

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

TUESDAY

2:00 P.M.

JULY 8, 2008

PRESENT:

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

**Amy Harvey, County Clerk**  
**Katy Singlaub, County Manager**  
**Melanie Foster, Legal Counsel**

The Washoe County Board of Commissioners convened at 2:06 p.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:

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

**08-728      AGENDA ITEM 3 – PUBLIC COMMENT**

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

In response to the call for public comment, John Obester said he believed zoning laws ought to be resistant to change. He discussed the meaning and interpretation of the words "conservative" and "liberal."

Garth Elliot stated he recently received a letter from the Community Development Department regarding candidate rules for posting campaign signs. He said he did not object to the rules, but it appeared to him they were not being applied equally to everyone. Mr. Elliott discussed his participation on the Citizens' Nuisance Ordinance Committee. He hoped input would be gathered from the Committee members and the facilitator as to which parts of the process worked and which did not.

Terry Tiernay talked about his May 2007 request that the Board of County Commissioners be increased from five to seven members. He said he understood there was an opinion from District Attorney Richard Gammick that such a change should wait for the ten-year census. He quoted excerpts from Nevada Attorney General's Opinion No. 98-03 to support his conclusion there was no requirement to wait for the census. He indicated he filed complaints with the Governor and the Secretary of State, but was referred back to the County Manager for action. Mr. Tiernay said reapportionment was important because of annexation rules that did not allow sphere of influence in counties with populations of greater than 400,000.

Sam Dehne objected to the County's cancellation of its contract with Sierra Nevada Community Access Television (SNCAT).

Gary Schmidt placed documents on file with the Clerk. He said he received calls from several members of the Citizens' Nuisance Ordinance Committee alleging illegal campaign signs. He acknowledged the County's rules about campaign signs were more restrictive than those in the Cities of Reno and Sparks, where trailers located on private property did not have to display current license plates.

**08-729            AGENDA ITEM 4 – ANNOUNCEMENTS**

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

Katy Singlaub, County Manager, explained Sierra Nevada Community Access Television (SNCAT) declined the County's request for a month-to-month extension of its contract during the circulation of an open competitive Request for Proposal (RFP). She stated the SNCAT agreement was terminated effective June 30, 2008 and arrangements were made with an independent contractor until the RFP process could be completed. She assured the Board SNCAT would be invited to participate in the RFP.

With respect to Agenda Item 5F(5), Ms. Singlaub noted the public hearing would be changed to August 26, 2008 due to cancellation of the August 12th meeting of the Board of County Commissioners. Chairman Larkin asked legal counsel whether the change was made in accordance with all laws and regulations in the State of Nevada. Melanie Foster, Legal Counsel, stated the change did not appear to raise any Open Meeting Law problems.

Ms. Singlaub informed Chairman Larkin of a request by the Regional Transportation Commission to hear Agenda Items 18 and 19 at approximately 3:30 p.m.

Commissioner Humke commented that citizens' references to political signage during public comment suggested disparate enforcement of the County's regulations. He indicated that might be an impermissible limitation on free speech and requested a future agenda item to look at what the County was doing versus what the two Cities were doing. Commissioner Weber pointed out she previously requested an agenda item regarding campaign signage. She said it might be necessary to get all of the entities working together on similar ordinances. She indicated there had been issues in the past when candidates left their signs up for several months after an election, and she thought such individuals should be fined.

Commissioner Weber talked about her attendance at a recent meeting of the Nevada Commission for Reconstruction of the V&T Railway, which was in extreme need of a continued funding source with the project little more than half done. She announced she would not be able to attend the next meetings of the County Commission and the Western Regional Water Commission (WRWC) due to a meeting of the National Association of Counties (NACo). She stated she would go before the Regional Transportation Commission to request reconsideration of their decision to eliminate Bus Route 37. Commissioner Weber said she was planning to attend the grand opening of a new facility for the Food Bank of Northern Nevada.

Chairman Larkin indicated he would attend a dedication of the new Child Abuse Response and Evaluations/Sexual Assault Response Team (CARES/SART) facility by the Northern Nevada Regional Medical Center Board of Directors. He announced an upcoming meeting of the Regional Planning Governing Board.

Commissioner Galloway discussed an upcoming meeting of the Debt Management Commission, where there would be discussion of a tax override proposal for the Sierra Fire Protection District (SFPD). He believed SFPD was well below the tax cap, and stated it would ultimately be up to the voters to decide.

Commissioner Galloway requested a review of the Board's discussion of the SNCAT contract at its meeting on May 27, 2008. He pointed out the staff report from Kathy Carter, Community Relations Director, indicated staff was directed to put SNCAT on a month-to-month contract, but he did not recall such direction from the Board. Ms. Singlaub replied the entire discussion had been reviewed and staff had understood they were to look at all options. Commissioner Galloway indicated it was his opinion the Board gave direction to renew the contract with SNCAT for one year while other options were reviewed, but he wanted clarification as to what was intended by a majority of the Commissioners. Ms. Singlaub said she would bring the item back to the Board for additional review and discussion. Commissioner Jung stated she was also confused about the SNCAT issue, but would review video from the meeting.

Commissioner Jung remarked she had found homes for seven foster kittens from the Nevada Humane Society. She talked about her attendance at the Leadership Academy graduation, as well as Reno's Fourth of July parade. She reminded the public of an upcoming open house for the Veterans of Foreign Wars Ladies Auxiliary. She requested that Addendum Agenda Item 29 be heard as early as possible because there were at least 15 people present in the audience regarding that item.

**08-730            AGENDA ITEM 29**

**Agenda Subject: "Consider taking action to approve and authorize the Chairman to sign a Resolution to place an advisory question on the November 4, 2008 General Election ballot regarding the imposition of an additional hotel and motel room tax of not more than 3% to be used initially to avoid cuts in the funding of education and other state programs and thereafter to increase the funding of K-12 Education, specifically to improve student achievement and for salaries of non-administrative educational personnel; or take other action as appropriate."**

In response to the call for public comment, Liza Carlidge, Vice President and General Manager of Harrah's Reno, stated she represented the gaming partner in the Coalition for the Advancement of Education in Nevada, and was present to formally request placement of a room tax advisory question on the November 2008 ballot. She explained the proposed ballot question was advisory in nature and imposed no legal requirements on the Board of County Commissioners or the State Legislature. She indicated the question would advise the Nevada Legislature whether a majority of the voters supported the imposition of additional room tax in Clark County and Washoe County to help fund education throughout the State. She noted the initiative called for the room tax rate to increase by 3 percent in locations where the current total room tax was less than or equal to 10 percent. In locations where the current total room tax was greater than 10 percent but less than 13 percent, the room tax would increase by the difference between the current rate and 13 percent. There would be no impact to those locations where the current total room tax was already equal to or greater than 13 percent. Ms. Carlidge pointed out the tax revenues would initially be directed to the State to offset large cuts in the 2009-11 biennial budget, but would shift with the 2011-13 biennium to fund K-12 education; specifically to improve student achievement and shore up educators' salaries. She said the gaming industry had worked proactively with teachers to help fund and improve the quality of education in the classrooms in Nevada.

Lynn Warne, President of the NSEA and former President of the Washoe Education Association (WEA), said she and Ken Buhrman, current WEA President, were present on behalf of 28,000 Nevada educators and over 3,000 members of the WEA. She urged support for placing the advisory question on the ballot in November 2008. She talked about the devastating effects of inadequate funding for education on future generations. Ms. Warne emphasized Nevada was ranked 49th in the Country in per pupil expenditures and was expected to fall further down the list with anticipated State budget cuts. She observed that Nevada public schools had the fourth highest teacher ratio out of

the 50 states and half of all teachers eventually left the profession because of salary concerns.

Sam Dehne said he was neither for nor against the tax proposal, but had seen too many wasted taxes. He alleged the Governor's "no more taxes" stance forced schoolteachers to carry the burden of increasing taxes.

Gary Schmidt spoke in support of the advisory initiative being placed on the ballot. He remarked it was important for elected officials to listen to the people.

Amy Harvey, County Clerk, read a list of 12 citizens who signed in to support the ballot question. They represented the WEA, Crystal Bay Casino, Siena Hotel Spa Casino, Sands Regency Casino Hotel, Tamarack Junction, Club Cal Neva and Gold Dust West. The list was placed on file with the Clerk.

Commissioner Galloway disclosed his wife was a teacher employed by the Washoe County School District (WCSD). He asked legal counsel whether he could discuss or vote on the item, which potentially involved teachers' salaries. Melanie Foster, Legal Counsel, indicated he could vote because he was not taking action that would directly increase his wife's salary, but was voting to put the issue before the public and the Legislature for action. Commissioner Galloway disclosed having met with Ms. Cartlidge and Mr. Alonso, and having received numerous emails on the subject. He expressed concern that the 13 percent cap was not incorporated into the text of the advisory question, and asked whether the Board could give direction if they voted to put the initiative on the ballot. Ms. Foster stated, because the language of the question and its explanation had already been acted on by Clark County, it was too late for Washoe County to take action to change the text. She said the 13 percent cap was mentioned in the explanation and the pro and con arguments that were yet to be drafted could also mention the cap. She explained the question was advisory and, if passed by the voters, the Legislature would receive the entire text of the question and its explanation. Commissioner Galloway confirmed with Ms. Foster that, if the Board approved placement of the advisory question on the ballot, the explanation referring to the 13 percent tax cap would be included in the materials presented to the voting public.

Chairman Larkin asked Ms. Cartlidge whether she represented all members of the gaming industry. Ms. Cartlidge replied the Coalition for the Advancement of Education in Nevada was made up of some gaming industry leaders, including Station Casinos, Wynn Resorts, Paris Las Vegas and others identified during public comment, but did not include everyone in the gaming industry. She indicated she represented Harrah's. Chairman Larkin pointed out the Board voted against placing a previous initiative on the ballot and wondered why they should approve this one. Ms. Cartlidge stated she was not familiar with the other ballot issue. She noted all of the children in all of the classrooms in Nevada were affected and the proponents felt it was important to get the question out to the voters. Chairman Larkin observed the ballot question would be placed before all voters, those with school-age children and those without. Chairman Larkin questioned whether there was any language to clarify what was

meant by student achievement and/or how the money would be spent. Ms. Warne said the description of student achievement was intentionally broad because each school district was allowed to decide what was best for their students. She explained funds went to different school districts based on student enrollment, and determinations would be made at the district level as to how to use the funds for student achievement. Chairman Larkin pointed out there was no ratio to determine the amount of funding for student achievement versus non-administrative salaries. Ms. Warne replied it would be left to the Legislature to work out such details. Chairman Larkin asked what assurances the proponents could provide that the ballot question would not be used as a proxy to increase the room tax beyond what was already authorized in Washoe County. Ms. Warne indicated it would depend on what was enacted into law during the 2009 Legislative session, but the proponents' intent was to increase the room tax by 3 percent with a cap at 13 percent. Chairman Larkin wondered if the proponents would be willing to go before the State Legislature to clarify their original intent if there were moves to go beyond the 13 percent cap. Ms. Warne assured him they would be willing to do that.

Chairman Larkin asked what the Commission should tell other groups, such as the firefighters, who might want a ballot initiative in the future. Ms. Warne stated she was not familiar with any of the previous groups and such a decision was best left to the Commissioners. Although the Clark County Commissioners voted unanimously to place the question on the ballot, Chairman Larkin noted they discussed the fact that the room tax was originally enabled for recreation and fair purposes. He said it presented the Commissioners with somewhat of a dilemma.

Commissioner Galloway reviewed some of the historical background, observing the NSEA initially circulated an initiative to raise gaming taxes until an alternative was offered by some of the casinos. Ms. Warne agreed that was correct. Commissioner Galloway asked what the chances would be for any future compromise between the teachers and the gaming industry if the question was not put before the voters. Ms. Warne indicated the NSEA would continue to move forward and work with the Legislature on a statutory initiative. She commented that the leaders in the gaming industry who partnered with the teachers' association all recognized the need to appropriately fund education in the State of Nevada. She emphasized the teachers would continue to work on every option until a funding source was found.

Commissioner Jung disclosed meeting with Ms. Carlidge and Mr. Sande. She pointed out it was her request to put the ballot initiative on as an addendum agenda item. She noted there would be much more revenue collected in Clark County because many parts of Washoe County were already at the 13 percent cap. She commended the gaming industry and the teachers' association for working together to reach a compromise. She said she received numerous emails and phone calls from people who were not associated with either the teachers' association or the gaming industry, but were very much in support of the initiative. She said there was a critical need within the community.

Commissioner Weber asked if the Board was allowed to give direction or voice concerns if they passed the initiative. Ms. Foster indicated committees would be appointed to write arguments for and against the question if it was approved by the Board, and the deadline for the Board to take action was one week away. She stated the text of the question, its explanation, and the arguments would be placed on the ballot if approved. Although Commissioners always had the ability to voice their concerns, she explained the language of the question could not be changed. She indicated the proponents were looking for consistency in both counties where the tax would be imposed.

Commissioner Weber disclosed having spoken with Matt, a representative from Wynn Resorts. She emphasized she was not in favor of imposing new taxes, and acknowledged the room tax was collected from visitors rather than residents. She pointed out there were higher room taxes in other places than what was being proposed. She hoped the words “shore up educators’ salaries” would not be used because they seemed to imply the Commissioners wanted to give educators a raise. Commissioner Weber stated that was not her position, but she believed the taxpayers should have an opportunity to decide. Ms. Warne pointed out that half of the educators who came into Nevada classrooms left before reaching five years of service because of low salaries, and salaries in Nevada were some of the lowest in the Country. She commented that highly qualified, well informed, enthusiastic teachers were keys to increasing student achievement. She said Washoe and Clark Counties began every school year with unfilled vacancies that were filled by substitute teachers. Commissioner Weber remarked that she had a difficult time with the philosophy and had received over 100 emails from people who were opposed to the initiative. She asked for clarification of the student achievement component and said she would feel more comfortable if she had more detail concerning how much money would go toward student achievement and salaries in each school district. Ms. Warne explained the funds would be distributed to all of the counties and school districts in Nevada based on student enrollment. She pointed out that most of the revenues used in Washoe County would actually be raised in Clark County because most of the Washoe County hotels and motels were already operating at the 13 percent cap. She could not specifically quantify how much money would come into Washoe County or how the money would be distributed. She indicated salaries were negotiated by each county as part of a collective bargaining process. She stated all student achievement issues were determined on a district level, but money might go to things such as after school tutoring, enrichment programs, remedial programs, or reading specialists.

Commissioner Weber believed there had been discussion of a room tax increase by the Reno-Sparks Convention and Visitors Authority (RSCVA) Board about a year and a half ago, with funds to go toward tourism. Ms. Cartlidge replied she had not been on the RSCVA Board at the time, but believed the RSCVA Board took action on a different question in January 2007. Commissioner Weber asked which properties in Washoe County would be impacted and whether anyone had talked to them. Ms. Cartlidge explained the City of Sparks was already at 13.5 percent. She indicated she had spoken with many in the industry who would be impacted and they approved of putting

the question on the ballot. She said there were some who were already over 13.5 percent that would not oppose the initiative.

Commissioner Humke confirmed with Ms. Warne that money to be raised in Washoe and Clark Counties would be sent back to the State for distribution to the local school districts. Ms. Warne clarified the intent was to use the money during the first biennium to address drastic cuts already made to the K-12 budget. In subsequent biennia, she said funds would go to a supplemental account so they could not supplant funding that was already established by the State. Commissioner Humke asked why the question was only on the ballot in two counties. Ms. Warne explained the intent was to impose a 3 percent increase with a cap at 13 percent for counties with populations of 300,000 or more. She clarified the tax would not be imposed in rural counties, although rural counties would be beneficiaries of the revenue. She emphasized the ballot question was advisory only and the 2009 Legislature could choose to deal with the rate of taxation in all of the counties.

Commissioner Jung questioned whether comparisons had been made between the salary costs to retain teachers versus those to recruit teachers. Ms. Warne did not have figures readily available, but noted there was a significant difference. Commissioner Jung suggested such information should be included in the materials provided to the public. She asked whether teachers' wages had kept pace with the cost of living in Nevada. Ms. Warne said they had not. Commissioner Jung wondered how difficult it was to recruit a brand new teacher out of college, and whether Nevada was comparable to other communities in terms of salary, lifestyle and cost of living. Ms. Warne remarked that, unfortunately, Nevada was not comparable. Commissioner Jung asked about the percentage within the budget for administrators versus K-12 teachers. Ms. Warne said she did not have the figures on hand. Commissioner Jung noted for the record that there was a huge difference between how much of the budget went to administrators versus the amount that went to teachers. She believed it was necessary to shore up base salaries for non-administrative personnel in order to retain and recruit teachers. Ms. Warne acknowledged that many teachers left the classroom to become administrators so they could move up in salary.

Commissioner Jung commended the proponents for their ability to navigate some treacherous waters in order to get a unanimous decision from the Clark County Commission. She said she fully supported the ballot question and believed it was crucial to the quality of life in the Truckee Meadows.

Commissioner Galloway emphasized the distinction between putting a question on the ballot and urging people to vote for it. He said he believed it was up to the people to decide, although there could be flaws in what the Legislature chose to do with the initiative. He indicated he would support placing the question on the ballot, but did not want to give the impression that he was urging people to vote for this or any other ballot initiative.

Chairman Larkin said these were extraordinary circumstances and it was necessary to take care of Nevada's educators to retain quality teachers. He reminded Ms. Warne of her assurance that her organization would voice opposition if there was a move to increase the room tax beyond 13 percent. Although he liked the language referring to non-administrative salaries, he expressed concern about the term "student achievement." He stated his belief that student achievement funds should be tied to performance measurements and declared he would be vocal in urging the Legislature to define "student achievement." Chairman Larkin said he did not want the initiative to compete with the bond issue to fund school facilities and he hoped distinctions would be made during the campaign for the ballot question. He stated he would support placing the question on the ballot.

Commissioner Weber commended the proponents for coming together. She indicated her daughter was a teacher in the WCSD and she had previously worked for the WCSD for more than ten years. Although she disagreed with some of the philosophical issues, Commissioner Weber said she would reluctantly support a motion to place the advisory question before the voters because it was for the betterment of the community and other counties that needed the help.

Commissioner Humke indicated the initiative represented a reasonable, broad-based approach resulting from one profession and one industry coming together. He stated he served on the RSCVA Board and was not sure they should be the final arbiter of how room tax funds were raised, although it was their job to determine how they should be spent. He disclosed discussions about the initiative with retired teachers Doug Bache and Chris Giunchigliani, and said he would support the measure.

Chairman Larkin disclosed meetings with John Sande, a legal representative for Harrah's Reno, and members of the Ascuaga family.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried, it was ordered that the Resolution set forth in Agenda Item 29 be approved and the Chairman be authorized to execute the Resolution. The Resolution for same is attached hereto and made a part of the minutes thereof.

### **DISCUSSION – AGENDA ITEMS 18 AND 19 – MANAGEMENT SERVICES**

Chairman Larkin reminded the Board they had seen presentations by the Regional Transportation Commission (RTC) for Agenda Items 18 and 19 at the June 17, 2008 Board of County Commissioners meeting. Gregory Krause, Executive Director of the RTC, assured Chairman Larkin there had been no changes to the proposed ballot questions since that time.

In response to the call for public comment, Richard Daly said he was in favor of both agenda items. He said there was a choice between paying now or paying

more later for the infrastructure and roads, which were matters of public safety. He urged support for placing both questions on the ballot in order to let the people decide.

Gary Schmidt expressed support for placing these and all advisory initiatives on the ballot. He indicated he would vote against the ballot questions at election time, but thought such matters should always be put before the public. Upon discussing the use of public funds to conduct community campaigns, he was warned by Chairman Larkin to stick to the agenda subject. He continued to speak and was expelled from the meeting.

**3:37 p.m.** The Board recessed while Mr. Schmidt was escorted out of the Commission Chambers.

**3:48 p.m.** The Board reconvened with Commissioner Humke temporarily absent.

Steven Brown, Chairman of the RTC Blue Ribbon Committee that studied transportation funding and recommended the two ballot questions under discussion, indicated funding sources were behind the curve due to terrible inflation. He explained one question was designed to protect the building budget from inflationary pressures and the second was a 1/8-cent sales tax increase to fund transportation. He pointed out the ballot question under Agenda Item 19, which dealt with the sales tax increase, was binding on the Board of County Commissioners if passed by the voters.

Commissioner Galloway requested a brief review as to the status of the questions since the previous presentation. Mr. Krause indicated the questions and analyses were the same, but the Resolutions were new. Commissioner Galloway said he was generally in favor of letting the public vote as long as they knew what they were voting on. He stated he had a problem with the wording of the question in Agenda Item 18 because there was nothing specific about indexing the gas tax to protect the building fund from inflationary pressures. He wondered what the RTC's response would be if State Legislators could not get enough votes to index the gas tax and decided to do something else. Mr. Krause noted the explanation attached to the ballot question was quite clear on this point, and the financial explanation also estimated annual increases based on projected inflation.

**3:52 p.m.** Commissioner Humke returned to the meeting.

If the voters passed the question, Commissioner Galloway asked Mr. Krause if he would be prepared to state that voter support was based on the explanation and did not imply carte blanche approval. Mr. Krause commented that was how it was perceived and understood by the RTC. Commissioner Galloway questioned why language about indexing the gas tax and protecting the building fund from inflationary pressures was not included in the wording of the ballot question itself. Mr. Krause commented that indexing was a complicated subject that was not always understood by the public. He said the intent of the RTC was to balance technical information with the overall intent of raising additional funds. Commissioner Galloway asked legal counsel

whether the Board could direct specific wording in the explanation if it approved placing the question on the ballot. Ms. Foster replied that changes in language could only be made to the Resolution. She stated the wording of the ballot question and its explanation would not change after adoption of the Resolution, although arguments for and against the question had not yet been written.

Commissioner Humke moved to approve the Resolutions in Agenda Items 18 and 19, and to authorize the Chairman to execute them. The motion was seconded by Commissioner Jung.

Commissioner Galloway moved to amend the motion by adding the following language after the word “(RTC)” in the ballot question for Agenda Item 18: “to protect building funds from inflationary pressures by adjusting the gas tax to account for increased building costs as these increases occur.” There was no second to the motion.

On call for the questions, Agenda Item 18 passed on a 4-1 vote with Commissioner Galloway voting “no,” and Agenda Item 19 passed unanimously.

**08-731            AGENDA ITEM 18 – MANAGEMENT SERVICES**

**Agenda Subject: “Recommendation from the Regional Transportation Commission to approve and execute a Resolution designated as the “2008 Streets and Highways Funding Advisory Question Resolution”, and thereby approve the submittal of an advisory question to the registered voters of Washoe County at the General Election on Tuesday, November 4, 2008. (All Commission Districts)”**

Please see above for the Board’s combined discussion and the public comment concerning Agenda Items 18 and 19.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Galloway voting “no,” it was ordered that Agenda Item 18 be approved and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**08-732            AGENDA ITEM 19 – MANAGEMENT SERVICES**

**Agenda Subject: “Recommendation from the Regional Transportation Commission to approve and execute a Resolution designated as the “2008 Public Transit Funding Question Resolution”; and thereby approve the submittal of a question to the registered voters of Washoe County at the General Election on Tuesday, November 4, 2008, that if approved by the voters, would obligate the Board to impose an additional 1/8 of one percent of general sales and use tax to be used for public transport. (All Commission Districts)”**

Please see above for the Board’s combined discussion and the public comment concerning Agenda Items 18 and 19.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 19 be approved and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**DISCUSSION – CONSENT AGENDA (ITEMS 5A THRU 5F(4))**

Commissioner Galloway observed that Agenda Item 5F(5) dealt with a 1/2-acre parcel that had a low assessment. He asked how steep the slope was and whether or not it was buildable. Dan St. John, Public Works Director, indicated the parcel was not buildable and he did not believe there was any legal access to it. He did not know the exact percentage of the slope.

The Board removed Item 5F(5) from the consent agenda to allow for separate consideration later in the meeting when Commissioner Galloway's question could be answered.

**08-733            AGENDA ITEM 5A – MINUTES**

**Agenda Subject: “Approve minutes for the Board of County Commissioners’ meetings of January 22, March 25, April 15 and June 10, 2008.”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 5A be approved.

**08-734            AGENDA ITEM 5B – FINANCE**

**Agenda Subject: “Approve and execute a Resolution levying tax rates for all Washoe County entities for the 2008/2009 Fiscal Year. (All Commission Districts)”**

There was no public comment on this item.

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

**08-735            AGENDA ITEM 5C – SHERIFF’S OFFICE**

**Agenda Subject: “Approve Sheriff’s Security Agreement between the County of Washoe, Washoe County Sheriff and Lake Tahoe Shakespeare Festival, to provide uniformed Deputy Sheriffs for security during the Lake Tahoe Shakespeare Festival, July 18, 2008 through August 24, 2008 [no fiscal impact to Washoe County,**

**estimated security costs of \$9,798 to be reimbursed by the Lake Tahoe Shakespeare Festival]; and if approved, authorize Chairman to execute Agreement. (Commission District 1)”**

There was no public comment on this item.

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

**08-736            AGENDA ITEM 5D – DEPARTMENT OF WATER RESOURCES**

**Agenda Subject: “Approve Amendment No. 1 to the Agreement for Consulting Engineering Services between CH2M Hill, Inc. and Washoe County dated February 13, 2007, to provide additional analysis for sewer treatment capacity and financial impact for the South Truckee Meadows Water Reclamation Facility Expansion Project [\$25,000]; and if approved, authorize Chairman to execute the Amendment. (Commission District 2)”**

Chairman Larkin said it was his understanding there was a request from the Cities of Reno and Sparks, who operated the sewer facility, to place sludge so that it was removable by truck. He hoped the consultant’s analytical process would account for increased fuel prices. Katy Singlaub, County Manager, indicated that was the intent, although the volatility of fuel costs made it difficult to do estimates and analysis.

There was no public comment on this item.

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

**08-737            AGENDA ITEM 5E(1) – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Reappoint Fran DeAvila as an At-Large member to June 30, 2010; temporarily designate the Virginia Foothills member position to an At-Large member position until 2010 and reappoint Peter B. Kaiser to that position to June 30, 2010; and, appoint Neil Upchurch as a Hidden Valley Homeowners Association representative to June 30, 2010 on the Southeast Truckee Meadows Citizen Advisory Board. (Commission District 2, Commissioner Humke)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 5E(1) be approved.

**08-738            AGENDA ITEM 5E(2) – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Reappoint David Harrison, reappoint Nancy Samon and appoint Patrick Cates as At-Large members to June 30, 2010, on the East Washoe Valley Citizen Advisory Board. (Commission District 2, Commissioner Humke)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 5E(2) be approved.

**08-739            AGENDA ITEM 5E(3) – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Reappoint Ginger Pierce as a Pleasant Valley member, appoint Ron Penrose as a Galena Forest/Southwest Pines member and appoint Robert Parker as an At-Large member to June 30, 2010; and, appoint Roy King as an At-Large Alternate to fill an unexpired term to June 30, 2009 on the Galena-Steamboat Citizen Advisory Board. (Commission District 2, Commissioner Humke)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 5E(3) be approved.

**08-740            AGENDA ITEM 5E(4) – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Approve Resolutions dissolving the Cold Springs Citizen Advisory Board and modifying the membership of, and creating membership areas for, the North Valleys Citizen Advisory Board; and if approved, authorize Chairman to execute same. (Commission Districts 3 and 5) To be heard before Agenda Item No. 5E(5).”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 5E(4) be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**08-741            AGENDA ITEM 5E(5) – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Appoint Scott Sarratt as a Cold Springs member to June 30, 2009 and Eric Arentz as a Cold Springs member to June 30, 2010; reappoint Earl Walling as a North Valleys member to June 30, 2010; and, appoint Keely Kapsoff as a North Valleys Alternate to June 30, 2009 and Frank Schenk as a Cold Springs Alternate to June 30, 2010, on the North Valleys Citizen Advisory Board.**

**(Commission District 5, Commissioner Weber) To be heard after Agenda Item No. 5E(4)."**

Commissioner Weber requested no appointment of the North Valleys Alternate for the time being. She stated, although the appointment would probably be made at a later date, she did not recall giving her input.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 5E(5) be approved with the exception of the appointment of Keeley Kapsoff as a North Valleys Alternate.

**08-742      AGENDA ITEM 5F(1) – PUBLIC WORKS DEPARTMENT**

**Agenda Subject: "Authorize request for bids for custodial services for the Downtown Reno Library located at 301 S. Center Street, Reno (Commission District 3) and the Sparks Library located at 1125 12<sup>th</sup> Street, Sparks (Commission District 4)."**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 5F(1) be authorized.

**08-743      AGENDA ITEM 5F(2) – PUBLIC WORKS DEPARTMENT**

**Agenda Subject: "Authorize request for bids for custodial services for the Liberty Center, 350 South Center Street, Reno (Commission District 3)."**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 5F(2) be authorized.

**08-744      AGENDA ITEM 5F(3) – PUBLIC WORKS DEPARTMENT**

**Agenda Subject: "Approve and execute a Juvenile Outreach Center Lease between the County of Washoe and the City of Reno for the continued use of space to operate the Juvenile Outreach Center at 3905 Neil Road, Reno for 48 months (retroactive July 1, 2008 through June 30, 2012), with the option of five successive renewal terms of four years each; [annual lease \$4,375.44 available in Juvenile Services cost center 127900-710600]. (Commission District 2)"**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 5F(3) be approved and executed.

**08-745            AGENDA ITEM 5F(4) – PUBLIC WORKS DEPARTMENT**

**Agenda Subject: “Adopt and execute a Resolution of Endorsement for the preliminary design of the Nevada Department of Transportation’s Northbound 395 Improvement Project. (All Commission Districts)”**

County Manager Katy Singlaub pointed out that staff had been asked to inquire of the Nevada Department of Transportation (NDOT) as to whether the project was threatened by State budget cuts. She said the project was threatened, which made the Board’s endorsement even more important.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 5F(4) be adopted and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**BLOCK VOTE**

The Board combined Agenda Items 6, 7, 8, 9, 11, 16 and 17 into a single block vote.

**08-746            AGENDA ITEM 6 – PUBLIC WORKS DEPARTMENT**

**Agenda Subject: “Recommendation to approve Amended and Restated Parking License between the County of Washoe and the Redevelopment Agency of the City of Reno for the purpose of extending the length of occupancy and amending the number of parking spaces utilized by the County at 135 N. Sierra Street, Reno (retroactively to March 1, 2008 through February 28, 2009); and if approved, authorize Chairman to execute same [annual expenditure \$123,600]. (Commission District 3)”**

There was no public comment on this item.

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

**08-747            AGENDA ITEM 7 – PUBLIC WORKS DEPARTMENT**

**Agenda Subject:** “Recommendation to approve the Cooperative (Local Public Agency) Agreement titled ‘Sun Valley Sidewalk and Bike Lanes Project’ between the County of Washoe (Public Works) and State of Nevada (Department of Transportation), for design, contract awards and project inspection [grant funds \$701,664]; and if approved, authorize the Chairman to execute the Agreement. (Commission District 5)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7 be approved, authorized and executed. The Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

**08-748            AGENDA ITEM 8 – MANAGEMENT SERVICES/COMMUNITY SUPPORT ADMINISTRATOR**

**Agenda Subject:** “Recommendation to accept the Low Income Housing Trust Funds Welfare Set Aside from the Nevada Housing Division [\$208,430]; approve 2009 Interlocal Agreement to Use Account for Low-Income Housing Welfare Set-Aside Funds by Washoe County between the County of Washoe and State of Nevada (Nevada Housing Division of the Department of Business and Industry) for 2008/09 Low Income Housing Trust Funds; and if approved, authorize Chairman to sign the Agreement (grant provides assistance to families and seniors in danger of becoming homeless or who are homeless and are in need of assistance with utilities, security deposits, rent or a mortgage payment) and authorize Finance to make the necessary adjustments. (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8 be accepted, approved and authorized. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**08-749            AGENDA ITEM 9 – MANAGEMENT SERVICES/COMMUNITY SUPPORT ADMINISTRATOR**

**Agenda Subject:** “Recommendation to approve and authorize the Chairman to sign an Amendment to the Grant Program Contract between the County of Washoe and the Reno-Sparks Gospel Mission for services at the Men’s Emergency Shelter, to extend the term of the Contract through September 30, 2008, increase the amount of the agreement by \$62,469 [for a total amount of \$234,279] and authorize Finance and Purchasing to make the necessary adjustments. (All Commission Districts)”

There was no public comment on this item.

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

**08-750            AGENDA ITEM 11 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Recommendation to accept a total of \$300,000 in cash donations from the Wilbur May Foundation (\$200,000 for Fiscal Year 2008/09 general operational support of the Wilbur D. May Center and \$100,000 in support of temporary exhibits at the Wilbur D. May Museum); and if accepted, direct Finance to make necessary budget adjustments. (Commission Districts 3 and 5)”**

On behalf of the Board, Commissioner Galloway thanked the Wilbur May Foundation for its generous donation. Commissioner Humke acknowledged the donation was just one of many contributions made by the Wilbur May Foundation.

There was no public comment on this item.

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

**08-751            AGENDA ITEM 16 – REGISTRAR OF VOTERS**

**Agenda Subject: “Recommendation to approve compensation rates for Election Workers for service at the polls on Election Day, as well as rate for use of personal cell phones for election matters for Election Workers, to include Washoe County Employees working at the polls [approximately \$310,000 for both elections]. All Commission Districts)”**

There was no public comment on this item.

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

**08-752            AGENDA ITEM 17 – MEDICAL EXAMINER/CORONER**

**Agenda Subject: “Recommendation to approve Contract Agreement for Services of Pathologists between the County of Washoe (Medical Examiner and Coroner’s Office) and Piotr Kubiczek, M.D. (sole source), for autopsy services/forensic pathology Fiscal Year 2008/09 (July 1, 2008-June 30, 2009) [not to exceed \$130,000]; and if approved, authorize Chairman to execute Contract Agreement. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 17 be approved, authorized and executed.

**08-753      AGENDA ITEM 15 – DISTRICT ATTORNEY’S OFFICE**

**Agenda Subject: “Action to request that City of Reno annex remaining portion of easement within already annexed territory to create a city-owned easement around portions of Parcels A and 1 of Record of Survey Map #5008 (105, 205 and 325 Foothill Road--a portion of the Sierra Manor Subdivision). (Commission District 2)”**

In response to the call for public comment, Mike Kealy indicated he was the representative for Frank and Julie Cadjew, the owners of property adjacent to the parcel under discussion. He referenced a letter objecting to the proposed action, which was sent to Assistant District Attorney Paul Lipparelli on behalf of his clients. He explained there was a bridle path running between the Cadjews’ parcel and a parcel owned by Horseshoe Bend Properties. He noted there was confusion about ownership of the bridle path and the District Attorney’s Office appeared to be uncertain as to whether it was County property. He related his clients’ position that the bridle path was dedicated for public use by virtue of its being placed on a subdivision map approved by the County in 1948. He referred to a 1951 Nevada Supreme Court decision wherein dedicated property was considered accepted whether or not a county took affirmative action, as long as it did not burden the county or require formal acceptance. He asserted the property was a bridle path and not a County road. Mr. Kealy said the County should not ask the City to annex property it did not own. If it was County property, he suggested the County should formally abandon it or consider his clients’ offer to purchase the property at its appraised market value. He indicated his clients could bring a suit for adverse possession if annexation were to take place, and asked the County not to request annexation until the ownership issue was resolved.

Jeff Codega spoke on behalf of Horseshoe Bend Properties and the McKenzie family. He pointed out the property was not really an easement, but was shown as a separate fee parcel where Vera Drive continued on as a 20-foot right of way. To date, he said the City of Reno had processed an abandonment of the area, along with annexation. He explained State law was in play when property was abandoned, and property dedicated by a subdivision did not go to the center line, as stated in the staff report. He suggested the property had been made a part of the McKenzies’ adjacent property. Mr. Codega acknowledged there was a quirk in State law that did not adequately address the situation. He requested the Commission approve staff’s recommendation and allow the City to annex the property in question, which would then be added to the McKenzies’ holdings. He stated the property was not needed for setbacks, but would be used for landscaping, drainage and minor grading improvements to the area.

Todd McKenzie identified himself as one of the owners of Horseshoe Bend, as well as McKenzie Properties. He alleged the Cadjews had not been in possession of the bridle path since 1976, as claimed by Mr. Kealy, but illegally paved over the bridle path during the preceding year without permits. He stated the Cadjews had been operating and collecting rent on something they did not own. He indicated Horseshoe Bend had a quit claim deed from Wells Fargo Bank – the only other potential owner of the property.

On behalf of Horseshoe Bend, Jeremy Nork stated there were only three conceivable owners of the property under discussion – the City of Reno, Washoe County or Wells Fargo Bank, the prior private owner. He indicated the McKenzies had obtained a quit claim deed from Wells Fargo, the City of Reno had disclaimed ownership, and the proposal before the Board was intended to resolve any remaining question of ownership. He asked the Commission to make clear in its motion that Washoe County was disclaiming ownership in the property and not just disclaiming an easement.

Commissioner Galloway noted the language in the agenda item referred to an easement and did not mention disclaiming any ownership interest. Mr. Nork clarified his concern that reference to an easement implied some ownership claim and he did not think that was the County's intent. Commissioner Galloway wondered how one could annex an easement without annexing the property itself. He asked the parties if they objected to continuation of the agenda item due to its complexity. Mr. Nork said he did not object and would be happy to provide additional information. Mr. Kealy agreed the status of the property needed more thorough discussion. Commissioner Galloway asked Mr. Kealy to briefly rebut comments made by Mr. McKenzie and his representatives. Mr. Kealy said the City of Reno had not abandoned the property, but had disclaimed interest in it. He noted there was a big difference between the two and suggested the City was uncomfortable with the concept of abandoning property they did not believe they owned. With respect to the center line rule, he indicated the statute only referred to county roads. Since the property was a bridle path, he believed the center line rule did not apply.

Commissioner Galloway asked legal counsel to review the agenda item to determine whether the language should be broadened before it was brought back for the Board's consideration at a later date. Melanie Foster, Legal Counsel, explained the District Attorney's office had been looking at the issue for ten years. She said the original subdivision map contained no language of dedication, and there had never been any acceptance of a dedication by Washoe County. Commissioner Galloway stated he wanted additional time to consider the issue. Ms. Foster indicated the County did not have the authority to disclaim ownership in the manner suggested and she did not believe Washoe County had any interest that could be abandoned. She agreed to request more information from Mr. Lipparelli, but commented it was not likely to change the advice of the District Attorney's Office.

Commissioner Humke said it appeared to him the Cadjews' interest had either been ignored or had not been taken into account. He noted Mr. Kealy's comments suggesting possible judicial action. He suggested continuing the agenda item as written

might not provide the best result because both sides seemed to feel the action was not properly titled. He suggested it would be interesting to offer the issue to the State Board of Bar Examiners as a real property question. He requested the District Attorney's Office either broaden or restyle the wording of the agenda item.

Commissioner Humke asked about the Cadjews' plans with respect to a possible claim of adverse possession. Mr. Kealy indicated it would depend on the County's determination as to whether or not they had an ownership interest. He stated his clients might elect to bring a civil action and he knew they had been exercising dominion over the property since at least 1986. He disagreed with Mr. Nork's assertion about the three possible owners other than his clients. Commissioner Humke wondered whether the Cadjews would be dissuaded from legal action if the County were to disclaim ownership interest. Mr. Kealy said they would not, and the County should either consider a purchase offer or start abandonment proceedings.

Chairman Larkin asked if there was any specific direction to the District Attorney's Office. Commissioner Humke requested that legal staff and Community Development consider all offers for disposal of the property. Ms. Foster wondered whether legal counsel should go through a title search process in order to determine whether there was an ownership interest the County could alienate. Commissioner Humke indicated it would be prudent to do that and said he was willing to accept additional advice from legal counsel about the language of the agenda item. Ms. Foster indicated she would be happy to work with Mr. Lipparelli to locate documentation and try to determine whether the County possessed something it could sell.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that no action be taken on the agenda item as proposed. Legal counsel was directed to bring back a restyled agenda item and to consider all offers for the property after conducting further research as to the County's ownership interest.

**4:29 p.m.** The Board convened as the Board of Fire Commissioners for the Sierra Fire Protection District with all members present.

**4:37 p.m.** The Board convened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District with all members present.

**4:43 p.m.** The Board reconvened as the Board of County Commissioners with all members present.

**08-754            AGENDA ITEM 5F(5) – PUBLIC WORKS DEPARTMENT**

**Agenda Subject:** “Declare Assessor’s Parcel No. 164-352-02 as surplus to Washoe County’s needs and authorize the Chairman to execute the Resolution of Declaration of Surplus; and further, schedule a Public Hearing on August 12, 2008 at 5:30 p.m. to consider an offer by an adjacent property owner, and allow any

**potential objections to this action [anticipated revenue \$6,500]. (Commission District 2)”**

Earlier in the meeting, Commissioner Galloway observed that Agenda Item 5F(5) dealt with a 1/2-acre parcel that had a low assessment. He asked how steep the slope was and whether or not it was buildable. Dan St. John, Public Works Director, said best estimates were that the parcel had a cross slope between 8 and 11 percent. He indicated, from that standpoint, the parcel could be developed. He emphasized there was no legal access to the parcel other than to come from Alexandra Lake Road, which would require construction of a driveway on a 75 to 100 percent slope. He stated the parcel was accessible through the neighbor’s adjoining property, and the neighbor was offering to buy the parcel. Commissioner Galloway said he would rely on Mr. St. John’s professional judgment.

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

**08-755            AGENDA ITEM 10 – REGIONAL PARKS AND OPEN SPACE**

**Agenda Subject: “Recommendation to approve and execute a Resolution Authorizing the Sale of 111.1 Acres (A Portion of Canepa Ranch) to the United States of America (Department of Agriculture – Forest Service) pursuant to NRS 277.050 [\$1,530,000]. (Commission District 5)”**

Katy Singlaub, County Manager, indicated there had been a plan in place for some time to sell the property to the U.S. Forest Service. She pointed out the County was retaining all water rights associated with the property, as well as over nine acres of land to develop trailheads and other amenities. She said the action would open up the land for public use.

Commissioner Weber asked whether the issue had been presented to the Verdi Citizen Advisory Board (CAB). Jennifer Budge, Park Planner, stated the Verdi CAB had not considered the item recently, but it had been presented to them many times over the last few years and they were very supportive. She noted the land use would not change, the area would remain open space, and the funds would allow for construction of a trailhead as well as the purchase of additional acreage along the Truckee River corridor.

Chairman Larkin wondered about the disposition of funds received. Ms. Budge indicated the Resolution would declare the County’s intent to sell the property as required under Nevada Revised Statutes (NRS). She said a public hearing would be scheduled for July 22, 2008 and the Board would direct staff at that time as to the sale of the property and the financial details. She confirmed it was the intent of the Regional Parks and Open Space Department to use the funds to enhance the area for trailheads and to acquire more property.

Commissioner Galloway said it was his understanding the proceeds were advanced from the WC-1 Bond Fund and money from the sale would have to go back to the Fund, which had a specific list of funding priorities. Under NRS, Ms. Budge clarified the proceeds from the sale had to go back to the General Fund before being transferred to the WC-1 Fund. Commissioner Galloway wondered if it would be appropriate to direct the net proceeds at this time. Ms. Budge indicated such action should take place on July 22nd, when direction would be given to enter into the actual agreements for sale of the property. Commissioner Weber emphasized the funds should be directed back to the Verdi area. Ms. Budge stated the funding came from a list of projects identified for the Truckee River Corridor on the WC-1 bond list and would go back to that category. Commissioner Galloway requested the July 22nd staff report provide information about where the sale proceeds might go, so the public would know the intent and the Board could give appropriate direction.

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

**08-756            AGENDA ITEM 12 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Introduction and first reading of an Ordinance amending provisions relating to Washoe County Code, Chapter 110, Article 218, Sun Valley Area, by adding a section that allows the secondhand sales use type outright in the neighborhood commercial regulatory zone in Sun Valley (Development Code Amendment Case Number DCA08-002). (Commission Districts 3 and 5) Continued from June 24, 2008 County Commission Meeting.”**

Commissioner Weber said she believed the Sun Valley Citizen Advisory Board supported the ordinance.

There was no public comment on this item.

Bill No. 1547, entitled, “**AN ORDINANCE AMENDING PROVISIONS RELATING TO WASHOE COUNTY CODE, CHAPTER 110, ARTICLE 218, SUN VALLEY AREA, BY ADDING A SECTION THAT ALLOWS THE SECONDHAND SALES USE TYPE OUTRIGHT IN THE NEIGHBORHOOD COMMERCIAL REGULATORY ZONE IN SUN VALLEY (DEVELOPMENT CODE AMENDMENT CASE NUMBER DCA08-002)**” was introduced by Commissioner Weber, the title read to the Board and legal notice for final action of adoption directed.

**Agenda Subject:** “Introduction and first reading of an Ordinance amending provisions relating to Washoe County Code, Chapter 110, Article 206, High Desert Area; Article 210, South Valleys Area; Article 216, Spanish Springs Area; Article 222, Truckee Canyon Area; Article 302, Allowed Uses; Article 306, Allowed Uses and Structures; Article 314, Manufactured Home Parks; Article 316, Recreational Vehicle Parks; Article 324, Communication Facilities; Article 332, Aggregate Facilities; Article 334, Mining; Article 418, Significant Hydrologic Resources; Article 436, Street Design Standards; Article 504, Sign Regulations; Article 810, Special Use Permits, by substituting Board of Adjustment review of special use permits for Planning Commission review where the Planning Commission is enumerated as the reviewing body, and other matters relating thereto (DCA08-005). (All Commission Districts)”

Mike Harper, Planning Manager, explained the proposed action was part of a budget reduction plan and would help to reduce the number of meetings by transferring the review process for special use permits from the Planning Commission to the Board of Adjustment (BOA).

Chairman Larkin confirmed with Mr. Harper the change did not reduce the Planning Commission’s scope or authority. Mr. Harper pointed out the BOA typically spent time on quasi-judicial issues and their review of special use permits was more appropriate under the Nevada Revised Statutes (NRS).

Commissioner Galloway questioned whether the action would allow certain things to be done by right that previously required a special use permit. Mr. Harper said no changes were made to the types of uses requiring a permit and the only action being recommended was a change in the reviewing body.

Commissioner Galloway requested clarification of the process with respect to the mining industry. Mr. Harper replied the County reviewed all mining applications as special use permits in order to look at their impacts and, on federal land, to incorporate federal requirements into the use permit. Commissioner Galloway wondered whether the change would allow mining uses in any areas where they were not previously allowed other than by some type of permit process. Mr. Harper stated there were no mining operations allowed by right in any part of the County and they all required a special use permit. Commissioner Galloway expressed concern about the possibility of changes to tables of uses that would allow something by right that previously required a special use permit. He questioned at what level such a change would trigger the need for an area plan review. Mr. Harper clarified that a code action was required to allow a use by right rather than by special use permit or vice versa. Commissioner Galloway confirmed with Mr. Harper that it would still be up to the Commissioners to do what they were doing now. He characterized the proposed changes as procedural and not substantive with respect to what uses might or might not be allowed.

Commissioner Humke thanked staff for the distinction between the Planning Commission and the BOA on page four of the staff report, which he said was very helpful. He asked how many variance applications were generally received on a monthly basis. Kim Robinson, Manager of Current Planning, indicated approximately one to two applications were received monthly. She explained variance applications received by Community Development had to be reviewed by staff and heard by the BOA within 65 days. Commissioner Humke wondered about appeals to a hearing officer's ruling. Ms. Robinson said appeals were made to the Board of County Commissioners. Commissioner Humke asked whether the change might result in an increased number of appeals before the County Commissioners. Mr. Harper believed the hearing examiner process might actually reduce the number of appeals because the quasi-judicial process was more convenient for citizens and hearing officers were professionals who were educated in the planning process. He cited the use of hearing examiners in states such as Oregon and Washington, which led to a significant reduction in the number of appeals to elected bodies and significantly increased the ability to defend those few actions that were brought to court. Commissioner Humke commented a large number of appeals were the result of citizens believing they had not been fully heard or listened to. He asked how Community Development would monitor such things as fairness and people skills if they were to use hearing examiners. Mr. Harper said he would expect the Board to hold staff responsible for bringing reports back on a periodic basis. He reminded the Commissioners that decisions related to use permits and variances were fact-based, similar to the level of judicial review that a court or a judge would follow. He cautioned there was a statutory distinction between the rules applied to a hearing examiner for the proposed nuisance process (NRS 233B) and the rules applied for the hearing officer under this item (NRS 278). He stated there would be an additional item brought back before the Board to approve engagement of a hearing examiner and establishment of hearing rules. Mr. Harper pointed out the hearing examiner process was now used by Clark County and had been used for some time by the Tahoe Regional Planning Agency.

Commissioner Weber questioned why Gerlach was not listed in the description of the agenda item. Mr. Harper indicated Gerlach was included in the High Desert Planning Area. Commissioner Weber asked whether the Gerlach CAB had given any input. Mr. Harper stated the change had been circulated to all of the CAB's and no comments were received. Commissioner Weber noted the Gerlach community was working on updating the High Desert Area Plan and she wanted to make sure they had an opportunity to give input before voting to adopt any changes. Mr. Harper replied that the staff member who went to the Gerlach CAB meetings was specifically asked to bring the issue up. He indicated he would be meeting with the Gerlach CAB Chair and would bring up the issue one more time.

Commissioner Galloway observed the Planning Commission would retain responsibility for master plan amendments, subdivision maps and land use changes. Mr. Harper added there were some special use permits that were required under State law to be reviewed by the Planning Commission, such as the manufacturing of explosives. He said the review of any special use permit related to projects of regional significance as

identified in the Regional Plan would still be reviewed by the Planning Commission. He pointed out the Planning Commission also reviewed the changes proposed under the ordinance and recommended approval by the Board of County Commissioners.

There was no public comment on this item.

Bill No. 1557, entitled, “AN ORDINANCE AMENDING PROVISIONS RELATING TO WASHOE COUNTY CODE, CHAPTER 110, ARTICLE 206, HIGH DESERT AREA; ARTICLE 210, SOUTH VALLEYS AREA; ARTICLE 216, SPANISH SPRINGS AREA; ARTICLE 222, TRUCKEE CANYON AREA; ARTICLE 302, ALLOWED USES; ARTICLE 306, ALLOWED USES AND STRUCTURES; ARTICLE 314, MANUFACTURED HOME PARKS; ARTICLE 316, RECREATIONAL VEHICLE PARKS; ARTICLE 324, COMMUNICATION FACILITIES; ARTICLE 332, AGGREGATE FACILITIES; ARTICLE 334, MINING; ARTICLE 418, SIGNIFICANT HYDROLOGIC RESOURCES; ARTICLE 436, STREET DESIGN STANDARDS; ARTICLE 504, SIGN REGULATIONS; ARTICLE 810, SPECIAL USE PERMITS, BY SUBSTITUTING BOARD OF ADJUSTMENT REVIEW OF SPECIAL USE PERMITS FOR PLANNING COMMISSION REVIEW WHERE THE PLANNING COMMISSION IS ENUMERATED AS THE REVIEWING BODY, AND OTHER MATTERS RELATING THERETO (DCA08-005)” was introduced by Commissioner Galloway, the title read to the Board and legal notice for final action of adoption directed.

**08-758            AGENDA ITEM 13 – COMMUNITY DEVELOPMENT**

**Agenda Subject:** “Introduction and first reading of an Ordinance amending provisions relating to Washoe County Code Chapter 110, Article 222, by amending Section 110.222, Truckee Canyon Area adding a “Wadsworth Commercial Corridor”. The corridor shall consist of those parcels having frontage on State Route (SR) 427, that are east of the Truckee River, west of the County line and south of SR 427; and to allow Equipment Repair and Sales use type with the approval of a special use permit by the Washoe County Planning Commission within the Medium Density Suburban (MDS) regulatory zone within the Wadsworth Commercial Corridor; and other matters relating thereto (DCA08-003). (Commission District 4)”

Grace Jensen, Planner, conducted a PowerPoint presentation, which was placed on file with the Clerk. In order to comply with the development code amendment approved by the Board under Agenda Item 14, she requested Item 13 be amended to substitute the Board of Adjustment (BOA) as the reviewing body in place of the Planning Commission. She indicated the East Truckee Canyon Citizen Advisory Board (CAB) and the Planning Commission recommended approval of the code change.

Bill No.1558, entitled, “AN ORDINANCE AMENDING PROVISIONS RELATING TO WASHOE COUNTY CODE CHAPTER 110, ARTICLE 222, BY AMENDING SECTION 110.222, TRUCKEE CANYON AREA ADDING A

**“WADSWORTH COMMERCIAL CORRIDOR”. THE CORRIDOR SHALL CONSIST OF THOSE PARCELS HAVING FRONTAGE ON STATE ROUTE (SR) 427, THAT ARE EAST OF THE TRUCKEE RIVER, WEST OF THE COUNTY LINE AND SOUTH OF SR 427; AND TO ALLOW EQUIPMENT REPAIR AND SALES USE TYPE WITH THE APPROVAL OF A SPECIAL USE PERMIT BY THE WASHOE COUNTY PLANNING COMMISSION WITHIN THE MEDIUM DENSITY SUBURBAN (MDS) REGULATORY ZONE WITHIN THE WADSWORTH COMMERCIAL CORRIDOR; AND OTHER MATTERS RELATING THERETO (DCA08-003)”** was introduced by Chairman Larkin, the title read to the Board and legal notice for final action of adoption directed.

**08-759            AGENDA ITEM 20 – MANAGEMENT SERVICES/GOVERNMENT AFFAIRS**

**Agenda Subject:** “Discussion and direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County, or issues arising out of the special legislative session.”

Katy Singlaub, County Manager, indicated the item was placed on the agenda just in case, but nothing specific had come out of the Special Legislative Session that needed the Board’s attention.

Chairman Larkin pointed out the Board had now authorized four ballot measures and he wanted to make sure the Manager’s Office was keeping track of them. Ms. Singlaub assured the Chairman her office was keeping track. She stated notices had been sent to a couple of departments asking for input regarding possible bill draft requests. She pointed out the legislative strategy team and contract lobbyists were meeting regularly.

Commissioner Jung requested a future agenda item to discuss real estate depreciation, an issue that also concerned other local entities.

Ms. Singlaub noted Child Protective Services and Juvenile Services had been exempted from State budget cuts during the Special Session of the Legislature, although there would be impacts in Senior Services and the Health Department. She indicated staff was compiling a full review of fiscal impacts to the County that would be brought back to the Board. She stated local governments were likely to be targeted during the 2009 Legislative Session in the form of shifting revenues or shifting responsibilities, and staff was quite concerned about the magnitude of the State’s budget shortfall.

**08-760            AGENDA ITEM 25 – REPORTS AND UPDATES**

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

Commissioner Galloway indicated the At-Large member of the Nevada Tahoe Regional Planning Agency (NTRPA) resigned. He explained the At-Large delegate was elected by the other six members of the NTRPA. He said there was concern about the effect of the resignation on the Shorezone Ordinance, which had been 20 years in the making and might soon be resolved. He stated it would be a problem if the Shorezone Ordinance were to fail by one vote. Commissioner Galloway requested the names of any interested parties who did not have conflict issues with respect to the Shorezone matter, just in case the position needed to be filled on an emergency basis.

Chairman Larkin congratulated John Ascuaga’s Nugget and the City of Sparks for their spectacular fireworks display on Independence Day.

Commissioner Weber reminded the public about the many Artown events scheduled throughout the month of July. She said she attended the final meeting of the Cold Springs Citizen Advisory Board, which had been incorporated into the North Valleys Citizen Advisory Board.

**08-761            AGENDA ITEM 23 (DEVELOPMENT AGREEMENT) – COMMUNITY DEVELOPMENT**

**Agenda Subject:** “Development Agreement Case No. DA06-004--Gannett Family Trust for Tentative Parcel Maps, Case No’s PM06-026, PM06-027 and PM06-028 located in the Warm Springs Specific Plan--Community Development. (Commission District 4): Consider adoption of Development Agreement Case No. DA06-004 for Gannett Family Trust for Tentative Parcel Maps, Case No’s. PM06-026, PM06-027 and PM06-028 located in the Warm Springs Specific Plan, being a part of the Warm Springs Planning Area, pursuant to Nevada Revised Statutes 278.0201 through 278.0207. (APN: 077-140-03)”

Chairman Larkin confirmed with Sandra Monsalve, Senior Planner, that there was nothing extraordinary about the agenda item as compared with similar items considered by the Board in the past.

**5:30 p.m.** Chairman Larkin opened the public hearing. There being no response to the call for public comment, the public hearing was closed.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that the Development Agreement in Agenda Item 23 be approved based on the three findings provided on page 3 of the staff report.

**08-762            AGENDA ITEM 23 (ORDINANCE) – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Development Agreement Case No. DA06-004--Gannett Family Trust for Tentative Parcel Maps, Case No’s PM06-026, PM06-027 and PM06-028 located in the Warm Springs Specific Plan--Community Development. (Commission District 4): Introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case No. DA06-004 for Tentative Parcel Maps Case No’s. PM06-026, PM06-027, and PM06-028 for Gannett Family Trust, as previously approved by the Washoe County Parcel Map Review Committee, and to provide for a second reading on July 22, 2008, and further authorize the Chairman to execute the final Development Agreement upon adoption of the Ordinance.”**

Bill No. 1559, entitled, “AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA06-004 FOR TENTATIVE PARCEL MAPS CASE NO’S. PM06-026, PM06-027, AND PM06-028 FOR GANNETT FAMILY TRUST” was introduced by Chairman Larkin, the title read to the Board and legal notice for final action of adoption directed.

**08-763            AGENDA ITEM 24 (DEVELOPMENT AGREEMENT) – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Development Agreement Case No. DA06-005 for Trust Company of America for Tentative Parcel Maps, Case No’s. PM06-031, PM06-032 and PM06-033 located in the Warm Springs Specific Plan (Commission District 4): Consider adoption of Development Agreement Case No. DA06-005 for Trust Company of America for Tentative Parcel Maps Case No’s. PM06-031, PM06-032, and PM06-033 located in the Warm Springs Specific Plan, being a part of the Warm Springs Planning Area, pursuant to Nevada Revised Statutes 278.0201 through 278.0207. (APN: 077-140-04)”**

**5:33 p.m.** Chairman Larkin opened the public hearing. There being no response to the call for public comment, the public hearing was closed.

On motion by Commissioner Humke, seconded by Commissioner Galloway, which motion duly carried, it was ordered that the Development Agreement in Agenda Item 24 be approved based on the three findings provided on page 3 of the staff report.

**08-764            AGENDA ITEM 24 (ORDINANCE) – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Development Agreement Case No. DA06-005 for Trust Company of America for Tentative Parcel Maps, Case No’s. PM06-031, PM06-032 and PM06-033 located in the Warm Springs Specific Plan (Commission District 4): Introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case No. DA06-005 for Tentative Parcel Maps Case No’s. PM06-031, PM06-032 and PM06-033 for Trust Company of America, as previously approved by the Washoe County Parcel Map Review Committee, and to provide for a second reading on July 22, 2008, and further to authorize the Chairman to execute the final Development Agreement upon adoption of the Ordinance.”**

Bill No. 1560, entitled, “AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NO. DA06-005 FOR TENTATIVE PARCEL MAPS CASE NO’S. PM06-031, PM06-032 AND PM06-033 FOR TRUST COMPANY OF AMERICA” was introduced by Commissioner Galloway, the title read to the Board and legal notice for final action of adoption directed.

**08-765            AGENDA ITEM 26 – CLOSED SESSION**

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

**5:37 p.m.**        On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried, it was ordered that the Board go to Closed Session per NRS 288.220 and the meeting be adjourned from the Closed Session.

\*       \*       \*       \*       \*       \*       \*       \*       \*

There being no further business to discuss, the meeting was adjourned from the closed session.

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**ROBERT M. LARKIN**, Chairman  
Washoe County Commission

**ATTEST:**

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

*Minutes Prepared by  
Lisa McNeill, Deputy County Clerk*

Summary - a resolution submitting an advisory question to the registered voters at the 2008 general election concerning a 3% room tax for education in Washoe County.

**A RESOLUTION TO PLACE AN ADVISORY QUESTION ON THE NOVEMBER 4, 2008 GENERAL ELECTION BALLOT PRESENTING THE QUESTION WHETHER THE NEVADA LEGISLATURE SHOULD IMPOSE AN ADDITIONAL HOTEL AND MOTEL ROOM TAX OF NOT MORE THAN THREE (3) PERCENT TO BE USED IN THE FIRST TWO (2) YEARS AFTER IMPOSITION TO AVOID CUTS IN THE FUNDING OF EDUCATION AND OTHER STATE PROGRAMS AND TO BE USED THEREAFTER TO INCREASE THE FUNDING OF K-12 EDUCATION, SPECIFICALLY TO IMPROVE STUDENT ACHIEVEMENT AND FOR SALARIES OF NON-ADMINISTRATIVE EDUCATIONAL PERSONNEL AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO**

**WHEREAS**, Washoe County (the "County"), in the State of Nevada (the "State"), was duly organized and created pursuant to Nevada Revised Statutes ("NRS") 243.340 and is operating as a county under NRS chapter 244 and the general laws of the State;

**WHEREAS**, the Washoe County Board of County Commissioners is authorized by NRS 293.482 to place advisory questions on the general election ballots;

**WHEREAS**, placing the following advisory question on the November 4, 2008 general election ballot will serve to advise the Nevada Legislature whether a majority of the Washoe County voters in that election support the imposition of a new room tax;

**WHEREAS**, the imposition of an addition room tax, if approved and enacted, does not affect any current room taxes imposed in the County and does not limit the ability of a local government entity in the county to impose additional room taxes if authorized by current law; and

**WHEREAS**, the proceeds of the tax would be directed to the state to offset the loss of tax revenue over the next two fiscal years from the downturn in the economy of the state and after that time will be used to increase funding for K-12 education, specifically to improve student achievement and for salaries of non-administrative personnel,

09-180

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

Section 1. The advisory question stated below (the "Question") shall be placed on the November 4, 2008 general election ballot.

Section 2. The County Clerk shall provide the County Registrar of Voters with a copy of the Question (including an explanation of the Question and a description of anticipated financial effect) substantially in the form as follows to be submitted to the registered voters of the County:

[Beginning of Form of Submission Clause and Other Ballot Information]

**THIS QUESTION IS ADVISORY ONLY**

**Do you support the imposition of an additional hotel and motel room tax of not more than 3 percent to be used in the first 2 years after imposition to avoid large cuts in the funding of education and other state programs and to be used thereafter to increase the funding of K-12 education, specifically to improve student achievement and for salaries of non-administrative educational personnel?**

**Explanation:**

This ballot question will serve to advise the Nevada Legislature of whether the majority of the voting public in this County would support the imposition of a new room tax. If this question is passed, an additional tax would be imposed on revenue from the rental of transient lodging (commonly known as a "room tax") anywhere within this County, including all cities and towns, on and after July 1, 2009. The amount of the additional tax imposed would vary depending on the sum of all the room taxes currently being imposed in each particular area, but would not exceed 3 percent in any area. If the sum of all current room taxes in a particular area is less than 13 percent, the amount of the additional room tax would be the difference between 13 percent and the sum of all current room taxes in that area, but not to exceed 3 percent. No additional room tax would be imposed in any area where the sum of all current room taxes is equal to or greater than 13 percent. The imposition of this additional room tax, if any, does not affect any current room taxes imposed in the county and does not limit the ability of a local government entity in the county to impose additional room taxes, if authorized by current law.

The proceeds of the tax would be directed to the State to offset the loss of tax revenue over the next two fiscal years from the downturn in the economy of this State, and after that time to increase the funding of K-12 Education, specifically to improve student achievement

08-730

and for salaries of non-administrative educational personnel. Those proceeds would not be used to replace or supplant any other available funding for schools.

The question is purely advisory and does not place any legal requirement on the County Commission, any member of the County Commission, any officer of the county or the Nevada Legislature.

**Argument Advocating the Question:** [To be provided by the committee advocating the Question.]

**Argument Opposing the Question:** [To be provided by the committee opposed to the Question.]

**Rebuttal to Argument Advocating the Washoe County Schools Question:** [To be provided by the committee opposed to the Question.]

**Rebuttal to Argument Opposing the Washoe County Schools Question:** [To be provided by the committee advocating the Question.]

**Description of Anticipated Financial Effect:**

The imposition of a new tax on the rental of transient lodging in the county would only affect those individuals that stay in transient lodging, such as hotels and motels. The average annual cost that is expected to be incurred by the affected taxpayer if the new tax is imposed would be approximately \$3.51 per night per room, assuming a tax rate of 3 percent and an average room rate of \$117.12. The financial impact on the taxpayer would depend on the current total room tax rate imposed in the location in the county where the rental of transient lodging occurred, as follows:

1. There would be no financial impact on individuals who stay in a location in the county where the current total room tax rate is equal to or greater than 13 percent.
2. In those locations in the county where the current total room tax rate is equal to or less than 10 percent, the room tax rate would increase by 3 percent. The cost of the rental of a room would increase by 3 percent of the price of the room, excluding any other taxes or fees imposed by a governmental entity. For example, if the price of the room were \$100, then the 3 percent tax would increase the cost of the room by \$3 per day the room is rented. A taxpayer who stays an average of two times per year with an average stay of three nights per visit in rooms subject to this additional 3 percent room tax with an average room rate of \$100 would pay an additional \$18 in room taxes in each year.
3. In those locations in the county where the current total room tax rate is

08.730

greater than 10 percent, but less than 13 percent, the room tax rate would increase by the difference between the current total room tax rate and the 13 percent maximum rate. The cost of the rental of a room would increase by this percentage multiplied by the price of the room, excluding any other taxes or fees imposed by a governmental entity. For example, if the current total room tax rate were 11 percent, then the room tax would increase by 2 percent. If the price of the room were \$100, then the 2 percent tax would increase the cost of the room by \$2 per day the room is rented. A taxpayer who stays an average of two times per year with an average stay of three nights per visit in rooms subject to this additional 2 percent room tax with an average room rate of \$100 would pay an additional \$12 in room taxes in each year.

If approved during the 2009 Legislative Session, the new room tax not to exceed 3 percent would become effective July 1, 2009, and would remain in effect until the statute is repealed. Any tax revenue generated in the county from the imposition of an additional room tax would be transferred to the State to offset the potential loss of General Fund revenue in the 2009-11 biennium (July 1, 2009 through June 30, 2011) and would be dedicated to increase the funding of K-12 Education, specifically to improve student achievement and for salaries of non-administrative educational personnel beginning in the 2011-2013 biennium (July 1, 2011 through June 30, 2013) and every biennium thereafter for as long as the statute remains in effect.

[End of Form of Submission Clause and Other Ballot Information]

Section 3. The County Manager is authorized to make insubstantial changes in the Question, the explanation and the information as are not inconsistent with this resolution prior to the Question being transmitted to the Registrar of Voters.

Section 4. The Registrar of Voters of the County shall follow the procedure required by state law with respect to appointment of committees to prepare arguments advocating and opposing approval of the Question.

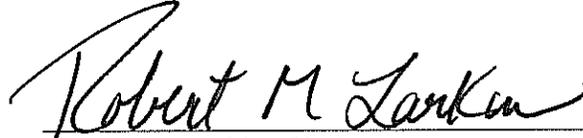
Section 5. The officers of the County are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 6. All orders, bylaws and resolutions, or parts thereof, in conflict with this Resolution, are hereby repealed. This repealer shall not be construed to revive any bylaw, order or resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. This Resolution shall be in effect from and after its adoption.

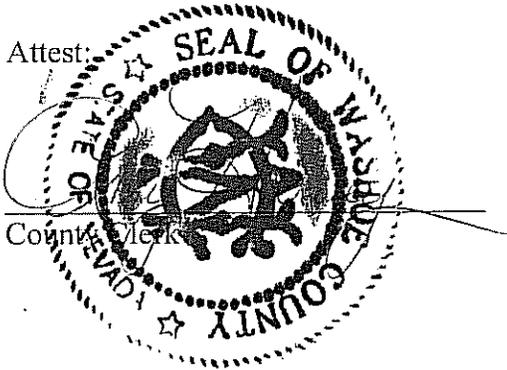
**PASSED, APPROVED AND ADOPTED** this July 8, 2008.



Robert M. Larkin, Chairman  
Board of County Commissioners  
Washoe County, Nevada

(SEAL)

Attest:



04-230

STATE OF NEVADA     )  
   ) ss.  
 COUNTY OF WASHOE    )

I am the duly elected, qualified and acting County Clerk of Washoe County (the "County"), Nevada, and ex officio Clerk of its Board of County Commissioners (the "Board"), and do hereby certify:

1. The foregoing pages constitute a true, correct and compared copy of a resolution adopted at a meeting of the Board held on July 8, 2008 (the "Resolution").

2. All members of the Board were given due and proper notice of such meeting and were present and voted on the Resolution as follows:

Those Voting Aye:	LARKIN
	WEBER
	Humke
	Galloway
	Jung
Those Voting Nay:	none
Those Absent:	none

3. Public notice of the meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpt from the agenda for the meeting relating to the Resolution, as posted at least 3 working days in advance of the meeting on the County's website and at:

- a. Washoe County Administration Complex  
1001 East Ninth Street, Bldg. A  
Reno, Nevada
- b. Washoe County Courthouse-Clerk's Office  
Virginia and Court Streets  
Reno, Nevada
- c. Washoe County Central Library  
301 South Center Street  
Reno, Nevada
- d. Sparks Justice Court

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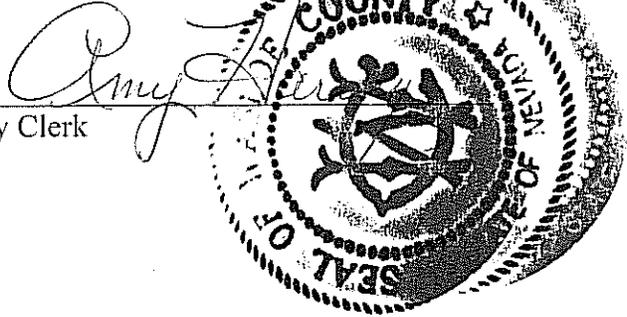
630 Greenbrae Drive  
Sparks, Nevada

is attached hereto as Exhibit A.

4. Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notice of meetings of the Board in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

IN WITNESS WHEREOF, I have hereunto set my hand this July 8, 2008

County Clerk



69-730

**EXHIBIT A**

(Attach Copy of Notice of Meeting)

09.730

**COUNTY COMMISSIONERS**

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

**COUNTY MANAGER**

Katy Singlaub

**ASSISTANT  
DISTRICT ATTORNEY**

Paul Lipparelli

**AGENDA**

**WASHOE COUNTY BOARD OF COMMISSIONERS**

**COMMISSION CHAMBERS - 1001 E. 9<sup>th</sup> Street, Reno, Nevada**

**July 8, 2008**

**2:00 p.m.**

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

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

**Public Comment** during the Commission Meeting on July 8, 2008 will be for all matters, both on and off the agenda, and be limited to two minutes per person. Additionally, public comment of two minutes per person will be heard during individual action items on the agenda. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment on that item at the Commission meeting.

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

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

Pursuant to NRS 241.020, the Agenda for the Commission Meeting has been posted at the following locations. Washoe County Administration Building (1001 E. 9<sup>th</sup> Street, Bldg. A), Washoe County Courthouse-Clerk's Office (Court and Virginia Streets), Washoe County Central Library (301 South Center Street) and Sparks Justice Court (630 Greenbrae Drive). At the meeting after salute to the flag and roll call, the Board of County Commissioners may vote on the following items as the Board and, ex-officio, as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District, as the Board of Directors for the Sierra Fire Protection District, and/or the Board of Trustees of either the Lawton/Verdi or South Truckee Meadows General Improvement Districts.

Support documentation for the items on the agenda, provided to the Washoe County Board of Commissioners is available to members of the public at the County Manager's Office (1001 E. 9<sup>th</sup> Street, Bldg. A, 2<sup>nd</sup> Floor, Reno, Nevada) and on the County's website at [www.washoecounty.us](http://www.washoecounty.us).

Unless otherwise indicated by asterisk (\*), all items on the agenda are action items upon which the Board of County Commissioners will take action.

The Washoe County Board of Commissioners may take a short break every 1 ½ hours.

- 2:00 p.m.**
- \*1. Salute to the flag.
  - \*2. Roll call.
  - \*3. Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.
  - \*4. Commissioners'/Manager's Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda. (No discussion among Commissioners will take place on this item.)
  5. Consent Items.
    - A. Approve minutes for the Board of County Commissioners' meetings of January 22, March 25, April 15 and June 10, 2008.
    - B. Approve and execute a Resolution levying tax rates for all Washoe County entities for the 2008/2009 Fiscal Year--Finance. (All Commission Districts.)
    - C. Approve Sheriff's Security Agreement between the County of Washoe, Washoe County Sheriff and Lake Tahoe Shakespeare Festival, to provide uniformed Deputy Sheriffs for security during the Lake Tahoe Shakespeare Festival, July 18, 2008 through August 24, 2008 [no fiscal impact to Washoe County, estimated security costs of \$9,798 to be reimbursed by the Lake Tahoe Shakespeare Festival]; and if approved, authorize Chairman to execute Agreement--Sheriff. (Commission District 1.)

ADDENDUM TO AGENDA OF THE WASHOE COUNTY BOARD OF  
COMMISSIONERS' MEETING OF JULY 8, 2008

- Item #29.** Consider taking action to approve and authorize the Chairman to sign a Resolution to place an advisory question on the November 4, 2008 General Election ballot regarding the imposition of an additional hotel and motel room tax of not more than 3% to be used initially to avoid cuts in the funding of education and other state programs and thereafter to increase the funding of K-12 Education, specifically to improve student achievement and for salaries of non-administrative educational personnel; or take other action as appropriate.

**RESOLUTION AUTHORIZING THE SALE OF 111.1 ACRES  
(A PORTION OF CANEPA RANCH) TO THE UNITED STATES OF AMERICA  
(DEPARTMENT OF AGRICULTURE - FOREST SERVICE)**

WHEREAS, Washoe County, a political subdivision of the State of Nevada, owns parcels of real property situated in the County of Washoe, APN'S [038-150-14, 038-150-21, 038-530-29, 038-530-42], commonly known as Canepa Ranch (portion); and

WHEREAS, The United States, through its Department of Agriculture-Forest Service, with authorization from the Secretary of Agriculture, has identified the real property as a priority for open space conservation, safeguarding the Humboldt-Toiyabe National Forest, outdoor recreation, and wildlife habitat preservation (the "Project"); and

WHEREAS, The United States has obtained funding authorization to acquire the property through the Southern Nevada Public Land Management Act for the Project; and

WHEREAS, The United States desires to purchase from Washoe County for purposes of the Project and Washoe County desires to sell to the United States for purposes of the Project a portion of the Canepa Ranch property (111.1 acres), more particularly described in Exhibit "A" attached hereto (the "Property"), which is essential to the Project; and

WHEREAS, The County and the United States are public agencies authorized under NRS 277.050 to enter into agreements exempt from the requirements of the public bidding process for the sale, lease or exchange of real property as described herein; and

WHEREAS, The Washoe County Department of Regional Parks and Open Space is recommending that it is in the best interests of the County and the public that the Property described in Exhibit A be sold at the Board of County Commissioners' meeting to be held either on July 22, 2008 or August 12, 2008, at 5:30 PM, pursuant to NRS 277.050 for a price as determined by a certified appraisal; and

WHEREAS, The purchase price shall be the appraised value of the Property as determined by a professional Real Estate Appraisal performed by Lee B. Smith, MAI, ARA of Lee B. Smith and Associates on February 7, 2008, which placed the total appraised fair market value of the Property in the amount of \$1,530,000.00; now, therefore, be it

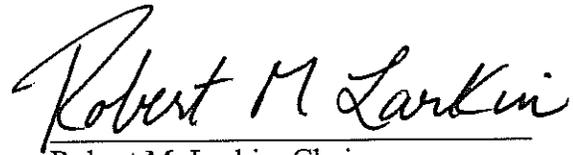
RESOLVED, That the Board of Washoe County Commissioners supports the needs of the United States Department of Agriculture-Forest Service to preserve the real property for a public benefit and purpose and, thus, hereby declares its intent to sell the subject Property to the United States for the certified appraised value in the amount of \$1,530,000.00 at a public meeting of the Board of County Commissioners on either on July 22, 2008 or August 12, 2008, at 5:30 PM.; and

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BE IT FURTHER RESOLVED, That the Property described in Exhibit A shall be sold "AS IS, WHERE IS" to the United States and that the Chairman shall, upon the affirmative vote of the Board, be authorized to execute a Purchase Option Contract and Warranty Deed conveying title to the Property to the United States.

This Resolution shall be effective on passage and approval.

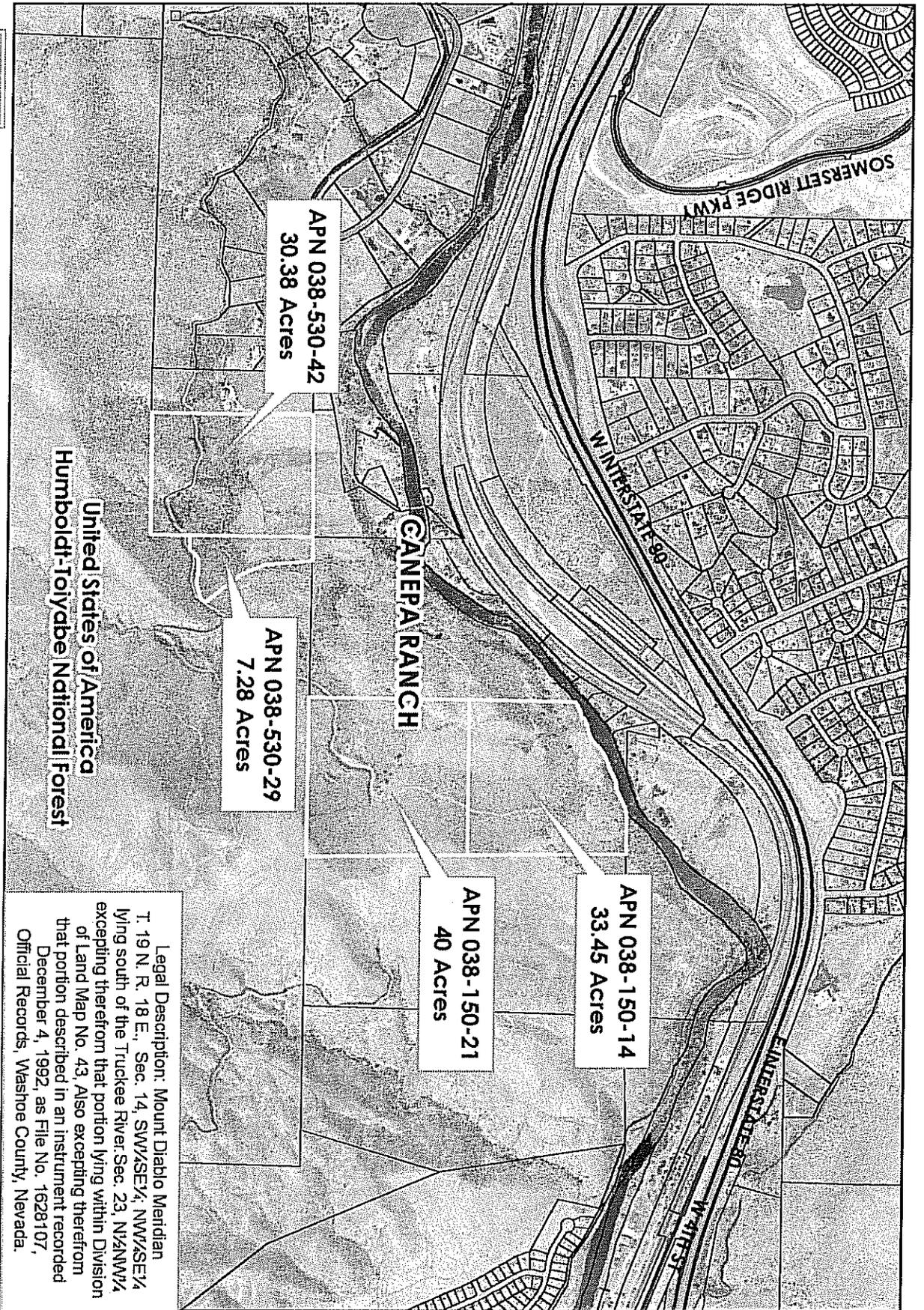
ADOPTED this 8th day of July 2008.



Robert M. Larkin, Chairman  
Board of Washoe County Commissioners



08-280



**EXHIBIT A**  
**CANEPA RANCH (portion)**  
**Washoe County Sale To United States (USDA-Forest Service)**

**RESOLUTION OF DECLARATION OF SURPLUS**

A RESOLUTION DECLARING APN 164-352-02 AS SURPLUS TO THE COUNTY'S NEEDS; CONSIDERATION OF AN OFFER BY AN ADJACENT PROPERTY OWNER; SCHEDULE OF A PUBLIC HEARING TO ALLOW FOR ANY OBJECTIONS TO THE DISPOSITION OF THE SUBJECT PROPERTY AND OTHER MATTERS PROPERLY RELATED THERETO

**WHEREAS**, Washoe County owns A certain parcel of real property in Washoe County, known as APN 164-352-02, Reno Nevada, legal description is shown on Exhibit A, (hereinafter referred to as "Subject Parcel"); and

**WHEREAS**, the subject parcel has been determined to be surplus to the County's needs due to its steep topography and lack of legal access to the parcel; and

**WHEREAS**, The Washoe County Board of Commissioners agrees to consider the transfer of the referenced parcel, (excluding any water rights appurtenant thereto) to the adjacent property owner, at a Public Hearing on the time and date shown below; and now, therefore, be it

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

1. The subject real property is not needed for the public purposes of the County and may be transferred to the adjacent property owner, if the Washoe County Board of Commissioners determine this action to be in the best interest of the County.
2. On August 26, 2008 at 5:30 PM, the Washoe County Board of Commissioners shall hold a public hearing in order to allow for any objections to this property action.
3. Upon approval by the Washoe County Board of Commissioners, the Chairman shall execute a quitclaim deed to transfer all right, title and interest to the adjacent property owner, on the terms and conditions established by the Board of County Commissioners.

h 56-26

ADOPTED this 8th day of July, 2008 by the following vote:

AYES: LARKIN-Weber-Galloway-Humke-Jung

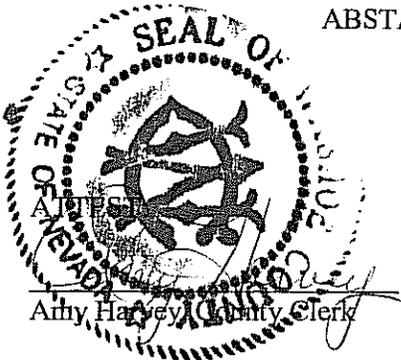
NAYS: \_\_\_\_\_

ABSENT: none

ABSTAIN: none

*Robert M Larkin*

Robert M. Larkin, Chairman  
Washoe County Commission



2008

**EXHIBIT A**

**LEGAL DESCRIPTION**

The land referred to is situated in the County of Washoe, State of Nevada, and is described as follows:

Beginning at an intersection of the North-South Quarter line of Section 32. Township 19 North. Range 20 East, M. D. B. & M., and the right or Southerly right of way line of the Mira Loma access road, said point being 100 feet right of an measured radially from the center line of the Mira Loma access road at Highway Engineer's Station "ML 1"27+20.71 P.O.C., said point more fully described as bearing South 0 degree 51'15" West, a distance of 2354.07 feet from the North quarter corner of said Section 32; thence South 0 degrees 51'15" West, along said quarter section line a distance of 206.83 feet to an intersection with Westerly boundary of Grantor's property; thence North 38 degrees 55' 45" west along said boundary line a distance of 509.10 feet; thence North 16 degreed 08'45" West along said boundary line a distance of 3.02 feet to an intersection with said right or Southerly right of way line of the Mira Loma access road; thence from a tangent which bears South 37 degrees 11' 56" Ease, Curving to the left along said right of way line, with a radius of 500 feet, through an angle of 44 degrees' 14' 14" an arc distance of 386.04 feet to the point of beginning; said parcel contains an area of .57 of an acre more or less.

The above metes and bounds description appeared previously in that certain instrument recorded in the office of the County Recorder of Washoe County, Nevada on March 21, 1978 as Document No. 523040, of Official Records.

02.754

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04.259

**RESOLUTION OF ENDORSEMENT**

**WHEREAS**, The State of Nevada, in cooperation with the Federal Highway Administration, the Department of Transportation, and Northern Nevada Regional Transportation Commission have conducted specific studies to determine the need and preferred alternative for constructing the auxiliary lanes and ramp improvements on US395/I580; and

**WHEREAS**, Nevada Revised Statues 408.250 provides that the Department of Transportation of the State of Nevada is authorized to do all things necessary to carry out the cooperation and programs contemplated by the Intermodal Surface Transportation Efficiency Act, its amendments and supplements pertaining to the design, location, construction and improvements of transportation facilities; and

**WHEREAS**, Nevada Revised Statues 408.403 provides that upon a resolution of the Board of Directors of the Nevada State Department of Transportation, the Department, under the provisions of Chapter 408, may lay out, establish, acquire, open, construct, reconstruct, improve, maintain, repair, regulate, vacate or abandon freeways with the approval of the Board of County Commissioners of the county in which a freeway is proposed; and

**WHEREAS**, The Director of the Nevada Department of Transportation has submitted the preliminary design to the Northern Nevada Regional Transportation Commission, the City of Reno, and Washoe County; and

**WHEREAS**, The proposed project to be reconstructed is located within the County of Washoe, Nevada, and the City of Reno, Nevada; and

**WHEREAS**, The traffic studies and preliminary design information identify the Northbound 395 Improvement Project as the preferred alternative for relieving traffic congestion in the northbound direction on US395/I580 between Moana Lane and I-80; now, therefore, be it

**RESOLVED**, That the Washoe County Board of County Commissioners does hereby endorse the preliminary design for the Northbound 395 Improvement Project pursuant to said NRS 408.403 herein.

Adopted this 8<sup>th</sup> day of July, 2008.

*Robert M Larkin*  
Robert M. Larkin, Chairman  
BOARD OF COUNTY COMMISSIONERS

ATTEST  
*[Signature]*  
Washoe County Clerk  
STATE OF NEVADA

597-100

5F(20)



**RESOLUTION**

WHEREAS, The Cold Springs Citizen Advisory Board was formed by the Washoe County Commission on April 14, 1998 to represent the citizens of the Cold Springs area;

WHEREAS, For purposes of efficiency and effectiveness in providing advice to the Washoe County Commission, the Commission finds that the Cold Springs Citizen Advisory Board should be merged with the North Valleys Citizen Advisory Board;

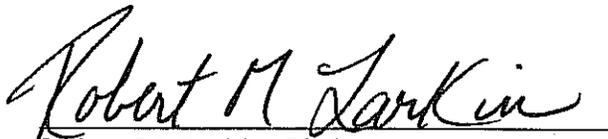
WHEREAS, Washoe County Code Section 5.435 provides that the Washoe County Commission may, by resolution, dissolve a citizen advisory board; and

WHEREAS, The Washoe County Commission finds that the Cold Springs Citizen Advisory Board is no longer needed for the purpose for which it was established; now, therefore, be it

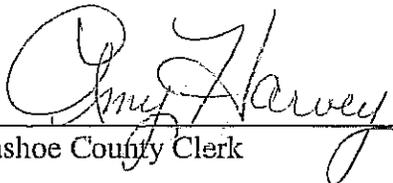
RESOLVED, BY THE BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA, That the Cold Springs Citizen Advisory Board is dissolved under the authority of Washoe County Code Section 5.435; and be it further

RESOLVED, that the Cold Springs Citizen Advisory Board is dissolved effective the date this Resolution is adopted.

ADOPTED this 8th day of July, 2008.

  
Robert M. Larkin, Chairman

ATTEST:

  
Washoe County Clerk



6-8-2008



**RESOLUTION**

WHEREAS, The North Valleys Citizen Advisory Board was formed by the Board of County Commissioners on July 13, 1982, and merged with the Lemmon Valley Citizen Advisory Board on June 16, 1987, to represent the citizens of the north valleys area of Washoe County;

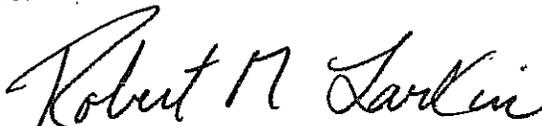
WHEREAS, For purposes of efficiency and effectiveness in providing advice to the Washoe County Commission, the Commission has dissolved the Cold Springs Citizen Advisory Board and finds it in the public interest to expand the membership of the North Valleys Citizen Advisory Board; now, therefore, be it

RESOLVED, BY THE BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA, That the North Valleys Citizen Advisory Board be restructured, as amended in the following paragraph, under the authority of Washoe County Code Section 5.429; and be it further

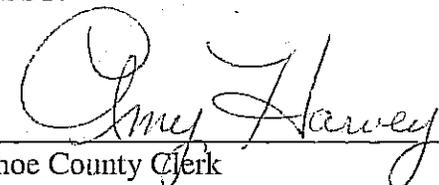
RESOLVED, That the area of the North Valleys CAB is expanded to include the Cold Springs area, as defined on the attached Map 1; that the membership of the North Valleys Citizen Advisory Board is amended to consist of six members and one alternate representing the North Valleys area, and two members and one alternate representing the Cold Springs area, with both area's members and alternates as recommended by the County Commissioner representing Commission District 5, and one member and one alternate representing the District 3 area, as recommended by the County Commissioner representing Commission District 3; that all members and alternates are appointed by the Board of County Commissioners; that membership areas are as defined on the attached Map 2; and, that all three alternate positions are to temporarily serve on the Citizen Advisory Board in the absence of any member representing their area, however the North Valleys Citizen Advisory Board chairman may designate any alternate to temporarily serve for any absent member should the need arise to maintain a quorum of the Board; and be it further

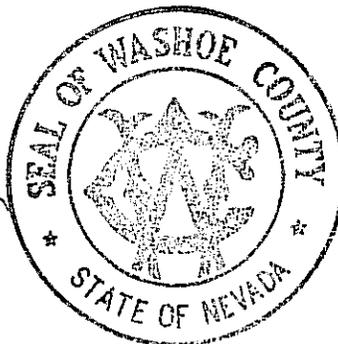
RESOLVED, that this amendment to the membership of the North Valleys Citizen Advisory Board become effective the date this Resolution is adopted.

ADOPTED this 8th day of July, 2008.

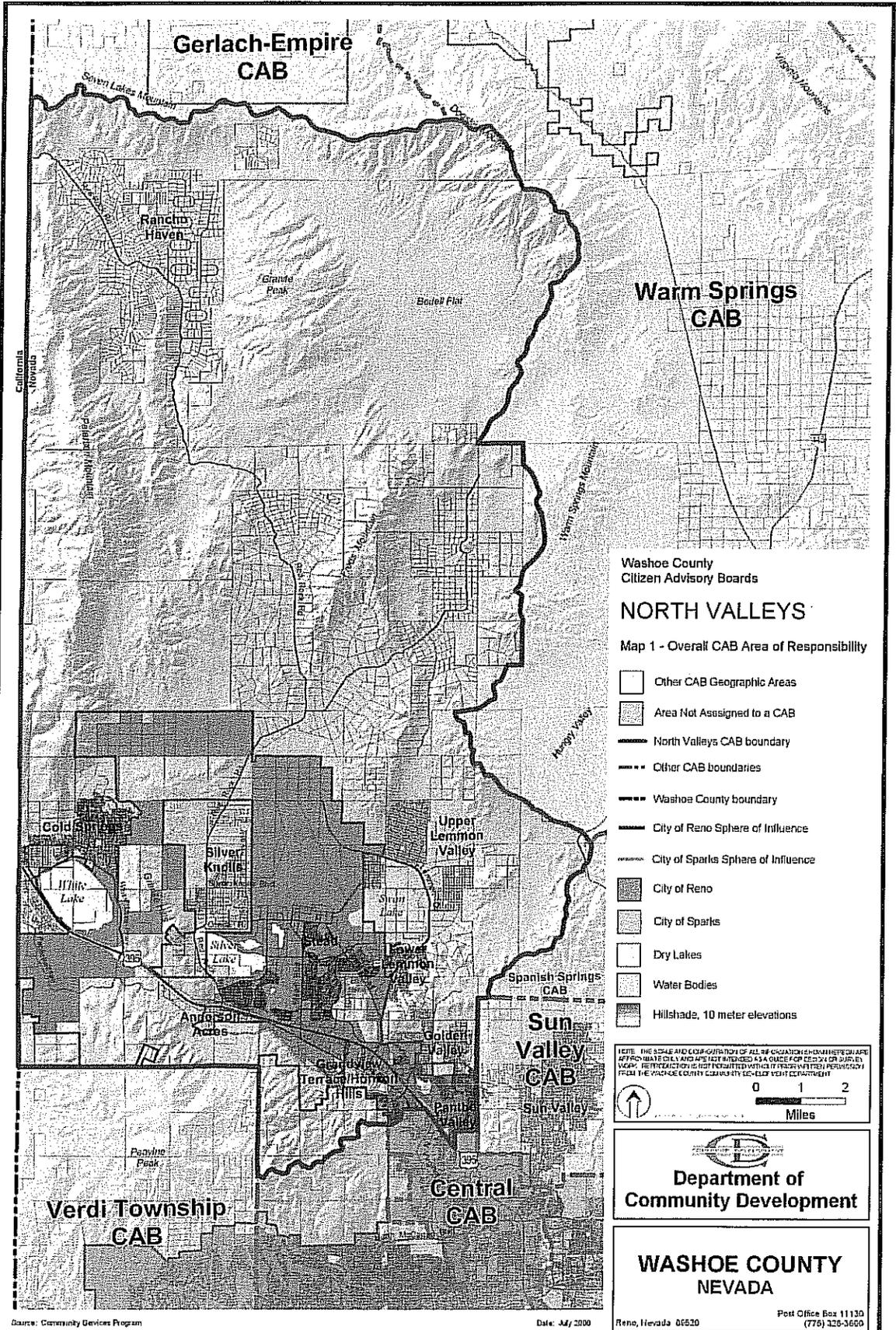
  
Robert M. Larkin, Chairman

ATTEST:

  
Washoe County Clerk



2008-07-08



Washoe County  
Citizen Advisory Boards

### NORTH VALLEYS

Map 1 - Overall CAB Area of Responsibility

- Other CAB Geographic Areas
- Area Not Assigned to a CAB
- North Valleys CAB boundary
- Other CAB boundaries
- Washoe County boundary
- City of Reno Sphere of Influence
- City of Sparks Sphere of Influence
- City of Reno
- City of Sparks
- Dry Lakes
- Water Bodies
- Hillshade, 10 meter elevations

NOTE: THE SCALE AND COORDINATION OF ALL OF LOCATION INFORMATION ARE APPROXIMATE ONLY AND NOT INTENDED AS A BASIS FOR DESIGN OR SURVEY WORK. RESPONSIBILITY IS NOT INCURRED WITH IT'S USE IN EITHER PERSPECTIVE FROM THE WASHOE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT.



  
**Department of  
Community Development**

**WASHOE COUNTY  
NEVADA**

Source: Community Devices Program

Date: July 2000

Reno, Nevada 89520

Post Office Box 11130  
(775) 326-3600

69-200



RESOLUTION LEVYING TAX RATES FOR ALL WASHOE COUNTY ENTITIES  
FOR THE 2008-2009 FISCAL YEAR

WHEREAS, the Nevada Tax Commission has certified the combined tax rates for the 2008-2009 fiscal year; and

WHEREAS, the Board of County Commissioners are required, pursuant to NRS 361.460, to levy the tax rates for all local government entities in Washoe County for the fiscal period beginning July 1, 2008, and to designate the number of cents of each \$100 of property levied for each fund; and

WHEREAS; to confirm to the Nevada Department of Taxation the tax rates levied, the Department of Taxation has requested county commissions to adopt the resolution levying the tax rates of all local entities pursuant to NRS 361.460 and forward a copy of the Resolution to the Department;

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Washoe County, Nevada, hereby levy the tax rates for all local government entities in Washoe County as such rates have been certified by the Nevada Tax Commission;

BE IT FURTHER RESOLVED, that the tax rates for all local government entities in Washoe County for the fiscal year 2008-2009 as certified and levied are shown on the attached exhibits; and

BE IT FURTHER RESOLVED, that the tax rate for Washoe County be designated and distributed for each fund as shown on the attached exhibits; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to distribute copies of this Resolution along with all attachments to the Nevada Department of Taxation, the Cities of Reno and Sparks, the Truckee Meadows Fire Protection District, the Sierra Fire Protection District, the Washoe County Treasurer, the Comptroller, and the Finance Director.

Adopted this 8<sup>th</sup> day of July, 2008.

*Robert M. Lovkin*  
Chairman, Washoe County Commission

Attest:



08-034

WASHOE COUNTY  
2008-2009  
COMBINED TAX RATES

WASHOE COUNTY			
STATE OF NEVADA			.1700
WASHOE COUNTY	1.3394		
COUNTY DEBT SERVICE	.0523		
GENERAL SCHOOL	.7500		
SCHOOL DEBT SERVICE	.3885		
TOTAL COUNTY RATE			<u>2.5302</u>
TOTAL COMBINED RATE			<b>2.7002</b>
<b>CITY OF RENO</b>			
			<b>AREA: 1000</b>
RENO GENERAL	.8943		
DEBT SERVICE	.0513		
RENO CITY TAX			.9456
STATE OF NEVADA			.1700
COUNTY RATE			<u>2.5302</u>
TOTAL COMBINED RATE			<b>3.6458</b>
<b>CITY OF RENO - T.M.U.W.B.</b>			
			<b>AREA: 1005</b>
RENO GENERAL	.8943		
DEBT SERVICE	.0513		
RENO CITY TAX			.9456
STATE OF NEVADA			.1700
TRUCKEE MEADOWS U.W.B.			.0005
COUNTY RATE			<u>2.5302</u>
TOTAL COMBINED RATE			<b>3.6463</b>
<b>CITY OF RENO - VERDI T.V.</b>			
			<b>AREA: 1011</b>
RENO GENERAL	.8943		
DEBT SERVICE	.0513		
RENO CITY TAX			.9456
STATE OF NEVADA			.1700
VERDI T.V.			.0000
COUNTY RATE			<u>2.5302</u>
TOTAL COMBINED RATE			<b>3.6458</b>
<b>CITY OF RENO - BOCA WATER, VERDI T.V.</b>			
			<b>AREA: 1012</b>
RENO GENERAL	.8943		
DEBT SERVICE	.0513		
RENO CITY TAX			.9456
STATE OF NEVADA			.1700
BOCA WATER			.0000
VERDI T.V.			.0000
COUNTY RATE			<u>2.5302</u>
TOTAL COMBINED RATE			<b>3.6458</b>
<b>CITY OF RENO - T.M.U.W.B. - BOCA WATER</b>			
			<b>AREA: 1015</b>
RENO GENERAL	.8943		
DEBT SERVICE	.0513		
RENO CITY TAX			.9456
STATE OF NEVADA			.1700
TRUCKEE MEADOWS U.W.B.			.0005
BOCA WATER			.0000
COUNTY RATE			<u>2.5302</u>
TOTAL COMBINED RATE			<b>3.6463</b>
<b>CITY OF RENO - TRUCKEE MEADOWS U.W.B. - VERDI T.V.</b>			
			<b>AREA: 1016</b>
CITY OF RENO	.8943		
DEBT SERVICE	.0513		
RENO CITY TAX			.9456
STATE OF NEVADA			.1700
TRUCKEE MEADOWS U.W.B.			.0005
VERDI T.V.			.0000
COUNTY RATE			<u>2.5302</u>
TOTAL COMBINED RATE			<b>3.6463</b>

08-721

WASHOE COUNTY  
2008-2009  
COMBINED TAX RATES

CITY OF RENO - TRUCKEE MEADOWS U.W.B. - VERDI T.V.		<b>AREA: 1017</b>
CITY OF RENO	.8943	
DEBT SERVICE	.0513	
	RENO CITY TAX	.9456
STATE OF NEVADA		.1700
TRUCKEE MEADOWS U.W.B.		.0005
VERDI T.V.		.0000
COUNTY RATE		2.5302
BOCA WATER		<u>.0000</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6463</b>
CITY OF RENO - REDEVELOPMENT DISTRICT 2		<b>AREA: 1025</b>
CITY OF RENO	.8943	
DEBT SERVICE	.0513	
	RENO CITY TAX	.9456
STATE OF NEVADA		.1700
TRUCKEE MEADOWS U.W.B.		.0005
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6463</b>
CITY OF RENO - REDEVELOPMENT DISTRICT 2		<b>AREA: 1031</b>
CITY OF RENO	.8943	
DEBT SERVICE	.0513	
	RENO CITY TAX	.9456
STATE OF NEVADA		.1700
VERDI T.V.		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6458</b>
CITY OF RENO - REDEVELOPMENT DISTRICT 2		<b>AREA: 1035</b>
CITY OF RENO	.8943	
DEBT SERVICE	.0513	
	RENO CITY TAX	.9456
STATE OF NEVADA		.1700
TRUCKEE MEADOWS U.W.B.		.0005
BOCA WATER		<u>.0000</u>
COUNTY RATE		2.5302
<b>TOTAL COMBINED RATE</b>		<b>3.6463</b>
CITY OF RENO - LEMMON VALLEY		<b>AREA: 1040</b>
RENO GENERAL	.8943	
DEBT SERVICE	.0513	
	RENO CITY TAX	.9456
STATE OF NEVADA		.1700
LEMMON VALLEY U.W.B.		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6458</b>
RENO REDEVELOPMENT AGENCY, T.M.U.W.B.		<b>AREA: 1055</b>
RENO REDEVELOPMENT & INCREMENT		<b>3.6463</b>
RENO DOWNTOWN/POLICE DISTRICT, T.M.U.W.B., REDEVELOPMENT		<b>AREA: 1155</b>
CITY OF RENO	.8943	
DEBT SERVICE	.0513	
	RENO CITY TAX	.9456
STATE OF NEVADA		.1700
COUNTY RATE		2.5302
TRUCKEE MEADOWS U.W.B.		.0005
R/R POLICE DISTRICT (SPECIAL ASSESSMENT)		<u>.0000</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6463</b>

08-734

WASHOE COUNTY  
2008-2009  
COMBINED TAX RATES

RENO DOWNTOWN MAINTENANCE/POLICE DISTRICT, T.M.U.W.B. REDEVEL.		<b>AREA: 1157</b>
CITY OF RENO	.8943	
DEBT SERVICE	.0513	
	RENO CITY TAX	.9456
STATE OF NEVADA		.1700
COUNTY RATE		2.5302
R/R MAINTENANCE TAX (SPECIAL ASSESSMENT)		.0000
TRUCKEE MEADOWS U.W.B.		.0005
R/R POLICE DISTRICT (SPECIAL ASSESSMENT)		<u>.0000</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6463</b>
RENO REDEVELOPMENT/POLICE DISTRICT, BOCA WATER, T.M.U.W.B.		<b>AREA: 1165</b>
CITY OF RENO	.8943	
DEBT SERVICE	.0513	
	RENO CITY TAX	.9456
STATE OF NEVADA		.1700
COUNTY RATE		2.5302
TRUCKEE MEADOWS U.W.B.		.0005
R/R POLICE DISTRICT (SPECIAL ASSESSMENT)		<u>.0000</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6463</b>
RENO, STMGID, T.M.U.G.W.B.		<b>AREA: 1705</b>
CITY OF RENO	.8943	
DEBT SERVICE	.0513	
	RENO CITY TAX	.9456
STATE OF NEVADA		.1700
COUNTY RATE		2.5302
TRUCKEE MEADOWS U.W.B.		.0005
SOUTH TRUCKEE MEADOWS G.I.D.		<u>.0000</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6463</b>
RENO, LAWTON VERDI GID, T.M.U.W.B.		<b>AREA: 1805</b>
CITY OF RENO	.8943	
DEBT SERVICE	.0513	
	RENO CITY TAX	.9456
STATE OF NEVADA		.1700
COUNTY RATE		2.5302
TRUCKEE MEADOWS U.W.B.		.0005
LAWTON VERDI GID		<u>.0000</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6463</b>
RENO, VERDI TV DIST, LAWTON VERDI GID		<b>AREA: 1811</b>
CITY OF RENO	.8943	
DEBT SERVICE	.0513	
	RENO CITY TAX	.9456
STATE OF NEVADA		.1700
COUNTY RATE		2.5302
LAWTON VERDI GID		<u>.0000</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6458</b>
CITY OF RENO - REDEVELOPMENT DISTRICT 2		<b>AREA: 1831</b>
CITY OF RENO	.8943	
DEBT SERVICE	.0513	
	RENO CITY TAX	.9456
STATE OF NEVADA		.1700
LAWTON VERDI GID		.0000
VERDI T.V.		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6458</b>
CITY OF SPARKS (NO U.W.B.)		<b>AREA: 2000</b>
SPARKS GENERAL	.9061	
DEBT SERVICE	.0100	
	SPARKS CITY TAX	.9161
STATE OF NEVADA		.1700
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6163</b>

08-734

WASHOE COUNTY  
2008-2009  
COMBINED TAX RATES

CITY OF SPARKS - T.M.U.W.B.		<b>AREA: 2005</b>
SPARKS GENERAL	.9061	
DEBT SERVICE	.0100	
	SPARKS CITY TAX	.9161
STATE OF NEVADA		.1700
TRUCKEE MEADOWS U.W.B.		.0005
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6168</b>
SPARKS REDEVELOPMENT AREA 2, T.M.U.W.B.		<b>AREA: 2006</b>
SPARKS REDEVELOPMENT		3.6168
SPARKS REDEVELOPMENT AGENCY, T.M.U.W.B.		<b>AREA: 2008</b>
SPARKS REDEVELOPMENT		3.6168
SPARKS - BOCA WATER		<b>AREA: 2010</b>
SPARKS GENERAL	.9061	
DEBT SERVICE	.0100	
	SPARKS CITY TAX	.9161
STATE OF NEVADA		.1700
BOCA WATER		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6163</b>
CITY OF SPARKS, BOCA WATER, T.M.U.W.B.		<b>AREA: 2015</b>
SPARKS GENERAL	.9061	
DEBT SERVICE	.0100	
	SPARKS CITY TAX	.9161
STATE OF NEVADA		.1700
TRUCKEE MEADOWS U.W.B.		.0005
BOCA WATER		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6168</b>
SPARKS REDEVELOPMENT AREA 2 - BOCA WATER, T.M.U.W.B.		<b>AREA: 2016</b>
SPARKS REDEVELOPMENT		3.6168
SPARKS REDEVELOPMENT AGENCY - BOCA WATER, T.M.U.W.B.		<b>AREA: 2018</b>
SPARKS REDEVELOPMENT		3.6168
CITY OF SPARKS KILEY RANCH INCREMENT DISTRICT		<b>AREA: 2020</b>
SPARKS GENERAL	.9061	
DEBT SERVICE	.0100	
	SPARKS CITY TAX	.9161
STATE OF NEVADA		.1700
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.6163</b>
SIERRA FIRE P.D.		<b>AREA: 6000</b>
STATE OF NEVADA		.1700
SIERRA FOREST F.P.D.		.5200
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2202</b>
SIERRA FIRE P.D.. TRPA		<b>AREA: 6002</b>
STATE OF NEVADA		.1700
SIERRA FOREST F.P.D.		.5200
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2202</b>

08-784

WASHOE COUNTY  
2008-2009  
COMBINED TAX RATES

<b>SIERRA FIRE P.D. - T.M.U.W.B.</b>		<b>AREA: 6005</b>
STATE OF NEVADA		.1700
SIERRA FOREST F.P.D.		.5200
TRUCKEE MEADOWS U.W.B.		.0005
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2207</b>
<b>SIERRA FIRE P.D. - VERDI T.V.</b>		<b>AREA: 6011</b>
STATE OF NEVADA		.1700
SIERRA FOREST F.P.D.		.5200
VERDI T.V.		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2202</b>
<b>SIERRA FIRE P.D. - BOCA WATER, VERDI T.V.</b>		<b>AREA: 6012</b>
STATE OF NEVADA		.1700
SIERRA FOREST F.P.D.		.5200
VERDI T.V.		.0000
BOCA WATER		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2202</b>
<b>SIERRA FIRE P.D.-T.M.U.W.B.-BOCA WATER</b>		<b>AREA: 6015</b>
STATE OF NEVADA		.1700
SIERRA FOREST F.P.D.		.5200
TRUCKEE MEADOWS U.W.B.		.0005
BOCA WATER		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2207</b>
<b>SIERRA FIRE P.D.-T.M.U.W.B.-VERDI T.V.</b>		<b>AREA: 6016</b>
STATE OF NEVADA		.1700
SIERRA FOREST F.P.D.		.5200
TRUCKEE MEADOWS U.W.B.		.0005
VERDI T.V.		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2207</b>
<b>SIERRA FIRE P.D. - LEMMON VALLEY</b>		<b>AREA: 6040</b>
STATE OF NEVADA		.1700
SIERRA FOREST F.P.D.		.5200
LEMMON VALLEY U.W.B.		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2202</b>
<b>SIERRA FIRE P.D.-LEMMON VALLEY-VERDI TV</b>		<b>AREA: 6041</b>
STATE OF NEVADA		.1700
SIERRA FOREST F.P.D.		.5200
LEMMON VALLEY U.W.B.		.0000
VERDI T.V.		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2202</b>
<b>SIERRA FIRE P.D. - S.T.M.G.I.D.</b>		<b>AREA: 6700</b>
STATE OF NEVADA		.1700
SIERRA FOREST F.P.D.		.5200
SOUTH TRUCKEE MEADOWS GID		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2202</b>
<b>SIERRA FIRE P.D. - S.T.M.G.I.D. - T.M.U.W.B.</b>		<b>AREA: 6705</b>
STATE OF NEVADA		.1700
SIERRA FOREST F.P.D.		.5200
TRUCKEE MEADOWS U.W.B.		.0005
SOUTH TRUCKEE MEADOWS GID		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2207</b>

08.034

WASHOE COUNTY  
2008-2009  
COMBINED TAX RATES

<b>SIERRA FIRE P.D. - S.T.M.G.I.D. - T.M.U.W.B., BOCA WATER</b>		<b>AREA: 6715</b>
STATE OF NEVADA		.1700
SIERRA FOREST F.P.D.		.5200
TRUCKEE MEADOWS U.W.B.		.0005
SOUTH TRUCKEE MEADOWS GID		.0000
BOCA WATER		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2207</b>
<b>SIERRA FIRE P.D. - VERDI T.V. - LAWTON VERDI GID</b>		<b>AREA: 6811</b>
STATE OF NEVADA		.1700
SIERRA FOREST F.P.D.		.5200
LAWTON VERDI G.I.D.		.0000
VERDI T.V.		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2202</b>
<b>SIERRA FIRE P.D. - VERDI T.V. - LAWTON VERDI GID, BOCA WATER</b>		<b>AREA: 6812</b>
STATE OF NEVADA		.1700
SIERRA FOREST F.P.D.		.5200
LAWTON VERDI G.I.D.		.0000
VERDI T.V.		.0000
BOCA WATER		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2202</b>
<b>TRUCKEE MEADOWS F.P.D.</b>		<b>AREA: 4000</b>
STATE OF NEVADA		.1700
TRUCKEE MEADOW GENERAL		.4713
TRUCKEE MEADOWS CAP FAC		.0000
TRUCKEE MEADOWS FPD REV. STAB.		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.1715</b>
<b>TRUCKEE MEADOWS F.P.D. - TRUCKEE MEADOWS U.W.B.</b>		<b>AREA: 4005</b>
STATE OF NEVADA		.1700
TRUCKEE MEADOW GENERAL		.4713
TRUCKEE MEADOWS CAP FAC		.0000
TRUCKEE MEADOWS FPD REV. STAB.		.0000
TRUCKEE MEADOWS U.W.B.		.0005
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.1720</b>
<b>TRUCKEE MEADOWS F.P.D. - BOCA WATER</b>		<b>AREA: 4010</b>
STATE OF NEVADA		.1700
TRUCKEE MEADOW GENERAL		.4713
TRUCKEE MEADOWS CAP FAC		.0000
TRUCKEE MEADOWS FPD REV. STAB.		.0000
BOCA WATER		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.1715</b>
<b>TRUCKEE MEADOWS F.P.D. - VERDI T.V.</b>		<b>AREA: 4011</b>
STATE OF NEVADA		.1700
TRUCKEE MEADOW GENERAL		.4713
TRUCKEE MEADOWS CAP FAC		.0000
TRUCKEE MEADOWS FPD REV. STAB.		.0000
VERDI T.V.		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.1715</b>

09-734

WASHOE COUNTY  
2008-2009  
COMBINED TAX RATES

<b>TRUCKEE MEADOWS F.P.D. - BOCA WATER-T.M.U.W.B.</b>		<b>AREA: 4015</b>
STATE OF NEVADA		.1700
TRUCKEE MEADOW GENERAL		.4713
TRUCKEE MEADOWS CAP FAC		.0000
TRUCKEE MEADOWS FPD REV. STAB.		.0000
TRUCKEE MEADOWS U.W.B.		.0005
BOCA WATER		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.1720</b>
<b>TRUCKEE MEADOWS F.P.D. - VERDI T.V. - T.M.U.W.B.</b>		<b>AREA: 4016</b>
STATE OF NEVADA		.1700
TRUCKEE MEADOW GENERAL		.4713
TRUCKEE MEADOWS CAP FAC		.0000
TRUCKEE MEADOWS FPD REV. STAB.		.0000
TRUCKEE MEADOWS U.W.B.		.0005
VERDI T.V.		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.1720</b>
<b>TRUCKEE MEADOWS F.P.D. - T.M.U.W.B.-VERDI T.V.-BOCA WATER</b>		<b>AREA: 4017</b>
STATE OF NEVADA		.1700
TRUCKEE MEADOW GENERAL		.4713
TRUCKEE MEADOWS CAP FAC		.0000
TRUCKEE MEADOWS FPD REV. STAB.		.0000
TRUCKEE MEADOWS U.W.B.		.0005
VERDI T.V.		.0000
BOCA WATER		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.1720</b>
<b>TRUCKEE MEADOWS F.P.D. - SUN VALLEY WATER</b>		<b>AREA: 4020</b>
STATE OF NEVADA		.1700
TRUCKEE MEADOW GENERAL		.4713
TRUCKEE MEADOWS CAP FAC		.0000
TRUCKEE MEADOWS FPD REV. STAB.		.0000
SUN VALLEY WATER GENERAL		.1329
SUN VALLEY DEBT SERVICE		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.3044</b>
<b>TRUCKEE MEADOWS F.P.D. - SUN VALLEY WATER -T.M.U.W.B.</b>		<b>AREA: 4025</b>
STATE OF NEVADA		.1700
TRUCKEE MEADOW GENERAL		.4713
TRUCKEE MEADOWS CAP FAC		.0000
TRUCKEE MEADOWS FPD REV. STAB.		.0000
TRUCKEE MEADOWS U.W.B.		.0005
SUN VALLEY WATER GENERAL		.1329
SUN VALLEY DEBT SERVICE		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.3049</b>
<b>TRUCKEE MEADOWS F.P.D. - LEMMON VALLEY WATER</b>		<b>AREA: 4040</b>
STATE OF NEVADA		.1700
TRUCKEE MEADOW GENERAL		.4713
TRUCKEE MEADOWS CAP FAC		.0000
TRUCKEE MEADOWS FPD REV. STAB.		.0000
LEMMON VALLEY U.W.B.		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.1715</b>

08-734

WASHOE COUNTY  
2008-2009  
COMBINED TAX RATES

<b>TRUCKEE MEADOWS F.P.D. - PALOMINO VALLEY</b>	<b>AREA: 4400</b>
STATE OF NEVADA	.1700
TRUCKEE MEADOW GENERAL	.4713
TRUCKEE MEADOWS CAP FAC	.0000
TRUCKEE MEADOWS FPD REV. STAB.	.0000
PALOMINO VALLEY G.I.D.	.4885
COUNTY RATE	<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>	<b>3.6600</b>
<b>TRUCKEE MEADOWS F.P.D., LEMMON VALLEY WATER, GRANDVIEW TERR. W</b>	<b>AREA: 4540</b>
STATE OF NEVADA	.1700
TRUCKEE MEADOW GENERAL	.4713
TRUCKEE MEADOWS CAP FAC	.0000
TRUCKEE MEADOWS FPD REV. STAB.	.0000
LEMMON VALLEY U.W.B.	.0000
GRANDVIEW TERRACE WATER BOARD	.0000
COUNTY RATE	<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>	<b>3.1715</b>
<b>TRUCKEE MEADOWS F.P.D. - SOUTH TRUCKEE MEADOWS G.I.D.</b>	<b>AREA: 4700</b>
STATE OF NEVADA	.1700
TRUCKEE MEADOW GENERAL	.4713
TRUCKEE MEADOWS CAP FAC	.0000
TRUCKEE MEADOWS FPD REV. STAB.	.0000
SOUTH TRUCKEE MEADOWS G.I.D.	.0000
COUNTY RATE	<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>	<b>3.1715</b>
<b>TRUCKEE MEADOWS F.P.D. - S.T.M.G.I.D. - T.M.U.W.B.</b>	<b>AREA: 4705</b>
STATE OF NEVADA	.1700
TRUCKEE MEADOW GENERAL	.4713
TRUCKEE MEADOWS CAP FAC	.0000
TRUCKEE MEADOWS FPD REV. STAB.	.0000
SOUTH TRUCKEE MEADOWS G.I.D.	.0000
TRUCKEE MEADOWS U.W.B.	.0005
COUNTY RATE	<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>	<b>3.1720</b>
<b>TRUCKEE MEADOWS F.P.D. - S.T.M.G.I.D. - T.M.U.W.B., BOCA WATER</b>	<b>AREA: 4715</b>
STATE OF NEVADA	.1700
TRUCKEE MEADOW GENERAL	.4713
TRUCKEE MEADOWS CAP FAC	.0000
TRUCKEE MEADOWS FPD REV. STAB.	.0000
SOUTH TRUCKEE MEADOWS G.I.D.	.0000
TRUCKEE MEADOWS U.W.B.	.0005
BOCA WATER	.0000
COUNTY RATE	<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>	<b>3.1720</b>
<b>TRUCKEE MEADOWS F.P.D.-T.M.U.W.B.-LAWTON VERDI GID</b>	<b>AREA: 4805</b>
STATE OF NEVADA	.1700
TRUCKEE MEADOW GENERAL	.4713
TRUCKEE MEADOWS CAP FAC	.0000
TRUCKEE MEADOWS FPD REV. STAB.	.0000
TRUCKEE MEADOWS U.W.B.	.0005
LAWTON VERDI GID	.0000
COUNTY RATE	<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>	<b>3.1720</b>
<b>NORTH LAKE TAHOE FIRE DISTRICT</b>	<b>AREA: 5000</b>
STATE OF NEVADA	.1700
NORTH LAKE TAHOE F.D.	.5226
COUNTY RATE	<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>	<b>3.2228</b>

08-734

WASHOE COUNTY  
2008-2009  
COMBINED TAX RATES

<b>NORTH LAKE TAHOE FIRE DISTRICT - INCLINE VILLAGE G.I.D.</b>		<b>AREA: 5200</b>
STATE OF NEVADA		.1700
NORTH LAKE TAHOE F.D.		.5226
INCLINE VILLAGE G.I.D.		.0741
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.2969</b>
<b>WASHOE COUNTY (RURAL)</b>		<b>AREA: 9000</b>
STATE OF NEVADA		.1700
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>2.7002</b>
<b>WASHOE COUNTY - PALOMINO VALLEY G.I.D.</b>		<b>AREA: 9400</b>
STATE OF NEVADA		.1700
PALOMINO VALLEY G.I.D.		.4885
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>3.1887</b>
<b>WASHOE COUNTY - GERLACH G.I.D.</b>		<b>AREA: 9601</b>
STATE OF NEVADA		.1700
GERLACH G.I.D.		.0000
COUNTY RATE		<u>2.5302</u>
<b>TOTAL COMBINED RATE</b>		<b>2.7002</b>

08-734

Summary: A resolution submitting a binding question to the qualified electors of Washoe County regarding funding for public transit.

## RESOLUTION

**WHEREAS**, Washoe County (the "County"), in the State of Nevada was duly organized and created pursuant to Nevada Revised Statutes ("NRS")243.340, and is operating as a County under NRS Chapter 244 and the general laws of the State; and

**WHEREAS**, the Board of County Commissioners (the "Board" or the "Governing Body") of the County has determined that it is necessary that the County, pursuant to NRS 293.481 and NRS 377A.020 submit to the registered voters of the County a question that the Board has under consideration; and

**WHEREAS**, in the judgment of the Board, it is necessary and advisable that a question be placed on the ballot at the general election to be held on November 4, 2008, (the "Election") to submit to the electors of the County the question in the form set forth in the Resolution (the "Question");

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

- Section 1. This resolution be known and may be cited as the "2008 Public Transit Funding Question Resolution."
- Section 2. The Board hereby finds and declares the necessity of placing the Question on the ballot for the Election for the purpose of asking the registered voters of the County whether the Washoe County Board of Commissioners shall impose an additional 1/8 of one percent general sales and use tax collected in the County as authorized under NRS377A.030 beginning on April 1, 2009, to be used for public transit in the Truckee Meadows.
- Section 3. The Question is hereby designated and ordered to be placed on the ballot of the Election within the County on Tuesday, November 4, 2008, at which there shall be submitted to the registered voters of the County the Question hereinafter set forth. The Election shall be conducted in accordance with Chapter 293 and 293B of NRS, and all laws amendatory thereof (the "General Election Act").
- Section 4. This question is binding in nature and would obligate the Board to impose the tax if approved by a majority of the voters voting on the Question.
- Section 5. The County Clerk shall immediately provide the County Registrar of Voters with a copy of the Question, including an explanation of the question, the fiscal note and any additional information as set forth herein.

08.7.2008

- Section 6. The Registrar of Voters is hereby authorized to initiate the process for the appointment of a committee to prepare arguments advocating and opposing the Question pursuant to NRS 295.121.
- Section 7. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and by the officers of the County relating to:
  - A. The Election, and
  - B. The Question,
 is ratified, approved and confirmed.
- Section 8. The officers of the County are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.
- Section 9. All orders, bylaws and resolutions, or parts thereof, in conflict with this Resolution, are hereby repealed. This repealer shall not be construed to revive any bylaw, order or resolution, or part thereof, heretofore repealed.
- Section 10. In any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
- Section 11. The County Clerk shall provide the County Registrar of Voters with a copy of the Question (including an explanation of the Question and statement of financial effect) substantially in the form as follows, with such changes as are approved by the Executive Director of the Regional Transportation Commission, to be submitted to the registered voters of the County:

08-732

**SUSTAINING PUBLIC TRANSIT IN WASHOE COUNTY QUESTION:**

**Shall the Washoe County Board of Commissioners impose an additional 1/8 of one per cent of general sales and use tax collected in the County as authorized under NRS377A to be used for public transit?**

Yes...../\_\_\_\_\_/

No...../\_\_\_\_\_/

**Explanation:** This is a binding question. The Washoe County Board of Commissioners would be obligated to impose the tax if approved by a majority of the voters voting on this question.

Public transit is a key element in maintaining our quality of life in the Truckee Meadows. In the face of dramatically increasing gas prices, mass transit provides a viable transportation option for many people that can reduce congestion and improve air quality for all, even those who do not use it. Unfortunately, the recent slowdown in the economy has seriously eroded the amount of funding currently available to operate our existing mass transit system. Unless additional funding is made available, experts foresee the need to cut existing service by about 20% over the next year. These cuts come at a time when demand for public transit is at an all time high. Over

the long-term, additional services will be needed to serve our thriving community. By 2030, population in the Reno-Sparks area is expected to reach over 600,000. To reduce congestion, maintain air quality, and serve the exciting revitalization of the urban core, an additional \$1.1 billion in public transit funding will be needed. As a first step toward solving this shortfall, the funds generated by this additional 1/8% sales and use tax would help to:

- ...Avoid an approximately 20% cut in mass transit service in the next 12 months
- ...Maintain current mass transit service levels
- ...Expand mass transit to include initial rapid transit in the Virginia Street Corridor.

A "yes" vote would be binding and require the Washoe County Commission to impose a 1/8 of one percent increase in the general sales and use tax that is currently authorized by Nevada Revised Statutes 377A for public transit.

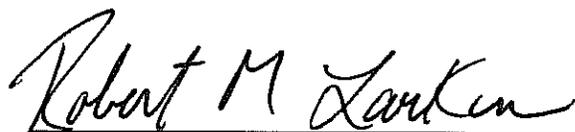
A "no" vote would indicate that you do not want the Washoe County Commission to impose a 1/8 of one percent increase in the general sales and use tax that is currently authorized by Nevada Revised Statutes 377A for public transit.

**Statement of financial effect:** The daily cost of this 1/8 of 1% increase in the sales and use tax is expected to be 16 cents for the typical Washoe County household. This tax would remain in effect until such time as the Regional Transportation Commission (RTC) ceases the operation of public mass transit services in Washoe County.

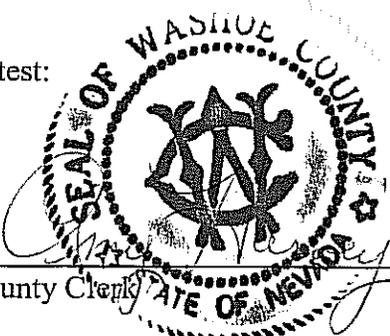
If this measure is passed, the Regional Transportation Commission may sell bonds payable from the tax that are backed by the full faith and credit of the Commission. Following the levy of the tax, additional expenses are expected to be incurred for the operation and maintenance of the mass transit vehicles and facilities acquired with this additional tax, which will be paid for by the tax or from existing RTC resources.

Section 12. This Resolution shall be in effect from and after its adoption.

Adopted this 8<sup>th</sup> day of July 2008.

  
Robert M. Larkin, Chairman

Attest:

  
County Clerk

08-732

Summary: A resolution submitting an advisory question to the qualified electors of Washoe County regarding funding for streets and highways.

## RESOLUTION

**WHEREAS**, Washoe County (the "County"), in the State of Nevada was duly organized and created pursuant to Nevada Revised Statutes ("NRS")243.340, and is operating as a County under NRS Chapter 244 and the general laws of the State; and

**WHEREAS**, the Board of County Commissioners (the "Board" or the "Governing Body") of the County has determined that it is necessary and advisable that the County, pursuant to NRS 293.482, ask the advice of the registered voters of the County regarding a question that the Board has under consideration; and

**WHEREAS**, in the judgment of the Board, it is necessary and advisable that an advisory question be placed on the ballot at the general election to be held on November 4, 2008, (the "Election") to submit to the electors of the County the question in the form set forth in the Resolution (the "Question");

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

- Section 1. This resolution be known and may be cited as the "2008 Streets and Highways Funding Advisory Question Resolution."
- Section 2. The Board hereby finds and declares the necessity of placing the Question on the ballot for the Election for the purpose of asking the advice of the registered voters of the County whether they support the Washoe County Board of Commissioners seeking state legislation for the Regional Transportation Commission (RTC) to obtain necessary additional funding for transportation projects that will reduce traffic congestion, improve air quality, repair and maintain roads in the Truckee Meadows.
- Section 3. The Question is hereby designated and ordered to be placed on the ballot of the Election within the County on Tuesday, November 4, 2008, at which there shall be submitted to the registered voters of the County the Question hereinafter set forth. The Election shall be conducted in accordance with Chapter 293 and 293B of NRS and all laws amendatory thereof (the "General Election Act").
- Section 4. This question is advisory in nature and does not place any legal requirement on the governing body, any member of the governing body, any officer of the political subdivision or the Nevada Legislature.
- Section 5. The County Clerk shall immediately provide the County Registrar of Voters with a copy of the Question, including an explanation of the question, the fiscal note and any additional information as set forth herein.

08-731

18

- Section 6. The Registrar of Voters is hereby authorized to initiate the process for the appointment of a committee to prepare arguments advocating and opposing the Question pursuant to NRS 295.121.
- Section 7. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and by the officers of the County relating to:
  - A. The Election, and
  - B. The Question,
 is ratified, approved and confirmed.
- Section 8. The officers of the County are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.
- Section 9. All orders, bylaws and resolutions, or parts thereof, in conflict with this Resolution, are hereby repealed. This repealer shall not be construed to revive any bylaw, order or resolution, or part thereof, heretofore repealed.
- Section 10. In any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
- Section 11. The County Clerk shall provide the County Registrar of Voters with a copy of the Question (including an explanation of the Question and statement of financial effect) substantially in the form as follows, with such changes as are approved by the Executive Director of the Regional Transportation Commission, to be submitted to the registered voters of the County:

**IMPROVING STREETS AND HIGHWAYS IN WASHOE COUNTY QUESTION:**

**Shall the Washoe County Board of Commissioners seek state legislation for the Regional Transportation Commission (RTC) to obtain necessary additional funding for transportation projects that will reduce traffic congestion, improve air quality, and repair and maintain roads in the Truckee Meadows?**

Yes...../\_\_\_\_\_/

No...../\_\_\_\_\_/

**Explanation:** This is an advisory question only. Results may be taken to the Nevada Legislation for further action.

Regional experts predict that population growth in Washoe County will reach more than 600,000 residents by the year 2030. With this predicted growth, our community will see an increase in traffic congestion, decreasing air quality and increased road repair and maintenance projects. In December 2007, the RTC Board approved an immediate 50% increase in the fees paid by new development for needed congestion improvements. In May 2008, the RTC acted to increase developer fees another 130% above the pre-December 2007 rates, to be phased in over five

D&S

years. These steps insure that development will continue to pay its full legal share for congestion relief. Even with these actions, transportation is facing a funding shortfall of approximately \$5 billion through 2040. Nearly 60% of this shortfall is due to inflation in street and highway construction, which is eroding the purchasing power of our existing gas and diesel taxes. In order to maintain the quality of life we enjoy in the Truckee Meadows, additional funding is necessary to:

- ... Maintain and repair existing and future streets and highways
- ... Expand streets and highways
- ... Reduce traffic congestion
- ... Maintain air quality

As a first step in solving this problem, a committee of 30 prominent community leaders recommended a funding package that would recover the purchasing power lost by existing federal, state and local gas and diesel taxes due to inflation in highway construction costs. This would be done by making adjustments to fuel tax rates, sometimes called indexing, based upon changes in the Producer Price Index for Street and Highway Construction. If there is no inflation in highway construction costs, there would be no changes in the fuel tax rates. Federal and state fuel taxes, which have not been adjusted for 15 years, have lost of 30% their purchasing power since 2003 due to inflation. In 2003, voters approved indexing local gas taxes to the Consumer Price Index (CPI) but experts say CPI has not accurately reflected the increases in highway construction costs, resulting in a 20% loss of purchasing power since 2003. This package would spread the responsibility among users of the roads including businesses, residents and tourists. The Regional Transportation Commission may ask the legislature to:

....Adjust the diesel and gas tax rates in Washoe County based upon the rate of street and highway construction inflation to recover lost purchasing power on our local, state and federal diesel and gas tax revenues.

A "yes" vote would advise the Nevada Legislature that you approve of the recommendation to protect existing diesel and gas taxes from inflation.

A "no" vote would advise the Nevada Legislature that you do not approve of recommendation to protect existing diesel and gas taxes from inflation.

This question is advisory in nature and does not place any legal requirement on the governing body, any member of the governing body, any officer of the political subdivision or the Nevada Legislature.

**Statement of financial effect:** Gas and diesel fuel tax rates would be adjusted annually to offset only the amount of purchasing power lost due to inflation of street and highway construction costs; if there is no inflation in street and highway construction costs, there would be no adjustment to the tax rates and no impact to the tax payer. Based upon historic inflation rates of street and highway construction, this measure would increase the tax paid on a gallon of gasoline approximately 2 cents per gallon and increase the tax paid on a gallon of diesel fuel approximately 2.4 cents per gallon in the first year of implementation (FY 2010). In the first year of implementation, this would cost the average driver of a gas vehicle or non-commercial

08.731

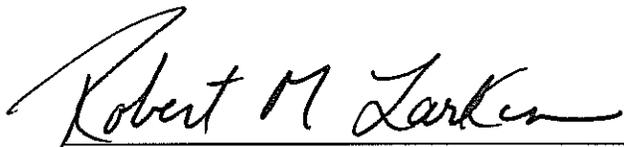
diesel vehicle an additional 3.6 cents per day. For operators of commercial diesel vehicles, this would increase the cost for each mile driven by an estimated  $\frac{5}{10}$  of one cent.

The inflation recovery taxes would remain in effect until such time as specific action is taken by the Washoe County Commission to amend or repeal them.

If this measure is passed, the Regional Transportation Commission (RTC) may sell bonds payable from the tax that are backed by the full faith and credit of the Commission. Following the levy of the tax, additional expenses are expected to be incurred for the operation and maintenance of the road improvements constructed with this additional tax, which will be paid for by the tax or from existing RTC and local government resources.

Section 12. This Resolution shall be in effect from and after its adoption.

Adopted this 8<sup>th</sup> day of July 2008.

  
Robert M. Larkin, Chairman



04.731

2009 INTERLOCAL AGREEMENT TO USE ACCOUNT FOR LOW-INCOME HOUSING  
WELFARE SET-ASIDE  
FUNDS BY WASHOE COUNTY

THIS AGREEMENT is made and entered into this 22 day of July, 2008, by and between Washoe County, a political subdivision of the State of Nevada, (hereinafter called "Washoe") by and through its Board of County Commissioners and the Nevada Housing Division of the Department of Business and Industry of the State of Nevada, (hereinafter called "NHD").

WHEREAS, NHD is the administering agency for the Account for Low-Income Housing hereinafter called "Trust Fund".

WHEREAS, NHD desires to assist Washoe by providing Trust Funds to Washoe on behalf of its Social Services Department, hereinafter called "Social Services" in order to assist with qualified welfare set-aside activities under Trust Fund Administrative Guidelines, statutes, and regulations.

WHEREAS, the Interlocal Cooperation Act authorizes public agencies to enter into cooperative agreements allowing the joint exercise of any power, privilege or authority capable of exercise by one of them, see, NRS 277.080, et. seq.; and

WHEREAS, Washoe and NHD are public agencies within the meaning of the Interlocal Cooperation Act.

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

**I. Scope of Services.**

A. NHD will provide funds not to exceed the total of \$208,430.00 to assist Washoe with qualified Trust Fund activities hereinafter referred to as "Activities."

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

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

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

2/16/08

**II. Division General Conditions.** Washoe agrees to abide by all conditions fully set forth below.

A. Washoe has requested the financial support of NHD that is provided for in this Agreement in order to enable Washoe to provide emergency housing assistance. NHD shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of NHD may be claimed or found to exist, Washoe shall be an independent contractor only.

B. Washoe will provide NHD with client usage records per activity on a monthly basis (quarterly data will be allowed if approved in advanced) during the period of this Agreement. Failure to provide this information in the required timeframe may result in forfeiture of these funds. Records will contain, but are not limited to, the following data:

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

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

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

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

1. Whether the objectives of the program are being achieved;
2. Whether the program is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the program;
4. Whether the financial operations of the program are being conducted

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- properly; and
5. Whether the periodic reports to NHD contain accurate and reliable information.

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

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

G. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

#### INDEMNIFICATION.

a. Consistent with the Limited Liability paragraph of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

H. Washoe will not use any funds or resources which are supplied by NHD in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also agrees to notify NHD of any legal action which is filed by or against it in conjunction with this program.

I. This Agreement will commence upon its approval and signature and appropriate official action by the governing body of both parties. Funds allocated by NHD to Washoe under this agreement must be used within 3 years after its award to Washoe as defined in NAC 319. Upon written request by Washoe and for good cause, NHD may extend the period of the grant for not more than 1 year.

J. In the event that Washoe and/or NHD anticipate the total amount of funds

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allocated for this Agreement will not be expended, NHD reserves the right to extract that portion for other projects/programs operated under NHD's Trust Fund program.

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

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

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

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

O. Washoe, and any subgrantee, shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire Welfare Set-Aside Program or are required by NHD.

P. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended Welfare Set-Aside Program funds received by Washoe pursuant to this Agreement, or any part thereof.

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

### **III. Financial Management.**

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

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

C. Washoe agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

**IV. Modification or Revocation of Agreement.**

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WASHOE COUNTY BOARD OF COMMISSIONERS

Robert M Larkin  
Chairman  
7/8/08  
Date

NEVADA HOUSING DIVISION

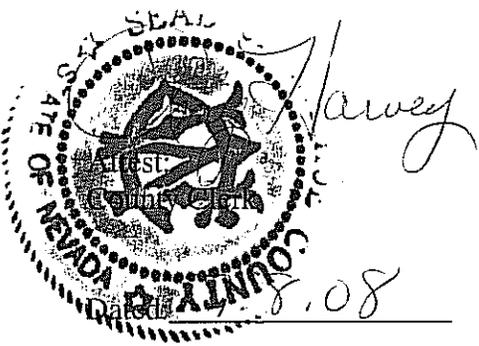
Charles L. Horsey, III  
Administrator

State of Nevada )  
Carson City )

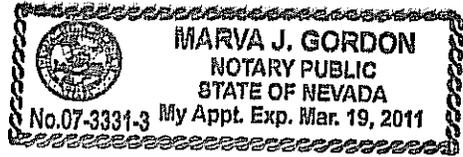
On this 22nd day of July, 2008, before me, a Notary Public, personally appeared Charles L. Horsey, III, who did say that he is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that he executed the same.

Marva Gordon  
Notary Public

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By: AMY HARVEY



COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT  
SUN VALLEY SIDEWALK AND BIKE LANES PROJECT

This Agreement made and entered into this 6th day of August, 2008, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and Washoe County, acting by and through its Department of Public Works, P.O. Box 11130, Reno, NV 89520-0027, hereinafter called the COUNTY.

WHEREAS, agreements between the DEPARTMENT and public entities are authorized under Chapters 277 and 408 of the Nevada Revised Statutes (NRS); and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Plan allowing the DEPARTMENT to assume the responsibilities of the FHWA under Title 23 United States Code for design, plans, specifications, estimates, contract awards, and inspection of projects; and

WHEREAS, the Stewardship Plan allows the DEPARTMENT under certain circumstances to further delegate project review, oversight and administration to capable local agencies; and

WHEREAS, this Agreement is intended to delegate authority to the COUNTY to design, advertise, award, and monitor construction of sidewalks and bike lanes in Sun Valley, as outlined in the Project Scope attached hereto as Attachment A, hereinafter called the PROJECT; and

WHEREAS, the environmental work was done under Agreement No. PR103-02-063; and

WHEREAS, the PROJECT has been approved for Federal Enhancement funds; and

WHEREAS, this Agreement and the PROJECT is of mutual benefit to the DEPARTMENT and the COUNTY as it provides a means of designing and constructing a project in the most efficient and cost-effective method.

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

ARTICLE I - DEPARTMENT AGREES:

1. To follow State Law, regulations and directives for developing and approving project designs, overseeing projects and administering contracts.
2. To delegate authority to the COUNTY to design (including the development of plans, specifications, and estimates), complete the National Environmental Policy Act (NEPA) documentation, obtain the environmental permits and clearances, advertise, award, and manage construction of the PROJECT, as outlined in the project scope attached hereto and incorporated herein as Attachment A.

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3. To ensure that the COUNTY's actions are in accordance with Federal, State and local laws, regulations and policies.

4. To program Federal Enhancement funding for a maximum of Seven Hundred One Thousand Six Hundred Sixty Four and No/100 Dollars (\$701,664.00) for the PROJECT, and to set up a Project Identification Number to track all PROJECT preliminary engineering and construction engineering costs.

5. Once the funding is programmed, to authorize, through a written notice to proceed, the COUNTY to proceed with the design of the PROJECT.

6. To coordinate the NEPA process, environmental permits and clearances with the appropriate Regulatory Agency and the COUNTY based on the documentation provided by the COUNTY.

7. Upon receipt of the NEPA documentation, environmental permits and clearances, to ensure that Federal environmental laws and regulations were met on the PROJECT and to certify the PROJECT in accordance with Federal requirements.

8. To review and comment on the COUNTY's design (including plans, specifications, and estimate) in a timely manner.

9. To review the COUNTY design and assure that American Association of State Highway Transportation Officials (AASHTO) and Manual of Uniform Traffic Control Devices (MUTCD) guidelines are followed.

10. To review all exceptions to AASHTO design standards, and to approve those exceptions when acceptable.

11. To invoke the DEPARTMENT's authority under NRS 408.210(4) to require relocation or adjustment of any encroachments including utility facilities on DEPARTMENT permits occupying the DEPARTMENT's right-of-way, pursuant to NRS 408.210 and/or NRS 408.423, needed to accommodate construction of the PROJECT.

12. To exercise final approval over utility adjustments that are located within the DEPARTMENT's right-of-way and to have full authority to inspect said utility relocations.

13. To ensure that Federal right-of-way laws and regulations are met on this PROJECT and document those actions in accordance with the DEPARTMENT's administrative requirements.

14. To ensure that the COUNTY's procedures for advertising, bid opening and award of the PROJECT are in accordance with the Federal requirements.

15. To ensure that all reporting and project documentation, as necessary for financial management and to meet other Federal requirements, is submitted to the Federal Highway Administration (FHWA).

16. To authorize the COUNTY to proceed with the advertisement/award of the contract and construction of the PROJECT, through a written notice to proceed once the final design (including plans, specifications and estimates) has been reviewed and approved, all certifications have been completed and the funding authorized.

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17. To assign a Project Coordinator and/or Resident Engineer to act as the DEPARTMENT's representative to monitor the PROJECT with specific responsibility to ensure all Federal requirements are met.

18. To issue an encroachment permit to the COUNTY, at no cost to the COUNTY, allowing the COUNTY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.

19. To reimburse the COUNTY, quarterly as work progresses on the PROJECT, for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT PROJECT costs. Total reimbursement shall not exceed the total programmed amount, as established in ARTICLE I paragraph 4, minus any DEPARTMENT PROJECT expenses.

#### ARTICLE II - COUNTY AGREES:

1. To perform the design (including the development of plans, specifications and estimates), complete the NEPA documentation, obtain the environmental permits and clearances, advertise, award and construction management of this PROJECT, as outlined in Attachment A, in accordance with State and local laws, regulations and policies and Federal regulations and policies including but not limited to those listed in the "Contract Administration Core Curriculum Participant's Manual and Reference Guide," incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with COUNTY standards. The PROJECT shall be operated and maintained in accordance with State laws, regulations, directives, COUNTY and safety standards.

2. To include the required Federal and State provisions in the bid documentation including but not limited to those listed in Attachment B, attached hereto and incorporated herein.

3. To require those utility companies having franchise agreements with the COUNTY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the new improvements at no cost to the PROJECT or the COUNTY.

4. To coordinate the NEPA process, environmental permits and clearances with the DEPARTMENT.

5. To invite the DEPARTMENT to project meetings including field reviews, right-of-way settings, review meetings and the pre-construction conference.

6. To submit to the DEPARTMENT for review and approval, preliminary plans at sixty percent (60%), ninety percent (90%) and one hundred percent (100%) design stages. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate and bid documents.

7. To provide design exception documentation to the DEPARTMENT for approval.

8. To submit to the DEPARTMENT for review and approval five (5) final sets of plans, specifications and estimate prior to advertising.

9. To obtain an encroachment permit from the DEPARTMENT, at no cost to the COUNTY, allowing the COUNTY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT, prior to advertising the PROJECT.

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10. To follow the terms and conditions of the encroachment permit and to incorporate those terms and conditions into the contract bid documents.
11. To obtain the DEPARTMENT's approval for all exceptions to AASHTO design standards.
12. To provide written certification that the design was completed to COUNTY, AASHTO and/or MUTCD standards.
13. To provide at the time of the ninety percent (90%) submittal written certification with supporting documentation to the DEPARTMENT that the proposed improvements are to be constructed on property owned by the COUNTY.
14. To proceed with PROJECT advertisement only after receiving written notice to proceed from the DEPARTMENT.
15. To perform the contract administration of the construction contract by providing appropriate personnel to observe, review, inspect, perform materials testing, be in responsible charge of the construction and be capable of answering any question that may arise in relation to the contract plan and specifications during construction, to be responsible for insuring that all applicable NEPA, environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met, and to report to the DEPARTMENT's Resident Engineer questions as to the administration of the contract in accordance with Federal requirements and acceptable fulfillment of the contract on the part of the contractor.
16. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to receive DEPARTMENT approval for any addenda, supplementals and change orders prior to incorporating them into the PROJECT.
17. To allow the DEPARTMENT or its designated representatives to observe, review, and inspect all work associated with the PROJECT during construction.
18. To perform PROJECT documentation and quality control during contract administration according to the COUNTY's established procedures, as approved by the DEPARTMENT. If the COUNTY does not have DEPARTMENT approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference.
19. To require that the contractors and subcontractors for the PROJECT complete Form FHWA-1391, "Federal-Aid Highway Construction Contractors Annual EEO Report," in compliance with 23 U.S.C. 140a and 23 Code of Federal Regulations Part 230. The data for Form FHWA-1391 shall be for PROJECT personnel only and shall be taken from the last payroll period for the month of July. The form shall be forwarded to the DEPARTMENT's Resident Engineer by the 20<sup>th</sup> of August for each year that work is completed on the PROJECT during the month of July.
20. To submit one (1) set of as-built plans to the DEPARTMENT prior to requesting the conduct of the final inspection.
21. To invoice with auditable support documentation the DEPARTMENT quarterly as work progresses on the PROJECT for actual PROJECT costs. Total reimbursement shall not

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DEPARTMENT PROJECT expenses. Invoices for preliminary engineering shall be forwarded to the DEPARTMENT's LPA Coordinator for processing. Invoices for the construction phase shall be forwarded to the DEPARTMENT's Resident Engineer for review. The Resident Engineer shall forward the invoice to the DEPARTMENT's LPA Coordinator.

22. To be responsible for the five percent (5%) match of Federal funds and for one hundred percent (100%) of all costs exceeding the programmed Federal funds.

23. To accept maintenance responsibilities for the improvements constructed as part of the PROJECT including utility costs, upon completion and final written acceptance of the PROJECT by the DEPARTMENT.

24. To complete and sign Attachment C – "Affidavit Required under Section 112(c) of Title 23 United States Code," and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," attached hereto and incorporated herein.

### ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including December 31, 2009, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in Office of Management and Budget (OMB) Circular A-87.

3. The description of the PROJECT is preliminary and may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the COUNTY to pay for any relocation, will require relocation in order to accommodate the PROJECT. If it is determined at a later date that this is not the case, an amendment to this Agreement shall be required. The DEPARTMENT shall acquire all necessary right-of-way and/or work with the utility companies in order to relocate the impacted utilities. All costs associated with the right-of-way acquisition and/or utility relocation shall become a PROJECT cost. The COUNTY will be responsible for completing the additional NEPA documentation, environmental permits and clearances associated with the right-of-way acquisition. The DEPARTMENT will coordinate with the Regulatory Agencies and the COUNTY and will certify the PROJECT in accordance with the Federal requirements.

5. Each party agrees to complete a final inspection and punch list prior to final acceptance of the work by the DEPARTMENT.

6. The total PROJECT costs are Seven Hundred Thirty Eight Thousand Five Hundred Ninety Four and No/100 Dollars (\$738,594.00), which includes Seven Hundred One Thousand Six Hundred Sixty Four and No/100 Dollars (\$701,664.00), comprising ninety-five percent (95%), of Federal funding, and a match of Thirty Six Thousand Nine Hundred Thirty and No/100 Dollars (\$36,930.00), comprising five percent (5%), which match shall be the responsibility of the COUNTY.

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7. The following is a summary of estimated costs and available funds.  
Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
COUNTY Preliminary Engineering Costs:	\$ 40,843.86
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
COUNTY Construction Engineering Costs:	\$ 36,000.00
Construction Costs:	<u>\$632,594.00</u>
<u>Total Costs:</u>	\$719,437.86

Available Funding Sources:

Federal Enhancement Funds:	\$683,465.97
COUNTY Funds:	<u>\$ 35,971.89</u>
<u>Total Funding:</u>	\$719,437.86

8. The COUNTY is responsible for the matching funds.

9. The COUNTY may incur no PROJECT costs until this Agreement is executed and the DEPARTMENT has issued a "Notice to Proceed."

10. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the COUNTY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The COUNTY match will be calculated using the applicable percent of the total PROJECT costs eligible for Federal funding. The COUNTY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding.

11. The DEPARTMENT does not provide any warranty that the estimate is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final costs may vary widely depending on the Contractor's bid prices.

12. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the COUNTY for any reason prior to completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the COUNTY's failure to perform, the COUNTY shall be required to reimburse all of the PROJECT costs incurred to date of termination, including any costs incurred by the DEPARTMENT as a result of the termination.

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

FOR DEPARTMENT: Susan Martinovich, P.E., Director  
Attn: Juan C. Hernandez, E.I.  
Local Public Agency Coordinator  
Nevada Department of Transportation  
Roadway Design  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7988  
Fax: (775) 888-7401  
E-mail address: jhernandez@dot.state.nv.us

FOR COUNTY: Clara Lawson, P.E.  
County of Washoe  
Department of Public Works, Engineering Division  
P. O. Box 11130  
1001 E. Ninth Street  
Reno, NV 89520  
Phone: (775) 328-3603  
Fax: (775) 328-3699  
E-mail: clawson@washoecounty.us

15. The COUNTY will award the total contract in accordance with its rules and procedures to the lowest responsive and responsible bidder.

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

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

indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

18. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

20. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

22. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

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

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

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

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

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

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

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

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

WASHOE COUNTY, acting by and through its DEPARTMENT OF PUBLIC WORKS

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

Robert N Larkin  
Robert Larkin, Chairman, Washoe County Commissioners  
7/8/08

R. Scott Rowlin  
Director  
For

Attest  
Angie Harved  
Terry Shea, Deputy District Attorney  
County Clerk  


Reviewed:  
Jim Souba  
Jim Souba, P.E., Assistant Director -- Engineering

Approved as to Form:  
Melanie Foster  
Melanie Foster, Assistant District Attorney, Civil

Recommended:  
Thor Dyson 8/1/08  
Thor Dyson, P.E., District Engineer

Recommended:  
Heidi A. Mireles  
Heidi A. Mireles, Chief Right-of-Way Agent  
for

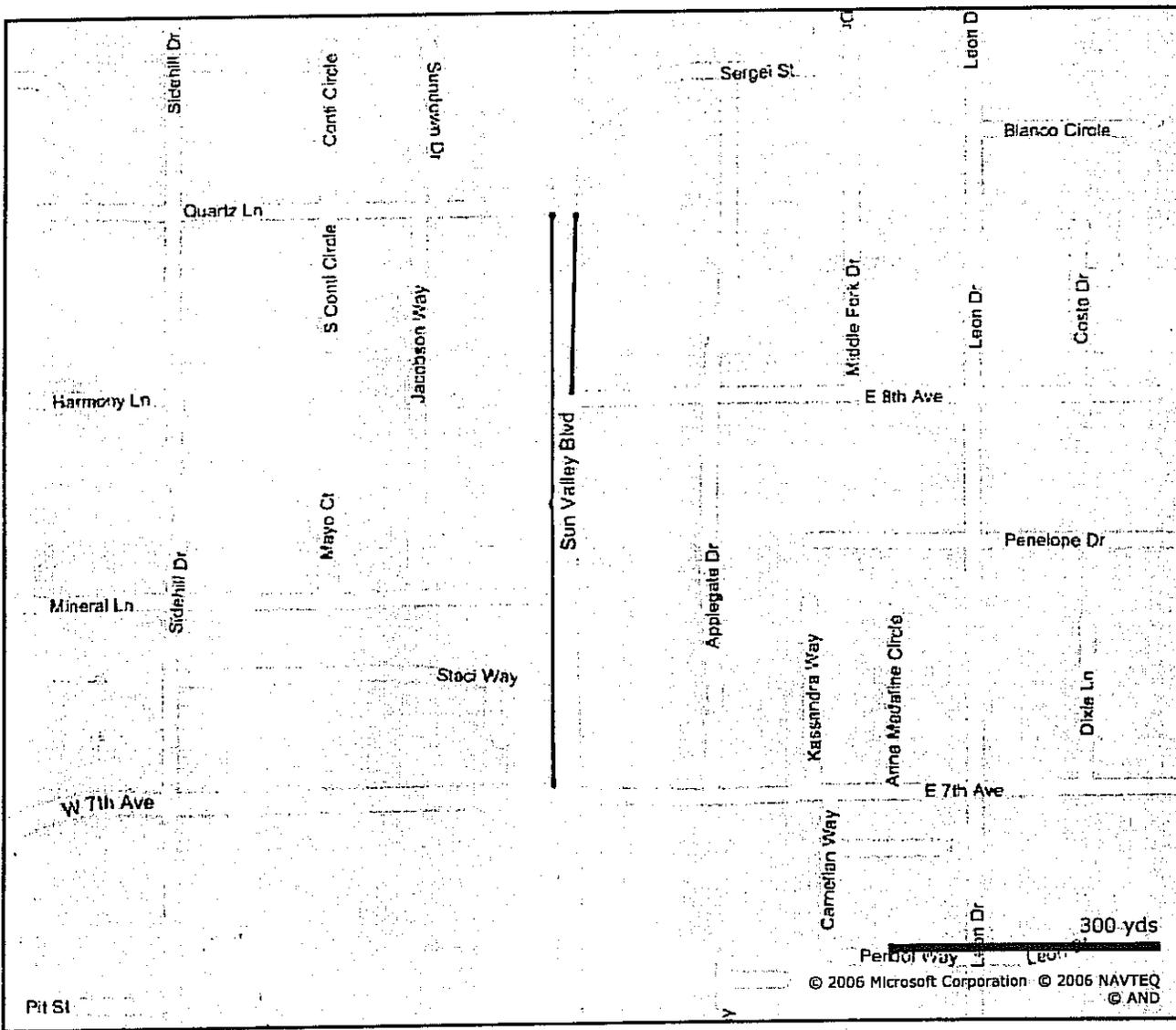
Approved as to Legality & Form:  
Deputy Attorney General

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# Attachment A

## SCOPE OF WORK SUN VALLEY SIDEWALK AND BIKE LANES PROJECT

The project consists of constructing curb, gutter and sidewalk on Sun Valley Boulevard on the west side from Seventh to Eighth Avenue and on both sides from Eighth Avenue to Quartz Lane, and widening and striping to accommodate bike lanes from Seventh Avenue to Quartz Lane.



**Attachment B**

**REQUIRED DOCUMENTS IN BID PACKETS  
OF PROJECTS WITHOUT DBE GOALS**

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over \$2,000.00 \*

The following attached provisions and forms:

Required Contract Provisions Federal-aid Construction Contracts

Additional Contract Provisions Supplement to the weekly Certified Payrolls

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities

Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction

Affidavit Required Under Section 112(c)

Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Subcontractor Information (exceeding 5%)\*\*

Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)\*\*

\* Contact NDOT's Contract Compliance Division for information

\*\* Or local agency equivalent

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## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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### ATTACHMENTS

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment

preference for Appalachian contracts, when applicable, as specified in Attachment A), or

- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all

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major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable

time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

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8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further

certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

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c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

### b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

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performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

*c. Helpers:*

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper as defined above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the

event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

**V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

**1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

**2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics,

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apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

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2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

## NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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## XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

### 1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement

portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. Instructions for Certification - Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Ex- clusion--Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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## **XII CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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## ADDITIONAL CONTRACT PROVISIONS

### SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

- #1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- #2 Black Americans: Persons having origins in any of the Black racial groups of Africa.
- #3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.
- #4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.
- #5 None of These: Persons not otherwise included in the above designations.

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STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or

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subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

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- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one

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month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.

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9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.
18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

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ADDITIONAL CONTRACT PROVISIONS  
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and

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must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.
- (3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

- (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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5. Recruitment

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

## 6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under

this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

- a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.
- c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.

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- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

- a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.
- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.
  - (1) The number of minority and non-minority group members and women in each work classification on the project.
  - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their work force),
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,
  - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

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ADDITIONAL CONTRACT PROVISIONS  
MINORITY BUSINESS ENTERPRISE  
IN FEDERAL-AID HIGHWAY CONSTRUCTION

MINORITY BUSINESS ENTERPRISE. This project is subject to TITLE 49, Part 26, Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprise have an equal opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

1. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is;
  - a. Black (a person having origins in any of the black racial groups of Africa);
  - b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);
  - c. Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
  - d. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America);
  - e. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).
2. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
  - a. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to 49 CFR Part 26.1.
    - (a) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
3. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's minority business enterprise program.

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**AFFIDAVIT REQUIRED UNDER SECTION 112(c)**  
of Title 23 United States Code, Act of August 27, 1958  
and  
Part 29 of Title 49, Code of Federal Regulations,  
November 17, 1987.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

I, \_\_\_\_\_ (Name of party signing this  
affidavit and the Proposal Form) \_\_\_\_\_ (title).

being duly sworn do depose and say: That \_\_\_\_\_

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public, Judge or other Official

(SEAL)

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**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE**  
**RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Name (please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.







Attachment C

AFFIDAVIT REQUIRED UNDER SECTION 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987.

STATE OF NEVADA }
COUNTY OF WASHOE } SS
I, ROBERT M. LARKIN (Name of party signing this affidavit and the Proposal Form) CHAIRMAN (title).

being duly sworn do depose and say: That WASHOE COUNTY (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Robert M Larkin
Signature
Chairman
Title

Sworn to before me this 8th day of July, 2008

Amy Harvey
Signature
County Clerk
Notary Public, Judge or other Official

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Attachment D

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE  
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ROBERT M. LARKIN  
Name (please type or print)

Robert M Larkin  
Signature

CHAIRMAN  
Title

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## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



Summary - a resolution directing notice to the Washoe County Debt Management Commission requesting consideration of the Sierra Fire Protection District's proposal to issue bonds and levy a special elective tax.

**RESOLUTION**

**A RESOLUTION CONCERNING THE FINANCING OF FIRE STATIONS, FIRE ENGINES AND FIRE FIGHTING EQUIPMENT BY SIERRA FIRE PROTECTION DISTRICT AND THE LEVYING OF A SPECIAL ELECTIVE TAX TO SUPPORT THE STAFFING, OPERATING, MAINTAINING AND EQUIPPING OF THOSE FACILITIES; DIRECTING THE CLERK TO NOTIFY THE WASHOE COUNTY DEBT MANAGEMENT COMMISSION OF THE DISTRICT'S PROPOSAL TO ISSUE GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF \$5,200,000 AND LEVY A SPECIAL ELECTIVE TAX OF 4.5 CENTS PER \$100 OF ASSESSED VALUATION; DETERMINING THAT THERE IS NO AFFECTED GOVERNMENTAL ENTITY; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.**

**WHEREAS**, the Sierra Fire Protection District, in Washoe County, in the State of Nevada (the "District," the "County," and the "State," respectively) is a political subdivision of the State duly organized and operating as a fire district under the provisions of Nevada Revised Statutes ("NRS") 474.460 to 474.540, inclusive, and the general laws of the State; and

**WHEREAS**, the Board of Fire Commissioners of the District (the "Board"), proposes to issue general obligation bonds of the District, pursuant to NRS 350.020, to defray the cost of acquiring, constructing, improving and equipping fire stations and acquiring fire engines and fire fighting equipment; and

**WHEREAS**, the Board proposes to levy a special elective tax on behalf of the District, pursuant to NRS 354.5982, for the purpose of staffing, operating, maintaining and equipping the fire stations and acquiring and improving fire engines and fire fighting equipment; and

**WHEREAS**, a proposal to issue or incur general obligations pursuant to NRS 350.020 and a proposal to levy an additional tax ad valorem pursuant to NRS 354.5982 for a purpose

related to the purpose for which the general obligations are issued or incurred, may be combined into a single proposition pursuant to NRS 350.021; and

**WHEREAS**, the Board proposes (subject to the necessary approval of the Washoe County Debt Management Commission) to submit to the qualified electors of the District for their approval or disapproval, the following proposal:

**GENERAL OBLIGATION BOND AND SPECIAL ELECTIVE TAX PROPOSAL:**

**Shall the Board of Fire Commissioners of the Sierra Fire Protection District, Nevada, be authorized (1) to incur a general obligation indebtedness on behalf of the District by the issuance at one time, or from time to time, of the District's general obligation bonds, in one series or more, in the aggregate principal amount of not exceeding \$5,200,000 for the purpose of defraying the cost of acquiring, constructing, improving and equipping fire stations and acquiring fire engines and fire fighting equipment for the District, such bonds to mature commencing not later than five (5) years from the date or respective dates of the bonds and ending not later than thirty (30) years therefrom, payable from general (ad valorem) taxes (except to the extent other revenues are available therefor), and to be issued and sold at, above, or below par at an effective interest rate (including any sale discount) not exceeding the statutory maximum rate, if any, as shall be determined at the time of the sale thereof, and otherwise to be issued in such manner, upon such terms and conditions, with such covenants and agreements, and with such other detail as the Board of Fire Commissioners may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium, and (2) to levy an additional property tax rate for the purpose of defraying the cost to staff, operate, maintain and equip the fire stations and acquire and improve fire engines and fire fighting equipment, in the amount of up to 4.5 cents per \$100 of assessed valuation for a period of 30 years?**

(the "Proposal"); and

**WHEREAS**, subsection 1 of NRS 350.014 provides, in relevant part, as follows:

"1. Before any proposal to incur a general obligation debt or levy a special elective tax may be submitted to the electors of a municipality, . . . or, before any other formal action may be taken preliminary to the incurrence of any general obligation debt, the

proposed incurrence or levy must receive the favorable vote of two-thirds of the members of the commission of each county in which the municipality is situated.”

and

**WHEREAS**, subsection 1 of NRS 350.145 provides, in relevant part, as follows:

“1. The governing body of the municipality proposing to incur general obligation debt . . . or to levy a special elective tax... shall notify the secretary of each appropriate commission, and shall submit a statement of its proposal in sufficient number of copies for each member of the commission...”

and

**WHEREAS**, before a municipality may submit such a proposal to a debt management commission, the municipality must determine whether there is an “affected governmental entity,” as defined in NRS 350.0135(9), and if there is, provide written notification to the “affected governmental entity” which must include the proposal, the estimated amount the proposal would increase property taxes and the potential effect of the increase on the “affected governmental entity.”

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF FIRE COMMISSIONERS OF SIERRA FIRE PROTECTION DISTRICT, NEVADA:**

Section 1. This resolution shall be designated by the short title “2008 DMC Notice Resolution” (the “Resolution”).

Section 2. All action, proceedings, matters and things heretofore taken, had and done by the Board, and the officers thereof (not inconsistent with the provisions of this Resolution) concerning the Proposal be, and the same hereby is, ratified, approved and confirmed.

Section 3. The Clerk of the District is hereby authorized and directed to immediately notify the Secretary of the Washoe County Debt Management Commission (the “Commission Secretary” and the “Commission”, respectively) of the Proposal, and to submit to the Commission Secretary a statement of the Proposal in sufficient number of copies for each member of the Commission.

Section 4. The Board hereby determines that there is no "affected governmental entity," as defined in NRS 350.0135(9), to which it must provide written notification pursuant to NRS 350.0135.

Section 5. The Chief Financial Officer of the County and the District Fire Chief are hereby authorized and directed, if necessary, to amend the District's statements of current and contemplated general obligation debt and special elective taxes, capital improvement plan and debt management policy in accordance with the provisions of this Resolution, and to file any amendment with the Commission and the State Department of Taxation.

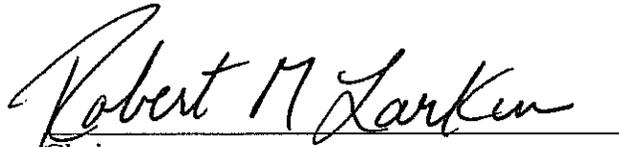
Section 6. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 8. This Resolution shall become effective and be in force immediately upon its adoption.

**PASSED AND ADOPTED** this July 8, 2008.

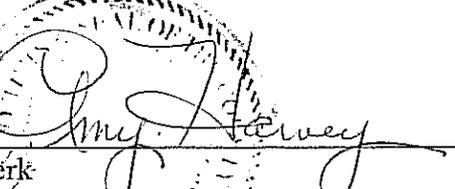
(SEAL)



Chairman  
Board of Fire Commissioners  
Sierra Fire Protection District, Nevada

Attest:



  
Clerk  
Board of Fire Commissioners  
Sierra Fire Protection District, Nevada

STATE OF NEVADA )  
 )  
COUNTY OF WASHOE ) ss.  
 )  
SIERRA FIRE )  
PROTECTION DISTRICT )

I am the undersigned duly elected and acting Clerk of Washoe County, Nevada and ex officio Clerk of the Sierra Fire Protection District (the "District"), and do hereby certify:

1. The foregoing pages are a true, correct and compared copy of a resolution adopted by the Board of Fire Commissioners (the "Board") of the District at a lawful meeting thereof held on July 8, 2008.

2. All members of the Board were given due and proper notice of such meeting and were present and voted on such resolutions as follows:

Those Voting Aye:

Jim Galloway  
David Humke  
Kitty Jung  
Robert M. Larkin  
Bonnie Weber

Those Voting Nay:

none

Those Absent:

none

3. Public notice of the meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpt from the agenda for the meeting relating to the resolutions, as posted at least 3 working days in advance of the meeting on the District's website, if any, and at:

- a. Washoe County Administration Complex  
1001 East Ninth Street, Bldg. A  
Reno, Nevada
- b. Washoe County Courthouse-Clerk's Office  
Virginia and Court Streets  
Reno, Nevada
- c. Washoe County Central Library  
301 South Center Street  
Reno, Nevada

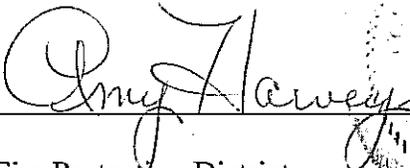
- d. Sparks Justice Court  
630 Greenbrae Drive  
Sparks, Nevada

is attached as Exhibit A.

4. Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notice of meetings of the Board in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Sierra Fire Protection District, on this July 8, 2008.

(DISTRICT SEAL)

  
\_\_\_\_\_  
Clerk  
Sierra Fire Protection District

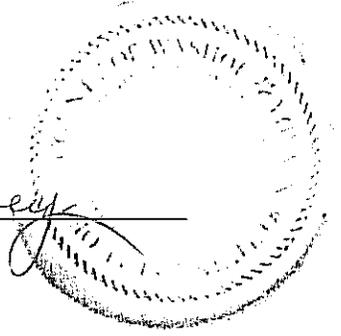


Exhibit A

(Attach Copy of Notice of July 8, 2008 Meeting)

Board of Fire Commissioners  
Robert Larkin: Chair  
Bonnie Webber: Vice Chair  
Jim Galloway: Commissioner  
David Humke: Commissioner  
Kitty Jung: Commissioner



Fire Chief Michael Greene

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## AGENDA

Sierra Fire Protection District  
Tuesday, July 8, 2008 4:00 PM  
Washoe County Commission Chambers  
1001 East 9<sup>th</sup> Street  
Reno, Nevada

Pursuant to NRS 241.020, the agenda for this meeting has been posted at the Washoe County Administrative Building, Washoe County Courthouse, Washoe County Main Library, Washoe County Health Department 1001 East 9<sup>th</sup> Street Building B Conference Room A&B and Sparks Justice Court. Support documentation for items on the agenda provided to the Sierra Fire Protection District Board of Directors is available to members of the public at the Sierra Fire Protection District office which is located at 16520 Wedge Parkway, Reno, Nevada

**NOTE:** Items on the agenda might not be considered in the order that they appear.

1. \* Call to order/roll call
2. Approval of Agenda for July 8, 2008 Board of Directors Meeting
3. Chief Report regarding volunteer training program, upcoming volunteer contract and upcoming projects and tasks (Page 1)
4. Discussion and possible action to adopt separate agreements between the Sierra Fire Protection District and the Verdi, Washoe Valley, Cold Springs, Peavine and Galena 501(c)(3) non-profit Volunteer Fire Departments (VFD) located within the district, outlining among other things the relationship and support responsibilities of the parties in connection with furnishing fire protection services within the district; and, if approved, authorization to the chairman to sign the agreements on behalf of the district. (Page(s) 2-3)
5. Discussion and possible authorization for the Sr. Risk Management analyst to renew the Property and Liability Insurance Policy for the SFPD with the Nevada Public Agency Insurance Pool, effective July 1, 2008 for an annual premium of \$ 69,195.20 (Page(s) 4-5)

6. Recommendation to approve and execute a resolution directing notice to the Washoe County Debt Management Commission requesting consideration of the Sierra Fire Protection District's proposal to issue bonds and levy a special elective tax. (Page(s) 6-7)

7. Recommendation to approve the Sierra Fire Protection District 2009-2013 Capital Improvement Program and Plan (Page(s) 8-9)

8. Director's/Managers Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda (No discussion among Commissioners will take place on this item)

9. Public comment and discussion thereon. The Sierra Fire Protection District Board of Directors welcomes courteous and respectful public comment and input. Due to the amount of business the District Board conducts, public comment is limited to 2 minutes per person.

10. Emergency items

11. Adjournment

Unless otherwise indicated by asterisk (\*), all items on the agenda are action items upon which the Board of Directors may take action. In accordance with NRS 241.020, this agenda closes by 9am on the third working day prior to the meeting, except as to emergencies or as otherwise permitted by law. We are pleased to make reasonable accommodations for people who are disabled and wish to attend meetings. If you should require special arrangements for the meeting, please contact our office at 775-849-1108 before the meeting date.