Department  
Attn: Dave Solaro  
P.O. Box 11130  
Reno, Nevada 89520

IN WITNESS WHEREOF, the Licensee has signed this License Agreement and Licensors has executed the same by its duly authorized officer the day and year first above written.

**TRUCKEE MEADOWS WATER  
AUTHORITY, a Joint Powers Authority**

By: \_\_\_\_\_  
MARK FOREE, General Manager

**WASHOE COUNTY**

By: [Signature]  
Name: Chair  
Title: Washoe County

EXHIBIT "A"

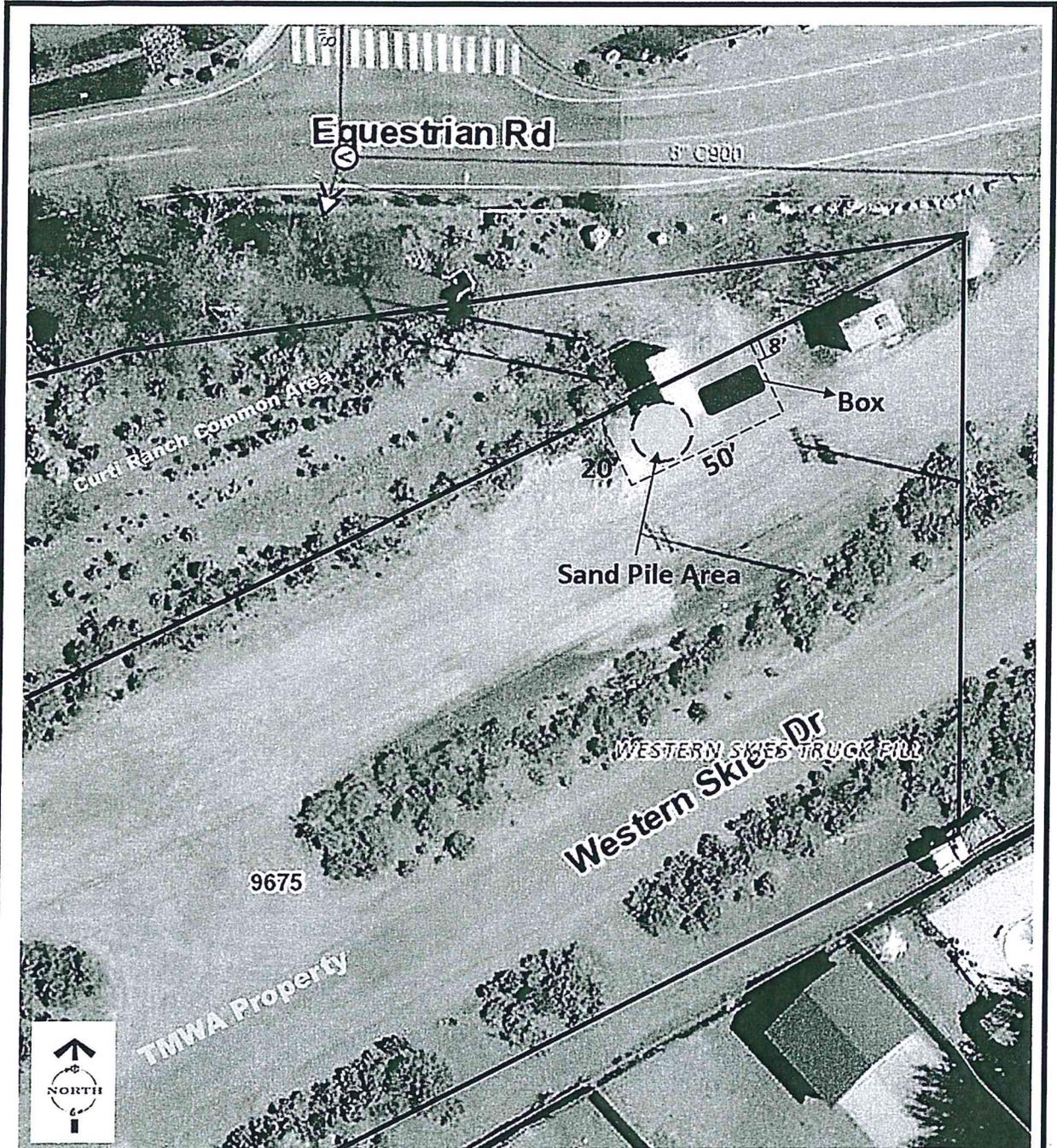
All that real property situate in the County of Washoe, State of Nevada, being all those portions of Section 27, Township 18 North, Range 20 East, M.B.D. & M., described as follows:

Commencing at the North quarter corner of said section 27; thence South  $00^{\circ} 11' 49''$  West, along the North-South centerline 1343.20 feet; thence South  $89^{\circ} 28' 27''$  West, 2033.13 feet to the true point of beginning; thence South  $62^{\circ} 48' 17''$  West, 685.21 feet to the West line of said Section 27; thence long said West line South  $00^{\circ} 08' 43''$  East, 611.66 feet; thence South  $56^{\circ} 57'$  East, 119.11 feet; thence North  $00^{\circ} 08' 43''$  West, 559.34 feet; thence North  $62^{\circ} 48' 17''$  East, 574.55 feet; thence North  $00^{\circ} 31' 33''$  West, 167.86 feet to the True Point of Beginning.

NOTE: the above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Washoe County, Nevada on February 15, 1984, as Document No. 907248 of Official Records.

APN: 140-051-23

EXHIBIT "B"



\* Drawing Not to Scale



EXHIBIT MAP  
WASHOE COUNTY  
LICENSE AGREEMENT  
APN: 140-051-23

**RESOLUTION**

A RESOLUTION TO DONATE ONE (1) SURPLUS 40 KW, 277/480 VOLT MODEL DGBC3381155, SERIAL NUMBER K990017717 EMERGENCY GENERATOR FROM WASHOE COUNTY TO THE WASHOE COUNTY SCHOOL DISTRICT IN ACCORDANCE WITH NRS 244.15052(a); AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, Washoe County from time to time upgrades its facilities with new equipment due to changed conditions related to its operations; and

WHEREAS, Washoe County is no longer utilizing, and is disposing of one 40 KW, 277/480 Volt Model DGBC3381155, Serial Number K990017717 emergency generator which is surplus to its needs; and

WHEREAS, the Washoe County School District (WCSD) is in need of a 40 KW, 277/480 Volt emergency generator for replacement of a failed emergency generator at Pine Middle School;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Washoe in the State of Nevada, that we support the needs of the WCSD and declare:

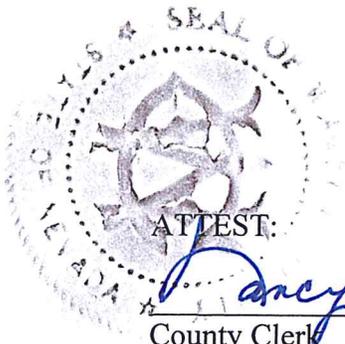
Section 1. NRS 244.15052(a) empowers the Board of County Commissioners to donate to other government entities certain commodities, supplies, materials and equipment that the Board determines to have reached the end of their useful life.

Section 2. The above mentioned surplus used Washoe County asset will be donated in "as is" condition to the WCSD.

Section 3. This Resolution shall be effective on passage and approval by the Board of County Commissioners.

Section 4. The County Clerk is hereby directed to distribute copies of this Resolution to the Community Services Department.

ADOPTED this 12<sup>th</sup> day of January, 2016.



ATTEST:

Rancy L. Parent  
County Clerk

William J. Jung  
Chair  
Board of County Commissioners

REC-01

**RESOLUTION**

A RESOLUTION TO ADOPT FINANCIAL POLICIES  
FOR THE WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT UTILITIES

WHEREAS, Washoe County is responsible to the County's citizens to carefully account for all public funds, and

WHEREAS, Washoe County currently charges customer rates to provide reclaimed water, recharge water (in Golden Valley), wastewater, and Spanish Springs flood control ("Utilities") services desired by the public through its Community Services Department ("Department"), and

WHEREAS, Long-range financial planning is necessary to implement the Department's long-term goals, and

WHEREAS, Expenses should be planned to provide pre-determined levels of service to the community, and

WHEREAS, The Department must maintain sufficient reserves to ensure the Utilities are in a position to respond to changes in the economy or new service challenges without an undue amount of financial stress, and

WHEREAS, The financial policies recognize that the County's Utilities can only be economically strong if financial planning and proper accounting is an explicit part of the decision-making process for all utility services.

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

**Section I.** That the following are the financial policies for the Washoe County Community Services Department Utilities:

1. **GENERAL:** The Department shall abide by all Washoe County Financial Policies and Procedures approved by the Board.

In accordance with Washoe County policy, any bond issue, bank financing or similar borrowing proposed by the Department will be coordinated and approved by the Washoe County Comptroller and County Manager's Office. The Treasurer's Office and Comptroller will be kept informed with the Treasurer's Office performing all investing of funds and the Comptroller's Office and Community Services Department having shared responsibility for accounting and disclosure associated with the bond issues and other financing mechanisms.

The submission of any agenda item to the Board must follow then-existing County policies and procedures.

The Department shall follow then-existing County purchasing policies and procedures.

16-0023

2. **ANNUAL BUDGET:** The annual budget serves several purposes since it is the financial plan for the year as well as a policy document. Specific budget policies include the following:

The Department shall pay for recurring expenses with recurring revenues and use non-recurring revenues for non-recurring expenses.

The Department shall avoid budgetary and accounting procedures that balance the current budget at the expense of future budgets (e.g., use of non-recurring revenues to fund recurring expenses) except for those planned and authorized by the Department Director or designee.

3. **RATES:** Cash flows from each utility shall provide sufficient resources to (1) meet cash operating expenses of each individual utility, (2) provide for minimum cash reserves and fund balances, and (3) fund the respective individual utility repairs, replacements and system upgrades necessary to meet operating, regulatory or health and safety requirements. Revenues from individual utility rates must also provide security for debt service payment requirements for each respective utility, whether or not the debt is actually paid from connection fees.

Interest earnings shall be added to the utility which earned the interest.

User rates shall be developed to provide minimum annual revenues sufficient for each utility to:

- Fund 50% of depreciation expense to provide capital for future infrastructure rehabilitation projects (excludes the Spanish Springs flood control utility). Funding to accommodate infrastructure rehabilitation for the Spanish Springs flood control utility shall be evaluated on an as needed basis.
- Pay debt service related to infrastructure rehabilitation and other operating-related projects.
- Maintain a debt coverage ratio of 1.10 or greater for each utility.

Excluding the Golden Valley recharge utility, user rates shall be developed to retain the following minimum cash reserves on a per-utility basis:

- Working capital reserve: sixty days of the most recent audited operating expenses.
- Rate stabilization reserve: 15% of the most recent audited operating revenues.
- Bond reserve: the next scheduled six-month debt service payment related to each utility, including debt service normally funded by connection fees.

User fees and connection fees can be used interchangeably to pay debt service for the Spanish Springs flood control facility. For this reason, cash held in the connection fee segment of the Spanish Springs flood control utility can be counted toward cash reserve requirements.

Minimum cash reserves for the Golden Valley recharge utility shall be as outlined in ordinance.

Charges for service that benefit specific user classes shall recover full costs, including all direct and identified indirect costs.

Due to the high cost of maintaining and replacing utility infrastructure, costly non-capitalized rehabilitation or replacement projects may at times cause operating losses that utilize cash reserves. As long as cash reserves are sufficient to accommodate policy requirements, and the debt coverage ratio is in compliance with bond covenants, rates may still be deemed satisfactory and in compliance with these financial policies.

4. **CAPITAL PLANNING:** The Department shall prepare and update annually a five-year capital plan to outline utility expansion and replacement/rehabilitation projects. The plan shall prioritize the needs for both capital replacement/rehabilitation and expansion projects, estimate project costs and identify funding sources. The first year of the five-year capital improvement plan will be used as the basis for formal fiscal year appropriations during the annual budget process.
5. **CAPITAL IMPROVEMENT FUNDING:** User rate and connection fee revenues, and the related investment income, are the primary funding sources for replacement/rehabilitation and utility expansion capital projects, respectively. Grants and bonds are also funding sources for capital projects when warranted.

Due to the uncertainties surrounding development cycles, if connection fees are insufficient to maintain growth-related debt service requirements of each utility, connection fee adjustments and/or a debt service component to the user rate structure may be proposed. The term of debt generally shall not exceed the useful life of the asset and in no case shall the term exceed thirty years. User rates and connection fees shall be evaluated periodically, on an as needed basis, to insure each utility will have sufficient funding to accommodate appropriate capital improvements.

Under appropriate situations, alternative financing methods shall be analyzed for capital projects and equipment including but not limited to leases, lease purchases, developer build and lease-backs, developer build and dedicate for credit as well as bank and bond financing, grant funding and joint ventures. The Washoe County Comptroller or designee and/or the County Manager's Office must approve the financing method and repayment sources depending on the County's then-existing review/approval process.

Developers are responsible for the construction of on-site infrastructure improvements and off-site improvements that are needed as a result of the new development. Developer-dedicated assets should be for infrastructure built by developers specific to a particular residential subdivision or business as required by Washoe County Ordinances (on-site development) and those off-site improvements required to provide service to the development. Alternatives exist whereby connection fee credits are available for developer improvements that are excess to the developer's project (off-site improvements) when requested and pre-approved by the County. Connection fee credits are calculated based on the increased actual out-of-pocket costs to the developer. The dollar value of such credits will be tracked by the Department and applied when used at the then-existing connection

fees at the time of usage. Credit agreements shall reflect dollar credits only. Capacity credits, such as Equivalent Residential Units, shall not be granted. Connection fee credits may not be co-mingled or transferred between the various utilities.

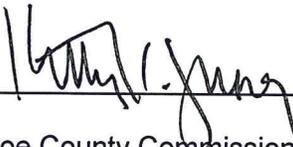
Oversizing and offsite developer build and dedicate agreements must be in writing and approved by the Department Director, District Attorney's Office and Board prior to construction.

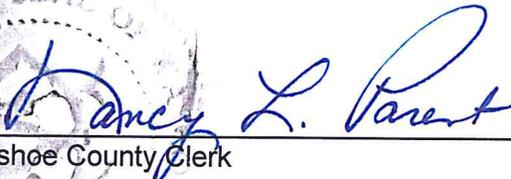
**Section II.** Previously adopted financial policies and procedures in conflict with this resolution are hereby repealed. This does not affect existing contracts or agreements. If any provisions of this resolution are deemed unconstitutional or unenforceable, that will not affect the balance of the provisions of this resolution.

**Section III.** This resolution shall be effective on passage and approval.

**Section IV.** The County Clerk is hereby directed to distribute copies of the resolution to the Department of Taxation, the Comptroller, the County Manager's Office and the Community Services Department within 30 days.

ADOPTED this 12<sup>th</sup> day of January, 2016

  
\_\_\_\_\_  
Chair,  
Washoe County Commission

ATTEST:  
  
\_\_\_\_\_  
Washoe County Clerk





RESOLUTION OF THE  
WASHOE COUNTY BOARD OF COMMISSIONERS

ADOPTING THE WASHOE COUNTY MASTER STORM WATER INSPECTION FEE  
SCHEDULE

Whereas Washoe County is a co-permittee of a National Pollutant Discharge Elimination System (NPDES) permit with the Cities of Reno and Sparks; and

Whereas the NPDES permit has requirements for a Storm Water Discharge Program which the County has had in place since 2003 under Ordinance 1223; and

Whereas the County repealed Ordinance 1223 and adopted a new Article 421, Storm Water Discharge Program, within Washoe County Code Chapter 110 on January 12, 2016 to replace Ordinance 1223 with an effective date of January 22, 2016; and

Whereas the program under Article 421 includes two categories of storm water discharge fees:

- (1) Environmental Control Permit and monitoring fees, and
- (2) An administrative service fee and inspection fees for inspection of storm water quality controls; and

Whereas Washoe County Code Section 110.421.60(d) provides for Environmental Control Permit and monitoring fees to be set by resolution of the Washoe County Board of Commissioners at a public hearing; and

Whereas the Washoe County Board of Commissioners finds that a regional approach to the imposition and collection of Environmental Control Permit and monitoring fees is best suited to carry out the program under Article 421; and

Whereas the Washoe County Board of Commissioners further finds that the Environmental Control Permit and monitoring fees already charged by the cities of Reno and Sparks to Industrial and Commercial storm water dischargers satisfy any such fees that the County would otherwise charge under its own fee schedule;

Whereas Washoe County Code Section 110.421.65(e) also provides that an administrative service fee and inspection fees for inspection of storm water quality controls be established by resolution of the Washoe County Board of Commissioners; and

16-0043

Now, therefore, be it resolved that the Washoe County Board of Commissioners does hereby:

- (1) Adopt the fee schedules of the City of Reno and City of Sparks, as they may be amended from time to time, as they apply to Environmental Control Permit and monitoring fees as shown in Exhibit A, and
- (2) Deem Washoe County's Environmental Control Permit and monitoring fees satisfied by the payment of any such fees to the cities of Reno and Sparks;

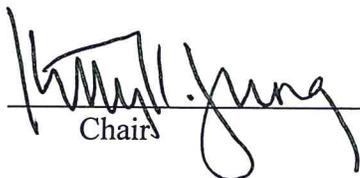
And be it further resolved that the administrative service fee and inspection fees for inspection of storm water quality controls be adopted as the Washoe County Master Storm Water Inspection Fee Schedule shown in Exhibit B to this resolution, with an effective date of January 22, 2016.

All fees adopted hereunder shall be included in the Development Code (Washoe County Code Chapter 110) Master Fee Schedule to the extent required by Washoe County Code Section 110.906.05.

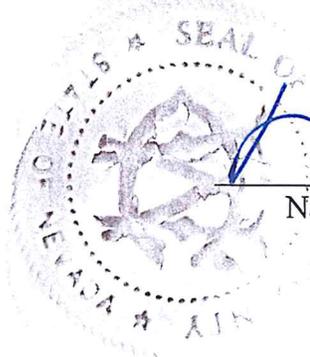
ADOPTED on January 12, 2016.

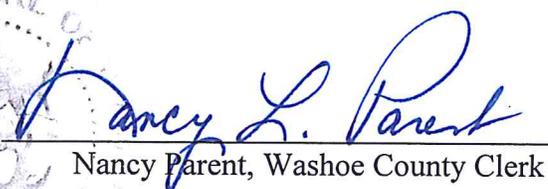
WASHOE COUNTY BOARD OF COMMISSIONERS

By:

  
Chair

ATTEST:



  
Nancy Parent, Washoe County Clerk

## Exhibit B

### Master Storm Water Inspection Fee Schedule

Washoe County Code 110.421

Effective January 22, 2016

#### INSPECTION OF STORM WATER QUALITY CONTROLS

<b>Inspection Fees</b>	
<b>Charges for Project Duration and/or Location</b>	<b>Charges per Acre</b>
0-6 months construction	\$30.00
7-12 months construction	\$60.00
13-18 months construction	\$90.00
19-24 months construction	\$120.00
Over 24 months construction	\$190.00
Project within 1,000 feet of a FEMA Flood Zone A, AO or AE.	Additional \$30.00
Projects of less than one acre but are deemed sensitive/permitted by NDEP	Additional \$30.00
<b>Administrative Service Fee</b>	<b>For each application</b>
Per Site	\$ 30.00

The above listed fees shall be doubled if the construction activity is commenced prior to the issuance of the required permit and/or installation of the storm water controls. Payment of the double fee shall not preclude the County from taking any other enforcement actions within its authority.

# EXHIBIT A\*

\*As may be amended from time to time

INTRODUCED BY CITY OF SPARKS

Resolution No. 3099

## A RESOLUTION SETTING ENVIRONMENTAL CONTROL INSPECTION FEES

WHEREAS, the City of Sparks must comply with State and Federal law regarding inspection of industrial and commercial sewer users to assure compliance with water pollution regulations; and

WHEREAS, on December 13, 1999, the City of Sparks adopted Resolution No. 2632 setting environmental control inspection fees;

WHEREAS, the environmental control inspection fees set forth in Resolution No. 2632 were specifically identified for each hazard class user based on actual City costs;

WHEREAS, due to the passage of time since the adoption of Resolution No. 2632, the actual City costs for environmental control inspections has risen, depending upon the hazard class user, from 29% to 157%;

WHEREAS, the City of Sparks desires to recapture its actual costs and to minimize impacts to businesses within the City;

WHEREAS, in furtherance of its goal of minimizing impacts to businesses within the City, the City of Sparks desires to impose modified environmental control inspection fees phased in over a period of five years.

NOW THEREFORE, after conducting a public hearing, it is hereby resolved that the Sparks City Council does hereby set the following annual inspection for environmental control classifications:

Hazardous Class	FEE				
	2008	2009	2010	2011	2012
I	\$0	\$0	\$0	\$0	\$0
II	\$133	\$145	\$158	\$170	\$183
III	\$243	\$256	\$270	\$283	\$296
IV	\$1,352	\$1,675	\$1,997	\$2,320	\$2,642
V	\$1,632	\$1,885	\$2,137	\$2,390	\$2,642

BE IF FURTHER RESOLVED that the above mentioned fees shall first go into effect May 1, 2008, and shall automatically increase to the above mentioned amounts on January 1 each year thereafter. The foregoing resolution was passed and adopted this 24<sup>th</sup> day of March 2008.

AYES: Mayer, Salerno, Smith, Carrigan,

NAYS: Schmitt

ABSENT: None

APPROVED: this 24<sup>th</sup> day of March, 2008, by:

Geno R. Martini  
GENO MARTINI, Mayor

ATTEST:  
Linda Patterson  
LINDA PATTERSON  
City Clerk

APPROVED AS TO FORM & LEGALITY  
Wendy Adams  
CHESTER ADAMS  
City Attorney

RESOLUTION NO. 8059

**RESOLUTION ADOPTING THE FISCAL YEAR 2015-2016  
BUDGET INCLUDING TAX LEVIES, AND ADOPTING  
THE FEE SCHEDULE FOR THE CITY OF RENO,  
NEVADA FOR THE FISCAL YEAR 2015-2016.**

**WHEREAS**, the proposed Fiscal Year 2015-2016 Budget has been submitted to the City Council of the City of Reno, Nevada for its consideration; and,

**WHEREAS**, upon due and proper notice, published in accordance with the law, said proposed budget, including all portions thereof and proposed tax levies at maximum allowed rates, was open for inspection by the public at various designated places, a public hearing was held on May 19, 2015. Interested persons were given the opportunity to comment on the proposed budget; and

**WHEREAS**, as part of the Fiscal Year 2015-2016 budget adoption, the City Council desires to establish and adopt at maximum allowable rate all tax levies, including those approved by the members of the voting public. The tax rates had already reached maximum allowable rates in prior budget years and the adopted budget maintains the maximum rate established through prior budget adoptions; and

**WHEREAS**, in accordance with City Council Resolution No. 7809 and Reno Redevelopment Agency Resolution No. 216, Nevada Land, SK Baseball, Agency and the City of Reno have agreed to settle outstanding claims, restructure financing agreements, and make certain annual payments on the terms and conditions set forth in a Settlement and Restructuring Agreement (Reno Aces Stadium) dated January 30, 2013;

**WHEREAS**, a user fee study was conducted and proposed charges for services and fees have been submitted to the City Council for the City of Reno, Nevada for its consideration; and

**WHEREAS**, the City Council finds it appropriate to charge the public a fee or service charge for providing a service benefiting an individual; and

**WHEREAS**, the fee or service charge should reflect the cost of the service being provided; and

**WHEREAS**, the adjustments to fees and service charges shall be submitted in resolution form for consideration; and

**WHEREAS**, based upon evidence presented by staff, no business impact statement is required for approval of the Fiscal Year 2015-2016 final budget because NRS 237.060(2)(b) exempts the augmentation and approval of a local government's annual budget from such requirement.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Reno, Nevada:

Section 1. That the Budget attached as Exhibit "A", including all portions thereof and tax levies at maximum allowed rates, is hereby adopted as the Annual Budget of the City of Reno, Nevada for the Fiscal Year 2015-2016.

Section 2. That staff is hereby directed to file said Budget with the State Department of Taxation pursuant to NRS 354.598.

Section 3. That all fees are effective July 1, 2015, unless otherwise identified to another date, and shall remain in effect until June 30, 2016.

Section 4. That the Fee Schedule attached as Exhibit "B" is hereby adopted as the Annual Fee Schedule of the City of Reno, Nevada for the Fiscal Year 2015-2016, with an effective date of July 1, 2015, unless otherwise identified to another date, superseding and repealing Resolution #7974.

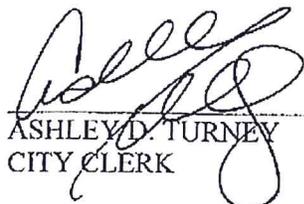
Upon motion by Council Member Duerr, seconded by Council Member McKenzie, the foregoing resolution was adopted this 19<sup>th</sup> day of May, 2015, by the following vote of the Council:

AYES:	<u>Duerr, McKenzie, Bobzien, Brekhus, Delgado, Schieve</u>
NAYS:	<u>None</u>
ABSTAIN:	<u>None</u>
ABSENT:	<u>Jardon</u>

APPROVED this 19<sup>th</sup> day of May, 2015.

  
HILLARY L. SCHIEVE  
MAYOR

ATTEST:

  
ASHLEY D. TURNEY  
CITY CLERK



**Exhibit A**  
**Adopted Fees and Charges FY 15/16**  
**Public Works**

	Adopted Fees	Notes
Year	FY 2015/16	
Excavation Permits (each location)	\$ 156.00	
Encroachment Permits Temporary and Long Term (each location or project)	\$ 139.00	
Encroachment/Excavation Permit Application Fee (per 1,000 linear feet)	\$ 52.00	<i>Title change for clarification</i>
<b>Encroachment/Long Term Occupancy of City ROW</b>		
Surface (per square foot, per year)	\$ 0.60	
Underground (per square foot, per year)	\$ 0.12	
Overhead (per square foot, per year)	\$ 0.18	
Sewer Lateral Connection Inspection Fee (each lateral)	\$ 113.00	
Sewer Lateral Rehabilitation Inspection Fee (each lateral)	\$ 226.00	
<b>Lane Closures (per each lane, per week)</b>		
Arterial	\$ 83.00	
Collector/Alley/Local	\$ 21.00	
<b>Signal Maintenance</b>		
Cabinet Testing (each cabinet)	\$ 1,015.00	
Fiber Splicing and Cabinet Termination (each cabinet)	\$ 609.00	
Cabinet Turn On (each cabinet)	\$ 1,726.00	
CD of scanned plans	\$ 1.00	
Vault Research (hourly, after the 1st 1/2 hr)	\$ 40.00	
Parking Meters (per hour)	\$ 1.00	
Cloth Meter Hoods (each hood, per month)	\$ 144.00	
Cloth Meter Hoods Deposit (refundable, per each hood, one-time)	\$ 50.00	
Paper Meter Bags (per day)	\$ 9.00	
Mill and River Rock Parking Lot (per 4 hours)	\$ 2.00	
Stevenson Street Parking Lot (per 4 hours)	\$ 2.00	
West Street Parking Lot (per 4 hours)	\$ 2.00	
Individual Residential Parking (IRP) Signage Fee (annual)	\$ 68.00	
Individual Residential Parking (IRP) Signage Fee Sr. over age 65 (annual)	\$ 26.00	
<b>Environmental Control Industrial/Commercial</b>		
<b>Pretreatment Wastewater Discharge Permit</b>		
Class I (one time - business start up or relocation)	\$ 41.00	
Hazard Class II (per year)	\$ 167.00	
Hazard Class III (per year)	\$ 254.00	
Hazard Class IV (per year)	\$ 1,020.00	
Hazard Class V (per year)	\$ 1,360.00	
Hazard Class VI (City of Reno)		
<b>Environmental Control Industrial/Commercial</b>		
<b>Stormwater Discharge Permits</b>		
Class I (one time - business start up or relocation)	\$ 41.00	
Class II (per year)	\$ 167.00	
Class III (per year)	\$ 254.00	
Class IV (per year)	\$ 1,360.00	
Reinspection Fee	\$ 107.00	