

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

TUESDAY

10:00 A.M.

MAY 8, 2018

PRESENT:

**Marsha Berkgigler, Chair**

**Kitty Jung, Vice Chair**

**Bob Lucey, Commissioner**

**Vaughn Hartung, Commissioner**

**Jeanne Herman, Commissioner**

**Nancy Parent, County Clerk**

**John Slaughter, County Manager**

**Paul Lipparelli, Deputy District Attorney**

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

**18-0341**      **AGENDA ITEM 3** Appearance: Trudy Larson, MD Professor and Dean School of Community Health Sciences, University of Nevada Reno. Presentation and update regarding the School of Community Health Sciences.

Dean of the School of Community Health Sciences at the University of Nevada Reno (UNR) Dr. Trudy Larson, MD conducted a PowerPoint presentation with slides entitled: Making Health Happen; What is Public Health; Why should you care about it?; An Inconvenient Truth; Making Health Happen; CEPH Accreditation; Degrees and Specializations; Rapid Growth of Undergraduate Program; Rapid Growth of Faculty; Making Health Happen; Community Engagement; Community Partners; Nevada Public Health Training Center; Research Productivity; School of Community Health Sciences; Where do we want to go?; Our Path Forward; and Making Health Happen. She read from the presentation and explained public health was everywhere. She indicated the School of Community Health and Sciences including the Bachelors, Masters and Doctoral degrees were all accredited by the Council on Education for Public Health (CEPH). The school offered many degree programs which included on-campus and online options. She said the school currently had more than 2,700 undergraduate students and was working towards a higher Public Health accreditation level.

Commissioner Jung thanked Dr. Larson and Senator Heidi Gansert for attending. She questioned what actions the County could take to help the school get the accreditation.

Dr. Larson said they would be proud to include letters of support from the Board of County Commissioners and the District Board of Health when they submitted their self-study for accreditation.

Commissioner Hartung thanked Dr. Larson for the interesting presentation. He stated he spent a large amount of time in Loma Linda, California and the people in that area were primarily vegetarians, many living to be more than 100 years old. He was interested in zip code origin being use to predict one's health.

Dr. Larson stated it was important during regional planning to review health outcomes, morbidity and mortality, and incidents of chronic disease conditions according to zip codes.

Commissioner Lucey thanked Dr. Larson and Senator Gansert. He thought the focus should be on preventative measures. He said many families living in the 89502 zip code had less access to fresh foods and healthcare than those in other zip codes. He said he was excited UNR was heading in this direction and said he would help the school in any way he was able.

Chair Berkbigler said the types of studies they were conducting were important because of health issues in the region such as the leukemia clusters in Fallon. She was hopeful that someday research could provide answers for area health issues.

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

**18-0342**      **AGENDA ITEM 4** Public Comment.

Ms. Tammy Holt-Still claimed staff and the Commissioners were not following Nevada Revised Statutes to maintain the health and welfare of the community. She was told she did not have standing in an appeal regarding a closed basin because her residence was too far away from the proposed developments in Lemmon Valley. She stated there were issues with the location of the proposed development because it was attached to a sewer plant that was in violation of Nevada Administrative Code. She was told Prado Ranch, a City of Reno development, was not supposed to be completely drained of water, but she displayed a photo showing it nearly dry. She thought the County was not protecting the residents from the horrible conditions they were forced to remain in. The documents displayed were placed on file with the Clerk.

Ms. Elise Weatherly spoke regarding older women organizations, zip codes, California threatening to conduct drug tests for welfare recipients, providing separate hospitals for drug addicts, Donald Trump, and young girls protecting their virtue.

Mr. Sam Dehne spoke regarding the armed guard in Chambers, the media, Donald Trump, the change of agenda regarding public comment, Storey County using laundered money, and out-of-County residents poaching votes.

**18-0343**      **AGENDA ITEM 5** Announcements/Reports.

Commissioner Herman stated a woman attended a meeting recently and spoke about a problem she was having with her neighbor in Sierra Ranchos. She wanted to ensure staff was working to resolve her issues. She previously requested information about the costs related to early voting but had not yet received the information. She said when the City of Reno was having problems with Waste Management (WM) they put out a questionnaire to gather information about issues the public was experiencing. She thought the County should conduct a similar survey.

Commissioner Jung said the Older Americans Month events had been well attended so far and she encouraged people to view the County website for a list of events. She attended an event at Traner Middle School where a healthy eating and lifestyle mural painted by world-renowned artist Erik Burke was unveiled. She wondered if data was being collected for each time a first responder administered a counteractive antidote to a person in an opioid overdose situation. She thought if the data was not being collected and tracked it was a great loss. She did not know whether first responders were required to report overdose activity but if so, she wanted to know who kept that information. She indicated she had concerns with future development in closed basins and wanted an ordinance passed stating no new development should occur in a closed basin area. She thought developers should be required to maintain a bond to cover any issues that occurred after an area was developed.

Commissioner Hartung wanted staff to consider the appointment of an ombudsman to assist renters with their rights. He asked about the status of the cargo container issue since he had been receiving phone calls and wanted the issue resolved. He requested a funding analysis for the cost of a corridor gap study which would examine the gap between the funds the County had and the needed infrastructure. He wanted developers to contribute towards the needed infrastructure in the areas they were developing. He asked Deputy District Attorney Paul Lipparelli whether an elected official gave up their rights as a citizen and their ability to endorse a candidate or place a candidate sign on their property. He said he already talked to the Secretary of State but he wanted Mr. Lipparelli to confirm or deny that allegation.

Commissioner Lucey said there were relevant public meetings regarding the Washoe County Economic Development and Conservation Bill but he had talked to citizens and thought there was a lot of misinformation about the bill. He urged people to visit the County website to review the data that included maps, draft data, and discussion. He suggested people contact Management Analyst Jamie Rodriguez if they were still confused or had questions. He asked staff to work with the Cities of Reno and Sparks regarding annexation. He spoke about developers working around the County Development Codes by having properties annexed. He said annexation could cause impacts and the regional entities were not all focused on the same issues. He wanted annexation to be a priority at the next legislation session. He stated a fatal car accident occurred on Mt. Rose Highway over the past weekend. He said Mt. Rose Highway was a State Highway maintained by the Nevada Department of Transportation. He was

concerned that the County was responsible for the properties on each side of the highway without having control of traffic mitigation including traffic signals. He explained it was a two-lane highway that merged into a four-lane highway and many citations were issued daily for speeding. He thought developers needed to contribute to the infrastructure because the County did not have the funds for it, and in some instances, it was not in the County's purview to make changes to the infrastructure. He suggested developers contribute towards improved infrastructure if the State was not willing to complete needed improvements.

Commissioner Jung said a master plan for homelessness was being developed and she thought a master plan for affordable housing should also be created. She referred to Commissioner Hartung's request for an ombudsman to assist with renters' rights and she wanted staff to look at what types of incentives or tax write-offs were available for renters. She did not want a property owner to be allowed to increase rent by more than the property taxes increased. She thought the County could incentivize landlords to maintain affordable housing for renters. There was a problem with skyrocketing rents and people were having to move to find affordable rent. She asked staff to research other communities who faced this issue and had successful outcomes.

Commissioner Hartung wanted a more in-depth conversation regarding changes to annexation laws. He requested an agenda item regarding all dangerous intersections in the area and wanted staff to present possible solutions to the Board regarding those dangerous roads.

Chair Berkgigler was concerned about the dangers of driving on Mt. Rose Highway and said her constituents traveled that road regularly. She indicated the Callahan Ranch Road intersection was very dangerous and needed to be brought to the attention of the Regional Transportation Commission (RTC). She said she wanted to merge the work of the Board of Adjustment (BOA) and the Planning Commission and eliminate the BOA. She explained many items that went before the BOA came to the Board of County Commissioners. She thought it would exceed two hours of staff time, but she wanted staff to provide information about the number of houses that had been approved for development. She thought that information would be useful in many ways if it was readily available.

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

Later in the meeting, at the request of Commissioner Hartung, Chair Berkgigler reopened Agenda Item 5.

Commissioner Hartung requested a future agenda item for the Registrar of Voters to present the process of early voting, tallies, and the process to keep the information confidential.

Commissioner Jung requested the people who audited the votes be present when the Registrar of Voters presented to the Board.

## **CONSENT AGENDA ITEMS – 6A1 THROUGH 6D**

- 18-0344**      **6A1** Approval of minutes for the Board of County Commissioner’s regular meetings of March 27, 2018 and April 10, 2018. Clerk. (All Commission Districts.)
- 18-0345**      **6A2** Acknowledge the communications and reports by the Clerk on behalf of the Board of County Commissioners. Clerk. (All Commission Districts.)
- 18-0346**      **6B** Accept a grant award from the Nevada Aging and Disability Services Division for the Older Americans Act Title III Program: Home Delivered Meal Equipment in the amount of [\$74,596; County match \$1,165] retroactive to October 1, 2017 through June 30, 2018; authorize the Department to execute the sub-grant award and direct the Comptroller’s Office to make the appropriate budget amendments. Human Services Agency. )All Commission Districts.)
- 18-0347**      **6C** Approve funding [\$2,500.00, no match required] from the Federal Bureau of Investigations, Organized Crime Drug Enforcement Task Force (OCDETF) for reimbursement of overtime costs incurred while involved in the investigation of OCDETF Initiative number PA-Nevada-307 for the retroactive period of 04/01/2018 – 9/30/2018 and authorize Comptroller’s Office to make the necessary budget amendments. Sheriff. (All Commission Districts.)
- 18-0348**      **6D** Accept Registrar of Voter’s report of early voting locations and schedule for the 2018 Primary Election per NRS 293-3561 (2b). Voters. (All Commission Districts.)

Discussion occurred between Commissioner Herman and Deputy District Attorney Paul Lipparelli regarding Commissioner Herman’s absence from the March 27th meeting. Commissioner Herman questioned whether she should abstain from the vote to approve the minutes. It was concluded she could vote to approve the minutes because she did not need to be present for the meeting to approve the item.

Commissioner Jung stated there were prior complaints by Native Americans about access to early voting and she wanted to know if the issues were resolved.

Registrar of Voters Deanna Spikula explained the Pyramid Lake Paiute Administration Building would be used for early voting. She noted the location would be staffed for the entire early voting period as well as on the primary and general election days. She explained a bill was passed in the last legislative session that established ground rules for the process. She said the County reached out to the Pyramid Lake Paiutes to provide voting access.

On the call for public comment, Ms. Barbara Pratt spoke regarding Older Americans Month. She noted she came from Las Vegas and the Older Americans Month had been a great help to her with the transition from working to being retired. She said the City of Las Vegas did not provide a hot lunch program for seniors and commended Washoe County for providing that service. She thanked the Board for its support of seniors.

Mr. Sam Dehne spoke regarding voting on consent items, his opposition to early voting, and the Sequoia voting system being outlawed in California.

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

Ms. Elise Weatherly spoke regarding Agenda Item 6B. She was opposed to money going to the senior home delivered meals because thought it was a waste of money and that money should be provided to law enforcement for opioid concerns within the community. She wanted the homeless population sent to California to fend for themselves.

At the request of Commissioner Hartung, Chair Berkbigler reopened Agenda Item 5. See the end of Agenda Item 5 for details. Chair Berkbigler closed Agenda Item 5.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Consent Agenda Items 6A1 through 6D be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 6A1 through 6D are attached hereto and made a part of the minutes thereof.

### **BLOCK VOTE – 7 THROUGH 15**

**18-0349**      **AGENDA ITEM 7** Recommendation to extend the appointment of Scott Smith as the Washoe County Commission’s single member to the Truckee River Flood Control Project Needs Committee for a term to end on February 28, 2019. Manager. (All Commission Districts.)

There was no public comment on this item.

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

**18-0350**      **AGENDA ITEM 8** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the 2018/2019 Street Cut Pavement Repair Project for Truckee Meadows, [staff recommends R Construction, in the amount of \$243,815.00]. Community Services. (All Commission Districts.)

There was no public comment on this item.

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

**18-0351**      **AGENDA ITEM 9** Recommendation to approve the Correction to Exhibit A of the February 13, 2018 Board of County Commissioners Agenda Item #7 - the Refund of Surplus Assessment Funds in the amount of [\$548,752.89] for 973 properties, totaling 1,122 ERU's in Special Assessment District #21 - Cold Springs Sewer (No Fiscal Impact to the General Fund) - Treasurer - (Commission District 5.)

There was no public comment on this item.

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

**18-0352**      **AGENDA ITEM 10** Recommendation to approve the sole source exemption to purchase a 3500 XL Genetic Analyzer from ThermoFisher Scientific at a cost of [\$191,610.79], using \$149,038.00 from the 2017 Capacity Enhancement Backlog Reduction (CEBR) DNA Grant (IO 11448) and \$42,572.79 from the restricted funding set up for DNA offender mandates per NRS 176.0911-0917 (IO 201391). Sheriff. (All Commission Districts.)

There was no public comment on this item.

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

**18-0353**      **AGENDA ITEM 11** Recommendation to approve an Interlocal Agreement between the Washoe County Health District and the Sheriff's Office to provide family planning services to female inmates housed at the Washoe County Detention Facility [No fiscal impact] with the effective date of May 08, 2018. If approved, have the BCC Chair execute the agreement. Sheriff. (All Commission Districts.)

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

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 11 be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**18-0354**      **AGENDA ITEM 12** Recommendation to Acknowledge Receipt of the Interim Financial Report for Washoe County Governmental Funds for the Nine Months Ended March 31, 2018 - Unaudited. Comptroller. (All Commission Districts.)

There was no public comment on this item.

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

**18-0355**      **AGENDA ITEM 13** Recommendation that the Board of County Commissioners approve and authorize the Chair to execute the attached resolution establishing the Marijuana Establishment Fund per NRS 354.612 as a Special Revenue Fund for the purpose of accounting for the quarterly marijuana establishment license fee of 3% of a marijuana establishment's reported quarterly gross revenue. Comptroller (All Commission Districts.)

On the call for public comment, Ms. Elise Weatherly displayed a flyer of her brother with his band. She said she was opposed to any type of marijuana use in the State of Nevada. She thought it provided an excuse for people to get high. She wanted more money to be provided to law enforcement to eliminate the drug users and drug pushers. She expressed concern about impaired drivers.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 13 be approved and authorized. The Resolution for same is attached hereto and made a part of the minutes thereof.

**18-0356**      **AGENDA ITEM 14** Recommendation to approve retroactive and future authorization for purchases as needed for supplies, materials, equipment and contractual services from suppliers that have or will exceed in the aggregate [\$100,000] for FY18 and for FY19; expenses will remain within available adopted budget funding. If approved, all purchases remain subject to compliance and accordance with the provisions of the Local Government Purchasing Act. Comptroller. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 14 be approved.

**18-0357**      **AGENDA ITEM 15** Recommendation to approve amendments totaling an increase of [\$153,270.30] in both revenue and expense (no match required) for the FY18-FY19 Ryan White Grant IO#11479 and direct the Comptroller's office to make the appropriate budget amendments. Health District. (All Commission Districts.)

There was no public comment on this item.

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

**18-0358**      **AGENDA ITEM 16** Public Hearing to consider objections to the Resolution of Intent to Lease; and, possible approval of a Lease Agreement for a portion of 855 Alder Avenue, Incline Village, Nevada, to the Tahoe Transportation District for a 36-month term commencing May 9, 2018 through May 31, 2021, for office space located within the Incline Village Community Center [annual revenue of \$2,937.60]. Community Services. (Commission District 1.)

County Manager John Slaughter introduced the public hearing.

Chair Berkbigler explained the subject building was owned by the County and it was being opened as a community center with office spaces available for lease.

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 16 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

**18-0359**      **AGENDA ITEM 17** Public Hearing to consider objections to the Resolution of Intent to Lease; and, possible approval of a Lease Agreement for a portion of 855 Alder Avenue, Incline Village, Nevada, to the Tahoe Regional Planning Agency for a 36-month term commencing May 9, 2018 through May 31, 2021, for office space located within the Incline Village Community Center. Community Services. (Commission District 1.)

County Manager John Slaughter introduced the public hearing.

Chair Berkbigler explained the Tahoe Regional Planning Agency would lease a portion of the subject building and would be available at this location on Fridays.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 17 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

**18-0360**

**AGENDA ITEM 18** Public Hearing and possible action to hold the first reading of an ordinance: (1) amending Ordinance No. 1000 in order to change the boundaries of District No. 24 (Groundwater Remediation); (2) providing for a notice of a public hearing and other matters relating thereto; and (3) setting the public hearing for the second reading and possible adoption on June 19, 2018;

AND

Hold the first reading of an ordinance: (1) imposing a fee on the parcels of land in Washoe County, Nevada District No. 24 (Groundwater Remediation) to pay the costs of developing and carrying out a plan for remediation; (2) providing for a notice of a public hearing and other matters relating thereto; and (3) setting the public hearing for the second reading and possible adoption on June 19, 2018. Community Services. (All Commission Districts.)

County Manager John Slaughter introduced the public hearing.

Nancy Parent, County Clerk, read the title for Bill No. 1806.

There was no public comment on this item.

Bill No. 1806 was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

Nancy Parent, County Clerk, read the title for Bill No. 1807.

There was no public comment on this item.

Bill No. 1807 was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

Commissioner Hartung explained the reason for the Groundwater Remediation was dry cleaners and auto shops in the City of Reno dumped chemicals which contaminated the ground water.

Commissioner Jung said this issue needed to be included on the list of regional shared services and fiscal responsibility as a countywide issue; it was not limited to the cities. She thought it needed to be included in fiscal equity discussions.

John Slaughter stated he reviewed the list and this topic was not included, on the list but made a note to add it.

**18-0361**      **AGENDA ITEM 19** Public Hearing: Regulatory Zone Amendment Case Number WRZA18-0003 (Coches/Tower) - adoption of an amendment to the Tahoe Regulatory Zone Map, changing the regulatory zone for a ±1.58-acre parcel (APN: 130-312-25) and a ±1.9-acre parcel (APN: 130-312-30) from Medium Density Suburban (MDS - 3 units per acre) to Low Density Suburban (LDS - 1 unit per acre); possible affirmation of the findings of fact of the Washoe County Planning Commission as outlined in the staff report for this item; and possible direction to the Director of the Planning and Building Division to sign and certify the amended Tahoe Regulatory Zone Map; and possible authorization to the Chair to sign a Resolution included as Attachment A to the staff report for this item adopting the amendment to the Tahoe Regulatory Zone Map. The subject parcels are located at 1131 Lakeshore Boulevard (APN: 130-312-25; Coches LLC) and 1135 Lakeshore Boulevard (APN: 130-312-30; Towers LLC), Incline Village, Nevada. The properties are situated within the Tahoe Area Plan and Incline Village/Crystal Bay Citizen Advisory Board boundaries and within Section 23, T16N, R18E, MDM, Washoe County, NV. Community Services. (Commission District 1.)

County Manager John Slaughter introduced the public hearing.

Planner Eva Krause explained the property owners requested rezoning of their parcel from medium density suburban (MDS) to low density suburban (LDS) to allow for the ability to build a larger accessory dwelling. She stated MDS zoning allowed for an 800 square foot accessory dwelling, but LDS zoning allowed for a 1,500 square foot dwelling. She indicated because the property was in Lake Tahoe, allowed uses would only change for subject properties. She noted after a complete review, the request was consistent with the master plan and the findings had been made.

Commissioner Jung said it was a great idea given the housing crisis and noted the region should be looking at accessory dwellings. She thought alternatives for housing were very important. She supported this amendment.

Commissioner Hartung wondered whether the property could have been sub-divided. Ms. Kraus replied it could not because it was in Lake Tahoe and Tahoe Regional Planning Agency regulations would not allow properties to be sub-divided.

Chair Berkbigler said the Citizens Advisory Board and the Planning Commission had approved the proposed change.

On the call for public comment, Mr. Kevin Agan and Mr. Alan Wechsler, representatives for the owners, thanked staff and the Board for the support.

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

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered to adopt an amendment to the Tahoe Regulatory Zone Map, changing the regulatory zone for a ±1.58-acre and a ±1.9-acre parcel from Medium Density Suburban (MDS - 3 units per acre) to Low Density Suburban (LDS - 1units per acre); to affirm the findings of fact of the Washoe County Planning Commission as outlined in the staff report for this item; to direct the Director of the Planning and Building Division to sign and certify the amended Tahoe Regulatory Zone Map; and, to authorize the Chair to sign the Resolution included as Attachment A to the staff report for this item adopting the amendment to the Tahoe Regulatory Zone Map. The Resolution for same is attached hereto and made a part of the minutes thereof.

**18-0362**      **AGENDA ITEM 25**      Possible Closed Session for the purpose of discussing labor negotiations with Washoe County and Truckee Meadows Fire Protection District per NRS 288.220.

There was no need for a Closed Session.

**11:49 a.m.**      **The Board recessed.**

**1:03 p.m.**      **The Board reconvened with all members present.**

**18-0363**      **AGENDA ITEM 20** Outdoor Festival Business License Application (Red White and Tahoe Blue 2018) Applicant: Red White and Tahoe Blue, Inc. Public hearing to approve with conditions, or deny an outdoor festival business license application in its entirety or portions thereof (pursuant to Washoe County Code Chapter 25 and related provisions) submitted by the Red, White and Tahoe Blue organization for the Red, White and Tahoe Blue 2018 event to be held in Incline Village, Nevada. If approved, authorize the Director of the Planning & Building Division, Community Services Department to issue the business license on June 11, 2018 to the Red, White and Tahoe Blue organization, provided all pre-event conditions have been completed by June 1, 2018 and further authorize set-up for the festival to commence on June 29, 2018. Application Information: Name and Address of Applicants: Red, White and Tahoe Blue, P.O. Box 3789, Incline Village, NV. Description of event location: Village Green (APN: 127-010-07), Aspen Grove (APN: 127-010-04), North Lake Tahoe Fire Main Fire Station (APN:132-223-06), Susie Scoops, 869 Tahoe Blvd. (APN:132-240-02), Potlach, 930 Tahoe Blvd. (APN: 132-012-02), Incline Middle School (APN:127-030-16), and Incline Beach (APN: 127-280-01). Dates of event: Set up commences June 29, 2018; event dates June 30 - July 4, 2018; parade on June, 30, 2018 requiring closing section of Tahoe Boulevard, Southwood Boulevard and Incline Way; and culminates with fireworks show on Lake Tahoe on July 4, 2018. Estimated daily attendance: 2,500. Additional details of the event are included in the application. Community Services. (Commission District 1.)

County Manager John Slaughter introduced the public hearing.

Assistant County Manager Dave Solaro conducted a PowerPoint presentation with slides entitled: Red, White, Tahoe Blue 2018 Event; Washoe County Event Application Process; Red, White, Tahoe Blue Application Timeline; Licensure Concerns; Staff Recommendation; Alternatives; and Questions. He reviewed the summary of the event, previous actions and background as outlined in the staff report. He stated staff's recommendation was to deny the application although there was an alternative option to approve the application with conditions. He stated if approved, the lack of responsiveness and accountability on the part of the Red, White and Tahoe Blue (RWTB) could create excessive work for County staff because the application information was not received in a timely manner. He noted the applicant was present to answer questions.

Chair Berkgigler stated she had conversations with Mr. Solaro and Management Analyst Sarah Tone and asked whether there was any way to get this done. Mr. Solaro and Ms. Tone responded the chief concerns were related to safety and financial commitments. During conversations, RWTB indicated they were bringing the required information to be presented to the Board. She wanted to provide them the opportunity to present their information.

RWTB Executive Secretary Pam Sheldon stated she was new to the organization and she made errors on the application. She said she received positive feedback and instruction from the Fire Marshal, Incline Village General Improvement District, Ms. Tone, and Chair Berkgigler about the safety issues they had not considered for the event. They were making an enormous effort to comply with the requirements. The Village Green entertainment event was removed from the schedule due to financial issues. She explained they were focused on the parade, veteran's events, and the fireworks presentation. She explained the events would be sufficiently barricaded for safety, which was included in the safety requirements. She stated each event would have a person responsible to ensure compliance and each event would have an evacuation route. She said she did not know the exact amount of the debt from the previous year, but said some donors had come forward to help with the outstanding bills. The event fundraiser flyers were sent out and there was a steady stream of checks and pledges coming in for the current year's event. She provided documentation which was placed on file with the Clerk.

Commissioner Hartung said many issues in the staff report concerned him. He addressed the inequity between the liabilities and the assets listed. He stated the staff report indicated RWTB had not paid the Sheriff's Office for services provided for the 2017 event. He was also worried about the North Lake Tahoe Fire Protection District waiving a large portion of the costs that RWTB was required to pay. He was perplexed by the incomplete application and the untimely manner in which it was presented to the County. He thought the completed application should have been submitted on time to demonstrate responsibility for the event. He wanted the event to happen but he did not want to be in the position as a decision-maker to place undue liability on the County.

Ms. Sheldon agreed with Commissioner Hartung about planning. She indicated the person responsible for processing the documents and obtaining permits had been relieved of duty; she had stepped in and attempted to complete the required tasks in a timely manner.

RWTB Chairman Jeffrey Corman stated he and his wife, Kirstin Corman, took over the event the prior week. He said he amended the application to update all aspects of the plans including communication, emergency, fire, sanitation, medical, and all other missing components. He hoped the updated information was to the Commissioners' satisfaction. He continued to work with Silver State Barricade and Nevada Traffic to perfect the maps and said the application should now be complete. He provided documents, which were placed on file with the Clerk.

Commissioner Lucey commended Mr. Corman for taking responsibility for the event. He said as Chairman of the Reno-Sparks Convention and Visitors Authority, the RWTB event was a legacy event that they were proud of and it aligned with other annual events. He noted the Incline Village area swelled during this time of year. He did not want to see the event perform poorly and thought without a clear plan in place it could end badly. He did not want to place the responsibility on County staff to ensure the event was successful. He asked Mr. Corman for reassurances the event would occur without issues.

Mr. Corman stated Ms. Corman had been the Co-Chair and Secretary under the former Chairman Jim Smith for six years. He agreed the event was a legacy in the community and it should continue. He said with his wife's help, he took over as Chairman of the event and scaled it back to be manageable. The live entertainment event was cancelled and they were focusing on the parade, the Village Green carnival, and the fireworks show. He expressed what mattered to the community was that the event would continue.

Commissioner Lucey indicated his main concern was safety. There would be excessive traffic and many people from out of town. He stated there were many children's activities scheduled over the four-day event and he wanted to ensure the areas around the children's events were adequately barricaded.

Mr. Corman said he was coordinating with Silver State Barricade and they would be barricading and closing Highway 28 on the day of the parade. He noted message boards would be staged earlier in the week to notify drivers of road closures and detours. He indicated the Community Emergency Response Team volunteers would be present at each driveway along the parade route as well as in the areas taped off the day of the event.

Mrs. Corman stated road closures would occur prior to the parade for safety purposes. She said she and Mr. Corman were aligned with the public safety requirements and they agreed safety was the first priority. She indicated funding for the 2019 event would start in September of 2018 to ensure all financial obligations were met.

She noted they were meeting with the Sheriff's Office and the Fire Marshal to ensure they were not missing any crucial steps. They believed they were in compliance at this time. She stated there were a few lead donors that would be contributing and they would know if there was enough funding for the event soon. She stated that, with the exception of a disputed invoice from Connolly Crane Services, the bills from last year's event were paid. She explained donors wanted to ensure RWTB was fiscally responsible before making their contributions.

Mr. Corman stated RWTB went from being \$60,000 in debt to no debt, with the exception of the crane company since he and Mrs. Corman took responsibility for the event.

Chair Berkgigler wanted to provide Mr. Solaro and staff the opportunity to deny the event if things were not in compliance. She was glad to hear the live entertainment had been removed because she did not believe there was enough time to organize and pay for that portion of the event. She wanted a commitment from the Cormans to start early for the following year's event because it was a huge drain on Washoe County staff.

Mr. Corman stated it would have been a different story if he had been asked to help in January rather than a week ago.

Chair Berkgigler stated if the public safety needs could not be met, the event would have to be denied. She stressed the importance of extra security but said she was pleased they decided to focus on three key events. She said safety was not just about the residents, there were many visitors to the area for the event and the County had the responsibility to ensure everyone's safety. She wanted staff to have the opportunity to review the new information and everything pertaining to the event needed to be submitted and in compliance by the June 1st deadline. She explained staff needed to ensure RWTB could pay the bills and keep the public safe during the event. Her recommendation was to approve the event with the stated conditions.

Commissioner Hartung thanked Mr. Corman for stepping up and taking charge of the event. He questioned whether the Sheriff's Office was paid for the fees owed from the 2017 event. Mr. Corman stated they had not.

Lieutenant Michelle Bello indicated \$6,000 was outstanding from last year's event.

Commissioner Hartung stated the staff report reflected the cost of \$11,099 and wondered if the Sheriff's Office was waiving the difference.

Mr. Solaro explained the information in the staff report was different from what was owed for last year, so the two amounts added together would be for the 2017 event and the estimated costs for the 2018 event.

Commissioner Hartung agreed with Chair Berkbigler on an approval with conditions.

Chair Berkbigler reiterated in the future, the timelines must be upheld because the event could not work this way again.

Chair Berkbigler moved to approve the application with conditions which would include all required documents to be submitted by June 1st and to directed staff to determine if the applicant met the requirements. If requirements were completely met the permits would be issued on June 11th; if requirements were not met the entire event would be cancelled. Commissioner Hartung seconded the motion.

Mr. Solaro wanted to ensure he understood the motion. He asked if the intent was to deny the entire event if the requirements were not met. Chair Berkbigler confirmed it was all or nothing in regards to the three main events.

Mrs. Corman clarified there were three main events: a parade; a community fair at the Village Green that included a beer garden, food vendors, bounce houses, and non-profit organizations; and a fireworks show on July 4th. She noted throughout the weekend there would be smaller events for veterans in Aspen Grove as well as on the beach. She said it was a luncheon and tribute to the veterans.

Commissioner Jung stated the events all needed to be outlined in the plan.

Mrs. Corman agreed that each event would be outlined in the plan and there were also two revenue-generating events that would occur in Aspen Grove. She said the events were under the RWTB umbrella but were permitted separately. She noted the events at Aspen Grove were the Wine and Cheese and the Beer and Brats events.

Deputy District Attorney Paul Lipparelli stated Agenda Item number 20 was the approval or denial of a festival license application. He thought the motion was to approve the application with conditions and that the conditions were to be verified by staff who had the authority to withdraw the Boards approval of the license if the conditions were not met.

Chair Berkbigler confirmed that was the motion.

Mr. Solaro stated June 1st was the deadline for the full application to be submitted and the deadline for the final determination was June 11th.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered to approve with conditions, for an outdoor festival business license application. (pursuant to Washoe County Code Chapter 25 and related provisions) submitted by the Red, White and Tahoe Blue organization for the

Red, White and Tahoe Blue 2018 event to be held in Incline Village from June 30 through July 4, 2018. Authorize the Director of the Planning & Building Division, Community Services Department to issue the business license on June 11, 2018 to the Red, White and Tahoe Blue organization, provided all pre-event conditions have been completed by June 1, 2018 and further authorize set-up for the festival to commence on June 29, 2018.”

**18-0364**      **AGENDA ITEM 21** Public hearing: Second reading and adoption of an ordinance amending: (1) Washoe County Code Chapter 110 (Development Code) within Article 302, Allowed Uses, to establish the regulatory zones wherein the Outdoor Entertainment and Livestock Events use types are permitted by right or by discretionary action; within Article 304, Use Classification System, to redefine the outdoor entertainment use type and to create and define the commercial recreation livestock events use type; and within Article 310, Temporary Uses, to ensure the description of temporary outdoor entertainment uses is consistent with Article 338, Outdoor Entertainment; and (2) To create a new Article, Article 338 Outdoor Entertainment, to establish the processes, regulations and standards specific to establishing both temporary and permanent outdoor entertainment uses by expanding the definition of Outdoor Entertainment to include facilities and events for the assembly of 100 or more spectators and participants for any purpose in any outdoor location; to identify a wider range of typical outdoor entertainment activities; to establish permit application and review processes for minor, major, and temporary outdoor entertainment permits, to establish the thresholds to distinguish each permit type; to provide for certain exemptions for establishing the use type on Federal land; and to effect other items necessarily connected therewith and pertaining thereto. The Board of County Commissioners introduced and conducted a first reading of the proposed ordinance on March 27, 2018. Community Services. (All Commission Districts.)

County Manager John Slaughter introduced the public hearing.

Nancy Parent, County Clerk, read the title for Ordinance No. 1620, Bill No. 1800.

Commissioner Lucey asked for a presentation from staff due to concerns he had and requested clarification on the difference between a major and minor event.

Commissioner Hartung asked for clarification about the similarities of Agenda Items 21 and 22.

Deputy District Attorney Paul Lipparelli explained the process was being reformed for outdoor entertainment requests, but it was being done in two different sections. He said the first section was the zoning code that contained items such as land use designation, tables of uses, and zoning laws; the second pertained to the business

license ordinance, which regulated certain types of activities allowed pursuant to obtaining a business license. In order to get the all of the reforms in place, both sections needed to be addressed separately.

Senior Planner Eric Young conducted a PowerPoint presentation and reviewed slides with the following titles: What and Why?; Goals; Multiple amendments; Outreach and public process; Industry comments; Public comments; Improved Review Process; Expansion of opportunities; Goals; Summary; and Recommendation. He stated the recommendation made by the Planning Commission was to adopt the Ordinance.

Commissioner Lucey wondered about the addition of neighborhood commercial and regulatory zones. He thought the events currently being discussed were located in existing approved zones and wanted to know what events were located in the added zones.

Mr. Young explained some of the events were temporary events and could occur in any zone. He stated the change to add low-density suburban (LDS) as an approved zone was due to the location of some golf courses where the Barracuda Championship tournament would be held. He thought the existing events were located in zones that were eligible for permanent use permits. Incline Village would need the recommended expansions even for a temporary event. He stated the reason for the expansions was based on prior direction from the Board to expand the range of regulatory zones.

Commissioner Lucey questioned the reason for differentiation between a minor event and a major event. He thought the applications and processes should be the same for the two event sizes and he wanted all the minor and major events brought before the Board of County Commissioners for approval. He did not believe the Board of Adjustment had the staff capable of making decisions to approve or deny events. He was not comfortable supporting the Code as drafted as two separate items; he thought it needed to be all included in one item. He stated if the County was to issue a special use permit for a long-standing legacy event, the permit would stay with the property. He thought it was imperative there should be continuity with executive directors and, if those individuals changed, the events should be required to reapply for new special use permits or event permits. He said if the same responsible person remained in authority, they could submit the required fees and obtain their permit. He said he was not in support of the changes as they were written.

Commissioner Hartung recognized this was the second reading but there were still issues. He liked the idea of the events coming before the Board, but wondered if a public body such as the Reno-Sparks Convention and Visitor Authority would be considered under a different level of approval. He thought outdoor events and livestock events should not be combined because there were different circumstances for planning and permitting. He did not think there was a way to anticipate the amount of people at a livestock event. He referenced an event that took place in Spanish Springs on a 10-acre parcel with close to 1,000 people attending along with hundreds of horse trailers. He

noted the City of Sparks issued the event permit, but the County was responsible for fire, police and code enforcement. He wanted to know how this change would affect the different area plans. He thought the Barracuda Championship should be issued a five-year permit. He wanted the outdoor events and livestock events to be separate.

Commissioner Herman said she was unhappy with this proposal because the language was confusing and it would have a vast effect on District 5. She questioned the date of the Citizen Advisory Board (CAB) meeting that was held for this topic. She stated she attended all the meetings and it was not addressed. She wanted clarification of events that qualified as livestock events.

Mr. Young stated there was a definition in a handout. He said the proposed changes would separate livestock events with outdoor events and each would require a special use permit. He said Warm Springs had modifiers that provided their own processes to obtain permits along with including their own definition in the Code use table. He indicated this would not change their modifiers.

Commissioner Herman asked about the other areas of District 5.

Mr. Young stated the changes would be for events requested in the future.

Assistant County Manager Dave Solaro said the CAB meeting was in Warm Springs and occurred in either September or October of 2017. He noted Commissioner Herman was not in attendance. He stated the reason they went to Warm Springs was because of the specificity of the area plan and zoning in Warm Springs. He said the other CABs were handled in a different manner.

Commissioner Herman said she could not support this amendment the way it was written.

Chair Berkgigler asked whether an area plan prohibited any of the outdoor events or if the ordinance changes would allow that area plan to be overwritten.

Mr. Young stated there were two areas currently that had their own land use tables. That was part of the area plan update process that occurred many years ago. The first one to be updated was the Spanish Springs usage plan and at the time it was called the Spanish Springs specific plan. That plan had its own list of uses. The County's job was to adopt that list of uses in the new area plan so it did not permit outdoor entertainment. The area plan would have to be amended to change the land use. He said when the South Valley area plan was adopted the land use was the same, so the County identified the old Washoe City Commercial Historical District as an area with a separate land use table. A task force from that area plan process reviewed the list of uses and determined the uses they wanted to apply to that area. He said it excluded outdoor entertainment and indicated that would require an amendment change also.

Chair Berkbigler believed adding neighborhood commercial zones could be a problem in the valley but she also understood that adding neighborhood commercial zones was probably a necessity to make Incline Village compliant with the Red, White and Tahoe Blue event. She noted the participating business Susie's Scoops was located in an area designated as neighborhood commercial. She was concerned about equestrian events taking place in inappropriate areas. Her main concern was the Board of Adjustment having any authority for approvals or denials.

Commissioner Hartung wanted staff to meet with the Commissioners individually about their concerns. There had been several livestock events in Commissioner Herman's district and neighbors had complained. He said the same type of events occurred in Spanish Springs, but he thought District 5 would be impacted the most.

Commissioner Jung stated this was a second reading and substantial changes could not be made at this point. She wondered if the Board could approve it with the understanding that each area would discuss their concerns with staff individually. She noted this item was for clarification of language and there were not any specific events waiting for approval.

There was no public comment on this item.

Commissioner Jung moved to approve Ordinance No. 1620, Bill No. 1800 and Chair Berkbigler seconded the motion. The motion failed by a vote of 3 to 2.

**3:05 p.m. Commissioner Jung left the meeting.**

Commissioner Lucey thought the equestrian events needed to be separated from outdoor events, the minor and major events should be condensed into an events license, and a special use permit should be associated with an applicant. He wanted all events to be heard by the Board of County Commissioners not the Board of Adjustment. He stated those were the conditions he wanted to be included.

On motion by Commissioner Lucey, seconded by Commissioner Hartung, which duly carried with Commissioner Jung absent, it was ordered that Agenda Item 21 be sent back to staff to incorporate the directed changes.

Mr. Lipparelli clarified the contemplation would be to start over with the item.

Commissioner Hartung stated he wanted to meet with staff regarding clarification of the effects that could occur within the Spanish Springs area plan in District 4.

Commissioner Herman requested that a public meeting occur within District 5 before this item was brought back to the Board.

**18-0365**

**AGENDA ITEM 22** Public Hearing: Second reading and adoption of an ordinance amending Washoe County Code Chapter 25 (Business License Ordinance) as part of a comprehensive process to consolidate all permitting and licensing functions for outdoor festivals and outdoor community events under Washoe County Code Chapter 110 (Development Code). The proposed changes are intended to expand the range of uses considered as outdoor entertainment and to establish a clear set of license and permit processes for establishing both permanent and temporary outdoor entertainment uses. The proposed amendments to Chapter 25 are as follows: to Section 25.013, Definitions, to remove the definitions of outdoor festival and outdoor community events and to add a definition for special events, temporary sales and services, carnival, circus, and tent show, to ensure clarity relative to temporary events; to Section 25.0255, Business License Fees for Specific Businesses, to remove subsection (2) (e) regarding daily fees and subsection (6)(a-c) which define the terms Carnival, Circus, Tent Show, Special Event License, and Temporary Sales and Service, to ensure consistency with the new definitions described above ; to remove all sections regarding Outdoor Festivals, specifically Sections 25.263 through 25.307 inclusive; and to effect other items necessarily connected therewith and pertaining thereto. The Board of County Commissioners introduced and conducted a first reading of the proposed ordinance on March 27, 2018. Community Services. (All Commission Districts.)

The Chair stated this item would be pulled but public comment would still be heard.

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

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried with Commissioner Jung absent, it was ordered that Agenda Item 22 be pulled.

**18-0366**

**AGENDA ITEM 23** Recommendation to adopt an updated Development Code Master Fee Schedule pursuant to WCC Section 110.906.05 to add application fees for Temporary Outdoor Entertainment Permits, as authorized in WCC Section 110.338.50. The proposed new permit fees are \$2,081.72 for permits outside the Tahoe Basin and \$1,928.84 for permits inside the Tahoe Basin. These amounts represent the sums of the various components of the review process, including planning, noticing, engineering, utilities, district health, and regional technology. If adopted, authorize the Chair to sign the resolution adopting the updated Development Code Master Fee Schedule on behalf of the Board. Community Services Department. (All Commission Districts.)

The Chair stated this item would be pulled but public comment would still be heard.

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

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried with Commissioner Jung absent, it was ordered that Agenda Item 23 be pulled.

**3:09 p.m. Commissioner Jung returned to the meeting.**

**18-0367** **AGENDA ITEM 24** Discussion and update pertaining to the Board of County Commissioners Quarterly Dashboard Report. Manager. (All Commission Districts.)

Assistant County Manager Dave Solaro reviewed the quarterly dashboard. He stated the report included requests from Commissioners along with a recap of the Washoe 311 requests. He said the goal of the quarterly dashboard was to show progress as it compared to the strategic plan. The update listed priority items which staff determined through monthly discussion with the Commissioners. He said Washoe 311 dealt with any requests that would require less than two hours of staff time, but they were experiencing delays in responding to information requests. He asked the Communications Team to assist with communicating with citizens and he thought that would reduce the number of calls received for economic development and infrastructure issues. He stated many of the requests were long-term issues and would take additional time to be completed.

Commissioner Jung requested an operational definition for each goal and the process by which items were designated as appropriate within the strategic plan. She asked about the process for utilizing Washoe 311.

Mr. Solaro said he would go over each item with the Commissioners individually and ensure they knew the criteria. He explained Washoe 311 was the information source for the County where citizens could send email requests.

Commissioner Lucey was interested in promoting Washoe 311 to the community and suggested branding County vehicles with the logo similar to how the City of Reno did with Reno Direct.

John Slaughter indicated labeling County vehicles had already started. A smartphone app for Washoe 311 was being developed and would be released later in the year.

Commissioner Jung thought it was important for each of the Commissioners to use Washoe 311 as a resource instead of disturbing staff. She said she

needed to be consistent in her use of Washoe 311 as her main resource and hoped to compel others to do the same. Information about current issues, which was collected and tracked through Washoe 311, was data that could be utilized to measure progress and predict when an issue was becoming widespread as noted by increased call activity.

Commissioner Hartung requested an option on the voicemail system that would allow a caller to press a number on the keypad to be directed to Washoe 311 to issue a complaint or receive immediate assistance.

**18-0368      AGENDA ITEM 26 Public Comment.**

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

**18-0369      AGENDA ITEM 27 Announcements/Reports.**

John Slaughter stated the Walk with Washoe program was scheduled to begin on May 15th and run through October 2nd. He noted the first walk would start at North Valleys Regional Park at 6:30 p.m. He invited the Commissioners and the community to join him to walk on some of the amazing trails throughout the summer and fall.

Commissioner Jung recognized three Reno High students from the audience. They introduced themselves as Stephen Antwi who would be attending Drexel University studying finance; Averinder Riar and who would be attending University of Nevada Reno then transferring to the University of California Los Angeles; and Emme Haw who would be attending the University of San Francisco to study critical diversity with double major in Spanish.

\* \* \* \* \*

**3:30 p.m.** There being no further business to discuss, the meeting was adjourned from Closed Session without objection.

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**MARSHA BERKBIGLER**, Chair  
Washoe County Commission

ATTEST:

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

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

## INTERLOCAL AGREEMENT

This Interlocal Agreement contains the terms of agreement between the Washoe County Health District and Washoe County through its Sheriff's Office, hereinafter referred to as the "District" and "Sheriff's Office" respectively, entered into pursuant to Chapter 277 of the Nevada Revised Statutes.

Whereas, the District has clinical infrastructure for the provision of family planning services; and

Whereas, the Sheriff's Office goal is to maintain optimal inmate health, including women's reproductive health services; and

Whereas, the District desires to provide family planning services to the female detainees as described herein,

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

The District agrees to:

1. Provide, at no charge to the Sheriff's Office, women's reproductive health services to female detainees, limited to birth control options including Depo Provera injections, hormonal implants, or insertion of intrauterine devices/systems, for pregnancy prevention.
2. Provide necessary diagnostic services per medical protocol as indicated to appropriately provide the services described in one, above.
3. Provide District personnel and equipment for said services.
4. Provide, at no charge to the Sheriff's Office, chlamydia, gonorrhea, HIV and syphilis screening as itemized on the State Lab invoice to female detainees as part of these family planning services.

The Sheriff's Office agrees to:

1. Promote Women's Reproductive Health Services to the female detainees.
2. Provide scheduled opportunities for District Family Planning Program staff to offer applicable education sessions for the female inmates.
3. Provide a computer or Wi-Fi to access the District's electronic health records system, Patagonia Health, in order to chart all clinical activities.
4. Assure the safety of District staff, through presence of Sheriff's Office staff.
5. Provide District staff a confidential, clinic room with an exam table, with stirrups, a sink and soap, etc., for services.

The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, to protect the security, confidentiality, and integrity of protected health information.

This Interlocal Agreement may be modified at any time by written agreement signed by both parties.

18-0353

This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2019. The Interlocal Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Interlocal Agreement as provided below.

Either party may terminate this Interlocal Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing or hand delivery of the notice.

All notices required under this Agreement shall be in writing and mailed, postage prepaid, addressed to the designated representative of the respective parties:

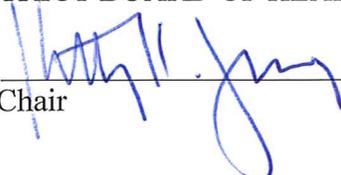
Sheriff's Office:	Washoe County C/O Washoe County Sheriff's Office 911 Parr Blvd Reno, Nevada 89512
DISTRICT:	District Health Officer Washoe County Health District P.O. Box 11130 Reno, Nevada 89520
Washoe Co. Manager's Office:	County Manager Washoe County Manager's Office 1001 E. 9 <sup>th</sup> Street, Bldg A Reno, NV 89512

This Interlocal Agreement shall be entered into in Washoe County, State of Nevada, and shall be construed and interpreted according to the laws of the State of Nevada.

Neither party may assign or subcontract any rights or obligations under this Interlocal Agreement without prior written consent of the other party.

This Interlocal Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, both written and oral.

DISTRICT BOARD OF HEALTH

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

Date: 05.03.18

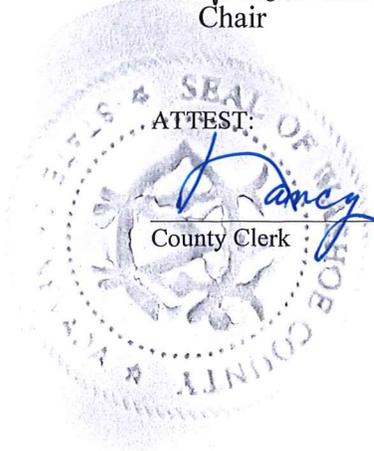
WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

By: Mansler Berkley  
Chair

Date: May 8, 2018

ATTEST:

Nancy L. Paut  
County Clerk



A RESOLUTION CREATING THE  
WASHOE COUNTY MARIJUANA ESTABLISHMENT FUND  
(R18-035)

WHEREAS, Nevada voters legalized recreational marijuana on the November 8, 2016 ballot, Question 2 (Nevada Marijuana Legalization Initiative); and

WHEREAS, Senate Bill 487-Committee on Revenue and Economic Development updated NRS 244.335, July 1, 2017 to allow a board of county commissioners to collect a license tax for revenue or for regulation, or both, on a marijuana establishment not to exceed 3 percent of the gross revenue of the marijuana establishment; and

WHEREAS, Washoe County amended County Code Chapter 53(Business license), Chapter 110(Development Code) and Chapter 25 (Miscellaneous Crimes) and business impact statement for related fees, April 10, 2018; and

WHEREAS, the County's purpose of the fund is to able to track separately the 3% Gross Revenue business license fee that can be charged on marijuana establishments; and

WHEREAS, the resources for this fund shall be the ongoing 3% Gross Revenue business license fee that can be charged quarterly by the County; and

WHEREAS, the balance of funds in this Special Revenue account shall be considered committed by governmental accounting standards; and

WHEREAS, the uses of this fund will be determined by the Office of the County Manager to be used for the expenses associated with the recognition of the effects of legalized marijuana; and

WHEREAS, NRS 354.612 authorizes the establishment of one or more funds by resolution; and

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

Section 1. That the Marijuana Establishment Fund is hereby created as a Special Revenue Fund, effective April 20, 2018.

Section 2. That the Comptroller's Department is hereby directed to establish said fund on the official books and records of Washoe County for the purposes of accounting for Washoe County's Marijuana Establishment fund and interest earnings on the assets of the fund and expenditures and disbursements from the fund.

Section 4. This Resolution shall be effective on passage and approval.

Section 5. The County Clerk is hereby directed to disburse executed copies of the Resolution to the Department of Taxation, the Comptroller, and the Budget Division within 30 days.

ADOPTED this 8th day of May, 2018

  
County Clerk

  
Chair, Washoe County Commission

18-0355

**LEASE AGREEMENT**

**THIS AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Washoe County, Nevada, a political subdivision of the State of Nevada, hereinafter called “Lessor” and the Tahoe Transportation District (TTD), hereinafter called, “Lessee”.

**WITNESSETH:**

**WHEREAS**, Lessor is the sole owner of the Premises located at 855 Alder Avenue, Incline Village, Nevada, Washoe County and is further described below, which area is not currently needed for the public purposes of Washoe County; and

**WHEREAS**, Lessee is a Nevada/California bi-state special purpose district which facilitates, implements and delivers transportation projects in the Tahoe Basin, provides operational authority for transit services in the Tahoe Basin, and acts as the Consolidated Transportation Service Agency for the Tahoe Basin; and

**WHEREAS**, the Parties are public agencies as defined within Nevada Revised Statutes 277.050; and

**WHEREAS**, the Parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Premises; and

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

**SECTION ONE**

**DESCRIPTION OF PREMISES**

Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, an office space of approximately 148 square feet (“Premises”) in the building generally known as the Incline Village Community Center at 855 Alder Avenue Incline Village, Nevada (“Building”) and further depicted in Exhibit B, together with the nonexclusive use of common areas, meeting room, kitchen, hallways, entrances, restrooms and parking areas.

Unless otherwise specified, “Premises” shall include only that portion used exclusively by Lessee.

18-0358

**SECTION TWO**  
**TERM OF THIS AGREEMENT**

The term of this Agreement shall be for thirty-six months, commencing May 9, 2018, and will terminate May 31, 2021, unless sooner terminated or extended upon mutual agreement of the parties or as otherwise provided herein.

**SECTION THREE**  
**RENTAL**

As long as Lessee remains a Nevada/California bi-state special purpose district in good standing, Lessee may occupy the Premises at a rental rate of one dollar and seventy (\$1.70) per square foot or **Two hundred forty four dollars and 80/cents (\$244.80)** per month for the thirty-six (36) month period, which includes utilities, snow removal, telephone, internet access, waste removal, janitorial and desk. The monthly rental shall be paid in arrears at the end of each month, without notice, offset or demand.

**SECTION FOUR**  
**RENEWAL OPTION**

In the event Lessor does not need the space and Lessee is in compliance with its duties and obligations under this Agreement, Lessee shall have one (1) option to renew this Agreement for an additional Twenty-four (24) months, the rental amount shall include a 3% increase, and include all other terms and conditions as set forth in this Agreement. Said option shall be exercised by Lessee delivering a written request to Lessor, not less than ninety (90) days prior to the end of the then current term and the request shall require approval by Lessor.

**SECTION FIVE**  
**USE OF PREMISES**

A. Lessee shall not use or permit the Premises or any part thereof to be used for any purpose other than the conduct of the necessary business of the Lessee as a Nevada/California bi-state special purpose district/governmental agency.

B. It is understood that Lessee shall have exclusive use of the Premises, but that other areas of the Building are occupied and used by others, including but not limited to Lessor, other Lessees and the public.

C. Lessee shall not conduct or at any time knowingly permit its employees, agents or visitors to conduct activity on the Premises that is unlawful or in violation of any federal or state statute, code or regulation. The Premises shall not be used for storage, transfer, processing, etc. of any toxic or hazardous materials.

D. Lessee shall not sub-lease any portion of the Premises or Building.

## **SECTION SIX**

### **ALTERATIONS AND IMPROVEMENTS**

A. Lessee hereby acknowledges that the Premises are in a condition architecturally acceptable to Lessee, and shall not be altered, repaired or changed without the prior written consent of Lessor. Prior to commencement of any alteration or improvement, Lessee shall prepare plans and specifications of such work and submit same to Lessor.

B. Lessee agrees that it shall not paint, erect partitions, install or change any doors or windows, reconfigure or replace office desk furniture in Premises, or place any nails, screws or other implements or fasteners into the woodwork or walls or furniture without the prior written consent of the Lessor.

C. Lessor reserves the right from time to time at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Premises as Lessor shall deem desirable. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Premises, Lessee shall make no claim against Lessor for abatement of rent for interference with Lessee's leasehold interest or for loss or damage to its business during such improvements, alterations, renovations, changes and repairs.

D. The parties agree that all the erections, additions, furniture, fixtures and improvements, excepting only decorative items, made in or upon the Premises shall be Lessor's property and shall remain upon the Premises at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.

E. The erection, construction, installation or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state and municipal laws and regulations.

F. Lessee shall keep the Premises free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

## **SECTION SEVEN**

### **UTILITIES, TELEPHONE AND WASTE REMOVAL**

A. Lessor shall supply heating, air conditioning, electricity, water, internet, waste removal, and phone service to the Premises at its own expense. It is mutually understood and agreed that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing of heat and air conditioning when such failure to furnish or delay in furnishing is occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of Lessor.

B. Lessee shall be provided keys to the front door entrance. It is agreed and understood that normal business days of operation for the Incline Village Community Center shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, or as needed, exclusive of designated County Holidays. Lessee agrees not to duplicate any keys and shall request copies from Lessor. In the event that Lessee has a lost or missing key, Lessee shall pay for all costs associated with re-keying the Premises and replacement keys.

C. In the event Lessee does not secure the building and Lessor is required to respond with a staff member, Lessor shall bill and Lessee shall pay for reasonable charges for Lessor's emergency response.

## **SECTION EIGHT**

### **JANITORIAL**

Lessor shall provide janitorial services to the Premises at the zero cost and expense of Lessee.

## **SECTION NINE**

### **COMMON AREA MAINTENANCE, REPAIRS AND INSPECTIONS**

A. Lessor shall be responsible for making all routine repairs and for performing routine maintenance to the Premises, at Lessor's sole expense. Lessee agrees that all damage done to the Premises by Lessee or its invitees or any person present because of Lessee's occupation of the Premises, shall be paid by Lessee.

B. Lessee shall keep the Premises free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

C. Lessor shall maintain, at its sole cost and expense, the roof, exterior walls and windows of said building in which the Premises are located.

D. Lessor shall be responsible for providing snow removal to the entrance of the Premises.

E. Lessee shall permit Lessor or its authorized agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of making repairs or maintaining the building in which the Premises are located.

## **SECTION TEN**

### **SIGNS**

Lessee agrees that no sign or advertisement shall be painted or affixed to any part of the outside or inside of the building in which the Premises are located except as described and authorized on Exhibit A, Rules and Regulations attached hereto, or upon approval by the Division Director of Operations, Washoe County Community Services Department.

## **SECTION ELEVEN**

### **WAIVER**

Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

## **SECTION TWELVE**

### **DESTRUCTION OF PREMISES**

A. In the event of a partial destruction of said Premises or the building of which the said Premises is a part from any cause attributable to the fault of Lessor, Lessor shall forthwith repair the same within sixty (60) days, provided such repair can be made within said period under the laws and regulations of state, federal, county or municipal authorities and Lessor wishes to make such repairs. If required repairs are commenced promptly, this Agreement shall not be modified. If such repairs cannot be made in sixty (60) days or if Lessor does not wish to make the repairs, this Agreement may be terminated at the option of Lessor. In the event that the building in which the Premises may be situated be destroyed to the extent of not less than thirty-three and one-third (33 1/3) percent of the replacement cost thereof, Lessor may elect to terminate the Agreement, whether the Premises be injured or not. A total destruction of the building in which said Premises are situated shall terminate this Agreement. This provision is not intended to affect the rights of either party to seek recovery against the person responsible for the damages.

B. Lessor shall provide Lessee with notice of intent regarding the decision to make or delay repairs within ten (10) working days of the event creating the damage or destruction contemplated in this Agreement.

### **SECTION THIRTEEN CONDEMNATION**

In the event that any part of the Premises shall be condemned or taken by any county, federal, state or other authority for any purpose, then the term of this Agreement shall cease on the part so taken from the day the possession of that part is required for any public purpose. Thereafter the Lessee or the Lessor shall have the right to either cancel this Agreement or to continue in the possession of the remainder of the same under the terms herein provided, except that the area of occupancy shall be reduced in proportion to the area of that portion of the Premises taken for such public purpose. All damages awarded for the taking of the Premises for any public purpose shall belong to and be the property of the party suffering such damage whether such damage is awarded as compensation for diminution in value to the leasehold or to the fee of the Premises.

### **SECTION FOURTEEN INDEMNIFICATION**

A. Lessee shall hold harmless, indemnify and defend Lessor, its officers, agents and employees from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or other cause of action based on bodily injury including death or property damage to any person, including Lessee's employees, that is caused by any action, either direct or passive, or the omission or failure to act or negligence on the part of the Lessee, its employees, agents or representatives, or caused by any action arising out of the use of the Premises or Lessee's duties and responsibilities under this Agreement.

B. Pursuant to Nevada Revised Statutes, Chapter 41 and without waiving any provisions thereof, Lessor shall hold harmless, indemnify and defend Lessee from and against any loss, damage, claim, suit or liability due to injury, including death, or property damage, to any third party arising out of the negligent or alleged negligent acts or omissions of the Lessor, its agents, contractors or employees, concerning the Premises and the Lessor's duties and responsibilities pursuant to this Agreement.

C. Neither party shall waive and intend to assert any liability limitations allowed under Chapter 41 of Nevada Revised Statutes.

## **SECTION FIFTEEN**

### **INSURANCE**

A. Lessor, at its sole cost and expense, shall:

(1) Secure and maintain fire and extended insurance, or provide for such through its Self-funded Insurance Program, on the building in which the Premises is located in an amount and coverage determined by Lessor during the term or any extended term of this Agreement.

(2) Secure and maintain through its Risk Management Division a Self-Funded Insurance Program, of comprehensive or commercial general liability coverage (occurrence form), in an amount of not less than \$1,000,000 per occurrence, and at least \$2,000,000 annual aggregate during the term of this Agreement.

B. Lessee, at its sole cost and expense, shall:

(1) Secure fire and extended insurance on all contents owned by the Lessee located at the demised Premises.

(2) Secure and maintain an Insurance Program, of comprehensive or commercial general liability coverage (occurrence form), in an amount of not less than \$1,000,000 per occurrence, and at least \$2,000,000 annual aggregate during the term of this Agreement. Washoe County, its officers, agents, employees and volunteers are to be included as insureds as respects damages and defense arising from: (i) condition and operations of the Premises; (ii) activities performed by or on behalf of Lessee; (iii) products and completed operations of Lessee; (iv) operation of automobiles owned, leased, hired, or borrowed by the Lessee.

(3) Lessee may fund any financial obligation relating to its negligence and liability through either a self-funded program or through an Insurance Carrier maintaining an A rating by A.M. Best. Any and all claims related to the use of the demised Premises by Lessee shall be forwarded to Lessor in a timely manner.

(4) Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Lessor for any loss or damage to the demised Premises, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk and,

(5) Lessee shall obtain a waiver from any insurance carrier with which Lessee carries fire, explosion or any other risk coverage insuring the Premises or the contents thereof releasing its subrogation rights against Lessor.

(6) In the event Lessee's occupancy causes any increase of premium for Lessor's insurance on the Premises, or any parts thereof, above the rate applicable to the type of occupancy identified in this Agreement, Lessee shall have fifteen (15) days after receipt of written notification from Lessor of such increase to correct or mitigate said circumstances which resulted in the need for a premium increase. If Lessee is unable to mitigate or correct said hazardous occupancy, Lessee shall upon written agreement pay the increased premium or Lessor may terminate said Agreement.

## **SECTION SIXTEEN FUNDING OUT CLAUSE**

Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds specifically for the purpose of maintaining the Premises, in any subsequent fiscal year after the effective date of the Agreement, Lessee hereby agrees to cancel this Agreement and hold Lessor harmless from any penalty, charge or sanction. Lessor agrees to provide written notice to Lessee of this eventuality, should it occur.

## **SECTION SEVENTEEN COSTS AND ATTORNEY'S FEES**

Should either party hereto institute any action or proceeding to enforce or interpret any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, neither party shall be entitled to recover any amount as a reasonable attorney's fee, for any reason, even if said party is deemed to be the prevailing party in such action or proceeding. Cost of suit may be awarded as allowed by law.

## **SECTION EIGHTEEN CHOICE OF LAW; VENUE**

This Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of any state or federal court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by any such state or federal court or under the laws of the State of

Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

#### **SECTION NINETEEN**

##### **QUIET ENJOYMENT**

Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet enjoyment of the Premises for the term hereby created.

#### **SECTION TWENTY**

##### **NOTICES**

All notices and demands which may be required to be served upon the respective parties to this Agreement shall be in writing and may be served either personally or by certified mail, postage prepaid, addressed to Lessee, at the address of the Premises herein demised and upon Lessor, to Director of Operations, Washoe County Community Services Department, P.O. Box 11130, Reno, NV 89520-0027 or at such other address as the parties may designate and serve upon the other. Any service by mail shall be deemed served upon deposit with the United States Post Office.

#### **SECTION TWENTY-ONE**

##### **HAZARDOUS SUBSTANCES**

A. Lessee shall not cause or permit any hazardous substances to be used, stored, manufactured, released or disposed in or upon the Premises, except in the minimum quantities as are customary and usual in connection with Lessee's permitted use. If the Premises become contaminated as a result of a violation by Lessee of this Section Twenty One, for which Lessee is legally liable, Lessee shall indemnify, defend and hold Lessor harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments.

B. If hazardous substances have been used, stored, manufactured or disposed in or upon the Premises or connected areas outside the Premises, or if the Premises or connected areas outside the Premises, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments.

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

**SECTION TWENTY-TWO  
RULES AND REGULATIONS**

The rules and regulations of Lessor set forth as Exhibit "A", which may be amended from time to time, are expressly made part of this Agreement and Lessee agrees to abide by the same to the extent said rules and regulations are not inconsistent with the terms of this Agreement.

**SECTION TWENTY-THREE  
TERMINATION**

A. Upon termination of this Agreement, Lessee shall quit the Premises peaceably, with no damage to the Premises, normal wear and tear excepted. Lessee shall remove all personal property therein.

B. It is understood and agreed that either party may cancel this Agreement with or without cause upon providing 30 days written notice to the other party or as specifically defined below.

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

**SECTION TWENTY-FOUR  
EFFECT OF AGREEMENT**

A. This Agreement constitutes the entire contract between the parties and no obligations other than those set forth herein will be recognized unless endorsed hereon in writing.

B. The covenants and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

LESSOR:

Washoe County, acting by and through its Board of County Commissioners

By Marsha Berkbigler  
Marsha Berkbigler  
Chair, Washoe County Commission

LESSEE:

Tahoe Transportation District  
a California Nevada Bi-State Governmental Agency

By \_\_\_\_\_  
printed name:  
title:

STATE OF NEVADA )  
:  
COUNTY OF WASHOE )

On this 8th day of May, 2018, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared Marsha Berkbigler, known or proved to me to be the person described herein and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Nancy L. Parent  
Notary Public

STATE OF NEVADA )  
:  
COUNTY OF WASHOE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared \_\_\_\_\_, known or proved to me to be the person described herein and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**Lease (Office)**  
**Rules and Regulations of the Building**

**First:** Lessee, its agents, employees, invitees and any person present because of Lessee's occupation of the Premises, shall not in any way obstruct the sidewalks, entry passages, corridors, halls, stairways, or use the same in any other way than as a means of passage to and from their respective offices, not permit anything to be done in the Premises, nor bring nor keep anything therein, which will in any way increase or tend to increase the rate of fire insurance, or which will obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the building or any part thereof, or with rules or ordinances established by the District Board of Health; and they shall not make or permit any improper noises in the building, nor throw substances of any kind out of the windows or doors, or in the halls or passageways, nor sit on nor place anything upon the window sills, nor bring into nor keep within the building any animal, bicycle, or motorcycle; and Lessee agrees that it will pay any damages that Lessor may suffer by a violation of this clause.

**Second:** The sash doors, sashes, windows, glass doors, partitions, lights and skylights, that reflect or admit light into the halls or other places of the building shall not be covered or obstructed. In this connection, no drapes or other type window covering may be utilized without prior approval of Lessor.

**Third:** The waterclosets and urinals shall not be used for any purposes other than for which they were constructed and no plaster of Paris, sweepings, rubbish, ashes, newspaper or other substances of any kind shall be thrown into them. Waste and excessive use of water or heat will not be allowed.

**Fourth:** No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the outside or inside of said building without the written consent of Lessor, and if such consent shall be given by Lessor, any such sign, advertisement or notice shall be inscribed, painted or affixed by Lessor, but the cost of any painting, inscribing, of affixing shall be charged to and paid by Lessee.

**Fifth:** When electric wiring of any kind is introduced it must be connected as directed by Lessor and no boring or cutting of walls, woodwork or wires shall be done without the consent of

Lessor. The location of telephones, telegraph instruments, electric appliances, call boxes, etc. shall be prescribed by Lessor. All work related to the wiring must be presented to and approved by Lessor's Community Services Department.

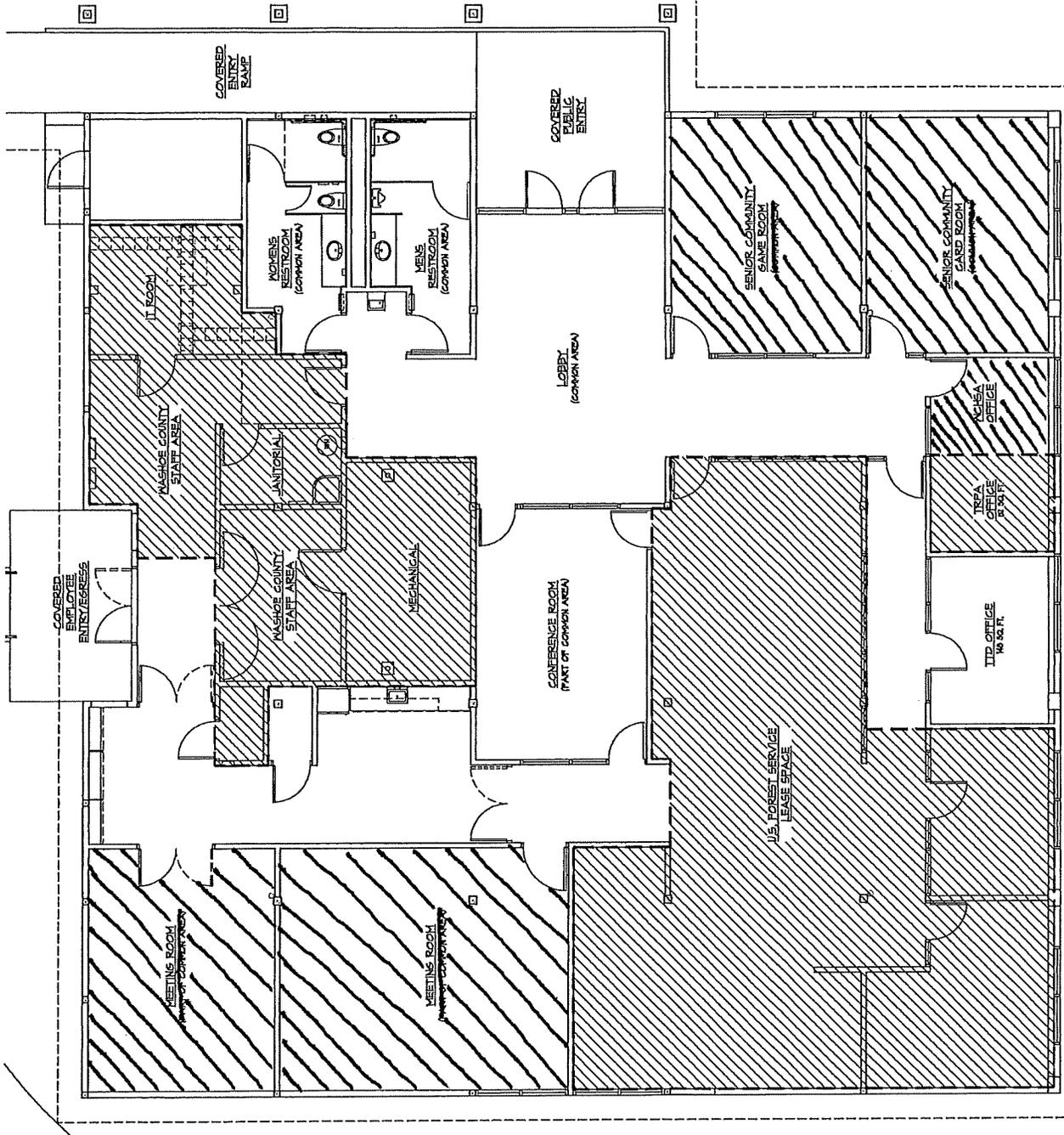
**Sixth:** Lessor shall have the right to prescribe the weight, size and position of all safes and other property brought into the building and also the times and manner of moving the same in and out of the building and all such moving must be done under the supervision of Lessor. Lessor will not be responsible for loss of damage to any such safe or property from any cause but all damage done to the building by moving or maintaining any such safe or property shall be repaired at expense to Lessee. At Lessor's election all safes shall stand on timbers of such size and shall be designated by Lessor.

**Seventh:** Lessee must observe strict care not to leave the Premises exposed to the elements and for any default or carelessness in this respect Lessee shall make good all injuries or damages sustained by other tenants in the building and by Lessor.

**Eighth:** All glass, locks and trimmings in or upon the doors and windows belonging to the building, shall be kept whole and whenever any part thereof shall be broken, the same shall immediately be replaced or repaired and put in order under the direction and to the satisfaction of Lessor and shall be left whole or in good repair, together with the same number and kind of keys as may be received by Lessee on entering upon possession and of any part of said building, or during tenancy.

**Ninth:** The Premises shall not be used for lodging or sleeping purposes.

**Tenth:** All furniture provided by the lessor shall remain in good repair. Installed office furniture in shared space shall not be reconfigured without approval and agreement of Community Services Department.



**LEASE AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Washoe County, Nevada, a political subdivision of the State of Nevada, hereinafter called “Lessor” and the Tahoe Regional Planning Agency (TRPA), hereinafter called, “Lessee”.

**WITNESSETH:**

**WHEREAS**, Lessor is the sole owner of the Premises located at 855 Alder Avenue, Incline Village, Nevada, Washoe County and is further described below, which area is not currently needed for the public purposes of Washoe County; and

**WHEREAS**, Lessee is a Nevada/California bi-state governmental agency which provides support to our Community Services Department and programs for the greater good of the community; and

**WHEREAS**, the Parties are public agencies as defined within Nevada Revised Statutes 277.050; and

**WHEREAS**, the Parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Premises; and

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

**SECTION ONE**

**DESCRIPTION OF PREMISES**

Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, a shared office space of approximately 82 square feet (“Premises”) in the building generally known as the Incline Village Community Center at 855 Alder Avenue Incline Village, Nevada (“Building”) an further depicted in Exhibit B, together with the nonexclusive use of common areas, meeting room, kitchen, hallways, entrances, restrooms and parking areas.

Unless otherwise specified, “Premises” shall include only that portion used exclusively by Lessee.

18-0359

**SECTION TWO**  
**TERM OF THIS AGREEMENT**

The term of this Agreement shall be for thirty-six months, commencing May 9, 2018, and will terminate May 31, 2021, unless sooner terminated or extended upon mutual agreement of the parties or as otherwise provided herein.

**SECTION THREE**  
**RENTAL**

As long as Lessee remains a Nevada/California bi-state governmental agency which provides support to our Community Services Department, programs for the greater good of the community and provides a minimum of 1, eight hour day per week between 7:00 a.m. and 8:00 p.m., Monday through Friday for the public to access Lessee's services, Lessee may occupy the Premises rent-free for the term of this Agreement. These hours must be mutually agreed upon by Lessee and Lessor.

**SECTION FOUR**  
**RENEWAL OPTION**

In the event Lessor does not need the space and Lessee is in compliance with its duties and obligations under this Agreement, Lessee shall have two successive options to renew this Agreement for one year each option, under the same terms and conditions as set forth in this Agreement. Said options shall be exercised automatically unless Lessor or Lessee delivers to the other a written request to terminate this Agreement not less than thirty (30) days prior to the end of the then current term.

**SECTION FIVE**  
**USE OF PREMISES**

A. Lessee shall not use or permit the Premises or any part thereof to be used for any purpose other than the conduct of the necessary business of the Lessee as a Nevada/California bi-state governmental agency.

B. Lessee shall not conduct or at any time knowingly permit its employees, agents or visitors to conduct activity on the Premises that is unlawful or in violation of any federal or state statute, code or regulation. The Premises shall not be used for storage, transfer, processing, etc. of any toxic or hazardous materials.

C. Lessee shall not sub-lease any portion of the Premises or Building.

## **SECTION SIX**

### **ALTERATIONS AND IMPROVEMENTS**

A. Lessee hereby acknowledges that the Premises are in a condition architecturally acceptable to Lessee, and shall not be altered, repaired or changed without the prior written consent of Lessor. Prior to commencement of any alteration or improvement, Lessee shall prepare plans and specifications of such work and submit same to Lessor.

B. Lessee agrees that it shall not paint, erect partitions, install or change any doors or windows, reconfigure or replace office desk furniture in Premises, or place any nails, screws or other implements or fasteners into the woodwork or walls or furniture without the prior written consent of the Lessor.

C. Lessor reserves the right from time to time at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Premises as Lessor shall deem desirable. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Premises, Lessee shall make no claim against Lessor for abatement of rent for interference with Lessee's leasehold interest or for loss or damage to its business during such improvements, alterations, renovations, changes and repairs.

D. The parties agree that all the erections, additions, furniture, fixtures and improvements, excepting only decorative items, made in or upon the Premises shall be Lessor's property and shall remain upon the Premises at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.

E. The erection, construction, installation or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state and municipal laws and regulations.

F. Lessee shall keep the Premises free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

## **SECTION SEVEN**

### **UTILITIES, TELEPHONE AND WASTE REMOVAL**

A. Lessor shall supply heating, air conditioning, electricity, water, internet, waste removal, and phone service to the Premises at its own expense. It is mutually understood and agreed that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure

to furnish or delay in furnishing of heat and air conditioning when such failure to furnish or delay in furnishing is occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of Lessor.

B. Lessee shall be provided keys to the front door entrance. It is agreed and understood that normal business days of operation for the Incline Village Community Center shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, or as needed, exclusive of designated County Holidays. Lessee agrees not to duplicate any keys and shall request copies from Lessor. In the event that Lessee has a lost or missing key, Lessee shall pay for all costs associated with re-keying the Premises and replacement keys.

C. It is agreed that the provided office space will be a shared use space with Washoe County staff or representatives and co-use of that space at the same time does not negate use by TRPA or the terms of this agreement.

D. In the event Lessee does not secure the building and Lessor is required to respond with a staff member, Lessor shall bill and Lessee shall pay for reasonable charges for Lessor's emergency response.

## **SECTION EIGHT**

### **JANITORIAL**

Lessor shall provide janitorial services to the Premises at the zero cost and expense of Lessee.

## **SECTION NINE**

### **COMMON AREA MAINTENANCE, REPAIRS AND INSPECTIONS**

A. Lessor shall be responsible for making all routine repairs and for performing routine maintenance to the Premises, at Lessor's sole expense. Lessee agrees that all damage done to the Premises by Lessee or its invitees or any person present because of Lessee's occupation of the Premises, shall be paid by Lessee.

B. Lessee shall keep the Premises free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

C. Lessor shall maintain, at its sole cost and expense, the roof, exterior walls and windows of said building in which the Premises are located.

D. Lessor shall be responsible for providing snow removal to the entrance of the Premises.

E. Lessee shall permit Lessor or its authorized agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of making repairs or maintaining the building in which the Premises are located.

## **SECTION TEN**

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Lessee agrees that no sign or advertisement shall be painted or affixed to any part of the outside or inside of the building in which the Premises are located except as described and authorized on Exhibit A, Rules and Regulations attached hereto, or upon approval by the Division Director of Operations, Washoe County Community Services Department.

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A. In the event of a partial destruction of said Premises or the building of which the said Premises is a part from any cause attributable to the fault of Lessor, Lessor shall forthwith repair the same within sixty (60) days, provided such repair can be made within said period under the laws and regulations of state, federal, county or municipal authorities and Lessor wishes to make such repairs. If required repairs are commenced promptly, this Agreement shall not be modified. If such repairs cannot be made in sixty (60) days or if Lessor does not wish to make the repairs, this Agreement may be terminated at the option of Lessor. In the event that the building in which the Premises may be situated be destroyed to the extent of not less than thirty-three and one-third (33 1/3) percent of the replacement cost thereof, Lessor may elect to terminate the Agreement, whether the Premises be injured or not. A total destruction of the building in which said Premises are situated shall terminate this Agreement. This provision is not intended to affect the rights of either party to seek recovery against the person responsible for the damages.

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B. Pursuant to Nevada Revised Statutes, Chapter 41 and without waiving any provisions thereof, Lessor shall hold harmless, indemnify and defend Lessee from and against any loss, damage, claim, suit or liability due to injury, including death, or property damage, to any third party arising out of the negligent or alleged negligent acts or omissions of the Lessor, its agents, contractors or employees, concerning the Premises and the Lessor's duties and responsibilities pursuant to this Agreement.

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(2) Secure and maintain through its Risk Management Division a Self-Funded Insurance Program, of comprehensive or commercial general liability coverage (occurrence form), in an amount of not less than \$1,000,000 per occurrence, and at least \$2,000,000 annual aggregate during the term of this Agreement.

B. Lessee, at its sole cost and expense, shall:

(1) Secure fire and extended insurance on all contents owned by the Lessee located at the demised Premises.

(2) Secure and maintain an Insurance Program, of comprehensive or commercial general liability coverage (occurrence form), in an amount of not less than \$1,000,000 per occurrence, and at least \$2,000,000 annual aggregate during the term of this Agreement. Washoe County, its officers, agents, employees and volunteers are to be included as insureds as respects damages and defense arising from: (i) condition and operations of the Premises; (ii) activities performed by or on behalf of Lessee; (iii) products and completed operations of Lessee; (iv) operation of automobiles owned, leased, hired, or borrowed by the Lessee.

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(4) Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Lessor for any loss or damage to the demised Premises, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk and,

(5) Lessee shall obtain a waiver from any insurance carrier with which Lessee carries fire, explosion or any other risk coverage insuring the Premises or the contents thereof releasing its subrogation rights against Lessor.

(6) In the event Lessee's occupancy causes any increase of premium for Lessor's insurance on the Premises, or any parts thereof, above the rate applicable to the type of

occupancy identified in this Agreement, Lessee shall have fifteen (15) days after receipt of written notification from Lessor of such increase to correct or mitigate said circumstances which resulted in the need for a premium increase. If Lessee is unable to mitigate or correct said hazardous occupancy, Lessee shall upon written agreement pay the increased premium or Lessor may terminate said Agreement.

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COSTS AND ATTORNEY'S FEES**

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**SECTION EIGHTEEN  
CHOICE OF LAW; VENUE**

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

**SECTION NINETEEN  
QUIET ENJOYMENT**

Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet enjoyment of the Premises for the term hereby created.

## **SECTION TWENTY**

### **NOTICES**

All notices and demands which may be required to be served upon the respective parties to this Agreement shall be in writing and may be served either personally or by certified mail, postage prepaid, addressed to Lessee, at the address of the Premises herein demised and upon Lessor, to Director of Operations, Washoe County Community Services Department, P.O. Box 11130, Reno, NV 89520-0027 or at such other address as the parties may designate and serve upon the other. Any service by mail shall be deemed served upon deposit with the United States Post Office.

### **SECTION TWENTY-ONE**

#### **HAZARDOUS SUBSTANCES**

A. Lessee shall not cause or permit any hazardous substances to be used, stored, manufactured, released or disposed in or upon the Premises, except in the minimum quantities as are customary and usual in connection with Lessee's permitted use. If the Premises become contaminated as a result of a violation by Lessee of this Section Twenty One, for which Lessee is legally liable, Lessee shall indemnify, defend and hold Lessor harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments.

B. If hazardous substances have been used, stored, manufactured or disposed in or upon the Premises or connected areas outside the Premises, or if the Premises or connected areas outside the Premises, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments.

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

### **SECTION TWENTY-TWO**

#### **RULES AND REGULATIONS**

The rules and regulations of Lessor set forth as Exhibit "A", which may be amended from time to time, are expressly made part of this Agreement and Lessee agrees to abide by the same to the extent said rules and regulations are not inconsistent with the terms of this Agreement.

## **SECTION TWENTY-THREE**

### **TERMINATION**

A. Upon termination of this Agreement, Lessee shall quit the Premises peaceably, with no damage to the Premises, normal wear and tear excepted. Lessee shall remove all personal property therein.

B. It is understood and agreed that either party may cancel this Agreement with or without cause upon providing 30 days written notice to the other party or as specifically defined below.

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

## **SECTION TWENTY-FOUR**

### **EFFECT OF AGREEMENT**

A. This Agreement constitutes the entire contract between the parties and no obligations other than those set forth herein will be recognized unless endorsed hereon in writing.

B. The covenants and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives.

*Signature page follows*

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

LESSOR:

Washoe County, acting by and through its Board of County Commissioners

By Marsha Berkbigler  
Marsha Berkbigler  
Chair, Washoe County Commission

LESSEE:

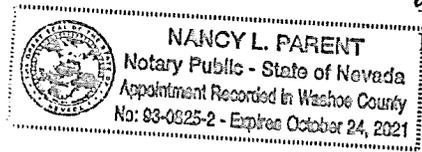
Tahoe Regional Planning Agency  
a Nevada Non-profit Corporation

By \_\_\_\_\_  
printed name:  
title:

STATE OF NEVADA )  
:  
COUNTY OF WASHOE )

On this 8th day of May, 2018, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared **Marsha Berkbigler**, known or proved to me to be the person described herein and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Nancy L. Parent



Notary Public

STATE OF NEVADA )  
:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared \_\_\_\_\_, known or proved to me to be the person described herein and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**Lease (Office)**  
**Rules and Regulations of the Building**

*First:* Lessee, its agents, employees, invitees and any person present because of Lessee's occupation of the Premises, shall not in any way obstruct the sidewalks, entry passages, corridors, halls, stairways, or use the same in any other way than as a means of passage to and from their respective offices, not permit anything to be done in the Premises, nor bring nor keep anything therein, which will in any way increase or tend to increase the rate of fire insurance, or which will obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the building or any part thereof, or with rules or ordinances established by the District Board of Health; and they shall not make or permit any improper noises in the building, nor throw substances of any kind out of the windows or doors, or in the halls or passageways, nor sit on nor place anything upon the window sills, nor bring into nor keep within the building any animal, bicycle, or motorcycle; and Lessee agrees that it will pay any damages that Lessor may suffer by a violation of this clause.

*Second:* The sash doors, sashes, windows, glass doors, partitions, lights and skylights, that reflect or admit light into the halls or other places of the building shall not be covered or obstructed. In this connection, no drapes or other type window covering may be utilized without prior approval of Lessor.

*Third:* The waterclosets and urinals shall not be used for any purposes other than for which they were constructed and no plaster of Paris, sweepings, rubbish, ashes, newspaper or other substances of any kind shall be thrown into them. Waste and excessive use of water or heat will not be allowed.

*Fourth:* No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the outside or inside of said building without the written consent of Lessor, and if such consent shall be given by Lessor, any such sign, advertisement or notice shall be inscribed, painted or affixed by Lessor, but the cost of any painting, inscribing, or affixing shall be charged to and paid by Lessee.

*Fifth:* When electric wiring of any kind is introduced it must be connected as directed by Lessor and no boring or cutting of walls, woodwork or wires shall be done without the consent of

Lessor. The location of telephones, telegraph instruments, electric appliances, call boxes, etc. shall be prescribed by Lessor. All work related to the wiring must be presented to and approved by Lessor's Community Services Department.

**Sixth:** Lessor shall have the right to prescribe the weight, size and position of all safes and other property brought into the building and also the times and manner of moving the same in and out of the building and all such moving must be done under the supervision of Lessor. Lessor will not be responsible for loss of damage to any such safe or property from any cause but all damage done to the building by moving or maintaining any such safe or property shall be repaired at expense to Lessee. At Lessor's election all safes shall stand on timbers of such size and shall be designated by Lessor.

**Seventh:** Lessee must observe strict care not to leave the Premises exposed to the elements and for any default or carelessness in this respect Lessee shall make good all injuries or damages sustained by other tenants in the building and by Lessor.

**Eighth:** All glass, locks and trimmings in or upon the doors and windows belonging to the building, shall be kept whole and whenever any part thereof shall be broken, the same shall immediately be replaced or repaired and put in order under the direction and to the satisfaction of Lessor and shall be left whole or in good repair, together with the same number and kind of keys as may be received by Lessee on entering upon possession and of any part of said building, or during tenancy.

**Ninth:** The Premises shall not be used for lodging or sleeping purposes.

**Tenth:** All furniture provided by the lessor shall remain in good repair. Installed office furniture in shared space shall not be reconfigured without approval and agreement of Community Services Department.



**WASHOE COUNTY COMMISSION**

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

**RESOLUTION  
ADOPTING AN AMENDMENT TO THE TAHOE  
REGULATORY ZONE MAP (WRZA18-0003)**

WHEREAS, Coches, LLC, and Tower, LLC applied to the Washoe County Planning Commission to amend the regulatory zone of two parcels (APN: 130-312-25 and 130-312-30) from Medium Density Suburban (MDS-3 units per acre) to Low Density Suburban (LDS- 1 unit per acre) as set forth in Exhibit A attached hereto;

WHEREAS, On April 3, 2018, the Washoe County Planning Commission held a duly noticed public hearing, determined that it had given reasoned consideration to the information it had received from staff, the applicant and from public comment regarding the proposed Regulatory Zone Amendment (Case No. WRZA18-0003), approved the request for adoption; and, in connection therewith, made the following findings as required by Washoe County Development Code Section 110.821.15:

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

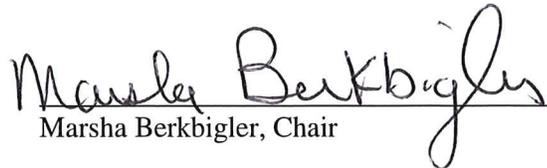
**NOW THEREFORE BE IT RESOLVED,**

That this Board of County Commissioners affirms the findings of the Planning Commission and hereby ADOPTS the amendment to the Tahoe Regulatory Zone Map (Case No. WRZA18-0003), as provided in the map and documents attached hereto.

18-03201

ADOPTED this 8<sup>th</sup> Day of May, 2018, to be effective only as stated above.

WASHOE COUNTY COMMISSION

  
Marsha Berkbigler, Chair

ATTEST:

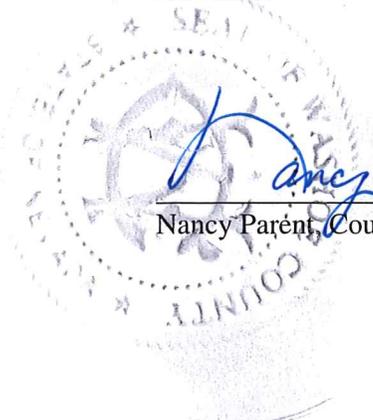
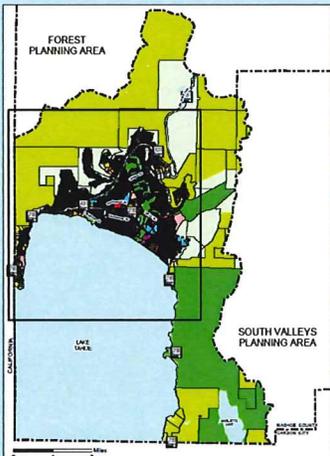
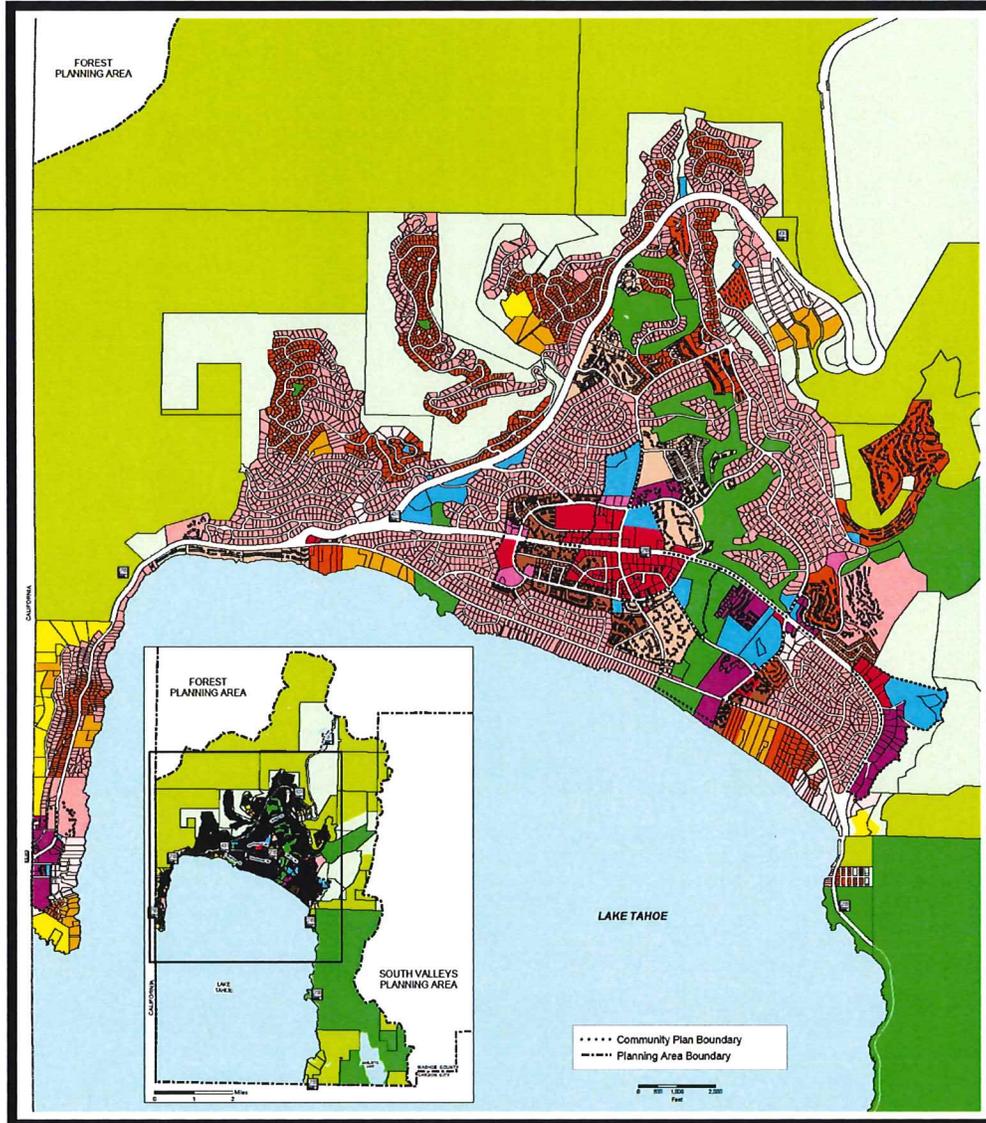
  
  
Nancy Parent, County Clerk

EXHIBIT A – WRZA18-0003, TAHOE REGULATORY ZONE MAP

EXHIBIT A  
 WRZA18-0003  
 TAHOE REGULATORY ZONE MAP



TAHOE REGULATORY ZONE MAP					
	LOW DENSITY RURAL		HIGH DENSITY SUBURBAN		INDUSTRIAL
	MEDIUM DENSITY RURAL		LOW DENSITY URBAN		PUBLIC AND SEMI-PUBLIC FACILITIES
	HIGH DENSITY RURAL		MEDIUM DENSITY URBAN		PARKS AND RECREATION
	LOW DENSITY SUBURBAN		HIGH DENSITY URBAN		OPEN SPACE
	LOW DENSITY SUBURBAN 2		GENERAL COMMERCIAL		GENERAL RURAL
	MEDIUM DENSITY SUBURBAN		NEIGHBORHOOD COMMERCIAL/OFFICE		GENERAL RURAL AGRICULTURAL
	MEDIUM DENSITY SUBURBAN 4		TOURIST COMMERCIAL		DRY LAKE/WATER BODY

Planning and Building Division

PC Date: April 3, 2018  
 SCC Date:

NOTE: THE SCALE AND CONFIGURATION OF ALL INFORMATION SHOWN HEREON ARE APPROXIMATE ONLY AND ARE NOT INTENDED AS A GUIDE FOR DESIGN OR SURVEY WORK. REPRODUCTION IS NOT PERMITTED WITHOUT PRIOR WRITTEN PERMISSION FROM THE WASHOE COUNTY PLANNING AND DEVELOPMENT DIVISION.  
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CERTIFICATION:  
 THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS AN ACCURATE REPRESENTATION OF THE ADOPTED ZONING MAPS OF WASHOE COUNTY, NEVADA, BY THE WASHOE COUNTY PLANNING AND DEVELOPMENT DIVISION.  
 DATE: \_\_\_\_\_ DIRECTOR: \_\_\_\_\_

**Community Services Department**

**WASHOE COUNTY NEVADA**

Post Office Box 11130  
 Reno, Nevada 89520 (775) 328-3500

