

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

TUESDAY

10:00 A.M.

SEPTEMBER 25, 2018

PRESENT:

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

Nancy Parent, County Clerk
John Slaughter, County Manager*
Paul Lipparelli, Deputy District Attorney

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:

Assistant County Manager David Solaro began the meeting as the Acting Manager.

18-0691 **AGENDA ITEM 3** Appearance: Kendall Inskip, Executive Director Education Alliance. Presentation and update on PiE Recognition Funding report.

Kendall Inskip, Executive Director of the Education Alliance of Washoe County (EAWC), introduced EAWC President Dave Bianchi, Past President Alex Woodley, Treasurer Eric Sheetz, Collaborative Coordinator Brittani Haggarty, and Board member Natha Anderson. She thanked the Board for its support of the Partners in Education (PiE) program.

She introduced PiE student intern Beau Oster and explained he helped measure the success of the PiE program. Additionally he handled the database for tracking formal partnerships, donations, and volunteer hours, as well as maintaining the EAWC's website. She introduced Glenn Duncan STEM Academy Principal David Keller, first grade teacher Brianne Ciarlo, and two young students, who thanked the Board for supplies and spoke about a community garden.

Principal Keller remarked the partnership with Washoe County had grown over the years and it was very important to both students and staff. He noted no families had to purchase supplies for their students this year because of donations from the County and other sources. He thanked the County for its generosity.

Ms. Ciarlo underscored the importance of the partnership and marveled at the time and financial contributions given to the school. She mentioned the positive influence the County had on the school and its students.

Chair Berkbigler thanked the presenters for what they did and pointed out Glenn Duncan Elementary was her alma mater.

Ms. Inskip brought up the funding report, a copy of which was placed on file with the Clerk. She noted the PiE emblem was designed by Natasha Santiago while she was a senior at McQueen High School. She remarked the PiE Awards, where principals and educators nominated partners for their schools, were a result of the County's funding. Renown Health won the award for large employer and Steak 'n Shake won for small employer. She promoted the awards ceremony on February 6 at the Reno Sparks Chamber of Commerce.

Ms. Inskip pointed out the budget had a balance remaining and explained it would be used for producing PiE posters for over 100 schools. Partnerships were currently being confirmed. She requested the remainder of the funds would be used to sustain and grow the program further. She announced the launch of a classroom speaker webpage would happen in November.

Ms. Inskip commented The Education Alliance was a unique non-profit organization in that all its initiatives brought together education, business, and community organizations to support student achievement. She thanked the County for sharing the Alliance's beliefs and for supporting County Manager John Slaughter in his service on the board of directors. She presented the County with a PiE champion award and called the County's partnership critical to the Alliance's success.

18-0692 **AGENDA ITEM 4** Public Comment.

Ms. Tammy Holt-Still displayed a chart, a copy of which was placed on file with the Clerk, and stated 2017 was not a record-breaking year in terms of weather. She showed pictures of the aftermath of the flooding in 2017 and claimed the Prado Ranch North development would push additional water to the area shown in the pictures. She mentioned there were families not able to live in their homes due to the flooding. She felt tax assessments should have been levied on developers in 2005 and 2006.

Mr. Levi Hooper asked for assistance regarding the homeless given the change in weather. He expressed concern about the possibility of drug and alcohol issues in a little house community. He felt the roadwork in midtown was a detriment to hotel owners and told a story about a disabled friend who could not find housing since apartments under \$1,200 a month had a three-year waiting list. He asked whether there was a website with more information about little houses.

Mr. Sam Dehne spoke about public comment not being heard as the first item on the agenda, a County tax enacted by the Economic Development Authority of Western Nevada, and a political cartoon in *The Reno Gazette-Journal*, a copy of which was placed on file with the Clerk.

Mr. Ed Atwell stated he was the longest-serving member of the Washoe County Regional Communications System, one of twenty agencies that made up the Joint Operating Committee (JOC). He explained until recently the JOC managed the regional radio system. He requested Agenda Item 7 be removed from the agenda because, while he admitted a new system was needed and the proposed system was the best option, there were concerns about the cost of the agreement and how it would be funded. He wanted more time for agencies to review the 755-page contract and explore funding obligations. He alleged the Nevada Department of Transportation would terminate their membership and not contribute to funding the \$15 million infrastructure portion; that would have to be funded by the remaining partners. He noted the JOC was meeting on October 20 to review the agreement and asked for an opportunity to provide recommendations to the Board.

Ms. Vicky Maltman read portions of a letter from United States Secretary of the Interior Ryan Zinke announcing Commissioner Herman's appointment to the Sierra-Front Northwestern Great Basin Resource Advisory Council for a three-year term. She applauded the Commissioner for the appointment. She brought up a resident on Sun Valley Boulevard who moved many large structures onto his property and wondered what the restrictions were for having salvage on one's property. She expressed concern about these items potentially causing damage in a flood.

County Clerk Nancy Parent indicated the next speaker, Ms. Sharon Korn, provided documents which the Clerk distributed to the Commissioners and placed on file. Ms. Korn said the Warm Springs Community Task Force issued a survey to the Palomino Valley and Warm Springs community. The survey resulted in 79 responses and they planned to use the input to work with various fire agencies to ensure citizens were better prepared during fires. She went over some of the questions that were asked and urged the Board to review the comments. She expressed gratitude to the firefighters and support personnel who fought the Pioche Fire as well as to the equestrian center for helping people and animals in need. She said citizens cited a need for more timely official communication and education about defensible space.

Ms. Katherine Snedigar expressed frustration about the leadership's response to the Perry Fire and claimed volunteer firefighters were not allowed to leave their trucks to fight the fire. She wondered why the Sheriff's Office was not called in to keep onlookers away from the fire. She stated the County had a responsibility for the health, safety, and welfare of its citizens.

Ms. Parent mentioned she received an email from Annemarie Grant, which she placed on file.

18-0693 **AGENDA ITEM 5** Announcements/Reports.

Assistant County Manager David Solaro noted Agenda Item 14 would be removed from the agenda and would come back at the October 9 meeting. The State of Nevada Public Works Board had a few requests that needed to be addressed before it came to the Commissioners. He added there was no need for a closed labor session.

Commissioner Herman stated she spoke to a baseball coach who expressed frustration at the lack of wheelchair access at a ballfield in the North Valleys. She suggested offering a service for citizens to call and someone would transport them to the field until a paved sidewalk could be added. She specified this could be done at all ballparks in Golden Valley, Lemmon Valley, and the North Valleys. She mentioned several complaints she received about CAB meetings being used only to hear development items. Finally, she announced the passing of George Newell.

Chair Berkbigler asked for a moment of silence for Mr. Newell. She requested staff look into the resident on Sun Valley Boulevard who was collecting things in front of his house. Mr. Solaro indicated he would take care of that.

CONSENT AGENDA ITEMS – 6A THROUGH 6K6

18-0694 **6A** Approve roll change requests, pursuant to NRS 361.765 and/or NRS 361.768, for errors discovered on the 2015/2016, 2016/2017, 2017/2018 and 2018/2019 secured tax roll and authorize Chair to execute the changes described in Exhibit A and direct the Washoe County Treasurer to correct the error(s). [cumulative amount of decrease to all taxing entities \$4,687.44]. Assessor. (Commission Districts 1, 2 & 5.)

18-0695 **6B** Authorize the Tax Collector to strike names and amounts identified on delinquency/uncollectible Personal Property Tax list for fiscal years 1986-87 through 2015-16, totaling [\$28,961.22]. Comptroller. (All Commissioner Districts.)

18-0696 **6C** Acknowledge receipt of annual report of projected proceeds and expenditures in the account used for the acquisition and improvement of technology in the Office of the County Recorder for FY 2018/19. Recorder. (All Commission Districts.)

18-0697 **6D** Approve an agreement between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (“NSHE”) and Washoe County, by and through Washoe County Regional Animal Services (“WCRAS”) for the period September 25, 2018 through August 31, 2020 to allow WCRAS to use certain NSHE real property when it is not occupied and is otherwise available, for the purpose of providing emergency services and temporary shelter when needed for livestock being evacuated due to wildfires, flooding, or other emergency

situations in the Northern Nevada and California area. Animal Services.
(All Commission Districts).

18-0698 **6E** Accept Registrar of Voters' report of early voting locations and schedule for the 2018 General Election per NRS 293.3561 (2b). Voters.
(All Commission Districts.)

18-0699 **6F1** Adopt a Resolution to temporarily reduce reclaimed water use rates by fifty-percent from the August 2018 billing cycle through the end of the November 2019 irrigation season to encourage improved management practices of reclaimed water irrigation. Community Services.
(Commission District 2.)

18-0700 **6F2** Adopt six Resolutions Accepting Real Property for Use as a Public Street, which pertain to portions of six Official Plats as listed below totaling 18.96 acres and 3.34 linear miles; and if approved, direct the Clerk's Office to record the Resolutions to accept:

(1) A portion of the Official Plat of Woodland Village Phase 20, Subdivision Tract Map 5221, recorded on August 9, 2017 as Document Number 4732916, being: a portion of Village Parkway, Haskell Peak Court, Crystal Peak Court and Granite Court, APN 556-634- 12; containing approximately 3.84 acres and 0.65 linear mile.

(2) A portion of the Official Plat of Monte Vista at the Estates at Mount Rose, Subdivision Tract Map 5174, recorded on August 26, 2016 as document number 4625908, being: Salmon River Court and a portion of Callahan Road; APN 150-502-03; containing approximately 4.14 acres and 0.73 linear mile.

(3) A portion of the Official Plat of Pebble Creek - Unit 7, Subdivision Tract Map 5192, recorded on January 11, 2017 as document number 4669884, being: a portion of Eagle Peak Drive and Anthem Drive, APN 538-222-14; containing approximately 2.75 acres and 0.47 linear mile.

(4) A portion of the Official Plat of Donovan Ranch - Phase 5, Subdivision Tract Map 5203, recorded on May 09, 2017 as document number 4702536, being: Indian Sage Court, a portion of Hacienda Ridge Way, a portion of Desert Chukar Drive, a portion of Vista Park Drive, a portion of Sage Wind Street and Coyote Crossing, APNs 534-633-14 and 534-661- 17; containing approximately 3.83 acres and 0.72 linear mile.

(5) A portion of the Official Plat of Eagle Canyon - Unit 3, Subdivision Tract Map 5209, recorded on May 18, 2017 as document number 4705504, being: a portion of Mallard Crest Drive, Kings Point Drive, Spruce Meadows Drive, Bristol Wells Court and Jordan Meadows Drive, APN 532-225-25; containing approximately 3.42 acres and 0.60 linear mile.

(6) A portion of the Official Plat of Silent Sparrow, Subdivision Tract Map 5212, recorded on June 6, 2017 as document number 4710696, being:

a portion of Big Bird Drive and Avian Drive, APN 532-232-12; containing approximately 0.98 acres and 0.17 linear mile. Community Services. (Commission Districts 2, 4 & 5.)

- 18-0701** **6F3** Approve an Employee Housing Agreement between Washoe County and Mike Furlong (Community Services Department, Operations Division employee) to allow occupancy within the County owned residence located at 2000 Del Monte Lane, Reno, Nevada commencing September 26, 2018. Community Services. (Commission District 1.)
- 18-0702** **6G1** Approve amendments totaling an increase of [\$527.00] in both revenue and expense to the FY19 Assistant Secretary for Preparedness and Response (ASPR) Grant Program, Internal Order 10708 and direct the Comptroller's Office to make the appropriate budget amendments. Health District. (All Commission Districts.)
- 18-0703** **6G2** Approve amendments totaling an increase of [\$6,375.00] in both revenue and expense to the FY19 Nevada Department of Health and Human Services, Division of Public and Behavioral Health in support of the Centers for Disease Control and Prevention (CDC) Public Health Preparedness Program, Internal Order 10713 and direct the Comptroller's Office to make the appropriate budget amendments. Health District. (All Commission Districts.)
- 18-0704** **6H1** Approval of the engagement of Sherman & Howard L.L.C. for the provision of services for bond counsel and special counsel regarding disclosure for the Restructuring of the 2008 Car Rental Fee Revenue Bonds; Replacement of the Nevada Shared Radio System; General Obligation (Limited Tax) Sewer Bonds (State Revolving Fund); and Downtown Master Plan Project. Manager. (All Commission Districts.)
- 18-0705** **6H2** Approve a lease agreement between Washoe County and the Washoe County School District for a mobile home lot in Gerlach, Nevada for modular housing for county employees. Manager. (Commission District 5.)
- 18-0706** **6I1** Acknowledge a Specialty Court General Fund Allocation from the Judicial Council of the State of Nevada to the Reno Justice Court [\$121,014.00 for FY19, no match required], paid in quarterly installments retroactive to July 1, 2018 through June 30, 2019; and direct the Comptroller to make the appropriate budget amendments. Reno Justice Court. (All Commission Districts.)
- 18-0707** **6I2** Acknowledge a DUI Specialty Court grant award from the Judicial Council of the State of Nevada (JCSN) to the Reno Justice Court [\$25,000.00/ no match required], retroactive from July 1, 2018 through

June 30, 2019; and direct the Comptroller to make the appropriate budget amendments. Reno Justice Court. (All Commission Districts.)

- 18-0708** **6J1** Approve additional funding of [\$9,450.53, no match required] from the United States Department of Justice, United States Attorney, Organized Crime Drug Enforcement Task Force (OCDETF) for reimbursement of overtime costs incurred while involved in the investigation of OCDETF Initiative number PA-NV-0307 for the retroactive period of 4/1/2018 - 09/30/2018. Sheriff. (All Commission Districts.)
- 18-0709** **6J2** Approve and authorize Non-County Employee Travel Expenses of approximately [\$1,500.00] for Kathy Geil to provide training on the use of the Integrated Ballistic Identification System (IBIS) and the National Integrated Ballistic Information System (NIBIN) from October 16-20, 2018. Sheriff. (All Commission Districts.)
- 18-0710** **6J3** Authorize the grant application for the 2018 Justice Assistance Grant (JAG) Program Award (CFDA #16.738), Office of Justice Programs, Bureau of Justice Assistance through the Reno Police Department for the anticipated award to the Sheriff's Office of [\$57,681.60, no County match required] to be used for the purchase of Law Enforcement equipment, Law Enforcement related training and travel, and overtime; and approve the Interlocal Agreement between the City of Reno, on behalf of the Reno Police Department, Washoe County, on behalf of the Washoe County Sheriff's Office and City of Sparks, on behalf of the Sparks Police Department for the Management and Disposition of 2018 Justice Assistance Grant (JAG) Program Award. Sheriff. (All Commission Districts.)
- 18-0711** **6K1** Approve an Agreement in Support of Pro-Bono and Low-Cost Legal Services for Elderly between Washoe County and Washoe Legal Services in the amount of [\$111,181] retroactive for the period of July 1, 2018 to June 30, 2019, with the option to be extended for one (1) additional year, and approve necessary resolution for same. Human Services Agency. (All Commission Districts.)
- 18-0712** **6K2** Approve an agreement with the Regional Transportation Commission (RTC) for a Non-Urbanized Paratransit Program to provide for the transportation of senior citizens and people with disabilities in the following amounts: Gerlach [\$12,000] and Incline Village [\$17,000], retroactive to July 1, 2018 through June 30, 2019; and authorize the County Manager to execute the agreement. Human Services Agency. (Commission Districts 1 and 5.)

- 18-0713** **6K3** Approve the 2019 Interlocal Agreement to Use Account for Low-Income Housing Welfare Set-Aside Funds by Washoe County between Washoe County and the Nevada housing Division of the State of Nevada Department of Business and Industry in the amount of [\$137,150.99; no county match required] to provide emergency housing assistance retroactive from July 1, 2018 through June 30, 2021; and direct the Comptroller's Office to make the necessary budget amendments. Human Services Agency. (All Commission Districts.)
- 18-0714** **6K4** Accept a Children's Criminal Justice Act grant from State of Nevada, Division of Child and Family Services (DCFS) in the amount of [\$3,104; no county match required] retroactive to July 1, 2018 through June 30, 2019; direct the Comptroller's Office to make the appropriate budget amendments; and authorize the Director to execute the agreement. Human Services Agency. (All Commission Districts.)
- 18-0715** **6K5** Approve a Federal Title IV-B Subpart 2 grant award from the State of Nevada, Division of Child and Family Services in the amount of [\$58,000; county match \$19,333], retroactive to July 1, 2018 through June 30, 2019 to support adoption promotion and support services; authorize the Agency to execute the sub-grant award and direct the Comptroller's Office to make the necessary budget amendments. Human Services Agency. (All Commission Districts.)
- 18-0716** **6K6** Approve the FY 2018/2019 Differential Response sub award from the Nevada Department of Health and Human Services in the amount of [\$142,545; no County match], retroactive to July 1, 2018 through June 30, 2019 to support Differential Response services to at-risk families in the child welfare system; authorize the Agency to execute the Award and direct the Comptroller's Office to make the necessary budget amendments. Human Services Agency. (All Commission Districts.)

On the call for public comment, Mr. Sam Dehne, speaking on Agenda Item 6E, expressed concern about early voting and stated the media should not report on early voting results.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a 4-0 vote with Commissioner Hartung absent, it was ordered that Consent Agenda Items 6A through 6K6 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 6A through 6K6 are attached hereto and made a part of the minutes thereof.

10:48 a.m. Commissioner Jung made a motion for the block vote but left the meeting prior to the vote.

BLOCK VOTE – 9, 10, 11, 12, 13, and 15

18-0717 **AGENDA ITEM 9** Recommend to accept a Sexual Assault Kit Initiative (SAKI) grant to the District Attorney’s Office in the amount of \$360,114 (no required match), from the State of Nevada Office of the Attorney General (AG) to hire a Full-Time Prosecutor and required training; retroactive from July 25, 2018 through September 30, 2019. Direct the Comptroller to make the necessary budget amendments, authorize Human Resources to create 1 FTE position of a Deputy District Attorney III, and retroactively authorize the District Attorney to sign the grant agreement. District Attorney. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a 3-0 vote with Commissioners Jung and Hartung absent, it was ordered that Agenda Item 9 be accepted, directed, and authorized.

18-0718 **AGENDA ITEM 10** Recommendation to approve the Forensic Support Services Agreements between Washoe County on behalf of Washoe County Sheriff’s Office and Local Law Enforcement Agencies: Sparks Police Department \$489,500; and White Pine County Sheriff’s Office \$25,954 for Forensic Laboratory Analysis Service fees for the retroactive term of July 1, 2018 to June 30, 2019 with a total income of [\$515,454.00]. Sheriff. (All Commission Districts)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a 3-0 vote with Commissioners Jung and Hartung absent, it was ordered that Agenda Item 10 be approved.

18-0719 **AGENDA ITEM 11** Recommendation to approve an Agreement with the nonprofit, Catholic Charities of Northern Nevada in the amount of [\$275,000], retroactive July 1, 2018 to September 30, 2018 in support of the senior nutrition program, including congregate and Meals on Wheels services, in order to implement national best practices and leverage the capacity of a non-profit nutrition services agency. Human Services Agency (All Commission Districts)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a 3-0 vote with Commissioners Jung and Hartung absent, it was ordered that Agenda Item 11 be approved.

18-0720 **AGENDA ITEM 12** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the 2018 Manhole Rehabilitation Project [staff recommends National Coating & Lining Co., in the amount of \$372,707.00]. Community Services. (All Commission Districts)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a 3-0 vote with Commissioners Jung and Hartung absent, it was ordered that Agenda Item 12 be awarded and approved.

18-0721 **AGENDA ITEM 13** Recommendation to approve an Agreement for Professional Consulting Services between Washoe County and Arrington Watkins for the Washoe County Downtown Master Plan Update [in the amount of \$361,156]; and, approve a separate contingency fund [in the amount of \$50,000] for the project. Community Services. (Commission District 3.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a 3-0 vote with Commissioners Jung and Hartung absent, it was ordered that Agenda Item 13 be approved.

18-0722 **AGENDA ITEM 15** Recommendation to award a bid and approve the Agreement to the lowest, responsive, responsible bidder for the Galena Terrace Park Improvement Project [staff recommends Facility Management, Inc. in the amount of \$208,693.98]. Community Services. (Commission District 2.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a 3-0 vote with Commissioners Jung and Hartung absent, it was ordered that Agenda Item 15 be awarded and approved.

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Chair Berkbigler announced there would be a recess since Commissioner Hartung had requested to be present to address several of the remaining items.

10:51 a.m. The Board recessed.

***11:30 a.m. The Board reconvened with all Commissioners present. County Manager John Slaughter assumed his seat on the dais.**

Mr. Slaughter stated he and Commissioner Hartung attended the announcement of a New Deantronics facility that would be moving into the Spanish Springs area. He indicated it was a medical device research and development company that would bring high-tech jobs to the community.

18-0723 **AGENDA ITEM 7** Recommendation to approve the System Purchase Agreement between Washoe County and Harris Corporation, Communications System Segment, in the amount not to exceed [\$26,537,510.68]. If approved, authorize the Purchasing and Contracts Manager to execute the agreement. Technology Services. (All Commission Districts)

IT Manager Quinn Korbolic conducted a PowerPoint presentation, a copy of which was placed on file with the Clerk, and reviewed slides with the following titles: NSRS System Purchase Agreement; NSRS Background (2 slides); NSRS Vendor Selection; NSRS Vendor Negotiations; and NSRS – Washoe County SPA (6 slides).

Mr. Korbolic explained the agreement was part of a statewide effort to replace the current, aging system, and the County was partnering with the Nevada Department of Transportation (NDOT) and Nevada Energy (NVE) to build the new Nevada shared radio system (NSRS). He noted representatives from Harris Corporation and NDOT were available to answer any questions about the process or contract negotiations.

Mr. Korbolic said the County intended to work with the 19 existing regional partners to support radio communication needs in the region. He hoped the new system would illustrate how local governments could work together toward a common goal. He stated County staff had shared as much information as possible with regional partners including information about the request for proposal (RFP) process and cost estimates. He indicated NDOT and NVE had their own purchase agreements, both of which had been approved.

Mr. Korbolic stated the radio system's end-of-life status meant the manufacturer would no longer provide technical support, nor would they manufacture new parts or provide software upgrades. Additionally, the system had reached capacity so if a new user needed to access the system, an agency would have to shuffle around radio IDs. He pointed out the current system included certain urban areas without radio coverage, planned areas without coverage, and areas where coverage was degrading; the new system would alleviate those issues. The NSRS contract, signed by Washoe County, NVE, and NDOT, specified a governance structure and committed the partners to a single vendor to build the system.

Mr. Korbolic explained NDOT produced the RFP, with input from Washoe County and NVE, as well as performed the proposal evaluation process. He stated one of the nine technical reviewers was from the County and one was from the Washoe County School District (WCSD). One of the three cost reviewers was also from the County. He said one representative from the University of Nevada Reno (UNR) participated as an observer. He mentioned the technical review was separate from the cost review and neither team was permitted to discuss details of those evaluations with each other. The scores were then combined and presented to NDOT's selection representative and the decision was made based solely on the scores. Mr. Korbolic added only two vendors responded to the RFP. It was determined that Harris Corporation had the highest score.

Mr. Korbolic indicated all three State partners helped developed a baseline statement of work and then each partner met individually with Harris Corporation to refine the statements and negotiate other contract terms. He said the negotiation process took six months and he felt the resulting agreement was a cost-effective way to meet the needs of Washoe County and its regional and statewide partners.

Regarding the infrastructure and services aspect of the agreement, Mr. Korbolic said the five new green sites were intended to address areas of poor or non-existing radio coverage in the County. He commented the work needed on existing sites could include retrofitting them, replacing generators, or improving electrical systems; these would be determined after the agreement was approved and site evaluations were completed. The cost for this would not exceed \$7,033,222.

Mr. Korbolic mentioned that, by including 5,000 radios in the contract, Harris Corporation was able to provide a favorable volume discount for handheld and mobile radios. The County anticipated regional agencies would take advantage of the discount and purchase radios through the contract. He explained new radios were needed because some of the radios currently in use would not work on the new system. Additionally, radios would need to be replaced every five to eight years. He stated the contract allowed radio purchases for one year beyond the installation of the full statewide system, which was slated for 2024.

Mr. Korbolic said Washoe County had budgeted current fiscal year (FY) capital improvement project (CIP) funds for the initial payments, and the County had a portion of the following fiscal year budgeted as well. He said the County intended to work with regional partners through the Joint Operating Committee (JOC) to cover the remainder by utilizing the Washoe County Regional Communications System's (WCRCs) infrastructure. They would finalize a detailed funding plan, which would be presented to the Board at a later date, and update the existing Interlocal Agreement to build an equitable strategy for operations and infrastructure payments. He added the County sought to facilitate regional partners' purchases of end-user equipment.

On the call for public comment, Truckee Meadows Fire Protection District (TMFPD) Chief Charles Moore remarked JOC Chairman Tracy Moore could not attend

the meeting. On behalf of the Chairman, Chief Moore relayed the WCSD supported the initiative and urged the Board to approve the agreement.

Mr. Ed Atwell stated he had nothing further to add to comments he made earlier in the meeting but he was available for questions.

Mr. Sam Dehne was called but was not present to speak.

Chair Berkbigler remarked she had a discussion with the NDOT representative who was present at the meeting. She noted the period for public comment closed on September 24 and indicated no negative comments were made on the topic.

Commissioner Hartung asked for clarification about the proposed financing of the system and inquired what would happen if better technology and system modifications came along. Mr. Korbolic explained the first payment was made when the contract was signed, another was made when the design review was completed, and a third when installation of system cores began. He noted the County set aside CIP funds for the first payment and identified CIP funds for the second, though they hoped to work with the JOC to use WCRCS funds for the remainder. In the interim, they would work on a finance plan with County staff to determine how to make payments after FY 2021. Regarding Commissioner Hartung's technology question, Mr. Korbolic stated the Project 25 (P25) system was an open radio system standard and the County would implement the latest P25 standard. Commissioner Hartung recalled moving the fire district to an 800 megahertz system and stressed the importance of using the latest technology.

Commissioner Jung asked why the County was financing this and not the State or NVE, both of whom had more money and credit than the County. Mr. Korbolic answered as part of the NSRS agreement, the County, NDOT, and NVE agreed to create their own contracts with the vendor. The cost listed was part of the County's agreement. Responding to Commissioner Jung's queries, Mr. Korbolic stated he did not know how much NVE was paying but NDOT was paying \$55 million. Commissioner Jung pointed out NDOT was a statewide agency and Washoe County, a smaller county, was expected to pay half that.

Mr. Korbolic stated Washoe County only had 11 sites on the current system; NDOT had around 67 and NVE had more than 30. However, everyone in the Washoe County region accounted for over 50 percent of the traffic on the system. A brief discussion ensued where Mr. Korbolic confirmed agencies like Reno, Sparks, and the WCSD did not have an obligation to pay for the system and the County would have to finance it.

Commissioner Jung asked for details about financing the system. Assistant County Manager Christine Vuletich agreed each of the 19 agencies referenced by Mr. Korbolic would share in the cost of the system; if they opted out of the system, the County would be responsible for that share. Commissioner Jung asked which projects would not be funded if CIP funds were used to pay for the system. Ms. Vuletich responded there

was money in the CIP budget specifically for the radio system and explained the Board approved the prioritization process which allocated funds in that way. She said \$750,000 was included in CIP funds, which constituted the first milestone payment and extra money for radio equipment.

When asked by Commissioner Jung to define a green field site, Mr. Korbolic confirmed it was a site that never housed that type of radio transmission equipment. Commissioner Jung asked why the JOC was not consulted earlier for their approval and suggested continuing the item until it reviewed the agreement. She claimed the other agencies had not agreed to the contract yet the County anticipated each of the partners would pay their share. She stated she could not support the item. Ms. Vuletich said they met quarterly with the 19 partners and it had been on the agenda each meeting.

Commissioner Jung asked why they could not continue the item until the JOC gave its approval. Deputy District Attorney David Watts-Vial mentioned he was counsel to the JOC and the Users Committee. He said there was nothing stopping anyone from continuing the item except it would delay the process another month. He confirmed the JOC and Users Committee were updated repeatedly about estimated costs. In response to Commissioner Jung's assertion that a delay of one month would be trivial, Mr. Watts-Vial pointed out snowfall could cause further delays. Commissioner Jung reiterated she did not support the item and wanted it continued to give time for those agencies' policy boards to review the agreement.

Responding to Commissioner Lucey's questions about radios that had been purchased in the past, Mr. Korbolic stated around 400 replacement radios were purchased in 2016 for the Sheriff's Office. Any radios purchased by the County or recommended for purchase by partner agencies would be compatible with the new system. Commissioner Lucey asked where agencies who opted not to join the system could go, to which Mr. Korbolic responded there was no other radio system for them to use. He added any agency could create their own RFP process and build their own radio system.

Commissioner Lucey pointed out that could cause a larger cost exposure since they would not be a part of a larger buying group. He stressed the importance of public safety and noted the County had been working towards this for two years. He mentioned the Nevada Association of Counties often discussed P25 systems and he stated there were no other cost-effective options.

Mr. Korbolic clarified the County had ten existing sites and they would add five new green field sites. Chair Berkbigler asked who owned and performed maintenance on those sites. Mr. Korbolic answered the County performed maintenance and there were various ownership scenarios involved in the sites; some landowners leased their land to the County, some tower owners leased the towers, and the County owned some sites outright.

Chair Berkbigler asked whether the County expected partners to share the cost of the sites or just radio costs. Mr. Korbolic replied that, given the lack of other cost-effective options and the fact that the manufacturer would no longer support the current system, he expected the agencies to participate and pay for the system through a user-fee structure set up in the WCRCS.

Chair Berkbigler asked why UNR had not participated in the negotiations. Mr. Korbolic stated he provided regular information to Mr. Atwell, who had signed up to be an observer in the process. He mentioned he spoke to Mr. Atwell before and after several meetings, offering to provide additional information.

Mr. Lucey inquired where the five new tower sites would be developed. Mr. Korbolic replied one would be placed in Sparks to help a coverage gap near Golden Eagle Regional Park, one at Red Rock Road to help TMFPD coverage, one at Station 18 in Cold Springs to address Reno's StoneGate development, and the other two in the northern portion of the County where there was no coverage. He clarified the two northern sites would be in the Vya area. He mentioned NVE, who owned the building at the Chimney Peak site, volunteered to pay for that site as well as install an additional site to provide coverage for portions of Washoe Valley.

Commissioner Hartung asked what the County currently did in those areas with patchy or no coverage. Mr. Korbolic answered he thought the County owned a substation for the roads department in Vya. The County did research regarding how often the Sheriff's Office travelled to that area. Commissioner Hartung noted he supported the item and felt a delay would not help.

Commissioner Jung agreed the system was a necessity but she felt all partners needed to review the contract. She asked about the interest rate and length of term for the financing plan. Ms. Vuletich said those had yet to be determined but stressed the County wanted to keep payments even and the debt would be structured with that in mind. Partner agencies already paid a user fee and the cost for new radios and the infrastructure component would be added to that.

On motion by Commissioner Lucey, seconded by Commissioner Hartung, which motion duly carried on a 4-1 vote with Commissioner Jung voting "no", it was ordered that Agenda Item 7 be approved and authorized.

18-0724 **AGENDA ITEM 8** Recommendation to approve the multi-year (FY19 - FY23), sole source agreement with Federal Engineering, Inc. for Washoe County Support for Nevada Shared Radio System Land Mobile Radio (LMR) Project Implementation in an amount not to exceed [\$991,092]. If approved, authorize the Purchasing and Contracts Manager to execute the agreement. Technology Services. (All Commission Districts.)

IT Manager Quinn Korbolic stated as the County moved forward with the Nevada shared radio system, staff did not feel the County had the resources to perform

product management, implementation, or technical review of the project. The proposed agreement would allow Federal Engineering to provide those services.

There was no response to the call for public comment.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried on a 4-1 vote with Commissioner Jung voting “no”, it was ordered that Agenda Item 8 be approved and authorized.

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Chair Berkgigler asked to hear Agenda Item 19 next in the event Commissioner Lucey had to leave for a family situation.

PUBLIC HEARINGS

18-0725 **AGENDA ITEM 19** Public hearing: Appeal of the Washoe County Board of Adjustment’s approval of Variance Case Number WPVAR18-0004 (Eekhoff Residence). The project includes a variance 1) to reduce the eastern front yard setback from 30 feet to 20 feet, 2) to reduce the western front yard setback from 30 feet to 20 feet and 3) to reduce the northern side yard setback from 15 feet to 8 feet. The setback reductions are needed to bring a home into conformance with Washoe County Code requirements. The home has already been issued a building permit by Washoe County and is currently under construction.

The Board of County Commissioners may affirm, reverse, or modify the decision of the Board of Adjustment.

The appellant is the Deane S. Shaver 1996 Trust and the applicants and property owners are Todd and Marci Eekhoff. The address is 5545 E. Hidden Valley Drive. The Assessor’s Parcel Number is 051-293-07. The Master Plan Category is Suburban Residential (SR) and the Regulatory Zone is Medium Density Suburban (MDS). The project is located within the Southeast Truckee Meadows Area and within the South Truckee Meadows/Washoe Valley Citizen Advisory Board boundary. The variance request comes under WCC Chapter 110, Article 804, Variances. Community Services (Commission District 2.)

County Manager John Slaughter introduced the public hearing. County Clerk Nancy Parent indicated she received documents from the Eekhoffs, copies of which she distributed to the Board and placed on file.

Planning Manager Trevor Lloyd conducted a PowerPoint presentation, a copy of which was placed on file with the Clerk, and reviewed slides with the following titles: Vicinity Map; Overview; Site Plan; Elevations (2 slides); Rendering; Findings; Site Photo; Grading Requirements; Proposed Change; Proposed Changes; and Possible Motion for Approval.

Mr. Lloyd explained the item was an appeal of a Board of Adjustment (BOA) decision for a variance to reduce setbacks on three sides of the subject property. He pointed out the applicant requested the variance as a result of an error on the application that was not caught by County staff. Referring to the site plan slide, he noted the applicant met the standard medium density suburban (MDS) setback requirements but would encroach on the Hidden Valley MDS requirements.

Commissioner Hartung remarked there were a number of houses in the area that did not meet the Hidden Valley modifier, and he intimated some did not meet standard requirements. Mr. Lloyd displayed a photo and it was determined more than a dozen homes within a quarter mile of the subject property extended into the setback areas. He said those could have been the result of the homes being built before the modifier was put in place or those infractions might not have been caught. He agreed a home encroaching into a setback area was not unique to the subject property.

Mr. Lloyd mentioned the home elevations included few windows as a way to ensure privacy for the adjoining neighbor Mr. Shaver. Mr. Lloyd explained the BOA approved the variance with the condition of including a number of trees to provide screening. He indicated the applicant had brought in a lot of dirt. While the grading issue was not part of the variance request, the County would require the applicant to remove the grading so it would be in compliance with both County Code and area plan modifiers. He felt the applicants had a decent approach for addressing that concern.

Commissioner Hartung wondered if the Board of County Commissioners (BCC) was styled to consider grading or just the setback issue. Mr. Lloyd responded they were only providing the information about grading because there was concern about it. Commissioner Hartung said he was unsure whether the Board could use that information to make a decision.

Chair Berkbigler agreed but said staff could add that requirement. It was the Board's job to decide whether the appeal should be upheld or opposed. She asked whether the applicant's proposed changes would create a ditch for runoff and whether that water would flow into the neighbor's property. Mr. Lloyd confirmed the drainage swale would ensure the water would run into the street. The specifics of the drainage system would be left up to the appellant. He noted the applicant was present with a PowerPoint presentation, as were the appellants.

Deputy District Attorney Paul Lipparelli suggested the appellant had the burden to prove and should be allowed to present first.

Mr. Deane Shaver explained he was a retired general building contractor and a retired professional civil engineer. He stated when he built his house he did it accounting for the 20 foot setbacks, following the slope of the ground. He hoped his neighbors would follow along with the pleasant, country attitude of the neighborhood in alignment with the Hidden Valley modifier. He stated on May 22 he and his wife noticed

the significant grading and the footings of the subject home had just been poured. He asked the Planning Commission (PC) whether the Code had been changed since he retired and Senior Planner Kelly Mullin informed him the setbacks should have been 15 feet and 30 feet. She further informed him to contact Mr. Lloyd since a permit had already been issued. He stated construction was no more than 15 percent complete at that time.

Mr. Shaver indicated he met with Mr. Lloyd and Division Director of Planning and Building Mojra Hauenstein on May 29, who informed him they made a mistake and would take care of it with a variance. He mentioned at the time there were grading issues, which they said would also be addressed with the variance. When he was asked what the applicant could do to appease him, Mr. Shaver requested the stem walls be dropped directly to the original ground, two feet above the bottom of the footings for frost protection. That would require removing the north stem wall and then re-pouring the footings. He felt that was the only solution that would give the applicants everything they wanted. He indicated Mr. Eekhoff said he would not tear anything out.

Mr. Shaver said he wrote a letter to the District Attorney's (DA) office expressing concern about the setbacks and grading, which were not in compliance with the Hidden Valley modifier. In the letter he requested the job be halted until they could resolve the issues and before it became too expensive. He claimed the DA said it was not his problem and it was up to staff. Mr. Shaver said he was then told by Mr. Lloyd that Ms. Hauenstein authorized construction to continue at the owner's risk. Mr. Shaver said the owner was notified there was a problem with the permit on May 24.

Mr. Shaver indicated he disagreed with the BOA's findings, pointing out his lot was identical to Mr. Eekhoff's lot. He built his house to go with the slope. He remarked the applicant's uncle was on the BOA and, though he properly recused himself from voting or discussing the item, it gave the applicant eight weeks to prepare his variance setup. Mr. Shaver said photographs of the construction were taken the day before the hearing to show how much work had been done. He mentioned the BOA cited hardship of the owner as the basis for issuing the variance, but he claimed if construction had been stopped when requested, there would not have been as great a hardship.

Mr. Shaver stated one of the conditions imposed by the BOA's decision was the submittal of a revised grading plan that was in conformance with County Code and the Hidden Valley modifier. Mr. Shaver said he advised Mr. Lloyd to have a professional civil engineer provide a revised site plan to give it more credibility, which the County did. He praised the addition of the swale but said the engineer would not sign his plan in case he was called to be an expert witness in any litigation. He claimed it was impossible to provide a civil site plan that conformed with the County Code and the Hidden Valley modifier because part of the building would be under a no-fill zone. He thought the modifier was put in place to keep the concept of a country life throughout the neighborhood. He summarized the engineer would not sign the design because it would not be able to meet Code.

Mr. Shaver wondered how they could get as much landscaping within the eight feet of setback as was shown on the rendering. He said another condition was planting a minimum of 12 trees of a variety of species including a mix of evergreen and deciduous trees. He pointed out he lost five trees he planted on the property line because they were planted in clay. He commented he read an email that the 12 trees would all be Italian cypress but he thought they would not survive in that area since it received little sun and had poor soil. He stated the conditions set up to allow the variance were not met and the construction did not meet existing Code. He said the variance should be reversed.

Mr. Shaver said if the Board voted against the variance, he suggested the following additional conditions be imposed on the construction: lower all stem walls, allow Mr. Shaver approval of the tree selection, and set up a \$30,000 escrow account to place enhanced landscaping. He assured the Board he did not want the money and the applicant should keep anything he did not use. He noted the house wall was 20 feet high, which was higher than the sound walls located on McCarran Boulevard. He expressed concern about having to shovel snow and ice because of the shade created by Mr. Eekhoff's home. He additionally requested having walls built around the mechanical units on his neighbor's property.

Mr. Jeff Frame, architect of the house, conducted a PowerPoint presentation, a copy of which was placed on file with the Clerk, and reviewed slides with the following titles: Standards; Washoe County Assessor Property Data; Parcel Map for R.S. Cook Family Trust (2 slides); Record of Survey for Link and Helen G. Piazza; Hidden Valley Subdivision No. 1 (2 slides); Site Plan Provided by Frame Architecture, Inc.; Site Notes (2 slides); Drainage Swale Detail; Site Notes; Drainage Swale Detail Retaining Wall; and two photos.

Mr. Frame noted there was nothing in the planning ordinance that referenced the Hidden Valley modifier and added there was nothing on the County Assessor site either. Early maps also did not point to the modifier. He clarified the house was not parallel to the north property line; at its closest it would be 8 feet 3 inches away and the corner with the indoor pool would be 12 feet away. He insisted there was enough room to install proper drainage and landscaping.

Mr. Frame reviewed the drainage swale detail drawing and disputed a claim that the wall would reach 20 feet in height. He stated fill was regulated within the setback and not on the property itself. He mentioned the retaining wall proposal ensured the undertow footing would be compliant by being two feet below the frost depth. He said the existing foundation did not encroach on the eight foot setback.

Mr. Frame admitted no engineers would prepare the revised grading plan because of legal concerns. He acknowledged the suggestion to plant 12 Italian cypress trees but offered to accommodate a mix of evergreen and deciduous trees if Mr. Shaver wished. Lastly, he pointed out there was no Hidden Valley Homeowners Association (HOA) design review board; it had been dissolved in 2002 when the modifier was added

to the County Code. Had the HOA been active, he stated the issue would have been discovered during one of the initial design meetings. He welcomed any questions.

Commissioner Jung asked whether it was true there were no references in the Code to the Hidden Valley modifier. Senior Planner Trevor Lloyd replied Article 212 of the Washoe County Code mentioned it, but he admitted there was no reference to the modifier in Article 306. When asked by Commissioner Jung who was legally responsible to know the requirements for a building's construction, Mr. Lloyd responded it was the responsibility of both the applicant and staff to know the Code and setbacks requirements. He acknowledged in this case it was an error.

Commissioner Jung noted the error was discovered when the house was only 15 percent complete and wondered why construction was not halted at that time. Mr. Lloyd stated Ms. Hauenstein decided not to issue a stop work order since a permit had been issued and the Board of Adjustment was working to rectify the issue.

Commissioner Jung asked whether there was a written policy for the building official to issue a stop work order in the event staff made a mistake. Assistant County Manager Dave Solaro responded stop work orders were typically ordered if there was no building permit or if there was a life-safety issue associated with the property, neither of which was applicable in this case.

Commissioner Jung suggested revising the policy to include the County making a mistake and requested a discussion about that be brought back to the Board. She thought a building official should not have that much latitude without a policy informing the decision. She felt an official stop work order should have been issued before the appellant invested too much money, at least until a decision was rendered.

Property owner Todd Eekhoff requested the opportunity to speak. He stated he was a Hidden Valley resident for 22 years and he purchased the lot in 2013 with the intent to build his dream home. He indicated he submitted the application for a permit in September 2017 and it was rejected a number of times for not meeting Code requirements. He said they redesigned it and a permit was issued in December, with construction beginning in February 2018.

Mr. Eekhoff said he was notified of a problem with the Code on May 24 and he met with Mr. Lloyd, who did not know about the setback requirements before then. He noted he asked whether he had to stop building at that point and was told he should apply for a variance; because he had a permit he could continue to build. He pointed out Mr. Shaver filed a civil lawsuit against him at that point so he hired an attorney, who agreed he could build. He went over some of his expenses, including the purchase of lumber and the interest accruing on his construction loan.

Mr. Eekhoff stated a number of attorneys versed in construction law told him he would likely be granted the variance so he continued to build. He claimed he did not know the grade was unacceptable and took steps to remedy those issues. He pointed

out there was already a good amount of landscaping between the properties and he felt confident Mr. Shaver would not be able to see his house. He stated he had done everything asked of him but he was unsure if he was allowed to finish the house.

Commissioner Hartung stated he appreciated the positions of both sides. He agreed with Commissioner Jung's suggestion and felt the Code was antiquated. He felt design review should be the responsibility of an HOA and the BCC should not have purview over landscaping. He stated the item was an appeal of the BOA's decision and not the Board's responsibility to render a decision on a grading appeal.

Mr. Lipparelli responded the appeal was made after the BOA's decision to approve the variance and the BOA included conditions in its approval that dealt with grading, making it relevant. He agreed the BCC's decision was to uphold, change, or deny the granting of the variance. In response to Commissioner Hartung's question about the BCC's ability to require landscaping approvals or escrow accounts, Mr. Lipparelli said it would be highly unusual to impose conditions of that type when granting, denying, or changing a decision on a setback. He suggested since the parties were already in litigation, they could include promises about landscaping in their resolution. He admitted the Board had the potential to ask staff whether the project was complying with the conditions added to the variance. He said the parties mentioned it but he was not aware whether staff had a position on the matter. He thought perhaps the civil lawsuit was a better forum for the parties to resolve some of their issues rather than having the County broker a deal.

Commissioner Hartung stated the appeal was related to setbacks. He remarked he had asked Mr. Lloyd how often this situation might occur and said it would be not uncommon.

Commissioner Jung acknowledged this was a difficult situation and she asked whether the County still had a contract for neighbor mediation. She explained the County had a neighborhood mediation center when growth was booming and she felt that could be a solution to this problem. She admitted staff made a mistake and the County was culpable but she encouraged the parties to seek mediation and a friendship. She thought it was worth pursuing if there was no longer a program in the County for mediation services.

Commissioner Lucey agreed the conflict was an HOA issue. He stated the County was culpable for not stopping construction when issues with the modifier were discovered but he urged the two parties to work things out. He thought the parties were already coming to some resolutions, such as with the stem wall.

On the call for public comment, Ms. Alexis Motarex with the Nevada chapter of Associated General Contractors (AGC) stated Mr. Shaver approached them since the AGC always advocated for efficiency, accuracy, and fairness. She stated this instance demonstrated none of these. She said County staff made numerous mistakes and the variance was upheld without meeting the necessary criteria. She said the variances

would not have been granted prior to the issuance of the permit since there had been no hardship. She mentioned there was a potential for litigation regardless of what the BCC decided but she urged the Board to grant Mr. Shaver's appeal.

Mr. Derek Allen, owner of DS Allen Construction, stated his company built many homes in the community and he assured the Board there was no malicious intent; no one knew about the Hidden Valley modifiers. He discovered he could not build a retaining wall only a month and a half prior. He stated the two sides were close to a resolution. Since he was granted a permit, he assumed he was right in moving forward with construction because the specialized products had been purchased months in advance. He stressed he enjoyed building in this area.

Ms. Johanne Mattice was called but was not present to speak.

Chair Berkbigler said she could not support directing that a house be torn down and moved four feet. She advised the parties to try to work it out amongst themselves.

Commissioner Hartung expressed sympathy because issues between neighbors were always difficult. He said the Board needed to consider approving or denial the appeal and all other issues were ancillary.

Commissioner Jung stated she would support the variance because she felt the Board did not have the right to make someone move their house four feet and the County had culpability. She encouraged the parties to obtain a mediator and offered to participate if necessary. She hoped to secure funding for neighborhood mediation.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried on a 5-0 vote, it was ordered that the appeal be denied and the approval of Variance Case Number WPVAR18-0004 (Eekhoff Residence) be affirmed. The approval was based on the ability to make the findings required by WCC Section 110.804.25, *Findings*.

18-0726 **AGENDA ITEM 16** Discussion and possible action to do the following: (1) initiate amendments to Washoe County Code Chapter 110 (Washoe County Development Code) concerning cargo containers by specifying standards applicable to the use and placement of cargo containers within a parcel (such as setbacks, size limitations, stacking limits, plumbing fixture limits, location relative to streets and other structures, etc.) and specifying the types of permits required for cargo containers based on factors such as zoning and parcel size, as well as any other amendments necessarily connected therewith and pertaining thereto; and (2) incorporate policy direction related to these amendments to be provided by the Washoe County Board of Commissioners. Community Services. (All Commission Districts.)

Assistant County Manager David Solaro conducted a PowerPoint presentation, a copy of which was placed on file with the Clerk, and reviewed slides with the following titles: What are we discussing?; What is not being discussed; Permitting Today; Background Timeline; Requested Direction to Complete; Board Vision – October 2016; Type of Container; Aesthetic and Placement Standards; Threshold – 1.25-Acre Parcel; and Board Direction.

Mr. Solaro noted this item came before the Board in October 2016. He remarked there was an entire Code section governing the use and placement of cargo containers for residents. Some regulations regarding containers included: they could not contain plumbing fixtures, they could not be stacked, they could not be used as a primary dwelling, and they could not contain electrical wiring without a building permit. He noted there were differences in the regulations based on parcel size.

Mr. Solaro stated he received direction from the Board in 2016 but it was not clear for each Commissioner; details about this could be found in the staff report. He said staff began work on the Board's direction but then had to address a flood and other more pressing issues, so he was back before the Board to ask for the ability to move forward with the process.

Mr. Solaro recommended keeping the screening and painting requirements for cargo containers on all properties 1.25 acres or less. He said the suggestion to eliminate the requirement to place containers 75 feet from all roadways was driven by concerns about corner lots. He also sought input about whether the 1.25 acre threshold was the appropriate size to not require a permit since the feedback in 2016 varied from one acre to five acres. He pointed out there were parcels in the County that were slightly bigger than their neighboring parcel and they would fall on either side of a 1-acre threshold; changing the threshold to 1.25 acres would lessen the probability of that occurring.

Mr. Solaro suggesting properties over 1.25 acres could place a cargo container without a permit, though he added all placement requirements would still need to be met. The placement requirements would be in effect for parcels smaller than 1.25 acres but a permit would also be required.

Commissioner Hartung indicated his property was larger than 1.25 acres but his neighbor's was not. He said cargo containers were often used as tack sheds since they were solid and weathertight, but they were not detached structures since they were movable. They were not real property and did not need to be included in the sale of a property. He opined permits should be required if a citizen wanted to install a foundation or put electrical wiring in a container since that would be required for a storage shed. He had no issue with muted color requirements and thought containers should be in the back lot, though he recognized challenges determining the back lot on larger parcels.

Commissioner Hartung asked whether a citizen could have horses on a half-acre parcel, to which Mr. Solaro replied two horses were allowed on a .5-acre lot.

Commissioner Hartung pointed out he could have 100 horses on his 1-acre lot but could not have a cargo container. He mentioned containers could be used for equestrian purposes. He disagreed that a person on 1.33 acres should be able to have a container without a permit while someone with an acre needed one, but thought they should keep the other restrictions previously mentioned.

Commissioner Lucey asked how people applied for permits for containers on their properties. Mr. Solaro said the plan was for people to present a site plan showing where the container would be placed along with the location of the setbacks. Staff was also trying to be cognizant of people who did not want cargo containers in their neighborhoods at all, which was why they considered screening and muted coloring. He said based on some of suggestions already made by the Commissioners, he posed the idea of not requiring a permit at all but imposing more requirements for all properties. Staff had to weigh the concern of permits taking too long against the feedback heard from neighborhoods that containers needed to be regulated on smaller lots.

Mr. Solaro clarified cargo containers were currently required to be 75 feet from all roadways but staff's recommendation was to eliminate that provision. Commissioner Lucey agreed since Washoe County did not utilize a grid system for properties. He agreed with the restriction about muted colors.

Commissioner Herman said she considered cargo containers as personal property and they could be moved like travel trailers. She thought Covenants, Conditions & Restrictions (CC&Rs) should address new construction so the County did not need to address that. She felt lot size should not restrict the ability to place a container and she did not feel they needed to be painted a muted color. She expressed concern about having too many restrictions on containers and said there would not be room to place one on a quarter of an acre.

Mr. Solaro asked for direction about the number of containers, noting the proposal was to allow one per acre or portion thereof. Commissioner Hartung asked whether he could buy three storage sheds if they were each less than 200 square feet and Mr. Solaro said he could. Commissioner Hartung said they should restrict the containers to the back of the parcel. He clarified he only wanted muted colors for smaller lot sizes. He emphasized people used containers for storage. He agreed that CC&Rs and HOAs would address a number of these issues. He reiterated cargo containers were mobile though he acknowledged it would be a different situation if someone tied one to a pad as a permanent structure. He compared a container to an RV that did not travel and was used for storage. He encouraged restricting them on parcels less than a half an acre and only in areas where equestrian uses were allowed; permits should be necessary in places where equestrian uses were not allowed.

Commissioner Jung noted the City of Reno's Planning Commission denied any accessory dwelling units and felt the County should be open to allowing those types of containers as dwellings. She directed staff to review best practices. She

expressed resistance to enforcing a color scheme for containers and reiterated her desire to consider utilizing cargo containers to address the housing crisis.

Deputy District Attorney Paul Lipparelli pointed out CC&Rs were available for people to police each other but they were not a tool the County could use. He mentioned the intent of the item was to take the Board's direction and work with the District Attorney to create the language for an ordinance. He stressed the Board should give its most concrete direction so when the ordinance returned for introduction it said what the Board wished it to say; otherwise they would have to restart the process.

Chair Berkbigler opined there should not be any controls on containers unless they were tied down and intended to be used as dwelling units. Using them as storage was no different than buying a storage shed.

Commissioner Lucey asked what staff recommended about setbacks. Mr. Solaro recommended they handle setbacks much like any other accessory structures. He mentioned a concern about placing one in a stream zone but he felt confident they could craft language about that. Without a permit, this would be a complaint-driven process. He pointed out there was a concern about residents with smaller lots not even knowing some of those nuances.

Commissioner Lucey agreed there were drainage concerns with residents in the east side of Washoe Valley. He expressed concern about stacking cargo containers, to which Mr. Solaro said staff recommended disallowing stacking except in commercial or industrial zoning.

Commissioner Herman said the City of Reno was sued when they regulated containers and lost. She cautioned against overregulation.

Mr. Solaro mentioned residents in neighborhoods with smaller lots raised objections to having containers in their neighborhoods at all. He said staff had to balance the concerns of people who wanted cargo containers and people who did not.

Commissioner Hartung commented a permit was given for a detached accessory dwelling and neighbors did not like it. He felt like many of these issues could be handled as civil disputes and stated the Board did not always have to give deference to every complaint.

On the call for public comment, Ms. Vicky Maltman expressed concern about the County feeling they had to take care of her and about the responsiveness of the Washoe 311 service. She said most people did not know she had a cargo container on her property. She expressed frustration that people who lodged complaints did not have to give their name and she felt consensus was clearly established in 2016 to leave the topic of cargo containers alone.

Ms. Katherine Snedigar read a section of the Washoe County Code and said the County did not have the authority to regulate a citizen's property. He told a story about a neighbor who received a violation for his cargo container even though he had a permit when another neighbor lodged a complaint. She felt staff did not apply the part of the Code about exceptions to outdoor storage provisions.

Commissioner Hartung said some staff believed if something was not mentioned in the Code it should not be allowed but he disagreed. He stated he would rather see a cargo container than junk. He thought there must have been some disconnect if the previously mentioned gentleman had a permit but was cited for a violation.

Commissioner Hartung suggested Mr. Solaro compile the Board's thoughts and return to the Board prior to a first reading of the ordinance. Mr. Solaro agreed to that. Commissioner Jung suggested meeting with Commissioners privately.

Mr. Lipparelli suggested the Board make a motion since the drafting of an ordinance could not be initiated without one. He also asked whether the Board wanted to initiate the drafting of an ordinance now or after the aforementioned discussion. Commissioner Hartung clarified he wanted it done after so the Board could determine if the language captured the intent of the Board's direction.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried on a 5-0 vote, it was ordered that staff return with language for the Board of County Commissioners to review prior to the first reading of an ordinance.

18-0727 **AGENDA ITEM 17** Public Hearing: Master Plan Amendment Case Number WMPA18-0005 and Regulatory Zone Amendment Case Number WRZA18-0005 (Mario Road) - Affirm, reverse, or modify the Washoe County Planning Commission's recommendation of approval for this item and, if approved:

- (1) Adopt an amendment to the Washoe County Master Plan, Verdi Area Plan to adjust the boundaries of the existing Rural Residential (RR) and Suburban Residential (SR) master plan categories, by swapping the categories (0.49 acres) applicable to two portions of the property; and
- (2) Similarly swap the current regulatory zones of 0.49 acres of Low Density Suburban (LDS) (1 dwelling/acre) to High Density Rural (HDR) (1 dwelling/2.5 acres), and 0.49 acres of property of High Density Rural (HDR) to Low Density Suburban (LDS); and
- (3) Authorize the Chair to sign the two resolutions to adopt the amendments to the Verdi Area Plan Map and Regulatory Zone Map, after a determination of conformance with the Truckee Meadows Regional Plan by the Truckee Meadows Regional Planning Commission. Wei Yang is the property owner; Rubicon Design Group is the applicant's representative. There are three parcels associated with these amendments, APN: 038-656-08 (4.7 acres); APN: 038-560-29 (2.16 acres); APN: 038-560-28 (4.52 acres). The subject parcels are located off of Erminia Road

and Mario Road. They are situated within the Verdi Area Plan, and the West Truckee Meadows/Verdi Township Citizen Advisory Board boundaries. Community Services. (Commission District 5.)

County Manager John Slaughter introduced the public hearing.

Community Services Department Planner Christopher Bronczyk conducted a PowerPoint presentation, a copy of which was placed on file with the Clerk, and reviewed slides with the following titles: WMPA18-0005, WRZA18-0005 – Mario Road; Vicinity Map; Master Plan Category Map; Regulatory Zone Amendment Map; Compatibility; Citizen Advisory Board; Notice; Recommendation; and Motion.

Mr. Bronczyk clarified the amendment would impact roughly 11 acres in the Verdi area plan. He emphasized no new master plan categories, regulatory zones, or density increases were being proposed.

Commissioner Hartung confirmed this was a straight density transfer and asked whether there were any flooding issues associated with the parcel. Derek Wilson with the Rubicon Design Group stated there were no flooding issues; the item was intended to rationalize the zoning by shortening road lengths and eliminating flag lots. He indicated the applicant was allowed 12 units and he expected there would be 11 in the final design.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 17 be approved.

18-0728 **AGENDA ITEM 18** Public Hearing: Discussion to initiate a master plan amendment to the Warm Springs Specific Plan to eliminate “Appendix G - Financing Plan”. The financing plan was meant to serve as the mechanism for funding a variety of community infrastructure items in the Warm Springs Specific Plan Area over time, including roads, community water or sewer services and limited recreation (parks) and fire and police protection. Since 1995, when the plan was adopted, it has required developers to pay fees to the county for future use in the construction of the infrastructure based on a formula per unit. As of April of 2018, [around \$800,000] had been collected under the financing plan. Community Services (Commission District 5.)

County Manager John Slaughter introduced the public hearing.

Commissioner Herman disclosed she worked as a real estate professional with emphasis on rural properties and she still worked in that field. She mentioned 17 years ago she represented Warm Springs developers including people involved in the

Newell lawsuit against the County, for which she received commissions. She stated she made the disclosure on advice from legal counsel but she intended to participate in the Board's consideration of Agenda Item 18. The Board's consideration of the amendment to the Warm Springs Specific Plan arose from a discussion about the Newell lawsuit but it was not required by any settlement or court order. She stated the amendment would affect all property owners in the area equally and it would not burden or benefit any individual members. She said the commissions she earned years ago would not affect her consideration and she had not represented any Newell case plaintiffs since taking office. She concluded she would not receive payment for passage or failure of the item.

On the call for public comment, Ms. Susan Ambrose, representing the Warm Springs Community Task Force, said it recommended the amendment, but she requested a building moratorium be placed on the Warm Springs Specific Plan Area (SPA) while the financing plan was being finalized. She commented developers would have no guidelines regarding road requirements, fees, or road maintenance without a completed finance plan in place, nor would there be building finance mechanisms in place or staff available to oversee building compliance. She explained the finance plan was added to the area plan in 1995 but no revisions had been made since; she thought it needed to be updated to serve its original purpose of maintaining large lot sizes compatible with agriculture and ranching. She offered condolences to the Newell family. She presented documents which were distributed to the Board and placed on file with the Clerk.

Mr. Donald Otto also provided documents which were distributed to the Board and placed on file with the Clerk. He stated the roads and infrastructure within the SPA were not constructed according to the County's plan requirements. He referenced a recent developer who received approval to develop 2.5 and 5 acre lots without making the required road and infrastructure improvements. He thought this would impact Ironwood Road and it would create a safety hazard at the intersection with Pyramid Highway. He felt Ironwood Road should be widened, straightened to improve visibility, and paved to County standards, and suggested lowering the speed limit on Pyramid Highway near Ironwood Road.

Ms. Sharon Korn, also with the Task Force, stated a survey of residents and homeowners of the SPA was conducted; around 90 responses were received. She read several comments which expressed concerns about light pollution, noise pollution, water quality, congestion, and the length of time since the Specific Area Plan had been updated. She requested the Warm Springs and Special Area Plans be reopened to consider how they will be funded and a moratorium on new development be instituted.

Ms. Katherine Snedigar said the houses in the SPA were located in a flood zone and expressed concern about flood waters contaminating aquifers. She faulted the County for not mandating those houses be built two to four feet above grade pursuant to the Warm Springs Specific Area Plan. She agreed a moratorium should be instituted.

Mr. Larry Johnson, President of the Palomino Valley General Improvement District (PVGID), indicated the PVGID maintained 95 miles of roadway within the Palomino Valley area. He proposed the monies collected by the County could be awarded to the PVGID to design and construct proposed improvements in the SPA. He pointed out certain developers built and sold homes by serial parcel mapping but the infrastructure was not built. He claimed the amount collected by the developers was insufficient to design and construct roadways to County standards, but those funds could have been used to improve drainage and road surfaces so residents did not have to drive on inadequate roads. He encouraged the Board not only to eliminate the financing plan but to revise the Special Area Plan.

Chair Berkgigler asked whether there was any money in the plan that was not tied up in litigation. Senior Planner Trevor Lloyd replied the County collected roughly \$800,000 and the money had not yet been refunded; they were in the process of making determinations on the list of property owners and refunds would happen shortly.

Chair Berkgigler asked whether the refunding was part of the settlement for litigation. Deputy District Attorney Paul Lipprelli answered there was no formal settlement. He explained the Board directed that refunds be made in a certain way to certain people and that process was underway. He felt the litigation could probably be dismissed once that was complete.

Commissioner Herman stated the original plan was good but it was not followed. She stated that, even though the court decided differently, the contract outlined a plan to return money to those who paid at the time the infrastructure was not constructed. She felt those who paid money should get it back. She stated Mr. Newell had requested if he did not receive money back, it should at least be used to fund a fire station in the area.

Chair Berkgigler stated the repayment of funds was not part of the staff report; the item was about a change to the master plan. Commissioner Herman pointed out they were making a change to the financial aspect of the plan.

Commissioner Hartung asked what would happen if someone bought an associated piece of property in the period of time between the Board initiating action to refund money and that action getting legally recorded. Deputy District Attorney Paul Lipprelli answered people would have the obligation of making a development agreement and paying fees while the plan was in effect. He said in the event the financing plan was removed, the County would have to hold those fees and refund them to the people entitled to them. He pointed out a flaw in the plan was expecting developers to be incentivized to develop the high-density lots in the center of the plan area and the money generated from those would fund the spine roads. That money was not available for developers to use as reimbursement for building their portions of the spine roads. Another flaw was no timeframe was contemplated and the issue could go on forever. The Board's decision was whether to initiate the process for the amendment of the master plan to

remove the financing plan. He said issues about refunds and lawsuits were independent of that decision.

Commissioner Hartung asked whether the Board had the ability to place a moratorium on building as recommended during public comment. Mr. Lipparelli replied they could not consider that on this agenda, though they could add it to a future agenda for discussion. He noted the Commissioner asked for legal advice about accomplishing a moratorium and said the Board could consider imposing a moratorium at a future meeting after being briefed on moratorium law.

Commissioner Hartung asked who owned Ironwood Road and the spine roads referred to by Mr. Lipparelli. Assistant County Manager David Solaro responded the roadways were under the purview of the PVGID. He asked whether the County had the ability to tell a developer they had to upgrade or widen a road when approving development in that area. Mr. Solaro answered the practice had been to allow the PVGID to review partial maps since they were the ones operating and maintaining the roads.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried on a 4-1 vote with Commissioner Herman voting “no”, it was ordered that a Master Plan Amendment be initiated to the Warm Springs Specific Plan to eliminate “Appendix G - Financing Plan” by adopting Resolution Number R18-054. The Resolution pertinent to Agenda Item 18 is attached hereto and made a part of the minutes thereof.

18-0729 AGENDA ITEM 21 Public Comment.

There was no response to the call for public comment.

18-0730 AGENDA ITEM 22 Announcements/Reports.

Commissioner Hartung mentioned he and County Manager John Slaughter attended the unveiling of the New Deantronics company and said small to medium-sized businesses like this one would have a huge impact on the regional economy. The company would invest \$40 million in the construction of their building and the business would bring more than 200 new jobs into the community.

Commissioner Jung asked staff to research the best practices of boards such as the Board of Adjustment and the Planning Commission, which were comprised of unelected officials. She said voters had no way of influencing those boards. Additionally she mentioned the use of character statements when devising area plans, which she said gave the false promise of following those statements into perpetuity. She asked staff to research the best practices regarding land use planning.

* * * * *

2:43 p.m. There being no further business to discuss, the meeting was adjourned without objection.

MARSHA BERKBIGLER, Chair
Washoe County Commission

ATTEST:

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

Minutes Prepared by:
Derek Sonderfan, Deputy County Clerk

RESOLUTION**A RESOLUTION TO TEMPORARILY REDUCE RECLAIMED WATER USE RATES BY FIFTY-PERCENT**

WHEREAS, it is a Washoe County Strategic Objective to provide effective stewardship of our community resources based on its ability to deliver quality services efficiently. This objective can be obtained by identifying and implementing actions that will be able to continue to increase quality and service levels for reclaimed water customers; and

WHEREAS, the County seeks to continue its commitment to increase customers' ability to effectively manage their use of reclaim water by providing an opportunity to significantly utilize additional quantities of reclaimed water for the benefit of landscaping without having a negative financial impact via a resolution to temporarily reduce reclaimed water irrigation service rates by fifty-percent for a period from August 2018 through the end of the irrigation season in November 2019; and

WHEREAS, Washoe County Ordinance No. 1535 has established a schedule of rates and charges in Article 4 for reclaimed water irrigation services and Article 1.6 provides for temporarily suspending or modifying portions of the provisions of this ordinance for special circumstances for a defined period of time; and

WHEREAS, to continue Washoe's commitment to enhance reclaim water quality for the benefit of other things but including landscaping in the South Truckee Meadows, the County has contracted for an agronomic study with One Water Consulting of how reclaimed water interacts with the native soils which has a direct influence on the growth rates of certain landscaping; and

WHEREAS, the preliminary recommendations of this study, dated June 4th, 2018, have indicated that beneficial effects on plant health and soil quality are achieved through periodic increased use or "flushing" of the soils; and

WHEREAS, the County continues its commitment to encourage customers in managing their reclaimed water usage for landscaping most effectively and therefore the County is proposing to reduce reclaimed water irrigation rates by fifty-percent for a period from August 2018 through November of 2019; and

18-0699

WHEREAS, the County has sufficient cash reserves in Utility Fund 566 to offset any potential loss of revenue from these temporarily reduced rates and now; therefore be it

RESOLVED, by the Board of Commissioners of Washoe County to support the temporary reduction of reclaimed water rates by fifty-percent for a period from August 2018 through November 2019, and authorize staff to make the billing adjustments.

This resolution is effective on passage and approval.

Adopted this 25th day of September, 2018 by the following vote:

Ayes: BERKBIGLER, JUNG, LUCEY, HERMAN

Nays: _____

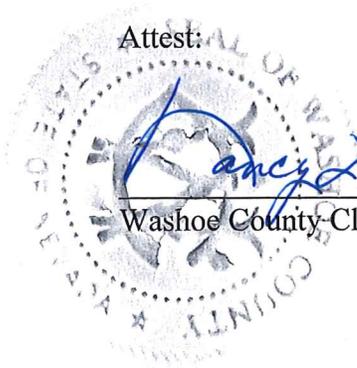
Absent: HARTUNG

Abstain: _____

Marsler Borkbighler
Chair,
Washoe County Commission

Attest:

Nancy L. Paul
Washoe County Clerk



APN: 556-634-12

*When recorded return to:
Washoe County Community Service Dept.,
Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520*

R18-062

RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A portion of Official Plat of Woodland Village Phase 20
Subdivision Tract Map No. 5221)

The Official Plat of Woodland Village - Phase 20, Tract Map No. 5221, Section 09, Township 21 North, Range 18 East, MDM, Document No. 4732916 recorded August 09, 2017, as described and shown on Exhibit "1" (a copy is attached and is incorporated by reference).

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, the right of way for a portion of Village Parkway, Haskell Peak Court, Crystal Peak Court and Granite Court, as shown on attached Exhibit "1", was offered for dedication by Official Plat of Woodland Village - Phase 20, Subdivision Tract Map No. 5221, Document No. 4732916 recorded August 09, 2017; and

WHEREAS, said offer of dedication was rejected by the Director of Planning and Development because said road was not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected the offer of dedication shall be deemed to remain open and the governing

18-0700

body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

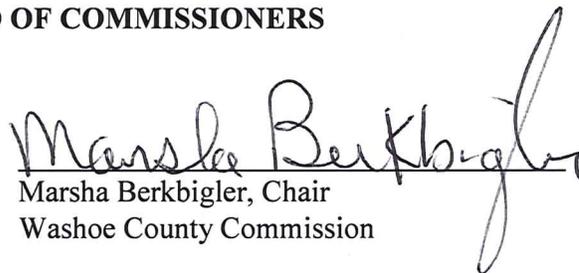
WHEREAS, said streets have been inspected and constructed and now meet current County standards; and

WHEREAS, said streets are necessary for public access; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said streets.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that a portion of Village Parkway, Haskell Peak Court, Crystal Peak Court and Granite Court as shown on attached Exhibit "1", as portion of the Official Plat of Woodland Village - Phase 20, Subdivision Tract Map No. 5221 (as shown on Exhibit "1", a copy is attached and is incorporated by reference) is hereby accepted.

WASHOE COUNTY BOARD OF COMMISSIONERS


Marsha Berkgigler, Chair
Washoe County Commission

Dated: 9-25-18

ATTEST:


Nancy Parent,
Washoe County Clerk

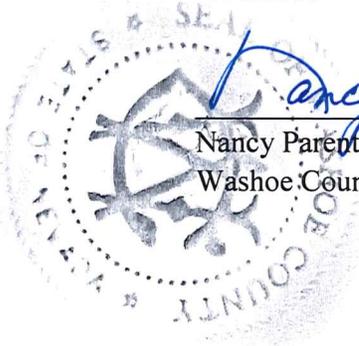
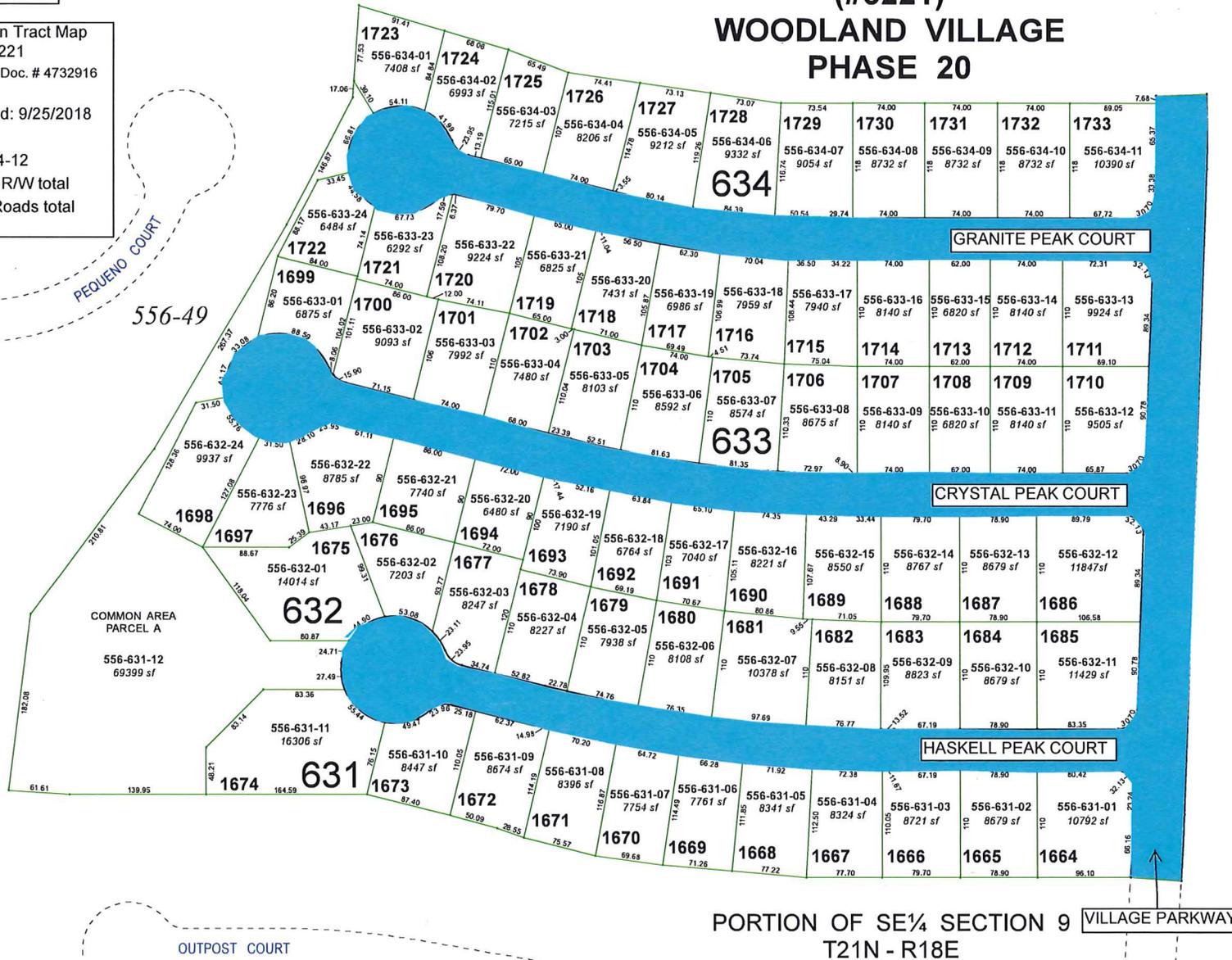


EXHIBIT 1

Subdivision Tract Map
5221
Filed 8/09/2017 Doc. # 4732916

Date Accepted: 9/25/2018
Exhibit 1
APN: 556-634-12
3.84 acres of R/W total
0.65 mile of Roads total

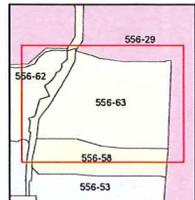
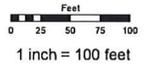
**(#5221)
WOODLAND VILLAGE
PHASE 20**



Assessor's Map Number
556-63

STATE OF NEVADA
**WASHOE COUNTY
ASSESSOR'S OFFICE**
Michael E. Clark, Assessor

1001 East Ninth Street
Building D
Reno, Nevada 89512
(775) 328-2231



created by: SR 08/31/2017
last updated:

area previously shown on map(s)
556-29, 556-39, 556-49

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated herein.

APN: 150-502-03

*When recorded return to:
Washoe County Community Services Dept.,
Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520*

R18-063

RESOLUTION ACCEPTING REAL PROPERTY

FOR USE AS A PUBLIC STREET

(A portion of Official Plat of MONTE VISTA AT THE ESTATES AT MOUNT ROSE

Subdivision Tract Map No. 5174)

The Official Plat of Monte Vista at the Estates at Mount Rose, Tract Map No. 5174, Section 35, Township 18 North, Range 19 East, MDM, Document No. 4625908, recorded on August 26, 2016, as described and shown on Exhibit "1" (a copy is attached and is incorporated by reference).

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets;
and

WHEREAS, the right of way for Salmon River Court and a portion of Callahan Road as shown on attached Exhibit "1", was offered for dedication by Official Plat of Monte Vista at the Estates at Mount Rose, Tract Map No. 5174, Document No. 4625908, recorded on August 26, 2016; and

WHEREAS, said offer of dedication was rejected by the Director of Planning and Development Division because said road was not constructed to Washoe County standards;
and

18-0700

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected the offer of dedication shall be deemed to remain open and the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

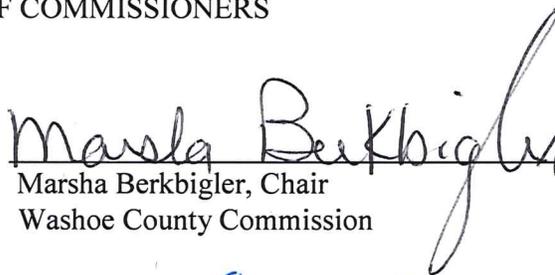
WHEREAS, said streets have been inspected and constructed and now meet current County standards; and

WHEREAS, said streets are necessary for public access; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said streets.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that Salmon River Court and a portion of Callahan Road as shown on attached Exhibit "1", as portion of the Official Plat of Monte Vista at the Estates at Mount Rose, Tract Map No. 5174, (as shown on Exhibit "1", a copy is attached and is incorporated by reference) is hereby accepted.

WASHOE COUNTY BOARD OF COMMISSIONERS


Marsha Berkbigler, Chair
Washoe County Commission

Dated: 9-25-18

ATTEST:


Nancy Parent
Washoe County Clerk

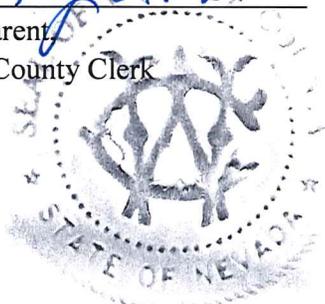


EXHIBIT 1

(#5174)
MONTE VISTA AT
THE ESTATES AT MOUNT ROSE
 A COMMON INTEREST COMMUNITY
 POR. OF NORTH ½ SECTION 35
 T18N - R19E

Subdivision Tract Map
 # 5174
 Filed 8/26/2016 Doc. # 4625908
 Date Accepted: 9/25/2018
 Exhibit 1
 APN: 150-502-03
 4.14 acres of RW total
 0.73 mile of Roads total

Assessor's Map Number
150-50

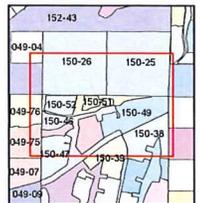
STATE OF NEVADA
WASHOE COUNTY
 ASSESSOR'S OFFICE
 Michael E. Clark, Assessor

1001 East Ninth Street
 Building D
 Reno, Nevada 89512
 (775) 328-2231



Feet
 0 100 200 300 400

1 inch = 400 feet



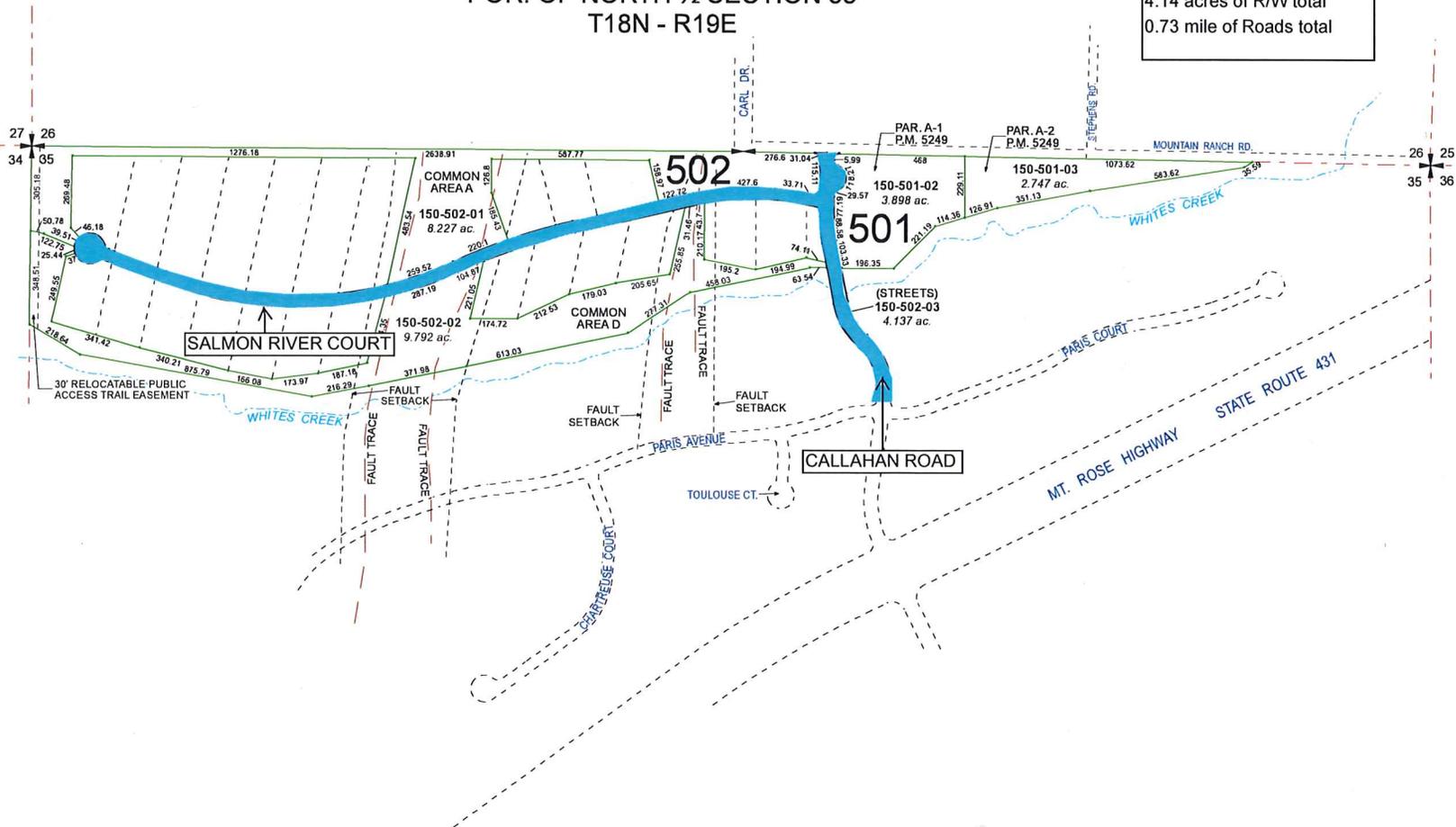
created by: **EMG 9/6/2016**

last updated: **EMG 9/8/16**

area previously shown on map(s)

150-46

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.



APN: 538-222-14

*When recorded return to:
Washoe County Community Services Dept.,
Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520*

R18-064

RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A portion of Official Plat of PEBBLE CREEK SUBDIVISION UNIT 7
Subdivision Tract Map No. 5192)

The Official Plat of Pebble Creek - Unit 7, Tract Map No. 5192, Section 14, Township 21 North, Range 20 East, MDM, Document No. 4669884, recorded on January 11, 2017, as described and shown on Exhibit "1" (a copy is attached and is incorporated by reference).

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, the right of way for a portion of Eagle Peak Drive and Anthem Drive as shown on attached Exhibit "1", was offered for dedication by Official Plat of Pebble Creek - Unit 7, Subdivision Tract Map No. 5192, Document No. 4669884, recorded on January 11, 2017; and

WHEREAS, said offer of dedication was rejected by the Director of Planning and Development because said road was not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected the offer of dedication shall be deemed to remain open and the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

18-0700

WHEREAS, said streets have been inspected and constructed and now meet current County standards; and

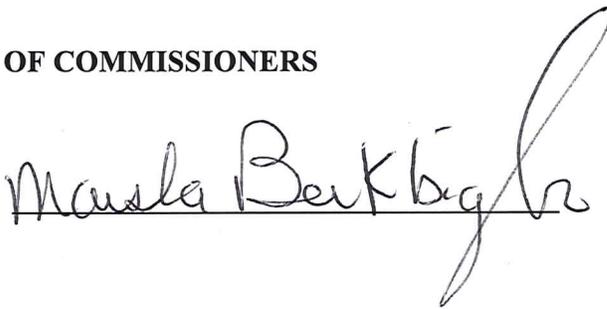
WHEREAS, said streets are necessary for public access; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said streets.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that Eagle Peak Drive and Anthem Drive as shown on attached Exhibit "1", as portion of the Official Plat of Pebble Creek - Unit 7, Subdivision Tract Map No. 5192, (as shown on Exhibit "1", a copy is attached and is incorporated by reference) is hereby accepted.

WASHOE COUNTY BOARD OF COMMISSIONERS

Marsha Berkbigler, Chair
Washoe County Commission



Dated: _____
ATTEST:

9-25-18

Nancy Parent,
Washoe County Clerk

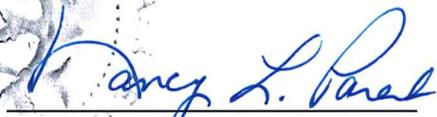
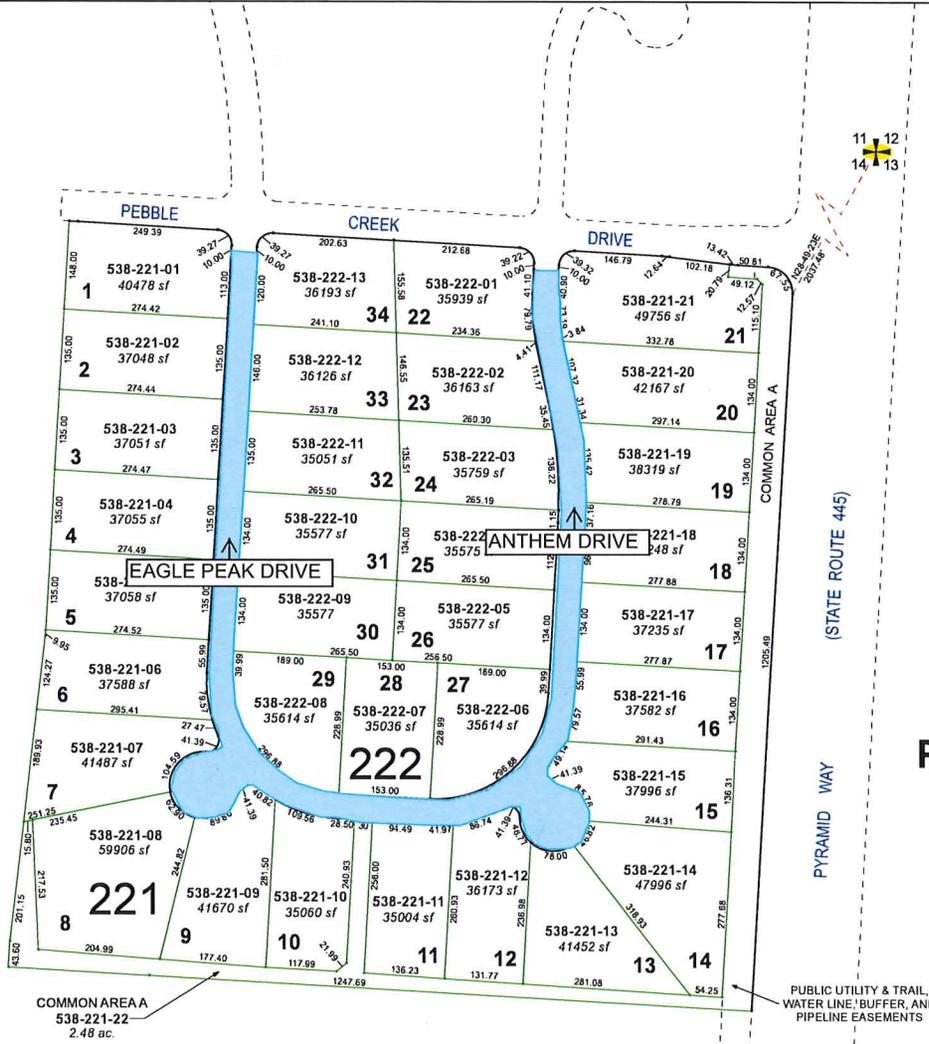


EXHIBIT 1

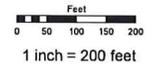


Subdivision Tract Map
5192
Filed 1/11/2017 Doc. # 4669884
Date Accepted: 9/25/2018
Exhibit 1
APN: 538-222-14
2.75 acres of R/W total
0.47 mile of Roads total

**(#5192)
PEBBLE CREEK - UNIT 7
PORTION OF E 1/2 SECTION 14
T21N - R20E**

Assessor's Map Number
538-22

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
Michael E. Clark, Assessor
1001 East Ninth Street
Building D
Reno, Nevada 89512
(775) 328-2231



1 inch = 200 feet



created by: JMO 1/23/2017
last updated: _____
area previously shown on map(s)
538-17

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

APN: 534-661-17 and 534-676-07

*When recorded return to:
Washoe County Community Services Dept.,
Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520*

R18-065

RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A portion of Official Plat of Donovan Ranch - Phase 5
Subdivision Tract Map No. 5203)

The Official Plat of Donovan Ranch – Phase 5, Tract Map No. 5203, portion of sections 23 and 24, Township 21 North, Range 20 East, MDM, Document No. 4702536 recorded May 09, 2017, as described and shown on Exhibits “1A” and “1B” (a copy is attached and is incorporated by reference).

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, the right of way for a portion of Indian Sage Court, a portion of Hacienda Ridge Way, a portion of Desert Chukar Drive, a portion of Vista Park Drive, a portion of Sage Wind Street and Coyote Crossing as shown on attached Exhibits “1A” and “1B”, was offered for dedication by Official Plat of Donovan Ranch – Phase 5, Tract Map No. 5203, portion of sections 23 and 24, Township 21 North, Range 20 East, MDM, Document No. 4702536 recorded May 09, 2017; and

WHEREAS, said offer of dedication was rejected by the Director of Planning and Development because said road was not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected the offer of dedication shall be deemed to remain open and

18-0700

the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

WHEREAS, said streets have been inspected and constructed and now meet current County standards; and

WHEREAS, said streets are necessary for public access; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said streets.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that a portion of Indian Sage Court, a portion of Hacienda Ridge Way, a portion of Desert Chukar Drive, a portion of Vista Park Drive, a portion of Sage Wind Street and Coyote Crossing as shown on attached Exhibits "1A" and "1B", as portion of the Official Plat of Donovan Ranch – Phase 5, Subdivision Tract Map No. 5203 (as shown on Exhibit "1A" and "1B", a copy is attached and is incorporated by reference) is hereby accepted.

WASHOE COUNTY BOARD OF COMMISSIONERS


Marsha Berkbigler, Chair
Washoe County Commission

Dated: 9-25-18

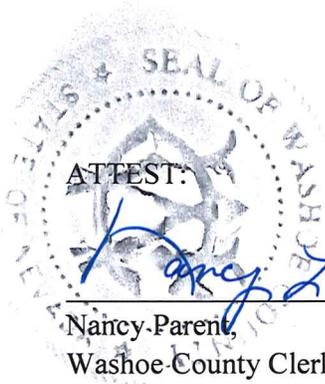
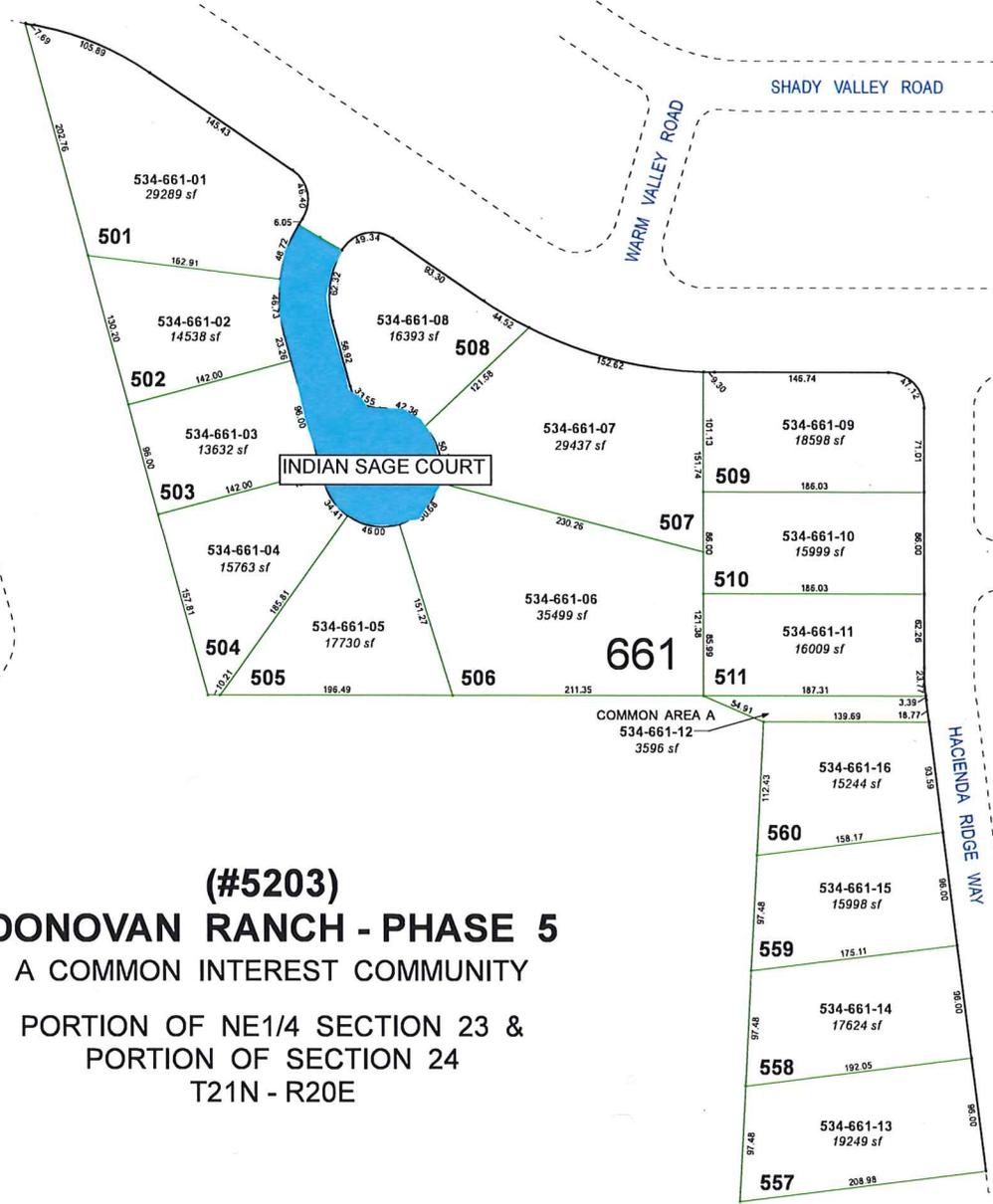


EXHIBIT 1A

PARADISE VIEW DRIVE



(#5203)
DONOVAN RANCH - PHASE 5
 A COMMON INTEREST COMMUNITY
 PORTION OF NE1/4 SECTION 23 &
 PORTION OF SECTION 24
 T21N - R20E

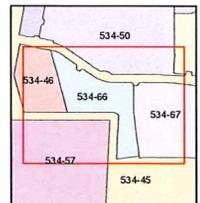
Subdivision Tract Map
 # 5203
 Filed 5/09/2017 Doc. # 4702536
 Date Accepted: 9/25/2018
 Exhibit 1A, 1B
 APN: 534-633-14 and
 534-661-17
 3.83 acres of R/W total
 0.72 mile of Roads total

Assessor's Map Number
534-66

STATE OF NEVADA
WASHOE COUNTY
 ASSESSOR'S OFFICE
 Michael E. Clark, Assessor
 1001 East Ninth Street
 Building D
 Reno, Nevada 89512
 (775) 328-2231



Feet
 0 25 50 75 100
 1 inch = 100 feet



created by: SR 05/30/2017
 last updated: _____
 area previously shown on map(s)
 534-45

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

EXHIBIT 1B

VALLEY SAGE DRIVE

(#5203) DONOVAN RANCH - PHASE 5 A COMMON INTEREST COMMUNITY

PORTION OF NE1/4 SECTION 23 & PORTION OF SECTION 24 T21N - R20E

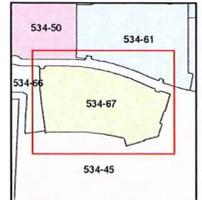
Assessor's Map Number
534-67

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
Michael E. Clark, Assessor

1001 East Ninth Street
Building D
Reno, Nevada 89512
(775) 328-2231

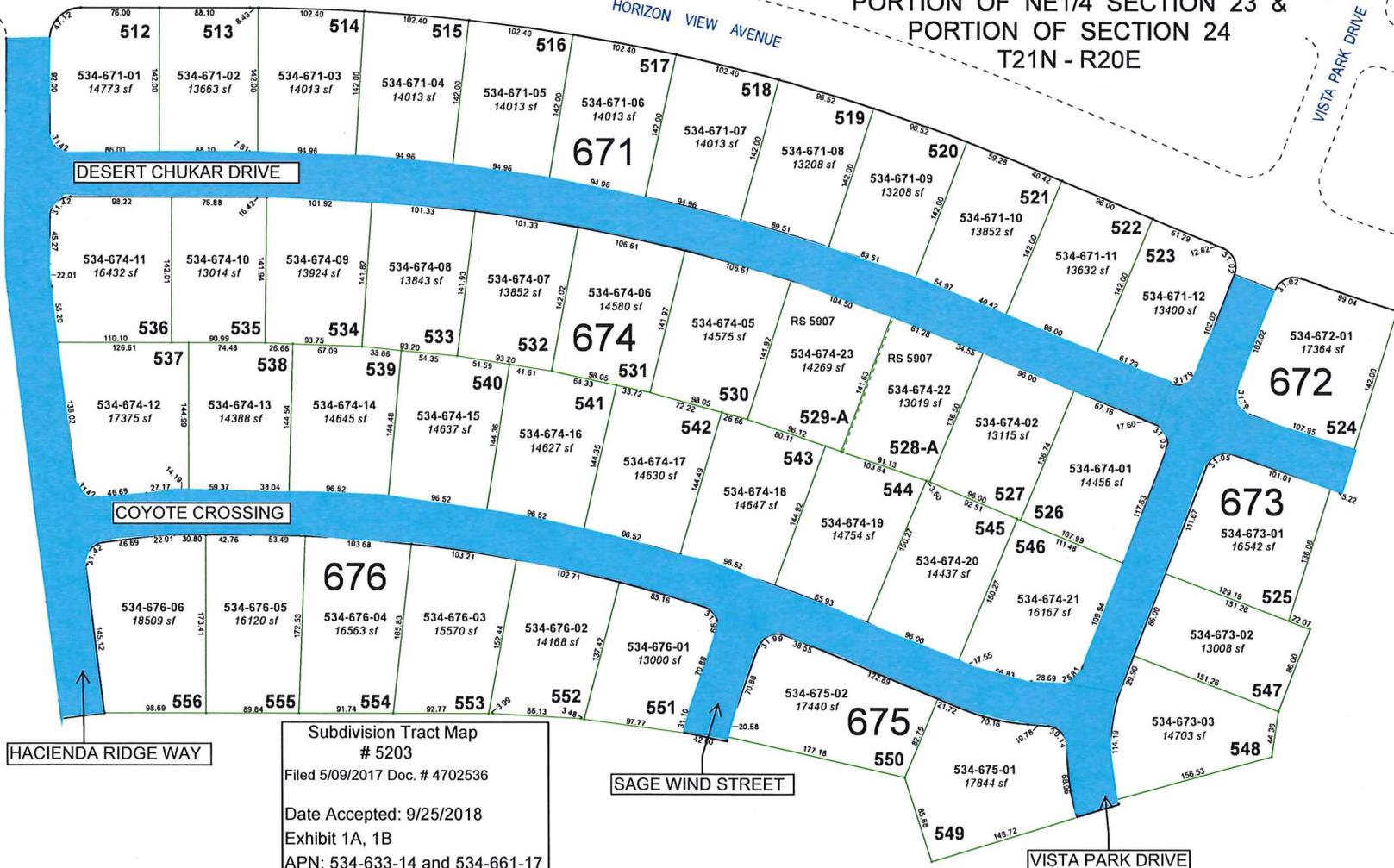


Feet
0 25 50 75 100
1 inch = 100 feet



created by: **SR 05/31/2017**
last updated: **SR 1/19/18**
area previously shown on map(s)
534-45

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.



HACIENDA RIDGE WAY

Subdivision Tract Map
5203
Filed 5/09/2017 Doc. # 4702536
Date Accepted: 9/25/2018
Exhibit 1A, 1B
APN: 534-633-14 and 534-661-17
3.83 acres of R/W total
0.72 mile of Roads total

SAGE WIND STREET

VISTA PARK DRIVE

APN: 532-225-25

*When recorded return to:
Washoe County Community Services Dept.,
Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520*

R18-066

RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A portion of Official Plat of EAGLE CANYON SUBDIVISION UNIT 3
Subdivision Tract Map No. 5209)

The Official Plat of Eagle Canyon Ranch- Unit 3, Tract Map No. 5209, Sections 23 & 26, Township 21 North, Range 20 East, MDM, Document No. 4705504, recorded on May 18, 2017, as described and shown on Exhibit "1" (a copy is attached and is incorporated by reference).

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, the right of way for a portion of Mallard Crest Drive, a portion of Spruce Meadows Drive, a portion of Jordan Meadows Drive, Bristol Wells Court and Kings Point Drive as shown on attached Exhibit "1", was offered for dedication by Official Plat of Eagle Canyon Ranch- Unit 3, Subdivision Tract Map No. 5209, Document No. 4705504, recorded on May 18, 2017; and

WHEREAS, said offer of dedication was rejected by the Director of Planning and Development Division because said road was not constructed to Washoe County standards; and

18-0700

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected the offer of dedication shall be deemed to remain open and the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

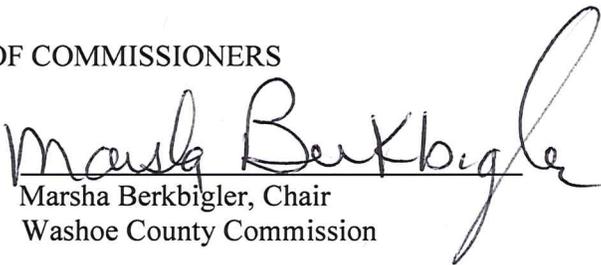
WHEREAS, said streets have been inspected and constructed and now meet current County standards; and

WHEREAS, said streets are necessary for public access; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said streets.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that a portion of Mallard Crest Drive, a portion of Spruce Meadows Drive, a portion of Jordan Meadows Drive, Bristol Wells Court and Kings Point Drive as shown on attached Exhibit "1", as portion of the Official Plat of Eagle Canyon Ranch- Unit 3, Subdivision Tract Map No. 5209, (as shown on Exhibit "1", a copy is attached and is incorporated by reference) is hereby accepted.

WASHOE COUNTY BOARD OF COMMISSIONERS


Marsha Berkbigler, Chair
Washoe County Commission

Dated: 9-25-18

ATTEST:

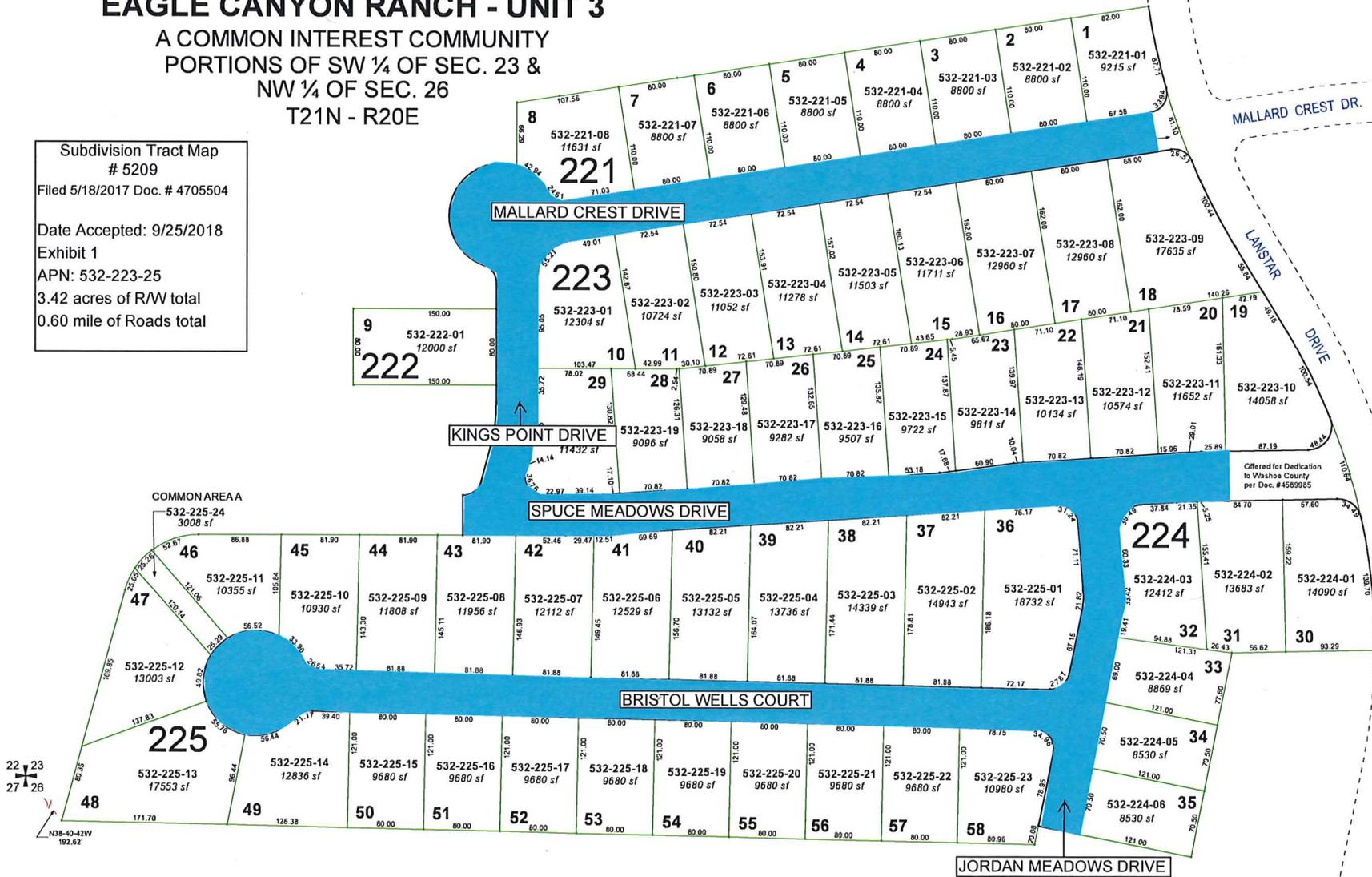

Nancy Parent
Washoe County Clerk

EXHIBIT 1

**(#5209)
EAGLE CANYON RANCH - UNIT 3
A COMMON INTEREST COMMUNITY
PORTIONS OF SW ¼ OF SEC. 23 &
NW ¼ OF SEC. 26
T21N - R20E**

Subdivision Tract Map
5209
Filed 5/18/2017 Doc. # 4705504

Date Accepted: 9/25/2018
Exhibit 1
APN: 532-223-25
3.42 acres of R/W total
0.60 mile of Roads total



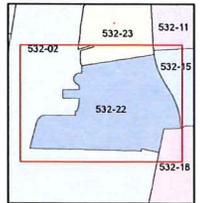
Assessor's Map Number
532-22

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
Michael E. Clark, Assessor

1001 East Ninth Street
Building D
Reno, Nevada 89512
(775) 328-2231



Feet
0 25 50 75 100
1 inch = 100 feet



created by: JMO 6/13/2017
last updated: _____
area previously shown on map(s)
532-02

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated herein.

APN: 532-232-12

*When recorded return to:
Washoe County Community Services Dept.,
Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520*

R18-067

RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A portion of Official Plat of SILENT SPARROW
Subdivision Tract Map No. 5212)

The Official Plat of Silent Sparrow, Tract Map No. 5212, Section 22 & 23, Township 21 North, Range 20 East, MDM, Document No. 4710696, recorded on June 6, 2017, as described and shown on Exhibit "1" (a copy is attached and is incorporated by reference).

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, the right of way for Big Bird Drive and Avian Drive as shown on attached Exhibit "1", was offered for dedication by Official Plat of Silent Sparrow, Subdivision Tract Map No. 5212, Document No. 4710696, recorded on June 6, 2017; and

WHEREAS, said offer of dedication was rejected by the Director of Planning and Development Division because said road was not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected the offer of dedication shall be deemed to remain open and

18-0700

the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

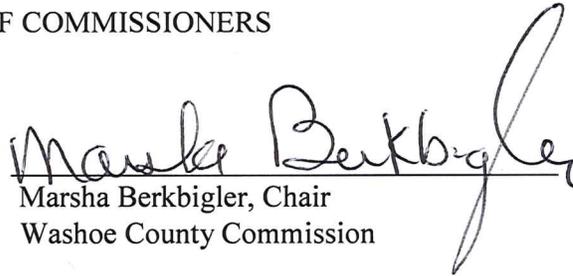
WHEREAS, said streets have been inspected and constructed and now meet current County standards; and

WHEREAS, said streets are necessary for public access; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said streets.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that Big Bird Drive and Avian Drive as shown on attached Exhibit "1", as portion of the Official Plat of Silent Sparrow, Subdivision Tract Map No. 5212, (as shown on Exhibit "1", a copy is attached and is incorporated by reference) is hereby accepted.

WASHOE COUNTY BOARD OF COMMISSIONERS


Marsha Berkgigler, Chair
Washoe County Commission

Dated: 9-25-18


ATTEST:

Nancy Parent
Washoe County Clerk

EXHIBIT 1

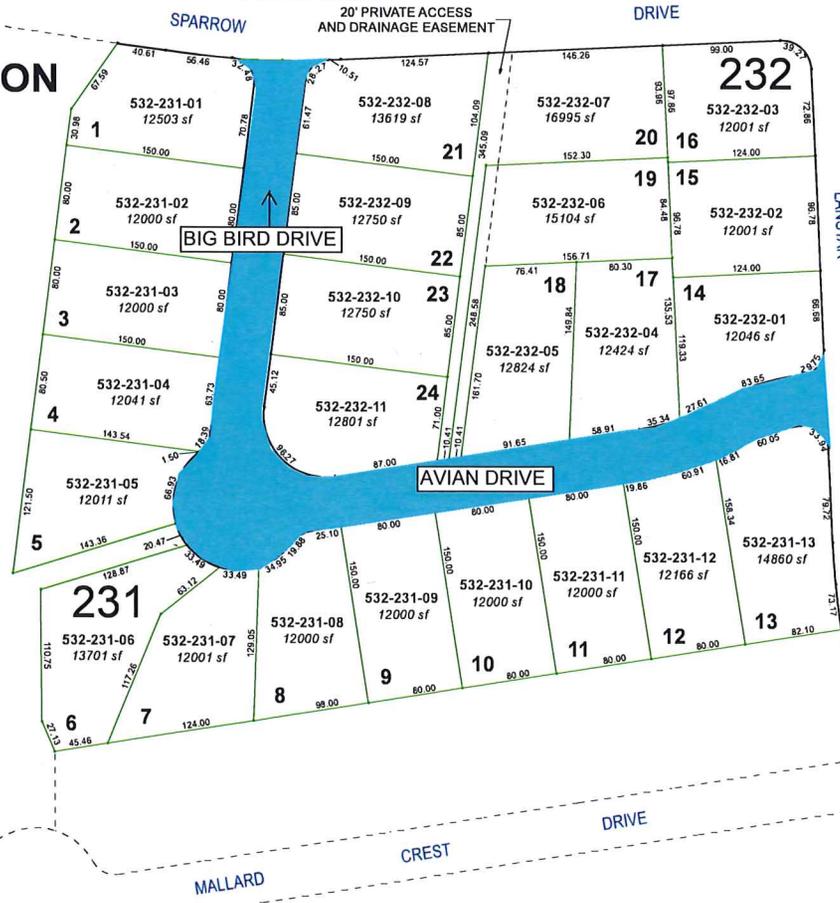
GARNET STAR WAY

SILENT

Section 22
Section 23

(#5212)
SILENT SPARROW SUBDIVISION
 PORTIONS OF SE ¼ OF SEC. 22 &
 SW ¼ OF SEC. 23
 T21N - R20E

Subdivision Tract Map
 # 5212
 Filed 6/6/2017 Doc. # 4710696
 Date Accepted: 9/25/2018
 Exhibit 1
 APN: 532-232-12
 .98 acres of R/W total
 0.17 mile of Roads total

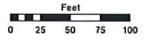


Assessor's Map Number

532-23

STATE OF NEVADA
WASHOE COUNTY
 ASSESSOR'S OFFICE
 Michael E. Clark, Assessor

1001 East Ninth Street
 Building D
 Reno, Nevada 89512
 (775) 328-2231



1 inch = 100 feet



created by: JMO 6/20/2017
 last updated: _____
 area previously shown on map(s)
532-02

NOTE: This map was prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated herein.

LEASE AGREEMENT

This Agreement is made and entered into this 25th day of September, 2018 by the Washoe County School District, hereinafter "the District", and Washoe County, a political subdivision of the State of Nevada, hereinafter "County."

WITNESSETH:

WHEREAS, the District is the sole owner of the Premises located at **405 Short Street, Gerlach, NV** consisting of approximately **11,151 square feet** of space together with parking areas, grounds and entrances, property which is not currently needed for the public purposes of the District; and,

WHEREAS, District and County are public agencies as defined at NRS 277.050(1) and District desires to lease to County a mobile home lot in Gerlach, Nevada, for County to place modular housing which will be used exclusively for residential purposes for County employees assigned to work in Gerlach, Nevada; and,

WHEREAS, County and District have engaged in negotiations over the terms and conditions of an agreement allowing County use of the premises for the aforementioned public purpose and desire by this Agreement to define their respective rights, duties and liabilities relating to the lease of the Premises; and,

WHEREAS, District desires to convey the mobile home lot pursuant to NRS 277.053 by way of a lease to County upon terms more specifically described herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

TERMS

1. Term and Renewal: This Agreement shall commence on **September 1, 2018** and shall terminate on **September 1, 2021** unless sooner terminated by either party as provided for herein. The Parties to this Agreement may renew by mutual agreement for an additional year upon 90 days' written notice by County of its desire to renew for a second year provided to the District.
2. Termination: Either party may terminate this agreement for any reason upon 90 days written notice without penalty, charge, or sanction of any kind. Upon termination of this agreement, County shall quit the Premises peaceably, with no damage to the Premises, normal wear and tear excepted, and remove all of its property therein.
3. Lease Amount: The District agrees to rent to County, the Premises, described above, for its sole use and operation in consideration of (\$1.00) One Dollar per month, which payment shall be paid on or before the 1st of each month.

18-0705

4. Exclusive Use: County agrees the property shall only be used by County or Truckee Meadows Fire Protection District employees, and only for residential purposes, and that any other such use shall be a breach of the Agreement unless another use is agreed to in writing by the District. County shall not conduct or at any time knowingly permit its employees, agents or visitors to conduct activity on the Premises that is unlawful or in violation of any federal or state statute, code or regulation or this Agreement. The Premises shall not be used for storage, transfer, processing, or any similar use of any toxic or hazardous materials.

5. Condition, Alterations and Improvements:

A. Property "as is": County understands and agrees to lease the premises and all property affixed to the premises "as is" with no expectation of improvements or changes by the District unless otherwise described herein.

B. Improvements and Repairs: District reserves the right from time to time at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Premises as District shall deem desirable or necessary.

D. Keys and Codes: District shall provide any and all keys and codes for all locks and access to the Premises.

E. Repairs: Lessee agrees that all damage done to the Premises by Lessee or its invitees, assigns, or any person present because of Lessee's occupation of the Premises, shall be paid by Lessee.

6. Utilities: County shall pay for all utilities including, but not limited to, propane, electric, telephone, internet, and trash pickup, including all costs of initiating service for any such utilities.

7. Maintenance: County agrees to maintain the premises in a clean and orderly manner at all times, including, but not limited to removal of weeds and vegetation.

8. Right of Entry and Inspection: Upon reasonable notice, the District retains the right to enter and inspect the premises and grounds from time to time.

9. Non-Assignment by County. County shall not assign, sublet, or otherwise transfer any of its interest to any third party without first obtaining the written consent of District.

10. Insurance: County is responsible for the purchase of all insurance which it desires to purchase for the modular housing being placed on the premises. In addition, County agrees to the insurance requirements attached hereto as Appendix A.

11. Indemnification/Hold Harmless:

County and District will not waive and intend to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, County agrees to indemnify, hold harmless and defend District and the employees, officers and agents of District from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of County or the employees or agents of the County in the performance of the contract, to the full extent allowed by law. County will assert the defense of sovereign immunity as appropriate in all cases. County indemnity obligations for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000 per cause of action.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, District agrees to indemnify, hold harmless and defend County and the employees, officers and agents of County from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of District or the employees or agents of the District in the performance of the contract, to the full extent allowed by law. District will assert the defense of sovereign immunity as appropriate in all cases. District indemnity obligations for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000 per cause of action.

12. Applicable Law and Exclusive Forum: The parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. The parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

13. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other proposals and representations, both oral and written, covering the subject matter hereof.

14. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

15. Notice: When by the terms of this Agreement written notice is required to be sent, such notice shall be deemed sufficient if sent by regular mail, postage prepaid to the parties at the addresses appearing below. Notice shall be deemed received three days following mailing. For any matter relating to this Agreement, correspondence shall be addressed:

As to the District: Adam T. Searcy, P.E.
Chief Facilities Management Officer
Washoe County School District
14101 Old Virginia Road
Reno, NV 89521
775-789-3838

As to County: Assistant Co. Mgr
1001 E. 9th ST
Reno NV 89520-0027

IN WITNESS WHEREOF, the District and County have duly affixed their signatures:

By Marsha Berkgigler
Marsha Berkgigler, Chair

By Pete Etchart
Pete Etchart, Chief Operating Officer

Dated: September 25, 2018

Dated: October 9, 2018

Attest: Nancy L. Pant
Washoe County Clerk

Attest: Michael S. Borty - 9 Oct 2018

Appendix A - General Insurance Requirements

Prior to taking occupancy, Tenant shall furnish the District with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein.

All insurance may be satisfied by a program of Self-Insurance.

All required policies shall provide for 30 days' written notice to the District prior to the cancellation or non-renewal of any insurance referred to therein, with an exception for 10 days' written notice prior to cancellation due to non-payment of premium.

Failure of the District to demand such certificate or other evidence of full compliance with these insurance requirements or failure of The District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance.

Failure to maintain the required insurance may result in termination of this Lease at The District's option.

If Tenant fails to maintain the insurance as set forth herein, The District shall have the right, but not the obligation, to purchase said insurance at Tenant's expense.

Tenant shall provide certified copies of all insurance policies required above within 10 days of The District's written request for said copies.

All required insurance shall be placed with insurers acceptable to The District.

No Representation of Coverage Adequacy. By requiring insurance herein, The District does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to The District in this contract.

Cross-Liability Coverage. If Tenants' liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Tenant shall obtain insurance of the types and in the amounts described below.

Commercial General and Umbrella Liability Insurance. Tenant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

The District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 04 13 or a substitute providing equivalent coverage, and under the

commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to The District. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

Tenant waives all rights against The District and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement.

Automobile and Umbrella Liability Insurance. Tenant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000.00 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage as required above shall be written on ISO form CA 00 01 04 13 or a substitute form providing equivalent liability coverage.

Tenant waives all rights against The District and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement.

Workers' Compensation and Employer's Liability Insurance. Tenant shall maintain workers' compensation meeting the statutory requirements of the State of Nevada and employer's liability insurance.

The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Tenant waives all rights against the District and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. Tenant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

INTERLOCAL AGREEMENT

BETWEEN

**THE CITY OF RENO, ON BEHALF OF THE RENO POLICE DEPARTMENT,
WASHOE COUNTY, ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE
AND CITY OF SPARKS, ON BEHALF OF THE SPARKS POLICE DEPARTMENT**

**FOR THE MANAGEMENT AND DISPOSITION OF
2018 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD (CFDA #16.738)
from the U.S. Dept of Justice, Office of Justice Programs, Bureau of Justice Assistance.**

WHEREAS, the City of Reno, Washoe County and the City of Sparks have all previously been individual recipients of Block Grant Funds and Byrne Grant Funds for their respective law enforcement entities; and

WHEREAS, changes in the federal program have now combined Byrne Grants and Block Grants into Justice Assistance Grants (JAG) which require regional applications with one entity acting as fiscal agent of the grant; and

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

WHEREAS, the City of Reno, Washoe County and the City of Sparks have agreed that the City of Reno should be the fiscal agent for the JAG grant application; and

WHEREAS, the Federal Government requires that a cooperative agreement between the parties, approved by the governing body of the proposed fiscal agent, accompany the grant application; and

WHEREAS, the Federal Government requires that all participating jurisdictions now complete the FY 2018 Certification of Compliance with 8 U.S.C. § 1373 and the respective Certification and Assurances by the Chief Executive of the Applicant Government;

NOW THEREFORE, the parties agree as follows:

1. **Fiscal Agent.** The City of Reno shall be the fiscal agent for the JAG grant application currently being submitted in the amount of \$144,204 for the grant period of Oct 1, 2018 to Sept 30, 2021.
2. **Allocation of Funds.** Should the JAG application be approved, the funds will be allocated in the following manner:
 - a. City of Reno, Reno Police Department \$57,681.60
 - b. Washoe County, Washoe County Sheriff's Office \$57,681.60
 - c. City of Sparks, Sparks Police Department \$28,840.80

18-0710

If the funds approved are in an amount different than set forth in paragraph 1 above, then the funds will be allocated with the same percentage to each respective party ie. City of Reno 40%, Washoe County 40% and City of Sparks 20%.

3. Expenditure of Funds. If approved, JAG funds are anticipated to be expended as follows:

- a. Reno Police Department:
 - i. \$42,000: law enforcement equipment
 - ii. \$13,950.60: law enforcement training
 - iii. \$1,731: operating support to assist with National Incident-Based Reporting System (NIBRS) compliance

- b. Washoe County Sheriff's Office:
 - i. \$30,250.60: law enforcement supplies and equipment
 - ii. \$25,700: training/travel for Sheriff's Office personnel and/or volunteers
 - iii. \$ 1,731: personnel costs in overtime for Sheriff's Office personnel to trained for NIBRS compliance

- c. Sparks Police Department:
 - i. \$27,974.80: law enforcement equipment
 - ii. \$866: in training for NIBRS compliance

4. Approval. Any reallocation of the funds from that stated in this Agreement will be submitted to the fiscal agent for approval.

5. Compliance. All parties agree to comply with all terms required under the grant application, grant requirements and all laws related to the receipt of funds pursuant to the grant terms. Any failure to comply by a party may adversely affect that party's right to receive funds under the grant. Grant requirements include, but are not limited to, all performance and financial reporting, ensuring that vendors used are not on the debarred list, participating in any grant audits and annual on-site monitoring visits.

6. Receipts. The parties will be required to provide receipts to the City of Reno for the purchases prior to reimbursement. Receipts shall be provided to:

Bridget Pincolini
Reno Police Department
P.O. Box 1900
Reno, Nevada 89505

7. Monthly Reports. All parties will abide by the enhanced performance measure requirements of the Bureau of Justice Assistance and will provide monthly reports to the fiscal agent in order to meet the ten day after quarter deadlines

8. Fiscal and Programmatic Reporting. The City of Reno will be responsible for

fiscal and programmatic reporting.

9. **Defenses.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of all parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
10. **Indemnification.** Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Agreement.

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

11. **Successors and Assigns.** The parties agree to bind themselves and their successors and assigns to the other party and to the successors and assigns of said party with respect to the performance of this Agreement. Except as otherwise set forth herein, none of the parties shall assign or transfer interest in this Agreement without the written consent of the other.
12. **Authority.** Each party acknowledges that the person signing this Agreement is authorized or has been authorized to enter into this Agreement on behalf of his principal.
13. **Attorney's Fees.** In the event any party files suit to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.
14. **No Third-Party Rights.** The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are the City and the parties to this Agreement.
15. **Severability.** If any section, subsection, clause, phrase, or word of this Agreement is for any reason held invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such section, subsection, clause, phrase, or word shall be deemed a separate, distinct and independent provision and such holding shall not negatively affect the validity of the remaining portions of this Agreement. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

- 16. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of Nevada. Enforcement of this Agreement shall be in a court of appropriate jurisdiction in Reno, Nevada.
- 17. **Entire Agreement.** This Agreement contains the entire agreement of the parties on the matters covered. There are no verbal agreements, representations, or understandings affecting this Agreement.
- 18. **Transfer or Assign.** Neither party shall transfer, assign or attempt to assign this Agreement or any part thereof to any third party, without prior written consent of the other party.
- 19. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 20. **Termination.** This Agreement may be terminated with or without cause by any party upon thirty (30) days written notice to the other parties. Termination shall not affect any of the rights or obligations of any party to the other accruing prior to the termination date.

APPROVED this _____ day of August 2018

RENO POLICE DEPARTMENT

WASHOE COUNTY SHERIFF'S OFFICE

Jason Soto, Chief

Chuck Allen, Sheriff

SPARKS POLICE DEPARTMENT

Brian Allen, Chief

CITY OF RENO

WASHOE COUNTY, by and through its Board of County Commissioners

BY: _____
Hillary Schieve, Mayor

BY: Marsha Berkbigler
Marsha Berkbigler, Chair

DATE: _____

DATE: September 25, 2018

ATTEST:

ATTEST:

BY: _____
City Clerk

BY: Dorey L. Paret
County Clerk

APPROVED AS TO FORM:

BY: _____

BY: Paul Magallon

Deputy City Attorney

Deputy District Attorney

CITY OF SPARKS

BY: _____
Geno Martini, Mayor

ATTEST: _____
City Clerk

DATE: _____

DATE: _____

APPROVED AS TO FORM:

By: Assistant City Attorney

RESOLUTION – Authorizing the Grant of Public Money to a Non-Profit Organization Created for Religious, Charitable or Educational Purposes

WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, Washoe County continues to support the availability of pro bono and low cost legal services for the elderly residents of Washoe County, and wishes to ensure that funds spent to provide these legal services are spent in the most efficient and effective way possible, including in partnership with the State of Nevada and other entities that can generate additional resources; and

WHEREAS, Washoe County desires to continue to provide grant funding to the nonprofit, Washoe LEGAL SERVICES, in support of those legal services subject to performance measures, all as more fully described and conditioned in the parties’ “Agreement In Support Of Pro Bono And Low-Cost Legal Services For Elderly,” executed on September 25, 2018; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$111,181 in FY19 funding is needed to address these pro bono and low-cost legal services for elderly; and

WHEREAS, in consideration of receipt of this funding, Washoe Legal Services agrees to abide by the terms and conditions of the Agreement.

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

1. The Board hereby grants to Washoe Legal Services, a non-profit charitable organization created to provide pro bono and low cost legal services for the elderly residents of Washoe County, a grant in the amount not exceed \$111,181, to be expended from the grant and the conditions and limitations upon the grant as are set forth in the agreement, which is attached hereto and incorporated herein by this reference.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing pro bono and low cost legal services for the elderly residents of Washoe County.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the agreement, which agreement is attached hereto and incorporated herein by this reference.

Adopted this 25th Day of September, 2018



Marsha Berkbigler
Marsha Berkbigler, Chair
Washoe County Commission

ATTEST:

Nancy L. Stuebel
County Clerk

18-0711

2019 INTERLOCAL AGREEMENT TO USE ACCOUNT FOR LOW-INCOME HOUSING WELFARE SET-ASIDE FUNDS BY WASHOE COUNTY

WHEREAS, the Housing Division, Department of Business and Industry, State of Nevada, ("NHD"), is the administering agency for the Account for Low-Income Housing Trust Funds ("Trust Funds"); and

WHEREAS, NHD is responsible for the planning, administration, implementation, and evaluation of the Welfare Set-Aside Trust Funds ("Program"); and

WHEREAS, Washoe County is a political subdivision of the State of Nevada; and

WHEREAS, NHD desires to assist Washoe County by providing Trust Funds to Washoe County on behalf of its Social Service Department, ("Social Service") in order to assist with qualified welfare set-aside activities.

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

I. Scope of Services.

A. NHD will provide, effective July 1, 2018, funds not to exceed the total of \$137,150.99 from the 2019 Rural Welfare Set-Aside Trust Funds to assist with qualified Program activities ("Activities"). Households assisted may not have gross incomes that exceed 60% of area median income and 15% of the total households served must be at poverty level.

B. Social Service agrees that any program costs, with regard to the distribution of welfare set-aside funds unless otherwise specified, exceeding \$137,150.99 will be the responsibility of Social Service. Any ongoing activity costs such as maintenance and operations shall be the sole responsibility of Social Service.

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

D. Changes in the Scope of Services as outlined herein must be in accordance with NRS 319 and NAC 319, made by written amendment to this Interlocal Agreement and approved by both parties. Any such changes must not jeopardize the Trust Fund program.

II. Division General Conditions. Social Service agrees to abide by all conditions fully set forth below.

A. Social Service has requested the financial support of NHD that is provided for in this Agreement in order to enable Social Service to provide emergency housing assistance to eligible residents of Washoe County, Nevada. NHD shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on

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the part of NHD may be claimed or found to exist, Social Service shall be an independent contractor only.

B. Social Service will provide NHD with client usage records per activity on a quarterly basis during the period of this Agreement. These records will contain, but are not limited to, the following data:

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

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

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

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

1. Whether the objectives of the program are being achieved;
2. Whether the program is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the program;
4. Whether the financial operations of the program are being conducted properly; and
5. Whether the periodic reports to NHD contain accurate and reliable information.

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

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

H. The Parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from any negligent act or negligent failure to act, by any of that party's employees, agents, or servants in connection with the performance of the Agreement.

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

J. This Agreement will commence upon its approval and signature by all parties ("Effective Date"). Trust Funds allocated by NHD to Social Service under this Agreement must be **expended within 3 years after the Effective Date**. Upon written request by Social Service and for good cause, NHD may extend the period of the grant for not more than 1 year.

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

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

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

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

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

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

Q. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended Trust Funds received by Social Service pursuant to this Agreement, or any part thereof.

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

III. Financial Management.

A. Social Service agrees, and shall require any subgrantee to agree, that all costs of any activity receiving funds pursuant to this Agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the activity shall be thoroughly identified and readily accessible to NHD.

B. Social Service agrees to submit requests for funds monthly, in the event there are no Trust Fund expenses, the draw total should read \$0.00.

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

IV. Modification or Revocation of Agreement.

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

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

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

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

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

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

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

Clark County, Nevada.

E. Any notice to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail receipt requested or facsimile at the following addresses:

To: Washoe County Director
 Washoe County Human Services
 P.O. Box 11130
 Reno, NV 89520

To: NHD Administrator
 Nevada Housing Division
 1830 College Parkway, Suite 200
 Carson City, NV 89706

F. This Agreement shall be in full force until the funds provided to Social Service have been depleted and NHD has completed its audit of the Social Services records.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this _____ day of _____, 2018.

WASHOE COUNTY

Marsla Berkbigler
Chair
Washoe County Board of Commissioners

NEVADA HOUSING DIVISION

Stephen Aichroth
Administrator

State of Nevada)
Washoe County)

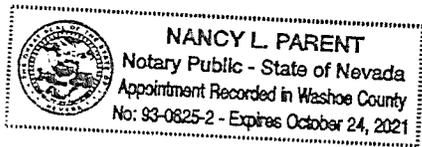
On this 25th day of SEP
September, 2018, before me, a
Notary Public, personally appeared (name)
Marsla Berkbigler, who
did say that he/she is the (title)
Chair of the (name of
entity) Washoe County Commission
named in the foregoing instrument, and
acknowledged that he/she executed the same.

Nancy L. Parent
Notary Public

State of Nevada)
Carson City)

On this _____ day of _____, 2018, before me, a
Notary Public, personally appeared _____, who
did say that she is the Administrator of the
Nevada Housing Division, named in the
foregoing instrument, and acknowledged that
he executed the same.

Notary Public



**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE CITY OF SPARKS ON BEHALF OF
THE SPARKS POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as **WASHOE**, and the **CITY OF SPARKS** on behalf of the **SPARKS POLICE DEPARTMENT**, hereinafter referred to as **USER**.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, **WASHOE** and **USER** may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, **USER** desires to acquire the assistance of **WASHOE** in providing **USER** the use of **WASHOE'S** Forensic Support Facilities and Services;

WHEREAS, **WASHOE** desires to provide its assistance to **USER** in regard to the use of **WASHOE'S** Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **Exhibit A** attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of **WASHOE** change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, upon reasonable notice should **USER** require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for **USER** pursuant to this Agreement.

A. For fiscal year 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$489,500**, which fee shall entitle **USER** to the use of the forensic laboratory services currently within the capability of **WASHOE** as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall be due and payable in full within 30 days of **USER'S** receipt of billing by **WASHOE**.

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B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2018 and terminate as of June 30, 2019.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 7-6-18

BY: [Signature]
WASHOE COUNTY SHERIFF

DATE: 9-25-18

BY: [Signature]
CHAIR
WASHOE COUNTY COMMISSION

DATE: 9-25-18

ATTEST: [Signature]
WASHOE COUNTY CLERK



DATE: 07/16/2018

BY: [Signature]
USER

DATE: 8/13/18

BY: [Signature]
MAYOR
CITY OF SPARKS

APPROVED AS TO FORM:

[Signature]
SPARKS CITY ATTORNEY

ATTEST:

[Signature]
SPARKS CITY CLERK
8-13-18

Exhibit A

FY 18/19

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ♦ Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - ♦ Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test
- Serial number restoration

Crime Scene Investigation (24/7 Response)

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does NOT include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Photo Laboratory Services

- Creation of CDs from scene photos taken by FIS
- CDs created from previously processed 35mm negatives

Primary Examination

- Presumptive and confirmatory stain characterization
 - ♦ Semen (presence of sperm cells)
 - ♦ Seminal fluid (absence of sperm cells)
 - ♦ Saliva
 - ♦ Blood including human blood
- Determination of human vs animal hair and suitability of hair for DNA testing

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$250.00 per hour

Forensic services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match, explosive materials, and arson (ignitable liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is included for all agencies. This is not a service that is charged for.

Toxicology

- The Toxicology Section performs examinations of biological fluids to detect and quantitate drugs and alcohol in law enforcement cases. The Toxicology Section does not perform testing for "cause of death" investigations.
- The Toxicology Section performs tests on blood and urine specimens for the presence of alcohol. Whole blood is the preferred specimen for alcohol (ethanol) analysis. NRS 484.3833 states that blood cannot be taken if the suspect is a hemophiliac or is taking anticoagulants at the direction of a physician. If blood cannot be taken and a breath test is not an option, urine may be used for alcohol testing. If urine must be collected, it is recommended that the officer have the subject void, wait thirty minutes, and collect a second specimen. Submit the second sample to the laboratory for analysis. The second urine specimen can be more accurately correlated to a blood specimen.
- The following volatile compounds are detected in the alcohol assay:
 - Ethanol (alcohol in alcoholic beverages)
 - Methanol

- Isopropanol (rubbing alcohol)
 - Acetone
- The Toxicology Section performs tests on blood and urine specimens for the presence of the drugs. To prove impairment, a blood specimen is preferred.
- The toxicology section has the capability to test for the following drugs:
 - 11-nor-9-carboxy-delta 9 THC (marijuana metabolite)
 - delta-9-THC (active component of marijuana)
 - 3,4 methylenedioxyamphetamine (MDA)
 - 3,4 methylenedioxymethamphetamine (MDMA or Ecstasy)
 - 6-acetylmorphine (metabolite of heroin)
 - 7-aminoclonazepam (clonazepam metabolite)
 - alphahydroxyalprazolam
 - alprazolam
 - amphetamine
 - benzoylecgonine (cocaine metabolite)
 - butalbital
 - carisoprodol
 - clonazepam
 - cocaine
 - codeine
 - diazepam
 - fentanyl
 - hydrocodone
 - hydromorphone
 - lorazepam
 - meprobamate
 - methadone
 - methamphetamine
 - midazolam
 - morphine
 - nordiazepam
 - oxazepam
 - oxycodone
 - oxymorphone
 - phenobarbital
 - temazepam
 - zolpidem
- The following protocols are used to determine what testing will be performed:
 1. When an alcohol result of 0.090 g/100mL or higher is detected in non-felony cases, no additional testing for drugs will be performed unless specifically requested by the prosecuting attorney.
 2. When drug testing results in a per se violation no additional testing for non-per se drugs will be performed unless specifically requested by the prosecuting attorney.

3. If both blood and urine samples are submitted and blood testing results in a per se violation or detection of a drug level that would affect driving, the urine sample will not be tested. No further testing will be performed unless requested by the prosecuting attorney.
- Due to the vast decrease in demand for testing of DFSA cases and the increase in quality assurance practices, the Forensic Science Division will no longer be processing drug facilitated sexual assault cases. The samples in this type of case can be sent directly to a private laboratory, or the toxicology section can forward the samples to the laboratory that is used for outside testing on your behalf. Contact the Forensic Science Division for current pricing.
 - Additional testing beyond the services offered by the Forensic Science Division can be forwarded to National Medical Services (NMS) Labs - Willow Grove, PA. for analysis and expert witness testimony. Additional fees may apply. Alternately, the sample can be returned to the submitting agency for submission to a laboratory of their choice. Please contact the laboratory at labclerical@washoecounty.us or at (775)-328-2800 if additional testing is required.
 - Toxicology samples will be retained for a minimum of 13 months before being destroyed. If it is necessary for a sample to be retained beyond this period, a written request must be submitted.

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
WHITE PINE COUNTY ON BEHALF OF
THE WHITE PINE COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as **WASHOE**, and **WHITE PINE COUNTY** on behalf of the **WHITE PINE COUNTY SHERIFF'S OFFICE** hereinafter referred to as **USER**.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, **WASHOE** and **USER** may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, **USER** desires to acquire the assistance of **WASHOE** in providing **USER** the use of **WASHOE'S** Forensic Support Facilities and Services;

WHEREAS, **WASHOE** desires to provide its assistance to **USER** in regard to the use of **WASHOE'S** Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **Exhibit B** attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of **WASHOE** change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, upon reasonable notice should **USER** require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for **USER** pursuant to this Agreement.

A. For fiscal year 2018/2019 **USER** shall pay to **WASHOE** a fee of **\$25,954** which fee shall entitle **USER** to the use of the forensic laboratory services currently within the capability of **WASHOE** as such are more fully set forth in **Exhibit B** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of **USER'S** receipt of billing by **WASHOE**. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by **USER** hereunder.

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B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2018 and terminate as of June 30, 2019.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 8/30/18

BY: *Chad Allen*
WASHOE COUNTY SHERIFF

DATE: 9-25-18

BY: *Marsla Burkholder*
CHAIR
WASHOE COUNTY COMMISSION

DATE: 9-25-18

ATTEST: *Nancy L. Paret*
WASHOE COUNTY CLERK



DATE: 8-28-18

BY: *[Signature]*
USER

EXHIBIT B

FY 18/19

Services Provided Under the Forensic Science Division Contract Option B (No Crime Scene/Photo Laboratory Services Included)

Controlled Substances

Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).

- Up to 5 separate items can be submitted per case.
- Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ♦ Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - ♦ Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test
- Serial number restoration

Latent Print Processing

Appropriate chemical or powder processing of submitted items

- Development and submission of latent prints of value

Latent Print Comparison

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Primary Examination

- Presumptive and Confirmatory Stain Characterization
 - Semen (presence of sperm cells)
 - Seminal fluid (absence of sperm cells)
 - Saliva
 - Blood including Human Blood
- Determination of human vs animal hair and suitability of hair for DNA testing

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$250.00 per hour

The following additional services can be offered on a fee for service basis:

Crime Scene Investigation (24/7 Response)

Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

Photo Laboratory services can be provided per the following fee schedule:

- \$25.00 per CD

Forensic services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is included for all agencies. This is not a service that is charged for.

This scope of work does not include Toxicology services. Toxicology will continue to be billed on a per test basis. If you have any questions regarding Toxicology services, contact the Forensic Science Division.



WASHOE COUNTY COMMISSION

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

RESOLUTION
ADOPTING AN AMENDMENT TO THE WASHOE COUNTY MASTER PLAN, VERDI
MASTER PLAN MAP (WMPA18-0005)

WHEREAS, Rubicon Design applied to the Washoe County Planning Commission on behalf of Wei Yang (owner) to adjust the boundaries of the existing Rural Residential (RR) and Suburban Residential (SR) master plan categories in the Verdi Area Plan;

WHEREAS, on August 7, 2018, the Washoe County Planning Commission held a public hearing on the proposed amendment, adopted Master Plan Amendment Case No. WMPA18-0005, and recommended that the Washoe County Board of County Commissioners adopt the proposed amendment;

WHEREAS, upon holding a subsequent public hearing on September 25, 2018, this Board voted to adopt the proposed amendment, having affirmed the following findings made by the Planning Commission in accordance with Washoe County Code Section 110.820.15:

1. Consistency with Master Plan. The proposed amendment is in substantial compliance with the policies and action programs of the Master Plan.
2. Compatible Land Uses. The proposed amendment will provide for land uses compatible with (existing or planned) adjacent land uses, and will not adversely impact the public health, safety or welfare.
3. Response to Changed Conditions. The proposed amendment identifies and responds to changed conditions or further studies that have occurred since the plan was adopted by the Board of County Commissioners, and the requested amendment represents a more desirable utilization of land.
4. Availability of Facilities. There are or are planned to be adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed Master Plan designation.
5. Desired Pattern of Growth. The proposed amendment will promote the desired pattern for the orderly physical growth of the County and guides development of the County based on the projected population growth with the least amount of natural resource. And;

WHEREAS, Under NRS 278.0282, before this adoption can become effective, this Board must submit this proposed amendment to the Regional Planning Commission and receive a final determination that the proposed amendment conforms with the Truckee Meadows Regional Plan;

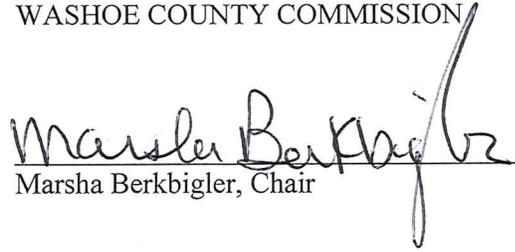
NOW THEREFORE BE IT RESOLVED,

That this Board does hereby ADOPT the amendment to the Verdi Area Master Plan Map (Case No. WMPA18-0005), as set forth in Exhibit A-1 attached hereto, to become effective if and when the County has received a final determination that the amendment conforms to the Truckee Meadows Regional Plan.

18-0727

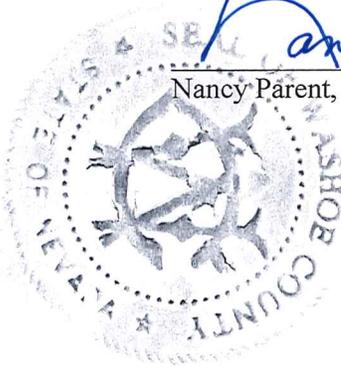
ADOPTED this 25th day of September 2018, to be effective only as stated above.

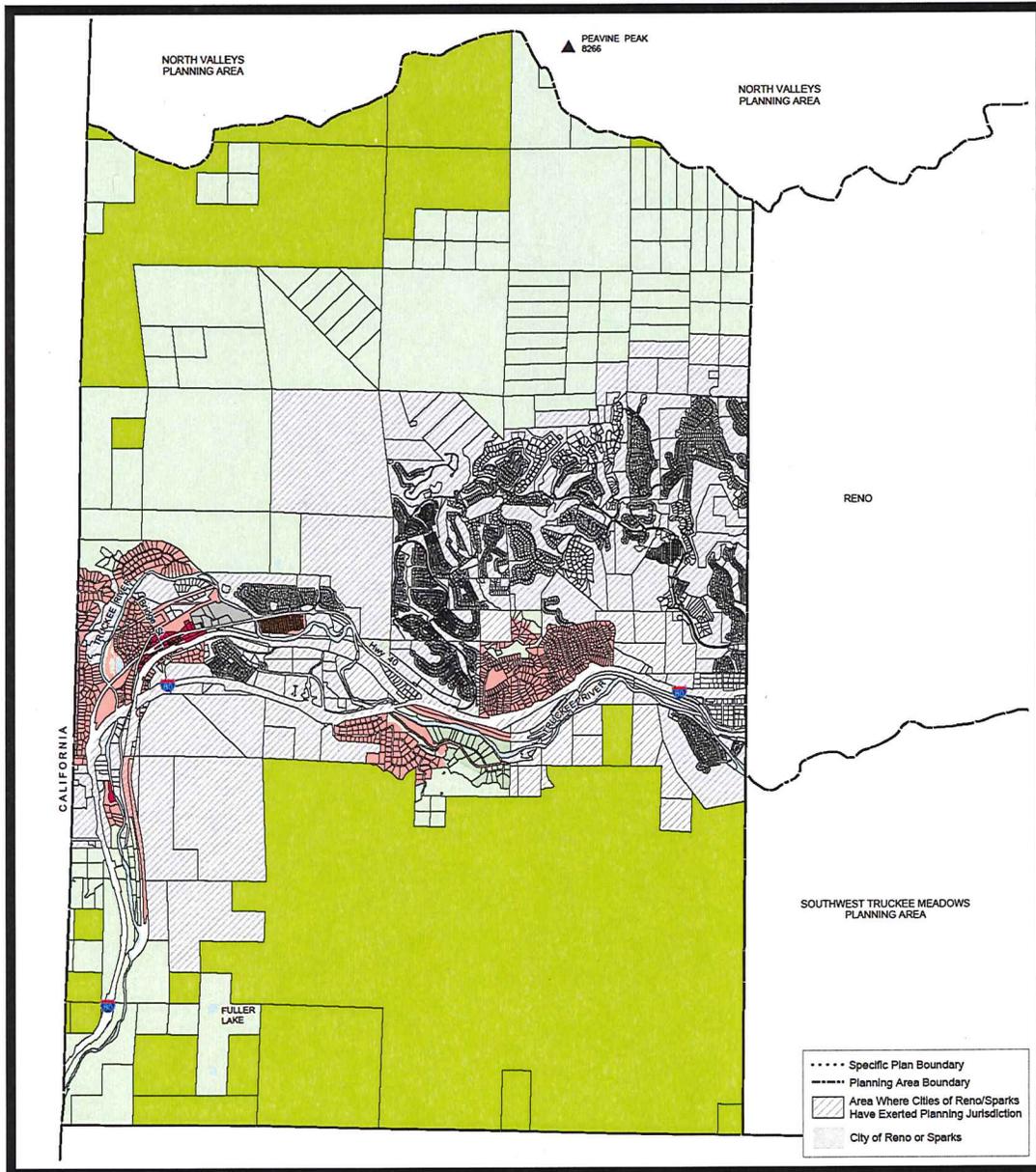
WASHOE COUNTY COMMISSION


Marsha Berkgigler, Chair

ATTEST:


Nancy Parent, County Clerk





VERDI MASTER PLAN MAP		<p>NOTE: THE SCALE AND CONFIGURATION OF ALL INFORMATION SHOWN HEREON ARE APPROXIMATE ONLY AND ARE NOT INTENDED AS A GUIDE FOR DESIGN OR SURVEY WORK. REPRODUCTION IS NOT PERMITTED WITHOUT PRIOR WRITTEN PERMISSION FROM THE WASHOE COUNTY PLANNING AND BUILDING DIVISION.</p> <p>CERTIFICATION: THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS AN ACCURATE REPRESENTATION OF THE ADOPTED MASTER PLAN MAPS OF WASHOE COUNTY, NEVADA, BY THE WASHOE COUNTY PLANNING AND BUILDING DIVISION.</p> <p>DATE _____ DIRECTOR _____</p>
<p>Planning and Building Division</p> <p>PC Date: August 7, 2018 BCC Date: September 25, 2018 IBC Adoption Date:</p>	<p style="text-align: center;">Community Services Department</p> <p style="text-align: center;">WASHOE COUNTY NEVADA <small>1861</small></p> <p>Post Office Box 11130 Reno, Nevada 89520 (775) 328-3600</p>	



WASHOE COUNTY COMMISSION

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

**RESOLUTION
ADOPTING AN AMENDMENT TO THE VERDI
REGULATORY ZONE MAP (WRZA18-0005)**

WHEREAS, Rubicon Design Group applied to the Washoe County Planning Commission on behalf of Wei Yang (owner) to amend the regulatory zones on three parcels (APN: 038-656-08, 038-560-29 & 038-560-28) of 0.49 acres from Low Density Suburban (LDS) to High Density Rural (HDR) and of 0.49 acres of High Density Rural (HDR) to Low Density Suburban (LDS) in the Verdi Area Plan;

WHEREAS, On August 7, 2018, the Washoe County Planning Commission held a public hearing on the proposed amendment and recommended that the Washoe County Board of County Commissioners adopt Regulatory Zone Amendment Case No. WRZA18-0005;

WHEREAS, Upon holding a subsequent public hearing on September 25, 2018, this Board voted to adopt the proposed amendment, having affirmed the following findings as made by the Planning Commission, pursuant to Washoe County Code Section 110.821.35:

1. Consistency with Master Plan. The proposed amendment is in substantial compliance with the policies and action programs of the Master Plan.
2. Compatible Land Uses. The proposed amendment will not result in land uses which are incompatible with (existing or planned) adjacent land uses, and will not adversely impact the public health, safety or welfare.
3. Response to Changed Conditions; more desirable use. The proposed amendment identifies and responds to changed conditions or further studies that have occurred since the plan was adopted by the Board of County Commissioners, and the requested amendment represents a more desirable utilization of land.
4. Availability of Facilities. There are or are planned to be adequate transportation, recreation, utility and other facilities to accommodate the uses and densities permitted by the proposed amendment.
5. No Adverse Effects. The proposed amendment will not adversely affect the implementation of the policies and action programs of the Washoe County Master Plan.
6. Desired Pattern of Growth. The proposed amendment will promote the desired pattern for the orderly physical growth of the County and guides development of the County based on the projected population growth with the least amount of natural resource impairment and the efficient expenditure of funds for public services. And;

WHEREAS, This action will become effective after the adoption of Master Plan Amendment Case No. WMPA18-0005 by this Board and a subsequent favorable conformance review of that Master Plan Amendment with the Truckee Meadows Regional Plan;

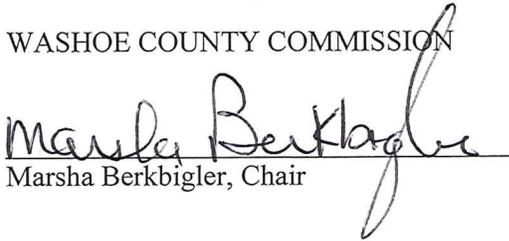
18-0727

NOW THEREFORE BE IT RESOLVED,

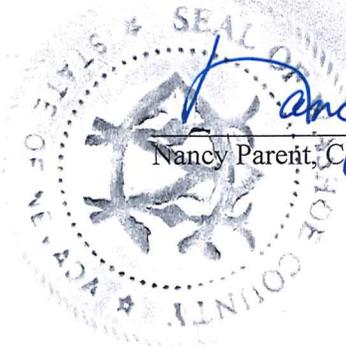
That this Board does hereby ADOPT the amendment to the Truckee Canyon Regulatory Zone Map (Case No. WRZA18-0005), as set forth in Exhibit B-1 attached hereto, to become effective if and when the County has received a final determination that Master Plan Amendment Case No. WMPA18-0005 conforms to the Truckee Meadows Regional Plan.

ADOPTED this 25th day of September 2018, to be effective only as stated above.

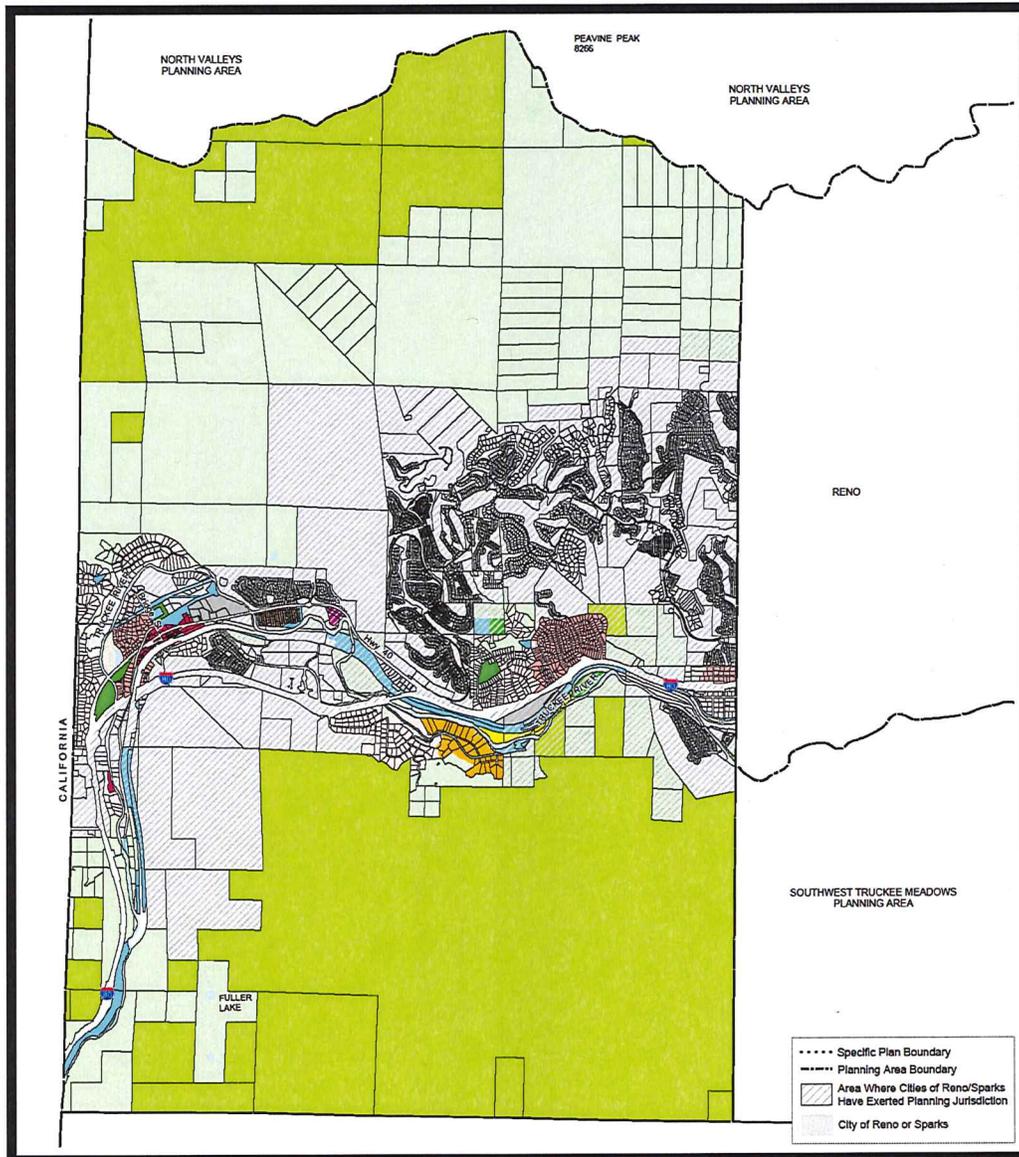
WASHOE COUNTY COMMISSION


Marsha Berkbigler, Chair

ATTEST:



Nancy Parent, County Clerk



VERDI REGULATORY ZONE MAP

<table border="0"> <tr> <td> LOW DENSITY RURAL</td> <td> HIGH DENSITY SUBURBAN</td> <td> INDUSTRIAL</td> </tr> <tr> <td> MEDIUM DENSITY RURAL</td> <td> LOW DENSITY URBAN</td> <td> PUBLIC AND SEMI-PUBLIC FACILITIES</td> </tr> <tr> <td> HIGH DENSITY RURAL</td> <td> MEDIUM DENSITY URBAN</td> <td> PARKS AND RECREATION</td> </tr> <tr> <td> LOW DENSITY SUBURBAN</td> <td> HIGH DENSITY URBAN</td> <td> OPEN SPACE</td> </tr> <tr> <td> LOW DENSITY SUBURBAN 2</td> <td> GENERAL COMMERCIAL</td> <td> GENERAL RURAL</td> </tr> <tr> <td> MEDIUM DENSITY SUBURBAN</td> <td> NEIGHBORHOOD COMMERCIAL/ OFFICE</td> <td> GENERAL RURAL AGRICULTURAL</td> </tr> <tr> <td> MEDIUM DENSITY SUBURBAN 4</td> <td> TOURIST COMMERCIAL</td> <td> DRY LAKE/ WATER BODY</td> </tr> </table>	 LOW DENSITY RURAL	 HIGH DENSITY SUBURBAN	 INDUSTRIAL	 MEDIUM DENSITY RURAL	 LOW DENSITY URBAN	 PUBLIC AND SEMI-PUBLIC FACILITIES	 HIGH DENSITY RURAL	 MEDIUM DENSITY URBAN	 PARKS AND RECREATION	 LOW DENSITY SUBURBAN	 HIGH DENSITY URBAN	 OPEN SPACE	 LOW DENSITY SUBURBAN 2	 GENERAL COMMERCIAL	 GENERAL RURAL	 MEDIUM DENSITY SUBURBAN	 NEIGHBORHOOD COMMERCIAL/ OFFICE	 GENERAL RURAL AGRICULTURAL	 MEDIUM DENSITY SUBURBAN 4	 TOURIST COMMERCIAL	 DRY LAKE/ WATER BODY	<p><small>NOTE: THE SCALE AND CONFIGURATION OF ALL INFORMATION SHOWN HEREON ARE APPROXIMATE ONLY AND ARE NOT INTENDED AS A GUIDE FOR DESIGN OR SURVEY WORK. REPRODUCTION IS NOT PERMITTED WITHOUT PRIOR WRITTEN PERMISSION FROM THE WASHOE COUNTY PLANNING AND BUILDING DIVISION.</small></p> <p><small>CERTIFICATION: THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS AN ACCURATE REPRESENTATION OF THE ADOPTED ZONING MAPS OF WASHOE COUNTY, NEVADA, BY THE WASHOE COUNTY PLANNING AND BUILDING DIVISION.</small></p> <p>DATE: _____ DIRECTOR: _____</p> <p style="text-align: center;">Community Services Department</p> <hr/> <p style="text-align: center;">WASHOE COUNTY NEVADA</p> <p style="text-align: center;"><small>Post Office Box 11130 Reno, Nevada 89520 (775) 328-3600</small></p>
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Planning and Building Division PG Date: August 7, 2018 BCC Date: September 25, 2018



WASHOE COUNTY COMMISSION

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

RESOLUTION

INITIATING AN AMENDMENT TO THE WASHOE COUNTY MASTER PLAN,
VOLUME 3, SPECIFIC PLANS, TO ELIMINATE "APPENDIX G - FINANCING PLAN",
FROM THE WARM SPRINGS SPECIFIC PLAN

WHEREAS, Washoe County adopted the Warm Springs Specific Plan, including Appendix G – Financing Plan on March 7, 1995; and

WHEREAS, On June 26, 2018, the Washoe County Board of County Commissioners held a public hearing on the Warm Springs Specific Plan, and took action at that hearing to direct staff of the Planning and Building Division to bring forward an Amendment to the Master Plan to eliminate the Financing Plan from the Warm Springs Specific Plan;

NOW THEREFORE BE IT RESOLVED,

That this Board of County Commissioners does hereby initiate an amendment to the Washoe County Master Plan, Volume 3, Specific Plan to eliminate "Appendix G – Financing Plan" from the Warm Springs Specific Plan.

ADOPTED this 25th day of September, 2018.

WASHOE COUNTY COMMISSION

Marsha Berkgigler
Marsha Berkgigler, Chair

ATTEST:

Nancy L. Parent
Nancy Parent, County Clerk

18-0728