

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

TUESDAY

10:00 A.M.

APRIL 25, 2017

PRESENT:

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

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

The Washoe County Board of Commissioners convened at 10:00 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

**17-0304      AGENDA ITEM 3 Public Comment.**

Ms. Tammy Holt-Still provided a document which was distributed to the Commissioners and placed on file with the Clerk. Ms. Holt-Still thanked Chair Lucey for surveying the Lemmon Valley area, and Commissioner Herman for getting the Truckee Meadows Water Authority (TMWA) and the Truckee Meadows Regional Planning Agency (TMRPA) to map the inflows into the North Valleys lakes. She agreed with Commissioner Herman that the Waste Management (WM) program did not work for rural areas and competition was needed. She looked forward to owners of tagged homes being approved for permits so the area could be built back up. She requested the expenditures for the declared emergencies.

Ms. Donna Peterson urged the Board to take preventative actions to reduce fire risk by no longer issuing burn permits in forested areas. She acknowledged the need to reduce yard waste but said there was no way to guarantee a safe burn even under ideal circumstances. She said there were some locations where burning might be warranted but densely forested areas should not be included.

Ms. Nicol Herris, a new resident, expressed concerns about WM. She said when she called WM with questions, the answers given were unsatisfactory and inconsistent. She was not made aware of certain deadlines or when to use her recycling bins, and she remarked word of mouth made for poor communication. She asked what the metrics were to hold individuals and companies accountable. She pointed out there were

two bear incidents in her neighborhood and suggested bear safety tips should be communicated to individuals new to affected neighborhoods.

Mr. Rick Snow indicated he had been before the Board for sixteen months through three Commission Chairs and expressed disappointment that a problem had not been fixed. He stated he went through code compliance as requested and the issue was now on the County Manager's desk. He expressed frustration that the structure on 275 Magnolia Way burned on February 14, 2015 but nothing had been done about it since.

Mr. William Puchert, resident of northwest Reno, spoke about the illegally constructed billboard at the Mountain View Cemetery. He cited a news story saying the billboard was the effort of Jeffery and Alan Herson of Strict Scrutiny Media, and its intent was to stop laws protecting scenic views and property values. He said the city of Reno was on the verge of having their lawsuit against Strict Scrutiny thrown out but he had heard nothing from the County. He requested the District Attorney enforce the law to have the signs taken down. He provided photos which were placed on file with the Clerk.

Ms. Ilen Lutz was called but was not present to speak.

Mr. Steve Hilton spoke about the amendment to develop 208 acres above Patrician Drive in Lemmon Valley. He showed photographs of the area which were placed on file with the Clerk. He expressed concern about water usage, egress from the area, and car and pedestrian safety due to the nearby school zone.

Mr. Levi Hooper called himself a voice for the downtrodden and mentioned he received 21,000 votes for the County Commissioner seat he ran for. He stated summer was one of the hardest times for the homeless due to dehydration and suggested setting up recycling dumpsters downtown. He spoke about the Washoe County jail and expressed concern about its condition.

Mr. Sam Dehne spoke about the *Reno Gazette Journal*, the amenities of the Commission Chambers, the Washoe County jail, and Sheriff Chuck Allen.

Ms. Naomi Morgan, resident of Galena Forest, spoke about the WM contract and expressed frustration with poor communication, increased pricing, and reduced services. She stated the automated trucks produced litter when emptying cans. She said customers could lose the extra waste stickers and that stickers often flew off the bags, creating more litter. The number of allotted bags was insufficient for areas like Galena Forest and additional stickers were expensive. She expressed frustration at WM's poor communication.

Ms. Tracy Hall, Lemmon Valley resident displaced from her house, stated she did not know if she would able to return to her home. She expressed frustration that the response given was that she made a bad investment on her home. She questioned if something would be done to prevent the lake from rising again in the future. She thanked Social Services for temporarily relocated her family to a new home but expressed

concern that the problem could happen again. She wondered if there would be a deadline for any waived permit fees.

Mr. Danny Cleous spoke about water being pumped from Silver Lake into Swan Lake. He asked about time limits for building permits because he guessed he might not be able to rebuild his house for a year or two. He stated his insurance company denied his claim twice despite there being water under his house. He expressed frustration a community meeting had not been held in some time and pondered what would happen if the lake did not drain by September.

Mr. Jeff Church provided a document which was distributed to the Commissioners and placed on file with the Clerk. He spoke about a shortage of electric vehicle charging stations and requested an ordinance to cite or tow vehicles illegally parked at those stations. He reviewed statistics from the Washoe County citizen survey. He requested the proposed housing development in Callahan Ranch be brought to the Citizen's Advisory Board (CAB) before going to the planning commission.

Ms. Patricia Puchert spoke about the billboard erected at the Mountain View Cemetery and asked the Board to direct staff to take the sign down. She asked them not to allow a precedent that would destroy views and property values so a company could profit.

Ms. Carol Mansfield asked the Board to take the sign down. According to Ms. Mansfield the cemetery said they did not know who put up the sign but she alleged the cemetery held the key to the gate that let the construction truck in. She stated the billboard was on County land.

Mr. Ken Lutz stated he worked with WM on numerous city plans around the country. He claimed WM wanted the County's account and said they would work with the County. He asked the Board to think about residents living above the tree line, fire danger, overcrowding, and lack of adequate evacuation routes in the Mt. Rose area.

Ms. Judy Hilton, Lemmon Valley resident and realtor, expressed concern about plans for Lennar to build a 5,000 home development and a 400 home development. She expressed worry about overcrowding, a lack of egress, and issues with water and sewage. She requested no more development take place in Lemmon Valley until the problems there were addressed.

Ms. Cathy Brandhorst spoke about matters of concern to herself.

**17-0305      AGENDA ITEM 4 Announcements/Reports.**

County Manager John Slaughter stated he was informed an administrative penalty was assessed with regard to the sign on the Mountain View Cemetery property. He confirmed staff and the District Attorney's office were following the issue.

Commissioner Hartung requested a timeline of the upgrades on Calle De La Plata and Pyramid Way as well as a timeline for Nicole Drive. He asked the manager to clarify the duties and responsibilities of the commissioners and asked that get posted to the County website. He inquired what statutes pertained to the commissioners.

Commissioner Berkbigler expressed concern about the sign in the cemetery and said she was glad to hear a penalty was assessed. She asked what it would take to get the sign taken down since it was illegal and it was a blight in the area. She cited a Channel 8 program about mosquitoes, saying the Health District was considering what could be sprayed. She felt they needed to let citizens know where the Health District stood.

Commissioner Herman requested a table in the back of Chambers for citizens to compose their requests to speak. She asked for an update about signs that were supposed to be erected at the shooting range since she donated the \$4,250 needed to do so. She inquired about a timeframe for permits for the residents of the Monte Cristo neighborhood in Warm Springs. She asked about the status of getting a Citizen's Advisory Board (CAB) in Rancho Haven, a dedicated one for Lemmon Valley, and one for Verdi. She requested staff present a report about the collection of taxes on marijuana especially with the passing of recreational marijuana. She felt there was not enough time to review candidates for positions appointed by the Board and asked that the Board be given a chance to get to know candidates better. She requested an update on the burned structure on Magnolia Way as it had been two years with no action. She mentioned citizen's complaints should be made in writing, signed and notarized, and not taken over the phone. She asked that the Warm Springs polling place be moved back to the fire station since it had been brought back up to code and was approved by the CAB. She indicated she had questions about Revised Statute 2477 (RS2477) and requested an update.

Commissioner Jung stated it was too early in the season for mosquito abatement to be effective throughout the County and she declared they were not receiving any additional funding from the general fund for mosquito abatement. She said they were able to fog mosquitoes in certain spots based on experts' opinions. She remarked they may need to go through the Federal Emergency Management Agency (FEMA) for reimbursement as the Health District had no extra money. She reminded the Board she had asked for a contract review committee, separate from the audit committee, to review contracts and spot potential issues. She pointed out if an outside committee had reviewed the NaphCare contract, there may not have been a spike in inmate deaths. She requested an agenda item to review how the Board might help the Sheriff's Office (SO) to ensure the Board was doing all they could. She asked if Truckee Meadows Fire Protection District (TMFPD) Fire Chief Charles Moore could make a presentation about the sustainability of burn permits.

Commissioner Hartung asked about the County's ability to remove an unlawful billboard since it was on private property. He echoed Commissioner Jung's concerns about the detention facility and mentioned he and Renown Health CEO Tony

Slonim discussed having Renown Hospital take over healthcare duties at the jail. He asked to see that topic on an agenda to discuss publicly.

Mr. Slaughter stated he was not certain if the cemetery was County-owned property and reiterated staff was taking action on the situation.

Chair Lucey asked staff about creating policies to prevent non-electric vehicles from parking in charging spots on County property and asked to see that on an agenda as soon as possible. He expressed interest in working with staff and with Commissioner Jung as head of the Health Department Board to resolve issues pertaining to permits and old ordinances. He noted the tech boom Washoe County was experiencing could impact the housing situation and he wanted to make sure the County could continue to facilitate the needs of residents. He requested two hours of staff time from the Board, saying Reno City Mayor Hillary Shieve called for a housing work force to address the topic. He mentioned he visited Lemmon Valley and observed Swan Lake and Silver Lake after his meeting with the Reno-Sparks Indian Colony. He noted Community Services Director Dave Solero was working on the challenges but Chair Lucey requested a more detailed long-term plan.

Chair Lucey announced the agenda would be heard in a different order.

**CONSENT AGENDA ITEMS – 5A THROUGH 5H.**

- 17-0306** **5A** Approval of minutes for the Board of County Commissioner's regular meetings of March 14, 2017, March 21, 2017 and March 28, 2017. Clerk. (All Commission Districts)
- 17-0307** **5B** Approve amendments totaling an increase of [\$9,119] in both revenue and expense to the FY17 Air Quality Management Environmental Protection Agency (EPA) Multipurpose Grant Program, IO 11397; and if approved direct the Comptroller's office to make the appropriate budget amendments. Health. (All Commission Districts.)
- 17-0308** **5C** Approve Commission District Special Fund disbursement [in the amount of \$1,000] for Fiscal Year 2016-2017; District 5 Commissioner Jeanne Herman recommends [\$1,000] grant to Vya Conservation District; approve Resolution necessary for same; and direct the Comptroller's Office to make the necessary disbursement of funds. Manager. (Commission District 5.)
- 17-0309** **5D** Certify charges, levy and direct the Treasurer to collect [\$37,983.30] in special assessments for fiscal year 2017/18 as requested by the State Engineer of the State Department of Conservation and Natural Resources, for Honey Lake Valley Groundwater Basin [\$1,371.22], Hualapai Flat Water District [(\$3,123.05], San Emidio Desert District [\$3,440.09], Warm Springs Valley Groundwater Basin [\$2,442.81], Washoe Valley

Groundwater Basin [\$3,606.13], Warm Springs/Winnemucca Creek Basin [\$4,000.00]; Cold Springs Valley Groundwater Basin [\$0.00], Lake Tahoe Groundwater Basin [\$1,500.00], Lemmon Valley Water District [\$2,500.00 no assessment required due to sufficient cash resources in Lemmon Valley Water District Fun], Pleasant Valley Groundwater Basin [\$2,500], Spanish Springs Valley Groundwater Basin [\$6,000], Tracy Segment Groundwater Basin [\$2,000], Truckee Canyon Segment Groundwater Basin [\$3,000], and Truckee Meadows/Sun Valley Basin [\$2,500.00]. The Board of Commissioners authorizes the County Treasurer to remove uncollectible assessments and/or correct assessments on the tax roll as requested by the Division of Water Resources; and direct the Comptroller to pay to the Department of Conservation and Natural Resources the requested funds. Manager. (All Commission Districts)

- 17-0310** **5E** Approve payments [totaling \$8,708.50] to vendors for assistance of 55 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. District Attorney. (All Commission Districts.)
- 17-0311** **5F** Accept renewed funding for a Deputy District Attorney for the provision of continuing prosecutor services related to the High Intensity Drug Trafficking Areas (HIDTA) Task Force [in the amount of \$80,000] from the Office of National Drug Control Policy award to Nevada HIDTA for the period May 1, 2017 through April 30, 2018, with [remaining \$20,000] position cost covered by District Attorney General Fund budget. District Attorney. (All Commission Districts.)
- 17-0312** **5G** Approve a Lease Agreement between ECOL Partnership and Washoe County for a thirty-six month term, commencing May 1, 2017 through April 30, 2020, for the renewal of occupancy at 250 S. Rock Blvd. #100, for the Registrar of Voters' voting machine and equipment management facility [\$91,457.16 annually]. Community Services. (All Commission Districts.)
- 17-0313** **5H** Accept grant funding [\$4,524.31 with no county match] from the USDA Forest Service, received under the 1908 Act which mandates 25 percent payments to the states from receipts from national forests in each state, for the benefit of public roads within Washoe County, and direct the Comptroller's Office to make the necessary budget adjustments. Community Services. (All Commission Districts.)

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

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Consent Agenda Items 5A through 5H be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5H are attached hereto and made a part of the minutes thereof.

**BLOCK VOTE – 6, 7, 8, 9, 10, 11, 12, 13, 16, and 18**

- 17-0314**    **AGENDA ITEM 6** Award Invitation to Bid # 3004-17 for Solenoid Operated Dead Latch System (SODLS) to the lowest, responsive, responsible bidder, Western Detention, 3711 E. Deer Park-Milan Rd, Deer Park Washington 99006 in the [estimated amount of \$236,495.00]. Comptroller. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 6 be awarded.

- 17-0315**    **AGENDA ITEM 7** Recommendation to accept agreement granting the Nevada Department of Transportation (NDOT) access to install new microwave communications and traffic management data equipment into select Washoe County owned and operated radio communications facilities in exchange for Washoe County Regional Communications receiving a share of the created bandwidth to be used in the ongoing operations and future expansion of the WCRCS. Technology Services. (All Commission Districts)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7 be accepted.

- 17-0316**    **AGENDA ITEM 8** Approve three separate Water Rights Deeds transferring a total of 44.5 acre-feet of water rights from Washoe County to: 1) Charles M. Spitzer (17.5 acre feet); 2) Gannett Family Trust (17.5 acre feet); and 3) Trust Company of American for the benefit of Eric and Constance Roberts (9.5 acre feet). Community Services. (Commission District 5.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8 be approved.

**17-0317**      **AGENDA ITEM 9** Recommendation to: (1) award a bid and approve the Agreement to the lowest responsive, responsible bidder for the 911 Parr - Lower Detention Roof Tear off and Replacement Project [staff recommends D&D Roofing and Sheet Metal, Inc., in the amount of \$454,700]; and if awarded, (2) approve the purchase of roofing materials from Garland, DBS [in the amount of \$326,592.80] utilizing Cobb County Georgia Bid No. 14-5903 pursuant to the joinder provision of NRS 332.195; and (3) approve a [separate \$15,000] project contingency fund. Community Services. (Commission District 3.)

There was no public comment on this item.

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

**17-0318**      **AGENDA ITEM 10** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Bartley Ranch Maintenance Building Project, [staff recommends Sullivan Structures, LLC, in the amount of \$349,110]; and if approved, direct the Comptroller's Office to make the appropriate budget adjustments. Community Services. (Commission District 2.)

There was no public comment on this item.

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

**17-0319**      **AGENDA ITEM 11** Recommendation to approve an Agreement for Professional Consulting Services between Washoe County and Arrington Watkins Architects, LLC to develop a comprehensive master plan for the Washoe County Sheriff's Facility located at 911 Parr Boulevard, Reno, Nevada [\$230,370.00]; and direct the Comptroller's Office to make the necessary budget adjustments. Community Services. (Commission District 3.)

There was no public comment on this item.

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

- 17-0320**      **AGENDA ITEM 12** Recommend amendments to Washoe County's Water and Sanitary Sewer Financial Assistance Program Policies and Procedures to align the execution and recordation of appropriate loan documents prior to authorizing construction to connect to a public water or sanitary sewer system. Community Services. (All Commission Districts.)

There was no public comment on this item.

Commissioner Hartung asked if Agenda Items 12 and 13 were connected. Division Director of Finance and Administration for the Community Services Department Ben Hutchens replied the amendments had nothing to do with the loan.

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

- 17-0321**      **AGENDA ITEM 13** Recommendation to acknowledge the receipt of a loan from the Nevada State Department of Conservation & Natural Resources through the Nevada Division of Environmental Protection with a term for no more than 20 years from the contract date of December 6, 2016 for the Panther Drive Emergency Sanitary Sewer Project [amount not to exceed \$500,000 with 100 percent of the principal forgiven]; and to direct the Comptroller's Office to make the appropriate budget adjustments. Community Services. (Commission District 5.)

There was no public comment on this item.

Commissioner Hartung said he understood Agenda Item 13 had to do with failures of the sanitary sewers in Panther Valley. He asked Director of Community Services Dave Solero if there was intent to move forward with concerns of septic failures in Spanish Springs as well. Mr. Solero responded they were working with the State on septic issues which could impact groundwater. In Panther Valley there was an island where multiple septic system failures were reported and he stated all costs for the project were funded through a State program with a zero interest loan. He indicated it was being brought back to the Board because the original action neglected to direct the Comptroller to accept the money from the State. He indicated they were continuing to work with the State to address Spanish Springs and Commissioner Hartung agreed it would be nice to see the same process implemented for Spanish Springs.

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

**17-0322**      **AGENDA ITEM 16** Recommendation to approve a Cooperative Agreement between Washoe County and the Pyramid Lake Paiute Tribe for the provision of Fire and Emergency Medical Services to the privately held areas of Sutcliffe to include provision of Fleet Maintenance to the Tribe's Public Safety Fleet and authorize the Chairman to sign the Agreement and direct the Finance Department to make the necessary changes the Equipment Services Division Budget. Manager. (Commission District 5)

There was no public comment on this item.

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

**17-0323**      **AGENDA ITEM 18** Status and possible direction on progress related to the exclusive negotiation with the Greater Reno Community Ice Skating Association regarding Reno Ice to utilize Washoe County property located within the South Valleys Regional Park as the location for the project. Manager. (Commission District 2.)

There was no public comment on this item.

Deputy District Attorney Paul Lipparelli read the motion listed on the staff report for Agenda Item 18 and asked if it was the Board's direction. Commissioner Berkbigler said it was.

Commissioner Berkbigler moved to (1) acknowledge the status report on the Greater Reno Community Ice Skating Association (GRCISA) unsolicited proposal for an ice-skating facility; (2) direct that staff, with the District Attorney's Office's assistance, complete stage two of the unsolicited-proposal policy by completing all necessary documents including leases and term sheet for the proposed ice-skating facility's construction and operation for final review and approval by the Board. Commissioner Jung seconded the motion. The motion passed on a vote of 5 to 0.

**17-0324**      **AGENDA ITEM 20** Update and direction to staff on the Waste Management franchise agreement and possible related matters. Manager. (All Commission Districts.)

Assistant County Manager Kevin Schiller stated Agenda Item 20 was a follow-up to the Board's approval of the franchise agreement on November 29, 2016. He noted the staff report on the item was an outline designed to create a framework for the Board's recommendations. He indicated the prior agreement had not yet been executed and his intent at the meeting was to receive direction about changes the County wanted to see ratified into the agreement. He admitted he would have to return at another time with costs since the rate structure would need to be calculated based on the direction received.

He pointed out when the agreement was approved on November 29, 2016, the implementation began in December even though the contract was not executed. They would discuss what previously occurred versus what existed in the franchise agreement.

Mr. Schiller acknowledged difficulty with communication and customer service was a key issue. He noted Waste Management (WM) sent out packets about single-stream recycling but admitted there were issues with people receiving the packets and understanding the program. He addressed problems with the customer service being based in Phoenix, Arizona while customers lived in Washoe County. Constituent Services staff worked with WM's staff to be more responsive and shorten response times. He noted the unexecuted franchise agreement had ombudsman language in it. The County's current process was if they received a complaint, such as someone not receiving stickers, the County would contact WM to request them, but he conceded some of the complaints were more complex. The County and WM had discussed service credits for lack of service as well as figuring out timeframes for pick-up during snowstorms. He stated WM was centralized in Phoenix but the Board desired to have a local level of service. He recommended working with WM on the responsiveness issue but requested specific language that the Board would like to include.

Commissioner Berkbigler commented one major issue was if a County constituent called, they would often receive a response more applicable to one of the cities' franchises. She wondered how to communicate differently with people on larger lots with trees that required leaf collection than to those in different situations. Mr. Schiller emphasized one challenge the County faced was there were three different service types: urban, semi-rural, and rural. He said when it was determined how the service types would be handled, it could be determined how to communicate to each type. He remarked WM used an auto-dial system for providing information to residents but acknowledged many people did not use a land line anymore. He said they needed to reconsider how they did outreach and it needed to be a collaborative effort. He noted Incline Village might constitute a fourth service type, and certain areas like Caughlin Ranch had their own unique issues.

Chair Lucey stated he wanted to hear public comment before moving forward. Mr. Schiller said while listening to public comment, the Board should consider the issues within the scope of each of the different service types and how that would affect the plausibility and rate structure of the options. Chair Lucey stressed the point of the discussion was to address the issues that the community was encountering to find solutions moving forward.

On the call for public comment, Mr. Robert Parker said he lived in an area of Galena Forest similar in vegetation and altitude to Incline Village. His property had 70 pine trees which produced two bags of pine cones whenever it was windy. He alleged the WM agreement made the removal of yard waste more difficult and expensive by lessening pickup capacity. He speculated the issues in Galena Forest would disappear if they struck the same deal Incline Village had, and it would only cost two percent more.

Mr. Bill Maggiora discussed WM's stock value and claimed the franchise agreement gave WM a five percent increase in rates while allowing them to reduce service by 84 percent. He stated neighbors on half or three-quarter acre lots produced more waste than the allotted 25 bags a year, and even more than the additional 54 bags that could be put out in May and November. He estimated he put out between 80 and 150 bags every year. He wondered why stickers had expiration dates and why people in different franchise areas could not give unused stickers from other areas. He provided a document which was placed on file with the Clerk.

Ms. Teresa Landsaw stated she had health problems and was not able to drag large trash barrels to her curb. She bought smaller wheeled containers but was no longer allowed to use those. She suggested being allowed to put stickers on her smaller rolling tubs or being able to leave out six containers for pickup. She noted her costs went up in February and were set to go up again in May. She alleged this deal would lead to illegal dumping in the hills.

Ms. Nicol Herris suggested the County should communicate the information presented during the discussion with its citizens. She indicated many neighbors were upset and implied disseminating the correct information could help. She felt it was worth reviewing the service received before signing the new franchise agreement. She encouraged the County to attend a scheduled meeting with Truckee Meadows Fire Protection District Chief Charles Moore to show constituents how concerned they were.

Ms. Donna Peterson stated it was not practical of WM to dictate which months residents could put out additional bags since property owners in St. James cleared their yard waste as soon as the snow melted. She suggested residents should be able to put out six bags per week until the franchise agreement was executed and requested the County stop issuing burn permits.

Mr. Ken Lutz stated the fire department set guidelines for how far logs needed to be from residences, yet some houses in his neighborhood had 20 to 30 bags of needles which were more flammable than logs. He agreed only having certain months to dispose of extra bags was problematic since cleaning yards was a year-long process. He expressed concern about the fire danger caused by needles that had not been picked up.

Ms. Nikki Berry said rural residents had different needs than city residents. She noted there were times when waste was not picked up due to weather and instances where containers were thrown into ditches filled with dirty water. She claimed the sticker model would not be sufficient for rural residents and noted that, though deductions for lack of service were discussed, they were not reflected in her bills. She requested the County consider the needs of all residents to keep homes safe and beautiful.

Mr. Rick Lake with Olcese Waste said his company picked up residential trash for about 1,500 residents of Fallon, Nevada. He stated the City of Fallon chose not to pick up trash for residents in unincorporated areas and suggested the County could try

something similar. He admitted the company would need to assess costs, particularly in areas where customers could not wheel their cans to the road, but offered his company's services.

Ms. Tammy Holt-Still expressed concern that the rollout was done and prices were increased even though the agreement had not yet been signed. She suggested there should be competition to get better service and rates. She stated single-stream recycling alone should not be the reason to change the established contract.

Chair Lucey received an email from Ms. Claudia Watkins which was placed on file with the Clerk. He stated he had a number of issues with the agreement, some of which the Incline Village General Improvement District (IVGID) solved with their agreement with WM, such as receiving many more stickers. He stated Washoe County was not offered an area-specific service like the IVGID was. He expressed frustration with the sticker program and listed issues he had heard, including stickers blowing off bags, drivers not seeing them, and bags not getting picked up. He referenced an email from a constituent showing a stack of at least 20 to 25 bags piled up over six feet tall. He claimed WM had been willing to go the extra mile to help but that changed when the new agreement was implemented. He listed concerns he had, including poor or nonexistent communication, fire danger because of vegetation, the increase in cost for trash services, and the decrease in actual service and personnel.

Commissioner Berkbigler echoed the concern of increased costs for decreased service. She stated she worked with Incline Village two years prior in their meetings with WM and said they were very happy with their arrangement, which allowed them to use extra bags and receive extra stickers. She remarked if it was possible to resolve the issue in Incline Village, it should be workable in the valley as well since some areas had the same tree issues. She stressed the vast differences between the trash needs of urban residents versus those with ten acre lots. Regarding the proposal to shorten the response times of the customer service ombudsman, she asked how the County would police that and who at the County would take calls from constituents. She suggested those answers should be written into the franchise agreement along with penalties for WM if they did not fulfill their obligations. She stated there were complaints that WM did not pick up trash in Galena Forest and Incline Village because of snow, but she noted ambulances and fire trucks had no problems getting to those areas.

Commissioner Herman stated not only were rural residents different, there were different types of rural residents depending on whether their properties had trees or waste from horses. She stated many residents in the Golden Valley Property Owner's Association favored opting out of the contract and taking care of their trash on their own. Many in Palomino Valley and Lemmon Valley echoed that desire. She noted stickers were not practical in rural areas because coyotes tore garbage bags open and bears were a problem in the mountains. She indicated there was no solution to stop the garbage from being spread all over the countryside. She requested flexibility with the varied needs of the different districts.

Commissioner Hartung said it was difficult to balance the services and costs between owners of small parcels versus owners of large ones. He expressed disappointment there was no cost analysis to discuss at the meeting. He felt there was a need to discuss the cost differential between recycling containers and trash containers. He stressed they needed to deal with the different issues between owners of a third of an acre and those who own 160 acres.

Mr. Schiller emphasized the difference in lot sizes and needs was key to the discussion and further was unique to Washoe County. A primary issue was the cost differential for those different needs. He noted the staff report brought up the concept of a residential plus rate. He also suggested the need to incorporate other communities' methods of trash removal, such as non-profit companies, and said they used to collect subsidies through franchise agreements as an attempt to do that. He agreed the challenge would be coming up with a rate structure between three different parcels sizes. Commissioner Hartung alleged no longer issuing burn permits could cause a problem for Spanish Springs residents who had been burning safely.

Responding to Commissioner Hartung's query, Waste Management Area Manager Greg Martinelli said a 96-gallon container should hold three 32-gallon bags. Commissioner Jung asked if there was a program to help seniors and disabled people who could not get cans to the curb, to which Mr. Martinelli said WM would get the cans for free provided there was no one else in the home who could take the containers to the street. Commissioner Jung directed staff to make Teresa Landsaw aware of that benefit. Commissioner Jung asked about the sticker program and Mr. Martinelli explained the stickers did not expire, but the stickers were color coded by franchise agreement location. He clarified they would not pick up bags with Incline Village stickers from other franchise areas.

Commissioner Herman praised children in Palomino Valley who created a business bringing out cans for disabled residents. She said the original intent of the agreement was to keep large appliances from being dumped in the desert but noted there were many items that could not be properly thrown away. Mr. Martinelli responded stoves and appliances could be brought to the transfer station or the landfill which would recycle them for free, but not televisions. When asked by Commissioner Berkbigler why she had two different color stickers, Mr. Martinelli answered they denoted what year the stickers were assigned, but he confirmed they did not expire.

Chair Lucey asked Mr. Martinelli if WM hired an ombudsman and Mr. Martinelli said he arranged for her to visit the County. Mr. Martinelli stressed the ombudsman did not fall within the chain of authority in Nevada which had been important to other jurisdictions. He clarified she was located in Phoenix, Arizona. Chair Lucey opined that people in Phoenix did not know about the challenges faced in Washoe County. He asked why they had a remote ombudsman when they could have local customer service representatives who knew the challenges of the area. He indicated that was requested when the agreement was originally discussed. Mr. Martinelli apologized and said he thought the County desired the same as other jurisdictions.

Chair Lucey requested a local customer service representative and ombudsman, and also that they no longer used the sticker program. He claimed constituents were okay paying more if they actually received an increase in service. He suggested a system utilizing iPads rather than stickers, or, if the sticker program remained, allocating different amounts of stickers based on area-specific needs. He directed WM staff to work with County staff to identify areas of greater need. He noted the May and November cleanup months were only useful to those residents who had a vehicle to haul material to the transfer station. He suggested making available the option to forego the transfer station route and instead use a bagster, up to four bagsters a year. He asked why there was an increase in cost when trucks were larger and more efficient and there were fewer employees.

Commissioner Berkbigler requested clarity about how WM planned to service the Caughlin Ranch area given that it alternated between City and County land. She asked why citizens could no longer put out six bags at each pickup if WM was using bigger trucks. Mr. Martinelli replied the program was not about using bigger trucks, but the process was initiated because the single-stream recycling option was added. He mentioned he tried to get a regional franchise started in 2008 where everyone would be offered the same service at the same rate, but the community was not interested at that time. He hoped someday to agree on a consolidated agreement.

Mr. Martinelli stated Washoe County was required by law to have a curbside recycling program but the basket program originally in place was inefficient. When discussions began, single-stream recycling was cutting-edge technology so it was adopted. Since that time, the Washoe County Health District passed a directive that by 2020 the recycling percentage had to be around 35 percent; it was currently around 31 percent. He reported suburban areas saw up to 90 percent participation while rural areas, while still decent, saw less participation. He stressed everything provided in the agreement was requested by the County although he admitted things were not working out as planned. He committed to finding solutions for problems without reverting to the way things were because, with the automated trucks, any driver needing to exit the truck caused inefficiency. He stated May being chosen as an extra bag month was a direct result of a request made by a CAB in Chair Lucey's district. Originally the plan had six weeks where extra bags could be put out in the fall but it was changed to four weeks in the spring and four in the fall. He noted there was language in the contract allowing the parties to choose different time periods instead of May and November.

Commissioner Berkbigler shared Mr. Schiller's suggestion of a basic service plus option for people dealing with pine needles year-round. She offered using the Incline Village deal as a model. She stressed the County did not want to be in the position they were in that led to the Little Valley fire. Mr. Martinelli indicated one reason they increased franchise fees was to create a pool of funds in each district to deal with unique situations. He cautioned trying to adopt a community-wide program that included four or five environments was complicated.

Chair Lucey asked if there were any customers within unincorporated areas that put out six additional bags with every pickup. Mr. Martinelli replied no. Chair Lucey concluded garbage trucks never approached their weight limits. Mr. Martinelli agreed though he said during spring the maximum extra bag limit could happen more frequently. Based on Chair Lucey's queries, Mr. Martinelli said they tracked the tonnage going into the landfill and found an increase during those months.

Commissioner Hartung misunderstood the contract and thought customers could leave out yard waste and there was no limit to the amount. He mentioned residents of southern California had a third bin for compostable material. He inquired whether a public speaker was correct in saying there was only a \$.60 difference in the County's deal and Incline Village's deal. He wondered if additional fees were built into the Incline Village deal to account for bear containers and Mr. Martinelli replied bear service was optional for customers but mandatory for animal events. Mr. Martinelli said 96-gallon service cost \$22.70 for Washoe County and \$25.43 for Incline Village. He noted Incline Village had a pine needle program for many years and the recent deal raised their sticker allotment from 72 to 96 stickers

Chair Lucey reminded the Board they agreed to approve the franchise agreement in December though he had not executed it yet. He said he would sign based on the direction of the Board and the District Attorney's (DA) office though he asked to incorporate some of the suggestions from the discussions, including using local customer service, modifying the current excess bag system to increase the maximum in certain areas, having a tiered program or equestrian service, adding options for some customers to put out bags throughout the year, utilizing tablets to facilitate the sticker program, and ensuring garbage trucks delivered during inclement weather. He stated WM needed ramifications for non-conformance of the agreement, such as sanctions. He asked to see what exemption options there were for specific residents and what the mandatory requirement would be from Washoe County. He felt citizens who exempted themselves from the franchise agreement could be serviced by other vendors.

When asked by Mr. Schiller how he would like to see the proposed changes, Chair Lucey replied he wanted a summarized draft of the agreement. He echoed Commissioner Jung's point about having a contract committee evaluate the agreement and work with the DA's office on the amendment. Mr. Schiller said any exemptions would need to go through the Health District. He pointed out the fee for a citizen to exempt from service was roughly half the cost of standard trash service.

Commissioner Hartung directed Mr. Schiller to present the Board with the differences in service provided to Incline Village given their higher rates. He requested to see if the options offered to Incline Village were available to other areas. Commissioner Herman asked if it was possible for an entire neighborhood to seek exemption. Mr. Martinelli responded the Health District was amenable to the idea but there was an application fee and the citizenry would have to prove how they would get rid of their waste on a weekly basis. Commissioner Herman pointed out that was what they could do now, but Mr. Martinelli said the Health District might entertain such a group option.

On motion by Chair Lucey, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 20 be acknowledged and staff be directed to present a summarized amendment to the franchise agreement for later ratification.

**12:58 p.m. The Board recessed for lunch.**

**2:00 p.m. The Board reconvened with Commissioner Berkbigler absent.**

**17-0325** **AGENDA ITEM 14** Possible action, policy discussion, and direction to staff to gift Washoe County general funds to cover the cost of county building permit fees, including any applicable county plan review fees, for affected properties in Lemmon Valley where insurance does not cover the cost of permits for repairs necessitated by the recent flooding events in early 2017 of Swan Lake and the surrounding area, and direct the appropriate staff to make necessary general fund budget adjustments. The potential gifting of fees would be limited to those properties which were either red or yellow tagged (meaning, a red tag indicates a building is unsafe for occupancy or entry, and a yellow tag warrants restrictions on occupancy and reuse of the property, per adopted Building Code) by Washoe County Building and Safety or the Washoe County Health District and where insurance coverage does not include the permit fee. Community Services. (Commission District 5.)

Commissioner Hartung asked if the process by which the County was foregoing permit fees on red and yellow tagged buildings in Lemmon Valley would apply to other Commission districts if residents had damages that needed repair. Community Services Director Dave Solero said that was a question he was there to ask the Board. The purpose of the discussion was to establish a framework for the proposal as there was no precedent for it in the County. He noted the District Board of Health would hold a meeting to discuss a comparable topic of failed septic systems. He affirmed he was there to get direction from the Board on policy.

Mr. Solero confirmed Commissioner Hartung's assertion that a typical building permit was valid for 18 months. Commissioner Hartung claimed the only time an extension was allowed was for larger projects like hotels. He wondered if the County would allow permits to be valid for longer periods of time.

Commissioner Herman asked if there were any other homes included in the discussion other than the known red and yellow tagged homes. Mr. Solero clarified only livable structures were tagged, not outbuildings like garages. He pointed out the County did not determine the cause of the damage, only that there was structural damage and the dwellings were not in conformance with Washoe County building code. He admitted there could be other areas in the County where a garage might have been impacted, in which case the owner would need to pay for a permit to repair the damage.

Chair Lucey reiterated the intent of the meeting was to outline specifics of the proposal. He recalled homes in the Little Valley fire were red-tagged and their owners had to pay permit fees. He wondered if the Board was setting a precedent allowing residents to rebuild without paying for permits after any natural disaster. He noted the probability of another disaster on the scale of the Little Valley fire was different than that of Swan Lake flooding again. He questioned if they should change building permits by setting different parameters for different projects. As an example, he asked if, when repairing, flood victims should be required to raise the footing level of their homes to outside the flood plain. He indicated this would be to prevent the same issues from happening again and again. He addressed the topic of the timeline when permits would be valid, bringing up Danny Cleous' concern during public comment that his home would not be ready to be rebuilt for two years. Chair Lucey suggested those in that situation should be able to apply for the permit even if they were not ready to rebuild and be allowed to start at the appropriate time.

Commissioner Jung stressed that for the County to consider the proposal, fees should not be waived on permits for outbuildings, garages, or any buildings that were not primary residences. She sought rigorous investigation to prove the houses were tagged and the permits were for rebuilding not remodeling. She felt applicants needed to provide proof their insurance companies would not pay the permit fees. She stated there should be a finite time to apply to prevent someone with old damage trying to get their fees waived. She said the permit should not be valid in perpetuity or stay with the property. She agreed with Chair Lucey's suggestion that applicants would have to repair their homes in a way that would prevent similar damage in the future.

Commissioner Hartung asked how the County could ensure insurance companies were not covering the costs of the permits. He said it should also be determined that the damage in red-tagged houses was caused by flooding, especially homes outside the active flood zone. He agreed with the other Commissioners' points about a reasonable timeframe for permits, permits being non-transferrable, and residents demonstrating they tried to prevent future flood damage.

Deputy District Attorney Paul Lipparelli reminded the Board they were speaking about spending taxpayer dollars, which could be spent only on public purposes. He stressed the need to find a connection to a public purpose in order to implement a program that would pay private citizens' cost for rebuilding. He stated they could not take funds from the enterprise fund in the Building and Safety Division because those funds were fees used to cover costs. He cautioned if the Building and Safety fund were subsidized, it would in essence raise the fee for all other fee-payers to cover the costs. He said the only way to make it work legally would be for the general fund, which was raised by taxes and not fees, to cover those costs on behalf of the enterprise fund. That would still require the Board to make a finding, which he warned would take work to justify how the expenditure furthered a public purpose. He noted when the Board decided what direction to give staff, his staff would provide legal guidance to work through many statutory requirements.

Commissioner Herman surmised it could be two years before the area dried out enough to begin repair work. She asked if there was a way to fund the program through the State moneys the County received. County Manager John Slaughter stated the source and amount of funding was not an issue; the problem was finding a connection to a public purpose. Commissioner Herman suggested allowing residents to apply for permits within two years of the event and allowing it to be renewed once. She mentioned most Lemmon Valley residents' insurance would not cover permit fees.

Chair Lucey agreed 18 months might not be enough of a window to rebuild but conceded repairs had to be done within a certain timeframe. He concurred with the ideas of permits staying with the individual who applied, validation that insurance companies would not cover costs, and that damage was caused by a natural disaster.

Mr. Solero noted there were two avenues they could take: make a motion that day to determine what the public purpose of the program was, or work with legal counsel on a presentation to bring back to the Board at a later date. Further direction would come after public comment.

On the call for public comment, Ms. Tammy Holt-Still praised what she heard from the Board and noted that each of the 15 red-tagged homes had been tagged by the County because their condition was unlivable. She felt some of the language discussed was too stringent because red-tagged homes were already designated and could not be sold until the damages were fixed.

Mr. Danny Cleous clarified an earlier comment that it would not take him two years to rebuild, but rather he would not be able to start rebuilding for two years. He indicated his insurance company denied his claim twice and that was slowing his ability to apply for a permit. He inquired if people who acquired permits in the past to rebuild after disasters would be reimbursed if the proposal passed.

Chair Lucey stated one reason the Board wanted to make sure the permits were non-transferrable was to prevent someone from obtaining a permit for one property and trying to apply it to a different parcel. Commissioner Hartung pointed out damaged homes could be sold for cash and agreed permits needed to stay with property owners at the time of the incident. He asked about the number of tagged homes, to which Mr. Solero replied there were 12 red-tagged homes and 11 yellow-tagged homes. Commissioner Hartung echoed the statement the County needed to spend public funds properly. He questioned if implementing the program would set a precedent for any damaged house and Chair Lucey responded the discussion centered around houses damaged only by natural disasters.

Mr. Solero expressed concern about proving the cause of the damage, saying it could put Washoe County staff in the position of determining if damages were flood related. Since it was common knowledge which houses were currently red-tagged, he asked for further discussion when the topic was brought back before the Board.

Commissioner Hartung remarked the provision was to exclude houses yet to be built that could be red-tagged for unrelated reasons; he did not want to waive permit fees for all of Lemmon Valley.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 14 be approved and staff directed to return with a proposal supported by the legal department for the Board's endorsement.

- 17-0326**      **AGENDA ITEM 17** Master Plan Amendment Case No. WMPA17-0002 and Regulatory Zone Amendment Case No. WRZA17-0001 (Lemmon Valley Properties) - For possible action hearing and discussion to affirm the findings of the Planning Commission and: (1) To adopt an amendment to the Washoe County Master Plan, North Valleys Area Plan Master Plan Map that reconfigures the location of Rural (R) and Suburban Residential (SR) Master Plan Categories on six parcels to conform more closely to the topography of the area. If approved, the amendment would change  $\pm 25.3$  acres of the property currently designated Rural to Suburban Residential and would change  $\pm 25.3$  acres of the property currently designated Suburban Residential to Rural. The overall amount of acreage on the property designated Rural will remain the same at  $\pm 139.816$  acres and the amount of acreage designated Suburban Residential will also remain the same at  $\pm 68.797$  acres, after a determination of conformance with the Truckee Meadows Regional Plan by the Truckee Meadows Regional Planning Commission; and; (2) Subject to final approval of the associated Master Plan change, to adopt an amendment to the North Valleys Regulatory Zone Map that reconfigures the location of General Rural (1 dwelling per 40 acres) and Medium Density Suburban (3 dwellings per acre) regulatory zones on six parcels to conform more closely to the topography of the area. If approved, the amendment would change  $\pm 25.3$  acres of the property currently zoned General Rural to Medium Density Suburban and would change  $\pm 25.3$  acres of the property currently zoned Medium Density Suburban to General Rural. However, the overall amount of acreage on the property zoned General Rural will remain the same at  $\pm 139.816$  acres and the amount of acreage zoned Medium Density Suburban will also remain the same at  $\pm 68.797$  acres. JDS, LLC is the applicant and one of the property owners. The additional property owners are Juan and Linda Arevalo, The subject parcels (APNs: 080-730-18, 080-730-19, 080-730-21, 080-635-01, 080-635-02 and 552-210-07) total  $\pm 208.615$  acres in size and are located at 1200 Estates Road, adjacent to, and south of, the intersection of Lemmon Drive and Deodar Way, extending south to Bernoulli Street, in the Lemmon Valley area. They are situated within the North Valleys Area Plan and North Valleys Citizen Advisory Board boundaries and within portions of Section 3, T20N, R19E and Sections 34 and 35, T21N, R19E MDM. (Commission District 5.)

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

Senior Planner with Planning and Development Roger Pelham explained the amendment was to approve the relocation of 25 acres of density from a hilly area to a flat area. He stated it was in Lemmon Valley but not in the flood area, and it would not increase the number of units allowed.

On the call for public comment, Mr. Steve Hilton referenced pictures given to the Clerk of the main egress from the proposed development. He spoke about having developed areas on Baring Boulevard and Rattlesnake Mountain in the 1970s. He stated Patrician Drive and Palace Drive had no sidewalks and the roads were windy. He questioned why Estates Road was not part of the proposal's egress plan. He expressed concern that the sewer plant could fail and it would poison the lake.

Ms. Judy Hilton was called but she was not present to speak.

Mr. Chris Baker of Manhard Consulting, Ltd. reiterated the amendment simply changed the designations of the parcels since areas over a 30 percent grade did not comply with the master or regional plans. He stressed there was no increase in the available density within the property boundary. He pointed out that, when complete, the proposal's future project site would open up other access points such as Estates Road and Deodar Way.

Ms. Tammy Holt-Still stated the area did not need additional development and any approved development needed flood mitigation. She claimed more development would expand the flood zone to encompass her home, and expressed concern about additional traffic on Lemmon Drive with the development of another 200 homes.

Ms. Cathy Brandhorst spoke about matters of concern to herself.

Commissioner Hartung asked if the proposal was a project, to which Mr. Pelham replied it was a request to amend the master plan in zoning. Commissioner Hartung asked if projects were planned to provide for flood mitigation, ingress and egress concerns. Mr. Pelham responded they were and the drainage standards to which new developments were held were higher than 40 years prior. When asked if the approval could be stopped at this point, Mr. Pelham said the plan was approved and the developer had the right to build 207 dwellings. Prompted by Commissioner Hartung, Mr. Pelham reiterated the density would remain constant and the plan would move 25.3 acres of the property from steep ground to flat ground.

Commissioner Herman commented it would be against the Board's ethics to take anything away from local residents. She speculated residents might want to slow down growth down the line, to which Mr. Pelham said the entitlement for the number of

units remained the same. Commissioner Herman hoped there would be a long-term plan for flooding and she expected discussion among residents when development began.

Commissioner Hartung said it was common for developers to be tasked to mitigate potential water flows. He indicated development had paid for a great deal of floodwater mitigation in Spanish Springs. He stated they were re-mapping the area through the Western Regional Water Commission (WRWC) and not through the Truckee Meadows Water Authority (TMWA) which would give the County an idea how to deal with storm water.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Berkbigler absent, it was ordered to adopt Master Plan Amendment Case Number WMPA 17-002 as outlined in the staff report.

Mr. Pelham stated Commissioner Hartung's motion included the master plan amendment but he asked if it included the Regulatory Zone Amendment (RZA). Deputy District Attorney Paul Lipparelli noted Commissioner Hartung used language in his motion including what was outlined in the staff report, including the RZA.

- 17-0327**      **AGENDA ITEM 15** Acknowledge status report and possible direction to staff on the County Manager's recommended Fiscal Year 2017-18 Budget; and direct the County Manager to return to the Board of County Commission with a Tentative and Final Budget incorporating the approved County Manager's recommendations for adoption at a public hearing to be scheduled in May 2017. Manager. (All Commission Districts).

County Manager John Slaughter referred the Board to the detailed staff report and the Clerk distributed copies of the Powerpoint Presentation. Mr. Slaughter stated the recommendation being presented was a balanced budget with no cuts, though there were challenges that needed to be discussed.

Assistant County Manager Christine Vuletich conducted a Powerpoint presentation and stated the County experienced three natural disasters since October 2016. The Little Valley Fire cost the County almost \$108,000, followed by the January 2017 flood. Commissioner Hartung asked if the County could be reimbursed by the State for the Little Valley Fire. Mr. Slaughter responded the major response to the fire was by the Truckee Meadows Fire Protection District (TMFPD) and their expenses were covered through a fire management grant. He stated the County had very limited access to programs for reimbursement. Commissioner Hartung felt it was important to request money from the State, to which Mr. Slaughter reiterated the TMFPD had a number of programs they could utilize but the County only had the option of a general request to the State.

Ms. Vuletich continued, mentioning the flooding in January 2017 caused \$3,600,000 in damage. She explained the costs under the private damage category were

for obtaining emergency access to homes and private property. She mentioned there was flooding in the North Valleys though not all costs were accounted for. The damage was estimated at around \$4.4 million for a total of \$8.1 million for the three incidents. She noted some of the incidents were federally declared emergencies which meant the County would have to pay all costs up front but could apply for reimbursement. The County would look at its general fund to pay those costs, beginning with using the remainder of the contingency account of \$1.1 million and the following year's base contingency account fund of \$1.5 million. She commented the County maintained a stabilization account which was intended for stabilization of general fund revenues in case of a shortfall or for disaster expenditures. There was a recent sale of water rights which provided the Capital Improvement Program (CIP) fund a one-time payment of \$2.8 million. Should the expenses increase, the next step would be to consider using the current CIP fund or to reduce the amount of funding for Fiscal Year (FY) 2018.

Ms. Vuletich indicated so far the County had absorbed costs for the labor used in the disasters and some funds could overspend in FY 2017-18. She noted the County might have to draw down fund reserves. She commented the County was eligible for reimbursement of up to 75 percent of expenses but cautioned it would have to do an excellent job documenting all costs. Additionally all repair projects would have to be approved by the Federal Emergency Management Authority (FEMA) and by the State. Because all costs had to be paid up front, it created a cash flow concern both in the short and the long term. She said the State maintained an emergency disaster relief account and the County had submitted letters of intent to attempt to obtain half of the remaining 25 percent that was not FEMA eligible. She recommended if the County drew from the stabilization account it should replenish that amount to prepare for future natural disasters or revenue shortfalls.

Budget Manager Mark Mathers recalled that he had meetings with various departments in January and received budget requests from them in March. Based on departments' estimates the budget would end with expenses slightly exceeding revenues, though he noted he would not be surprised if the County ended up with a surplus. The ending budget was projected to be just shy of \$49.5 million, of which \$45.7 million would be available in unrestricted funds. That would be an all-time high. He noted over the prior four years the fund balance as a percentage of expense was under 15 percent and explained the percentage was dropping because the general fund budget was increasing. He stated overall general fund revenues were expected to increase about 5.1 percent.

**3:10 p.m.      Commissioner Berkbigler returned to the meeting.**

Mr. Mathers clarified property tax abatement was the difference between what a property owner would pay in taxes based on full assessed value versus what they actually paid. For Washoe County the difference was \$28.7 million. He presented a chart showing C-tax revenues were levelling off, which was expected, and he projected a 6 percent growth for C-tax. He reviewed the slide entitled FY18 Major Expenditure Trends.

Replying to Commissioner Hartung's query, Mr. Mathers indicated there were approximately 1,500 retirees for which the County paid medical benefits. He explained all County employees hired before FY 1997-98 who worked more than 20 years had medical expenses covered by the County, and those employees hired between FY 1997-98 and 2010 received a small subsidy.

Mr. Mathers reviewed slides with the following titles: Per Capita Revenues, Expenses & Staffing; FY18 Recommended General Fund Budget (two slides); Historical & Projected Unrestricted General Fund Balance; and FY18 Recommended Budget – All Funds. He reminded the Board the County's proposed total budget, of which the general fund comprised half, was projected to increase one percent over FY 2017.

Mr. Slaughter reviewed slides with the following titles: Budget; Other Unknown Cost Impacts; and FY18 General Fund Base Budget. He stated in a typical year any available resources would be used to fund departments' above-base requests, but given the natural disasters, his recommendation was to move approximately \$1 million into the general fund contingency account. He expected the County to review unknown costs by midyear and, when appropriate, begin funding critical above-base requests.

Commissioner Hartung asked if it would be wise to set up a larger disaster fund given the increased probability of disaster given the growth in the area. Mr. Slaughter responded there already existed a contingency account and a stabilization account, and the recommendation was to increase the contingency account by \$1 million. Commissioner Hartung clarified he meant a disaster fund with narrower parameters than those accounts. Mr. Mathers responded state law allowed the creation of a stabilization account, which was both a stabilization fund that allowed a County to manage revenue downturns of more than five percent and also an emergency fund. He noted the parameters were narrowly defined and the Board would have to make a declaration of a natural disaster to pull from the fund.

Mr. Slaughter mentioned there were a number of departmental requests they were able to accommodate by identifying offsets or revenue increases. He reviewed five slides entitled Recommended Budget Increases with Cost Offsets or Revenue Increases. He commented on instances where an employee took on additional duties and position was reclassified, they approved it and were able to properly compensate the employee. He expressed pride at presenting a balanced budget and thanked the departments for outlining their needs and priorities. He stated a conservative approach to maintaining a balanced budget was to hold off making decisions about funding those needs for a few months and then evaluating how things were looking.

Commissioner Hartung inquired about ways to offset additional costs like fingerprinting and testing inmates for tuberculosis. Commissioner Jung suggested presenting the budget to the Regional Parks and Open Space Commission for adoption before returning to the Board. She additionally requested staff tie together any requests for above-base spending to the results of the citizen's survey. Chair Lucey asked for

continued discussion about what to do with the Wadsworth Justice Court as well as addressing cost efficiencies at the Incline Village Justice Court.

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

Mr. Slaughter noted the motion in the staff report indicated staff would return to the Board on May 23, 2017 with a tentative and final budget for adoption in a public hearing.

Chair Lucey invited two students from Reno High School who were present at the meeting, Ms. Murphy and Ms. Viera, to introduce themselves.

**17-0328        AGENDA ITEM 19** Discussion and 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. (Including but not limited to AB39). Manager. (All Commission Districts.) (standing item until further notice)

Management Services Director Al Rogers reviewed the staff report listing bills of importance. He reported there had not been much movement since the deadline for bills coming out of the first house was the prior Friday.

Commissioner Berkbliger asked for an update on Senate Bill (SB) 462, to which Mr. Rogers said the Senate was scheduled to reconvene later in the day. He noted most votes followed party lines, an answer to which Commissioner Berkbigler expressed disappointment.

Commissioner Jung announced she would be at the legislative meetings on April 28, 2017 as a guest of outside lobbyist Alfredo Alonso, but she would not be attending in a business capacity. County Manager John Slaughter added April 27, 2017 was local government day at the legislative session and there was a reception scheduled with legislators and local government officials. Chair Lucey said he would attend the reception, as would Commissioner Berkbigler. Commissioner Hartung asked if more than two Commissioners being present would violate open meeting law. Deputy District Attorney Paul Lipparelli responded open meeting law contemplated that members of public bodies could find themselves together at unexpected places, and in that situation members should not sit together or discuss any business of Washoe County.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 19 be accepted.

**17-0329        AGENDA ITEM 21** Public Comment.

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

**17-0330      AGENDA ITEM 22 Announcements/Reports.**

There was no discussion or action on this item.

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**3:40 p.m.** There being no further business to discuss, the meeting was adjourned without objection.

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**BOB LUCEY, Chair**  
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:  
Derek Sonderfan, Deputy County Clerk*

**RESOLUTION** – Authorizing the Grant of Public Monies to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes

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

**WHEREAS**, The Board of County Commissioners of Washoe County upon the recommendation of Commissioner Jeanne Herman for District 5, has determined that \$1,000 will be granted to Vya Conservation District to support their mission; and

**WHEREAS**, the Vya Conservation District's mission is to foster and support natural resource conservation through leadership, education, technical, and financial assistance to implement and ensure sustainable use of Northwestern Nevada's natural resources.; now, therefore, be it

**RESOLVED**, By the Board of Commissioners of Washoe County that:

1. The Board hereby grants to the Vya Conservation District, a grant for fiscal year 2016-2017 in the amount of \$1,000.
2. The Board finds that in making this grant a substantial benefit will be provided to the mission of the Vya Conservation District which fosters and supports natural resource conservation through leadership, education, technical, and financial assistance to implement and ensure sustainable use of Northwestern Nevada's natural resources.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$1,000 and funds shall not be used to purchase of tickets to special events.

**ADOPTED** this 25th day of April, 2017.

  
Bob Lucey, Chair  
Washoe County Commission

ATTEST:

  
Nancy L. Parent  
County Clerk

RCO-11

COOPERATIVE AGREEMENT

This Agreement is made and entered into on \_\_\_\_\_, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and Washoe County, a political subdivision of the State of Nevada, 1001 E. Ninth Street, Building A, Reno, NV 89512, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreement in accordance with NRS 277.080 to 277.110; and

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority;" and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, the purpose of this Agreement is to establish each party's responsibilities concerning the installation, ownership, maintenance, and operation of point-to-point and point-to-multi-point microwave communication equipment, hereinafter called the "SYSTEM," in support of Intelligent Transportation Systems (ITS) and Public Safety communications, to be installed pursuant to the DEPARTMENT's Good of the State Contract and located at the Washoe County NOC, Peavine Mountain, Chimney Peak, and Slide Mountain communication facilities; and

WHEREAS, the communication site maintenance and operation services to be provided by the COUNTY will be of benefit to the DEPARTMENT, the COUNTY, and to the people of the State of Nevada; and

WHEREAS, the COUNTY desires to grant to DEPARTMENT, and DEPARTMENT desires to accept, an exclusive, but limited Irrevocable Right to Use (IRU) for the purpose of installing DEPARTMENT-owned radio equipment on COUNTY communications facilities at specific tower and rack elevations, and an associated nonexclusive, but limited Irrevocable Right to Use the SYSTEM, as hereafter described, upon the terms and conditions hereinafter set forth; and

WHEREAS, DEPARTMENT desires to grant to COUNTY and COUNTY desires to accept, an exclusive, but limited Irrevocable Right to Use (IRU) the SYSTEM mounted on the COUNTY towers as hereafter described, upon the terms and conditions hereinafter set forth; and

WHEREAS, the parties hereto are willing and able to perform the services described herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

## ARTICLE I - COUNTY AGREES

1. To provide the DEPARTMENT access, at no cost, to COUNTY-owned or leased communication facilities as described in Exhibit #2 attached to the RIGHT OF ENTRY AGREEMENT, attached hereto as "Attachment 1", at Washoe County NOC, Peavine Mountain, Chimney Peak, and Slide Mountain to include equipment rack/shelves, communication infrastructure, and tower space sufficient for installation, maintenance, and operation of the SYSTEM based on availability of space. The DEPARTMENT shall be responsible for any and all costs needed to improve all towers sites and facilities based on direct feedback from the COUNTY identified in the planning and installation phases of the SYSTEM. The COUNTY reserves the right to stop work until all requested changes have been completed in accordance with COUNTY installation requirements. Refer to Exhibit #1 attached to the RIGHT OF ENTRY AGREEMENT, attached hereto as "Attachment 1", for a matrix of the Major Joint Construction/Operation Roles And Responsibilities.

2. To operate, monitor, maintain, troubleshoot, repair, obtain, and maintain required FCC licensing, and provide electrical power for the SYSTEM, including the provision of such services to the radio equipment located on the COUNTY's communication facilities located at Washoe County NOC, Peavine Mountain, Chimney Peak, and Slide Mountain. The COUNTY shall perform its duties in a manner conforming to accepted industry standards and practices and without cost to the DEPARTMENT, and the COUNTY's duties shall be undertaken in a manner conforming to accepted industry standards and practices.

3. The COUNTY shall provide the DEPARTMENT an exclusive and Irrevocable (except as set forth in the termination provisions) Right to Use (IRU) the SYSTEM mounted on the COUNTY towers with the understanding that granting this does not convey legal title to COUNTY tower(s) and the associated facilities.

## ARTICLE II - DEPARTMENT AGREES

1. To retain ownership of the SYSTEM located at the Washoe County NOC, Peavine Mountain, Chimney Peak, and Slide Mountain and to fund one hundred percent (100%) of the SYSTEM equipment and installation cost with State funds; to fund one hundred percent (100%) of the annual manufacturer technical support cost with State funds; to fund one hundred percent (100%) of the cost for repair of equipment including any required repair due to failure or accidental damage. Replacement or upgrade to the SYSTEM will be mutually agreed upon by both parties.

2. To provide to the COUNTY at no cost, a microwave IP data connection with a minimum one hundred fifty (150) Mbps aggregate bandwidth per link for the following microwave communication sites:

- a. Washoe County NOC to the DEPARTMENT District 2 Yard.
- b. Washoe County NOC to Peavine Mountain.
- c. Washoe County NOC to Chimney Peak.
- d. Washoe County NOC to Slide Mountain.
- e. Peavine Mountain to Chimney Peak.

3. To establish and maintain a budget for the NOC ITS Communication Installation SYSTEM. This budget will be maintained by the Traffic Operations Division of the DEPARTMENT, and all invoices shall be submitted to the Traffic Operations Division for approval and reimbursement.

4. To provide ten (10) copies of the preliminary plans and specifications for review and comment, and to invite the COUNTY to the specification review meeting to address said comments.

5. To allow the COUNTY to observe, review, and inspect SYSTEM construction work with the understanding that all items of concern are to be reported to the DEPARTMENT's Traffic Operations Technology Manager and not to the Contractor.

6. The DEPARTMENT shall provide the COUNTY an exclusive and Irrevocable (except as set forth in the termination provisions) Right to Use (IRU) the SYSTEM mounted on the COUNTY towers with the understanding that granting this does not convey legal title to the DEPARTMENT's SYSTEM installed on COUNTY tower(s) and facilities. As part of the IRU, the DEPARTMENT shall grant the COUNTY a communications drop at the Washoe County NOC, the DEPARTMENT District 2 Yard, Peavine Mountain, Chimney Peak, and Slide Mountain for exclusive use by the COUNTY at an aggregate speed of one hundred fifty (150) Mbps at each site. Additional capacity can be requested by the COUNTY, but additional increases in bandwidth will be determined based on the current capacity and utilization of the SYSTEM at the time of the request.

7. To allow the COUNTY to review and comment on the SYSTEM change orders which involve features or items related to the SYSTEM for which COUNTY assumes a maintenance responsibility. The COUNTY written response shall be made within five (5) working days of service of change. No response from the COUNTY within this time frame shall constitute COUNTY consent and acceptance for the DEPARTMENT to proceed.

8. To comply with the terms of the Washoe County Right of Entry Agreement attached as "Attachment 1."

### ARTICLE III - IT IS MUTUALLY AGREED

1. TERM OF AGREEMENT. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party, and shall remain in effect until January 31, 2023, unless terminated sooner pursuant to the provisions of this Agreement. This Agreement may be extended for up to two additional periods of three (3) years each, which extension shall require the approval and official actions of the governing bodies of each party hereto. Except as otherwise provided herein, upon expiration or termination of the Agreement all rights and duties created by this Agreement shall be extinguished including any IRU's and rights of entry.

2. The DEPARTMENT, the COUNTY, and its permitted assignees and users may use the DEPARTMENT's SYSTEM for any lawful purpose. Neither the DEPARTMENT nor any permitted assignees or users of the DEPARTMENT's SYSTEM shall use the DEPARTMENT's SYSTEM for any unlawful or illicit purpose. The COUNTY shall have right to use the DEPARTMENT's SYSTEM towers during the term of this Agreement.

3. The DEPARTMENT shall not, in use of the DEPARTMENT's SYSTEM, employ equipment, technologies, or methods of operation that interfere in any way with or adversely affect the SYSTEM or the use of the SYSTEM by the COUNTY or third parties or their respective radio frequencies, equipment or facilities associated therewith.

4. The Parties shall not proceed with work until the COUNTY receives a written "Notice to Proceed" from the DEPARTMENT. If either Party does commence said work prior to issuance of said Notice to Proceed, that Party shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, neither Party shall not rely

on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by either Party or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to receipt of the Notice to Proceed. In the event either Party violates the provisions of this Section, that Party waives any and all claims and damages against the other Party, its employees, agents, and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity arising under the terms of this Agreement..

5. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director  
Attn.: Jim Whalen  
Nevada Department of Transportation  
Division: Traffic Operation  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: 775-888-7080  
Fax: 775-888-7090  
E-mail: [jwhalen@dot.state.nv.us](mailto:jwhalen@dot.state.nv.us)

FOR COUNTY: Bob Lucey, Chair  
Washoe County Commission  
Atten: Washoe County Manager's Office  
PO BOX 11130, Reno, NV 89520-0027  
Phone: 775-328-2012  
Fax: 775-328-2491  
E-mail: [blucey@washoecounty.us](mailto:blucey@washoecounty.us)

6. The COUNTY will ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive property of the COUNTY and the DEPARTMENT. The COUNTY will ensure any sub consultant will not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of the COUNTY and the DEPARTMENT. The COUNTY shall not utilize (and shall ensure any sub consultant will not utilize) any materials, information or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The COUNTY (and any sub consultant) shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

7. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

8. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

9. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages.

10. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

11. An alteration ordered by the DEPARTMENT, which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

12. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

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

14. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

#### 15. TERMINATION OF AGREEMENT

A. This Agreement may be terminated by either Party provided that a termination shall not be effective until one hundred twenty (120) calendar days after a Party has served written notice upon the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party without cause.

B. In the event the Nevada Legislature does not appropriate sufficient or any funds for a DEPARTMENT biennium during the term of this Agreement, this Agreement shall terminate.

C. The COUNTY reasonably believes that funds can be obtained sufficiently to make all payments, or to perform its duties, during the term of this Agreement. If the COUNTY does not allocate funds for the COUNTY to perform its duties as described in this Agreement, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to the COUNTY.

D. Except as otherwise provided herein, upon expiration or termination of the Agreement all rights and duties created by this Agreement shall be extinguished including any IRU's and rights of entry.

16. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

17. Each Party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

18. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

19. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability or national origin including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

20. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

21. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

22. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

23. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

24. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

25. This Agreement and the Right of Entry attached hereto as "Attachment 1" constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

County of Washoe

  
Bob Lucey  
Chair, Washoe County Commission

Approved as to Form:

  
Paul Mazzoni  
Attorney

State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

  
Deputy Attorney General

**ATTACHMENT 1**  
**RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, is made by and between COUNTY OF WASHOE, a political subdivision of the State of Nevada, through its Community Services Department (the "Landowner"), and the State of Nevada Department of Transportation, (the "Licensee"). The term Licensee includes any contractor or subcontractor hired or employed by Licensee.

**1. GENERAL.**

1.1 Property. Landowner is the owner of certain land located in Reno, Washoe County, Nevada, more commonly known as \_\_\_\_\_ of which is more particularly shown on Exhibit # 2, attached hereto and incorporated herein by reference (the "Property").

1.2. Entry/Improvements. Licensee desires to enter ("Entry") onto a certain portion of the Property for the purposes of installation of microwave and radio and other related equipment which equipment is necessary for improvement and upgrade of the Washoe County Radio Communication System, more commonly known as "WCRCS". See Exhibit # 2 for location(s).

1.3. Consideration. In consideration for Entry, Licensee shall be responsible for all costs and expenses related to such installation, including compliance with all applicable erosion control, drainage, air quality and dust control measures and permitting requirements.

**2. TERMS OF ENTRY.**

2.1. Entry and Work. Subject to compliance with the provisions of this Agreement, Licensee is hereby granted the right and license to enter the Property during the term hereof for the purposes of transporting and installing the aforementioned equipment on the Property (the "Work"). No fee shall be charged by Landowner for Entry. All Work shall be performed and made at Licensee's sole cost and expense. Licensee shall be strictly liable for all claims of, all activities of, and compliance of, all contractors, vendors, material men, and other third parties involved with the Entry and the Work. Landowner makes no warranty or representation that any material or condition existing on the Property will be fit for Licensee's intended use. Licensee shall not excavate fill material from the Property. Dust control shall be maintained by Licensee to Landowner's satisfaction and Licensee shall be responsible for compliance with all applicable air emissions requirements. All access to the Property shall be subject to the Landowner's approval and designation of route. Entry and all Work shall be scheduled and coordinated prior to commencement with the Director or designee of the Department of Regional Parks and Open Space. Licensee shall not traverse, trespass on or disturb other real property owned by Landowner, unless prior written consent from Landowner is obtained.

2.2. Non-exclusive Right. The right and license of Entry granted herein is non-exclusive. Landowner may continue to use and to enjoy the Property in any manner not inconsistent with the right of Entry granted herein.

**3. TERM, COMMENCEMENT AND TERMINATION OF AGREEMENT.** This Agreement shall commence, and be binding and effective on the parties, on the last date of the execution by a party hereto. This Agreement shall terminate on the date when all Work and restoration has been satisfactorily completed and approved by Landowner. All work and

restoration must be complete prior to \_\_\_\_\_. Notwithstanding, either party shall have the option of terminating this agreement upon 120 days' notice to the other party. In the event the Agreement is terminated prior to completion of the work, Licensee shall restore the Property in accordance with Paragraph 6 prior to vacating the Property.

**4. COMPLIANCE WITH REQUIREMENTS.** Licensee shall comply with all applicable permits, authorizations, laws, rules and regulations of local, state and federal governmental authorities, including, without limitation, all Environmental Laws (hereinafter defined) in performing Work, and shall take every precaution to protect and safeguard the Property.

**5. LIENS.** Licensee shall pay when due all bills and amounts due for labor, services or materials provided for or incorporated in the Property for the Work pursuant to the Entry. Licensee shall remove or cause to be removed within fifteen (15) days after recordation thereof any claims of mechanic's or material men's liens or other charges or encumbrances against the Property that arise from or relate to the Entry and the Work.

**6. RESTORATION AND INDEMNITY.** Licensee agrees to restore the Property to its original condition to the extent reasonably possible upon completion of the Work and termination of this Agreement. Licensee's obligation hereunder to restore the Property shall include, without limitation, the removal of any debris, equipment, structures, fixtures, supplies, materials and other items necessary and incidental to Entry and performance of the Work. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's rights to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification ("indemnified party"), to serve the other party ("indemnifying party") with written notice of any actual or pending claim, within 30 calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees or costs incurred by the indemnified party due to said party exercising its right to participate in the resolution of any such claim or cause of action.

**7. ENVIRONMENTAL.** During the term of this Agreement Licensee shall not manufacture, process, store, distribute, use, discharge, place, or dispose of any Hazardous Substances in, under or on the Property or any property adjacent thereto. For purposes hereof, "Hazardous Substances" shall include: 1) those substances defined as "hazardous substances", "hazardous materials", "toxic substances", "toxic material"; or "regulated substances" under any federal, state or local law, ordinance, regulation, statute or rule; 2) any petroleum based or related products except petroleum products used in construction of the Work performed hereunder; and 3) any other substance, material or waste regulated under any federal, state or local law, ordinance, regulation, statute or rule relating to the aforementioned, to the environment or to industrial hygiene (collectively, "Environmental Laws").

**8. NOTICES.**

All notices and demands by any party hereto to any other party, required or desired to be

given hereunder shall be in writing and shall be validly given or made only if personally delivered or deposited in the United States mail, postage prepaid, return receipt requested or if made by Federal Express or other similar delivery service maintaining records of deliveries and attempted deliveries, or if made by facsimile. Service shall be conclusively deemed made upon receipt if personally delivered or, if delivered by mail or delivery service, on the first business day delivery is attempted or upon receipt, whichever is sooner.

Any notice or demand to Landowner shall be addressed to Landowner at:

**Washoe County:**

Eric Crump, Operations Division Director  
Washoe County Community Services Department  
PO Box 11130  
Reno, NV 89520

Any notice or demand to Licensee shall be addressed to Licensee at:

The parties may change their addresses for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

**9. Miscellaneous.**

A. Assignment. Neither this Agreement nor any rights or obligations of Licensee hereunder may be transferred, assigned or conveyed by Licensee without the written consent of Landowner, provided that Licensee may delegate performance of obligations hereunder to contractors or others performing the Work on the Property. Said delegation shall not relieve Licensee of liability hereunder.

B. Survival of Covenants. Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination shall survive the termination and shall not be merged therein.

C. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties of this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

E. Time. Time is of the essence to the performance of any provision of this Agreement. If the date for performance of any provisions of the Agreement is a Saturday, Sunday, or banking holiday in the State of Nevada, the date for performance shall be extended until the next day that is not a Saturday, Sunday or banking holiday.

F. Waiver. Either party may specifically waive any breach of the terms and conditions hereof by the other party, but no waiver specified in this Section shall constitute a continuing waiver of similar or other breaches of the terms and conditions hereof. All remedies, rights, undertaking, obligations, and agreements contained herein shall be cumulative and not mutually exclusive.

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

H. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an executed original, and all of which together shall constitute one and the same instrument.

I. Entirety and Amendments. This Right of Entry and the Cooperative Agreement to which it is attached embody the entire Agreement between the parties and supersede all prior Agreements and understandings if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

J. Headings. Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

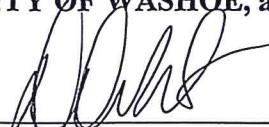
K. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

L. No Recordation. Neither this Agreement nor any notice hereof shall be recorded in the office of the Washoe County Recorder.

IN WITNESS WHEREOF, the parties hereto or a representative or either have set their hands and subscribed their signatures as of the date and year indicated.

**LANDOWNER:**

COUNTY OF WASHOE, a political subdivision of the State of Nevada

By: 

Dave Solaro, Director

Washoe County Community Services Department

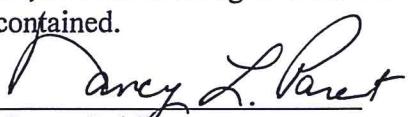
Date: 4-25-17

STATE OF NEVADA

COUNTY OF WASHOE

On the 25<sup>th</sup> day of April, 2017, Dave Solaro  
personally appeared before me, a Notary Public, and acknowledged to me that the party executed  
the above instrument for the purpose therein contained.



  
Nancy L. Parent  
Notary Public  
My Commission Expires Oct 24, 2017

**LICENSEE:**

By: \_\_\_\_\_

Date \_\_\_\_\_

STATE OF NEVADA

COUNTY OF WASHOE

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,  
personally appeared before me, a Notary Public, and acknowledged to me that the party executed  
the above instrument for the purpose therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**MAJOR JOINT CONSTRUCTION/OPERATION ROLES AND RESPONSIBILITIES**  
**NDOT Microwave Sites: Peavine Mountain, Chimney Peak, and Slide Mountain**

Exhibit #1

| Item  | Own    | Install | Test, Configure, Troubleshoot | Daily Operation | Maint/Repair | EOL Repl. |
|---|--------|---------|-------------------------------|-----------------|--------------|-----------|
| NDOT Microwave System and associated equipment installed at COUNTY facilities   | NDOT   | NDOT    | NDOT                          | COUNTY          | COUNTY NDOT  | NDOT      |
| The act of initially installing NDOT equipment on County Towers, Snow Bridges, Building Entrances, Ladder Trays, Racks, and Facilities                | N/A    | NDOT    | NDOT                          | COUNTY          | COUNTY       | NDOT      |
| Additional improvements to accommodate NDOT microwave system for County Towers, Snow Bridges, Building Entrances, Ladder Trays, Racks, and Facilities | NDOT   | NDOT    | NDOT                          | County          | COUNTY NDOT  | NDOT      |
| Ownership and Maintenance of County Towers, Snow Bridges, Building Entrances, Ladder Trays, Racks and Facilities                                      | COUNTY | COUNTY  | COUNTY                        | COUNTY          | COUNTY       | COUNTY    |

Exhibit #2

WASHOE COUNTY OWNED/LEASED COMMUNICATION SITE LOCATIONS  
FOR NDOT OWNED MICROWAVE EQUIPMENT

| Site Name         | Address                             | Latitude    | Longitude    | Township | Range | Section |
|-------------------|-------------------------------------|-------------|--------------|----------|-------|---------|
| Washoe County NOC | 5195 Spectrum Blvd., Reno, NV 89512 | 39-34-49.7N | 119-48-45.7W | 20N      | 19E   | 23      |
| Peavine Mountain  | N/A                                 | 39-35-22.7N | 119-55-45.7W | 20N      | 18E   | 23      |
| Slide Mountain    | N/A                                 | 39-18-51.7N | 119-53-05.7W | 17N      | 19E   | 30      |
| Snowflake         | N/A                                 | 39-14-50.7N | 119-55-24.7W | 16N      | 18E   | 14      |
| Chimney Peak      | N/A                                 | 39-27-36.7N | 119-57-29.7W | 18N      | 18E   | 4       |

**COOPERATIVE AGREEMENT BETWEEN WASHOE COUNTY  
AND THE PY'RAMID LAKE PAIUTE TRIBE FOR  
PROVISION OF FIRE & MEDICAL SERVICES**

This Cooperative Agreement ("Agreement") is made and entered into by and between Washoe County, a political subdivision of the State of Nevada (hereinafter "County"), and the Pyramid Lake Paiute Tribe of Nevada, a sovereign, federally recognized Indian Tribe (herein after "the Tribe").

WHEREAS, County is authorized by NRS 277.180 to enter into interlocal and cooperative agreements with other public agencies for the joint and cooperative use of fire-fighting resources for the protection of property and the prevention and suppression of fire;

WHEREAS, the Tribe, as a sovereign, federally recognized Indian Tribe, governed by a Tribal Council established pursuant to Article III, section 1 of the Tribe's Constitution and the bylaws of the Pyramid Lake Paiute Tribe, is authorized to and does provide fire protection and medical first response services to its members, and further is authorized to enter into related contracts and agreements with other public agencies;

WHEREAS, County has previously provided fire suppression response to privately owned land located on or near the Tribe's reservation at Sutcliffe area, but the number of those privately owned parcels has now dropped to a total of seven, identified on Exhibit A hereto, with the balance of land ownership in the area vested in the Tribe;

WHEREAS, the Tribe is responsible for and fully capable of providing structural fire suppression and emergency medical service response on Tribe reservation lands; and

WHEREAS, County desires to have the Tribe provide fire suppression and emergency medical response to the privately owned parcels at the Sutcliffe area, and the Tribe is ready, willing and able to do so; and

WHEREAS, the Tribe desires to have the County provide maintenance and repair services to the Tribe fleet of Public Safety Equipment.

NOW THEREFORE, it is agreed between the parties as follows:

1. **FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES.** On the effective date of this Agreement, the Tribe agrees to provide all structural fire suppression as well as first response medical services to the parcels described in Exhibit "A," attached hereto and incorporated herein by this reference. The quality and level of those services shall be consistent with the Tribe's current service standards and at a minimum no less than those standards in the industry under similar circumstances.
2. **MAINTENANCE AND REPAIRS OF TRIBE PUBLIC SAFETY FLEET.** On the effective date of this Agreement the County agrees to perform vehicle/equipment maintenance and repair on Tribe fire apparatus upon receipt of a duly authorized Tribe purchase order and detailed request. Upon such receipt, County, through its Equipment Services Division, shall inspect the vehicle/equipment for which the maintenance or repair is requested and provide the Tribe a written quote for the

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estimated costs for repairs. Upon receipt and approval of the written quote, which will provide a breakdown of parts and labor, the Tribe will either provide the parts identified in the quote or authorize a representative of Equipment Service to use existing accounts with parts vendors to purchase the identified parts. County shall complete the authorized maintenance or repair. Upon completion of said work, County's Fire Suppression Program shall cause an invoice to be delivered to the Tribe for the quoted cost and said work. Invoices shall be due and payable by the Tribe no later than 30 days from issuance.

3. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement is effective July 1, 2017, or upon the date of the last signature hereto, whichever is later. The term of this Agreement shall be 3 years and shall be deemed automatically renewed, subject to review described next, for successive 3 year terms effective on July 1 of the applicable fiscal year, until terminated pursuant to this Agreement. However, the parties agree to report to their respective governing bodies, at least 60 days prior to expiration of the applicable 3 year term, concerning the effectiveness of this Agreement.

4. **COMPENSATION.** In consideration of the Tribe's consent to provide the services described in this Agreement, the parties agree that County will compensate the Tribe as follows:

**Cash:** On the effective date of this Agreement, and annually upon the anniversary of the effective date of this Agreement, County shall deliver to the Tribe the cash sum of \$ 1,500.00 for the purpose of offsetting some of the service costs. At the end of each term of this Agreement, the parties shall reevaluate the amount of the cash payment for the offsetting of the cost of services.

5. **TERMINATION.** This Agreement may be terminated by either party without cause upon delivery to the other party, at least 120 days prior to effective termination, of a written notice of termination.

6. **EMPLOYMENT STATUS.** The Tribe shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto.

7. **LIABILITY OF PARTICIPATING AGENCIES.**

- A. To the extent limited in accordance with NRS Chapter 41 including but not limited to NRS 41.0305 to NRS 41.039, as well as applicable Tribe and Federal law, each party hereto agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful act or omission of a party, its officers, employees, and agents arising out of the performance of this Agreement. Each party may assert all available defenses, including but not limited to the defense of

sovereign immunity as appropriate in all cases. Each party's obligation for actions sounding in tort is limited in accordance with the provisions of NRS Chapter 41 including but not limited to NRS 41.035.

- B. Each party is responsible for its respective employment matters, and the other party shall have no obligations with respect to the following:

1. Withholding income taxes, FICA or any other taxes or fees
  2. Industrial insurance
  3. Participation in any group insurance plans available to employees
  4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System or any equivalent Tribe or Federal system.
  5. Accumulation of vacation leave or sick leave
  6. Unemployment compensation coverage provided by the participating agencies

- C. To the extent limited in accordance with NRS Chapter 41 including but not limited to NRS 41.0305 to NRS 41.039, as well as applicable Tribe and Federal law, the parties hereto shall indemnify and hold the other harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with provisions of NRS Chapter 41 including but not limited to NRS 41.035

8. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt request, postage prepaid on the date posted, and addressed to the other party as follows:

To the Tribe: Tribal Chairmen  
Pyramid Lake Paiute Tribe  
P.O. Box 256  
Nixon, NY 89424

To the County: Washoe County  
Office of the County Manager  
Attn: Emergency Manager  
P.O. Box 11130  
Reno NV, 89520

9. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
10. **ENTIRE AGREEMENT & SEVERABILITY.** This Agreement contains all of the commitments and agreements of the parties on the subject matter of this Agreement. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
11. **FUNDING OUT CLAUSE:** The County reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the County does not allocate funds to continue the function performed by the Contractor obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to the County.

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

WASHOE COUNTY

PYRAMID LAKE  
PIAUTE TRIBE

Dated this 25<sup>th</sup> day of April 2017

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

By:  By: \_\_\_\_\_

ATTEST:

  
*Dancy L. Parent*  
Washoe County Clerk