

BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA

TUESDAY

9:00 A.M.

NOVEMBER 9, 2010

PRESENT:

David Humke, Chairman
Bonnie Weber, Vice Chairperson
Bob Larkin, Commissioner
Kitty Jung, Commissioner
John Breternitz, Commissioner

Nancy Parent, Chief Deputy Clerk (9:04 a.m. to 2:12 p.m.)
Amy Harvey, County Clerk (11:40 a.m. to 4:39 p.m.)
Katy Simon, County Manager
Melanie Foster, Legal Counsel

The Washoe County Board of Commissioners convened at 9:04 a.m. in regular session in the Caucus Room of the Washoe County Administration Complex, 1001 East Ninth Street, #A205, 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:

County Manager Katy Simon stated: "The Chairman and the 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."

10-1013 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."

Garth Elliott said he was resolved to push for open and free communication from the County Commission, similar to what was enjoyed from the Reno and Sparks City Councils.

10-1014 AGENDA ITEM 4

Agenda Subject: “Update, discussion and possible direction to staff concerning trends and issues in employee compensation and benefits, including, but not limited to, best practices in sustainable labor costs, workforce planning and the changing nature of work.”

Katy Simon, County Manager, stated staff had put together some experts to talk about the County’s compensation and benefits program, as well as what was being done nationally and possible trends for the future. She introduced Dick Bostdorff, a restructure and leadership consultant, who would be moderating a series of four sessions on the future of County government.

Mr. Bostdorff said his role would be to make sure the Board looked at least ten years into the future to ask what would change and what processes needed to change to better serve the community.

The following individuals conducted a PowerPoint presentation, which was placed on file with the Clerk: Ron Keimach, Reward Consultant for the Hay Group; Katey Fox, Human Resources Director; Sue Sabourin, Human Resources Analyst for Washoe County; Darin Conforti, Budget Manager for Washoe County; and Evelyn Hullin, Employee Benefits Consultant and Health Insurance Broker for Wells Fargo.

Mr. Keimach indicated he had been with the Hay Group since 1983 and was one of the consultants on the team that helped Washoe County install its current program in 1999. He presented some facts and figures about the Hay Group. He identified the key components of an effective long term plan. He indicated the Board had approved its definition of comparable markets and set the County’s pay policy in 1999, and its investment as a fiscally conservative and fiscally appropriate organization had paid off. He defined several key questions used to select the appropriate market group of comparators, such as: “where do we get employees and where do we lose employees.” He talked about the factors and criteria that were previously considered in selecting comparator organizations for Washoe County. Mr. Keimach displayed graphs showing the County’s trend of pay against its comparator market, based on a 2007 survey. He noted the County’s policy was designed to set the trend right at the median of the market, and the survey showed the actual trend to be slightly below the median.

Commissioner Jung observed the people at the lower end of the salary scale actually made more than the median but those at the higher end were below the median. Mr. Keimach cautioned that the graph showed general trends and there were many reasons why the line trended higher at the lower end of the scale. Ms. Simon explained the County’s compensation policy set the top of the pay ranges at the average of the market.

Ms. Fox reviewed the list of benefits currently received by County employees. Commissioner Jung asked if employee assistance programs were required or optional on the part of the employer. Ms. Fox indicated they were optional.

Ms. Sabourin gave an overview of the health insurance benefits provided to County employees. She noted the plan was designed by the Insurance Negotiating Committee, which involved the collaboration of nine bargaining units, one management representative, the County's health plan insurance broker, and the health benefits team. Plan negotiations were typically entered around February of each year. Additional monthly meetings were being held to help the Committee develop cost containment strategies and to understand the effect of premiums and claims on the benefit fund. She observed the County's average premium of \$7,588 per year was below the national average of \$8,026 per year for organizations with 500 or more employees. She indicated the average health care premium was expected to increase by about 8.8 percent in 2011, as compared to 6.9 percent in 2010 and 6.0 percent in 2009.

Mr. Conforti interpreted a graph showing the County's average personnel cost per full-time equivalent (FTE) over the last ten years. Actual costs for salaries and benefits were shown against costs that had been adjusted for inflation. He concluded the County's costs had not grown at the same rate of inflation over the ten-year period. He noted there was a spike in 2008-09 due to buy-outs and incentives for those who voluntarily separated from the organization. Chairman Humke asked if the graph captured costs for firefighters. Mr. Conforti stated the graph did not include costs related to the Truckee Meadows Fire Protection District and the Sierra Fire Protection District. Chairman Humke suggested the public would be interested to see such information. Mr. Conforti indicated he would have to work with the City of Reno to get access to their data. Commissioner Larkin noted benefit costs were at an all-time high, although salaries and wages had been reduced to 2004 levels. Mr. Conforti agreed the benefits reflected growth in health insurance and retirement costs.

Mr. Keimach talked about emerging trends in pay and benefits. He agreed the growth of retirement plans was one of the most significant nationwide issues. He stated the Board's future choices would center on achieving the correct balance between employee engagement and service delivery. He indicated work climate, employee satisfaction, and employee engagement were crucial to the continued delivery of the desired services utilizing the desired employees. He listed several things that organizations were doing to cut costs, including: furloughs, layoffs, early retirements, salary freezes, staffing reductions, new pay structures for new employees, and non-cash pay delivery. He emphasized the importance of balancing cost reduction and employee relations to get the best return on investment.

Commissioner Weber commented that different generations seemed to want different things from their jobs and their benefits. Mr. Keimach agreed there were demographic differences in what employees valued.

Ms. Hullin outlined the impacts of the Affordable Health Care Act that was signed into law in March 2010. She indicated the main provisions affecting Washoe County would go into effect in July 2011, although changes would continue beyond 2014. The Act required removal of the lifetime maximum cap, annual benefit cap, and cost sharing for preventive health services in the self-funded PPO plan. HMO and PPO coverage would be extended to age 26 for the children of employees. She estimated the fiscal impact to be approximately 3 percent for the PPO plan and slightly lower for the HMO plan. Ms. Hullin described a temporary federal government subsidy that would reimburse eligible employers for 80 percent of the medical benefit costs between \$15,000 and \$90,000 for retirees age 55 to 64 and for their dependents. Washoe County's application for the subsidy had been submitted and approved. She cautioned the program would end when \$5 billion in federal funding was gone or on December 31, 2013, whichever came first. The County's reimbursement was estimated to range from \$250,000 to \$750,000, based on three years of prior claims data. If received, she anticipated the reimbursement would offset the County's 3 percent increase for implementing changes to the self-funded plan.

Ms. Hullin highlighted several emerging trends in employee health insurance. She noted the cost of providing the traditional self-funded PPO plan had increased by 8 to 9 percent per year, and the HMO plan had increased by 14 percent. She indicated the Insurance Negotiating Committee was changing its focus from a defined benefit approach that maintained current benefits to a defined contribution approach that was designed to reduce rising costs and encourage employees to be more actively involved in their health care decisions. Health savings accounts (HSA's), health reimbursement accounts (HRA's), and cafeteria plans were being discussed as possible plan options.

Ms. Hullin said an HSA was similar to a 401K for health care. It provided a tax-advantaged personal savings or investment account that an employee could use to pay for current and future qualified expenses. The HSA was paired with a high deductible health plan in order to reduce premiums by as much as 20 or 30 percent. She stated \$1,200 was the minimum deductible for 2010. HSA accounts were portable and did not have 'use it or lose it' provisions. The unused contributions could be rolled over from year to year on a tax-free basis, and could be used to offset retirement costs. Contributions could be made by the employee and/or by the employer.

Ms. Hullin indicated HRA's were similar to HSA's, but were sponsored solely by employer contributions. A high deductible health plan was not required alongside of an HRA program, but was thought necessary to realize any premium savings. HRA's had a rollover feature but were not portable. She observed the Insurance Negotiating Committee wanted to see a portability feature that would allow employees to take their accounts into retirement.

Ms. Hullin stated the Insurance Negotiating Committee was interested in exploring a broad cafeteria plan that would allow employees to pick and choose the types of benefits they wanted. She noted such plans took time to implement.

Commissioner Larkin asked if there were advantages to marrying a cafeteria plan with an HSA. Ms. Hullin replied that options could be given for an HMO, a PPO and an HSA as part of a cafeteria plan.

Ms. Simon noted the presentations were intended to give background and food for thought, without placing boundaries on the Board's conversation about where to go in the future.

Commissioner Larkin said he really liked the concept of a paid time off (PTO) program and wanted to see some cost comparisons. He requested a review of the benefits granted after 20 years of service. He suggested some focus on cafeteria and HSA plans would be beneficial, including a discussion of how employees could be educated in new ways of looking at their health.

Commissioner Larkin asked if the meetings of the Insurance Negotiating Committee were noticed to the public. Ms. Simon indicated they were not. Chairman Humke wondered why not. Ms. Simon replied that the meetings involved discussion of labor negotiations. She explained staff meetings did not fall under the Open Meeting Law unless elected officials were appointed to the Committee. She stated the Board always reviewed the Committee's outputs and there were management representatives on the Committee that would be happy to give input to the Board.

Commissioner Jung requested information about the County's market comparables and the criteria used to select them. She commented that the playing field had changed dramatically since 1999. She suggested a regional approach was necessary in order to provide good sustainable jobs and to provide services.

Mr. Bostdorff stated there would be additional sessions to explore the changing nature of the job and the changing expectations of the workforce.

Mayor Geno Martini from the City of Sparks said good information had been provided. He noted more information allowed better decisions.

Ms. Simon indicated the Board's next session would take place December 14, 2010, and would look at financial and organizational sustainability.

In response to the call for public comment, Garth Elliott suggested the County's revenues would collapse when real estate taxes caught up with real estate values. He indicated the burden of bloated government was being carried by citizens who had taken serious reductions in pay or were unemployed.

10:11 a.m. Chairman Humke declared a brief recess.

10:17 a.m. The Board reconvened in the Washoe County Commission Chambers located at 1001 East Ninth Street, Reno, Nevada, with all members present.

10-1015 AGENDA ITEM 8 – 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.”

Betty Hicks talked about fire services in the community. She indicated nothing could be worked out until standards of service had been established. She suggested all existing agreements and contracts should be nullified to create the opportunity for new negotiations and better fire services.

Sam Dehne questioned the integrity of the vote counting process.

10-1016 AGENDA ITEM 5 – RESOLUTION OF ACCOMPLISHMENT

Agenda Subject: “Resolution of Accomplishment--Alicia Reban. (All Commission Districts)”

Commissioner Jung read and presented the Resolution to Alicia Reban, President of the Nevada Land Conservancy. Ms. Reban was recognized for her 20-year contribution to promoting a clean community (Western Nevada Clean Communities and Keep Truckee Meadows Beautiful) and to preserving parks, trails, open space, and libraries (Washoe County Question 1 bond initiative, the Nevada Land Conservancy, and Nevada EcoNet).

Ms. Reban remarked that no woman was an island. She stated none of her accomplishments would have been possible without partners such as Washoe County, community organizations, staff, donors, and volunteers.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 5 be approved and adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

10-1017 AGENDA ITEM 6 – SENIOR SERVICES

Agenda Subject: “Proclamation--November 2010 as National Family Caregivers Month. (All Commission Districts)”

Commissioner Jung read the Proclamation. Grady Tarbutton, Director of Senior Services, introduced Angie Pratt of the Alzheimer’s Association; Diane Ross of The Continuum (health and wellness center); and Dr. Larry Weiss of the Center for Healthy Aging.

Ms. Ross read some words that had been written about caregivers who were nominated for annual awards to be given by the Caregiver Coalition. She said it would take creativity, cooperation and collaboration to give caregivers the help they needed. She indicated the Caregiver Coalition wanted to work with Washoe County over the next year to come up with ideas for keeping people safe, happy and healthy.

Ms. Pratt stated there were 29,000 people in Nevada and 9,000 in northern Nevada who were living with Alzheimer's disease, and 84,751 caregivers provided 96 million hours of care to their loved ones statewide. She noted caregivers experienced high levels of stress and negative impacts to their health, employment, income and financial security. She hoped Washoe County would pay attention by promoting services to help families who were caring for their loved ones. Ms. Pratt placed a fact sheet about Alzheimer's on file with the Clerk.

Dr. Weiss indicated he was working with Senior Services on an anonymous survey to look at caregiver issues among County employees. He observed studies done by MetLife estimated 15 to 25 percent of the workforce had issues with caring for others, resulting in a nationwide cost of about \$33 billion per year. Based on preliminary results, he stated County employees spent 5 to 20 hours per week on the job dealing with caregiver issues. He said he would welcome an opportunity to come back and share information after the survey results were complete.

Chairman Humke noted the system of care would collapse without those who volunteered to provide care to loved ones in their homes.

In response to the call for public comment, Sam Dehne agreed with Chairman Humke's comments. He said he had been a caregiver for his parents and assisted many seniors in the community on a voluntary basis.

Commissioner Weber thanked those who were working to get more attention for caregivers in the community. She noted she had been a caregiver and it was a very emotional experience to be able to give back to another human being.

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

10-1018 AGENDA ITEM 7 – EXCELLENCE IN PUBLIC SERVICE

Agenda Subject: “Presentation of Excellence in Public Service Certificates honoring Washoe County employees who have completed essential employee development courses.”

Katy Simon, County Manager, recognized the following employees for successful completion of the Excellence in Public Service Certificate Programs administered by the Human Resources Department:

Essentials of Management Development

Suzanne Harmon, Supervising Criminalist, Sheriff's Office

Essentials of High Performing Teams

Chris Melloway, Competency Development Coordinator, Juvenile Services

Essentials of Personal Effectiveness

Christine Erickson, Deputy Clerk II, Reno Justice Court

Angelina Phillips, Office Support Specialist, Assessor's Office

Essentials of Support Staff

Christine Erickson, Deputy Clerk II, Reno Justice Court

Angelina Phillips, Office Support Specialist, Assessor's Office

10-1019 AGENDA ITEM 9 – 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 Simon, County Manager, announced minor corrections under the proposed bonds for Agenda Items 35 and 36. She noted Bond Series 2010A and 2010B should have been numbered as Bond Series 2010G and 2010H.

Commissioner Jung stated she had been working with Ruby Pipeline personnel to determine how many local employees were used on their project and how much effort the contractors put into ensuring that local employees were used. Although the Board could not require the use of local employees as a formal condition of approval, she noted the organization had made promises on the record.

Commissioner Breternitz requested a status update on the achievement of annual goals set by the Commission. He also asked for a more in depth presentation by Dr. Larry Weiss from the Center for Aging.

Chairman Humke said the funeral of Judge Paul Hickman, formerly of the Reno Municipal Court, had been a very uplifting experience. He noted Judge Hickman spent the second half of his life in a wheelchair after a car accident, but had made a decision to be happy every day of his life following the unfortunate accident.

Commissioner Weber asked for a presentation from Waste Management regarding their exemption policy. She requested it be placed on the Board’s December 2010 agenda after 6:00 p.m.

**DISCUSSION – CONSENT AGENDA (SEE MINUTE ITEMS
10-1020 THROUGH 10-1031 BELOW)**

Agenda Items 10B and 10E were removed from the consent agenda to allow for separate discussion and consideration.

10-1020 AGENDA ITEM 10A – MINUTES

Agenda Subject: “Approve minutes for the Board of County Commissioners’ meeting of August 24, 2010.”

There was no response to the call for public comment.

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

10-1021 AGENDA ITEM 10C – DISTRICT ATTORNEY’S OFFICE

Agenda Subject: “Approve payments [\$3,084] to vendors for assistance of 20 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons. (All Commission Districts)”

There was no response to the call for public comment.

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

10-1022 AGENDA ITEM 10D – DISTRICT HEALTH DEPARTMENT

Agenda Subject: “Accept client cash donations from the Family Planning, Immunization, Sexually Transmitted Disease and Tuberculosis programs [\$9,610.09] for the period July 1, 2010 through September 30, 2010. (All Commission Districts)”

On behalf of the Board, Commissioner Jung thanked various individuals for their generous donations to the programs.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 10D be accepted.

10-1023 AGENDA ITEM 10F – SHERIFF’S OFFICE

Agenda Subject: “Accept donated refreshments [valued at \$528.32] from Crystal Bay Club, Hyatt Regency Lake Tahoe, 7-Up and Raleys, in support of the annual Sheriff’s Incline Substation Open House held on September 11, 2010. (Commission District 1)”

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

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 10F be accepted.

10-1024 AGENDA ITEM 10G – TRUCKEE RIVER FLOOD MANGEMENT PROJECT

Agenda Subject: “Approve travel reimbursement for Flood Project Coordinating Committee Board Members, most of whom are non-County employees, to travel as necessary to support the Flood Project during Fiscal Year 2010-11 at a cost not-to-exceed \$6,000; and if approved, authorize expenditure from the 1/8 cent sales tax dedicated to the Truckee River Flood Management Project. (All Commission Districts)”

There was no response to the call for public comment.

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

10-1025 AGENDA ITEM 10H1 – MANAGER’S OFFICE/COMMUNITY SUPPORT ADMINISTRATOR

Agenda Subject: “Approve and authorize Chairman to execute Amendment #2 Washoe County, Nevada Grant Program Contract Shelter Plus Care Program II between the County of Washoe and Restart, Inc. to extend the term of the agreement through December 31, 2010 [no fiscal impact]. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 10H1 be approved, authorized and executed.

10-1026 AGENDA ITEM 10H2 – MANAGER’S OFFICE

Agenda Subject: “Acknowledge update regarding status of the Supreme Court ADKT No. 411, issues concerning representation of indigent defendants in criminal and juvenile delinquency cases. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 10H2 be acknowledged.

10-1027 AGENDA ITEM 10I1 – PUBLIC WORKS

Agenda Subject: “Approve Resolution to donate a used surplus 2000 Ford F5D Boom Truck (VIN #1FDA57F1YEE53743) in “AS IS” condition to City of Reno from the Public Works Road Division; and, if approved, authorize Chairman to execute Resolution. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 10I1 be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

10-1028 AGENDA ITEM 10I2 – PUBLIC WORKS

Agenda Subject: “Authorize Chairman to execute the Community Rating System (CRS) Renewal Application to the National Flood Insurance Program for a continued reduction in local flood insurance policy premiums. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 10I2 be authorized and executed.

10-1029 AGENDA ITEM 10J1 – DEPARTMENT OF WATER RESOURCES

Agenda Subject: “Approve removal of uncollectible accounts [\$60,831.22] from the records of the Department of Water Resources as determined by the Comptroller’s Office pursuant to NRS 354.257. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 10J1 be approved.

10-1030 AGENDA ITEM 10J2 – DEPARTMENT OF WATER RESOURCES

Agenda Subject: “Authorize Washoe County Department of Water Resources to request statements of qualifications from engineering firms to provide design services for the Spanish Springs Phase 1b of the Septic to Sewer Conversion program with an anticipated contract amount not to exceed \$90,000. (Commission District 4)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 10J2 be authorized.

10-1031 AGENDA ITEM 10J3 – DEPARTMENT OF WATER RESOURCES

Agenda Subject: “Approve and authorize the Chairman to execute the Amended Interlocal Agreement for Operation and Maintenance of Water Facilities between the County of Washoe and South Truckee Meadows General Improvement District, retroactive to July 1, 2010. (Commission District 2)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 10J3 be approved, authorized and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

10-1032 AGENDA ITEM 10B – REGISTRAR OF VOTERS

Agenda Subject: “Vote Canvass - November 2, 2010 General Election. (All Commission Districts)”

Dan Burk, Registrar of Voters, provided a breakdown of results from the General Election. He noted a total turnout of 141,585 voters (64 percent). Almost 58,000 people (41 percent) voted on Election Day. A higher than normal percentage of provisional ballots were cast, and 415 out of 576 were counted. Early voting drew 69,116 voters (almost 50 percent) at 18 locations. More than 17,000 absentee ballots were requested and 14,564 were returned, for an unusually high return rate of 83 percent. Expedited mailing was used to send ballots 46 days before the Election in order to reach overseas voters and military personnel. Soldiers who did not mail them back in a timely manner were allowed to vote through a special faxing system, so that every single military person who wanted to vote was given the opportunity to do so. There were 77

early voting workers. There were 566 poll workers at 95 locations on Election Day, and 55 of them were County employees. Two polling locations experienced some operational difficulties after opening, one in Lemmon Valley and one at Shopper's Square.

Mr. Burk indicated the audit conducted by the Certification Board resulted in a perfect match. The audit compared 2.6 percent of the results captured by the Voter Verified Paper Audit Trail (VVPAT) system against the electronic results. He pointed out the Certification Board independently selected its own sample of polling places and voting units for comparison. He placed a copy of the Summary Report and Statement of Votes Cast for Washoe County on file with the Clerk.

Mr. Burk thanked Technology Services, the Library system, the Sheriff's Office, Reprographics, and Community Relations for their support. He recognized numerous staff members and individuals, as well as the 55 County workers who volunteered on Election Day and the department heads who released them from their normal duties. He acknowledged the Certification Board members who were present throughout each stage of the election process.

Each of the Commissioners commended Mr. Burk and his staff, as well as all of the volunteers who contributed to the election process.

Commissioner Weber requested a future agenda item to talk about complaints that sample ballots did not get out early enough. She wondered if it was possible to establish earlier mailing dates so that people would be guaranteed enough time to look at their sample ballots. She said she was glad to hear all military personnel were given the opportunity to vote. She noted she attended some poll watchers classes, where she heard there were people walking up and down the lines of those waiting to vote at a couple of locations. She asked for information as to how poll workers were trained, and what they could or could not do.

Chairman Humke observed there had been quite a bit of media discussion about the election, including a comment on television that: "the Registrar of Voters had so much staff; what do they do the rest of the year?" He asked Mr. Burk how many full-time equivalent (FTE) employees he had in his office and how the team was put together for an election. Mr. Burk explained there were only four FTE's in the Registrar's office in addition to himself, which compared to seven FTE's in 2008. He stated each person in his office was assigned to one primary area of concern such as absentee balloting, candidate filing, or delivering supplies to the polling locations. The employees in his office also trained each other, and everyone shared responsibility for everything that happened. He acknowledged County Manager Katy Simon for making it everyone's process by allowing other County departments to contribute their people, which resulted in a high level of professionalism. He emphasized the election process worked because of the County employees and the volunteers who came back election after election.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the vote canvass submitted under Agenda Item 10B be approved and declared as official. The Abstract of Votes Cast in the General Election of November 2, 2010 is attached hereto and made a part of the minutes thereof.

10-1033 AGENDA ITEM 10E – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Approve the revised Regional Parks and Open Space Department’s Fees and Charges Policy and the 2011 Fees and Charges Schedule. (All Commission Districts)”

Al Rogers, Assistant Director of Regional Parks and Open Space, indicated there was one minor policy update for 2011. He stated one sentence had been removed because the Enterprise Golf Fund had not been supported by the General Fund for the past two years. Based on economic conditions and a comparative market analysis for comparable services in the area, he noted most of the fees and charges were not changed for 2011. He observed increases were recommended for a few of the facility fees, which were highlighted on the attachment to the staff report. He said a decrease of about 10 percent was recommended for most of the golf course greens fees.

Commissioner Breternitz requested that future reports highlight any policy changes so Board members would know what specific changes were recommended.

Commissioner Weber asked if fees remained the same for rental of the community centers. She observed there were people who did not rent the facilities because of the cost. Mr. Rogers explained there had been about a 30 percent drop in community rentals during calendar year 2009-10, but 80 to 90 percent of the decrease was attributed to the loss of reciprocal use by internal departments and other government agencies. A small percentage of the decrease was due to members of the community who were required to pay for use of the facilities. He stated revenues were down by 6 percent despite a 30 percent drop in facility use. He noted the County’s prices were in line with those of other agencies and staff did not see a necessity to decrease fees based on lack of use. He observed there had been an increase in facility use for some of the outlying buildings that were typically used less often. Commissioner Weber commented the Cold Springs Community Center was being used for the Seniors Hangout program. Mr. Rogers acknowledged Commissioner Weber’s efforts in helping to establish the Seniors Hangout program. He pointed out there was some increased revenue for use of the facility three times per year by the Boys and Girls Club.

Commissioner Weber wondered whether the \$500 deposit was too much or too little when compared to other community centers in the area. Mr. Rogers said the deposit was either comparable or lower than the deposits charged by other agencies. He indicated there had been discussion about lowering the deposit, but staff concluded \$500 was a very small amount in comparison to the potential damage that could occur during

an event. He pointed out that all or part of the deposit was withheld for about 15 percent of the rentals each year.

Commissioner Weber asked about golf course fees. Mr. Rogers noted the fees for Sierra Sage were established in November of each year by agreement with Cal-Mazz. Cal-Mazz continued to see increased revenue and rounds, and felt it was imperative to maintain the same price point. He indicated a 10 percent decrease was recommended in most of the greens fees at Washoe Golf Course. A 10 percent increase was recommended for private carts that were allowed on the course. He stated the annual passes, for which there was a 70 to 80 percent subsidy, had been increased by 50 percent the previous year. He noted the 36 annual passes that were currently on the books generated an average of \$5.75 per round, although there was a \$30.00 average for a typical round of golf. He said staff was recommending a 10 percent increase to the two types of annual passes.

Commissioner Weber wondered about the Regional Shooting Facility. Mr. Rogers noted an increase was recommended for the daily fee on the public range. He pointed out the facility was very unique and it was felt the market would bear an increase. The intention was to funnel some additional revenue into facility improvements that would be needed in the years to come.

Commissioner Jung asked Mr. Rogers to talk about the process of bringing proposed fees before the Regional Parks and Open Space Commission and about the feedback that was received. Mr. Rogers said a draft fee schedule and policy proposal was presented to the Parks Commission each year, and was unanimously approved on October 5, 2010. He indicated the fees were also presented at monthly meetings of the Men's and Women's Clubs at the Washoe Golf Course. He stated additional input was solicited on customer satisfaction surveys.

In response to the call for public comment, Shirley Canale, Jean Maxwell and Bonnie Foard spoke in opposition to the proposed fee increase for annual golf passes. They suggested it was discriminatory to target seniors for an increase when other fees were being reduced. Ms. Canale noted her average cost was \$15.00 per round after playing 25 rounds of golf at Washoe Golf Course.

Commissioner Weber requested clarification as to how many people had annual passes. Mr. Rogers replied there were a total of 36 annual passes; four in the senior category and the remainder in the golden category. He remarked that staff had considered the issues of equity and subsidy.

Commissioner Weber suggested the annual passes not be increased.

Commissioner Jung recalled previous Board direction that existing pass holders were to be grandfathered in and new members were to be placed in a different tier. Mr. Rogers clarified there had been a sunset policy in place for many years and no new annual passes were offered.

Commissioner Jung wondered how much revenue was involved. Mr. Rogers said less than \$10,000 was at stake, and it was an issue of the annual pass holders being subsidized by other golfers.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, it was ordered there would be no fee increase for current holders of the annual passes at Washoe Golf Course for a period of five years.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 10E be approved and adopted, with the exception of fees for the annual golf passes at Washoe Golf Course.

DISCUSSION – BLOCK VOTE – AGENDA ITEMS 16, 17, 18, 19, 24, 25, 26, 27, 28, 29, 30 and 31 (SEE MINUTE ITEMS 10-1034 THROUGH 10-1046)

Agenda Items 16, 17, 18, 19, 24, 25, 26, 27, 28, 29, 30, 31, and 32 were consolidated into a single block vote. It was noted that Agenda Item 19 was to be continued to the Board's next meeting on December 14, 2010.

10-1034 AGENDA ITEM 16 – DISTRICT COURT

Agenda Subject: “Recommendation to acknowledge and accept three-year “Affirm Mentoring Program” grant to the 2nd Judicial District Court from the Office of Juvenile Justice and Delinquency Prevention, effective October 1, 2010 – September 30, 2013, [\$100,000 per year for three years, no County match required]; and if accepted, direct the Finance Department to make necessary budget adjustments. (All Commission Districts)”

Judge Frances Doherty indicated the three-year grant would be used to obtain mentors for Juvenile Drug Court participants. She said the judges were hoping that early participants and younger participants between the ages of 12 and 17 would be assigned a mentor who would last throughout their Juvenile Drug Court experience and beyond. She indicated mentors were critical to increasing the likelihood of success.

Katy Simon, County Manager, pointed out a competitive process had been used to award only nine grants nationwide. She stated Big Brothers Big Sisters of Northern Nevada (BBBSNN) was one of only two agencies to participate in such a mentoring program nationwide. Judge Doherty agreed that BBBSNN was second to none. She remarked they were a terrific community agency and the Court appreciated their partnership.

There was no response to the call for public comment.

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

10-1035 AGENDA ITEM 17 – SHERIFF’S OFFICE

Agenda Subject: “Recommendation to approve the sole source to Eppendorf, for the purchase of two Eppendorf EpMotion 5075 liquid handling instruments (robots) [total of \$158,311.50] for use in the DNA section of the Washoe County Sheriff’s Office Forensic Science Division. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 17 be approved.

10-1036 AGENDA ITEM 18 – FINANCE

Agenda Subject: “Recommendation to acknowledge staff report pursuant to NRS 354.598005 advising the Board of a cross function budget adjustment to remove the \$4,000,000 labor cost savings contra amounts placed in departmental 2010-2011 budgets OPEB Trust account. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 18 be acknowledged.

10-1037 AGENDA ITEM 19 – FIRE SERVICES / MANAGEMENT SERVICES

Agenda Subject: “Discussion and possible direction to staff on the membership composition of the Multi-Stakeholder Emergency Medical Services Task Force previously approved by the Board August 10, 2010. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 19 be continued to December 14, 2010.

10-1038 AGENDA ITEM 24 – COMMUNITY SUPPORT ADMINISTRATOR / MANAGEMENT SERVICES

Agenda Subject: “Recommendation to authorize the Chairman to execute the Amendment to the Homeless Prevention and Rapid Re-housing Program (HPRP)

State Grantee Award. This amendment revises the approved cost categories, per Washoe County's request. The changes are necessary to move grant funds from areas where there is less utilization, to areas of the greatest demand (no fiscal impact). (All Commission Districts)"

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 24 be authorized and executed.

**10-1039 AGENDA ITEM 25 – COMMUNITY SUPPORT
ADMINISTRATOR / MANAGEMENT SERVICES**

Agenda Subject: "Recommendation to approve and authorize the Chairman to execute Grant Program Agreement Amendments with Kids to Senior Korner, to increase the amount by \$31,466 (to a total of \$191,466) and extend the term to December 31, 2011 and Resolution for same; Children's Cabinet to increase the amount by \$31,466 (to a total of \$111,466) and extend the term to December 31, 2011 and Resolution for same; Nevada Legal Services to reduce the amount by \$15,000 (to a total of \$35,000) and extend the term to December 31, 2011; Washoe Legal Services to reduce the amount by \$40,800 (to a total of \$9,200) and extend the term to December 31, 2011; and Amendment #1 Interlocal Agreement between the County of Washoe and City of Reno to reduce the amount by \$7,500 (to a total of \$7,500) for the Homeless Prevention and Rapid Re-housing Program (HPRP); and if all approved, authorize Finance to make necessary adjustments (no fiscal impact). (All Commission Districts)"

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 25 be approved, authorized and executed. The Resolutions for same are attached hereto and made a part of the minutes thereof. Amendment #1 to the Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

10-1040 AGENDA ITEM 26 – PUBLIC WORKS

Agenda Subject: "Recommendation to award bid for the Verdi Library Nature Center Expansion project to the lowest responsive and responsible bidder (staff recommends 2K Construction) [\$228,600 - funding source 2000 WC-1 Bond]; and if approved, authorize the Chairman to execute the contract documents. (Commission District 5)"

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 26 be awarded, approved, authorized, and executed.

10-1041 AGENDA ITEM 27 – PUBLIC WORKS

Agenda Subject: “Recommendation to approve in concept the Marlin Channel Detention Facility; and if approved, authorize staff to proceed with the submittal of an application for FEMA FMA/PDM grant funding for a total estimated project amount of \$2,600,000 requiring a 25% match plus other non-reimbursable costs which makes Washoe County’s contribution estimated at \$694,000; and appoint the Director of Public Works as agent for Washoe County. (Commission District 3)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 27 be approved, authorized, and appointed.

**10-1042 AGENDA ITEM 28 – REGIONAL PARKS AND OPEN SPACE/
PUBLIC WORKS**

Agenda Subject: “Recommendation to award Bid for the Belli Fire Ecosystem Restoration Implementation Project funded by the American Recovery & Reinvestment Act 2009 to the lowest responsive and responsible bidder (staff recommends Peri Landscape Construction & Materials Inc.) [\$257,156.50]; and if awarded, authorize the Chairman to execute the contract documents. (Commission Districts 1 and 5)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 28 be awarded, authorized and executed.

**10-1043 AGENDA ITEM 29 – REGIONAL PARKS AND OPEN SPACE /
PUBLIC WORKS**

Agenda Subject: “Recommendation to award Bid for the Red Rock Fire Ecosystem Restoration Implementation Project funded by the American Recovery & Reinvestment Act 2009 to the lowest responsive and responsible bidder (staff recommends Garden Shop)[\$114,950]; and if awarded, authorize Chairman to execute the contract documents. (Commission District 5)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 29 be awarded, authorized and executed.

10-1044 AGENDA ITEM 30 – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT

Agenda Subject: “Recommendation to approve and amend the land acquisition and relocation professional services budget [\$305,000, not-to-exceed \$605,000] for existing on-call consulting service contracts with Property Specialists, Inc, Overland Pacific & Cutler, & Associated Right-of-Way Services, Inc.; and authorize the use of the 1/8 cent sales tax dedicated to the Truckee River Flood Project Operating Fund 494. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 30 be approved, amended and authorized.

10-1045 AGENDA ITEM 31 – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT

Agenda Subject: “Recommendation to approve an amendment to an Agreement for Professional Services between the County of Washoe and Kaempfer Crowell Renshaw Gronauer & Florentino [\$150,000 with a total contract amount not-to-exceed \$250,000] to provide representation in rate setting and fee collections for the Truckee River Flood Management Project; and authorize the use of the 1/8 cent sales tax dedicated to the Truckee River Flood Project Operating Fund Account 211; and if approved, authorize Chairman to execute Agreement. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 31 be approved, authorized and executed.

10-1046 AGENDA ITEM 32 – TRUCKEE RIVER FLOOD MANAGEMENT PROJECT

Agenda Subject: “Recommendation to approve Interlocal Agreement between the County of Washoe (on behalf of the Truckee River Flood Project) and the City of Reno for use of flood project funds for the Virginia Street Bridge TRAction Project Phase II – Step 1 design services to conduct further visioning and complete preliminary project design and environmental permitting [not to exceed \$1,800,000]

with expenses to be charged to Truckee River Flood Project capital fund account 494 (1/8% sales tax for Truckee River Flood Management Infrastructure); and if approved, authorize the Chairman to execute the Interlocal Agreement. This Agreement replaces a previous Interlocal Agreement with a funding commitment of \$2,000,000 (Amendment No. 2 to the Virginia Street Bridge Agreement between the County of Washoe and the City of Reno approved on May 12, 2009 which will be rescinded) and decreases the amount of the original agreement amount by \$200,000. (Commission District 3)"

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 32 be approved, authorized and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

12:12 p.m. The Board convened as the Board of Directors for the South Truckee Meadows General Improvement District with all members present.

12:22 p.m. The Board reconvened as the Board of Washoe County Commissioners with all members present.

10-1047 AGENDA ITEM 21 – RENO JUSTICE COURT

Agenda Subject: “Introduction and first reading of an Ordinance amending Chapter 5 (Administration and Personnel) modifying the computation of longevity pay for Justices of the Peace retroactive to January 1, 2010; and other matters properly related thereto. (All Commission Districts)”

Nancy Parent, Chief Deputy Clerk, read the title for Bill No. 1632.

Commissioner Breternitz referenced the proposed language under Section 3, Paragraph 2(a). He said there appeared to be a difference between what was proposed for justices who came into office during a partial term and the language in Nevada Revised Statutes (NRS) for elected officials. Judge Peter Sferrazza noted language was added at the request of Human Resources. He stated the intent was to count from the day an official was first elected or appointed. He emphasized there was no intent under the proposed ordinance to treat the judges differently from any other elected officials.

Commissioner Breternitz asked staff whether all elected officials were treated the same way as what the ordinance proposed. Katy Simon, County Manager, read the following from NRS 245.044(2): “The additional salary provided in this section for an eligible county officer: (a) must be computed on July 1 of each year by multiplying 2 percent of the base salary for the appropriate fiscal year as provided in subsection 2 of NRS 245.043, or the annual salary set pursuant to subsection 3 of NRS 245.043, as applicable, by the number of full calendar years the elected county officer has served in

his office." She said it was a challenge for the Human Resources Department to interpret what should be done for those appointed to a partial term. She indicated the Comptroller's Office was concerned that prorating months of service would not be consistent with the NRS because it would not be computed on the number of full calendar years. She clarified that several folks had been trying to solve different problems.

Judge Sferrazza explained the judges had been given three choices of clarifying language by the District Attorney's Office and selected the language they thought was the fairest. He stated the language could be taken out if that was what the Board wished to do. He said it was his understanding the longevity pay was not received in any case until four calendar years were completed.

Commissioner Breternitz said he preferred to have everything compared across the board to other elected officials. Judge Sferrazza suggested there was language that could simply be deleted. He noted that officials were sworn in on the first Monday in January, which fell after January 1st. Language was added to make it clear the time was to be counted as a full calendar year, although officials were not entitled to receive the benefit until they were reelected and had served four complete calendar years. He said he thought that was how it was interpreted for everyone. He reiterated the judges wanted to be treated exactly the same as every other elected official and the same as all other employees who received longevity pay.

Chief Judge Patricia Lynch indicated she had a copy of the previous document that contained the language used before the change was made. She stated the previous document could be substituted if that was the Board's wish.

11:56 a.m. Chairman Humke suggested the item be continued until later in the agenda so that staff and legal counsel could examine the language and come up with an amendment that could pass on first reading of the ordinance.

12:22 p.m. The Board returned to Agenda Item 21.

12:23 p.m. Chairman Humke left. Vice Chairperson Weber took up the gavel.

Melanie Foster, Legal Counsel, placed a new working copy and new clean copy of the proposed ordinance on file with the Clerk. She said removing language that referred to those appointed to a vacancy would bring the ordinance fully into compliance with statute. She read the following proposed language for Section 3, Paragraph 2: "The additional salary provided in this section for an eligible justice of the peace: (a) is computed on July 1 of each year by multiplying 2 percent of the base salary for the appropriate fiscal year by the number of full calendar years the justice of the peace has served in his or her office." She stated the language would fully comply with State statute and ensure that all elected officials were treated the same. She noted there was still an issue of interpretation, but that it should be addressed for everyone as a countywide issue. Language in Section 3, Paragraph 1 was left in to clarify that the first calendar year in the year of election began when an official was sworn in on the first Monday in January.

Ms. Parent again read the title for Bill No. 1632.

There was no response to the call for public comment.

Bill No. 1632, entitled, "**AN ORDINANCE AMENDING CHAPTER 5 (ADMINISTRATION AND PERSONNEL) MODIFYING THE COMPUTATION OF LONGEVITY PAY FOR JUSTICES OF THE PEACE RETROACTIVE TO JANUARY 1, 2010; AND OTHER MATTERS PROPERLY RELATED THERETO**" was introduced by Commissioner Jung and legal notice for final action of adoption was directed.

12:25 p.m. The Board convened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District with Chairman Humke absent.

1:06 p.m. The Board reconvened as the Board of Washoe County Commissioners with Chairman Humke absent and Vice Chairperson Weber at the gavel.

10-1048 AGENDA ITEM 13 – FINANCE/COMPTROLLER’S OFFICE

Agenda Subject: "Presentation and recommendation to acknowledge receipt of the Washoe County Comprehensive Annual Financial Report (CAFR), auditor's report, report on internal control, and Single Audit Report required by the Office of Management and Budget Circular A-133, for the Fiscal Year ended June 30, 2010 as presented, and authorize the Comptroller's Office to proceed with distribution of the CAFR for public record, as required by law. (All Commission Districts)"

Sheri Mendez, Comptroller, conducted a PowerPoint presentation, which was placed on file with the Clerk. She indicated the financial statement audit produced no findings of significant deficiencies or material weaknesses. The single audit of the County's grant program produced six findings that were noted on page C23 of the Comprehensive Annual Financial report (CAFR). One compliance item was noted and a plan to address the issue was outlined on page 39 of the CAFR. Ms. Mendez discussed various other highlights of the financial audit in which the County received an unqualified opinion from the auditors.

Felicia O'Carroll of Kafoury Armstrong pointed out the County received an unqualified opinion, which was the highest level of assurance the auditors could offer. She stated over \$35 million in federal grant awards had been received and expended. The auditors reviewed findings related to the grant program with management and with the Audit Committee, and management had provided a response to the findings.

Debbie Clark, Head of the Federal Grant Audit for Kafoury Armstrong, explained that seven federal grant programs were audited for Washoe County and three of the programs had findings that were included in the audit report. One finding related to errors noted when the auditors tested the support for cash draws. One finding was related

to the timing of the cash draws, (funds were drawn in advance of when they were needed). Two findings related to the requirement to check the suspended and debarred status of contractors. Although no contractors were suspended or debarred parties, there was no evidence that their status was checked prior to entering into contracts. One finding related to the requirement to communicate federal award information to sub-recipients, and the County subsequently communicated the information. The last finding related to safeguarding of equipment purchased with federal funds, (tagging items with a bar code and encoding items on an inventory list).

Commissioner Larkin noted the findings were related to management control issues rather than to policy questions. County Manager Katy Simon said she appreciated the support from Kafoury Armstrong that helped management to devise some new procedures to address the findings.

There was no response to the call for public comment

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 13 be accepted and authorized.

10-1049 AGENDA ITEM 14 – APPEARANCE

Agenda Subject: “Mitchell Schneider, Washoe County Regional Animal Services Manager and Bonney Brown, Executive Director, Nevada Humane Society. Presentation and status update on the Washoe County Regional Animal Services Program.”

Dan St. John, Public Works Director, stated annual presentations were provided to update the Board as to the status of the public-private partnership between Regional Animal Services (RAS) and the Nevada Humane Society (NHS). He noted the previous year’s discussion had emphasized pet friendly community practices and was followed by a community meeting to get public input.

Mitch Schneider, Manager of RAS, conducted a PowerPoint presentation that was placed on file with the Clerk. He reviewed some of the history behind the public-private partnership. He indicated RAS responded to 30,000 to 35,000 calls for service each year. In 2009, 3,079 service calls were related to public safety (animals in traffic, dog bites, aggressive dogs), and 3,746 service calls were related to animal protection (dogs in hot vehicles, injured animals, animal neglect and cruelty). He talked about the benefits of a new internalized dispatch system. He discussed disaster preparedness efforts through the volunteer Animal Rescue Team (ART). He reviewed animal intake numbers and outcomes for the shelter from 2006 through 2009. In 2009, about half of the animals were returned to their owners (redeemed) and most of the other animals were rescued. He noted an expanded web presence allowed people to look for lost pets and obtain dog licenses online. Mr. Schneider indicated recommendations from a 2009 facility assessment had been fully implemented. He pointed out some of the work

being done to reach long-term objectives. He stated the partnership between RAS and NHS was receiving national attention. This was primarily due to Washoe County's 90 percent animal save rate, which compared to a national save rate of 50 percent and a save rate of 31 percent in Clark County. He briefly discussed other programs as well as volunteer activities.

Bonney Brown, Executive Director of the NHS, conducted a PowerPoint presentation that was placed on file with the Clerk. She reviewed statistics for pet adoptions, the number of animals surrendered by owners, the number of animals transferred from RAS, and the percentage of animal lives saved from 2006 through 2010. She indicated the two facilities combined had a rate of 3.8 animal deaths for every thousand residents, which compared to a national average of 10.2. She discussed the volunteer programs and community services offered by NHS, such as pet adoptions, senior pet adoptions, free and low cost spay/neuter services, and veterinary care assistance for owners with no resources. She noted the NHS did not provide wellness care because it did not want to compete with veterinarians. The Animal Help Desk received over 20,000 requests for advice and assistance in 2009. The facilities high save rate had attracted an increased number of veterinary interns from various parts of the country. She discussed the national recognition and speaking engagements that also resulted from the high save rate. She touched on community fundraising events such as the NHS Walk for Animals and the NHS Duck Race. Ms. Brown pointed out that less than 2 percent of the NHS operating budget came from Washoe County for services rendered by NHS. She thanked the volunteers and donors who made it all possible.

Vice Chairperson Weber requested that each of the Commissioners receive a copy of the 2009 facility assessment. Mr. Schneider agreed to provide that.

Commissioner Larkin noted the two agencies entered into a professional service agreement (PSA) when the facility opened in 2006. He asked if the PSA had included provision for a standard operating procedure (SOP) to be written and, if so, whether it had been presented to the Board. Mr. Schneider indicated the facility had an SOP but it was his understanding it was an internal document between the two agencies. He said the SOP was constantly changing as the agencies evolved and put process improvements in place. He indicated he was happy to provide a copy of what was in place. Mr. St. John noted the SOP was required but it was not a requirement that it be ratified by the Board.

Commissioner Larkin wondered if there was anything the two agencies would want to change at the current point in time. Mr. St. John stated there was a great working relationship between the two entities. He said an amended PSA was in the works and would be brought back to the Board at some point in the future.

In response to the call for public comment, Ardena Perry indicated there was specific language in the Interlocal Agreement and the facility lease agreement that the PSA was to be the defining regulatory doctrine until such time as the SOP's were written, submitted and approved by the Washoe County Commission. She noted the

document that deeded the building to the NHS contained an error in the parcel number. She submitted a copy of the recorded document, which was placed on file with the Clerk. She commented that the monetary support for NHS activities had been less than 2 percent when the facility was opened in 2006. She observed the original agreement was that RAS would take care of strays and legal types of animal issues, and the NHS would provide cruelty investigations, wildlife rehabilitation, and humane education.

Tony Yarbrough indicated he was part of a Statewide coalition called Nevada's People for Animal Welfare (NVPAW). The organization's objectives were to educate and inform as to the difference between animal welfare and animal rights, which included opposition to an extreme animal rights agenda, support for well-drafted common sense ordinances and legislation, and protection of citizens' property rights. He expressed concern about proposed changes to Chapter 55 of the Washoe County Code and stated NVPAW was interested in attending public hearings. He said he found both the RAS and the NHS facilities to be well organized, clean, and to have responsive and efficient staff members. He noted the new dispatch system was awesome.

Margaret Flint said she was a regular volunteer at the NHS. She noted it was a fabulous facility and the staff members were wonderful.

Commissioner Jung thanked Mr. Yarbrough, who was interested in developing partnerships that would allow the community to do even better. She said she was proud and delighted about the gains made in the ability to save, redeem, and return animals to their owners. She indicated the NHS Pet Help Desk was great. She thanked all of the volunteers.

Commissioner Larkin invited Mr. St. John to respond to Ms. Perry's comments. Mr. St. John stated discussions were underway about the PSA and he would check into the SOP. He said he had reviewed the SOP document in its earlier draft form. He noted there were a number of SOP's for specific tasks and there was also an SOP that governed the interaction and relationship between RAS and NHS. He offered to bring it back if the Board wished to see it. Commissioner Larkin suggested the Board could receive an update if there was no requirement for them to ratify the SOP. Mr. St. John observed the PSA had been written before the facility existed when no one knew exactly what would happen. He stated the facility was in its fifth year of successful operation and the writers of the PSA had obviously done a great job.

Ms. Brown pointed out the NHS had been able to lower costs each year by reducing the number of owner surrendered animals. She attributed the reduction to programs such as the Animal Help Desk and spay/neuter assistance.

No action was taken on this item.

2:12 p.m. Vice Chairperson Weber declared a brief recess.

2:55 p.m. The Board reconvened with Chairman Humke absent and Vice Chairperson Weber at the gavel.

10-1050 AGENDA ITEM 15 – CLERK’S OFFICE

Agenda Subject: “Recommendation to acknowledge receipt of report from County Clerk concerning marriage license sales during previously-approved extended hours for Marriage License Bureau on October 10, 2010; Discussion and possible action to direct the County Clerk to extend the hours of operation for the Marriage License Bureau from 8 am to midnight on January 1, 2011 (1-1-11). (All Commission Districts)”

In response to the call for public comment, Ronald Fisk spoke on behalf of the Reno Wedding Chapel Coalition. He stated the extended hours on October 10, 2010 (10/10/10) resulted in an increase of 110 marriage licenses, which equated to about \$1,000,000 in revenue for businesses in Washoe County. He suggested there was an equally dramatic negative impact when the Marriage License Bureau (MLB) was not open for expanded hours on busy weekends. He estimated a loss of \$350,000 to local business revenues based on a comparison between 2009 and 2010 for the last weekend in October. He projected similar losses for the upcoming Thanksgiving, Christmas and New Years weekends. He requested extended hours for the MLB on November 26, 2010, December 24, 2010, and January 1, 2011.

Kathy Marino, owner of the Arch of Reno Wedding Chapel, thanked the Board for extending hours on 10/10/10. She indicated it had been a very successful weekend for all of the chapels. She said it was important to be flexible on special weekends and to open the MLB for extended hours. She provided marriage license statistics for the Friday after Thanksgiving in 2009, and stated that 14.75 percent of the licenses had been issued between 4:00 p.m. and midnight. She agreed with Mr. Fisk’s request.

Margaret Flint of the Chapel of the Bells submitted a report containing statistics, which was placed on file with the Clerk. She asked that the MLB either be kept open until midnight on Christmas Eve or be open on Christmas Day. She also agreed with Mr. Fisk’s request.

Vice Chairperson Weber observed the agenda limited discussion to extended hours on January 1, 2011 (1/1/11). Melanie Foster, Legal Counsel, indicated the Board could ask staff to bring back an agenda item at their December 2010 meeting to discuss extended hours over the Christmas weekend. She indicated there were no more Board meetings scheduled before Thanksgiving and the current agenda item was only noticed for the Board to take action related to hours on 1/1/11. She stated the Clerk’s Office had received the request from the chapel community after the agenda was already published and had immediately forwarded the request to her. She noted action for the Thanksgiving weekend would require the Board to hold a special meeting.

Commissioner Jung asked what the costs had been to extend hours on 10/10/10. Amy Harvey, County Clerk, said the total costs were about \$950 and approximately \$525 was retained as revenue to the County for the 25 licenses issued after 6:00 p.m.

Commissioner Jung recalled a previous offer by chapel owner George Flint to subsidize the costs for extended hours. Ms. Harvey replied Mr. Flint had offered to pay half the cost, or about \$3,800, to issue licenses after hours at the Sheriff's facility on Parr Boulevard. Commissioner Jung suggested a voluntary donation could be made to the General Fund to offset extra costs for extended hours. She observed the Legislature's intent when it allowed a change in the hours of operation had been to give the County more flexibility to respond to customer demand as a business. Katy Simon, County Manager, noted there had been people from time to time who wanted to make donations for a specific purpose but who were regulated by the agency they were donating to. While volunteerism and donations were welcome, the District Attorney's Office had discouraged such a practice.

Vice Chairperson Weber said she was in favor of calling a special meeting to discuss the Friday after Thanksgiving.

Commissioner Breternitz observed there was a great disparity in the numbers presented on each side. He asked Mr. Fisk to explain how he arrived at his estimations of economic impact. Mr. Fisk stated there was a 2007 report by the Reno-Sparks Convention and Visitors Authority (RSCVA) that estimated the economic impact of visitors at \$1,056 per person. He indicated there was an average of about 10 people who attended each wedding. He reduced the RSCVA number to \$967 per person, multiplied it by 10 people and by an additional 35 weddings for a busy weekend.

Commissioner Breternitz indicated he was not excited about holding a special meeting. He remarked that the Clerk was doing a good service by offering to extend hours on 1/1/11.

Ms. Harvey clarified employees were paid double time and a half to work on a holiday, which amounted to about \$2,000 per shift. Extra costs were \$950 per shift on days that were not observed County holidays.

Commissioner Jung said she was concerned about extra cost to the General Fund for holding a special meeting. She supported extended hours on 1/1/11 but was not in favor of a special meeting. She noted the MLB was already open from 10:00 a.m. to 6:00 p.m. the day after Thanksgiving. She observed the Clerk was an elected official who managed her own budget.

Vice Chairperson Weber agreed a special meeting was not cost efficient. She asked the Clerk to consider an agenda item for other special dates. Ms. Harvey agreed to research the matter. Commissioner Larkin asked Ms. Harvey to also research 2011 dates.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, receipt of the Clerk's report was acknowledged and extended hours were directed for the Marriage License Bureau on January 1, 2011.

10-1051 AGENDA ITEM 20 – DEPARTMENT OF WATER RESOURCES

Agenda Subject: “Recommendation to establish a Utility Operations Manager position (existing job class 3039) in the Department of Water Resources to allow for an interim appointment [full funding for this position is \$118,287.46, but due to a temporary interim appointment of existing staff, fiscal impact will not exceed \$7,000 for the remainder of the current fiscal year]. (All Commission Districts)”

Rosemary Menard, Director of Water Resources, explained a lot of interim appointments had been made to maintain flexibility in light of a potential integration between the Department of Water Resources (DWR) and the Truckee Meadows Water Authority (TMWA). She said it was thought when the budget was submitted that integration might occur by the beginning of fiscal year 2010-11, so a position that had been vacant since January 2009 was abrogated. The position had been filled on a temporary basis by a senior engineer whose salary was already higher than the salary for the vacant position. The senior engineer had since been appointed to a position as Acting Manager of the Engineering and the Resource Planning and Management Groups. Ms. Menard said DWR wanted to reestablish the Utility Operations Manager position on an interim basis by appointing an employee to an out-of-class assignment until final decisions were made about integration between DWR and TMWA.

Commissioner Breternitz asked what the additional cost would be if the temporary situation went beyond the current fiscal year. Ms. Menard explained a supervising utility worker would get out-of-class pay of \$7,000 for the remainder of the 2010-11 fiscal year. If the integration went forward, the employee would go to TMWA. If the integration was not implemented, there would be an incremental increase of \$15,000 for the 2011-12 fiscal year. She stated the supervising utility worker's position would not be filled in either case.

There was no response to the call for public comment.

3:30 p.m. Chairman Humke returned to the meeting.

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

10-1052 AGENDA ITEM 22 – COMMUNITY DEVELOPMENT

Agenda Subject: “Introduction and first reading of an Ordinance amending the Washoe County Code Chapter 110, *Development Code*, Article 406, *Building*

Placement Standards, to increase the density for Manufactured Home Parks within the Medium Density Suburban (MDS) and Medium Density Suburban 4 (MDS 4) regulatory zones for all areas within Washoe County previously designated Trailer Overlay (TR) zoning and providing other matters properly relating thereto. Set the public hearing and second reading of the Ordinance for December 14, 2010 at 6:00 p.m. (All Commission Districts)"

Chairman Humke assumed the gavel.

Amy Harvey, County Clerk, read the title for Bill No. 1633.

There was no response to the call for public comment.

Bill No. 1633, entitled, "**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE CHAPTER 110, DEVELOPMENT CODE, ARTICLE 406, BUILDING PLACEMENT STANDARDS, TO INCREASE THE DENSITY FOR MANUFACTURED HOME PARKS WITHIN THE MEDIUM DENSITY SUBURBAN (MDS) AND MEDIUM DENSITY SUBURBAN 4 (MDS 4) REGULATORY ZONES FOR ALL AREAS WITHIN WASHOE COUNTY PREVIOUSLY DESIGNATED TRAILER OVERLAY (TR) ZONING AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO**" was introduced by Commissioner Larkin, and legal notice for final action of adoption was directed. It was further ordered the public hearing and second reading would be conducted on December 14, 2010.

**10-1053 AGENDA ITEM 23 – COMMUNITY DEVELOPMENT/
DEPARTMENT OF WATER RESOURCES**

Agenda Subject: "Discussion and possible direction to staff to compile and transmit Board comment to certain multi-jurisdictional Boards regarding potential changes to representation on the Regional Planning Governing Board ("RPGB"), and the respective governing boards of the Regional Transportation Commission ("RTC") and the Western Regional Water Commission ("WRWC"), as discussed by the Regional Planning Governing Board at its October 14, 2010 meeting. (All Commission Districts)"

Adrian Freund, Director of Community Development, indicated there had been subcommittee discussion for about two years about various possibilities for consolidation or shared services between the Regional Planning Governing Board (RPGB) and the Regional Transportation Commission (RTC). There had been some acknowledgement that the various multi-jurisdictional boards had some common membership and might mirror each other. He said the purpose of the agenda item was to collect input from the Board of County Commissioners.

Commissioner Breternitz said he supported the idea at the RPGB because he believed it would bring a higher level of cooperation and knowledge transfer on key

development-related issues in the community, such as planning, roads, and water issues. He suggested the Truckee Meadows Water Authority (TMWA) might also be included and there was a common link between all of the entities that provided water.

Commissioner Weber stated she had also voted in favor at the RPGB but had subsequently become concerned about the makeup of a consolidated board. She observed only a few people would be making all of the decisions and many districts would not be represented. She questioned how everyone could be a part of the collective decision making process.

Commissioner Jung agreed. She remarked that each official was elected to equitably represent their constituents. She stated a solution was being proposed but no information had been presented about what the real issues and questions were. She wondered why the Truckee River Flood Project Coordinating Committee would not be included as well. She suggested there might be conflict in the expiration dates for each Board member's term of service on the multi-jurisdictional boards. She emphasized she was not opposed if the change made things more efficient and allocated resources in a more equitable and thoughtful manner. She questioned why Commission representatives had not previously made the other Commissioners aware of the issues and questions.

Commissioner Breternitz said he thought the primary purpose for considering any change was to have a better more comprehensive governance of the entities that dealt with growth and growth-related issues. He pointed out that building a subdivision impacted multiple services such as roads and water. He suggested those sitting on a consolidated board would have common knowledge when considering such issues. He acknowledged that he sat on three boards that would be affected and consolidation seemed to make practical sense to him. He emphasized the intent had not been to give some Commissioners more authority than other Commissioners, and he would support any other Commissioner who was appointed after his terms of service expired.

Chairman Humke agreed it was a persuasive argument that different classes of Commissioners would be established if one believed that development analysis was one of the Commissioners' most important functions. He said it was his view that operating the County's budget was the Commission's most important function. He noted the City of Sparks seemed to be in favor of the proposal, which seemed inconsistent with their previous stances on consolidation. He suggested consolidation of the multi-jurisdictional boards appeared to be a precursor to consolidation itself. He stated there would be some complicated issues with respect to statutory term limits as well as the term limits established by the Board's internal rules for appointing Commissioners to serve on other boards.

Chairman Humke read the following from page 4 of the staff report: "it should also be stated that any opening of a particular section of Nevada Revised Statutes could result in legislation that looks quite different from what the original intent by the local governments might have been, so the decision to propose legislation needs to be

carefully considered.” He noted the Commission was being asked to act at the eleventh hour and decisions made in haste were often not good decisions. He pointed out that bills introduced in the Legislature were often amended as they went through the process until they no longer looked anything like what was originally proposed. He suggested there was a danger in going to the Legislature with regional planning legislation and he did not want to be in such a position. He indicated the Commission would already have many defensive financial battles to fight in the next several sessions of the Legislature.

Commissioner Breternitz stated he had not looked at the change in the context of consolidation, but had looked at doing a better job for the people by having cross knowledge in multiple areas. He stressed the importance of efficiency in government and a shared understanding of the inter-related issues that were important to the community. He characterized the discussion about classes of Commissioners as a way of putting up road blocks and suggested the Commissioners could solve that problem between themselves. For instance, the term of service could be limited to one or two years. He said he truly believed the change would benefit the people of Washoe County and he wanted to do the best thing for the people he served.

Commissioner Weber remarked that it was naïve to think Commissioners would have control over the terms once a governance plan was accepted. She indicated the County Commission could be outnumbered in such a process. She noted a comment in the staff report that the long-term aim was to allow for possible consolidation of all boards into one board that would oversee all three development-related portfolios. She referenced the Board Membership Matrix attached to the staff report (for multi-jurisdictional boards). She stated she was willing to have the conversation but it seemed from looking at the Matrix that certain individuals would be the ones to serve on a consolidated board. She agreed with Chairman Humke that problems could be created by opening up the statutes. She said the more she thought about it the more she liked the way things were.

Commissioner Breternitz asked if the Board of County Commissioners had the ability to set terms for its members serving on other boards and commissions. Melanie Foster, Legal Counsel, replied that the internal operating rules for the County Commission set a limit of two terms unless the term was set by statute or by the document that created the entity governed by the multi-jurisdictional board. She noted there were a range of possibilities depending on how a board was created. Commissioner Breternitz questioned what would happen if he did not want to serve another year on the RPGB. Ms. Foster said terms on the RPGB were set by statute and she would have to look at the statute to see if it was phrased in mandatory language. She recalled there were two seats that were mandatory based on the districts represented and a third that allowed the Board to appoint a representative.

There was no response to the call for public comment.

Commissioner Breternitz moved to have staff compile and transmit the Board's individual comments as noted in the staff report. He acknowledged the comments were quite varied.

Commissioner Jung seconded the motion. She requested another agenda item where staff could define the issues and outline some possible solutions. She stated the discussion was premature and half baked, but she believed there were some valid issues that needed to be brought out. She indicated the impacts of development were very complex and agreed that holistic decisions by a Commissioner were better for the community than decisions that were piecemeal.

Commissioner Weber observed the Commission would not meet again before the next RPGB meeting on December 9, 2010. She questioned whether Commissioners had provided enough information in the form of personal comments.

Commissioner Larkin clarified the direction from the RPGB was to get responses from the RTC and the WRWC boards. He noted the RPGB would compile that feedback before going to each of the governing bodies for an up or down vote. He indicated he was Chairman of the subcommittee from which the agenda item emanated.

Chairman Humke observed there was a recommendation in the staff report to send all Commissioners comments. He remarked that the discussion about a bill draft request (BDR) by the multiple jurisdictions should take place before the BDR was requested. He stated he did not favor a BDR and thought it was exceedingly dangerous to send an open-ended BDR to the Nevada Legislature. He suggested the Commissioners should vote as a Board and give direction to their representatives to either support, oppose or stay neutral to the concept of a single multi-jurisdictional board. He said he opposed sending all of the Commissioners comments.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion carried on a 3 to 2 vote with Chairman Humke and Commissioner Weber voting "no," staff was directed to compile the Board's comments and transmit them to the appropriate multi-jurisdictional boards.

On motion by Chairman Humke, seconded by Commissioner Weber, which motion carried on a 3 to 2 vote with Commissioners Breternitz and Larkin voting "no," staff was directed to take the message back to the RPGB that the Board of County Commissioners was not in favor at this time of changing its representation on the three multi-jurisdictional boards and was not in favor of a bill draft request to make such changes in the 2011 Legislative Session.

**10-1054 AGENDA ITEM 33 – REGIONAL TRANSPORTATION
COMMISSION**

Agenda Subject: "Recommendation to approve and execute an Ordinance authorizing the issuance by Washoe County of its fully registered, Washoe County,

Nevada, Highway Revenue (Fuel Tax) Bonds, Series 2010D (Tax-Exempt), Highway Revenue (Fuel Tax) Bonds, Series 2010E (Taxable Direct Pay Build America Bonds) and Highway Revenue (Fuel Tax) Bonds, Series 2010F (Taxable Recovery Zone Economic Development Bonds) in the combined maximum aggregate principal amount of \$70,000,000 for the purpose of financing street and highway construction within the County and improvements incidental thereto; providing the form, terms and conditions of the bonds and the security therefor, and other details in connection therewith; and providing for its adoption as if an emergency exists and providing the effective date hereof. (All Commission Districts)"

John Sherman, Finance Director, indicated four affirmative votes were required for the Board to adopt an ordinance as if an emergency existed.

Amy Harvey, County Clerk, read the title for Ordinance No. 1452, Bill No. 1634.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Ordinance No. 1452, Bill No. 1634, entitled, "**AN ORDINANCE AUTHORIZING THE ISSUANCE BY WASHOE COUNTY OF ITS FULLY REGISTERED, WASHOE COUNTY, NEVADA, HIGHWAY REVENUE (FUEL TAX) BONDS, SERIES 2010D (TAX-EXEMPT), HIGHWAY REVENUE (FUEL TAX) BONDS, SERIES 2010E (TAXABLE DIRECT PAY BUILD AMERICA BONDS) AND HIGHWAY REVENUE (FUEL TAX) BONDS, SERIES 2010F (TAXABLE RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS) IN THE COMBINED MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$70,000,000 FOR THE PURPOSE OF FINANCING STREET AND HIGHWAY CONSTRUCTION WITHIN THE COUNTY AND IMPROVEMENTS INCIDENTAL THERETO; PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING FOR ITS ADOPTION AS IF AN EMERGENCY EXISTS AND PROVIDING THE EFFECTIVE DATE HEREOF**" be approved, adopted and published in accordance with NRS 244.100.

**10-1055 AGENDA ITEM 34 – REGIONAL TRANSPORTATION
COMMISSION**

Agenda Subject: "Recommendation to approve and execute a Resolution authorizing the County Finance Director to arrange for the sale of the Washoe County, Nevada, Highway Revenue (Fuel Tax) Bonds, Series 2010D (Tax-Exempt), Highway Revenue (Fuel Tax) Bonds, Series 2010E (Taxable Direct Pay Build America Bonds) and Highway Revenue (Fuel Tax) Bonds, Series 2010F (Taxable Recovery Zone Economic Development Bonds) in the maximum aggregate principal amount of \$70,000,000 for the purpose of financing street and highway construction

within the County; and providing other details in connection therewith. (All Commission Districts)"

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 34 be approved, adopted and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

10-1056 AGENDA ITEM 35 – REGIONAL TRANSPORTATION COMMISSION

Agenda Subject: “Recommendation to approve and execute an Ordinance authorizing the issuance by Washoe County of its fully registered, Washoe County, Nevada, Sales Tax (Streets and Highway Projects) Improvement Bonds, Series 2010A and Washoe County, Nevada, Sales Tax (Streets and Highways Projects) Improvement Bonds, Series 2010B (Taxable Direct Pay Build America Bonds) in the combined maximum aggregate principal amount of \$20,000,000, for the purpose of financing street and highway construction within the County and improvements incidental thereto; providing the form, terms and conditions of the bonds and the security therefor, and other details in connection therewith; and providing for its adoption as if an emergency exists and providing the effective date hereof. (All Commission Districts)”

County Manager Katy Simon noted that Bond Series 2010A should be corrected to read Bond Series 2010G, and Bond Series 2010B should be corrected to read Bond Series 2010H.

Amy Harvey, County Clerk, read the title for Ordinance No. 1453, Bill No. 1635.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Ordinance No. 1453, Bill No. 1635, entitled, "AN ORDINANCE AUTHORIZING THE ISSUANCE BY WASHOE COUNTY OF ITS FULLY REGISTERED, WASHOE COUNTY, NEVADA, SALES TAX (STREETS AND HIGHWAY PROJECTS) IMPROVEMENT BONDS, SERIES 2010G AND WASHOE COUNTY, NEVADA, SALES TAX (STREETS AND HIGHWAYS PROJECTS) IMPROVEMENT BONDS, SERIES 2010H (TAXABLE DIRECT PAY BUILD AMERICA BONDS) IN THE COMBINED MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$20,000,000, FOR THE PURPOSE OF FINANCING STREET AND HIGHWAY CONSTRUCTION WITHIN THE COUNTY AND IMPROVEMENTS INCIDENTAL THERETO; PROVIDING THE FORM, TERMS AND

CONDITIONS OF THE BONDS AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING FOR ITS ADOPTION AS IF AN EMERGENCY EXISTS AND PROVIDING THE EFFECTIVE DATE HEREOF" be approved, adopted and published in accordance with NRS 244.100.

10-1057 AGENDA ITEM 36 – REGIONAL TRANSPORTATION COMMISSION

Agenda Subject: "Recommendation to approve and execute a Resolution authorizing the County Finance Director to arrange for the sale of the Washoe County, Nevada, Sales Tax (Streets and Highways Projects) Improvement Bonds, Series 2010A and Washoe County, Nevada, Sales Tax (Streets and Highways Projects) Improvement Bonds, Series 2010B (Taxable Direct Pay Build America Bonds) in the maximum aggregate principal amount of \$20,000,000 for the purpose of financing street and highway construction within the County; and providing other details in connection therewith. (All Commission Districts)"

County Manager Katy Simon noted that Bond Series 2010A should be corrected to read Bond Series 2010G, and Bond Series 2010B should be corrected to read Bond Series 2010H.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 36 be approved, adopted and executed with the following corrections: Bond Series 2010A was corrected to read Bond Series 2010G, and Bond Series 2010B was corrected to read Bond Series 2010H. The Resolution for same is attached hereto and made a part of the minutes thereof.

10-1058 AGENDA ITEM 37 – MANAGER'S OFFICE

Agenda Subject: "Update on status of Shared Services efforts and possible direction to staff. (All Commission Districts)"

Commissioner Breternitz indicated the Shared Services Committee received a Matrix report involving the possibilities for consolidating Human Resources, Information Technology, and Purchasing. He noted there were some very impactful and broad reaching recommendations in the Matrix report. He stated the Committee elected not to have a meeting in November 2010, in order to allow the public and the staff to submit comments about the Matrix report. The Matrix report was to be posted on the County's website. He said the Board of County Commissioners would subsequently need to direct its Shared Services Committee representatives on how they wished to proceed.

Commissioner Jung clarified the Matrix report was in its draft form while comments and public feedback were solicited. She observed there had been a total audit of operations by an outside consultant, including ways in which the County could be more efficient and improve its operations. She said she saw a lot of opportunities and encouraged the Commissioners to read the report.

There was no response to the call for public comment.

10-1059 AGENDA ITEM 38 – GOVERNMENT AFFAIRS

Agenda Subject: “Discussion and possible direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County. (All Commission Districts)”

John Slaughter, Management Services Director, indicated staff was in the process of scheduling meetings to talk about issues with State legislators, including nine newly elected members from the Washoe County delegation. He noted there were ten new members to the State Senate out of 21 total members, and three of them had no previous legislative experience. For the State Assembly, he stated 20 out of 42 members were new, and 18 had no legislative experience. He remarked it would be an interesting legislative session given the State’s fiscal crisis, as well as impending reapportionment and redistricting.

Mr. Slaughter noted the WC-1 revenue advisory question passed in Washoe County by 57 to 43 percent. The question was placed on the ballot in all 17 counties and passed everywhere except Nye County. He indicated the question would become background information as various issues were discussed with legislators. He stated bill draft requests (BDR’s) were starting to appear from newly elected legislators. A total of 587 BDR’s had been submitted and staff was watching 255 of them based on very limited subject line descriptions. He said all new and incumbent legislators were required to submit their BDR’s by December 15, 2010, and more detailed language would also become available for some BDR’s on that date. Meetings were underway with local government lobbyists, as well as meetings with lobbyists and legislators through the Nevada Association of Counties.

There was no public comment on this item.

10-1060 AGENDA ITEM 39 – REPORTS AND UPDATES

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 Jung indicated the District Board of Health (DBOH) was moving forward to expedite the selection of an Interim Health Officer and to conduct a national search for a permanent candidate. At her insistence, she noted travel funds would not be paid for final candidates in accordance with the County Commission's fiscal practices. Sparks Councilwoman Julia Ratti pointed out there was some real economic injustice in paying travel for the highest paid candidates who were likely to have more resources than the candidates in the lower and middle salary ranges. She stated the DBOH was also using a customer service orientation as one of their criteria.

Commissioner Larkin said he attended the opening of the new Fourth Street Station for the Regional Transportation Commission (RTC). He described the facility as an asset to the community. He stated the Flood Project Coordinating Committee recently authorized \$1.8 million for the study of the Virginia Street bridge replacement. He announced upcoming board meetings for the Western Regional Water Commission, the Joint Fire Advisory Board, the Truckee Meadows Water Authority, and the RTC.

County Manager Katy Simon clarified that the County did pay travel expenses for some jobs that required recruitment of hard-to-find candidates. She said local candidates could typically be recruited for less specialized and less than high level jobs.

10-1061 AGENDA ITEM 40 – CLOSED SESSION

Agenda Subject: “Possible Closed Session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.”

4:39 p.m. On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, the Board went into closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220. It was further noted the meeting would be adjourned at the completion of the Closed Session.

COMMUNICATIONS AND REPORTS

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

COMMUNICATIONS:

10-1062 Nevada Department of Transportation (NDOT) Letter of Completion dated October 20, 2010 for Contract No. 3354, Project No. SP-MS-1201(016), Metal Building Addition at the Reno Maintenance Station

Facility, Washoe County, K7 Construction, Inc., Contractor. Maps forwarded to Engineering on October 27, 2010.

- 10-1063** Nevada Department of Transportation (NDOT) Letter of Completion dated September 28, 2010 for INFORMAL, Project No. 16225807, Rest Area Improvements at the Wadsworth Rest Area, Interstate 80, Washoe County, Facilities Management, Inc., Contractor. Maps forwarded to Engineering on October 27, 2010.

REPORTS – QUARTERLY

- 10-1064** County Clerk's Quarterly Financial Statement for 1st Quarter Fiscal Year 2010/11, July 1 through September 30, 2010.
- 10-1065** Clerk of the Court, Quarterly Financial Statement for the Quarter Ending September 2010.
- 10-1066** Justice's Court of Sparks Township, Quarterly Report of Revenues Received for the quarter ending September 30, 2010.
- 10-1067** Office of the Constable Incline Village/Crystal Bay Township, Quarterly Report of Revenues Received for the quarter ending September 30, 2010.
- 10-1068** Washoe County Sheriff, Fiscal Year 2010/2011 – 1st Quarter Report of Civil Fees and Commissions.

* * * * *

JOHN BRETERNITZ, Chairman
Washoe County Commission

ATTEST:

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

*Minutes Prepared by
Lisa McNeill, Deputy County Clerk*

Clerk

RESOLUTION OF ACCOMPLISHMENT

WHEREAS, Alicia Reban served from 1990 to 1998 as the first full-time executive director of Western Nevada Clean Communities which today is known as Keep Truckee Meadows Beautiful, establishing many of its cleanup, recycling and educational programs; and

WHEREAS, In 2000 Alicia served as campaign manager for the successful Washoe County Question 1 bond initiative resulting in approximately \$40M for parks, trails, open space and libraries for the residents of Washoe County; and

WHEREAS, In 1998, working with volunteers and the Washoe County Commission, she helped establish the Nevada Land Conservancy to protect the special places and open spaces of Nevada for future generations; and

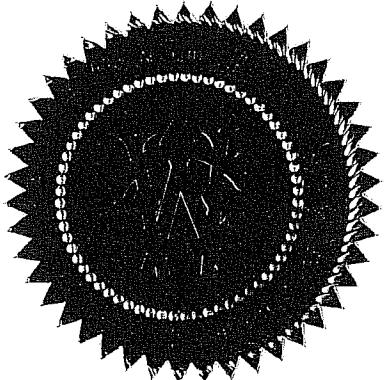
WHEREAS, Alicia's tireless efforts resulted in Nevada's first homegrown non-profit land trust working with landowners and communities to protect and preserve open space for an enhanced quality of life, protecting close to 40,000 acres or more than six acres of land a day since 1998; and

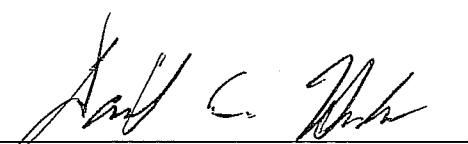
WHEREAS, Alicia has fostered a positive partnership with Washoe County which has resulted in the preservation of pristine public lands for wildlife habitat, water quality protection, floodplain management, and outdoor recreation throughout the County that benefit all residents and future generations; and

WHEREAS, Alicia will be awarded the coveted Golden Pinecone Environmental Award for her work by the Nevada EcoNet organization on November 12, 2010; now, therefore, be it

RESOLVED, That the Washoe County Board of Commissioners recognizes Alicia Reban, President of Nevada Land Conservancy, for her environmental work on behalf of the citizens of Washoe County and we congratulate her on receiving the distinguished Golden Pinecone Environmental Award.

ADOPTED this 9th day of November 2010.





David E. Humke, Chairman
Washoe County Commission

10-1014

RESOLUTION

A RESOLUTION TO DONATE ASSETS TO CITY OF RENO FROM THE ROADS DIVISION OF PUBLIC WORKS

WHEREAS, The Board of County Commissioners approved an Interlocal Traffic Signal Maintenance Agreement between the City of Reno and Washoe County for maintenance of the County's traffic signals for FY 2010/2011 with automatic renewal options through FY 2015/2016. ; and

WHEREAS, Roads Division, given the approval of the Interlocal Traffic Signal Maintenance Agreement, is disposing of used equipment, which is surplus to its needs, a 2000 Ford F5D Boom Truck (VIN #1FDA57F1YEE53743), with an estimates salvage value of \$9,000.00; and

WHEREAS, the City of Reno has expressed a need for the donation of the boom truck for use in maintaining traffic signals in Washoe County and for other uses within the City; and now, therefore, be it

RESOLVED, that the Washoe County Board of County Commissioners supports the needs of the City of Reno and declares:

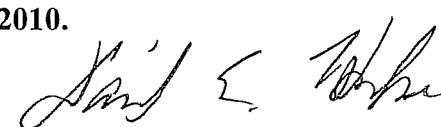
Section 1. NRS 244.1505, Section 2.(a), empowers the Board of County Commissioners to donate to governmental entities certain property that the Board determines is no longer required for public use and is determined to have reached the end of its useful life.

Section 2. The above mentioned vehicle is hereby declared to be surplus property and, further, Washoe County hereby donates said surplus property in "AS IS" condition to the City of Reno.

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

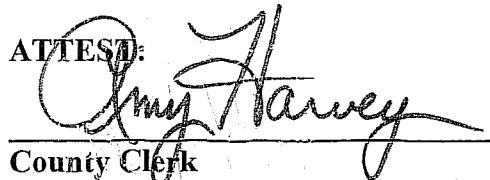
Section 4. The County Clerk is hereby directed to distribute copies of this Resolution to the Comptroller's Office, Finance, Purchasing, Equipment Services, Management Services and the City of Reno.

ADOPTED this 9th day of November, 2010.



David E. Humke, Chairman
Washoe County Commission

ATTEST:


Amy Harvey
County Clerk

11/9/10
10I(1)

RESOLUTION – Authorizing the Grant of Public Money to a Private Nonprofit Organization

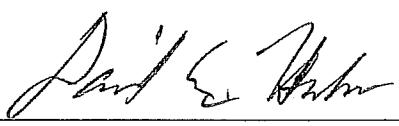
WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available from the U.S. Department of Housing and Urban Development, Homeless Prevention and Rapid Re-housing Program (HPRP) CFDA #14.257, federal award number HPRP-2009-0031 grants, will provide a substantial benefit to the inhabitants of Washoe County and are made to private nonprofit organizations; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Saint Mary's Foundation- Kids to Senior Korner a private, nonprofit organization, a grant in the amount of \$31,465 (Community Support).
2. The purpose of the HPRP is to provide homeless prevention assistance to households who would otherwise become homeless-many due to the economic crisis-and to provide assistance to rapidly re-house persons who are homeless.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Agreement Amendment #1.

Adopted this 9th day of November 2010



David E. Humke, Chairman
Washoe County Commission

ATTEST:



Amy Harvey
County Clerk

11/9/10
25

RESOLUTION – Authorizing the Grant of Public Money to a Private Nonprofit Organization

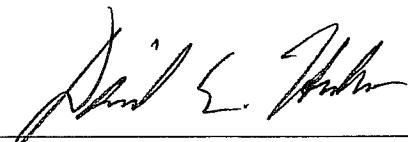
WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available from the U.S. Department of Housing and Urban Development, Homeless Prevention and Rapid Re-housing Program (HPRP) CFDA #14.257, federal award number HPRP-2009-0031 grants, will provide a substantial benefit to the inhabitants of Washoe County and are made to private nonprofit organizations; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

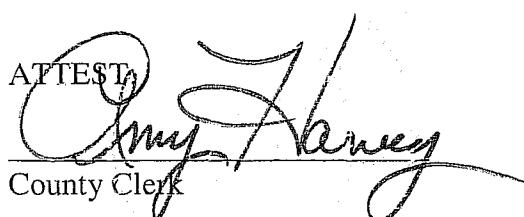
1. The Board hereby grants to Children's Cabinet a private, nonprofit organization, a grant in the amount of \$31,466 (Community Support).
2. The purpose of the HPRP is to provide homeless prevention assistance to households who would otherwise become homeless-many due to the economic crisis-and to provide assistance to rapidly re-house persons who are homeless.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Agreement Amendment #1.

Adopted this 9th day of November 2010



David E. Humke, Chairman
Washoe County Commission

ATTEST,



Amy Harvey
County Clerk

Summary - a resolution authorizing the County Finance Director to arrange for the sale of the Washoe County, Nevada, Sales Tax (Streets and Highways Projects) Improvement Bonds, Series 2010G and the Washoe County, Nevada, Sales Tax (Streets and Highways Projects) Improvement Bonds, Series 2010H (Taxable Direct Pay Build America Bonds).

RESOLUTION NO _____

A RESOLUTION AUTHORIZING THE COUNTY FINANCE DIRECTOR TO ARRANGE FOR THE SALE OF THE WASHOE COUNTY, NEVADA, SALES TAX (STREETS AND HIGHWAYS PROJECTS) IMPROVEMENT BONDS, SERIES 2010G AND WASHOE COUNTY, NEVADA, SALES TAX (STREETS AND HIGHWAYS PROJECTS) IMPROVEMENT BONDS, SERIES 2010H (TAXABLE DIRECT PAY BUILD AMERICA BONDS) IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$20,000,000 FOR THE PURPOSE OF FINANCING STREET AND HIGHWAY CONSTRUCTION WITHIN THE COUNTY; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the Board of County Commissioners (the "Board") of Washoe County, Nevada, (the "County," and the "State," respectively), proposes to issue up to \$20,000,000 of sales tax bonds of the County in one or more series (the "Bonds") for the purpose of paying all or a portion of the cost of to establish and maintain a public transit system, for the construction, maintenance and repair of public roads, for the improvement of air quality or for any combination of those purposes (the "Project"); and

WHEREAS, such Bonds will be secured by and payable from the net revenues of one-eighth of one percent of the gross receipts of any retailer from the sale of tangible personal property sold at retail, or stored, used or otherwise consumed in the County less a percentage (calculated on the same basis as the percentage calculated pursuant NRS 374.785(3)(a)) of all fees, taxes, interest and penalties as compensation to the State for the cost of collecting such tax (the "Pledged Revenues"); and

WHEREAS, the Board determines that it is necessary and advisable that the County incur a bonded indebtedness pursuant to NRS Sections 277A.170 through 277A.180, inclusive (the "Project Act") and the Local Government Securities Act, NRS 350.500 to 350.720, inclusive (the "Bond Act"), for the purpose of paying all or a portion of the cost of the Project.

SSAI-01

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF WASHOE COUNTY, NEVADA:**

Section 1. This resolution shall be known and may be cited by the short title “2010 Sales Tax Bond Sale Resolution.”

Section 2. The County Finance Director or his designee is hereby authorized to arrange for the issuance and sale of the Bonds in a total aggregate principal amount of not more than \$20,000,000, in accordance with the Project Act and the Bond Act.

Section 3. The County Finance Director or his designee is authorized to specify the terms of the Bonds, the methods of their sale, the final principal amount of the Bonds (in combined aggregate principal amount not in excess of \$20,000,000), the terms of their repayment and security therefor, and other details of the Bonds, and if deemed appropriate by the County Finance Director or his designee, to advertise the Bonds for sale, subject to the ratification by the Board by the adoption of a bond ordinance or ordinances specifying the Bond terms and details and approving their sale (the “Ordinance”).

Section 4. The officers of the County are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this resolution, including without limitation, assembling of financial and other information concerning the County, the Project, the Pledged Revenues and the Bonds, and, if deemed appropriate by the Finance Director or his designee, preparing and circulating a preliminary official statement, the bond purchase agreement with Morgan Stanley & Co. Incorporated and J.P. Morgan Securities LLC, as the underwriters for the Bonds, or both, in the forms specified by the Finance Director, or his designee. The Finance Director or his designee is authorized to deem the official statement or preliminary official statement to be a “final” official statement on behalf of the County for the purposes of Rule 15(c)2-12 of the Securities and Exchange Commission. Section 5. The final terms of the Bonds shall be approved by the Board pursuant to the adoption of the Ordinance which will delegate certain pricing and other provisions to the Finance Director.

Section 6. The officers of the Board be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

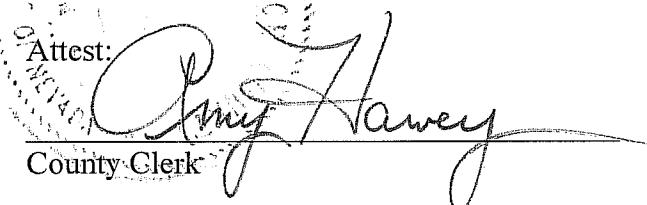
Section 7. All resolutions, or parts thereof, in conflict with the provisions of this

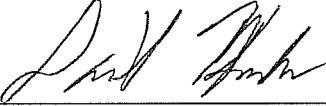
resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 8. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 9. This resolution shall become effective and be in force immediately upon its adoption.

PASSED AND APPROVED this November 9, 2010.

(SEAL)
Attest:

Amy Hawley
County Clerk



Chairman

STATE OF NEVADA)
)
COUNTY OF WASHOE) ss.

I am the duly chosen, qualified and acting Clerk of Washoe County (the "County"), in the State of Nevada, and do hereby certify:

1. The foregoing pages constitute a true, correct and compared copy of a resolution of the Board of County Commissioners (the "Board") adopted at a meeting of the Board held on November 9, 2010 (the "Resolution").

2. The members of the Board voted on the Resolution as follows:

Those Voting Aye: *Humke, Weber, Harkin, Jung
& Breiteneitz*

Those Voting Nay: None

Those Absent: None

3. The original of the Resolution has been approved and authenticated by the signatures of the Chairman of the Board and myself as County Clerk and has been recorded in the minute book of the Board kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

IN WITNESS WHEREOF, I have hereunto set my hand this November 9, 2010.

Amy Harvey
Clerk

NEVADA

The undersigned does hereby certify:

1. All members of the Board were given due and proper notice of the meeting held on November 9, 2010.

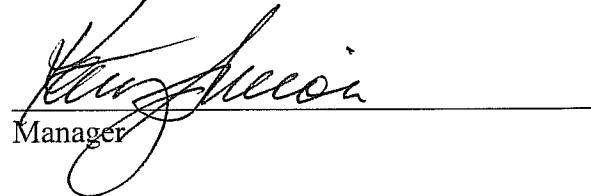
2. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excepts from the agenda for the meeting relating to the Resolution, as posted no later than 9:00 a.m. on the third working day prior to the meeting, on the County's website, and at the following locations:

- (i) Washoe County Administration Complex
1001 East Ninth Street, Building A
Reno, Nevada
- (ii) Washoe County Courthouse-Clerk's Office
Virginia and Court Streets
Reno, Nevada
- (iii) Washoe County Central Library
301 South Center Street
Reno, Nevada
- (iv) Sparks Justice Court
630 Greenbrae Drive
Sparks, Nevada

is attached as Exhibit A.

3. Prior to 9:00 a.m. at least 3 working days before such meetings, such notice was mailed to each person, if any, who has requested notice of meetings of the board in compliance with NRS 241.030(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

IN WITNESS WHEREOF, I have hereunto set my hand this November 9, 2010.



Karen J. Heacock
Manager

EXHIBIT A
(Attach Copy of Notice of Meeting)

Summary - a resolution authorizing the County Finance Director to arrange for the sale of the Washoe County, Nevada, Highway Revenue (Fuel Tax) Bonds, Series 2010D (Tax-Exempt), Washoe County, Nevada, Highway Revenue (Fuel Tax) Bonds, Series 2010E (Taxable Direct Pay Build America Bonds) and Washoe County, Nevada, Highway Revenue (Fuel Tax) Bonds, Series 2010F (Taxable Recovery Zone Economic Development Bonds).

RESOLUTION NO _____

A RESOLUTION AUTHORIZING THE COUNTY FINANCE DIRECTOR TO ARRANGE FOR THE SALE OF THE WASHOE COUNTY, NEVADA, HIGHWAY REVENUE (FUEL TAX) BONDS, SERIES 2010D (TAX-EXEMPT), HIGHWAY REVENUE (FUEL TAX) BONDS, SERIES 2010E (TAXABLE DIRECT PAY BUILD AMERICA BONDS) AND HIGHWAY REVENUE (FUEL TAX) BONDS, SERIES 2010F (TAXABLE RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS) IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$70,000,000 FOR THE PURPOSE OF FINANCING STREET AND HIGHWAY CONSTRUCTION WITHIN THE COUNTY; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the Board of County Commissioners (the “Board”) of Washoe County, Nevada, (the “County,” and the “State,” respectively), proposes to issue up to \$70,000,000 of highway revenue bonds of the County in one or more series (the “Bonds”) for the purpose of paying all or a portion of the cost of acquiring, constructing, improving and equipping of street and highway construction (the “Project”); and

WHEREAS, such Bonds will be secured by and payable from the net revenues of an excise tax of nine cents (9 cents) per gallon on all motor vehicle fuel sold, distributed or used in the County, certain taxes levied pursuant to paragraph (d) of subsection 1 of NRS 373.065 on all motor vehicle fuel sold, distributed or used in the County and certain taxes levied pursuant to paragraphs (d) to (m), inclusive, of subsection 1 of section 3 of Chapter 501, Statutes of Nevada 2009 on certain special fuels sold, distributed or used in the County (subject to certain exceptions) (collectively, the “Pledged Revenues”); and

WHEREAS, the Board determines that it is necessary and advisable that the County incur a bonded indebtedness pursuant to NRS 373.010 through 373.200, inclusive (the “Project Act”)

and the Local Government Securities Act, NRS 350.500 to 350.720, inclusive (the "Bond Act"), for the purpose of paying all or a portion of the cost of the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF WASHOE COUNTY, NEVADA:**

Section 1. This resolution shall be known and may be cited by the short title "2010DEF Highway Revenue Bond Sale Resolution."

Section 2. The County Finance Director or his designee is hereby authorized to arrange for the issuance and sale of the Bonds in a total aggregate principal amount of not more than \$70,000,000, in accordance with the Project Act and the Bond Act.

Section 3. The County Finance Director or his designee is authorized to specify the terms of the Bonds, the methods of their sale, the final principal amount of the Bonds (in combined aggregate principal amount not in excess of \$70,000,000), the terms of their repayment and security therefor, and other details of the Bonds, and if deemed appropriate by the County Finance Director or his designee, to advertise the Bonds for sale, subject to the ratification by the Board by the adoption of a bond ordinance or ordinances specifying the Bond terms and details and approving their sale (the "Ordinance").

Section 4. The officers of the County are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this resolution, including without limitation, assembling of financial and other information concerning the County, the Project, the Pledged Revenues and the Bonds, and, if deemed appropriate by the Finance Director or his designee, preparing and circulating a preliminary official statement, the bond purchase agreement with Morgan Stanley & Co. Incorporated and J.P. Morgan Securities LLC, as the underwriters for the Bonds, or both, in the forms specified by the Finance Director, or his designee. The Finance Director or his designee is authorized to deem the official statement or preliminary official statement to be a "final" official statement on behalf of the County for the purposes of Rule 15(c)2-12 of the Securities and Exchange Commission.

Section 5. The final terms of the Bonds shall be approved by the Board pursuant to the adoption of the Ordinance which will delegate certain pricing and other provisions to the Finance Director.

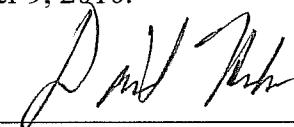
Section 6. The officers of the Board be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 7. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 8. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

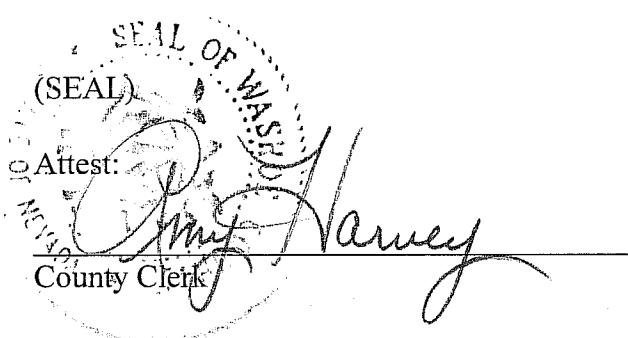
Section 9. This resolution shall become effective and be in force immediately upon its adoption.

PASSED AND APPROVED this November 9, 2010.



Chairman

(SEAL)



STATE OF NEVADA)
)
COUNTY OF WASHOE) ss.

I am the duly chosen, qualified and acting Clerk of Washoe County (the "County"), in the State of Nevada, and do hereby certify:

1. The foregoing pages constitute a true, correct and compared copy of a resolution of the Board of County Commissioners (the "Board") adopted at a meeting of the Board held on November 9, 2010 (the "Resolution").

2. The members of the Board voted on the Resolution as follows:

Those Voting Aye: *Hunke, Weber, Larkin, Jung & Breitenitz*

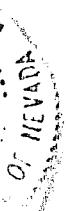
Those Voting Nay: *None*

Those Absent: *None*

3. The original of the Resolution has been approved and authenticated by the signatures of the Chairman of the Board and myself as County Clerk and has been recorded in the minute book of the Board kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

IN WITNESS WHEREOF, I have hereunto set my hand this November 9, 2010.

Dawn Harvey
Clerk



The undersigned does hereby certify:

1. All members of the Board were given due and proper notice of the meeting held on November 9, 2010.

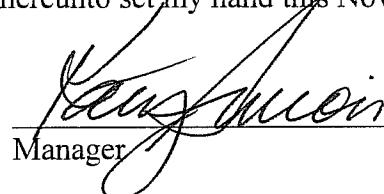
2. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excepts from the agenda for the meeting relating to the Resolution, as posted no later than 9:00 a.m. on the third working day prior to the meeting, on the County's website, and at the following locations:

- (i) Washoe County Administration Complex
1001 East Ninth Street, Building A
Reno, Nevada
- (ii) Washoe County Courthouse-Clerk's Office
Virginia and Court Streets
Reno, Nevada
- (iii) Washoe County Central Library
301 South Center Street
Reno, Nevada
- (iv) Sparks Justice Court
630 Greenbrae Drive
Sparks, Nevada

is attached as Exhibit A.

3. Prior to 9:00 a.m. at least 3 working days before such meetings, such notice was mailed to each person, if any, who has requested notice of meetings of the board in compliance with NRS 241.030(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

IN WITNESS WHEREOF, I have hereunto set my hand this November 9, 2010.



Karen J. Luon
Manager

EXHIBIT A

(Attach Copy of Notice of Meeting)

COUNTY COMMISSIONERS

David Humke, Chairman
Bonnie Weber, Vice-Chairman
John Breternitz
Kitty Jung
Bob Larkin

COUNTY MANAGER

Katy Simon

**ASSISTANT
DISTRICT ATTORNEY**

Paul Lipparelli

AGENDA

WASHOE COUNTY BOARD OF COMMISSIONERS

**Washoe County Commission Caucus Room
1001 E. 9th Street, 2nd Floor, Room A205, Reno, Nevada
November 9, 2010 @ 9:00 a.m.**

**Washoe County Commission Chambers
1001 E. 9th Street, 1st Floor, Reno, Nevada
November 9, 2010 @ 10:00 a.m.**

NOTE: Items on the agenda without a time designation may not necessarily be considered in the order in which they appear on the agenda. Items may be moved to or from the Consent Agenda at the beginning of the Board Meeting or may be voted on in a block.

The Washoe County Commission Chambers are accessible to the disabled. If you require special arrangements for the meeting, call the County Manager's Office, 328-2000, 24-hours prior to the meeting.

Public Comment during the Commission Meeting on November 9, 2010 will be for all matters, both on and off the agenda, and be limited to two minutes per person. Additionally, public comment of two minutes per person will be heard during individual action items on the agenda. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment on that item at the Commission meeting.

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.

The County Commission can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Commission. However, responses from Commissioners to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Commission will consider, Commissioners may choose not to respond to public comments, except to correct factual inaccuracies, ask for County staff action or to ask that a matter be listed on a future agenda. The Commission may do this either during the public comment item or during the following item: “*Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda”.

33. Recommendation to approve and execute an Ordinance authorizing the issuance by Washoe County of its fully registered, Washoe County, Nevada, Highway Revenue (Fuel Tax) Bonds, Series 2010D (Tax-Exempt), Highway Revenue (Fuel Tax) Bonds, Series 2010E (Taxable Direct Pay Build America Bonds) and Highway Revenue (Fuel Tax) Bonds, Series 2010F (Taxable Recovery Zone Economic Development Bonds) in the combined maximum aggregate principal amount of \$70,000,000 for the purpose of financing street and highway construction within the County and improvements incidental thereto; providing the form, terms and conditions of the bonds and the security therefor, and other details in connection therewith; and providing for its adoption as if an emergency exists and providing the effective date hereof--Regional Transportation Commission. (All Commission Districts.)
34. Recommendation to approve and execute a Resolution authorizing the County Finance Director to arrange for the sale of the Washoe County, Nevada, Highway Revenue (Fuel Tax) Bonds, Series 2010D (Tax-Exempt), Highway Revenue (Fuel Tax) Bonds, Series 2010E (Taxable Direct Pay Build America Bonds) and Highway Revenue (Fuel Tax) Bonds, Series 2010F (Taxable Recovery Zone Economic Development Bonds) in the maximum aggregate principal amount of \$70,000,000 for the purpose of financing street and highway construction within the County; and providing other details in connection therewith--Regional Transportation Commission. (All Commission Districts.)
35. Recommendation to approve and execute an Ordinance authorizing the issuance by Washoe County of its fully registered, Washoe County, Nevada, Sales Tax (Streets and Highway Projects) Improvement Bonds, Series 2010A and Washoe County, Nevada, Sales Tax (Streets and Highways Projects) Improvement Bonds, Series 2010B (Taxable Direct Pay Build America Bonds) in the combined maximum aggregate principal amount of \$20,000,000, for the purpose of financing street and highway construction within the County and improvements incidental thereto; providing the form, terms and conditions of the bonds and the security therefor, and other details in connection therewith; and providing for its adoption as if an emergency exists and providing the effective date hereof--Regional Transportation Commission. (All Commission Districts.)
36. Recommendation to approve and execute a Resolution authorizing the County Finance Director to arrange for the sale of the Washoe County, Nevada, Sales Tax (Streets and Highways Projects) Improvement Bonds, Series 2010A and Washoe County, Nevada, Sales Tax (Streets and Highways Projects) Improvement Bonds, Series 2010B (Taxable Direct Pay Build America Bonds) in the maximum aggregate principal amount of \$20,000,000 for the purpose of financing street and highway construction within the County; and providing other details in connection therewith--Regional Transportation Commission. (All Commission Districts.)
37. Update on status of Shared Services efforts and possible direction to staff--Manager. (All Commission Districts.)
38. Discussion and possible direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County--Government Affairs. (All Commission Districts.)

AMENDED INTERLOCAL AGREEMENT
FOR OPERATION AND MAINTENANCE OF WATER FACILITIES

This Agreement is effective retroactively to the 1st day of July 2010, between Washoe County, a political subdivision of the State of Nevada (the "County"), and South Truckee Meadows General Improvement District, a governmental subdivision of the State of Nevada and a quasi-municipal corporation organized under Chapter 318 Nevada Revised Statutes ("STMGID").

WITNESSETH:

WHEREAS, STMGID has been organized pursuant to Chapter 318 of the Nevada Revised Statutes; and

WHEREAS, NRS 318.098 and the Nevada Interlocal Cooperation Act provide that an agreement between the County and STMGID is specifically authorized; and

WHEREAS, the County and STMGID desire to enter into an agreement which deals with the operation and maintenance of water facilities and improvement of the present water facilities.

NOW THEREFORE, in consideration of the terms and covenants contained herein, the County and STMGID both agree as follows:

I. GENERAL

STMGID engages the County to furnish the services hereinafter described and for the compensation herein provided, and the County accepts the engagement. The County agrees to maintain staffing levels in accordance with accepted industry standards and Environmental Protection Agency guidelines.

A. STMGID's water system includes all real property, wells, pumping facilities, tanks, water transmission and distribution mains, pressure reduction stations, services, meters and meter boxes, and related items that were acquired with the system or later added to the system.

B. The term of this Agreement is from July 1, 2010 to June 30, 2011.

C. The County shall provide status reports and information regarding acquisition, construction, improvement, extension, and operation and maintenance of STMGID's water system to STMGID's Local Managing Board (the "LMB") in advance of all LMB monthly meetings. Based upon such information the LMB shall make appropriate recommendations to STMGID's Board of Trustees (the "Trustees").

Annually, the LMB shall review STMGID's proposed budget as prepared by the County and provide comments and recommendation to the Trustees. The Trustees shall act on recommendations of the LMB in a timely manner.

II. SCOPE OF SERVICES

A. The County represents to STMGID, by the execution of this Agreement, that it is qualified in all respects to perform the services that it herein agrees to perform. The County will utilize its knowledge and experience to maintain and operate STMGID's water facilities so that the water supplied meets the requirements of all governmental regulatory agencies within the limits of the present operating capability of the water systems.

B. Water operations agreed to be performed by the County include, but are not limited to: check system status weekly; flush system semi-annually; hang notices; turn services on and off; conduct investigations as required; check and exchange chlorine supply and provide 24-hour emergency on-call service.

C. Maintenance activities to be provided by the County include, but are not limited to: well and pump maintenance; storage tank maintenance and distribution system maintenance (including services).

D. The County shall pay all expenses incurred in usual water facilities operations and maintenance, including, but not limited to: wages; salaries; vehicle expenses; equipment; tools; utilities; consumables such as chemicals and lubricants; and contracted services except as otherwise limited herein.

E. Material for maintenance and repair for all the County's equipment, STMGID's facilities and vehicles shall be provided by the County. The County will pay for all repairs and all parts necessary to perform maintenance and repairs. Replacement of major material items such as pumps, tanks and electrical systems shall be considered capital expenditures as described in Section 2. H., below.

F. Funding for facilities constructed by the County for STMGID's benefit shall be included as part of the budget process and be paid on a cost and material basis.

G. The County shall prepare and submit to the LMB and the Trustees an annual report summarizing the maintenance and repair budget. Documentation of maintenance and operation expenses shall be maintained by the County and be available on request of the LMB and the Trustees.

H. Items defined as capital expenditures will not be included within the scope of services and will be subject to approval prior to funding by STMGID. Capital items will be defined as any new equipment and facility items that significantly extend service life, are considered a capital expenditure in accordance with standard accounting practices, are a non-routine type of expenditure on an annual basis and/or are pre-programmed for expenditure by STMGID. Normally these capital items are programmed for expenditure by STMGID and cost more than \$10,000.00 each.

I. The County agrees to perform other services as may be requested by STMGID and for which appropriate compensation is agreed to by both parties in advance.

J. The County shall make improvements to STMGID's water system upon written request by STMGID. The County shall provide to the LMB a written estimate of the cost of such improvements and shall not thereafter proceed with such improvements until authorized to do so by the Trustees after consideration of the recommendation of the LMB.

K. The County shall provide to the LMB a monthly report on water table levels, amount of water pumped, and recommendations in regards to well pumping.

L. The County agrees to make all reasonable efforts to: 1) manage STMGID's wells and distribution system as efficiently as possible, and 2) avoid pumping any of STMGID'S production wells to a level below the well screen in situations where such pumping may be harmful or deleterious to the well, except as may be required in emergency situations.

M. The County agrees to make all reasonable efforts to notify the Chairman of the LMB of any emergency situations related to STMGID's water system as soon as practicable after the occurrence of the emergency.

The term "emergency situation" as used herein shall mean loss of primary water supply or source caused by breakdown of machinery or equipment, power outages, industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, droughts, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government and peoples, court orders, civil disturbances, explosions, and any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the County and which by the exercise of due diligence the County is unable to prevent or overcome.

Such notification shall be made by telephone and in the absence of the Chairman of the LMB, shall be made to the Vice-Chairman. In the absence of both the Chairman and Vice-Chairman, such notification shall be made to any LMB member.

N. On a monthly basis, the County shall advise the LMB of: major service complaints; five or more complaints of a similar nature; complaints which affect five or more customers; and corrective action taken.

O. After metering into and out of STMGID's water system is complete, the County shall provide to the LMB a monthly summary of water balance into and out of the system.

P. After metering into and out of STMGID's water system is complete, the County shall provide to the LMB a monthly summary of unaccounted-for water.

Q. The County shall provide to the LMB a monthly report on domestic well owners' complaints and possible remediation.

III. CHANGE IN SERVICES

Any change in water system operation, reporting requirements, monitoring requirements, or in personnel qualifications required by any governmental agency having jurisdiction to order such change may be authorized by the Trustees, in which event the parties shall mutually determine the increase or decrease in costs of operations to STMGID, provided the Trustees shall first consider the recommendations of the LMB.

IV. HOLD HARMLESS AGREEMENT

A. The County hereby agrees to, and shall hold STMGID, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death resulting there from, as well as from claims for property damage that may arise from the County's operations under this Agreement, whether such operations be by the County or by any subcontractor or by any one or more persons directly or indirectly employed by, or acting as agent for the County, or any subcontractor or subcontractors, not to exceed the County's liability as imposed by law.

B. STMGID hereby agrees to, and shall hold the County, its employees, subcontractors and agents, harmless from any liability for damage or claims for damage for personal injury, including death resulting therefrom, as well as from claims for property damage that may rise from any action of STMGID, its Trustees, LMB, officers, employees or agents or from any failure of the water system, including blockages or rupture of collection and distribution lines, from any claims that may arise from the discharge, dispersal, release or escape of the water into the atmosphere or any watercourse or body of water, except to the extent that the County may have been a contributing cause to the event or injury giving rise to such liability.

C. The County shall be liable for all fines or civil penalties which may be imposed by a regulatory agency for violations resulting from its maintenance and operation activities. The County reserves the right to contest any such fines in administrative or judicial proceedings prior to any payment.

V. INSURANCE

A. The County shall provide risk management and legal services in a timely manner (including legal defense) to STMGID, and STMGID shall reimburse the County's Risk Management Fund for any expenses related to providing these services. Such expenses may include, but are not limited to, costs of insurance premiums, adjusting and appraisal services, defense of claims or suits, settlements or judgments, and other litigation costs.

B. At such time as the County implements a cost allocation system to its departments for risk management services, the system shall also be applied to STMGID in lieu of Section V.A., above.

C. If the County's Risk Manager determines that the purchase of insurance directly is in the best interest of STMGID, or STMGID requests that commercial insurance be purchased, the Risk Manager shall analyze the costs involved, make an appropriate recommendation and assist STMGID in the implementation of the course of action chosen by the Trustees.

D. The County shall comply, during the term of this Agreement, with all applicable Worker's Compensation laws and regulations for all of its employees providing services to STMGID.

E. The County shall maintain, during the term of this Agreement, a program of self-funding for its exposure to liability. This program shall include STMGID with expenses to be allocated pursuant to Section V.A., above.

F. The County shall maintain property insurance on the physical assets of STMGID in the

same manner as it does for its own property. STMGID shall reimburse the County's Risk Management Fund for the actual cost of this coverage, and for deductibles on the self-funded portion of this program.

VI. RENEWAL

A. This Agreement may be renewed for successive terms of three (3) years each as herein provided.

B. If the County desires to renew this Agreement, it shall give written notice to STMGID one hundred twenty (120) days prior to the termination date. If the County's notice is conditional upon an increase in compensation, it shall include a statement to that effect, together with the amount of compensation in its notice, that shall also be accompanied by a written justification of its requested increase. The County shall furnish STMGID with accounting records and other such additional information as STMGID may request. STMGID shall notify the County sixty (60) days prior to the termination date of its determination to accept or reject the County's offer of renewal.

VII. ACCOUNTING AND FINANCIAL SERVICES

A. The County will maintain a separate set of accounting funds wherein the financial records for STMGID will be reported.

B. The County will read all STMGID's meters and bill STMGID's customers on a monthly basis. Billing revenues will be coded to STMGID's own operating fund. The County will make all reasonable efforts to collect any and all past due accounts on behalf of STMGID.

C. STMGID retains the right to audit any and all charges or revenues as may be coded to STMGID's various funds in the County's financial accounting system.

D. The County will from time to time assist STMGID in analyzing STMGID's various water rate and fee structures and recommend changes to those structures as may be required to maintain STMGID's financial stability.

E. The County will report the financial status of monthly operations and operating statistics as requested by the LMB.

VIII. COMPENSATION [See Appendix "A" for Definitions.]

A. Pursuant to NRS 318.098, STMGID shall compensate the County only for costs incurred in the performance of services specified hereunder.

B. Prior to April 15th of each year, the County shall prepare a budget for the upcoming fiscal year (July 1 to June 30). STMGID shall compensate the County via the settling process in SAP during the closing of each month.

C. STMGID shall pay compensation for the services to be performed for District operations and maintenance services, including operations and maintenance inventory of supplies, for professional legal

services from the District Attorney's Office, including preparation of Local Managing Board and Board of Trustees agendas, legal advice and, representation at meetings, telephone conferences, discussions and other communications and proceedings held in furtherance of, and in connection with, District operations, and risk management services, all of which shall be based on the direct cost of services and for supplies incurred, the general and administrative overhead for the County's Department of Water Resources, and the standard cost basis for wages and benefits as approved in STMGID's annual budget. The standard cost is defined as the total wages and benefits paid out to a particular class of employees divided by the total productive man-hours for that class. Administrative and general overhead includes but is not limited to the following: Office lease, office equipment rental, utilities, janitorial services, general accounting services, telephone, training, minor supplies, computer services and support, office machines, small tools, general clerical services, postage (non-billing), , computer hardware and software, etc. The County ratably allocates such overhead expense based on total productive man-hours.

D. Monthly payments will be made via Journal Entry, based on the integrated standard costing system at the closing of each month. Actual costs and/or the standard costs for which the County is to be reimbursed by STMGID shall be costs and expenses directly related to the performance of the services set forth herein. In the event of a dispute between the LMB, the Trustees, and the County as to what is an item or amount of actual cost, such dispute shall be submitted for determination by an independent auditor designated by the Trustees.

IX. TERMINATION

A. This agreement may be terminated at any time by either party (without cause) upon one hundred twenty (120) days written notice to the other party.

B. If this Agreement is terminated by the County or STMGID, the County shall furnish the services necessary to continue normal operations for a period of sixty (60) days after the termination date. This sixty-day period will commence only at STMGID's request, for the purpose of continued supervision and to assist the District in the placement and training of water system personnel.

X. AMENDMENT

This Agreement may be amended or modified only by written agreement signed by both parties, and failure on the part of either party to enforce any provision of the Agreement shall not be construed as a waiver of the right to compel enforcement of any provision.

XI. ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in

10/1/2011

writing, signed by the party to be charged as a result of the modification. The effective date shall be the date upon which the signatory to be charged by the subject modification approves the modification.

XII. PARTIAL INVALIDITY

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XIII. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt, postage prepaid to such addresses as are designated by the parties.

IN WITNESS WHEREOF, the parties hereto have caused their appropriate governing bodies to execute this Agreement.

**SOUTH TRUCKEE MEADOWS
GENERAL IMPROVEMENT DISTRICT**

Chairman
Board of Trustees

ATTEST:
AMY HARVEY, County Clerk

Date: 11/9/10

ACKNOWLEDGED:
SOUTH TRUCKEE MEADOWS
GENERAL IMPROVEMENT DISTRICT

AMM
Chairman
Local Managing Board

WASHOE COUNTY, NEVADA

Chairman
Board of County Commissioners

ATTEST:
AMY HARVEY, County Clerk

Date: 11/9/10

1301-01

Appendix A

DEFINITIONS

OVERHEAD, ADMINISTRATIVE and GENERAL – Costs incurred for overall operations that cannot be charged directly to one component of operations or to a specific project and must be allocated in proportion to the benefit derived. The County ratably allocates such overhead expenses based on total productive man-hours.

SAP – The trade name for the County's integrated financial system.

SETTLING PROCESS – Monthly procedure in SAP to allocate costs and post activity to the appropriate fund or funds.

STANDARD OR DIRECT COST – The total wages and benefits paid out to a particular class of employees divided by the total productive man-hours for that class.

Attachment 1

**INTERLOCAL AGREEMENT
(Virginia Street TRAction Project, Phase 1 Bridge Design)**

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Article 1 Parties and Definitions

§1.01 Parties

THIS AGREEMENT is by and between

- County** Washoe County, Nevada, a political subdivision of the State of Nevada
 for the benefit of the Truckee River Flood Management Project
 c/o Flood Project Office
 9390 Gateway Drive, Suite 230
 Reno, Nevada 89521-8900
 Attn: Paul Urban P.E., Project Manager
- Reno** City of Reno, a municipal corporation
 One East First Street 8th Floor
 Reno, Nevada 89501
 Attn: Public Works Director

§1.02 Definitions

Director means the Director of the Truckee River Flood Management Project as designated by the Flood Project Coordinating Committee, so long as the County remains a party to this Agreement, and when this Agreement is assigned to the Truckee River Flood Management Authority, the Executive Director as designated by its Board of Directors.

Virginia Street Bridge Design Project means the completion of documents and tasks described in §3.01 and §3.03 of this Agreement regarding a replacement bridge for Virginia Street spanning across the Truckee River in the City of Reno, Nevada.

Infrastructure Sales Tax means a 1/8% sales tax authorized by NRS Chapter 377B and imposed in Washoe County in 1998 to, among other things, finance a flood control project. See Bill 1223, Ordinance No. 1047, enacted in November 1998.

Article 2 Recitals

¶2.01.A In 2005, the cities of Reno and Sparks, Nevada, Washoe County, Nevada, and the University of Nevada, Reno entered into the "Truckee River Flood Management Project Cooperative Agreement, to establish the Truckee River Flood Management Project to plan, design, construct, operate and maintain certain flood control improvements along the Truckee River to reduce flood damage. After extensive community involvement, the Flood Project Coordinating Committee, created by that

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agreement, (the “FPCC”) has adopted a “Living River Plan” to include a series of flood control features (levees, floodwalls, bridge enhancements, bank terracing and stabilization etc), ecosystem restoration and recreation plans to implement the Truckee River Flood Management Project. The parties to the agreement are now contemplating an “Interlocal Cooperative Agreement (Truckee River Flood Management Project)” creating an independent joint powers authority to design, finance, construct, operate and maintain the Truckee River Flood Management Project in coordination with the United States Army Corps of Engineers.

¶2.01.B The replacement of the Virginia Street bridge in downtown Reno is a key element of the Living River Plan, and has been approved by the FPCC as a “TRAction” (Truckee River Action) Project to begin designing with local funding before entering into a Project Partnership Agreement with the USACE. In July of 2007, the parties entered into an Interlocal Agreement (which agreement has been amended twice) whereunder County pledged up to \$2,785,000 to finance a study, to be conducted by City to determine the feasibility of replacing six downtown bridges including Virginia Street Bridge for purposes of flood reduction. The Visioning study for consideration of six replacement bridges has been substantially completed (at a cost less than \$785,000) and the parties are satisfied as to the feasibility of replacing the Virginia Street Bridge, and are ready to start the Bridge Design Project.

¶2.01.C As authorized by the Interlocal Cooperation Act (NRS 277.080 – 277.180), the parties desire to enter into an interlocal contract under NRS 277.180 to set forth the purposes, powers, rights, objectives and responsibilities of the parties in order to complete the Virginia Street Bridge Design Project.

NOW THEREFORE in exchange for the mutual covenants contained herein, the parties agree as follows:

Article 3 Completion of the Virginia Street Bridge Design Project

§3.01 Purposes, objectives, powers, rights and responsibilities.

The purpose of the Virginia Street Bridge Design Project is to (i) prepare all planning documents, designs, plans, specifications, environmental reports required by the US Army Corps of Engineers to satisfy the National Environmental Protection Act, construction bid documents for the replacement of the Virginia Street Bridge, and (ii) coordinate design specifications and funding of that bridge replacement with state and federal agencies, including the United States Army Corps of Engineers (USACE), the Nevada State Historic Preservation Office (SHPO), and other consulting parties as per the Programmatic Agreement between the USACE and the Nevada SHPO, as amended from time to time. The objective is to design the replacement bridge taking into account its utility as a flood reduction feature, its historical significance, its environmental impact, and its qualification for cost crediting and other potential funding not in conflict with USACE rules. As provided herein, Reno will be the lead agency, County will provide financing, and the parties will cooperate through a project management team.

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§3.02 Project Management Team

¶3.02.A Duties. The parties agree to coordinate their efforts at the staff level through a Project Management Team (the “PMT”) that will oversee the project, review and make recommendations on all aspects of the planning, design, and schedule of the Virginia Street Bridge Project, including all of the duties enumerated in §3.03 below.

¶3.02.B Composition. The Director of the Truckee River Flood Management Project and the Public Works Director and/or Assistant City Manager of Reno (the “**Appointing Authorities**”) shall each appoint at least one member to the PMT. Appointments to the team shall be informal and may change as people with different disciplines are needed to look at aspects of the project from time to time. The Team is an administrative staff team which is intended to provide advice to the Appointing Authorities. A representative of Reno shall be appointed to chair the team.

¶3.02.C Meetings and Dispute Resolution.

1. The Team shall meet on the call of the chair, who shall prepare agendas for the meetings. The Team is not a public body within the meaning of the Nevada Open Meeting Law (NRS Chapter 241).

2. At least one representative of Reno and the County must be present at all PMT meetings. Project management team meetings will be held when matters of project scope, schedule, coordination with the USACE, and/or cost are to be decided. The chair may ask for the consensus of those present at a meeting, but formal votes are not required.

3. If there is significant disagreement between members of the PMT, team members shall report the differences to the Appointing Authorities who shall confer to resolve them. If such differences cannot be resolved, then the Appointing Authorities may report to the respective governing bodies of the parties for resolution or remedy.

§3.03 Reno is Lead Agency and Owner; Duties and Responsibilities

¶3.03.A Reno shall be the lead agency for the completion of the Virginia Street Bridge Design Project, shall own all documents produced hereunder.

¶3.03.B Duties

1. Reno shall, within reasonable times

- (i) enter into, perform and enforce all contracts for the design of the Virginia Street Design Project and all amendments or modifications thereto,

- (ii) complete the community visioning process to determine appropriate type of bridge design and characteristics;
- (iii) prepare and secure appropriate approval of preliminary design
- (iv) obtain all permits and regulatory approvals;
- (v) prepare and conduct required public hearings and through oversight and direction of the federal agency USACE, obtain appropriate approval of all environmental documents (i.e Environmental Assessments, Findings of No Significant Impact, and/or Environmental Impact Statement) required by state and federal law, including the National Environmental Pollution Prevention Act, and state and federal historic preservation requirements;

(vi)

2. Reno shall refer all of the above matters to the Project Management Team for review and recommendations before submitting to its City Manager and governing body, and, if requested shall from time to time make presentations or discuss matters with committees reviewing or coordinating activities of the Truckee River Flood Management Project. Reno will keep the PMT informed of public meetings (including stakeholder meetings) and Council meetings. The USACE will make final determinations according to federal laws and agreements (Programmatic Agreement as amended from time to time).

¶3.03.C Legal requirements; payment of penalties and fines.

1. Reno shall follow all requirements of federal, state and local law as well as all policies, practices and requirements of Reno with respect to public works projects and agreements in performing its duties hereunder. Without limiting the generality of the foregoing, with respect to all aspects of the Virginia Street Bridge Replacement Project, Reno shall comply with NRS Chapter 332 with respect to local purchasing, and with the all provisions of NRS Chapter 338, including contract bidding, the payment of wages, and employment practices.

2. Penalties and fines for violations of the forgoing shall not be paid out of grant proceeds under Article 4 hereof.

¶3.03.D Standards of Performance.

1. Design Standards. Reno shall coordinate the design standards with and shall comply with the hydrologic, hydraulic and structural standards of USACE, but may request support for design to become the Locally Preferred Plan which may require waivers of full USACE engineering criteria by and through the Truckee River Flood Project.

2. Diligence As the replacement of the Virginia Street Bridge is a TRAction project, Reno agrees to use its best efforts to complete the Virginia Street Design Project in a timely manner. The County/ Flood Project recognizes that the

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design of the replacement Virginia Street Bridge is bound to federal processes, agreements (Programmatic Agreement as amended from time to time), and consulting agency/ parties contributions which may directly influence and limit the schedule.

Article 4 Financing by County

§4.01 Rescission of Amendment # 2 of Interlocal Agreement for Feasibility Study

¶4.01.A In July of 2007, the parties entered into an Interlocal Agreement whereunder County agreed to provide \$600,000 in funding to study the feasibility of replacing the Lake, Center, Virginia, Sierra, Arlington and Booth Street Bridges across the Truckee River and complete a visioning process for determining acceptable conceptual design for those replacement bridges. The Interlocal Agreement was amended in May of 2008 to increase the amount of funding to \$785,000, and amended a second time in May of 2009 to increase the funding amount to \$2,785,000 and expand the scope of the project to include preliminary design of Virginia Street Bridge.

¶4.01.B The parties hereby rescind the second amendment (increasing funding by \$2,000,000 and expanding the scope to include design of the Virginia Street Bridge) and enter into this separate agreement with respect to the design of the Bridge.

§4.02 County obligation to provide grant funding.

¶4.02.A Amount and source of funds. Subject to the terms and conditions in this Agreement, County agrees to immediately appropriate the sum of **\$1,800,000** from the available funds in the Infrastructure Sales Tax Fund, and to grant funds from that appropriation to Reno for the Virginia Street Bridge Design Project.

¶4.02.B Purpose and use of funds. Funds shall be granted as requested from time to time by Reno for actual, necessary and reasonable costs of performing any duty under this Agreement, including those duties identified in §3.03.

§4.03 Prior approval of contracts and commitments.

¶4.02.A Approval required. Each contract or commitment by Reno to be funded by grants under this Agreement must be prior approved by County, provided, however, that County shall not unreasonably withhold such approval as provided in this Agreement.

¶4.02.B Method of approval of contracts. Reno shall submit all contracts to the Project Management Team. If no representative from County at the meeting where a contract is discussed objects to the contract or reserves the right to discuss it with the Director, it is deemed approved by the County. If, however, any County representative objects to the contract or commitment or reserves the right to refer it to the Director of

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the Truckee River Flood Management project the contract or commitment shall be referred to the Appointing Authorities for a decision, which decision shall be made within thirty calendar days from the date of the PMT meeting.

¶4.03.C Approval criteria. Contracts or commitments may be rejected for funding under this Agreement only if there is an un-remedied breach of this Agreement by Reno, or if the County reasonably believes that all or any portion of the contract/commitment amount is unreasonable, unnecessary, or its payment would exceed this grant commitment.

§4.04 *Submission, approval and Payment of payment requests.*

¶4.04.A Individual payment requests shall be submitted to the Director through the County Purchase Manager.

¶4.04.B Individual grant requests shall be accompanied by proof of payment and sufficient supporting documentation for the Director to determine if funds are properly payable under this Agreement.

¶4.04.C Reno warrants and represents that each request for payment is for funds actually spent by Reno pursuant to the requirements of an approved contract or commitment.

¶4.04.D Individual funding grant requests may be rejected by County only if (i) there is a material breach of this Agreement by Reno, (ii) the underlying contract or commitment was not approved; (iii) payment of the amount would cause County to exceed the funding commitment hereunder; or (iv) the County reasonably believes that the amount of the request is for an unauthorized purpose or is excessive.

¶4.02.E Payment. Grant requests shall be paid within 30 days of receipt of property documented requests by Reno.

Article 5 *Mutual Obligations; Relationship of Parties; Indemnifications.*

§5.01 *Books, records, inspection and audit; access.*

1. Each party agrees to keep adequate and accurate books and records with all aspects of its performance under this Agreement and the administration of the Virginia Street Bridge Design Project, and to keep such records for a period of five years from the completion of the design project.

2. Each party shall allow authorized representatives of the other full and free access to their offices and where project work is performed and to the accounts, records and books, including the right to make copies from such accounts, records and books.

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3. Each party agrees to truthfully and fully cooperate with any audit of its books and records and performance hereunder by the other party or by a federal or state agency regulating or providing funding for this project.

§5.02 Status of Parties, Officials and Employees.

¶5.02.A Nothing in this Agreement creates or implies a partnership, joint venture or similar association. The parties are independent of one another, and neither is an agent of or obligated to the other except as specifically provided herein.

¶5.02.B No official or employee of any party to this Agreement shall be personally liable to any other party or any successor in interest, in the event of any default or breach by the party or for any amount which may become due to any other party or its successor, or as a result of any representation (except any representation regarding the authority to execute this Agreement), warranty or obligation under the terms of this Agreement.

§5.03 Indemnifications.

¶5.03.A To the fullest extent allowed by law, and without waiving any immunities (except as provided under the law of Nevada, including NRS 41.0305 through NRS 41.039, as amended from time to time) that may be available, each party (the “Indemnifying Party”) shall indemnify, hold harmless and defend the other party (the “Indemnified Party”) from and against all liability to the extent caused by an act, error or omission of the Indemnifying Party or a Related Party arising out of the administration of this Agreement.

¶5.03.B Definitions.

“Act, error or omission” includes acts, failure to act, errors, or omissions that constitute negligence, willful tortious conduct, or for which strict or imputed liability may be imposed as determined by a court of competent jurisdiction under applicable law, and further includes breaches of this agreement and/or violations of law.

“Arising out of the administration of this Agreement” means the performance of any task, obligation, responsibility or the pursuit of any right contemplated under this Agreement.

“Claims and liability” means all third party claims, actions, damages, losses, judgments, injuries, costs and expenses, (including those paid to settle the case) including but not limited to attorneys’ fees and costs, including those related to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (including the loss of use resulting therefrom) and other economic damages.

“Defend” includes the obligation to defend litigation at the Indemnifying Party’s sole expense using counsel that is reasonably acceptable to the Indemnified Party. Each

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Indemnified Party shall be permitted to participate, if it chooses, in the defense of any action claiming liability, even if the Indemnified Party is indemnified hereunder.

“Related Party” includes all officers, employees, agents, contractors and subcontractors of the Indemnifying Party who are acting within the scope of their assigned and lawful duties, as well as anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

¶5.03.C Conditions. Each indemnified party shall be permitted to participate, if it chooses, in the defense of any action claiming liability, even if the indemnified party is indemnified hereunder. Any party may set off any of its rights under this subsection against any consideration it provides under this agreement. The obligations to indemnify and save harmless herein survive the expiration or termination of this Agreement with respect to any act, error or omission which occurred before expiration or early termination.

Article 6 Timing; performance; breach and remedies.

§6.01 *Time schedule.*

This Agreement expires on December 31, 2015, unless sooner terminated or discharged, or unless extended by written agreement of the parties.

§6.02 *Timing; further assurances; standards for approval.*

¶6.02.A Timing. Time is of the essence in the performance of this Agreement. Unless otherwise specified, the term “days” means calendar days. If a deadline falls on a weekend or holiday then performance is due on the first business day of the recipient thereafter. Unless otherwise specified, performance is due by the later of 5 p.m. Reno, Nevada time or close of business of the recipient on the day it is due.

¶6.02.B Further assurances. Each party agrees to take all necessary action to enter into, execute and deliver any and all written documents necessary to carry out the terms of this Agreement, and for the development of the Project in accordance with the terms of this Agreement.

¶6.02.C Standards of approval. Unless otherwise specified (such as with the words “sole discretion”) wherever this Agreement requires the approval of the governing body of a party, or any of a party’s officers, agents or employees, such approval shall not be unreasonably withheld, delayed or conditioned. The governing bodies of the parties to this Agreement are governmental bodies whose decisions are legislative functions that may be subject to public hearings and input, and, except as otherwise provided herein, shall have sole and absolute discretion to approve or disapprove any matter submitted to them provided, however, that decisions are not procured by fraud or bribery, or, with respect to the County, are arbitrary, capricious or an abuse of discretion.

§6.03 Nonappropriation of funds

This Agreement extends beyond the terms of the county commissioners who are presently in office and are voting on its approval, and as a result, under NRS 244.320, unless otherwise provided by law, this Agreement is binding beyond those terms of office only to the extent that money is appropriated for the performance of this Agreement or for a like item or service. If no funds or insufficient funds are appropriated and budgeted by future governing bodies or are otherwise unavailable by any means whatsoever in any fiscal year to make payments or honor obligations under this Agreement, the County shall immediately notify Reno of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations of existing funds were made, without penalty or expense to County of any kind whatsoever.

§6.04 Default and Remedies.

¶6.04.A Excuse due to force majeure.

1. Except as provided elsewhere herein, if an event of *force majeure* makes performance of an obligation or cure of a breach or default impossible, such performance or cure is excused for the duration of the event of force majeure provided that the obligated party (i) within a reasonable time after the commencement of the force majeure notifies the other party of the nature of the event of force majeure, when it commenced, why it makes performance or cure impossible, and the expected duration (if known), and (ii) agrees to and does in fact diligently pursue remediation of the effects of the force majeure, and (iii) agrees to notify the other party immediately when it becomes possible to commence efforts to cure the default.

2. An event of *force majeure* is defined as (i) without the fault of and beyond the reasonable control of the obligated party, a war; insurrection; riot; flood; earthquake; fire; casualty; act of God; act of a public enemy; quarantine restriction or other effect of epidemic or disease; freight embargo; delay caused by unusually severe or extreme weather; lack of transportation attributable to any of these; or (ii) labor strikes, boycotts or picketing (unless the labor action is taken because of an alleged violation of the prevailing wage provisions in this Agreement, if any); (iii) provided, however, that if the breach or default is the failure to pay money, the force majeure must actually prevent access to or payment from a bank account or payment mechanism, such as during a banking holiday, moratorium, or sabotage of wire or automated transfer systems. A force majeure does not include general economic or market conditions, or the financial condition of a party even if they are influenced by any of the foregoing.

¶6.04.B Default. Subject to Section 6.02, and ¶6.03.A, a default occurs when (i) a party repudiates, breaches or fails to perform any material obligation, term or provision in this Agreement including a failure to perform any requirement in accordance with any schedule attached hereto; (ii) a party who is responsible to cause a material event to occur fails to have such event occur by the time required; (iii) any representation of a material fact expressed herein was false at the time it was made, or, if a continuing

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representation, becomes false as a result of a subsequent event or occurrence; (iv) any event otherwise described in this Agreement as a breach or default occurs.

¶6.04.C Notice and Right to Cure. Unless otherwise specified in this Agreement, and unless prohibited by law, in the event of the default, the non-defaulting party shall provide written notice of such default and the specific action required to cure such default and the defaulting party shall have thirty (30) days from the date that the notice is deemed given to cure the default; provided however, that in the event such default is not capable of being cured within said time period but is capable of being cured, the defaulting party has substantially commenced to cure said default and diligently pursues cure, the defaulting party shall be granted an additional period not to exceed sixty (60) days to so cure said default

¶6.04.D Remedies

1. In general. If the event of a material default is suffered or caused by any party and not cured within the period of time specified, the non-defaulting party may, subject to any specific provision regarding remedies herein, (i) suspend any counter-performance due hereunder until the default is cured; (ii) terminate this Agreement; (iii) pursue any other remedy specifically provided in this Agreement, and/or (iv) bring an action for damages or equitable relief.

2. Remedies cumulative. All remedies stated in this Agreement are cumulative with each other and with any remedy afforded in law or equity. The election of any remedy does not constitute a waiver of any other remedy.

¶6.04.E Attorney's Fees and Costs. If any party hereto institutes any action or proceeding (including arbitration, if authorized) against the other or others arising out of or relating to this Agreement, reasonable attorney's fees and costs may be awarded to the prevailing party, as determined by or otherwise allocated at the discretion of the Court (or arbitrator).

¶6.04.F Waivers Any forbearance, inaction, or failure to promptly pursue any remedy (whether intentional or negligent) shall not be deemed a waiver of any default or remedy. Waivers must be expressed in writing signed by the waiving party, and a waiver of a default is limited to the specific default identified in the written waiver and does not constitute a course of dealing or implication that similar defaults will be waived in the future.

Article 7 General Provisions.

§7.01 *Term of Agreement*

¶7.01.A This agreement terminates when the grant obligation expires or as otherwise provided in Article 6 hereof.

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§7.02 *Assignment; Delegation; Binding Effect*

¶7.02.A Upon formation of the Truckee River Flood Management Authority, County if the Authority agrees to perform all of the duties of the County hereunder, the parties agree that the Authority shall be substituted for the County under this agreement.

¶7.02.B This Agreement shall be binding on and runs to the benefit of the parties, their respective successors and any assignees or delegatees if the assignment or delegation is permitted. Unless otherwise specifically identified in this Agreement, there are no third party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

§7.03 *Notices*

¶7.03.A Unless otherwise provided herein, formal notices, demands and communications between the parties must be in writing and must be sent via certified or registered mail, return receipt requested, or by overnight courier to the addresses stated in Article 1 above, or to any address or number subsequently communicated to the sending party in writing. Failure to provide additional notices indicated in Article 1 does not make service to the party defective.

¶7.03.B If notice is sent by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given when actually received by the addressee or three business days after it is received by the U.S. Post Office as indicated on the receipt, whichever is earlier.

¶7.03.C If notice is sent by courier, or overnight delivery service (e.g., Federal Express, UPS Overnight, U.S. Postal Priority Mail), it will be deemed sufficiently given when delivered to the address as indicated in the records of the courier or service.

§7.04 *Applicable Law; Severance of Unenforceable Provisions; Non-merger.*

¶7.04.A Applicable law, jurisdiction and venue. This Agreement shall be construed under and governed by the laws of the State of Nevada, and any action to enforce it shall be brought in the Second Judicial District Court for the State of Nevada.

¶7.04.B Severance of unenforceable provisions. Each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law, taking into account permissible waivers or provisions which may be upon agreement of the parties. If any term or provision of this Agreement or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this Agreement. In any event, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected. To prevent windfall or unintended consideration, if

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any term or provision of this Agreement is deemed invalid or unenforceable or enforceable only to a limited extent, the parties agree to negotiate in good faith to adjust any counter-performance, condition, or corresponding consideration.

§7.05 Interpretation of agreement.

¶7.05.A Interpretation of Agreement. Titles and headlines of this agreement are intended for editorial convenience and are not to be construed as a part of this agreement. The word “include” or “including” is not intended as a limitation and shall be construed to include the words “but not limited to.” Any reference to the masculine genders includes, where appropriate in the context, the feminine gender. Any term in the singular includes, where appropriate in the context, the plural. Any reference to another document (statute, resolution, plan, contract etc) includes the reference to all amendments thereto. Any reference to a numbered provision in this Agreement or any other reference which is incorrect shall be deemed to refer to the appropriate provision.

¶7.05.B No drafting assumptions. The Parties hereto were each advised by counsel in drafting and negotiating this agreement. No presumptions against or in favor of any party are appropriate based on who drafted this Agreement or any provision herein.

§7.06 Implementation and modification of Agreement

¶7.06.A Authority to Implement.

1. The Director shall have the authority to approve disbursements of all appropriated funds and make all approvals under this Agreement except increases in the amount of County’s commitment hereunder, and those specifically reserved to the governing body under this Agreement or applicable law.

¶7.06.B This agreement may be modified or amended only upon the approval of the governing bodies of the Parties.

§7.07 Entire Agreement; Counterparts; Approval

¶7.07.A Each person who signs this Agreement below warrants and represents that this Agreement has been duly approved by the governing bodies of the parties and that he or she has the actual authority to bind the principal for which he or she signs and that his or her signature has the effect of binding the party.

¶7.07.B This Agreement (together with attachments and documents incorporated by reference) integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all representations, warranties, promises or statements made during the discussion and formation of this Agreement, and all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

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All attachments hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

¶7.07.D This Agreement may be executed in counterparts and is deemed duly executed when original signature pages of all parties are executed and delivered.

EXECUTED ON THE DATES INDICATED

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INTERLOCAL AGREEMENT
(Virginia Street Bridge Design Project)

Counterpart Signature Page

COUNTY

Washoe County, a political subdivision of the state of Nevada

By *David E. Humke*

Date 11/9/10

David E. Humke, Chairman
Board of County Commissioners

Attest

By *Amy*

Date 11/9/10

County Clerk



Approved as to Form:

RICHARD GAMMICK,
District Attorney

By *Melanie Foster*
Deputy

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INTERLOCAL AGREEMENT
(Virginia Street Bridge Design Project)

Counterpart Signature Page

RENO
City of Reno, a municipal corporation

By _____ Date _____
Robert A. Cashell, Sr., Mayor

Attest

By _____ Date _____
City Clerk

Approved as to Form:

By _____
City Attorney

4401-01

Attachment 2

Exhibit B

DRAFT Scope of Services Virginia Street Bridge Replacement

Background

The Virginia Street Bridge is a historic structure in downtown Reno, crossing the Truckee River. The bridge was built in 1905 and is in the National Register of Historic Places for its innovative period design. Because of age, low structural integrity, and impact to flooding in downtown Reno, the City of Reno, U.S. Army Corp of Engineers (USACE), and other stakeholders are desirous to replace the bridge.

A previous study was completed in February 2009 entitled “TRAction Visioning Project.” This study identified and analyzed alternatives for six downtown bridges including the Virginia Street Bridge and associated level of flood protection desired by the community. Through this Visioning process, it was determined that replacement structures in the downtown should provide 100-year plus 2-feet of freeboard for flood protection. This is approximately analogous to 50 year with 4 feet of freeboard. Four feet of freeboard will meet minimum USACE freeboard criteria. This scope builds upon the previous study but will focus solely on Virginia Street bridge replacement options (center pier, clear span, and moveable bridge types), their associated aesthetic qualities, and their ability to meet flood protection requirements.

General Requirements:

The work consists of planning, stakeholder coordination, environmental clearance under NEPA, permitting, USACE Section 408 procedures, preliminary and final engineering, and construction management for the Virginia Street Bridge over the Truckee River in downtown Reno, Nevada. The project limits are anticipated to be from State Street north to West 2nd Street and from Sierra Street east to Center Street. Virginia Street (formerly SR 430) is owned by the City of Reno, and the bridge is inspected by NDOT. The U.S. Army Corp of Engineers will be the lead agency under NEPA.

The scope of this proposal encompasses “Stage 1” of a multi-stage process. Stage 1 focuses on assembling and coordinating the Design Review Committee and Stakeholder Working Group, developing a range of bridge type and aesthetic options, systematically screening those alternatives to identify a preferred alternative, data gathering, and visual simulation to support this process. Using a rigorous public and stakeholder process, the goal of Stage 1 is to identify a single bridge alternative for permitting, design, and development during Stage 2. Stage 2 will consist of preparation of the final PS&E package, permit applications, NEPA clearance, and Section 408 applications. Stage 3 will consist of construction management, oversight, and testing during construction of the

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bridge. Stage 2 and 3 will be scoped and executed under separate task order after completion of Stage 1 and are summarized as follows:

Stage 1 – included in this proposal for \$1,791,000:

- Concept Development – bridge type, aesthetics, urban design, and visualizations.
- Public Outreach – public information and outreach, stakeholder partnering, and visioning.
- Preliminary Engineering – Initial design to approximately 30%.
- Environmental - Initiation of NEPA, Section 106 consultation, USACE 408 process, and permitting.
- Hydraulic Modeling – Preliminary steady state modeling.

Stage 2 – to be included in a future proposal for an estimated fee of \$1.5 – \$3.0 Million*:

- Complete bridge PS&E package.
- Environmental - Completion of NEPA, USACE 408, and permit clearances.
- Hydraulic Modeling – Unsteady state modeling.
- Public Outreach

Stage 3 – to be included in a future proposal for an estimated fee of \$1.4 – \$3.2 Million*:

- Construction Administration
- Construction Inspection
- Permit Compliance and Closeout
- Public Outreach

* Upper range corresponds to moveable bridge options.

Standards and References:

Federal

- 40 CFR Parts 1500-1508 Regulations for Implementing the Procedural Provisions of NEPA.
- 49 CFR Part 633 Project Management Oversight
- 36 CFR Part 800 Protection of Historical and Cultural Properties (Section 106 process)
- 49 CFR Part 24 Uniform Relocation and Real Property Acquisition Regulations for Federal and Federally Assisted Programs

Roadway Design

- Standard Specifications for Public Works Construction (Orange Book) 2007
- City of Reno Construction Standard Details (Draft 2010)
- AASHTO Policy for Geometric Design of Highways and Streets 2004
- Manual on Uniform Traffic Control Devices 2010
- AASHTO Roadside Design Guide 2006
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004

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Structural Design

- NDOT Bridge Design and Procedures Manual 2008
- AASHTO LRFD Bridge Design Specifications, Customary U.S. Units, 4th Edition

Hydrology & Hydraulics

- USACE Policies and Procedures
- Reno Public Works Manual
- Truckee Meadows Regional Hydrologic Design Manual

Software

- Microsoft Office, AutoCAD 2009, Synchro / SIMTraffic, GuideSign, Autoturn, HEC-RAS, ArcGIS 9.3.1, HEC-GeoRAS (version 4.2.93), SAP 2000, MDX, CONBOX, RC Pier

Task 1 – Project Management

The development and maintenance of effective communication and coordination among the project team, the City of Reno, and other entities and stakeholders will be one of the key factors in achieving the successful completion of the project. Jacobs will oversee and manage all activities as follows:

Project Management – The Jacobs Project Manager, in collaboration with the City Project Manager will be responsible for the ongoing project coordination of all activities and the contract for the duration of the scope. The Jacobs Project Manager will be responsible throughout the project for management and all communications, including billing, with the City Project Manager. Communications between the Jacobs Project Manager and the City will be through the City Project Manager unless otherwise directed. The Jacobs Project Manager shall also maintain direct communication, as appropriate, with other local, state, federal, and private stakeholders as required for the progress of the scope-of-work detailed in this document. All communications shall be documented and reported to the City Project Manager.

The Jacobs Project Manager and City Project Manager expect to meet on a biweekly basis, at a minimum, and more frequently as deemed necessary to coordinate team activities, review progress and budget, identify issues and identify actions needed to resolve those issues. The Jacobs Project Manager will coordinate with team leads to discuss the progress of the project and identify issues and action items to be addressed. The Jacobs Project Manager will maintain and distribute an Action Items Log identifying the person responsible for resolving each item and the expected date of completion. The Action Item Log will be reviewed at each Progress Meeting.

The Jacobs Project Manager is responsible for the contracting, coordination, and management of all subconsultants. The Jacobs Project Manager will be the primary point

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of contact for the City for all team subconsultants and will be responsible for communicating and coordinating the direction from the City to all team members.

Project Controls – Jacobs will assign staff to manage the project schedule, staffing plan, accounting structure, and associated updates. The project schedule will be a detailed, graphic project schedule indicating tasks, subtasks, critical dates, milestones, deliverables, and review requirements. The project schedule will be in a format which depicts the order and interdependence of the various tasks, subtasks, milestones, and deliverables for each task identified herein. Progress will be reviewed monthly and should these reviews indicate a substantial change in progress, the schedule will then be reviewed at the project management team meetings.

The consultant will maintain a project staffing plan throughout the life of the contract. The staffing plan will document and forecast staff hours over time, by task and by individual. A project cost curve will graphically display the historical and forecasted expenditure by dollars in an earned value format. The cost curves will be submitted monthly with progress reports and consultant invoices.

PPM / File Management – Jacobs will develop and maintain the Project Procedures Manual and the project files (both electronic and hardcopy). Copies of all outgoing and incoming correspondence will be provided to the Jacobs Project Manager, or designee, on a continuing basis and distributed to the City Project Manager as needed. Word processing, data bases, spreadsheets, etc. will be prepared using a format compatible with Microsoft Office.

Quality Control – The Jacobs Project Manager is responsible for ensuring a comprehensive, independent quality review is done for each and every project deliverable. The detailed checking procedure will be outlined, and responsibilities assigned in the Project Procedures Manual.

Project Management Progress Meetings – The Project Management Progress (PMP) meetings are expected to be held biweekly throughout the project to coordinate scope, schedule, budget, as well as overall project progress and strategy. The PMP meetings will be held at the City of Reno offices on a regular date and time. At a minimum, the Jacobs Project Manager and the City Project Manager(s) will be in attendance. Participation from other team members will be as needed (assumed 50%) and via teleconference for remote staff. For each PMP meeting, Jacobs will prepare brief meeting minutes documenting discussion items, decisions, and action items.

Deliverables: Project Procedures Manual, Project File, Project Schedule, Project Cost Curves / Progress Reports, PMP Meeting Minutes

Task 1 Summary	
Firm	Task Total
Jacobs	\$153,673
Bridgescapes	\$33,750

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Fluid Concepts	\$16,200
Kautz Environmental	\$7,000
Stacey Crowley Consulting	\$5,980
Klienfelder	-
Stantec	\$7,905
JBR (Includes WCRM)	\$35,040
Tampa Bay Engineering	-
Nieya	-
Task 1 Total	\$259,548

Task 2 – Public Outreach

Jacobs will provide comprehensive Public Information and Outreach Program services to the City for the development of the Virginia Street Bridge replacement. The following program is designed to provide timely and accurate distribution of project information to stakeholders and the general public utilizing and integrating existing City information techniques.

Public Outreach Management – By nature, public outreach is a fluid process, requiring reactions to unforeseen and unexpected external developments and inquiries. Jacobs will manage the ongoing support, responsiveness, and modification of the public outreach material, messaging, and support staff from initial inception through quarterly updates.

Public Involvement / Media Plan – In collaboration with the City of Reno Public Information Division, Jacobs will develop, document, and distribute a Public Involvement Plan outlining the specific tools to be implemented, responsibilities, and communication protocols. In addition, a specific media relations plan will be described detailing the process by which press inquiries and press releases will be handled.

Prepare Initial Project Materials – The Jacobs team will develop, design and update project collateral information for public use. Traditional collateral materials are assumed to include public meeting notices (including media advertising costs), a project fact sheet, a project newsletter updated quarterly, public meeting handouts, website, and 2 electronic media accounts.

Summary of Public Outreach – Jacobs will document the public outreach process for Stage 1, including a record of articles, press releases, comments, discussion and outcomes, meeting attendance, and collateral materials.

Deliverables: Public Involvement / Media Plan, Collateral Materials, Summary of Public Outreach.

Task 2 Summary	
Firm	Task Total
Jacobs	\$48,757

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Bridgescapes	\$2,750
Fluid Concepts	\$1,650
Kautz Environmental	\$875
Stacey Crowley Consulting	\$910
Klienfelder	-
Stantec	\$775
JBR (Includes WCRM)	-
Tampa Bay Engineering	-
Nieya	\$1,000
Task 2 Total	\$56,717

Task 3 –Partnership & Visioning

Partnership & Visioning Plan – Jacobs will provide documentation outlining the Partnership process including workshops with the Stakeholder Working Group (SWG), Design Review Committee (DRC), City Council Subcommittee and full City Council, describing areas of responsibility, meeting goals, draft agendas, and methodologies. The SWG and DRC are further defined in this section.

Process Review Meeting – Jacobs team will attend and support the facilitation of a 2-hour meeting with SHPO, USACE, and cultural staff specifically to discuss and reach consensus on the Design Review Committee (DRC) and Partnership process. The DRC process is in accordance with the amended programmatic agreement between the USACE and SHPO for the Truckee River Flood Control Project.

Independent Facilitation – The Jacobs team will provide an independent facilitator for the Partnership workshops that include the DRC workshops, joint DRC and SWG workshops, and City Council Subcommittee workshop. This neutral facilitation, guidance, and support will direct the workshop participants through the design process and lead to a single bridge design to bring to the full City Council for approval. Facilitation includes planning and agenda development for each workshop, moderating and organization during the workshops, and review of workshop documentation. A total of 6 workshops are anticipated for facilitation.

Historical Outreach – Historical outreach will include written materials and presentations at the scheduled meetings intended to educate the public and stakeholders about the federal preservation laws and the historic preservation principles that will be followed throughout the bridge design process. The process will also include the development of a design matrix of project effects based on the historical and architectural context of the APE, through discussions with the SHPO and the DRC. The matrix will establish a means to evaluate each of the bridge designs against the requirements of the Programmatic Agreement between the SHPO and the USACE.

Downtown Interests Outreach – Jacobs and the project team shall communicate with several downtown advocacy groups to communicate visioning, project progress, and

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timelines. Groups to be contacted include but may not be limited to: the Downtown Improvement Association, Reno/Sparks Chamber of Commerce, the Northern Nevada Network (NNN), Neighborhood Advisory Boards, and homeowners associations. Efforts will be made to coordinate consolidated meetings of these groups so as to distill the information distribution, but it is anticipated that update presentations at regularly scheduled membership meetings will be performed.

Design Review Committee (DRC) – The DRC is comprised of historic consulting parties and associated interest groups as described in the 2009 USACE / SHPO Programmatic Agreement. DRC participants include but are not limited to SHPO, USACE, UNR Historic Preservation Program, National Trust for Historic Preservation, Preserve Nevada, and the Historic Reno Preservation Society. Jacobs will prepare, circulate for internal review, and distribute letters to potential consulting party member agencies for inclusion in the DRC. The roster of potential consulting parties will be coordinated with the USACE and SHPO.

The DRC will meet in a series of 4-hour workshops to review and progress historic effects, bridge type and aesthetics, and mitigations. The goals of the DRC workshops would be to develop a range of bridge alternatives that are consistent with the local context and parameters as determined by the DRC. It is anticipated that several workshops will be necessary to narrow the bridge alternatives to several structure types, forms and aesthetic treatments. A total of three workshops are assumed in the base fee with two additional in the contingency for Task 3.

Stakeholder Working Group (SWG) – The SWG is comprised of various groups and agencies that have specific interests in downtown, area resources, and associated agency perspectives. Examples of SWG participants include but are not limited to City of Reno Redevelopment Agency, City of Reno Arts and Culture Commission, Pyramid Lake Pauite Tribe, Washoe RTC, Nevada Division of State Lands, and U.S. Fish and Wildlife Service. Jacobs will develop the SWG roster and contact information, develop a standard contact letter/email, contact each proposed member, confirm participation, and identify meeting schedule constraints.

The SWG will meet in a series of 4-hour workshops to provide input on project progress, bridge type and aesthetics, and mitigations. The goals of the SWG workshops would be to develop a range of bridge alternatives that are consistent with the local context and parameters as determined by the DRC. It is anticipated that several workshops will be necessary to narrow the bridge alternatives to several structure types, forms and aesthetic treatments. A total of three workshops are assumed in the base fee, one of which may be combined with the DRC workshop. One additional meeting is included in the contingency for Task 3.

One-on-One Meetings with Stakeholders – It is assumed that certain interest groups, individuals, and/or public officials may request specific meetings to discuss project issues, concerns, and/or provide input to the project or process. These groups include the affected Neighborhood Advisory Boards (NABs), various downtown interest groups,

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and/or interested parties. The Jacobs team will attend individual one-on-one meetings with these groups during the course of Stage 1. The specific need, number, and nature of these meetings will be dynamic and as necessary; however, ten meetings are assumed in the base fee with another six included in the contingency for Task 3.

Public Meetings – Jacobs will plan, schedule, organize, notice, and facilitate public meetings during Stage 1 to solicit public input on the alternatives generated and the project process. City owned facilities will be used. The meetings will be noticed according to NEPA requirements as set forth by the USACE. Noticing is assumed in two area newspapers, three times each (30 days prior, 5 days before, and day of). Meeting materials will be prepared including sign-in and comment sheets, handouts, display boards, and visualizations. This task includes collecting and responding to comments. One public meeting is assumed in the base fee and another one meeting included in the contingency for Task 3.

City Council Presentations - Jacobs will plan, attend, prepare a Powerpoint presentation, and present at regular Reno City Council Meetings. The presentations will depict the process, participation, alternatives considered and final recommendation for Council action. In addition, Jacobs will plan, organize, notice, attend, facilitate, and document a 4-hour meeting of the appointed City Council Subcommittee to review the final alternatives. Two City Council presentations are assumed in the base fee with another one presentation in the contingency for Task 3.

Prepare Concepts & Visualizations – Based on the results and direction of DRC and SWG workshops Jacobs will prepare a range of alternatives that are consistent with the context and parameters developed and which addresses all of the suggested alternatives from the workshops and input to date. The concepts will consist of a range in both structure type (center pier, clear span, and moveable) and associated aesthetics.

Visualizations will be prepared to depict the concepts in a rendered, 3D virtual-world format. This format provides for both still renderings and fly-thru / pedestrian “walking” animations. Both the aesthetics of the alternatives and impacts to surrounding infrastructure will be conveyed. Non-photo renderings may also be produced for the final, detailed alternatives. It is acknowledged that the concept development and modification process is iterative and dynamic based on project progress and stakeholder input. However, an initial total of 8-10 alternatives are assumed.

Concepts and visualizations will be prepared for a total of three workshops in the base fee with one additional in the contingency for Task 3.

VSB Partnership Summary – Jacobs will provide documentation of each of the DRC, SWG, one-on-one, public, and City Council Subcommittee meetings, materials reviewed, alternatives considered, minutes, and results.

Deliverables: Partnership & Visioning Plan, VSB Partnership Summary (including final bridge recommendation)

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Task 3 Summary		
Firm	Base Fee	Contingency
Jacobs	\$146,248	\$71,438
Bridgescapes	\$69,250	\$22,750
Fluid Concepts	\$34,350	\$13,050
Kautz Environmental	\$15,250	\$8,875
Stacey Crowley Consulting	\$13,260	\$11,570
Klienfelder	-	-
Stantec	\$31,290	\$9,019
JBR (Includes WCRM)	\$31,857	\$8,883
Tampa Bay Engineering	-	-
Nieya	-	-
Task 3 Total	\$341,505	\$145,585

Task 4 – Preliminary Engineering

Data Collection – As-Builts & Existing Plans – Jacobs will obtain as-builts for Virginia Street, adjacent roadways including sidewalk and existing building entrances and windows (Mill Street, 1st Street, Center Street, and Sierra Street), the Virginia and Center Street bridges, bridge inspection reports for Virginia Street, existing plans for the Post Office Plaza and other redevelopment projects, the Riverwalk, 10 North Virginia Plaza/ice rink, and other readily available and pertinent data such as assessor's maps, parcel maps, drainage studies, and geotechnical reports. This data may be available from the City of Reno and NDOT.

Data Collection – Utilities & Potholing – Jacobs will obtain existing utility information from City of Reno sources and by contacting utility companies. A basemap of the project location and anticipated footprint will be developed for distribution with utility letters. Utility investigation includes potholing utilities in the footprint of the future bridge abutment locations and critical roadway reprofiling locations. A total of 25 potholes are assumed. Jacobs will engage the services of a contractor who is licensed and bonded to work in the City of Reno right-of-way. The Jacobs team will pay permit and asphalt patch fees as required by the permit. A master utility CADD file will be developed.

Surveying, Right-of-Way, and River Profiling – Establish and tie in existing control in the horizontal and vertical datum required by the City and physically perform a design ground survey in the project area from (and including) the first street intersection to (and including) the Mill Street intersection from building to building along Virginia Street. Roadway cross sections will be surveyed at intervals necessary to complete final design and to the nearest building behind the back of sidewalk. The ground survey will extend along River Walk and Truckee River Lane 100 feet from the edge of the bridge and includes the parking area adjoining the post office building. The Riverwalk and facilities parallel to the river will be surveyed at an approximate 25 foot interval from the water's edge to the nearest building behind the sidewalk. In addition, the riverbed profile will be surveyed using standard cross-sections for a distance of approximately 300' upstream and

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downstream of the existing bridge. Aerial mapping will supplement the ground survey to support design. The aerial mapping area includes Virginia Street from State Street to between West 1st Street and West 2nd Street and east/west to Sierra, Center and Lake Streets. This includes full ortho-rectified and one foot contour topographic mapping of all features within this footprint. In the area of the ground topo, Right-of-Way will be established for use in plan drawings. Post Construction setting of centerline monuments and Record of Survey is not included.

Geotechnical – Geotechnical investigation includes physical testing and sampling to support bridge foundation design, scour analysis, environmental, retaining wall / floodwall design, and pavement design. The details of the geotechnical investigation is as follows:

Review of Available Literature - Prior to our field exploration, we will review the information provided in geologic and soils references and as-builts. The minimum drilling distance from the existing bridge will be determined.

Field Investigation - The subsurface exploration will consist of one boring at each bridge abutment up to 100 feet depth or refusal, whichever comes first, (2 borings total), and four 5-foot-deep borings to explore the roadway and shallow fill for the proposed re-profiling of the roadway. Two of the shallow borings will be advanced 30 to 40 feet beyond the bridge abutments, and the other two shallow borings will be advanced on Virginia Street approximately 200 to 300 feet north and south of the bridge. The final field exploration locations will be selected based on the background information, the anticipated project layout, utility locations, site access, and input from the City of Reno.

A traffic and pedestrian control plan will be prepared and an encroachment permit will be obtained from the City of Reno. All boring locations will be marked with white paint and Underground Service Alert (USA) will be notified a minimum of 48 hours prior to exploration activities. Due to the anticipated congested nature of the underground utilities, we will also subcontract an independent utility locator to provide additional underground utility location services. We have assumed that the City of Reno will require drilling at night only, and City festivals and events will be avoided. Detours may be necessary due to single laneage in each direction.

Jacobs will investigate the project site by drilling soil borings using a sonic drill rig. In addition, we propose to perform Standard Penetration Testing at approximately 5-foot intervals throughout the depth of the borehole, except in depth intervals where the coring would indicate practical refusal of the smaller SPT sampler. The samples will be retained for review by designers and/or potential contractors.

The borings will be logged by a field engineer or geologist who will obtain “cored” and driven samples for further laboratory testing. Planned in-situ testing methods include standard penetration tests driven at approximately 5-foot intervals, and soil strength testing using a torvane or pocket penetrometer device where possible. Each deeper boring will take approximately 1-1/2 days to complete, so that a temporary cover will be

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placed over the borehole between the first and second day of drilling. Upon completion, soil borings will be backfilled with cement grout to the ground surface and capped with a concrete patch. Overall, field exploration is expected to take approximately four nights.

The work scope is based upon the assumption that the site is accessible to the exploration equipment proposed and suitable areas can be identified that are clear of utilities.

In addition, we propose to perform a seismic micro-refraction survey, to obtain seismic shear wave velocity profile for the top 100 feet of the site. In situ stiffness of the soil deposits for lateral pile analysis will be measured.

Environmental Sampling - Based on field measurements using a photo-ionization detector (PID) up to one soil sample per shallow boring, and two soil samples per deep boring (total eight soil samples) may be submitted for laboratory analysis. Laboratory analysis will include total petroleum hydrocarbons in the oil (TPH-ORO), diesel (TPH-DRO) and gasoline (TPH-GRO) ranges by EPA method SW8015, volatile organic compounds by EPA Method SW8260B and 17 metals by EPA Method 6020.

We have assumed that there will be relatively little quantity of drilling cuttings or displaced water, and have assumed disposal of approximately 10 drums of non-contaminated soil and/or groundwater.

Laboratory Testing - We anticipate the laboratory-testing program will consist of 10 to 12 tests for soil classification (moisture content, gradation, and plasticity), 3 direct shear strength (with compaction curves), and 4 R-value, and unit weight/moisture content. In addition, we will contract with an outside analytical laboratory to perform three sets of pH, resistivity, and soluble sulfate testing of selected soil samples to be used in evaluating concrete reactivity and corrosion potential.

Analysis and Report - Based on the results of our field exploration and laboratory testing, we will provide preliminary design recommendations regarding the following:

The preliminary design recommendations will be presented in a preliminary and final project geotechnical report complete with logs of the borings and laboratory test results (completed in State 1). This investigation excludes a site-specific evaluation of seismicity, faulting, or other geologic hazards.

Jacobs and its subconsultants assume no liability for any pre-existing environmental contamination or hazardous materials or claims associated with its discovery.

Baseline Structure Type Analysis – Preliminary engineering analysis regarding foundation location types, bridge type options and associated structural appurtenances, and structural engineering considerations to support the beginning of the alternatives process.

07/01/01

Roadway Geometry Establishment – Establish the existing roadway centerline, horizontal, and vertical geometry in AUTOCAD format. The new geometry will be based on AASHTO Green Book criteria. Develop a basemap file for the surrounding infrastructure including topographic data and key features such as pedestrian facilities, buildings locations, building entry/exits, driveways, utilities, and existing sections. Develop new roadway geometry based on changes in bridge profiles. Tie in surrounding infrastructure to the new roadway geometry utilizing ADA criteria.

Hydraulic Model & Unsteady Flow Analysis – Jacobs will refine existing HEC-RAS hydraulic models for the Truckee River through the downtown Reno area to support: the development and screening of potential bridge design alternatives, the selection of a preferred alternative, and the ultimate design of this alternative.

A “steady” state hydraulic model (steady model) will be assembled and calibrated, and will primarily be used to assist in the selection of the preferred bridge design alternative. All of this work is included in Stage 1.

An “unsteady” state hydraulic model (unsteady model) will also be developed and calibrated, and used to facilitate the hydraulic design of the preferred alternative. Only the development and calibration activities are included in Stage 1.

Steady Model Development - The hydraulic model developed for the Truckee River during the City’s TRAction Visioning Project will serve as the base hydraulic model for this project. This base hydraulic model will be reviewed and updated with new, additional survey and other appropriate data; and the limits of the base hydraulic model will be extended.

The USACE has developed hydraulic models for the Truckee River that extend beyond the limits of either the base hydraulic model or the proposed steady model. Data will be extracted from these USACE models to support the development of the proposed steady and unsteady models.

The upstream end of the proposed extension to the hydraulic model limits will be established at the USACE-hydraulic-model cross section located approximately 1500’ upstream from the Arlington Ave Bridge. The downstream end of the proposed extension to the hydraulic model limits will be established at the USACE-hydraulic-model cross section located at about 700’- 800’ downstream from the Wells Ave Bridge.

The steady model will cover about 1.25 miles of the Truckee River through downtown Reno, and the geometric data within this reach will be updated. However, the downstream model analysis limit will be further extended about 0.5 mile to the Reno gage, per a Washoe County staff recommendation. The portion of the existing USACE hydraulic model between the Reno gage and the steady model’s downstream limit will then be integrated into the steady model, will be used “as-is,” and will not be modified.

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The updated geometric data will be obtained from the merger of new and existing channel survey data with the existing downtown Reno floodplain survey data to create single, continuous DTM and TIN models. Additional survey shots within the floodplain area, outside of the channel banks, will be obtained, as needed, to facilitate developing “smooth” transitions between the separate channel and floodplain data sets.

The new TIN model (or models) will be imported into ArcGIS for processing via the HEC-GeoRAS extension. The new geometry developed by HEC-GeoRAS and imported into HEC-RAS will essentially convert the base hydraulic model to this project’s steady model. Jacobs proposes to use ArcGIS 9.3.1 and the corresponding version of HEC-GeoRAS (version 4.2.93) for generating the updated cross section data for the steady model. HEC-RAS 4.1 will be used for the actual modeling.

Existing as-builts or new survey data will be used to confirm or define the existing bridges and other river structures/features to be included in the 1.25-mile steady model.

Jacobs will coordinate with the USACE at key milestones during the development of the steady and unsteady models, to ensure that debris considerations and other modeling assumptions are consistent with USACE preferences. It is assumed: the USACE hydraulic models include both steady-state and unsteady-state versions that are readily available, the boundary conditions at the upstream steady model limit are readily available peak flows and WSELs (for the steady model) or flow hydrographs and WSELs (for the unsteady model), the boundary conditions at the downstream steady model analysis limit at the Reno gage are readily available water surface elevations, and the hydrologic data contained in the current USACE hydraulic models is to be used to define all steady and unsteady model flows without change.

The electronic versions of the 2007-2008 Washoe County aerial maps, to be provided by the City, will be used as a data source to support the steady model development. FEMA modeling or other activities associated with analyzing or assessing any FEMA data or impacts will not be required during Stage 1, and two-dimensional flow modeling will also not be required for this project.

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Steady Model Calibration - The steady model will be calibrated using both the 1997 flood event data used for the calibration of the current USACE hydraulic models, as well as the 2005 flood event data used for the calibration of the base hydraulic model. Modifications will be made to Manning roughness and/or other head loss coefficients to make necessary adjustments to computed water surface elevations. The final calibration adjustments will be skewed toward replication of the 1997 flood event data if/where conflicts or inconsistencies within or between data sets are identified.

Initial Concept Analysis – The calibrated steady model will be used to help determine the feasibility of conceptual Virginia St Bridge design alternatives, to support of the Partnership Workshop 2. As many as 8-10 concepts may be analyzed to estimate the associated 100-year (only) Truckee River flood impacts each concept may create on the surrounding infrastructure. Each different bridge design alternative will be analyzed for

the “worst” hydraulic case (i.e., all other bridges assumed to be in the existing condition), and for the “best” hydraulic case (i.e., the Arlington Ave, Sierra St, Center St and Lake St Bridges assumed to be improved to the “Visioning” condition).

Advanced Concept Analysis – The calibrated steady model will also be used to help determine the effectiveness of selected conceptual Virginia St Bridge design alternatives in reducing water surface elevations during the design flood. This effort is in support of the Partnership Workshop 3. As many as four concepts will be further analyzed to estimate the associated 100-year (only) Truckee River flood impacts each concept may create on the surrounding infrastructure. Each different bridge design alternative will be analyzed for five potential scenarios: Virginia St Bridge improvements only, previous scenario plus Lake St improvements, previous scenario plus Center St improvements, previous scenario plus Sierra St improvements, and previous scenario plus Arlington Ave improvements.

Unsteady Model Development and Calibration - The unsteady model will be developed and calibrated, and will then be used to confirm the steady model results for the Preferred Alternative.

The “uncalibrated” steady model will serve as the base hydraulic model for this activity. Appropriate adjustments will then be made to convert the steady model to the unsteady model.

The unsteady model will be calibrated using only the 1997 flood event data used for the calibration of the current USACE hydraulic models. The initial calibration run for the unsteady model will incorporate the final calibration parameters identified for the current USACE hydraulic models, for the “downtown Reno reach.” Adjustments will then be made to Manning roughness and/or other head loss coefficients to complete the unsteady model calibration.

Once calibrated, the unsteady model will be used to preliminarily assess the 100-year (only) floodplain impacts associated with the Preferred Virginia St Bridge Design Alternative, considering that only the Virginia St Bridge is improved. These results are expected to then show that the steady model screening results were conservative.

A Technical Memorandum will be provided for review and comment by the City at each of the following milestones: prior to the finalization of the Steady Model Calibration, prior to the finalization of the Initial Concept Analysis, prior to the finalization of the Advanced Concept Analysis, prior to the finalization of the Unsteady Model Calibration, and prior to the finalization of the Unsteady Model Stage 1 Application. Additionally, these Technical Memoranda will be consolidated into the final deliverable for all Stage 1 work.

Landscape & Aesthetics – Development and coordination of urban design features with the goal of integrating the bridge into the surrounding existing and future context. This work includes analysis and design retrofit of existing adjacent properties affected by the

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bridge and street modifications including the 10 North Virginia Ice Rink Plaza, the existing and future Post Office, the Riverside Hotel and Riverwalk, and the Masonic Building block. Design components which will be addressed include sidewalk paving patterning, sidewalk grading, ramps, steps, railings, tree grates, trash containers, decorative lighting, planters and planter walls, trees and landscaping.

Pedestrian pathways across Virginia Street and along the river will be designed and/or retrofitted for special paving, lighting and landscaping.

Public art will be addressed for inclusion into the project and will be coordinated with the City of Reno Public Art representative. Funding will be studied and the type of public art that could be incorporated into the design of the bridge project area will be considered and brought to the design team and stakeholder process for review.

A total of three workshops are assumed to require development of landscape and aesthetics in the base fee, with two additional in the contingency for Task 4.

Initial Concept Analysis – Refine engineering analysis to determine feasibility and effectiveness of conceptual alternatives. 8-10 concepts will be analyzed for impacts to the surrounding infrastructure. Structural design, cost, aesthetics and roadway geometrics will be analyzed.

Advanced Concept Analysis – Refine engineering analysis to determine feasibility and effectiveness of conceptual alternatives. Concepts will be analyzed for impacts to the surrounding infrastructure. Structural design, cost, aesthetics and roadway geometrics will be analyzed.

Traffic Engineering, MOT, & Transit – Jacobs will review existing traffic data from available sources (no traffic counts to be collected) and develop a conceptual traffic control scheme for construction. Input from the City of Reno and the RTC will be used to develop the MOT. Special events will be considered and the City of Reno special events coordinator will be contacted. In addition, one meeting will be held with RTC to coordinate planned future light rail and transit considerations. It is assumed that some form of light rail will be accommodated across the Virginia Street Bridge. It is also assumed that parking will be removed from the bridge.

Constructability Review – Jacobs will review the final project alternative for constructability. The review will be completed by a professional construction manager. A review meeting will be held with city, roadway, bridge, and permitting staff to discuss and detail the anticipated construction sequence. Risk areas and constraints will be identified and documented. A report will be developed summarizing the results of the constructability review.

Cost Estimating – Jacobs will prepare a standard cost estimating spreadsheet that identifies the major project bid items. Cost estimates will be prepared to support Workshops 2-5 of the partnership process. The cost estimates will increase in detail as

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the process develops; however, focus will be on major bid items and factors for project soft costs. Long term maintenance costs and costs of all components of the bridge replacement including street transitions, floodwalls replacement, traffic, modifications of surrounding properties and/or accesses, and sidewalks will be included.

CEVP & Risk Analysis – Jacobs will prepare, facilitate, and document a cost estimating and risk workshop for the recommended alternative. This process will be attended by city, roadway, bridge, construction management and permitting staff. The team will review initial cost information, identify project risk factors and likelihoods, and generate a range of likely risk-based project costs in accordance with Cost Estimate Validation Process (CEVP) standard practices. A report will be prepared summarizing the findings of the analysis.

Final Refined Alternative Analysis - Refine the engineering analysis of the final alternative. This effort is in support of later partnership workshops. The concept(s) will be further detailed for impacts to the surrounding infrastructure. Structural design, cost, aesthetics and roadway geometrics will be analyzed. This effort is included in the contingency for Task 4 should additional workshops and related refinement be necessary.

Preliminary Roadway & Bridge Plans – Based on the recommended alternative, Jacobs will develop preliminary plans at a 1”=20’ scale in AUTOCAD format. Geometric information will be displayed along with initial pedestrian and driveway accommodation limits. The plans will be detailed and annotated according to City of Reno and NDOT standards as appropriate for approximately a 30-percent level of completion. Bridge sheets will show plan and elevation as well as the typical section and notes. Roadway sheets will depict removal of existing concrete and asphalt, horizontal geometry of Virginia street and pedestrian facilities, including the addition of a pedestrian walkway between the Riverwalk and the Post Office, business access, typical sections, vertical profile information, existing utilities and drainage facilities, as well as preliminary signing and striping. The preliminary plans will consist of the following sheets:

Sheet
Cover Sheet
Typical Sections
Horizontal Control
Removals
Plan / Profiles
Utilities
Signing / Striping
Details
Bridge Plan / Elevation
Bridge Typical Section
Bridge Notes

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Alternatives Development Summary – Jacobs will document the preliminary engineering analysis, results, and alternatives comparison of the final bridge alternatives. This includes back-up data such as flood model print-outs, cost estimates, and reduced plansheets.

Deliverables: Topographic Survey (electronic), Preliminary / Final Geotechnical Report, Flood Modeling Technical Memoranda, Constructability Report, CEVP / Risk Analysis Report, Cost Estimates, 30% Bridge / 30% Roadway Plansheets, Alternatives Development Summary.

Task 4 Summary		
Firm	Base Fee	Contingency
Jacobs	\$450,946	\$34,373
Bridgescapes	\$19,000	\$2,000
Fluid Concepts	\$18,300	\$1,200
Kautz Environmental	-	-
Stacey Crowley Consulting	\$780	-
Klienfelder	\$103,700	-
Stantec	\$7,188	\$804
JBR (Includes WCRM)	-	-
Tampa Bay Engineering	\$20,000	-
Nieya	-	-
Task 4 Total	\$619,914	\$38,377

Task 5 – Environmental & Permits

Preliminary Environmental & Permitting Plan – Summary of the required permits, level of development required to submit, responsible agency / staff, and integration of the USACE 408 process. Efforts will be made to coordinate with USACE to facilitate timelines and the processing of the permit documents.

Section 106 Consultation – The Jacobs team will lead the efforts of the Section 106 consultation process as directed by and on behalf of the USACE. This support includes review and comment on correspondence and survey data, development of the APE, and attendance at coordination meetings with SHPO, the DRC, and major historic interest groups.

Pre-Application Meeting – Preparation, attendance, and documentation for the Section 404 pre-application meeting with the USACE. As needed, the project team shall prepare public notices and agency communication to facilitate and assist USACE staff.

Miscellaneous Permit Support – Initial support and coordination of early permit activities and application preparation. This shall consist of the collection of existing data, evaluation of relevant permit parameters, and support of the development of technical documents to support permit pursuit.

Exclusions: This scope and Stage 1 do not include completion, application, or receipt of any regulatory permits. All final permit applications will be prepared during future work phases.

National Environmental Policy Act (NEPA) – The Jacobs team will lead the NEPA process on behalf of and as directed by the USACE to support an ultimate NEPA document (Environmental Assessment) in later Stages. This includes noticing, field surveys, agency coordination, review of documentation, preparation of exhibits, alternative documentation, and design coordination of project components and potential impacts.

Initiate Work Towards NEPA EA Document –The Jacobs team will prepare an Environmental Assessment for submittal to and approval by the USACE during Stage 2. Stage 1 includes preparatory efforts to support the future EA. These tasks include:

- Public and Agency Scoping
- Information Consultation USFWS, NDOW, NNHP
- Formal Consultation USFWS, *Biological Assessment* Preparation
- Baseline Resource Surveys – Species and Wetlands

In conjunction with this task, the Jacobs team will perform biological field surveys (as necessary) and prepare a *Biological Assessment*. This task also includes performing cultural resources research and analysis to identify and determine the effects of the bridge project on historic properties within the Area of Potential Effect (APE).

This work will include attending up to three meetings at the Sacramento USACE and local Reno regulatory offices.

Initiate Work on the Section 106 Process – The Jacobs team proposes the following tasks to support the initiation of Section 106 consultation:

- Review of the existing Historic American Buildings Survey (HABS) and the Historic American Engineering Record (HAER) recordation of the Virginia Street Bridge and consult with SHPO.
- Update the Architectural Inventory

Exclusions: This scope and Stage 1 do not include final completion of any environmental or decision documents.

Deliverables: Preliminary Environmental & Permitting Plan, Biological Assessment

Task 5 Summary	
Firm	Task Total
Jacobs	\$9,952

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Bridgescapes	\$4,000
Fluid Concepts	\$33,300
Kautz Environmental	\$5,000
Stacey Crowley Consulting	-
Klienfelder	-
Stantec	\$930
JBR (Includes WCRM)	\$80,000
Tampa Bay Engineering	-
Nieya	-
Task Total	\$133,182

Summary of Fees by Task

Task Summary		
Task	Base Fee	Contingency
Task 1 – Project Management	\$259,548	-
Task 2 – Public Outreach	\$56,717	-
Task 3 – Partnership & Visioning	\$341,505	\$145,585
Task 4 – Preliminary Engineering	\$619,914	\$38,377
Task 5 – Environmental & Permits	\$133,182	-
Subtotal	\$1,410,866	\$183,962
Direct Expenses		\$55,160
Special Services 10%		\$141,086
Total (rounded)		\$1,791,000

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FEE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principle in Charge	\$230 - \$260
Senior Project Manager	\$220 - \$240
Senior Construction Manager	\$235 - \$275
Construction Manager	\$125 - \$175
Senior Bridge Engineer	\$200 - \$220
Senior Survey Manager	\$270 - \$290
Senior Engineer	\$180 - \$210
Survey Crew	\$170 - \$200
Project Engineer III	\$140 - \$180
Project Engineer II	\$110 - \$140
Project Engineer I	\$90 - \$110
Staff Engineer	\$70 - 100
Public Information Manager	\$185 - \$205
Public Information Specialist	\$90 - \$110
Graphic Artist	\$70 - \$90
Project Controls	\$75 - \$125
Administrative Assistant	\$55 - \$75

Notes:

1. Overtime at 1.5 times hourly when 40 hour week exceeded for non-exempt staff.
2. Expenses at cost.
3. Per Diem at \$150 per day.

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