

BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA

TUESDAY

2:00 P.M.

JUNE 10, 2008

PRESENT:

Bob Larkin, Chairman
Bonnie Weber, Vice Chairman
Jim Galloway, Commissioner
David Humke, Commissioner
Kitty Jung, Commissioner

Amy Harvey, County Clerk
Katy Singlaub, County Manager
Paul Lipparelli, Legal Counsel

The Board met 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:

08-576 AGENDA ITEM 4 – ANNOUNCEMENTS

Agenda Subject: “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda. (No discussion among Commissioners will take place on this item.)”

Katy Singlaub, County Manager, stated Agenda Item 15, update and possible action on the Fiscal Year 2007/08 Budget, would be pulled. She explained Agenda Item 26, Appeal Case No. AX08-004 (Ann M. Nichols) would be opened and continued to June 24, 2008. Ms. Singlaub read a statement concerning the recent events regarding the Water Resources Department.

Commissioner Humke said the Regional Transportation Commission was promoting ridership for the senior citizens in the community.

Commissioner Weber commented on the Village Center Park and grand opening of the Cold Springs YMCA and noted the YMCA presently had 640 family memberships. She said the Swan Lake Nature Study was scheduled for June 12, 2008. Commissioner Weber reported the North Valley Library celebrated the 35th anniversary of the library system. She was concerned about the closure of libraries and the reduction of hours and felt it was a policy question. She requested a future agenda item to discuss the authority of the Board of Library Trustees and the authority the Board of County Commissioners had over the Board of Library Trustees. Ms. Singlaub indicated that report was underway.

Chairman Larkin said he participated in the Demobilization Ceremony of the Nevada National Guard and commended the service of the Guard. He said Operation Vigilant, a testing of emergency operations through a simulated earthquake on Mt. Rose, was scheduled for June 12, 2008 in Carson City and also at the Regional Emergency Operations Center.

Commissioner Galloway said the Tahoe Regional Planning Agency (TRPA) was approaching a vote on the shorezone ordinance; however, he felt the ordinance was not being written as directed. He indicated he would forward information to the County Manager and the Board that documented problems with the Code, which he believed went too far in taking away resident's property rights. Commissioner Galloway requested a meeting with the Audit Committee.

Commissioner Jung remarked she was the Honorary Chairperson for the Nevada Humane Society's annual Walk-for-Animals on June 7, 2008 held at the Sparks Marina. She said she would attend the Organizational Effectiveness Committee (OEC) meeting on June 11, 2008 to discuss the mission statement of the OEC. She stated she would conduct a presentation for the American Legion Girls State on the duties of a County Commissioner.

08-577 AGENDA ITEM 3 – PUBLIC COMMENT

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

Katy Singlaub, County Manager, stated the Chairman and Board of County Commissioners intend that their proceedings should demonstrate the highest levels of decorum, civic responsibility, efficiency and mutual respect between citizens and their government. The Board respects the right of citizens to present differing opinions and views, even criticism, but our democracy cannot function effectively in an environment of personal attacks, slander, threats of violence, and willful disruption. To that end, the Nevada Open Meeting Law provides the authority for the Chair of a public body to maintain the decorum and to declare a recess if needed to remove any person who is disrupting the meeting, and notice is hereby provided of the intent of this body to preserve the decorum and remove anyone who disrupts the proceedings.

Sam Dehne spoke on his discontent with the County's voting system.

Roger Edwards discussed personal property taxes for Washoe County. He explained for small business owners it was a complicated process to report personal property and would prefer the process be streamlined.

Gary Schmidt reflected on the passing of a recent victim who was hit on the Pyramid Highway while horseback riding.

DISCUSSION ON THE CONSENT AGENDA – ITEMS 5A THROUGH 5K(9)

Commissioner Weber requested Agenda Items 5K(5) and 5K(6) be pulled and continued to a future meeting to allow a detailed discussion and specifications concerning janitorial services.

Katy Singlaub, County Manager, clarified those items were authorizations to go to bid not the awarding of a bid. She suggested staff compile the specifications and return to the Board for discussion. Commissioner Jung recommended recycling efforts be included within the specifications.

Chairman Larkin confirmed Agenda Items 5K(5) and 5K(6) would be pulled from the agenda for further consideration at a later date.

In response to the call for public comment, Sam Dehne spoke on several items within the consent agenda.

08-578 AGENDA ITEM 5A - MINUTES

Agenda Subject: “Approve minutes for the Board of County Commissioners’ meeting of May 13, 2008.”

Commissioner Weber commended the Clerk’s Office for timely and accurate minutes.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 5A be approved.

08-579 AGENDA ITEM 5B – ASSESSOR’S OFFICE

Agenda Subject: “Approve roll change requests for factual and clerical errors in the 2007/08, 2006/07, 2005/06, 2004/05 Personal Property Tax Rolls; and if approved, authorize Chairman to execute Order for same [cumulative amount of reduction in tax revenue is \$41,356.89] (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5B be approved, authorized and executed.

08-580 AGENDA ITEM 5C – JUVENILE SERVICES

Agenda Subject: “Approve travel for two non-County employees serving on the Juvenile Detention Alternatives Initiative (JDAI) Stakeholders Committee to attend an approved JDAI Disparities Reduction Training June 10-11, 2008 in Baltimore, Maryland [estimated cost \$2,400 will be paid from the JDAI Continuation Grant] (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 5C be approved.

08-581 AGENDA ITEM 5D – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Accept donation of various landscape tools from Ames True Temper Reno Distribution Center for Department of Regional Parks and Open Space Inmate Work Program [estimated value \$4,650] (All Commission Districts.)”

On behalf of the Board, Commissioner Galloway thanked the Ames True Temper Reno Distribution Center for their generous donation.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 5D be accepted.

08-582 AGENDA ITEM 5E – PURCHASING

Agenda Subject: “Award of Washoe County Bid No. 2647-08 for Lenel Digital Video Recorders for the Sheriff’s Parr Boulevard Detention Facility to the lowest responsive, responsible bidder, RFI Communications & Security Systems [estimated amount \$75,417.19]; and if awarded, authorize Purchasing and Contracts Administrator to execute Agreement to perform the work (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 5E be awarded, authorized and executed.

08-583 AGENDA ITEM 5F –TRUCKEE RIVER FLOOD PROJECT

Agenda Subject: “Approve Contract Change Order for the Property Specialists, Inc. Contract for specialized relocation services; to extend the term by 6-months and to increase the cost by \$19,000 for a new total not to exceed cost of \$69,000; and if approved, authorize the use of the 1/8-cent sales tax dedicated to the Truckee River Flood Project to fund the contract change order (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 5F be approved and authorized.

08-584 AGENDA ITEM 5G –WATER RESOURCES

Agenda Subject: “Appoint John Mosley as Washoe County’s appointee to the Truckee River Advisory Committee. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that John Mosley be appointed as Washoe County’s appointee to the Truckee River Advisory Committee.

08-585 AGENDA ITEM 5H(1) – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint Jerry Van Dyke as an At-Large member to June 30, 2010 on the East Truckee Canyon Citizen Advisory Board. (Commission District 4.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Jerry Van Dyke be reappointed as an At-Large member of the East Truckee Canyon Citizen Advisory Board with a term ending June 30, 2010.

08-586 AGENDA ITEM 5H(2) – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint Jim Brunson as an At-Large Primary Alternate (District 5) and Patricia Lancaster as an At-Large (District 5) member to June 30, 2010 on the Sun Valley Citizen Advisory Board. (Commission District 5.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Jim Brunson be reappointed as an At-Large Primary Alternate and Patricia Lancaster be reappointed as an At-Large member of the Sun Valley Citizen Advisory Board with terms ending June 30, 2010.

08-587 AGENDA ITEM 5H(3) – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint Kimberly Dawson, Kelly Fradella, Vaughn Hartung and Nick Zufelt as At-Large members to June 30, 2010 on the Spanish Springs Citizen Advisory Board. (Commissioner Larkin, Commission District 4.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Kimberly Dawson, Kelly Fradella, Vaughn Hartung and Nick Zufelt be reappointed as At-Large members of the Spanish Springs Citizen Advisory Board with terms ending June 30, 2010.

08-588 AGENDA ITEM 5I(1) – HUMAN RESOURCES

Agenda Subject: “Approve increasing the maximum sick leave payout from 600 hours to 800 hours for Non-represented Peace Officers in the Sheriff’s Office, Alternative Sentencing and Juvenile Services. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 5I(1) be approved.

08-589 AGENDA ITEM 5I(2) – HUMAN RESOURCES

Agenda Subject: “Accept donation from Mr. David Frear [\$1,100] for the Washoe County Wellness Program. (All Commission Districts.)”

On behalf of the Board, Commissioner Galloway thanked Mr. David Frear for his generous donation.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 5I(2) be accepted.

08-590 AGENDA ITEM 5J(1) – MANAGEMENT SERVICES

Agenda Subject: “Approve expenditure from County Commission District 5 Special Funding Account [\$500] to the Reno Police Department to assist in funding the 2008 Cops & Kids Picnic on July 25, 2008; and if approved, authorize the Chairman to execute the Resolution for same. (Commission District 5.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5J(1) be approved, authorized and executed. The Resolution for same is attached hereto and made apart of the minutes thereof.

08-591 AGENDA ITEM 5J(2) – MANAGEMENT SERVICES

Agenda Subject: “Approve expenditure from County Commission District 5 Special Funding Account [\$2,000] to Keep Truckee Meadows Beautiful to assist in funding the Illegal Dumping Task Force and the creation and distribution of information on how to report illegal dumping; and if approved, authorize the Chairman to execute the Resolution for same. (Commission District 5.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5J(2) be approved, authorized and executed. The Resolution for same is attached hereto and made apart of the minutes thereof.

08-592 AGENDA ITEM 5J(3) – EMERGENCY MANAGEMENT

Agenda Subject: “Accept 2009 State Emergency Response Commission Grant [\$33,976]; and if accepted, authorize Chairman to execute a Resolution to subgrant funds to other governments and nonprofits which make up LEPC and authorize the County Manager, or her designee, to sign Contracts and/or Memorandums of Understanding with local LEPC members and direct the Finance Department to make appropriate Fiscal Year 2009 budget adjustments. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5J(3) be accepted, authorized, executed and directed. The Resolution for same is attached hereto and made apart of the minutes thereof.

08-593 AGENDA ITEM 5K(1) – PUBLIC WORKS

Agenda Subject: “Authorize staff to request \$40,000 from Washoe County’s Tahoe Regional Planning Agency Water Quality Stream Environmental Zone Mitigation Fund, interest portion only, to finance a portion of the Burke Creek Watershed Study of the Nevada Tahoe Conservation District. (Commission District 1.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 5K(1) be authorized.

08-594 AGENDA ITEM 5K(2) – PUBLIC WORKS

Agenda Subject: “Award informal bid for the Rancho San Rafael May Museum Re-roof Project to the lowest responsive and responsible bidder (staff recommends D and D Roofing and Sheet Metal, Inc. [\$76,913]; and if awarded, authorize Chairman to execute Contract documents. (Commission District 5.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5K(2) be awarded, authorized and executed.

08-595 AGENDA ITEM 5K(3) – PUBLIC WORKS

Agenda Subject: “Award Professional Services for Master Planning for the 911 Parr Boulevard – HVAC System (staff recommends CR Engineering) [not to exceed \$45,000]. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Agenda Item 5K(3) be awarded.

08-596 AGENDA ITEM 5K(4) – PUBLIC WORKS

Agenda Subject: “Approve and execute a First Amendment to Lease between the County of Washoe and MMK Properties to extend the term of occupancy for 36 months (July 1, 2008 – June 30, 2011) for continued use of warehouse space for Search and Rescue at 405 Western Road, #18 and #26 [annual lease expense \$21,197

available in Sheriff's Department cost center 150680-710600]; and if approved, authorize Chairman to execute First Amendment. (Commission District 5.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5K(4) be approved, authorized and executed.

08-597 AGENDA ITEM 5K(7) – PUBLIC WORKS

Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and Washoe County School District (acting for the Sun Valley Family Resource Center, a Nevada Local Education Agency) for use of 150 square feet of the Sun Valley Community Center located at 115 W. 6th Street, as authorized within NRS 277.180 (1) commencing retroactive to September 1, 2007 through August 31, 2008; and if approved, authorize Chairman to execute Agreement. (Commission District 5.)”

Commissioner Weber asked why this was retroactive to September 1, 2007. Doug Mullens, Operations Superintendent, explained this was an agreement that was being standardized to become more consistent and timely. Commissioner Weber requested if there was a retroactive date in the future the reason should be clearly stated and clarified in the staff report.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5K(7) be approved, authorized and executed.

08-598 AGENDA ITEM 5K(8) – PUBLIC WORKS

Agenda Subject: “Approve 12-month Lease Agreement between the County of Washoe and Boys and Girls Club of the Truckee Meadows (a Nevada Nonprofit Corporation) for use of space in the Sun Valley Neighborhood Center retroactively to June 1, 2008 through May 31, 2009, for occupancy during the summer and holiday school break periods to provide programs for youth 6-12 years old (funds expected to be less than \$500 and are available in Public Works Facility Management Division for Utilities (161300-711010 and Custodial Contracts 161700-710200); and if approved, authorize Chairman to execute Lease Agreement. (Commission District 5.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5K(8) be approved, authorized and executed.

08-599 AGENDA ITEM 5K(9) – PUBLIC WORKS

Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and City of Reno for use of a portion of the North Valley Community Center located within the North Valley’s Regional Park at 8085 Silver Lake Road, Washoe County, as authorized within NRS 277.180 (1) commencing retroactive to June 1, 2008 through May 31, 2009; and if approved, authorize Chairman to execute Interlocal Agreement. (Commission District 5.)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5K(9) be approved, authorized and executed.

BLOCK VOTE

Chairman Larkin announced the following items would be voted on in a block vote: Agenda Items 6, 8, 9, 11, and 12.

08-600 AGENDA ITEM 6 – PUBLIC WORKS

Agenda Subject: “Recommendation that staff be authorized to request up to \$175,000 from Washoe County’s Tahoe Regional Planning Agency Water Quality Mitigation Fund to finance a portion of the Nevada Tahoe Conservation District Middle Rosewood Creek Stream Environmental Zone Restoration – Area F Project. (Commission District 1.)”

Commissioner Galloway explained the Tahoe Regional Planning Agency (TRPA) Water Quality Mitigation Funds were not general funds of Washoe County, but funds paid by people who were building at Lake Tahoe and held in trust by TRPA. He said the funds would be used for projects at the lake for water quality improvements.

There was no response to the call for public comment.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 6 be authorized.

08-601 AGENDA ITEM 8 – PUBLIC WORKS

Agenda Subject: “Recommendation to approve third renewal of a three-year option contract for the 2008/2009 Slurry Seal of Selected Streets to Intermountain Slurry Seal, Inc. [\$1,898,000; and if approved, authorize the Chairman to execute the Agreement Form. (All Commission Districts.)”

In response to the call for public comment, Sam Dehne commented on the Slurry Seal.

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

08-602 AGENDA ITEM 9 – PUBLIC WORKS

Agenda Subject: “Recommendation to approve a First Amendment to Lease Agreement between the County of Washoe and Kaufman Greenbrae, LLC to extend the term of occupancy for an additional 60 months retroactive to March 1, 2008 and terminating February 28, 2013; and expand the space by an additional 1,259 square feet to provide uninterrupted operation of the Sparks Justice Court at 630 Greenbrae Drive, Sparks, Nevada; and further, approve all terms and conditions as provided therein [Fiscal Year 2009 annual lease related costs \$204,650 - included in Sparks Justice Court’s recommended budget (125400-710600)]; and if approved, authorize Chairman to execute Agreement. (Commission District 4.)”

There was no response to the call for public comment.

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

08-603 AGENDA ITEM 11 – SHERIFF’S OFFICE

Agenda Subject: “Recommendation to accept Grant Award [\$120,000 with no County match] from the Substance Abuse Prevention and Treatment Agency for citizens brought in for civil protective custody to the Washoe County Detention Facility; and if accepted, approve and authorize Chairman to execute Substance Abuse Evaluation and Referral Services Agreement between the County of Washoe (Sheriff’s Department) and Bristlecone Family Resources [\$120,000 July 1, 2008 through June 30, 2009] and direct Finance to make necessary budget adjustments (All Commission Districts.)”

There was no response to the call for public comment.

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

08-604 AGENDA ITEM 12 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to award Bid #2639-08 to purchase email archiving software, Symantec Enterprise Vault from Zones Inc. and approve Fiscal Year 2007/2008 Purchase Requisition #3000009308 issued to Zones Inc. [\$153,888.02]; and if awarded, authorize Chairman to execute Purchase Agreement for same. (All Commission Districts.)”

There was no response to the call for public comment.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 12 be awarded, authorized and executed.

08-605 AGENDA ITEM 7 – PUBLIC WORKS

Agenda Subject: “Recommendation concerning resolution of bid protest and potential award of bid for 1 South Sierra Street – District Court-Family Court Tenant Improvement project to the lowest responsive and responsible bidder (staff recommends Truckee Meadows Construction [\$998,344.92]; and if awarded, authorize Chairman to execute contract documents. (All Commission Districts.)”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against the resolution of bid protest and potential award of bid for 1 South Sierra Street – District Court-Family Court Tenant Improvement project.

Paul Lipparelli, Legal Counsel, explained State law required the Board consider the protest made by an unsuccessful bidder.

Chairman Larkin asked if there was a representative from K7 Construction (protestor). He indicated there was not a representative present. Mr. Lipparelli remarked there was a letter placed on file with the Clerk, which contained the claims and opinion as why the apparent low bidder was not the lowest responsive, responsible bidder.

Sam Dehne stated it would be best if the protestors were present to state their concerns.

Chairman Larkin closed the public hearing.

In response to Commissioner Galloway, Dan St. John, Public Works Director, replied after a bid was awarded contractors were allowed to change subcontractors, which was a process explained in the general conditions. Mr. Lipparelli

clarified State law allowed for the substitution of a subcontractor in the event it was discovered the subcontractor was ineligible to complete the work; however, the caveat was the contractor who was awarded the bid had to complete the project at the awarded bid amount. Mr. Lipparelli added the protestor claimed that the subcontractor listed was not licensed, which led to the substitution. He indicated another claim was that County specifications required the subcontractor possess a certification from the WoodWorking Institute and, if not, then the subcontractor was ineligible. He said the protesting party claimed that the contractor's entire bid should be thrown out because there was an infirmity with the certification that could not be cured by adding a new subcontractor. Mr. Lipparelli said the Public Works Department re-examined County specifications and determined that the WoodWorking Institute certification need not be held by the subcontractor prior to the work, but the shop drawings submitted would be certified by the WoodWorking Institute before the work was performed. Commissioner Galloway suggested the protest be denied based on the evidence and testimony.

On motion by Commissioner Galloway, seconded by Commissioner Humke, which motion duly carried, Chairman Larkin ordered that the bid protest be denied.

On motion by Commissioner Galloway, seconded by Commissioner Humke, which motion duly carried, it was ordered that the bid for construction of the "1 S. Sierra Street-District Court-Family Court Tenant Improvement be awarded to the lowest, responsive and responsible bidder, Truckee Meadows Construction, in the amount of \$998,344.92, and the Chairman be authorized to execute the contract documents.

08-606 AGENDA ITEM 10

Agenda Subject: "Possible appointment of an individual to the Washoe County Advisory Board to Manage Wildlife with a term to expire July 1, 2011. (All Commission Districts.)"

There was no response to the call for public comment.

Following discussion, on motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, Chairman Larkin ordered that Rex Flowers be appointed to the Washoe County Advisory Board to Manage Wildlife with a term ending July 1, 2011.

08-607 AGENDA ITEM 13 – COMMUNITY DEVELOPMENT

Agenda Subject: "Recommendation to appoint a Planning Commissioner from County Commission District 3; appoint a Planning Commissioner from South of the Truckee River which encompasses all or portions of County Commission Districts 1, 2, 3 and 5; and, appoint a Board of Adjustment member from County Commission

District 5 - all terms to be 4 years in length until June 30, 2012. (All Commission Districts.)”

Mike Harper, Planning Manager, reviewed the applications for the Planning Commissioner appointments at the meeting.

There was no response to the call for public comment.

Following discussion, on motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried, Chairman Larkin ordered that Roger Edwards be appointed as the Planning Commissioner from District 3, with a term ending June 30, 2012.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that William Weber be reappointed as the Planning Commissioner from South of the Truckee River with a term ending June 30, 2012.

Following discussion, on motion by Commissioner Weber, seconded by Commissioner Galloway, which motion duly carried, Chairman Larkin ordered that the appointment for the Board of Adjustment be continued to the June 24, 2008 Board of County Commission meeting.

08-608 AGENDA ITEM 14 – BILL NO. 1556 -AMENDING WASHOE COUNTY CODE CHAPTER 110 - MANUFACTURED HOME PARKS - COMMUNITY DEVELOPMENT

Agenda Subject: “Introduction and first reading of an Ordinance amending provisions relating to Washoe County Code Chapter 110, Article 314, manufactured home parks, by deleting the requirement that a manufactured home park’s water service must connect to a master water meter, and other matters properly relating thereto. (All Commission Districts.)”

There was no response to the call for public comment.

Bill No. 1556, entitled, "AN ORDINANCE AMENDING PROVISIONS RELATING TO WASHOE COUNTY CODE CHAPTER 110, ARTICLE 314, MANUFACTURED HOME PARKS, BY DELETING THE REQUIREMENT THAT A MANUFACTURED HOME PARK’S WATER SERVICE MUST CONNECT TO A MASTER WATER METER, AND OTHER MATTERS PROPERLY RELATING THERETO," was introduced by Commissioner Humke, the title read to the Board and legal notice for final action of adoption directed.

3:25 p.m. The Board recessed.

5:25 p.m. The Board reconvened with all members present.

Agenda Subject: “Status report regarding the Nuisance Ordinance Study Committee and provide possible direction to staff. [Requested by Commissioner Weber]. (All Commission Districts.)”

Dave Childs, Assistant County Manager, conducted a PowerPoint presentation that highlighted the Nuisance Ordinance Study Committee’s status report, which was placed on file with the Clerk.

Lois Avery, Phil Anderson and Jane Countryman, Nuisance Committee members, continued with the presentation. Ms. Avery explained the Committee had been divided into two groups to discuss the definition of a nuisance and how nuisances were enforced. Ms. Avery said the enforcement issue had not been before the entire Committee and was still being discussed within the subcommittee. She requested an additional two to four meetings so those issues could come before the entire Committee. Ms. Avery explained an issue was determining the length of time from when a person was cited to when the fine would be paid if they did not appear before a hearing officer. Secondly, the question on whether complaints should be brought before Citizen Advisory Boards (CAB’s). She said the Committee was also concerned when fees would be paid and how they would be structured.

Mr. Anderson said the Nuisance Committee did not live up to his expectations. He stated for the past 18 months the Committee worked on a list provided by the Community Development Department; however, when a fix was proposed, that ran contrary to the first meeting of February 2007, the facilitator attempted to sell the Committee on the original draft. Mr. Anderson explained staff changed the proposals from the Committee. He suggested the Committee be an effort of the community and not an exercise in staff manipulation. He said a major failure was to assume that rural properties had the same issues as suburban properties. Mr. Anderson said the definitions that the Committee worked on had been replaced by staff and the document the Board would receive was the work of staff and the facilitator. He said if laws affecting citizen’s lives were going to be passed then the time should be allowed to make those laws right.

Ms. Countryman conveyed the Committee had been diligent in their assignment and felt their concerns were valid. She hoped that the alterations made to the draft documents would be given consideration in the final decision. Ms. Countryman hoped decisions regarding the lifestyles of the residents would hold a greater weight than the concern of staff and legal counsel. She said the Committee was given two important documents to review that had substantial impact on citizens, but there were times when the Committee had to overcome opposition or resistance from staff to produce a document that would be as conducive to the individual areas of the County as it would be to the County staff who would enforce and work with the end product. Ms. Countryman said at times the Committee was frustrated with the lack of support for their work and noted the ordinances needed to be enforceable, applicable and workable.

Commissioner Galloway asked if there was a consensus reached that there would be a civil process for resolving compliance that was not voluntary. Ms. Avery commented that had been discussed and the concern was that the hearing officer who had been appointed by the Board would not give a fair hearing. She said the subcommittee discussed having several hearing officers. Commissioner Galloway stated someone enforcing the ordinance had to be in favor of the ordinance. Ms. Avery agreed, but said there had been times when the County had been overzealous in enforcing an ordinance. Commissioner Galloway thought the draft ordinance allowed for appeal of a hearing officer's decision to the County Commission. Ms. Avery remarked the Committee was told that an appeal for the hearing officer's decision would go to the Second Judicial Court.

Blaine Cartlidge, Deputy District Attorney, commented the original draft sent to the Committee had an option of pulling the case to itself prior to going to judicial review. He explained past Commissions chose not to be a super-nuisance appeal board, and so drafted that an appeal go directly to judicial review. Commissioner Galloway asked if the Board ended up deciding cases would there be some gain in going through a criminal process. Mr. Cartlidge commented the informal study completed several years ago included a primary motivator to review an administrative enforcement system because of resources taken in the penalty assessed with the inefficient result and the remedy obtained in criminal court. Commissioner Galloway said if it meant that the Board heard appeals and resulted in solutions, he would be willing to do that.

Chairman Larkin said the staff report stated 95 percent of Washoe County ordinance compliance was voluntary and the considered nuisance ordinance was for the remaining 5 percent. He said the staff report also indicated that the State of Colorado had 114 percent compliance and asked how that was achieved. Mr. Childs said he did not know how Colorado achieved that percentage, but felt it was worth review. Chairman Larkin commented 18 months had been spent tasking citizens with a worthwhile cause and they were requesting a few more meetings to wrap up their work. He said he supported additional time with a specific ending date. He felt 100 percent voluntary compliance should be measured.

Commissioner Humke said a form of mediation service was suggested with CAB's becoming involved. He said he opposed CAB's being involved because the operative word in CAB was advisory and explained they were setup for advisory purposes. He suggested giving the Committee additional time to solve a new set of directives. Mr. Childs stated mediation was in the ordinance; however, as it related to area modifiers the Committee was disappointed that the County could not have a broad array of area modifiers. He said having a set of standards for the very rural areas and different standards for fairly urbanized areas was still being considered.

Chairman Larkin remarked the County began 18 months ago with the notion of having large modifiers. He explained the District Attorney stated these area modifiers could not be done, but could be specific actions related to congested areas. He

asked if that what was being suggested. Mr. Childs replied the County was very limited in what could be done and noted the Committee had hoped for a broader array of modifiers.

Ms. Avery said it was important for the Committee to know that the Board felt CAB's were inappropriate and, if going to the CAB's was not possible, the Committee would not continue with those discussions.

Commissioner Jung said she did not agree with the opinion that CAB's could not be used in this manner. She said if it came to a point that a person was allegedly in violation of the nuisance ordinance and appealed to the County Commission, the CAB's suggestions and recommendations prior to the hearing could localize the issue. She was discouraged that the Committee had not been educated on best practices throughout the County. Commissioner Jung asked at what point did the Health Department become involved with violations and were those complaint driven rather than proactive. Mr. Childs replied Animal Services, Building and Safety, Community Development and the Health Department were involved in the discussions. He remarked complaints received by the Health Department were complaint driven.

Commissioner Galloway said he did not favor putting CAB's in the situation of resolving complaints or making recommendations on resolving a complaint because laws should not be made by a CAB. He said he would favor an appeal process that brought the issue before the County Commission.

Commissioner Weber said she did not support CAB's as the group determining factors on these issues. She commented 18 months ago this Board heard the problems in the Districts and neighbors who disagreed on resolving the problems of code enforcement and nuisances. Commissioner Weber said every neighborhood was unique and within that neighborhood were people who disagreed, which was why she was an advocate for this Committee. She commended staff for an outstanding job on attempting to work with the citizens. Commissioner Weber said the Committee was given direction, but she did not think the Committee was going to rewrite the ordinance. She was concerned 18 months had passed, but would support a motion for additional time and suggested August 31, 2008 as an ending date. Commissioner Weber suggested enforcement on violations needed to be a shorter timeframe.

Commissioner Galloway said he was in favor of a deadline. He said if the Committee could not agree on a single change then there should be a tally of the members who supported and/or opposed that proposed change.

In response to the call for public comment, Sharalyn Barney said she was on the enforcement subcommittee and stated it was unanimous that the Committee preferred complaint-driven because of the possibility of overzealous patrolling. She spoke on concerns and discussions the Committee had during their meetings and discussed area modifiers. Gary Schmidt commented, due to the carelessness and the

lawlessness of legal counsel and Community Development staff, the Committee lost two months. Roger Edwards stated this needed to be kept in the hands of local citizens.

In response to Commissioner Weber, Ms. Barney replied after listening to the discussions today the suggestions that the Committee made for the ordinance were not necessarily suggestions they would make now knowing that the options were not available since Section 9, could not be used. She said if the Committee knew in advance they would not have Section 9, different suggestions and recommendations would have been submitted.

Commissioner Galloway said non allowable uses of property were different than nuisances. Mr. Cartlidge replied zoning was a land use decision by a government regarding placement of certain types of structures and land uses. He said nuisances were viewed as a more criminal type of conduct. Commissioner Galloway asked how long it had been since legal counsel gave that opinion. Mr. Cartlidge replied Assistant District Attorney Melanie Foster gave that opinion to the Board approximately two years ago in conjunction with an on-going analysis that there had to be a legal rational basis in order to distinguish the criminal enforcement of behavior from one neighborhood to another. Commissioner Galloway asked if that would change for a civil procedure. Mr. Cartlidge remarked it was still an enforcement issue on behavior.

Commissioner Jung said because that was a civil matter and in the past, nuisance ordinances were reviewed and enforcement was done in a criminal way, the distinction was if nuisances were viewed as civil action then that could be tied to land use designation. Mr. Cartlidge indicated this debate occurred during Committee meetings and said there were grey areas in that distinction and court decisions as to what was a rational basis in distinguishing the enforcement field. He said the important caution was to have a rational basis. Commissioner Jung asked if the County allowed new developments adjacent to rural developments was it not considered a nuisance for the new subdivision homeowner to hear chickens in the morning. She asked how that could be reviewed legally and how was it possible to control that type of behavior as to what offends somebody and pull that in with the land use. Mr. Cartlidge remarked residential development moving out and interfacing with traditional rural activities, such as agricultural and farming, was a specific exception in NRS Chapter 41 to the nuisance. He said much of the direction that the local government had was taken from State statute. Mr. Cartlidge advised the Board that if a CAB handled the function of being the first level of hearings in the civil administrative enforcement process that would be inconsistent with State law. Commissioner Jung indicated that was not what she recommended. She clarified she had asked for CAB's recommendations when the person had already appealed to the Board on their behalf. Mr. Cartlidge said the most rational link was to stay away from the area plans and zoning classifications and not confuse them with nuisance and enforcement issues, but tie them to an urban rural distinction that already existed, which was the congested, uncongested areas.

Chairman Larkin said to summarize this theory, if the County conducted zoning as "police powers" and imposed restrictions on what went where, that was not a

behavior modification. When moving towards behavior modifications of enforcement, then the due process clause would be moved to that individual. Mr. Cartlidge replied there was due process where there was a “right” at stake and there were different levels of due process afforded. Chairman Larkin said zoning changes were not behavior changes because people voluntarily moved into those areas, but when a behavior change was forced it must comply with due process whether civil or criminal. Mr. Cartlidge said essentially, and property rights needed to be protected along with the needs of the community in planning and zoning. Chairman Larkin stated perhaps the Committee was tasked with an impossible job of attempting to merge the zoning restrictions with behavior changes without corrupting the due process clause that the County was bound to obey within the law.

Chairman Larkin said the congested area was a “bridge” that tried to connect zoning and nuisance. Mr. Cartlidge said there was a strong desire to balance the community’s desires for separate, distinct recognition and enforcement of equal protection and due process. He said perhaps nuisances were different and came down to density, the more dense an area the more intense the need for nuisance enforcement. He said the more rural and less dense the area, less or intense nuisance provisions were needed. Those congested areas authorized by State statute had long recognized this when enforcing animal control and gun provisions.

Commissioner Weber asked if two more months would be helpful and could the Committee arrive at an end result. Ms. Barney replied, based on the information heard, any additional time would be used productively.

Commissioner Humke said the issue was area modifiers and Section 9 in the existing ordinance. He asked if it were possible to analyze this in Statute and create a table of permissible items. Mr. Cartlidge said he advised the Committee to proceed with the baseline nuisance for the entire County and at some point attempt to arrive at a way to balance neighborhood desires and distinctive differences within the law.

Chairman Larkin stated to pursue any further modification of the nuisance side of the ledger in terms of designer or area modifiers would bare little or no additional fruit, but for enforcement issues there was a request for additional meetings. He said there seemed to be the desire for three additional meetings with an optional meeting and an ending date of August 31, 2008, and then the Committee would return to the Board with their conclusions.

Commissioner Galloway agreed with the ending date and the number of meetings. He requested data if the Committee agreed on anything that could be applied Countywide, if there was any opinion on where a congested area would be drawn and what additional nuisances would apply within that congested area.

On motion by Commissioner Humke, seconded by Commissioner Galloway, which motion duly carried, Chairman Larkin ordered that the Committee be directed to return and meet for not less than three mandatory meetings plus, if needed,

one discretionary meeting with an ending date of August 31, 2008 to consider the following:

- civil remedies rather than criminal;
- additional mediation services;
- a wider array of hearing officer options for enforcement;
- additional items, if any, to the baseline County Ordinance.

08-610 AGENDA ITEM 26 – COMMUNITY DEVELOPMENT

5:30 p.m.

Agenda Subject: “Consider an appeal of the Planning Commission’s approval of Abandonment Case No. AB08-001 to abandon the streets, access easements and county right-of-way of the southernmost 1,060 linear feet of Wassou Road, the southernmost 113 linear feet of Lakeview Avenue, and all 418 linear feet of Reservoir Drive, as authorized in Article 806 of the Washoe County Development Code. The applicant proposes to create a new street alignment connecting Lakeview Avenue to Stateline Road and connecting the southern end of Wassou Road to Lakeview Avenue,” and, “To vary the maximum slope of a southern facing street from 10% to 12.5% on the new proposed alignment of Lakeview Avenue as authorized in Article 436 of the Washoe County Development Code. The proposed variance will increase the slope on a length of road not to exceed 800 feet. The project is located in Crystal Bay, Nevada, adjacent to the Biltmore Casino properties. The affected area is designated Tourist Commercial in the North Stateline Community Plan, being a part of the Tahoe Area Plan, and is situated in portions of Sections 19 and 30, T16N, R18E, MDM, Washoe County, Nevada. The property is located in the Incline Village/Crystal Bay Citizen Advisory Board boundary. (The surrounding properties are identified as APN’s 123-071-04, 34 and 35; 123-053-02 and 04; 123-052-02, 03 and 04; 123-054-01.)”

Chairman Larkin opened the public hearing by calling on anyone wishing to speak for or against Abandonment Case No. AB08-001.

There was no response to the call for public comment.

Chairman Larkin indicated there was a request for this item to be continued.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Agenda Item 26 be continued to the June 24, 2008 Board of County Commission meeting.

5:30 p.m.

Agenda Subject: “Consider an appeal of the Washoe County Planning Commission’s action for Sierra Vista Ranches at Washoe Lake, LP. The subject property is located at the southeast corner of the intersection of US Highway 395 and Eastlake Boulevard. The subject parcel is within the Rural Development Area, within the Development Constraints Area (approximately 5%), and within the City of Reno’s Area of Interest. The subject parcel is located within Section 24, T17N, R19E, MDM, Washoe County, Nevada. The property is within Washoe County Commission District 2 and within the East Washoe Valley Citizen Advisory Board boundary. To reflect changes requested within this application and to maintain currency of general area plan data, administrative changes to the area plan are proposed. These administrative changes include a revised map series with updated parcel base. (APN 050-210-22).”

Sandra Monsalvè, Planner, explained this was a request to review the appeal of Comprehensive Plan Amendment Case No. CP08-001. She described the location of the subject property and conducted a PowerPoint presentation that included a vicinity map, adopted and proposed land use, site characteristics, compatibility, service standards by land use, staff recommendations, citizen input, septic tank concerns and impacts and supported policies, which was placed on file with the Clerk. She indicated a project had not been submitted with this land use change. It was strictly a land use change request. She explained proof of water rights did not need to be submitted until a final map was reported if the property was developed in the future.

Chairman Larkin asked since the Planning Commission’s denial was technical, if the request from the Board was to reverse the Planning Commission’s denial. Paul Lipparelli, Legal Counsel, replied to clarify he would need to consult statute. Commissioner Galloway said the Planning Commission had a subsequent motion to deny without prejudice.

Commissioner Galloway asked if the appeal was upheld and the zoning went forward would the hillside ordinances prevent the creation of a parcel regardless of the slope, or a situation where a parcel could be created and nothing could be built. Ms. Monsalvè replied parcels could be created with building envelopes so areas above 30 percent would not be disturbed. She said if more than 20 percent of the parcel had slopes greater than 15 percent it would be subject to the hillside ordinance and all the required standards.

In response to Commissioner Humke, Ms. Monsalvè replied the remaining portion that was bifurcated in the draft South Valleys Area Plan was coming forward in July 2008 and this parcel was part of the bifurcated portion. Commissioner Humke said this application was in compliance with a staff request to resolve certain difficulties that arose on the area planning process. Ms. Monsalvè stated that was correct and also was in compliance with the existing 1991 Washoe Valley Area Plan.

Chairman Larkin asked on the status of the Truckee Meadows Service Area (TMSA) request. Ms. Monsalvè commented the applicant submitted a letter withdrawing that request.

Chairman Larkin opened the public hearing by calling on anyone wishing to speak for or against Comprehensive Plan Amendment Case No. CP08-001.

David Harrison stated the position of the East Washoe Valley Citizen Advisory Board (CAB) and said the applicant did exactly what the CAB had hoped. He said for this piece of property this was inappropriate zoning and the CAB found there were drainage issues. He stated his concerns regarding the Mule Deer and their migration in the area as well as environmental issues. Mr. Harrison said the CAB was adamant about continuing to work with the landowner to resolve the concerns.

Carol Christensen read a statement into the record, which was placed on file with the Clerk.

Marilyn Naylor spoke on findings in the staff report. She said the subject parcel's property line was 300 feet from the water line of Washoe Lake. Ms. Naylor stated the proposed rezoning could lead to higher density, which would be an adverse impact to the park. She commented the request for rezoning was not consistent with the Conservation Element.

Bill Naylor stated there were constraints to the subject property and noted there was a five-acre flood plain at the far end of the parcel. He said the current South Valleys Area Plan stated, "the development on slopes greater than 15 percent was strongly discouraged." Mr. Naylor indicated approximately 40 percent of the parcel had slopes in excess of 15 percent. He said water availability was low, and road limitations should be located on less sloping areas to reduce erosion, septic absorption, depth of bedrock and shallow soil.

Monica Frank said the subject parcel was zoned general rural for a reason, which had been ignored within the staff report. She said that designation represented what was appropriate and sustainable for this parcel and the surrounding area.

Ann York said to best protect the preservation of Washoe Valley and the citizens she believed approving the amendment was the best choice since it could act as a buffer against the TMSA coming into the valley. She felt for the best protection of the valley a deed restriction should be added as a condition of approval.

Gary Schmidt supported upholding the Planning Commission's denial and opposed increasing the zoning on the property.

Toni Lowden urged the Board to vote in favor of the project.

Jeffrey Lowden commended the CAB's for their efforts in protecting their turf and respected the staff of Community Development for their commitment and professionalism.

Gary Hauk suggested a staff report at the CAB level and, asked if the County had the same abilities as the Cities in regard to zoning changes to be able to condition a zoning change.

Peter Lowden urged the Board to vote in favor of the project and enable the project to move forward.

Richard Lowden addressed the Board on the comments he heard and the facts presented to the Board.

Janice Lowden said the local concerns had been attempted to be addressed. She felt the project would enhance the gateway and was in favor of the amendment.

Chairman Larkin closed the public hearing.

Dave Wasick, applicant's attorney, stated he supported the staff's recommendation to approve the Sierra Vistas Comprehensive Plan. He said the written overview provided and addressed the concerns of the community. He explained TMSA was a major concern and that the applicant signed a Declaration of Restriction which would be recorded against the property so there would not be any additional applications in the future for less than five-acre minimums. Mr. Wasick believed the five-acre minimums would provide a buffer to any extension of the TMSA. He noted only one of the five comprehensive plan findings needed to be made to approve a comprehensive plan amendment and believed all five findings were applicable to this application. He said all zoning related issues had been positively addressed; therefore, urged the Board to approve the Plan. Mr. Wasick suggested adding strength to the motion with the additional language "to uphold the appeal."

Chairman Larkin said citizen concerns included nitrates, wildlife corridors, view sheds and ridge tops and asked if Mr. Wasick wished to address those concerns. Mr. Wasick replied the nitrates could be addressed at the planning stage and explained an option could be a closed septic system. He said there were significant water rights included in the property that had been researched. Mr. Wasick explained development rights would be denied if during the development stage it was discovered there was not sufficient water. He said there was wildlife in the area, but a five-acre development would be a plus for the community since there would not be a TMSA.

Chairman Larkin asked if the western portion of the Lowden property was going to be used as the nexus for the TMSA extension. Mr. Wasick replied his client withdrew the application from TMSA. He said there was an interest in deed restricting the five-acres to provide a buffer for any TMSA and to have a natural transition of that

gateway. He said there should be a minimal impact on the surrounding properties as compared to the alternative if the five-acre deed restrictions were not completed.

Commissioner Galloway commented the Board could not condition a zoning change and stated this was a comprehensive plan amendment. Mr. Lipparelli said that was correct. Commissioner Galloway said the applicant had voluntarily offered a deed restriction and asked if Washoe County was named as a beneficiary. Mr. Lipparelli confirmed that the County was named as a beneficiary. Commissioner Galloway stated the Board could accept a voluntary offer. Mr. Lipparelli advised not to entertain that and not to make it a factor in the decision. He said it was too close to the prohibition that existed for contract zoning to make comprehensive plan and zoning decisions based on specific projects or gratuitous offers from developers. He said that would take the Board away from the role of deciding a comprehensive plan amendment. Commissioner Galloway asked if the deed restriction was recorded would there need to be a separate action in a future meeting to accept the role as a beneficiary. Mr. Lipparelli stated that could be considered an interest in property that the Board was obtaining the right to enforce a private covenant and in that regard may act as a Board to accept conveyance.

In response to Commissioner Galloway, Ms. Monsalvè replied the next process would be to submit a tentative subdivision map to the Planning Commission and, if approved, there would be two years to record the map.

Chairman Larkin stated this property had been used as the nexus to the contiguous portions of the TMSA and said this would remove that portion. Ms. Monsalvè referenced a map indicating a point-to-point connection. She explained TMSA did not have to be contiguous.

Adrian Freund, Community Development Director, clarified a decision had not been made on any TMSA applications and explained this one was still pending before Regional Planning. He said there had been no deliberations on that TMSA and added there would be several alternatives with the area plan update. Mr. Freund said the ultimate TMSA decision was with the Regional Planning Governing Board.

Commissioner Humke asked if the applicant should be questioned as to the deed restriction. Mr. Lipparelli replied if it would assist in the deliberation. He said the deed restriction aspect was designed to reaffirm a long-held doctrine in land use planning law legislative decisions on comprehensive plan amendments or zoning decisions, which were based on individual project-based types of considerations.

In response to Commissioner Humke, Mr. Wasick replied the Declaration of Restriction to minimize five-acre parcels was one of many things completed in an attempt to address community concerns.

Commissioner Galloway asked if the applicants were represented by Madeline Shipman. Mr. Wasick explained Ms. Shipman worked in his law office and because she had worked within this community, he requested her to speak to the

community in addressing their concerns. Commissioner Galloway disclosed he had met with Ms. Shipman and spoke about the subject property and the community concerns.

Commissioner Humke disclosed he had previously met with Mr. Wasick, Ms. Shipman, Jeffrey Lowden, Peter Lowden and Richard Lowden.

Mr. Lipparelli said in response to questions regarding the technical denial of the Planning Commission and how it affected the Board, he explained the County Code that governed this situation was 110.820.30, which provided three different alternatives, none of which was perfectly applicable at the present time. He explained if there was an appeal from a denial of the Planning Commission then the County Commission may confirm or reverse the denial with a two-thirds vote. The second option stated if there was approval of the Planning Commission then the Board may confirm that decision with a simple majority vote, and finally, if the Board made changes to the Planning Commission's decision it was instructed to send the matter back to the Planning Commission. Mr. Lipparelli commented because of the technical denial none of those options applied. He said the applicant appealed the decision of the Planning Commission initiating the Board's review of that decision. He said the applicant knew a second decision was made for the project to be returned to the Planning Commission for a full hearing in an attempt to achieve the two-thirds vote. He remarked the most conservative thing to do was send this back to the Planning Commission for a two-thirds majority vote. Then when it returned to the Board there would be clearer direction of either an approval or a denial. Mr. Lipparelli said if the Board chose to view what the Planning Commission did as a denial, he suggested following section 110.820.35, which stated "when final action was taken on the Planning Commission's recommendation, the Board shall make their affirmation, modification or rejection of the findings of fact as well as any other findings of fact the Board deemed relevant." Chairman Larkin commented the Planning Commission did not make any findings. Mr. Lipparelli said that was the problem of the technical denial. Chairman Larkin said it was suggested under the Code if the Board moved forward that the Board make a finding. Mr. Lipparelli suggested the Board make the findings that the Planning Commission would have made if a decision had been rendered.

Commissioner Galloway asked if the wording "uphold the appeal" could be added to the motion. Mr. Lipparelli explained technically what the Board was doing was granting an appeal and approving the Comprehensive Plan amendment.

On motion by Commissioner Humke, seconded by Commissioner Galloway, which motion duly carried, Chairman Larkin ordered that the appeal be granted and Comprehensive Plan Amendment Case No. CP08-001 for Sierra Vista Ranches at Washoe Lake be approved. It was further ordered that the noted administrative changes to the South Valleys Area Plan be approved, having made one or more of the following findings in accordance with Washoe County Development Code Section 110.820.15 for amendments to the Comprehensive Plan:

1. The proposed amendment is in substantial compliance with the policies and action programs of the Washoe County Comprehensive Plan.

2. The proposed amendment will provide for land uses compatible with existing and planned adjacent land uses and will not adversely impact the public health, safety or welfare.

3. The proposed amendment 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. The proposed amendment will not adversely affect the implementation of the policies and action programs of the Conservation Element, or the Population Element of the Washoe County Comprehensive Plan.

5. 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.

6. The Washoe County Planning Commission gave reasoned consideration to information contained within the staff report and information received during the public hearing.

08-612 AGENDA ITEM 25 – COMMUNITY DEVELOPMENT

5:30 p.m.

Agenda Subject: “To consider the application for an outdoor festival business license for the Legends at Sparks Marina Reno-Tahoe Open 2008 Golf Tournament. The Legends at Sparks Marina Reno-Tahoe Open 2008 is to be held from July 28, 2008 through August 3, 2008. The event is proposed to be held at the Montreux Golf and Country Club (Assessor’s Parcel Numbers 148-010-25, 148-010-50, 148-010-55, 148-010-56, 148-050-02, 148-061-65, 148-100-02, and 148-140-11) with additional off-site parking located on a vacant parcel generally located south of the intersection of State Route 431 and Wedge Parkway (Assessor’s Parcel Number 144-070-03). Tournament volunteer staff will be parking at Galena High School (Assessor’s Parcel Number 144-010-01). The Legends at Sparks Marina Reno-Tahoe Open 2008 is a PGA tour sanctioned golf tournament and this event marks the tenth year for the tournament. Event organizers estimate that a total of 30,000 spectators will participate in the event for the week. Based on the testimony and evidence presented at the hearing, to include the report of reviewing agencies, the County Commissioners may approve the issuance of the business license with conditions, or deny the business license.”

Chairman Larkin opened the public hearing by calling on anyone wishing to speak for or against the application for an outdoor festival business license for the Legends at Sparks Marina Reno-Tahoe Open 2008 Golf Tournament.

Bob Webb, Senior Planner, indicated the tournament would be held from July 28 through August 3, 2008 at Montreux Golf and Country Club. He said he received three letters concerning the tournament, which were placed on file with the Clerk. He said the letters commented on activity on a vacant lot adjacent to the Callahan Ranch Road area before and after the tournament. He said the concerns addressed staging of equipment, operations of trucks and heavy equipment, dust and operating generator noise. Mr. Webb commented another concern was golf course maintenance beginning early in the morning. He explained the vacant lot in question was not going to be used for the tournament. He pointed out condition four of the proposed conditions addressed hours of operation and times for both setup and break down of the tournament.

Commissioner Galloway asked if the complaint received last year was in violation of a condition. Mr. Webb explained the hours of operation would have precluded the early morning violation. He said the complaint was received two weeks after the tournament so it could not be substantiated. Commissioner Galloway suggested random spot checks throughout the tournament. Mr. Webb indicated spot checks occurred throughout the tournament.

Chairman Larkin closed the public hearing.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried, Chairman Larkin ordered that Agenda Item 25 be approved.

08-613 AGENDA ITEM 28 – COMMUNITY DEVELOPMENT

5:30 p.m.

Agenda Subject: “Appeal the denial of the side yard setback for Variance Case No. VA08-005 (Bear Beach Properties, LLC) - To vary the front yard setback from 15 feet to 0 feet (*approved*) and the side yard setback from 8 feet to 5 feet on the south side (*denied*), in order to build a single-family residence with an attached garage, as authorized in Article 804 of the Washoe County Development Code. The project is located at 1709 State Route 28, Incline Village, Lot 3, Block G, of the Rocky Point Subdivision. The property is approximately 400 feet north of the Lake Tahoe State Park boundary. The 0.84-acre property is designated as Medium Density Suburban (MDS) in the Tahoe Area Plan, being part of the Washoe County Comprehensive Plan, and is situated in a portion of Section 26, T16N, R18E, MDM, Washoe County, Nevada. The property is located in the Incline Village/Crystal Bay Citizen Advisory Board boundary. (APN 130-331-03)”

Chairman Larkin opened the public hearing by calling on anyone wishing to speak for or against the appeal for Variance Case No. VA08-005 (Bear Beach Properties, LLC).

Eva Krauss, Planner, conducted a PowerPoint presentation that highlighted the vicinity map, an overhead photo of the project site, the site plan, elevations, analysis, slope of the property, south view of existing parking deck, Citizen Advisory Board (CAB) comments, and conditions of approval, which was placed on file with the Clerk.

Elise Fett, Architect and Engineer representing the appellant, explained she missed the hearing for the variance. She distributed a site plan, which was placed on file with the Clerk. Ms. Fett said there was a three-foot encroachment being requested into the eight-foot setback; however, since the variance hearing, the appellant reduced that portion. She indicated on the site plan the location of the proposed new structure and the area where the variance was requested. Ms. Fett explained the existing building would remain underneath the parking area and in the right-of-way, and noted the width was very narrow. Ms. Fett said she did not know how to additionally minimize the plan.

Commissioner Galloway questioned why the new buildings were not designed smaller and asked if there was a necessity to tie into a particular point of the existing building. Ms. Fett replied there was not a particular necessity and explained the design had been made smaller. Commissioner Galloway asked if some living area could be eliminated. Ms. Fett said the stairs could be reworked; however, to redirect the stairs would take up more space. Commissioner Galloway said the garage had to be narrowed and asked if that was a hardship. Ms. Fett replied a 21 foot garage was the minimum and the design had the garage at 18 feet, which did not require a variance. Commissioner Galloway asked why the stairway had to be located where it was planned. Ms. Fett explained the only other option for the stairway would be to go straight down and then have a hallway, which would take more area of the house. Commissioner Galloway said the slope constraint went perpendicular to the garage and was straight up and was not left to right. He said the variance was being requested for the other direction. Ms. Fett said she was trying to fit in a garage door, a front door and a stairwell.

Commissioner Galloway said originally the variance was requested for three feet and denied by the Planning Commission; however, the request was now for 0.6 feet. Ms. Fett explained the CAB approved the three foot variance, but she was not at the meeting. Commissioner Galloway clarified CAB's did not make those decisions it was the Planning Commission that decided. Commissioner Galloway said the three feet was denied, not the 0.6 feet and suggested sending the item back to the Planning Commission to consider the new variance request.

Paul Lipparelli, Legal Counsel, said the posture of this item was an appeal of one denial. He said the appellant agreed, but he was unclear if the Code would allow the Board to require returning to the Planning Commission. Commissioner Galloway said the dilemma was if the three feet was denied, he would deny this appeal, but did not want to prevent the appellant from returning to the Planning Commission with the 0.6 foot request. Mr. Lipparelli explained he needed to review the Code for clarification. Commissioner Galloway suggested changing the denial to a denial without prejudice.

Chairman Larkin suggested keeping the item open and continuing later in the meeting allowing legal counsel the opportunity to review the Code.

* * * * *

Later in the meeting the above discussion continued.

Mr. Lipparelli explained Development Code section 110.804.45 provided that denial of a variance may be made without prejudice, which allowed the appellant to refile the variance. He said if the Board acted on the appeal without prejudice the appellant could return to the Planning Commission to seek approval of the point six foot variance that was presented to the County Commission.

Ms. Fett said she was not sure what the consequences were for approval or denial. Commissioner Galloway explained it gave the appellant time to show that altering the stairway was a hardship and change the request.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that the appeal be denied without prejudice and uphold the decision from the Planning Commission on the original request of a three foot side line variance.

08-614 AGENDA ITEM 17 – ORDINANCE NO. 1373 - BILL NO. 1551 - AMENDING WASHOE COUNTY CODE CHAPTER 5 - (PREVIOUSLY ASSIGNED ORDINANCE NO. 1365)

5:30 p.m.

Agenda Subject: “Second reading and adoption of an Ordinance amending the Washoe County Code by changing the definition of “work week” to allow employees to work alternative work schedules which comply with the FLSA, allowing employees working in alternative work schedules to receive the same amount of holiday time off as other employees, and other matters properly relating thereto. (Bill No. 1551)”

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

In response to Commissioner Galloway, Katy Singlaub, County Manager, replied the reference to overtime referred to the transition week in which this alternate work schedule could be implemented. She said by flexing the during the transition week, economic impact could be avoided.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Ordinance No. 1373

(previously assigned Ordinance No. 1365), Bill No. 1551, entitled, "AN ORDINANCE AMENDING THE WASHOE COUNTY CODE BY CHANGING THE DEFINITION OF "WORK WEEK" TO ALLOW EMPLOYEES TO WORK ALTERNATIVE WORK SCHEDULES WHICH COMPLY WITH THE FLSA, ALLOWING EMPLOYEES WORKING IN ALTERNATIVE WORK SCHEDULES TO RECEIVE THE SAME AMOUNT OF HOLIDAY TIME OFF AS OTHER EMPLOYEES, AND OTHER MATTERS PROPERLY RELATED THERETO. (BILL NO. 1551)," be approved, adopted and published in accordance with NRS 244.100.

08-615 AGENDA ITEM 18 – ORDINANCE NO. 1374 - BILL NO. 1552 - AMENDING WASHOE COUNTY CODE CHAPTER 5 – HEALTH BENEFITS PROGRAM - (PREVIOUSLY ASSIGNED ORDINANCE NO. 1366)

5:30 p.m.

Agenda Subject: "Second reading and adoption of an Ordinance amending Washoe County Code by moving the Health Benefits Program from Risk Management to the Department of Human Resources; provide for the Director of Finance to maintain oversight of the Health Benefits Program; move the administration of the pre-funded Retiree Health Benefits Fund to the Director of Finance and other matters properly relating thereto. (Bill No. 1552)"

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

On motion by Commissioner Humke, seconded by Commissioner Galloway, which motion duly carried, Chairman Larkin ordered that Ordinance No. 1366 (previously assigned Ordinance No. 1366), Bill No. 1552, entitled, "AN ORDINANCE AMENDING WASHOE COUNTY CODE BY MOVING THE HEALTH BENEFITS PROGRAM FROM RISK MANAGEMENT TO THE DEPARTMENT OF HUMAN RESOURCES; PROVIDE FOR THE DIRECTOR OF FINANCE TO MAINTAIN OVERSIGHT OF THE HEALTH BENEFITS PROGRAM; MOVE THE ADMINISTRATION OF THE PRE-FUNDED RETIREE HEALTH BENEFITS FUND TO THE DIRECTOR OF FINANCE AND OTHER MATTERS PROPERLY RELATING THERETO.(BILL NO. 1552)," be approved, adopted and published in accordance with NRS 244.100.

08-616 **AGENDA ITEM 19 – ORDINANCE NO. 1375 - BILL NO. 1553 - AMENDING WASHOE COUNTY CODE CHAPTER 5 – SICK LEAVE PAYOFF - (PREVIOUSLY ASSIGNED ORDINANCE NO. 1367)**

5:30 p.m.

Agenda Subject: “Second reading and adoption of Ordinance amending the Washoe County Code by adding a provision which allows the board of county commissioners to increase the amount of sick leave payoff to departing employees, and other matters properly relating thereto. (Bill No. 1553)”

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

Katy Singlaub, County Manager, clarified the intent of the Code was to have the Board set the policy.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Ordinance No. 1375 (previously assigned Ordinance No. 1367), Bill No. 1553, entitled, " **AN ORDINANCE AMENDING THE WASHOE COUNTY CODE BY ADDING A PROVISION WHICH ALLOWS THE BOARD OF COUNTY COMMISSIONERS TO INCREASE THE AMOUNT OF SICK LEAVE PAYOFF TO DEPARTING EMPLOYEES, AND OTHER MATTERS PROPERLY RELATING THERETO. (BILL NO. 1553),**" be approved, adopted and published in accordance with NRS 244.100.

08-617 **AGENDA ITEM 20 – ORDINANCE NO. 1368 - BILL NO. 1554 – PUBLIC SERVICE YARD - COMMUNITY DEVELOPMENT**

5:30 p.m.

Agenda Subject: “Second reading and adoption of an Ordinance approving the amendment of the Washoe County Code, Chapter 110, Development Code, Article 302, allowed uses and Article 304, use classification system, to establish “public service yard” as a new use type within certain regulatory zones in Washoe County--Community Development. (Bill No. 1554)”

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

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Ordinance No. 1368, Bill No. 1554, entitled, "AN ORDINANCE APPROVING THE AMENDMENT OF THE WASHOE COUNTY CODE, CHAPTER 110, DEVELOPMENT CODE,

ARTICLE 302, ALLOWED USES AND ARTICLE 304, USE CLASSIFICATION SYSTEM, TO ESTABLISH "PUBLIC SERVICE YARD" AS A NEW USE TYPE WITHIN CERTAIN REGULATORY ZONES IN WASHOE COUNTY. (BILL NO. 1554)," be approved, adopted and published in accordance with NRS 244.100.

**08-618 AGENDA ITEM 21 – ORDINANCE NO. 1369 - BILL NO. 1555 –
SIERRA FIRE PROTECTION DISTRICT - DISTRICT
ATTORNEY**

5:30 p.m.

Agenda Subject: "Second reading and adoption of an Ordinance reorganizing the existing NRS chapter 473 Sierra Fire Protection District into a fire protection district created and governed by NRS 474.460 to 474.540, inclusive; describing the boundaries thereof and the territory included therein; authorizing contracts between the district and Washoe County; and providing other matters properly relating thereto. (Bill No. 1555)"

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

In response to the call for public comment, Jane Countryman thanked the Board for supporting this Ordinance. She encouraged the Board to review boundaries and allow the Sierra Fire Protection District to cover more of Washoe Valley and allow them the ability to receive additional funding.

Paul Lipparelli, Legal Counsel, said the meets and bounds description of the District had been corrected and the version the Board was considering adopting was the corrected version.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Ordinance No. 1369, Bill No. 1555, entitled, "**AN ORDINANCE REORGANIZING THE EXISTING NRS CHAPTER 473 SIERRA FIRE PROTECTION DISTRICT INTO A FIRE PROTECTION DISTRICT CREATED AND GOVERNED BY NRS 474.460 TO 474.540, INCLUSIVE; DESCRIBING THE BOUNDARIES THEREOF AND THE TERRITORY INCLUDED THEREIN; AUTHORIZING CONTRACTS BETWEEN THE DISTRICT AND WASHOE COUNTY; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO (BILL NO. 1555),**" be approved, adopted and published in accordance with NRS 244.100.

**08-619 AGENDA ITEM 22 – ORDINANCE NO. 1370 - BILL NO. 1548 -
AMENDING ORDINANCE NO. 1000 - WATER RESOURCES
DEPARTMENT**

5:30 p.m.

Agenda Subject: “Second reading and adoption of an Ordinance amending Ordinance No. 1000 in order to change the boundaries of District No. 24 (groundwater remediation); and providing other matters relating thereto. (Bill No. 1548)”

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

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Ordinance No. 1370, Bill No. 1548, entitled, "AN ORDINANCE AMENDING ORDINANCE NO. 1000 IN ORDER TO CHANGE THE BOUNDARIES OF DISTRICT NO. 24 (GROUNDWATER REMEDIATION); AND PROVIDING OTHER MATTERS RELATING THERETO, (BILL NO. 1548) be approved, adopted and published in accordance with NRS 244.100.

**08-620 AGENDA ITEM 23 – ORDINANCE NO. 1371 - BILL NO. 1549 –
DISTRICT NO. 24 (GROUNDWATER REMEDIATION) WATER
RESOURCES DEPARTMENT**

5:30 p.m.

Agenda Subject: “Second reading and adoption of an Ordinance imposing a fee on the parcels of land in Washoe County, Nevada District No. 24 (groundwater remediation) to pay the costs of developing and carrying out a plan for remediation; and prescribing other matters relating thereto. (Bill No. 1549)”

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

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried, Chairman Larkin ordered that Ordinance No. 1371, Bill No. 1549, entitled, " AN ORDINANCE IMPOSING A FEE ON THE PARCELS OF LAND IN WASHOE COUNTY, NEVADA DISTRICT NO. 24 (GROUNDWATER REMEDIATION) TO PAY THE COSTS OF DEVELOPING AND CARRYING OUT A PLAN FOR REMEDIATION; AND PRESCRIBING OTHER MATTERS RELATING THERETO. (BILL NO. 1549)," be approved, adopted and published in accordance with NRS 244.100.

**08-621 AGENDA ITEM 24 – ORDINANCE NO. 1372 - BILL NO. 1550 –
DEVELOPMENT AGREEMENT CASE NO.DA06-001 –
TENTATIVE SUBDIVISION MAP CASE NO. TM04-005
COMMUNITY DEVELOPMENT**

5:30 p.m.

Agenda Subject: “Second reading and adoption of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case No. DA06-001 for Tentative Subdivision Map Case No. TM04-005 for Warm Springs Ranch Subdivision as previously approved by the Washoe County Planning Commission; and if adopted, authorize Chairman to execute Amendment to Initial Development Agreement for Warm Springs Ranch. (Bill No. 1550)”

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

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, Chairman Larkin ordered that Ordinance No. 1372, Bill No. 1550, entitled, "AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA06-001 FOR TENTATIVE SUBDIVISION MAP CASE NO. TM04-005 FOR WARM SPRINGS RANCH SUBDIVISION AS PREVIOUSLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION. (BILL NO. 1550)," be approved, adopted and published in accordance with NRS 244.100.

08-622 AGENDA ITEM 29

Agenda Subject: “Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to (these may include, but not be limited to, Regional Transportation Commission, Reno-Sparks Convention & Visitors Authority, Debt Management Commission, District Board of Health, Truckee Meadows Water Authority, Organizational Effectiveness Committee, Investment Management Committee, Citizen Advisory Boards).”

Commissioner Galloway said the first installment was received for undergrounding for the Boulder Bay project. He said staff informed him that no relation or a duty to perform in exchange for the agreement was honored.

* * * * *

8:57 p.m. There being no further business to come before the Board, on motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried, Chairman Larkin ordered that the meeting be adjourned.

ROBERT LARKIN, Chairman
Washoe County Commission

ATTEST:

AMY HARVEY, County Clerk
and Clerk of the Board of
County Commissioners

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

RESOLUTION

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee and is a subgrantee of State Emergency Response Commission (SERC) consisting of the State Emergency Response Commission (SERC) Grant Program award in the amount of \$33,976.00, and

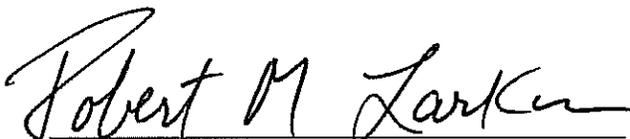
WHEREAS, For the grant listed above, Washoe County is either the recipient of grant funds for individual items for use of Washoe County, or is fiscal agent for other government entities or nonprofit organization that are also members of LEPC; and

WHEREAS, NRS 244.1505 allows the Board of County Commissioners of Washoe County to make a grant of public money for any purpose which will provide a substantial benefit to the inhabitants of Washoe County; and

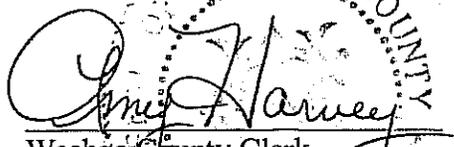
WHEREAS, Washoe County as fiscal agent for the other government entities or nonprofit organizations that are members of LEPC desires to pass through funds and grant assurances from the State grants as described on the attached grant award administrative grid for the uses herein and therein described; and therefore, be it

RESOLVED, That the Washoe County Board of Commissioners hereby grants to the government entities (other than Washoe County agencies for which the Board has accepted funds from the awards) and nonprofit organizations as listed on the attached grant award administrative grid, as a pass through of the amounts shown and for the uses shown thereon, finding that said amounts and uses will provide a substantial benefit to the inhabitants of Washoe County and the Board authorizes the County Manager, or her designee, to sign subgrants with the entities listed on the attached grant award administrative grid, which subgrants, herein incorporated by reference, will set forth the maximum amount to be expended under the subgrants, the use and purposes of the subgrants, and the conditions, limitations and the grant assurances of the subgrants.

ADOPTED this 10th day of June, 2008.


Robert M. Larkin, Chairman

ATTEST:


Washoe County Clerk

WASHOE COUNTY
STATE OF NEVADA

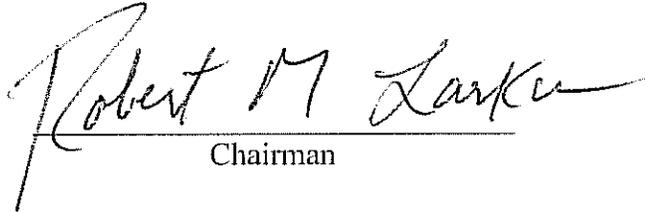
RESOLUTION--Authorizing the Grant of Public Money to Keep Truckee Meadows Beautiful.

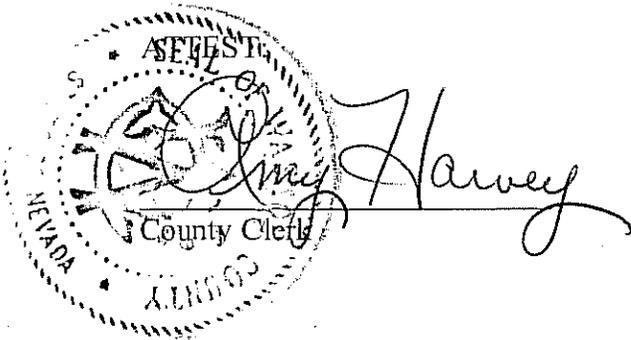
WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, or to a governmental entity, to be expended for a selected purpose; and

WHEREAS, The Board of Commissioners of Washoe County has determined that a certain amount of money is available in Fiscal Year 2007/2008, to make a grant of money to Keep Truckee Meadows Beautiful to assist in funding the Illegal Dumping Task Force and the creation and distribution of information on how to report illegal dumping.

RESOLVED, By the Board of Commissioners of Washoe County that the Board hereby grants to Keep Truckee Meadows Beautiful to assist in funding the Illegal Dumping Task Force and the creation and distribution of information on how to report illegal dumping.

Adopted this 10th day of June, 2008.


Chairman



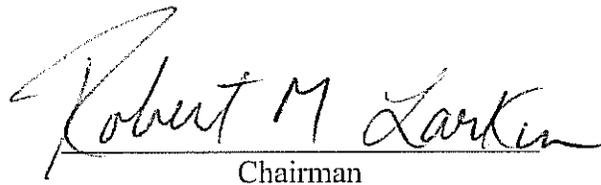
RESOLUTION--Authorizing the Grant of Public Money to the Reno Police Department 2008 Annual Cops & Kids Picnic.

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 private organization, not for profit, or to a governmental entity, to be expended for a selected purpose; and

WHEREAS, The Board of Commissioners of Washoe County has determined that a certain amount of money is available in Fiscal Year 2007/2008, to make a grant of money to the Reno Police Department to assist in funding the 2008 Cops & Kids Picnic on July 25, 2008.

RESOLVED, By the Board of Commissioners of Washoe County that the Board hereby grants to the Reno Police Department to assist in funding the 2008 Cops & Kids Picnic on July 25, 2008.

Adopted this 10th day of June, 2008.


Chairman





INTERLOCAL AGREEMENT

1. PARTIES This Interlocal Agreement ("Agreement") is entered into between Washoe County a political subdivision of the State of Nevada, by and through its duly constituted Board of County Commissioners ("County"), and the City of Reno, a municipality of the State of Nevada ("City"). Where both parties have been referenced, the plural ("the parties") has been used.

2. RECITALS

2.1 The Parties are public agencies under NRS 277.100. The City desires to utilize a portion of the North Valley's Community Center building for the purpose of providing services to the youth and community in this area. Being located within County owned property has provided efficiencies for the Parties and reinforces the strong partnership that benefits this program and the residents in the North Valley's area, Nevada.

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

2.3 NRS 277.050 provides the governing body of a public agency may sell, lease, use or exchange to another public agency real property without advertising for public bids.

3. USE, POSSESSION AND COOPERATION

3.1 The County agrees to permit the City to use and possess, the City agrees to use and possess from the County, certain portions of the North Valleys Community Center located in the North Valley Regional Park, at 8085 Silver Lake Rd, Washoe County, Nevada, 89506, in order for the City to operate their youth recreation program(s).

3.2 The portion of the building to be occupied by the City includes approximately 2,720 sf of space in addition to the nonexclusive use of common areas in conjunction with the County and other lessees of the County ("Premises").

3.3 The portion of the building to be occupied by the City must be available for use

during times that City is not operating youth recreation programs. County cannot be responsible for City property left in the City occupied portion of the building during the times that the City is not operating youth recreation programs.

4. TERM AND RENEWAL

4.1 The term of this Agreement shall be for a twelve (12) month term. The initial term of this Agreement shall commence retroactively to June 1, 2008 (the "Commencement Date") and terminate on or before May 31, 2009, (the "Termination Date"). The occupancy provided herein is anticipated to be during the traditional school breaks and summer program periods.

4.2 Upon termination of this Agreement or City's vacating the Premises, City shall within 10 days remove all personal property that is located on the Premises and return all keys to the County.

4.3 As long as City is in compliance with its duties and obligations under this Agreement, engaged primarily in civic work, and continues to use the Premises only for a civic purpose, City shall have four (4) successive options to renew this Agreement for one year each option, under the same terms and conditions as set forth in this Agreement. Said options shall be exercised automatically unless City or County delivers to the other a written request to terminate this Agreement not less than thirty (30) days prior to the end of the then current term.

5. ALTERATIONS AND IMPROVEMENTS

5.1 City agrees not to alter the Premises without the prior written consent of the County. In the event that City desires to alter the Premises, City shall prepare plans and specifications of any work it plans to perform upon or in the Premises and submit the same to the County for its approval prior to making such alterations or improvements.

5.2 The erection, construction, installation or making of any alterations or improvements shall be accomplished in a workmanlike manner and in compliance with all applicable federal, state, county and municipal laws and regulations. City shall keep the Premises free from any liens arising out of any and all work that it may perform, or materials furnished, or obligations incurred by City. City shall have thirty (30) days from the date of notice of said lien, as provided by the County, within which to remove said encumbrance without breaching the provisions of this Agreement

5.3 The Parties agree that all of City's personal property, which can be removed without affecting the building, shall remain the property of City. All personal property that is attached to the building shall remain with County and County shall be entitled to take possession of the same and remove it at County's sole cost.

6. MAINTENANCE, REPAIRS AND INSPECTIONS

6.1 The County shall perform periodic maintenance to the Premises, the building and

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its mechanical systems, in a reasonable and timely manner, and maintain the same in a safe and clean condition at the County's sole expense. City agrees that all damage done to the Premises by City or its invitees or any person present because of City's occupation of the Premises, shall be paid for by City.

6.2 The County shall maintain at its sole cost and expense, the roof, exterior wall and windows of said building in which the demised premises are located.

6.3 The County shall provide keys to the Premises and City shall return all keys to the County. Upon termination of this agreement or in the event the keys have been issued to an individual and that individual terminates and fails to return the keys, City shall be responsible for re-keying of the Premises.

6.4 The common area is non-exclusive in use and all rules and regulations shall be determined by the County. It is understood that the alarm system shall be set and all doors locked by the last person vacating the premises each day. In the event that county personnel are required to respond after hours to secure the building due to City not complying with this section, all costs including overtime and alarm company fees shall be charged and paid by City, within 30 days of receipt.

7. UTILITIES AND TAXES

7.1 The County shall provide, ensure and maintain utilities and janitorial services to the Premises. The County shall pay all costs associated with the utilities. It is mutually understood and agreed that the County shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing of the utilities when such failure to furnish or delay in furnishing is occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of the County.

7.2 The County shall pay any and all taxes and/or sewer assessment fees applicable to the Premises. City is responsible for any and all payments for personal property taxes.

8. INDEMNIFICATION

8.1 The Parties agree that any claim, demand, cost, or judgment made against a party hereto, arising from any negligent act or negligent failure to act by any of that party's employees, agents, or servants in connection with the performance of obligations assumed pursuant to this Agreement, shall be the sole responsibility of the party against whom such claim, demand, cost or judgment is made.

8.2 The Parties further agree, to the extent allowed under Nevada law regulating limits upon liability of a political subdivision, to hold harmless, indemnify and defend the other from their respective losses, liabilities, or expenses of any nature incurred as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions on the part of their respective employees, agents, and servants.

8.3 The indemnification obligation set forth above is conditioned upon receipt of

prompt written notice by the indemnifying party of the indemnified party's actual notice of any action or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

9. INSURANCE

9.1 Each party hereto shall provide for their financial responsibilities regarding their respective liabilities hereunder through the purchase of insurance or the provision of an adequate self-funded program pursuant to their respective laws. The County reserves the right to approve said retention's and may request additional documentation, financial or otherwise for review prior to the signing of this Agreement.

9.2 City hereby expressly waives and releases any cause of action or right of recovery that City may have hereafter against the County for any loss or damage to the Premises, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance.

10. HAZARDOUS SUBSTANCES

10.1 City shall not cause or permit any hazardous substances to be used, released, stored, manufactured or disposed in or upon the Premises except in the minimum quantities as are customary and usual in connection with City's permitted use.

10.2 If hazardous substances have been used, released, stored, manufactured or disposed in or upon the Premises, or if the Premises are or become contaminated in any manner, for which City is legally liable, City shall indemnify, defend and hold the County harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with County's attorney fees.

10.3 "Hazardous Substances" mean all toxic, ignitable, reactive and corrosive substances regulated by federal, state or local governments.

11. TERMINATION

11.1 Upon termination of this Agreement, City shall quit the Premises peaceably, with no damage to the Premises, normal wear and tear and damage excepted, and shall remove all of City's personal property from the Premises.

11.2 County may terminate this Agreement without penalty or charge, upon delivery of ninety (90) day written notice to City, whenever the County's operation shall change so as to require use of the Premises.

11.3 The failure of either party hereto to observe or perform any covenants, conditions or provisions of this Agreement required to be made, observed or performed by such party, after delivery of thirty (30) days written notice of such default, shall constitute a default of this Agreement by such party; provided, however, that if the nature of the default is such that more

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than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if such party commences such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. Upon default, the non-defaulting party may pursue all remedies available under Nevada law, including termination of this Agreement and recovery of all damages caused by such default.

12. MISCELLANEOUS PROVISIONS

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

12.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada. The Parties consent to the personal jurisdiction of any state court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by such state court under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

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

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

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

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

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

If to County: Director of Public Works
Post Office Box 11130 (if by mail)
Reno, Nevada 89520

And to City: Director of Parks, Recreation and Community Services
190 E. Liberty St.
Reno, Nevada 89501

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

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

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

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Remainder of page left blank intentionally

IN WITNESS WHEREOF, the Parties have executed this Agreement.

RENO CITY COUNCIL

WASHOE COUNTY COMMISSION

By: _____
Robert A. Cashell, Mayor
City of Reno

By: Robert M Larkin
Robert M. Larkin, Chairman
Washoe County Commission

STATE OF Nevada)
COUNTY OF Washoe)

On this 10th day of June, 2008, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared ROBERT M. LARKIN known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily on behalf of County for the uses and purposes therein mentioned.

Rita Lencioni

Notary Public



STATE OF _____)
COUNTY OF _____)

On this ____ day of _____, 2008, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared _____, known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily on behalf of City for the uses and purposes therein mentioned.

Notary Public

Approved as to Form: _____
Deputy City Attorney

SK(a)

INTERLOCAL AGREEMENT

1. PARTIES This Interlocal Agreement ("Agreement") is entered into between Washoe County by and through its duly constituted Board of County Commissioners ("County"), and the Washoe County School District, acting for the Sun Valley Family Resource Center, a Nevada Local Education Agency, ("FRC"). Where both parties have been referenced, the plural ("the parties") has been used.

2. RECITALS

2.1 The Parties are public agencies under NRS 277.100. FRC collaborates with local community organizations and programs to assist families with self-sufficiency and success. Services provided include emergency clothing/food referrals, agency referrals, family literacy programs, scholastic preparation classes, employment information and volunteer opportunities. Being located within County owned property has to date served to reinforce the strong partnership that benefits this program and the residents in Sun Valley, Nevada.

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

2.3 NRS 277.050 provides the governing body of a public agency may sell, lease, use or exchange to another public agency real property without advertising for public bids.

3. USE, POSSESSION AND COOPERATION

3.1 The County agrees to permit FRC to use and possess, and FRC agrees to use and possess from the County, certain portions of the Sun Valley Neighborhood Center located the Sun Valley Community Park, at 115 W. 6th Street, Sun Valley, Nevada, 89433, in order for FRC to operate their community resource center.

3.2 The portion of the building to be occupied by FRC includes approximately 150 sf of office space in addition to the nonexclusive use of common areas in conjunction with the County and other lessees of the County ("Premises").

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4. TERM AND RENEWAL

4.1 The term of this Agreement shall be for a twelve (12) month term, the initial term of this Agreement shall commence retroactively to September 1, 2007 (the "Commencement Date") and terminate on or before August 31, 2008, (the "Termination Date").

4.2 Upon termination of this Agreement or the FRC vacating the Premises, FRC shall within 10 days remove all personal property that is located on the Premises and return all keys to the County.

4.3 As long as FRC is in compliance with its duties and obligations under this Agreement, remains a non-profit Nevada corporation in good standing engaged primarily in civic and charitable work and continues to use the Premises only for a civic purpose, FRC shall have four (4) successive options to renew this Agreement for one year each option, under the same terms and conditions as set forth in this Agreement. Said options shall be exercised automatically unless either County or FRC delivers to the other a written request to terminate this Agreement not less than thirty (30) days prior to the end of the then current term.

5. ALTERATIONS AND IMPROVEMENTS

5.1 FRC agrees not to alter the Premises without the prior written consent of the County. In the event that FRC desires to alter the Premises, FRC shall prepare plans and specifications of any work it plans to perform upon or in the Premises and submit the same to the County for its approval prior to making such alterations or improvements.

5.2 The erection, construction, installation or making of any alterations or improvements shall be accomplished in a workmanlike manner and in compliance with all applicable federal, state, county and municipal laws and regulations. FRC shall keep the Premises free from any liens arising out of any and all work that it may perform, or materials furnished, or obligations incurred by FRC. FRC shall have thirty (30) days from the date of notice of said lien, as provided by the County, within which to remove said encumbrance without breaching the provisions of this Agreement.

5.3 The Parties agree that all of FRC's personal property, which can be removed without affecting the building, shall remain the property of FRC. All personal property that is attached to the building shall remain with County and County shall be entitled to take possession of the same and remove it at County's sole cost.

6. MAINTENANCE, REPAIRS AND INSPECTIONS

6.1 The County shall perform periodic maintenance to the Premises, the building and its mechanical systems, in a reasonable and timely manner, and maintain the same in a safe and clean condition at the County's sole expense. FRC agrees that all damage done to the Premises by FRC or its invitees or any person present because of the FRC's occupation of the Premises, shall be paid for by the FRC.

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6.2 The County shall maintain at its sole cost and expense, the roof, exterior wall and windows of said building in which the demised premises are located.

6.3 The County shall provide keys to the Premises and the FRC shall return all keys to the County. Upon termination of this agreement or in the event the keys have been issued to an individual and that individual terminates and fails to return the keys, FRC shall be responsible for re-keying of the Premises.

6.4 The common area is non-exclusive in use and all rules and regulations shall be determined by the County. It is understood that the alarm system shall be set and all doors locked by the last person vacating the premises each day. In the event that county personnel are required to respond after hours to secure the building due to FRC not complying with this section, all costs including overtime and alarm company fees shall be charged and paid by FRC, within 30 days of receipt.

7. UTILITIES AND TAXES

7.1 The County shall provide, ensure and maintain utilities and janitorial services to the Premises. The County shall pay all costs associated with the utilities. It is mutually understood and agreed that the County shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing of the utilities when such failure to furnish or delay in furnishing is occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of the County.

7.2 The County shall pay any and all taxes and/or sewer assessment fees applicable to the Premises. FRC is responsible for any and all payments for personal property taxes.

8. INDEMNIFICATION

8.1 The Parties agree that any claim, demand, cost, or judgment made against a party hereto, arising from any negligent act or negligent failure to act by any of that party's employees, agents, or servants in connection with the performance of obligations assumed pursuant to this Agreement, shall be the sole responsibility of the party against whom such claim, demand, cost or judgment is made.

8.2 The Parties further agree, to the extent allowed under Nevada law regulating limits upon liability of a political subdivision, to hold harmless, indemnify and defend the other from their respective losses, liabilities, or expenses of any nature incurred as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions on the part of their respective employees, agents, and servants.

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

9. INSURANCE

9.1 Each party hereto shall provide for their financial responsibilities regarding their respective liabilities hereunder through the purchase of insurance or the provision of an adequate self-funded program pursuant to their respective laws. The County reserves the right to approve said retention's and may request additional documentation, financial or otherwise for review prior to the signing of this Agreement.

9.2 FRC hereby expressly waives and releases any cause of action or right of recovery that FRC may have hereafter against the County for any loss or damage to the Premises, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance.

9.3 If FRC fails to maintain any of the insurance coverage's required, the County may purchase such insurance to cover any damages which said County may be liable to pay through any of the operations under this Agreement and the amount of the premium shall be the responsibility of FRC.

10. HAZARDOUS SUBSTANCES

10.1 FRC shall not cause or permit any hazardous substances to be used, released, stored, manufactured or disposed in or upon the Premises except in the minimum quantities as are customary and usual in connection with FRC's permitted use.

10.2 If hazardous substances have been used, released, stored, manufactured or disposed in or upon the Premises, or if the Premises are or become contaminated in any manner, for which FRC is legally liable, FRC shall indemnify, defend and hold the County harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with County's attorney fees.

10.3 "Hazardous Substances" mean all toxic, ignitable, reactive and corrosive Substances regulated by federal, state or local governments.

11. TERMINATION

11.1 Upon termination of this Agreement, FRC shall quit the Premises peaceably, with no damage to the Premises, normal wear and tear and damage excepted, and shall remove all of FRC's personal property from the Premises.

11.2 County may terminate this Agreement without penalty or charge, upon delivery of ninety (90) day written notice to FRC, whenever the County's operation shall change so as to require use of the Premises.

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11.3 The failure of either party hereto to observe or perform any covenants, conditions or provisions of this Agreement required to be made, observed or performed by such party, after delivery of thirty (30) days written notice of such default, shall constitute a default of this Agreement by such party; provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if such party commences such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. Upon default, the non-defaulting party may pursue all remedies available under Nevada law, including termination of this Agreement and recovery of all damages caused by such default.

12. MISCELLANEOUS PROVISIONS

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

12.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada. The Parties consent to the personal jurisdiction of any state court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by such state court under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

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

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

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

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

12.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of

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a corporate party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

If to County: Director of Public Works
 Post Office Box 11130 (if by mail)
 Reno, Nevada 89520

And to FRC: Brenda Hess, Director
 Sun Valley Family Resource Center
 115 W. 6th Street
 Sun Valley, Nevada 89433

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

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

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

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IN WITNESS WHEREOF, the Parties have executed this Agreement.

WASHOE COUNTY SCHOOL DISTRICT

WASHOE COUNTY COMMISSION

By: Jim Barclay
Jim Barclay

By: Robert M. Larkin
Robert M. Larkin, Chairman
Washoe County Commission

STATE OF Nevada
COUNTY OF Washoe

On this 10th day of June, 2008, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared ROBERT M. LARKIN, known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily on behalf of County for the uses and purposes therein mentioned.

Rita Lencioni
Notary Public



STATE OF Nevada
COUNTY OF Washoe

On this 27th day of May, 2008, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared Jim Barclay, known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily on behalf of FRC for the uses and purposes therein mentioned

Sherry Miceli
Notary Public



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