

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

TUESDAY

10:00 A.M.

JUNE 9, 2009

PRESENT:

**David Humke, Chairman**  
**John Breternitz, Commissioner**  
**Bob Larkin, Commissioner**  
**Kitty Jung, Commissioner**

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

ABSENT:

**Bonnie Weber, Vice Chairperson**

The Board convened at 10:07 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

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

**09-567      AGENDA ITEM 3**

**Agenda Subject: "Proclamation--June 11, 2009 as Secret Witness Day."**

Chairman Humke read the Proclamation to representatives of the Secret Witness Program.

Catherine Lowden, Secret Witness Program Chairwoman, thanked the Board for their support and the Proclamation. She said the Secret Witness Board was excited to honor law enforcement and to remember victims during the 30th anniversary event. Ms. Lowden introduced Board members that were present.

Don Richter, Secret Witness Founder, commented the Secret Witness Program demonstrated it was not always necessary to turn to government for funding. He said important results could be obtained and wished more energetic citizens would follow the Program's lead since it was possible to thank government without asking for hand-outs.

In response to the call for public comment, Sam Dehne applauded the efforts of the Secret Witness Program.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 3 be adopted. The Proclamation for same is attached hereto and made a part of the minutes thereof.

**09-568            AGENDA ITEM 4**

**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."**

Tom Noblett thanked the County road crew for recently clearing the ditches of trash and weeds in the Sun Valley area. He stated his dissatisfaction concerning the two-minute time limit for public speakers.

Sam Dehne spoke on his objection to the two-minute time limit for public speakers and suggested the decorum statement be omitted.

John Martin addressed the Board on county government's direct competition with private business. In particular, he said the Washoe County Sheriff's Office (WCSO) Regional Aviation Enforcement Program (RAVEN) firefighting helicopter directly competed with local helicopter firefighting companies. He said the RAVEN Program enjoyed a number of unfair advantages over private vendors including a somewhat lack of federal oversight. Mr. Martin felt there was not due diligence made to identify or qualify local assets for aerial firefighting. He did not believe there had been a true public accounting of the cost associated with the RAVEN Program to include the maintenance, upkeep, personnel and replacement of parts. Mr. Martin commented he had never seen or heard any reference to the insurance for this \$1 million County asset.

Justin Seyferth stated he was a commercial helicopter pilot that had over 10,000 hours operating a helicopter and was also concerned about the RAVEN Program. He said there had already been one accident that cost the County approximately \$350,000; however, not one gallon of water had been dropped. Mr. Seyferth remarked public notification on parts and costs for these aircrafts were completely out of line. He felt the options given to the Board was to contract a heavy lift helicopter; however,

remarked that was comparing peanuts to watermelons. Mr. Seyferth stated he did not think the public knew the actual realm of the helicopter accident that occurred in Dog Valley.

**09-569            AGENDA ITEM 5**

**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.)”**

Commissioner Larkin spoke on the June 2009 Thermalling and Cross-Country Camps being conducted at the Air-Sailing Glider Port located in the Warm Springs Valley. He requested an agenda item for either the County Commission or the Board of Fire Commissioners related to the Truckee Meadows fire contract including the current relationship with the Reno City Council and the Reno Fire Department, how it would affect the juxtaposition and staffing for the Truckee Meadows Fire Protection District (TMFPD). Commissioner Larkin stated he was concerned there may be a breach of contract and requested the discussion be fully vetted through the Joint Fire Advisory Board (JFAB).

Chairman Humke suggested expanding Commissioner Larkin’s request to include how that contract came about, was preformed, what it contained, when it was up for renewal, notice of termination and when the Board could take action to declare a breach of contract.

Commissioner Jung requested an item concerning the Regional Aviation Enforcement Program (RAVEN), specifically addressing aerial firefighting, the parallel to private vendors, all the costs associated with the program compared to the fair-market value and an update on the insurance for the helicopter.

Chairman Humke stated on June 7, 2009 he presented a Resolution of Appreciation for public school attendance. He remarked 88 newly graduated high school seniors had perfect attendance for their senior year. He said Bill Pierce Courtesy Honda, John and Sandra Raffelli and several local radio stations donated a new car to be awarded to one of those perfect attendees. Chairman Humke explained a name was drawn from the 88 students and the car was awarded. He recommended each student and the winner of the car attend a Board meeting to be recognized in an official resolution for their accomplishment.

Chairman Humke presented a Recognition of Accomplishment to Commissioner Larkin for receiving a Doctorate in Business Administration. The other Board members congratulated Commissioner Larkin for his success and accomplishment. Commissioner Larkin thanked his fellow Board members for their support and appreciated their good wishes.

**CONSENT AGENDA – AGENDA ITEMS 6A THROUGH 6O**

Katy Simon, County Manager, stated Agenda Item 6G(1) would be heard after Agenda Item 21.

In response to the call for public comment, Sam Dehne remarked on the size and content of the consent agenda.

**09-570      AGENDA ITEM 6A**

**Agenda Subject:** “Approve minutes for the Board of County Commissioners’ regular meetings of February 24, March 24 and April 21, 2009 and special meeting of March 3, 2009.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6A be approved.

**09-571      AGENDA ITEM 6B**

**Agenda Subject:** “Cancel July 28, 2009 County Commission meeting.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6B be approved.

**09-572      AGENDA ITEM 6C**

**Agenda Subject:** “Reappoint Mr. Rick Smith and Mr. Glen Copeland, Jr. to the Washoe County Advisory Board to Manage Wildlife, with terms to expire July 1, 2012. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Mr. Rick Smith and Mr. Glen Copeland, Jr., be reappointed to the Washoe County Advisory Board to Manage Wildlife, with terms ending July 1, 2012.

**09-573            AGENDA ITEM 6D**

**Agenda Subject: “Reappoint Mr. James Brown as a regular member (term would expire June 30, 2013) and Mr. Philip Horan as an alternate member (term would expire June 30, 2010) to the Washoe County Board of Equalization. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Mr. James Brown be reappointed as a regular member with a term ending June 30, 2013; and Mr. Philip Horan be reappointed as an alternate member with a term ending June 30, 2010, to the Washoe County Board of Equalization.

**09-574            AGENDA ITEM 6E – LABOR RELATIONS**

**Agenda Subject: “Approve Collective Bargaining Agreement with the Washoe County District Attorney Investigators’ Association for the period July 1, 2009 through June 30, 2010; ratify same; and if approved, authorize Chairman to execute the Collective Bargaining Agreement upon completion. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 6E be approved, ratified, authorized and executed.

**09-575            AGENDA ITEM 6F - LIBRARY**

**Agenda Subject: “Accept two Library Services and Technology Act Grants for Fiscal Years 2009 and 2010 [\$41,200 for language literacy programs and \$35,000 for a web-based tutoring program, with no local matches required]; and if accepted, authorize the Library Director to execute the grant-award documents and direct Finance to make appropriate budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6F be accepted, authorized, executed and directed.

**09-576            AGENDA ITEM 6G(2) – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Authorize the Chairman to execute a Resolution pursuant to NRS 278.0272(7) to sponsor an amendment to the 2007 Truckee Meadows Regional Plan**

**to delete the reference to the Spanish Springs Joint Plan in Policy 4.2.2 and on Map 6 and thereby eliminate the Spanish Springs Joint Planning Area. (Commission District 4.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 6G(2) be authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-577            AGENDA ITEM 6H(1) – DISTRICT HEALTH**

**Agenda Subject: “Approve increase [\$8,500] for Fiscal Year 2008/09 Purchase Order #5500009301 issued to Cardinal Health (Contract #MMS24001) bringing the total amount to approximately \$95,140 for pharmaceutical products in support of the medical clinic operations on behalf of the Community and Clinical Health Services Division of the Washoe County Health District. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6H(1) be approved.

**09-578            AGENDA ITEM 6H(2) – DISTRICT HEALTH**

**Agenda Subject: “Accept donation [\$500] from Catholic Healthcare West for the Washoe County Health District Immunization Program. (All Commission Districts.)”**

On behalf of the Board, County Manager Katy Simon thanked Catholic Healthcare West for their generous donation.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6H(2) be accepted.

**09-579            AGENDA ITEM 6I(1) – JUVENILE SERVICES**

**Agenda Subject: “Approve renewal of Interlocal Agreement between the County of Washoe (Department of Juvenile Services and the Charles M. McGee Center) and the Washoe County School District, concerning the use of office space at the McGee**

**Center for the Washoe County School District’s Truancy Intervention Coordinator and one secretary, to assist early intervention services for truant offending children in Washoe County; and if approved, authorize Chairman to execute Interlocal Agreement. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 6I(1) be approved, authorized and executed. The agreement for same is attached hereto and made a part of the minutes thereof.

**09-580            AGENDA ITEM 6I(2) – JUVENILE SERVICES**

**Agenda Subject: “Accept donations to the McGee Center (golf lessons/lifeskills from the First Tee of Northern Nevada’s Liza Schumacher; ballet lessons from the Conservatory of Movement’s Miriam Allen; art supplies from Griffin Transport’s Russell Romine and Purple Cow, Inc.; donated food items from Jose and Liz Ibaibarriaga’s Hickory Farms; clothing from John and Wenife de Diego; and, donated cookies from Leslie Hart and Girl Scout Troop #150. (All Commission Districts.)”**

On behalf of the Board, County Manager Katy Simon thanked the various donors for their generous donations.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6I(2) be accepted.

**09-581            AGENDA ITEM 6I(3) – JUVENILE SERVICES**

**Agenda Subject: “Accept Children’s Cabinet’s 2009 Stimulus Summer Employment Youth – ISY Grant [\$19,712 - no County match] to fund the salary of a Work Program Supervisor for 880 hours; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6I(3) be accepted and directed.

**09-582            AGENDA ITEM 6J(1) - PARKS**

**Agenda Subject: “Accept cash donations [\$30,582.64] and in-kind donation of labor and a bench from various businesses, organizations and individuals [\$4,165] for the Department of Regional Parks and Open Space programs and facilities; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts.)”**

On behalf of the Board, County Manager Katy Simon thanked the various donors for their generous donations.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6J(1) be accepted and directed.

**09-583            AGENDA ITEM 6J(2) - PARKS**

**Agenda Subject: “Authorize Regional Parks and Open Space Department to solicit written proposals to select a qualified respondent to operate and manage all facets of the public portion of the Regional Shooting Facility. (Commission District 4.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6J(2) be authorized.

**09-584            AGENDA ITEM 6K(1) – PUBLIC WORKS**

**Agenda Subject: “Authorize Public Works Department to bid the 911 Parr Boulevard Housing Unit 7 HVAC Replacement Project. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6K(1) be authorized.

**09-585            AGENDA ITEM 6K(2) – PUBLIC WORKS**

**Agenda Subject: “Award base bid and alternates 1 through 6 (preparation for security card readers, new partition in room 123, new office doors with windows, new doorway, smart board preparation and new vinyl flooring) for the Sheriff’s**

**Office DNA Crime Lab Remodel to the lowest responsive and responsible bidder (staff recommends Truckee Meadows Construction in the amount of \$73,352.61); and if approved, authorize Chairman to execute the contract documents. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 6K(2) be awarded, authorized and executed.

**09-586            AGENDA ITEM 6L(1) - PURCHASING**

**Agenda Subject: “Award Request for Proposal #2694-09 for the Protection Order Project, to the most responsive, responsible proposer, Committee to Aid Abused Women (CAAW), [annual amount not to exceed \$70,080]; and if awarded, authorize Acting Purchasing and Contracts Administrator to execute an Agreement with CAAW for a one-year period, commencing July 1, 2009 through June 30, 2010, with two, one-year renewal options, at the discretion of Washoe County. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6L(1) be awarded, authorized and executed.

**09-587            AGENDA ITEM 6L(2) - PURCHASING**

**Agenda Subject: “Award Request for Proposal #2690-09 for a Mass Fatality Plans Writer, to the most responsive, responsible proposer, Disaster Management International (DMI) [\$92,000], to assist Washoe County Emergency Management with the development of Statewide Mass Fatality Plans; and if awarded, authorize Acting Purchasing and Contracts Administrator to execute an Agreement for said services to DMI. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6L(2) be awarded, authorized and executed.

**09-588            AGENDA ITEM 6M(1) – SHERIFF’S OFFICE**

**Agenda Subject: “Accept donations [\$3,375] to the Washoe County Sheriff’s K-9 Program to be used to provide K-9 training/travel, equipment, and in support of**

**purchasing a new K-9; and if accepted, authorize Finance to make necessary budget adjustments. (All Commission Districts.)”**

On behalf of the Board, County Manager Katy Simon thanked the various donors for their generous donations.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6M(1) be accepted and authorized.

**09-589      AGENDA ITEM 6M(2) – SHERIFF’S OFFICE**

**Agenda Subject: “Accept grant funds [\$20,000 - no County match]) to the Washoe County Sheriff’s Office K-9 Unit from the NEWT Christian Fund at the Community Foundation of Western Nevada, to be used for the purchase of a K-9 patrol dog, 6-week orientation for the handler, transportation and veterinary evaluation and a protective K-9 vest; and if accepted, authorize Finance to make necessary budget adjustments. (All Commission Districts.)”**

On behalf of the Board, County Manager Katy Simon thanked the NEWT Christian Fund for their generous donation.

Commissioner Jung inquired on the price for the K-9.

Sergeant Mike Wright stated the Washoe County Sheriff’s Office (WCSO) was purchasing a K-9 that was certified in patrol and narcotics. He noted the cost for the K-9 and training was approximately \$18,000. Commissioner Jung asked if the K-9 would need further training. Sergeant Wright explained the K-9 had a foundation component and had begun scent work for narcotics and had previous patrol training.

Commissioner Jung asked if the WCSO had reviewed the possibility of obtaining an abandoned dog from the Humane Society to train with the same skills, instead of perpetuating the creation of more trained animals. She stated other community police departments had obtained abandoned animals without paying the type of fees associated with specific breed or purebred animals. Commissioner Jung said this would give a home and a job to an abandoned animal. Sergeant Wright indicated 90 percent of the law enforcement industry used a German Shepard Belgium Malamar because of their temperament. He remarked the quality and standards were much higher for K-9’s in law enforcement and a dog pound type dog would not be practical or realistic.

Commissioner Jung requested the WCSO further investigate and supply a full report concerning the best practices used in other communities. She said in the current economic times she would rather see the County take animals from local animal

shelters. Commissioner Jung stated she objected to purebreds or breed-specific animals since they could have health problems.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6M(2) be accepted and authorized.

**09-590            AGENDA ITEM 6N(1) – WATER RESOURCES**

**Agenda Subject: “Approve Interlocal Agreement with the Western Regional Water Commission (WRWC) for development and maintenance of a website for the WRWC and the Northern Nevada Water Planning Commission; and if approved, authorize Chairman to execute the Agreement and direct Finance to make necessary account changes. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 6N(1) be approved, authorized, executed and directed. The agreement for same is attached hereto and made a part of the minutes thereof.

**09-591            AGENDA ITEM 6N(2) – WATER RESOURCES**

**Agenda Subject: “Approve and authorize the Chairman to execute an Amended and Restated Washoe County, Nevada District 24 (Groundwater Remediation) Agreement for Ownership, Operation and Maintenance of Certain Remediation Facilities and for Reimbursement of Certain Expenses with the Truckee Meadows Water Authority. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6N(2) be approved, authorize and executed.

**09-592            AGENDA ITEM 6O**

**Agenda Subject: “Approve expenditure from County Commission District 5 special funding account [\$2,200] to Waste Management for purchase of dump vouchers for Lemmon Valley clean-up for use at the Stead Landfill. (Requested by Commissioner Weber.) (Commission District 5.)”**

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 6O be approved.

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Later in the meeting Chairman Humke noted this item could not be voted on without all Commissioners present. He indicated Commissioner Weber would later join the meeting via telephone so the Board could vote on this item at that time.

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**Commissioner Weber participated via telephone  
for Agenda Items 6G(1), 60, 21 and 22.**

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With Commissioner Weber present via telephone, on motion by Chairman Humke, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 6O be reopened and reconsidered.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried, Chairman Humke ordered that Agenda Item 6O be approved.

**BLOCK VOTE**

The following agenda items were consolidated and voted on in a block vote: Agenda Items 7, 8, 9, 10, 12, 13, 14, 19 and 20.

**09-593      AGENDA ITEM 7 – MANAGEMENT SERVICES/FIRE SERVICES COORDINATOR**

**Agenda Subject: “Discussion and possible approval of a Cooperative Agreement between Washoe County and the Pyramid Lake Paiute Tribe for Provision of Fire & Medical Services to the privately held areas of Sutcliffe; and if approved, authorize Chairman to execute the agreement [\$1,500 per fiscal year]. (Commission District 4.) *To be heard before Agenda Item #'s 8 and 9.*”**

Chairman Humke disclosed that he performed a small contract with the Judicial Department for the Pyramid Lake Paiute Tribe, but this item did not have any affect on that contract.

Commissioner Larkin thanked Kurt Latipow, Fire Service Coordinator, for his due diligence concerning this item.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 7 be approved, authorized and executed. The agreement for same is attached hereto and made a part of the minutes thereof.

**09-594            AGENDA ITEM 8 - MANAGEMENT SERVICES/FIRE SERVICES COORDINATOR**

**Agenda Subject:** “Recommendation to approve a Resolution to Dispose of Assets by Donation to Pyramid Lake Paiute Tribe from the Washoe County Fire Suppression Program of two surplus used fire apparatus, one 1983 Mack Structural Pumper VIN 1M1H143C7DM001092 and one 1988 Chevrolet Brush Truck VIN 1GBM7D1G5JZ107859 in “as is” condition; and if approved, authorize Chairman to execute the Resolution. (All Commission Districts.)” *To be heard after Agenda Item #7 and before Agenda Item #9.*

Chairman Humke disclosed that he performed a small contract with the Judicial Department for the Pyramid Lake Paiute Tribe, but this item did not have any affect on that contract.

Commissioner Larkin thanked Kurt Latipow, Fire Service Coordinator, for his due diligence concerning this item.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 8 be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**09-595            AGENDA ITEM 9 - MANAGEMENT SERVICES/FIRE SERVICES COORDINATOR**

**Agenda Subject:** “Discussion concerning approval of Cooperative Fire Protection Agreement between United States Department of the Interior Bureau of Land Management (Carson City District Office, Carson City, Nevada; Winnemucca District Office Winnemucca, Nevada; Norcal District, Susanville, California); Agreement Number: FAA-090002 and Washoe County, State of Nevada, and adoption of 2009 Annual Operating Plan for Cooperative Fire Protection Agreement between Bureau of Land Management (Carson City District Office; Winnemucca District Office; Norcal District, Susanville, California) and Washoe County, State of Nevada; and if all approved, authorize Chairman to execute both documents. (All Commission Districts.)” *To be heard after Agenda Item #'s 7 and 8.*

Commissioner Larkin thanked Kurt Latipow, Fire Service Coordinator, for his due diligence concerning this item.

There was no public comment on this item.

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

**09-596            AGENDA ITEM 10 - MANAGER**

**Agenda Subject: “Recommendation to confirm appointment of Sheri Mendez as Comptroller effective July 1, 2009 and set the annual salary at \$112,923.10.”**

Katy Simon, County Manager, noted the salary included a 2.5 percent reduction consistent with other management salaries.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that effective July 1, 2009, Sheri Mendez be appointed as Comptroller and the annual salary be set at \$112,923.10.

**09-597            AGENDA ITEM 12 – SOCIAL SERVICES DEPARTMENT**

**Agenda Subject: “Recommendation to authorize the Department of Social Services to expend up to \$351,000 in Fiscal Year 2009/10 from Children’s Services Accounts: 710714 referral services to benefit children in care and families who are clients in the most expeditious manner to promote keeping families intact, including the use of special purchase orders, purchase orders, procards to purchase specific items or gift cards to pay for food, support services, and Thanksgiving and Christmas food and gifts. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 12 be authorized.

**09-598            AGENDA ITEM 13 – MANAGEMENT SERVICES/EMERGENCY MANAGEMENT**

**Agenda Subject: “Recommendation to approve a 100% grant-funded purchase of 37 emergency shelter trailers and related equipment from Grainger Industrial Supply (sole source) utilizing the Western States Contracting Alliance Contract**

**Number 7066 administered by the State of Nevada [net amount \$294,924.97]; and if approved, approve budget adjustments to increase budget authority for capital equipment by \$66,174.27 and decrease professional services by same amount (net effect \$0) and direct Finance to make appropriate adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 13 be approved and directed.

**09-599            AGENDA ITEM 14 – JUVENILE SERVICES**

**Agenda Subject: “Recommendation to approve Amendment #1 to Contract between the State of Nevada (Department of Health and Human Services, Division of Child and Family Services) and Washoe County (Department of Juvenile Services) to temporarily house juveniles under the jurisdiction of the State Youth Parole Bureau in the Wittenberg Hall Juvenile Detention Facility, effective July 1, 2009 to June 30, 2011 [Washoe County to be reimbursed at a cost of \$110 per day per youth with total contract not exceeding \$134,560 in Fiscal Year 2010 and \$134,560 in Fiscal Year 2011 to a maximum of \$269,120]; and if approved, authorize Chairman to execute Amendment #1. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 14 be approved, authorized and executed.

**09-600            AGENDA ITEM 19 – WATER RESOURCES**

**Agenda Subject: “Recommendation to approve and authorize the Chairman to direct the Washoe County Comptroller to disburse the Development Impact Fees [not to exceed \$2,602,909.59] collected for Southeast Truckee Meadows Stormwater Detention Basins to Nevada Tri Partners, LLC. (Commission District 2.)”**

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 19 be approved, authorized and directed.

**09-601            AGENDA ITEM 20 – WATER RESOURCES**

**Agenda Subject: “Recommendation to approve and authorize Chairman to execute an Agreement for Consulting Engineering Services with Hydro Geo Chem, Inc. for**

**professional services in support of the Central Truckee Meadows Remediation District Program [\$398,233]. (Commission Districts 3 and 5.)”**

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 20 be approved, authorized and executed.

**09-602            AGENDA ITEM 11**

**Agenda Subject: “Recommendation to appoint two individuals to the Airport Noise Advisory Panel, with terms to expire May 31, 2011. (All Commission Districts.)”**

There was no public comment on this item.

Following discussion, on motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Bill Vandenberg be reappointed and Michael Moreno be appointed to the Airport Noise Advisory Panel with terms ending May 31, 2011.

**09-603            AGENDA ITEM 15 - PARKS**

**Agenda Subject: “Recommendation to accept American Recovery and Reinvestment Act of 2009 Funding, [\$3,883,000 - no cash match required] federal stimulus funding administered through the U.S. Forest Service and the Nevada Department of Agriculture for 7 approved ecosystem restoration projects in Washoe County; and if accepted authorize Regional Parks and Open Space Director to sign all Cooperative Funding Agreements and subsequent documents and reports associated with the granting of these funds, authorize Finance to establish required cash and expense accounts and make appropriate budget adjustments, and authorize Regional Parks and Open Space Department to accept requests for proposal and grant permissions to bid as appropriate for selection of consultants and contractors to immediately implement the intent of these funds. (All Commission Districts.)”**

Lynda Nelson, Planning Manager, indicated these projects were in the eco-system restoration category. She reviewed the project descriptions, which included the project category, timeframe for award, number of jobs created and the description of the benefits that would arrive from placing citizens back to work, as listed in the staff report.

Commissioner Larkin said this was being stated as stimulus monies and inquired on the number of projected jobs. Ms. Nelson replied there would be a minimum of 144 jobs, the requirement to meet the stimulus funding, but believed there would be more. She indicated Washoe County would receive 93 percent of the \$3.8 million. Ms.

Nelson remarked the projects were projected to be completed by 2013 and indicated staff would provide quarterly updates.

Commissioner Larkin asked if any new County jobs would be created. Ms. Nelson replied the jobs would be within the private industry; however, the goal was to employ Washoe County citizens. If that was not possible, due to the scope of work, then people within the State would be employed.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Agenda Item 15 be accepted and authorized.

**09-604            AGENDA ITEM 16 – PUBLIC WORKS**

**Agenda Subject: “Discussion and direction to staff regarding ownership and maintenance responsibility for drainage easements shown on Spring Valley Estates Subdivision Tract Map #166. (Requested by Commissioner Humke - Commission District 2.)”**

Chairman Humke asked the concerned parties to give their statements.

Ron Chohamin stated, as prescribed by statute, in 1977 the Spring Valley Subdivision was designed and approved by Washoe County with a storm drainage plan that formed a grid of drainage easements throughout the area. He explained those drainage easements were parallel and perpendicular to the approved streets to permit street runoff and down-slope through the homeowners property into a course arriving at the Whites Creek Irrigation Canal. Mr. Chohamin said in 2008 he was approached by his neighbor about the County Roads Division accessing his backyard to clear a blockage in the easement that was causing flooding on the neighbor’s property. He agreed and County staff proceeded to clear the blockage. Mr. Chohamin explained the blockage was due to the accumulation of sediment and debris over a 30-year life of the development. However, that was a temporary measure, which would necessitate a follow-up for a future permanent improvement to the easement noting that the adjoining fence would have to be removed during that work. He indicated it was later learned that staff had been directed by a County Engineer not to perform the permanent work. Mr. Chohamin said he met with County staff in July 2008 to discuss remediation of the street storm drainage flooding. He said staff indicated they had no record of maintaining the easement and the easement did not belong to the County. However, the County approved the Plat designing such and noted local residents had witnessed County maintenance for decades. He indicated there had been numerous correspondence and explained the nature of that correspondence. Mr. Chohamin said County Code required that a permanent easement for access and maintenance granted to the County in section 110.420.40 specified the Roads Division duty which supported that the Roads Division did maintain storm drainage

easements in the County. He requested the Board direct staff to perform the necessary maintenance to prevent flooding and damage to private property.

Jane Griffin remarked she was the original owner of her property in the Spring Valley Estates. She explained Mr. Chohamin's property contained the drainage easement; however, because the drainage easement was not engineered or maintained, storm run-off accumulated at the front and side of her property. Ms. Griffin explained on several occasions the County Roads Division had corrected and maintained drainage between her property and Mr. Chohamin's property. She said in 2006 the Roads Division attempted to clean the easement and build a berm to prevent water from draining into the yard and underneath her property. However, that was a short-term solution because in large storms the water failed to drain properly and the maintenance did not address the area between the two properties. She was concerned because homes in the upper elevations, which became heavier with construction and development over the years did not drain properly. Ms. Griffin indicated she spent a large amount of money installing sump pumps and restoring the crawl space under her property, but that was neither an adequate nor a preventative solution. She said according to the County the drainage easement was not on her property so she had relied on previous owners of the adjacent property to help ease the problem. She requested remediation to County standards, a solution to relieve pooling water and engineer adequate drainage for a natural water course.

Melanie Foster, Legal Counsel, commented when the subdivision map was recorded there were certain requirements for the dedication of easements to Washoe County as the local government with jurisdiction over the planning process. She said at that time those requirements existed in statute and County Code. She said the District Attorney's (DA) opinion offered by Terry Shea, Deputy District Attorney, was a consistent opinion of the DA's Office in cases where the subdivision plat did not contain express offer and acceptance of the easements where there was not an easement created which fell within the purview of the County to maintain. However, in the case of older subdivisions, the language of the map was not written allowing a person to say that the County accepted the easement, but that the map was approved and accepted. She said the basis for the DA opinion was there was not an expressed dedication or an expressed acceptance. She stated there were numerous easements within the County that existed for a number of subdivisions that had been approved, some within the County's purview and some now within the purview of the Cities of Reno and Sparks. She said the obligation to maintain those easements would be enormous. Ms. Foster said it was a question of law, but in reviewing the map she could not say that the County accepted the easements when the map was recorded in the 1970's and, if the Board chose to move forward, it would be a policy decision.

Chairman Humke commented in the 1970's when the map was accepted there was a process, but was unclear if there was an express of the dedication of the easement. Ms. Foster agreed. She explained it was not expressed on the map if the drainage easements were intended for dedication. She reiterated that Mr. Shea's opinion was consistent with the general advice from the DA's Office that had been offered, which

was absent the expressed dedication and acceptance. Chairman Humke understood the legal position taken on behalf of the County since it preserved the County's assets. He asked if the Board chose to follow the DA's opinion would Mr. Chohamin and Ms. Griffin have any recourse from the original developer. Ms. Foster remarked she could not express an opinion on that because of the statute of limitations pertaining to construction laws. Chairman Humke remarked the developer and representatives defined an easement and an easement was created, but the failure was the dedication and acceptance. He stated this was an "orphaned easement" because there had been no responsibility taken. Ms. Foster said that term had been used in the past to refer to similar situations where subdivisions were created and when the maps reflected the existence of certain easements, which were never accepted, perfected or maintained, but simply showed up on a map.

An aerial photograph was displayed, which was placed on file with the Clerk, indicating the location of the two residences in question and the location of the easements. Chairman Humke asked if the two properties were adjacent to each other on the east side and if the water drained from the street to the back of the properties. Mr. Chohamin replied the street drained to the east through the easement. He noted there was a perpendicular easement situated north throughout the subdivision that carried the water into the Whites Creek Irrigation Canal; however, that easement took advantage of the general slope of the drainage included when the subdivision was designed. Chairman Humke said photographs included in the staff report depicted east/west easements and asked for those to be identified. Mr. Chohamin explained that photograph was looking from the west from the center of the easement outside of the fence. Chairman Humke inquired on the estimated task to clean the easements. Mr. Chohamin remarked the remedy was beyond the fence in the photograph and into the backyard because the trench did not continue at the same depth and width as depicted in the front. He indicated there was a fence between the two properties that bordered the easement which made it difficult to trench out the easement, but it could be done. Mr. Chohamin said once the drainage easement had been remedied the fence would be rebuilt in a less encumbering position.

Commissioner Larkin asked why the County would access a private easement. Kimble Corbridge, Assistant Public Works Director, explained normally the County did not enter private property to maintain drainage easements. He said when flooding occurred there was some misunderstanding as to who owned the easement, but because the County tried to be responsive to the citizen on this one-time basis, staff went and cleaned the easement allowing the water to flow. Commissioner Larkin asked if there was a current plat and/or current Geographic Information System (GIS) data base of all County owned or accepted easements. Mr. Corbridge remarked staff had been working on an assessment management that had a layer created for that purpose; however, that was not perfected at the present time. He said it was trying to be determined as to what easements had been accepted by the County for maintenance. Commissioner Larkin asked what percentage of County easements that lay within the unincorporated portion of the County tend to fit into this category. Mr. Corbridge stated there were hundreds of miles of these types of drainage easement patterns.

Commissioner Larkin stated this was a County-wide issue and the Board needed to enter a policy discussion because there were hundreds of homeowners that could ask for this relief.

Commissioner Breternitz said over the years he had been involved in numerous dedications of easements to various municipalities and over the course of those dedications understood that while the property owner or developer was asking the municipality to accept easements the actual responsibility for maintenance for those easements, with regard to drainage, was the owner of the adjacent properties. He said he had seen where modifications to drainage patterns had taken place and had been done by landscaping, but always had been settled between property owners and possibly a homeowners association. Never was it assumed that the municipality was responsible for the actual maintenance. Commissioner Breternitz stated he leaned toward concurrency of the DA opinion, but there were other extenuating circumstances because the County had performed some maintenance.

Mr. Shea stated he obtained a copy of the Conditions, Covenants, and Restrictions (CC&R's) that pertained to this particular subdivision and those stated that the Spring Valley Estates developer reserved unto itself the drainage easements in the CC&R's. He said it placed upon the owner of each of those lots the duty to maintain the improvements on those lots. Mr. Shea felt that bolstered the belief these were private easements and the County had no maintenance responsibility.

Commissioner Larkin said it was indicated that County employees were accessing private easements and asked if that created a burden to the County for continuing maintenance on those easements. Mr. Shea said he did not know the extent of that service, but by doing so the County had undertaken the basic responsibility for maintenance that fell to the owner under the CC&R's. Commissioner Larkin asked if County employees were gaining access without authorization by thinking it was a public easement or an easement required by the County to maintain. Mr. Shea replied creating a duty to maintain this type of infrastructure had to be based on more than just happenstance.

Ms. Foster commented there needed to be an on-going pattern and practice on the part of the government where there was a clear assumption of an interest in the parameters in the ownership of some part of that easement. She said this was not a duty that arose casually and could arise through explicit action of the governing body, which had happened previously, but was not something that arose through the occasional lax of a group of employees.

Chairman Humke asked if the drainage came from the public street onto private property was there any liability created under common law as to flooding. Ms. Foster said every property owner, government or private, was considered responsible to use their property in a reasonable manner that did not cause harm to adjoining property owners. She said based on the comments heard today she could not give an opinion regarding any liabilities that may accrue.

Ms. Griffin respectively reminded the Board that the maintenance was not a one-time occurrence and that the County had provided maintenance not only for this area, but throughout the subdivision. She explained there was nothing she could do on her property short of re-routing the drainage from the easement since it was located on the adjoining property. Chairman Humke asked if Ms. Griffin had kept a maintenance log. Ms. Griffin replied she had a record of one instance from 2006.

Mr. Chohamin submitted the Plat as evidence, which was placed on file with the Clerk, and said the language approving and accepting the easement was stated clearly on the County Commissioners certificate on the Plat. He recited the language of the County Code that stated “prescribed that private property storm drainage easements would be required for stormwaters generated within the boundaries of a development that discharge onto or across private property, if the storm drain waters generated within the boundaries of the development discharges from a public drainage system onto and across private property, a permanent easement for access and maintenance shall be granted to the County from the property boundary to the point of discharge into an existing public storm drain system, major drainage facility or natural water course. Improvements to County standards shall be required if the County was to maintain the easement, the County Engineer shall determine if the easement was to be accepted for maintenance.” He said that language stated the Plat was approved and accepted and also noted that the easements were offered and hereby accepted.

Chairman Humke moved that the Board approve the authorization of work on a one-time basis, not to establish a precedent, but to authorize the work by County staff to conduct a cleaning of the easement between the affected adjoining properties on an east/west trajectory down to the rear property line. Commissioner Jung seconded the motion.

Commissioner Jung asked if a motion that stated “not to set a precedent” was legal and precedent setting. Ms. Foster replied whether this act of cleaning the easement coupled with any prior cleanings and, if that rose to the level of creating interest on the County’s part, was an open question. She urged the Board to include an execution of a full hold harmless agreement from the property owner, that way by creating a benefit for the owner, the County was not put in the position of the next property owner.

Commissioner Humke amended the motion to include the requirement of the two property owners to sign a Hold Harmless Agreement before any work was completed satisfactory to the County and reserving any conditions placed by the DA’s Office. The seconder agreed.

On call for the question the motion failed with Chairman Humke and Commissioner Jung voting “yes,” Commissioner’s Larkin and Breternitz voting “no,” and Commissioner Weber absent.

There was no further action taken on this item.

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Commissioner Weber participated via telephone  
for Agenda Items 6G(1), 60, 21 and 22.

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**09-605      AGENDA ITEM 21 – COMMUNITY DEVELOPMENT**

**Agenda Subject:** “Recommendation for direction to implement cost saving measures for the Washoe County Citizen Advisory Boards. Cost saving measures include reducing meeting frequency to six times each year for 10 Citizen Advisory Boards (East Washoe Valley, Galena-Steamboat, Incline Village/Crystal Bay, North Valleys, Spanish Springs, Southeast Truckee Meadows, Southwest Truckee Meadows, Sun Valley, Warm Springs, West Washoe Valley); temporarily suspending the Central Citizen Advisory Board; and, combining the Verdi Township and West Truckee Meadows Citizen Advisory Boards. All cost saving measures are to be implemented starting July 1, 2009 and will continue until otherwise directed by the County Commission. (All Commission Districts.) *To be heard before Agenda Item #6G(1).*”

Commissioner Jung asked what Districts the East Truckee Canyon and Southwest Citizen Advisory Boards (CAB) were located in. Bob Webb, Planning Manager, replied East Truckee Canyon CAB was in District 4 and Southwest CAB was in District 2. He clarified the CAB’s not changing were the East Truckee Canyon and Gerlach/Empire.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Agenda Item 21 be approved.

**09-606      AGENDA ITEM 6G(1) – COMMUNITY DEVELOPMENT**

**Agenda Subject:** “Approve professional recording secretarial services by Specialized Secretarial Services (Allayne Donnelly-Everett), Trifox (Pamela Fox) and Career Choices (Jane Maxfield) to Washoe County’s 13 active Citizen Advisory Boards for Fiscal Year 2009/10; and if approved, authorize Chairman to execute Independent Contractor Agreements with Specialized Secretarial Services [\$30,922 - General Fund] and Trifox [\$11,976 - General Fund] to provide professional recording secretarial services to 12 of the 13 active Washoe County Citizen Advisory Boards for Fiscal Year 2009/10. (All Commission Districts.)” *To be heard after Agenda Item #21.*

In response to a question from Commissioner Weber concerning an agreement with Career Choices, Bob Webb, Planning Manager, replied Career Choices and the County currently had a standing Purchase Order through the Human Resources Department that indicated Jane Maxfield acted as an employee for Career Choices. Commissioner Weber said that should have been clearly indicated on the agenda.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G(1) be approved, authorized and executed.

**09-607      AGENDA ITEM 22**

**Agenda Subject: “Discussion and possible direction to staff concerning frequency and timing of Board of County Commission meetings, including, but not limited to, holding two meetings per month, start time of meetings, start time for public hearings, when appearances/presentations would be scheduled. Requested by Commissioner Weber.”**

Commissioner Larkin suggested Board meetings be held on the second and fourth Tuesday of the month beginning at 10:00 a.m., public hearings scheduled for 6:00 p.m. and dropping the scheduled meeting on the third Tuesday. He noted this should commence in July.

Commissioner Breternitz felt this schedule would result in a savings. Commissioner Jung agreed and added the base cost of savings was approximately \$8,000.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that the Board of County Commission would meet at 10:00 a.m. on the second and fourth Tuesdays of the month.

Melanie Foster, Legal Counsel, explained there would be an item within the consent agenda to cancel the meeting normally scheduled for the third Tuesday, in order to retain the existing ordinance that stated the days for Commission meetings.

Following further discussion, on motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that public hearings would be heard at 6:00 p.m. preferably on the first scheduled meeting of the month, but allow for modifications as needed.

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**Commissioner Weber did not participate in the remainder of the meeting.**

\* \* \* \* \*

09-608

**AGENDA ITEM 17 – DISTRICT ATTORNEY**

**Agenda Subject:** “Introduction and first reading of an Ordinance amending Chapter 25 of the Washoe County Code (Business Licenses, Permits and Regulations) to impose an additional tax on transient lodging in certain places in Washoe County of up to 3 percent for the state general fund and the state supplemental school support fund (pursuant to 2008 Washoe County General Election Ballot Question 6 and Initiative Petition 1 of the 2009 Nevada Legislature); amending various sections of Chapter 25 to clarify schedule, late charges and remittance of said additional tax; and other matters properly relating thereto. (All Commission Districts.)”

Commissioner Larkin said this was the follow-up to ballot question WC-6 and asked if it met the intent of Washoe County voters. Tim Smith, Reno-Sparks Convention and Visitors Authority Vice President of Finance, stated it did meet that intent. He indicated the vote was 57 percent in favor that the room tax increase was warranted.

There was no public comment on this item.

Bill No. 1589, entitled, "AN ORDINANCE AMENDING CHAPTER 25 OF THE WASHOE COUNTY CODE (BUSINESS LICENSES, PERMITS AND REGULATIONS) TO IMPOSE AN ADDITIONAL TAX ON TRANSIENT LODGING IN CERTAIN PLACES IN WASHOE COUNTY OF UP TO 3 PERCENT FOR THE STATE GENERAL FUND AND THE STATE SUPPLEMENTAL SCHOOL SUPPORT FUND ( PURSUANT TO 2008 WASHOE COUNTY GENERAL ELECTION BALLOT QUESTION 6 AND INITIATIVE PETITION 1 OF THE 2009 NEVADA LEGISLATURE); AMENDING VARIOUS SECTIONS OF CHAPTER 25 TO CLARIFY SCHEDULE, LATE CHARGES AND REMITTANCE OF SAID ADDITIONAL TAX; AND OTHER MATTERS PROPERLY RELATING THERETO" was introduced by Commissioner Larkin, the title read to the Board and legal notice for final action of adoption directed.

09-609

**AGENDA ITEM 18 – WATER RESOURCES**

**Agenda Subject:** “Introduction and first reading of an Ordinance revising the requirements and Schedule of Rates and Charges for water service within certain areas of Washoe County; requiring the Department of Water Resources to submit billings to all water users within the certain areas; requiring payment thereof; and providing procedures for its enforcement. Public Hearing on the matter to be set for June 23, 2009. This Ordinance repeals Ordinance No. 1389. (All Commission Districts.)”

Ben Hutchins, Finance and Customer Service Manager, indicated two public hearings were conducted. He said one was located at the Lazy 5 Library with three

individuals in attendance and the other held at the South Valley's Library with five individuals attending. He commented no written comments were received.

There was no public comment on this item.

Bill No. 1590, entitled, "**AN ORDINANCE REVISING THE REQUIREMENTS AND SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE WITHIN CERTAIN AREAS OF WASHOE COUNTY; REQUIRING THE DEPARTMENT OF WATER RESOURCES TO SUBMIT BILLINGS TO ALL WATER USERS WITHIN THE CERTAIN AREAS, REQUIRING PAYMENT THEREOF; AND PROVIDING PROCEDURES FOR ITS ENFORCEMENT. THIS ORDINANCE REPEALS ORDINANCE NO. 1389**" was introduced by Commissioner Jung, the title read to the Board and legal notice for final action of adoption directed.

**09-610            AGENDA ITEM 23 – 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. (All Commission Districts.)”**

John Slaughter, Management Services Director, explained staff would bring a complete end-of-session report to the Board in July. Mr. Slaughter said staff was currently identifying all of the legislative measures that would require action by the County and would be included in the forthcoming report. He distributed an update on the various bills that the Board tracked during the session which was placed on file with the Clerk. Mr. Slaughter stated the bills the County had brought to the legislature were all successful.

**AB 494**

Mr. Slaughter commented AB 494 previously required the entire State to conduct a study of all local government expenditures, but had now been narrowed to Washoe and Clark County's with the study being completed by Washoe County to review the top three expenditures: public safety, public works and general government, and specifically reviewing possible consolidation and reorganization in those areas.

Chairman Humke asked what the amount of the appropriation was from the State to defray the cost of that study. Mr. Slaughter replied most of the appropriation was given back to the State through another bill and indicated there was no appropriation.

Commissioner Larkin said staff from the Cities of Reno and Sparks and Washoe County were now charged with completing the study and asked if there were any other bodies involved. Mr. Slaughter remarked those were the only three entities

concerned. Commissioner Larkin inquired on the time frame. Mr. Slaughter replied it specified on or before the first of September 2010. Commissioner Larkin asked if there was any juxtaposition with SCR 37, such as did SCR 37 set out a timeframe. Mr. Slaughter stated for SCR 37 the State would bring in a consultant for that process and the report would be delivered to the Interim Finance Committee by July 1, 2010. Commissioner Larkin stated the County needed to get on AB 494 as self protection and schedule an authorization for the Manager and put together a team.

Mr. Slaughter clarified the County's report and the report of the two Cities was due September 1, 2010. He indicated the reports were described as separate; however, that did not prohibit the County from working with the Cities. He commented the SCR 37 report the State was preparing with a consultant was due July 1, 2010.

Katy Simon, County Manager, suggested this be referred to the Shared Services Committee for a shared report and, that it be considered on the next Joint Meeting agenda to take action to direct staffs to collaborate on a report.

Commissioner Breternitz stated it would be helpful if the Board had a copy of the final version of AB 494 and to schedule a future discussion item. Mr. Slaughter said staff would bring the full legislative report to the Board in July; however, this specific item could be brought to the Board sooner.

Ms. Simon encouraged the Board to have a conversation on June 23rd because the Shared Services Committee was scheduled to meet on July 9th.

### **AB 453**

Chairman Humke asked what was the total amount of revenue being taken from Washoe County taxpayers. Ms Simon replied for 2009/10 the amount would be approximately \$15 million and in 2010/11 the amount would be approximately \$14 million for a total of \$29 million over the biennium. Chairman Humke asked if that legislation affected only Washoe and Clark Counties. Mr. Slaughter stated that was correct.

**1:20 p.m.** The Board recessed.

**5:30 p.m.** The Board returned and convened as the Board of Trustees for the South Truckee Meadows General Improvement District (STMGID) with Commissioner Weber absent.

**5:40 p.m.** The Board adjourned as the STMGID Board of Trustees and reconvened as the Board of County Commissioners with Commissioner Weber absent.

### **09-611 AGENDA ITEM 29**

**Agenda Subject:** "Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to (these may

**include, but not be limited to, Regional Transportation Commission, Reno-Sparks Convention & Visitors Authority, Debt Management Commission, District Board of Health, Truckee Meadows Water Authority, Organizational Effectiveness Committee, Investment Management Committee, Citizen Advisory Boards).”**

Commissioner Larkin requested alternates for the Regional Planning Governing Board (RPGB), the Flood Project Coordinating Committee (FPCC) and the Regional Transportation Commission meetings (RTC). He said he attended the Northern Nevada Law Enforcement Academy Graduation on June 4, 2009 and was impressed with their camaraderie and dedication.

Chairman Humke said he would attend the Reno-Sparks Visitor and Convention Authority (RSCVA) Finance Committee meeting on June 10th. He requested an alternate for the School Bond Oversight Committee meeting scheduled for June 11th.

Commissioner Jung reported that the Open-Space Commission unanimously approved a study group for the Regional Shooting Facility. She said the Sun Valley Pool opened on June 6, 2009 and was a great success. Commissioner Jung remarked that the pool had been retrofitted with the ADA required pump covers. Commissioner Jung said she would attend the Finance Committee meeting for the FPCC on June 11th, but would be unable to attend the FPCC meeting because she would be attending the Nevadaworks day-long retreat for Commissioner Weber. She said she attended the Reno-Tahoe International Airport’s new baggage facility tour and noted this was a \$60 million project based on user fees and the Transportation Security Administration. Commissioner Jung commented the contracts for this project were local.

Commissioner Breternitz said there was a West Truckee Meadows Citizen Advisory Board (CAB) meeting on June 8, 2009 with discussion concerning the combination with the Verdi Township CAB. He said there was a RPGB meeting scheduled for June 11, 2009.

**5:54 p.m.** The Board recessed.

**6:06 p.m.** The Board returned with Commissioner Weber absent.

## **PUBLIC HEARINGS**

### **09-612 AGENDA ITEM 25 – WATER RESOURCES**

**Agenda Subject: “Second reading and adoption of an Ordinance amending Ordinance No. 1000 in order to change the boundaries of District No. 24 (Groundwater Remediation); and providing other matters relating thereto (Bill No. 1586). (All Commission Districts.)”**

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

On motion by Commissioner Jung, seconded by Chairman Humke, which motion duly carried with Commissioner Weber absent, it was ordered that Ordinance No. 1407, Bill No. 1586, entitled, **“AN ORDINANCE AMENDING ORDINANCE NO. 1000 IN ORDER TO CHANGE THE BOUNDARIES OF DISTRICT NO. 24 (GROUNDWATER REMEDIATION); AND PROVIDING OTHER MATTERS RELATING THERETO,”** be approved, adopted and published in accordance with NRS 244.100.

**09-613            AGENDA ITEM 25 – WATER RESOURCES**

**Agenda Subject: “Second reading and adoption of an Ordinance imposing a fee on the parcels of land in Washoe County, Nevada District No. 24 (Groundwater Remediation) to pay the costs of developing and carrying out a plan for remediation; and prescribing other matters relating thereto (Bill No. 1587). (All Commission Districts.)”**

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

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Ordinance No. 1408, Bill No. 1587, entitled, **“AN ORDINANCE IMPOSING A FEE ON THE PARCELS OF LAND IN WASHOE COUNTY, NEVADA DISTRICT NO. 24 (GROUNDWATER REMEDIATION) TO PAY THE COSTS OF DEVELOPING AND CARRYING OUT A PLAN FOR REMEDIATION; AND PRESCRIBING OTHER MATTERS RELATING THERETO,”** be approved, adopted and published in accordance with NRS 244.100.

**09-614            AGENDA ITEM 26 – CLERK’S OFFICE**

**Agenda Subject: “Second reading and adoption of an Ordinance amending Chapter 5 of the Washoe County Code relating to the operation of the Office of the Commissioner of Civil Marriages to provide that said office will operate by appointment only as determined by the County Clerk effective July 1, 2009; and other matters properly relating thereto (Bill No. 1588). (All Commission Districts.)”**

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

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Ordinance No. 1409, Bill No. 1588, entitled, **“AN ORDINANCE AMENDING CHAPTER 5 OF THE WASHOE COUNTY CODE RELATING TO THE OPERATION OF THE OFFICE OF THE COMMISSIONER OF CIVIL**

**MARRIAGES TO PROVIDE THAT SAID OFFICE WILL OPERATE BY APPOINTMENT ONLY AS DETERMINED BY THE COUNTY CLERK EFFECTIVE JULY 1, 2009; AND OTHER MATTERS PROPERLY RELATING THERETO,"** be approved, adopted and published in accordance with NRS 244.100.

**09-615            AGENDA ITEM 27 – COMMUNITY DEVELOPMENT**

**Agenda Subject: “Development Code Amendment Case Number DC06-005. (All Commission Districts.)”**

**Introduction and first reading of an Ordinance amending provisions relating to Washoe County Code Chapter 110, Article 306 and Article 310 to provide standards for the temporary and permanent use of cargo containers as detached accessory structures, and other matters properly relating thereto; and scheduling of a public hearing and second reading of the Ordinance. (All Commission Districts.)**

In response to Chairman Humke, Roger Pelham, Senior Planner, explained the amendment and the ordinance were the same action. He said the Development Code amendment was intended to create standards for the permanent and temporary use of cargo containers as detached accessory structures on parcels within Washoe County. Mr. Pelham said the use of cargo containers as detached accessory structures had increased and this type of structure presented unique challenges, particularly visual impact, so it was prudent to have standards to address the issue. He conducted a PowerPoint presentation, which was placed on file with the Clerk, highlighting the standards for permanent and temporary use, citizen concerns and the Planning Commission actions.

Commissioner Breternitz said the recommendation from the Planning Commission was to increase the length to 40 feet; however, Exhibit A listed the length as 24 feet. He asked if those changes would be made at a later date. Mr. Pelham replied the intent was 40 feet and explained that was an error in the staff report.

Chairman Humke asked if the ordinance covered open dumpsters. Mr. Pelham stated this ordinance only covered cargo containers.

There was no public comment on this item.

Bill No. 1591, entitled, "**AN ORDINANCE AMENDING PROVISIONS RELATING TO WASHOE COUNTY CODE CHAPTER 110, ARTICLE 306 AND ARTICLE 310 TO PROVIDE STANDARDS FOR THE TEMPORARY AND PERMANENT USE OF CARGO CONTAINERS AS DETACHED ACCESSORY STRUCTURES, AND OTHER MATTERS PROPERLY RELATING THERETO**" was introduced by Commissioner Breternitz, set for public hearing on June 23, 2009, the title read to the Board and legal notice for final action of adoption directed.

**Agenda Subject:** “Comprehensive Plan Amendment CP09-002, Washoe ARC. (Commission District 5.)”

To consider a request to amend the Sun Valley Area Plan being a part of the Washoe County Comprehensive Plan. The amendment request would re-designate Assessor Parcel Number 085-820-31, a ± 9.99 acre parcel from the land use category of Medium Density Suburban (MDS) to Public Semi-Public Facilities (PSP). The change proposed would affect the Sun Valley Area Plan and would include a revised map series with an updated parcel base. The subject parcel’s address is 5100 West 1st Avenue. It is located approximately 657 feet west of Sun Valley Boulevard on the north side of West 1st Avenue, between Slope Drive and McGuffey Road. The subject parcel is within the Truckee Meadows Service Area (TMSA) and Reno and Sparks Areas of Interest as identified on Map 7 of the 2007 Truckee Meadows Regional Plan. The subject parcel is located within Section 19, T20N, R20E, MDM, Washoe County, Nevada and is within the Sun Valley Suburban Character Management Area, the Sun Valley Citizen Advisory Board boundary and Washoe County Commission District 5. To reflect changes requested within this application and to maintain currency of general area plan data, administrative changes to the area plan are proposed. These administrative changes include a revised map series with an updated parcel base and revised table of land uses; **AND IF APPROVED**, authorize the Chair to sign the Resolution for the updated Sun Valley Area Plan after a determination of conformance with the Regional Plan by the Truckee Meadows Regional Planning Agency.

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Comprehensive Plan Amendment CP09-002.

Grace Sannazzaro, Planner, conducted a PowerPoint presentation, which was placed on file with the Clerk, highlighting the vicinity map, proposed site plan and previous Board actions.

Commissioner Larkin said the Regional Transportation Commission (RTC) commented that the project would generate additional ridership at the nearby bus stop on Sun Valley Drive. John Krmptic, applicant representative, explained the letter from the RTC referred to a stop on First Avenue. Commissioner Larkin read “the RTC staff anticipates this project would generate additional ridership of the bus stop located on Sun Valley Boulevard and First Avenue and, therefore, requests sidewalks be installed at the bus stop to the building to allow for an ADA accessibility path for pedestrians.” He said it appeared the proponent had agreed to that condition. Mr. Krmptic stated that was offered at the Sun Valley Citizen Advisory Board (CAB) and said it would be part of the project to volunteer a sidewalk from First Avenue to the site.

Ryan Jones, Washoe Association for Retarded Citizens (WARC) staff, thanked the Board for the opportunity and looked forward to the partnership.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Weber absent, it was ordered that Comprehensive Plan Amendment Case Number CP09-002 be approved. It was further ordered that the Chairman be authorized to sign the Resolution for the updates on the Sun Valley Area Plan after a determination of conformance with the Regional Plan by the Truckee Meadows Regional Planning Agency. The Resolution for same is attached hereto and made a part of the minutes thereof.

**AGENDA ITEM 30**

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

There was no closed session scheduled for this meeting.

\* \* \* \* \*

**6:42 p.m.** There being no further business to come before the Board, on motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried with Commissioner Weber absent, it was ordered that the meeting be adjourned.

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**DAVID HUMKE**, Chairman  
Washoe County Commission

**ATTEST:**

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

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

Clerk

## PROCLAMATION

**WHEREAS**, Secret Witness is a non-profit organization of concerned citizens dedicated to solving crimes and improving public safety by generating information, not otherwise available; and

**WHEREAS**, Law enforcement is often unable to know everything that is going on in the community, citizen participation in law enforcement and crime prevention is crucial; and

**WHEREAS**, Since 1979, Secret Witness has provided a means for the public to communicate information about crimes anonymously; and

**WHEREAS**, Secret Witness provides incentives to community members for becoming involved in crime prevention and resolution; and

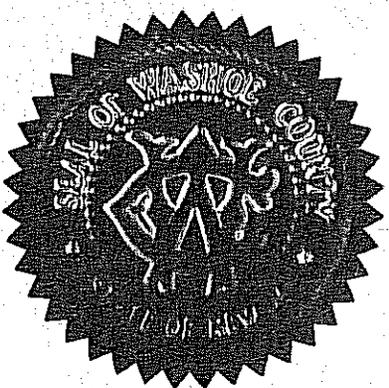
**WHEREAS**, Secret Witness exists because of volunteers and contributions, and in thirty years has never paid wages or rent, and

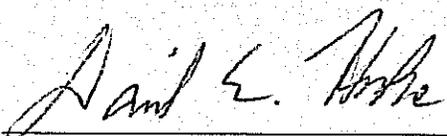
**WHEREAS**, Secret Witness has been credited with helping solve over 1,000 crimes, including 30 murders; and

**WHEREAS**, Secret Witness has paid out over \$250,000 in rewards to anonymous citizens; now, therefore, be it

**PROCLAIMED**, By the Washoe County Board of Commissioners that June 11, 2009 is Secret Witness Day and recognizes the 30<sup>th</sup> anniversary of Secret Witness and the dedicated volunteers and anonymous citizens that have helped make our community a safer place.

**ADOPTED**, this 9th day of June, 2009.



  
\_\_\_\_\_  
David E. Humke, Chairman  
Washoe County Commission

09-567

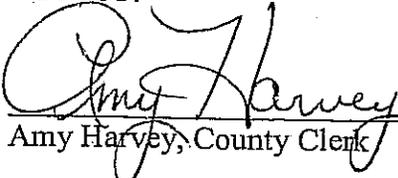
**RESOLUTION**  
**INITIATING AN AMENDMENT TO THE 2007 TRUCKEE MEADOWS**  
**REGIONAL PLAN TO DELETE THE REFERENCE TO THE SPANISH**  
**SPRINGS JOINT PLAN IN POLICY 4.2.2 AND ON MAP 6**

- WHEREAS, Nevada Revised Statutes 278.02784 permits the Truckee Meadows Regional Planning Commission to designate areas for joint planning by two or more jurisdictions; and
- WHEREAS, Policy 4.2.2 and Map 6 of the 2007 Truckee Meadows Regional Plan identify a joint plan within Spanish Springs; and
- WHEREAS, Washoe County and the City of Sparks adopted the Spanish Springs Joint Plan in March 1992 through a joint resolution; and
- WHEREAS, Since 1992 both jurisdictions have generally incorporated the joint plan's policies and land uses within subsequent plans for their respective territory within the area; which plans would govern planning and development in those areas pursuant to NRS chapter 278 if the joint plan were eliminated; and
- WHEREAS, Since 1992 the development of the area within the joint plan has generally followed the adopted joint plan's policies and is now mostly developed according to the original joint plan; and
- WHEREAS, Because of the substantial development within the joint plan at this time the Truckee Meadows Regional Planning Agency staff has requested that both Washoe County and the City of Sparks initiate amendments to the 2007 Truckee Meadows Regional Plan to delete references to the Spanish Springs Joint Plan within the regional plan;
- NOW, THEREFORE, BE IT RESOLVED that the Washoe County Board of County Commissioners does hereby initiate an amendment to the 2007 Truckee Meadows Regional Plan to delete the reference to the Spanish Springs Joint Plan in Policy 4.2.2 and on Map 6 and thereby eliminate the Spanish Springs Joint Planning Area from the Truckee Meadows Regional Plan.

ADOPTED this 9<sup>th</sup> day of June, 2009.

  
\_\_\_\_\_  
David E. Humke, Chairman

ATTEST:

  
\_\_\_\_\_  
Amy Harvey, County Clerk

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF WASHOE, ON  
BEHALF OF THE DEPARTMENT OF JUVENILE SERVICES AND THE  
CHARLES M. MCGEE CENTER, AND THE WASHOE COUNTY SCHOOL  
DISTRICT**

This Agreement is made and entered into this 25<sup>th</sup> day of May, 2009, by and between the County of Washoe, a political subdivision of the State of Nevada on behalf of the Department of Juvenile Services and the Charles M. McGee Center (referred to herein as the "McGee Center"), and the Washoe County School District (referred to herein as the "WCSD").

WITNESSETH:

WHEREAS, the parties are public agencies as described in NRS Chapter 277 and NRS 277.180, *etc. seq.*, and are empowered to enter into agreements of mutual advantage; and

WHEREAS, The Washoe County Department of Juvenile Services and the Washoe County School District desire to carry out mutually agreeable activities, which ultimately provide truant and status offending youth access to a variety of early intervention services and supervision for the purpose of addressing truancy and family related problems; and

WHEREAS, The McGee Center is willing and able to provide space within its premises to house the WCSD Truancy Intervention Specialist and one secretary; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **Consideration:**

By entering into this agreement, the parties will have the opportunity to support continuing efforts of mutual collaboration in coordinating early intervention and prevention strategies addressing truant youth in Washoe County.

2. **Ratification:**

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

3. **Term:**

This Agreement is effective from July 1 of 2009 to June 30, 2011, unless later ratified by official action of the governing body of either party, in which case it shall be effective upon such ratification. This Agreement may be renewed annually, at the sole discretion of the McGee Center.

**4. Services:**

The McGee Center agrees to provide one office at the McGee Center, located at 2097 Longley Lane, Reno, Nevada 89502, for use by the Washoe County School District Truancy Intervention Specialist and one secretary for continuing and collaborative efforts addressing truancy in Washoe County, Nevada. The McGee Center will provide the office space and office furniture and one phone as part of this Agreement. The Washoe County School District will be responsible for any long distance phone calls.

The McGee Center agrees to work collaboratively with the WCSD addressing referrals, resources and, when deemed appropriate pursuant to the Nevada Revised Statutes, supervision of truant youth.

WCSD agrees to place the Washoe County School District Truancy Intervention Specialist and one secretary at the McGee Center.

WCSD will be responsible for the following: the cost of any computers and printers, hardware, software, and other computer necessities, including any costs related to hookups, monthly fees, and programs, and all materials related to the performance of the Truancy Intervention Specialist and secretary, including office supplies.

**5. Confidential Treatment of Information:**

WCSD shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

**6. Employment Status:**

The WCSD Truancy Intervention Specialist and the WCSD secretary currently are, and shall remain, employees of the WCSD. They will not be considered employees or contractors of the McGee Center, the Washoe County Juvenile Services Department or Washoe County and will not be entitled to any remuneration or benefits received by Washoe County/Court employees.

**7. Termination:**

This Agreement may be terminated without cause by either party upon giving thirty (30) days' written notice to the other party. No penalties will attach upon termination.

**8. Indemnification:**

The Washoe County School District and Washoe County agree to hold harmless, indemnify and defend each other, their officers, agents and employees from any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action or cause of action based upon bodily injury, including death or property damage, caused by any action either direct or passive, the omission, failure to act, or negligence on the part of the County or the School District, their respective officers, agents, and employees arising out of the performance of work under this Agreement.

**9. Limited Liability:**

The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases.

**10. Applicable Law:**

Any disputes arising under this Agreement will be governed by the laws of the State of Nevada. Venue will be set in Washoe County.

**11. Incorporation:**

This Agreement, including the attachments identified herein, constitutes the entire Agreement between the parties with regard to the subject matter set forth herein, and supersedes all prior agreements, whether written or oral, made between the parties.

This Agreement may not be amended or assigned without the written consent of the governing boards of each party or their authorized representatives.

**WASHOE COUNTY SCHOOL DISTRICT**

Dated: 5-20-09

By: [Signature]  
Superintendent

ATTEST:  
By: [Signature]  
Clerk

**WASHOE COUNTY COMMISSION**

Dated: 6/9/09

By: [Signature]  
David E. Humke, Chairman,  
Washoe County Commission

ATTEST:  
By: [Signature]  
County Clerk  
STATE OF NEVADA

## INTERLOCAL AGREEMENT

### 1) PARTIES

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between Washoe County, a political subdivision of the State of Nevada (the "County") and the Western Regional Water Commission, a Joint Powers Authority, and political subdivision of the State of Nevada, created pursuant Chapter 531, Statutes of Nevada 2007, the "Western Regional Water Commission Act" and cooperative agreement under Chapter 277 (the "WRWC"), or collectively, as the context requires, "Party" or "Parties".

### 2) RECITALS

2.1 The Parties are public agencies as defined in NRS 277.100(1)(a).

2.2 NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any public agency, entering into the contract, is authorized to perform.

2.3 On February 4, 2009, the Northern Nevada Water Planning Commission ("NNWPC") recommended approval of a budget and funding request for fiscal year 2008-2009 in an amount not to exceed \$10,594 for development of a Website for the WRWC and the NNWPC, including additional specialized programming related to operation and maintenance of the Website and related information technology (the "Project"), and approved the initial Scope of Work attached hereto as Exhibit "A".

### 3) RIGHTS & DUTIES

#### 3.1 County

3.1.1 County shall provide, through its various department personnel, persons specified to perform any Scope of Work related to the Project and agreed upon in writing by the authorized representatives of both Parties ("Authorized Scope(s) of Work"). County shall submit invoices to the WRWC on a monthly basis for the work described in Authorized Scopes of Work and within the budget authority approved by the WRWC for

the Project, which will progress and be completed as provided in any Authorized Scope of Work.

3.1.2 County's Contract Administrator will provide the WRWC, when appropriate, an electronic version of all final deliverables. All work product deliverables shall, at a minimum, be provided to the WRWC as follows:

One (1) complete final printed version.

One (1) complete final electronic version of each document in the current version of Adobe Acrobat PDF file format inclusive of all text and graphic work product. The file will be indexed and capable of text recognition using Adobe Reader and will be provided at a minimum resolution of 300 dots-per-inch.

One (1) copy of each deliverable element in its current native file format. Native formats for deliverables will be provided as follows: Text in Microsoft Word format; Spreadsheets in Excel format; Databases in Microsoft Access format; graphics in AutoCAD format, all native pre-modeling and post-modeling files and Geographic Information Systems (GIS) data in ESRI ArcMap/ArcInfo compatible file formats. Additionally, any and all native file formats specified in the Scope of Work.

3.1.3 County shall provide the WRWC's Contract Administrator with a periodic progress report, periodic cash flow projection, periodic fiscal report, and any other documentation as reasonably required. County shall, through its Contract Administrator, provide to the WRWC any information requested by the WRWC's Contract Administrator relating to any invoice submitted for payment. County shall submit to the WRWC, as provided in any Authorized Scope of Work, a completion report including all work product deliverables required by Paragraph 3.1.2, above.

3.1.4 County hereby designates the following Contract Administrators for the Project:

3.1.4.1 Kathy Carter, Community Relations Director for work to be performed by employees in the Community Relations Department.

3.1.4.2 Cory Casazza, Chief Information Management Officer for work to be performed by employees in the Technology Services Department.

3.1.4.3 Rosemary Menard, Director of Department of Water Resources for work to be performed by employees in the Department of Water Resources.

## 3.2 The WRWC

3.2.1 The WRWC hereby designates its Water Resources Program Manager as its Contract Administrator for the Project.

3.2.2 Upon submission of an invoice for payment, pursuant to Paragraph 3.1.1 above, the WRWC's Contract Administrator shall promptly review the invoice, request any further information or documentation required, and process the invoice for payment within thirty (30) days following his approval.

3.2.3 The WRWC's Contract Administrator will hold payment of the final invoice for any Authorized Scope of Work until the final deliverable is received and accepted. The WRWC's Contract Administrator will have sole authority to accept or reject final deliverables based on completeness and consistency with the Authorized Scope of Work and will be responsible for final payment.

3.2.4 The WRWC, at its discretion, may conduct an audit of compliance with the terms of this Agreement, compliance with any Authorized Scope of the Work, and compliance with all applicable State, Federal and local laws, policies and procedures. Such audit shall be at the WRWC's expense.

3.2.5 The total amount of invoices paid pursuant to this Agreement shall not exceed the annual fiscal budget authority approved by the WRWC for the Project (\$10,594 for fiscal year 2008-2009 and \$20,000 for fiscal year 2009-2010), as the same may be revised and adjusted from time to time by the WRWC.

3.2.6 Approval of this Agreement by the Parties authorizes and delegates to their respective Contract Administrators, throughout the term of this Agreement, to approve in writing any number of authorized Scopes of Work and related costs, within the

budget authority approved by the WRWC for the Project, as set forth in Paragraph 3.2.5, above.

### 3.3 Joint Rights and Responsibilities

3.3.1 Either Party may terminate this Agreement with a thirty (30) day advance written notice to the other.

3.3.2 This Agreement will remain in force for a period of two (2) years and may be extended for additional two years by mutual written Agreement.

3.3.3 The Parties agree to coordinate and use their best efforts to complete the Project and to collaborate in a timely manner in order to maximize the efficient use of funding and other resources.

## 4) **LIMITED LIABILITY AND INDEMNIFICATION**

### 4.1 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.

### 4.2 Indemnification

4.2.1. Consistent with paragraph (4.1) 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.

4.2.2 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.

**5) MISCELLANEOUS PROVISIONS**

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

5.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

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

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

5.5 In the event either Party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing Party or Parties in such action or proceeding shall reimburse the prevailing Party or Parties therein for all reasonable costs of litigation, including reasonable attorneys' fees.

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

5.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed

delivered when personally delivered to a Party (by personal delivery a Party's Contract Administrator(s) designated herein) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

To WRWC: Jim Smitherman, Water Resources Program Manager  
Western Regional Water Commission  
4930 Energy Way  
Reno, Nevada 89502

To County: Kathy Carter, Community Relations Director  
Cory Casazza, Chief Information Management Officer  
Rosemary Menard, Water Resources Director  
Contract Administrators  
Washoe County  
P.O. Box 11130  
Reno, Nevada 89520

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

Dated this \_\_\_ day of \_\_\_\_\_, 2009

Dated this 9<sup>th</sup> day of June 2009

By \_\_\_\_\_  
Mike Carrigan, Chairman  
Western Regional Water Commission

By David E. Humke  
David E. Humke, Chairman  
Washoe County Commission

APPROVED AS TO FORM:  
Rhodes Law Offices, Ltd.

ATTEST:  
Amy Harvey  
Amy Harvey  
Washoe County Clerk

By John B. Rhodes  
John B. Rhodes, Legal Counsel

APPROVED AS TO FORM:

Paul A. Lipparelli  
Paul A. Lipparelli  
Deputy District Attorney

**EXHIBIT "A"**

**Website Development and Website Programming and Document Sharing  
Application Development Scopes of Work**

The Western Regional Water Commission (WRWC) solicited a bid from the Washoe County Community Relations Department for the purpose of developing a WRWC website. Washoe County was determined to be the logical Member Agency to host the website on its server. The use of in-house Washoe County personnel for the website development and maintenance is efficient in terms of updating/modifying the site and accessibility by WRWC support staff, which are housed at the County. It is also economical, as Washoe County staff service costs are significantly less than those of outside contractors. A total of four bids for the website development were obtained based on a Request for Proposal. The bids ranged from \$9,214.95 to \$4,400.00.

The following table outlines the proposed Scope of Work and costs associated with Washoe County Community Relations Department's development of the WRWC website:

| <b>Website Development Proposed Cost</b>   |             |                    |                   |
|--|-------------|--------------------|-------------------|
| <b>TASK</b>  | <b>RATE</b> | <b>LABOR HOURS</b> | <b>TOTAL</b>      |
| <b><i>Creative:</i></b>  |             |                    |                   |
| Design of look and feel for WRWC:  | \$55.00     | 20                 | \$1,100.00        |
| Design of look and feel for NNWPC: (based on similar look to WRWC)   | \$55.00     | 15                 | \$825.00          |
| <b><i>Site Function:</i></b>   |             |                    |                   |
| Installation of custom Content.* Management System (CMS) designed to run on County servers and adaptation To handle multiple look and feels. | \$55.00     | 30                 | \$1,650.00        |
| Installation of Form Wizard automated form building tool   | \$55.00     | 10                 | \$550.00          |
| <b><i>Management:</i></b>  |             |                    |                   |
| Training on CMS  | \$55.00     | 5                  | \$275.00          |
| <b><i>Total Estimated Cost</i></b>   |             | <b>80</b>          | <b>\$4,400.00</b> |
| * The above estimate assumes that content for the pages will be created by staff.  |             |                    |                   |

In addition to the development of a website, staff has also been asked to develop a virtual communal work space where staff can share, review and comment on documents. This document sharing routine would be developed using SharePoint, a Microsoft productivity tool, or other similar product which would be accessible by all WRWC Members and staff. The development of this site will require the expertise of a programmer with internal knowledge of, and access to, Washoe County's networking and server systems. Dale Casale, a Washoe County Certified Microsoft Application Developer, from the Department of Water Resources submitted the following scope of work and cost to complete the work. Due to the specialized skills and unique access requirements to complete this task, competitive bids were not requested for this scope of work. The following table details the proposed Scope of Work and costs associated with Washoe

County Department of Water Resources' costs for specialized programming associated with the WRWC website:

| <b>Website Programming and Document Sharing Application Development Cost</b>         |             |                    |              |
|--|-------------|--------------------|--------------|
| <b>TASK</b>  | <b>RATE</b> | <b>LABOR HOURS</b> | <b>TOTAL</b> |
| <i>Technology Services</i>   |             |                    |              |
| Review of project requirements and viability coordinate options and security issues. | \$81.50     | 20                 | \$1,630.00   |
| Server setup, verify issues of access and security mechanism                         | \$81.50     | 6                  | \$489.00     |
| <i>Water Resources Tech Services (Programming)</i>                                   |             |                    |              |
| Research and implement security methods for site access                              | \$81.50     | 25                 | \$2,037.50   |
| Coordinate software setup  | \$81.50     | 20                 | \$1,630.00   |
| Implement document sharing; small user changes on deployment.                        | \$81.50     | 5                  | \$407.50     |
| <i>Total Estimated Hours</i>   |             | 76                 | \$6,194.00   |

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

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

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

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

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

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

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

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

1. **FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES.** On the effective date of this Agreement, the Tribe agrees to provide all structural fire suppression as well as first response medical services to the parcels described in Exhibit "A," attached hereto and incorporated herein by this reference. The quality and level of those services shall be consistent with the Tribe's current service standards and at a minimum no less than those standards practiced in the industry under similar circumstances.

2. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement is effective June 1, 2009, or upon the date of last signature hereto, whichever is later. The term of this Agreement shall be 3 years and shall be deemed automatically renewed, subject to the review described next, for successive 3 year terms effective on July 1 of the applicable fiscal year, until terminated pursuant to this Agreement. However, the parties agree to report to their respective governing

bodies, at least 60 days prior to expiration of the applicable 3 year term, concerning the effectiveness of this Agreement.

3. **COMPENSATION.** In consideration of the Tribe's consent to provide the services described in this Agreement, the parties agree that County will deliver the following to the Tribe:

- a. *Cash.* On the effective date of this Agreement, and annually upon the anniversary of the effective date of this Agreement, County shall deliver to the Tribe the cash sum of \$1,500.00 for the purpose of offsetting some of the service costs.
- b. *Equipment.* County also agrees to transfer title, ownership and control to the Tribe of the following pieces of fire apparatus:

One 1983 Mack Structural Pumper VIN 1M1H143C7DM001092  
One 1989 Chevrolet Brush Truck VIN 1GBM7D1G5JZ107859

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

5. **EMPLOYMENT STATUS.** The Tribe shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the Tribe shall be responsible for management of and costs associated with the Tribe's employees and agents.

6. **LIABILITY OF PARTICIPATING AGENCIES**

A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, as well as applicable Tribe and federal law, each party hereto agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful act or omissions of a party, its officers, employees and agents arising out of the performance of this Agreement. Each party may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each party's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

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

1. Withholding income taxes, FICA or any other taxes or fees
2. Industrial insurance
3. Participation in any group insurance plans available to employees

4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System or any equivalent Tribe or federal system
5. Accumulation of vacation leave or sick leave
6. Unemployment compensation coverage provided by the participating agencies

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

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

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

To the County:         Washoe County  
                                Office of the County Manager  
                                Attn: Fire Services Coordinator  
                                P.O. Box 11130  
                                Reno NV. 89520

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

9. **ENTIRE AGREEMENT & SEVERABILITY.** This Agreement contains all of the commitments and agreements of the parties on the subject matter of this Agreement. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. In the event any one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

**WASHOE COUNTY**

**PYRAMID LAKE PAIUTE TRIBE**

Dated this 9<sup>th</sup> day of June, 2009

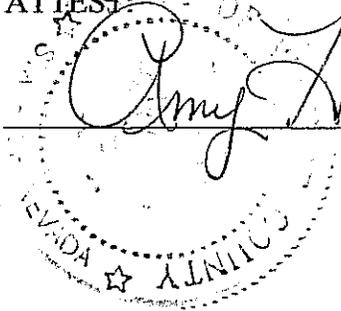
Dated this 3<sup>rd</sup> day of May, 2009

By: *David E. Humke*  
David E Humke, Chair  
Board of Commissioners

By: *Clayton Sordic*  
Mervin Wright Jr., Chairman  
Pyramid Lake Tribal Council

ATTEST:

ATTEST:

*Amy Harvey*  


*Jim Wain*

# Pyramid Lake Paiute Tribe

Post Office Box 256  
Nixon, Nevada 89424  
Telephone: (775) 574-1000 / 574-1001 / 574-1002  
FAX (775) 574-1008

RESOLUTION NO.: PL 52-09

## RESOLUTION OF THE TRIBAL COUNCIL OF THE PYRAMID LAKE PAIUTE TRIBE NIXON, NEVADA

**WHEREAS**, the Pyramid Lake Paiute Tribe is organized pursuant to the provisions of Section 16 of the Indian Reorganization Act (25 U.S.C. § 476) and is federally recognized by the United States Government through the Secretary of the Interior and the Bureau of Indian Affairs; and

**WHEREAS**, the Pyramid Lake Paiute Tribe, pursuant to Article VI, Section 1 of the Constitution and By-laws of the Tribe, is authorized to enter into agreements for the protection of the Reservations inhabitants; and

**WHEREAS**, the Pyramid Lake Paiute Tribal government is responsible under its own authorities for responding to fire, emergency medical, and search and rescue

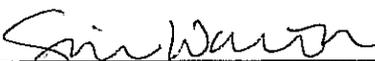
**WHEREAS**, Washoe County has previously provided fire suppression response to privately owned land located on or near the Tribe's reservation at the Sutcliffe area and now desires to have the Pyramid Lake Paiute Tribe provide fire suppression and emergency medical response to the privately owned parcels at Sutcliffe area.

**WHEREAS**, the Pyramid Lake Paiute Tribal Council has read the Cooperative Agreement Between Washoe County and the Pyramid Lake Paiute Tribe for Provision of Fire and Medical Services.

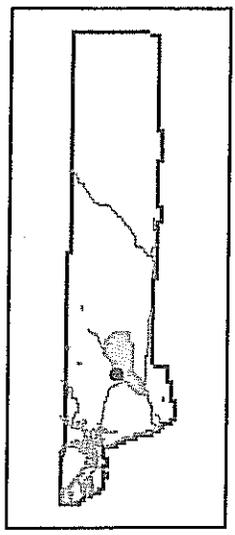
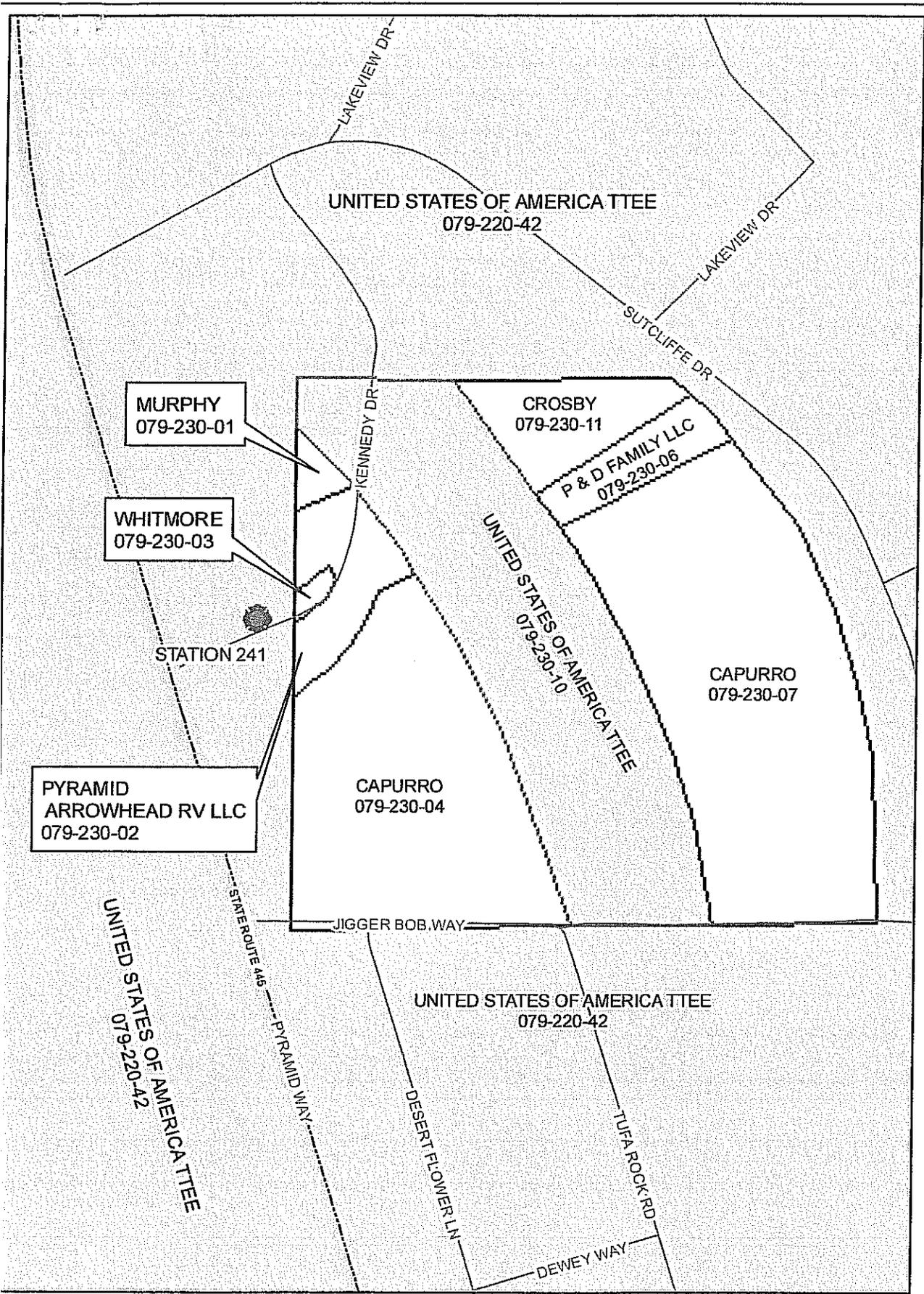
**NOW, THEREFORE BE IT RESOLVED**, that the Pyramid Lake Paiute Tribal Council hereby approves the Cooperative Agreement between the Pyramid Lake Tribe and Washoe County Fire.

### CERTIFICATION

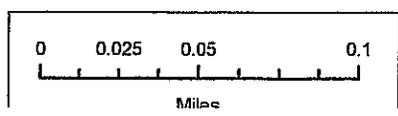
It is hereby certified that the foregoing resolution of the Pyramid Lake Paiute Tribal Council, governing body of the Pyramid Lake Paiute Tribe, composed of ten members, of whom 8 constituting a quorum were present at a meeting duly held on the 13<sup>th</sup> day of MAY, 2009 was adopted by the affirmative vote of 7 FOR and 0 AGAINST, with 0 ABSTENTIONS; pursuant to the authority contained in the Constitution and By-laws of the Pyramid Lake Paiute Tribe.

  
\_\_\_\_\_  
Gina Wadsworth, Tribal Secretary  
Pyramid Lake Tribal Council

-  Fire Station
-  Private
-  Federal Land
-  County Boundary
-  Major Roads
-  Local Roads



Key Map



## Sutcliff Land Ownership

Washoe County GIS Program  
 Technology Services Dept./GIS Division  
 1001 E. 9th St.,  
 Reno, NV 89512  
 775.333.3344



## RESOLUTION

### **A RESOLUTION TO DISPOSE OF ASSETS BY DONATION TO PYRAMID LAKE PAIUTE TRIBE FROM THE WASHOE COUNTY FIRE SUPPRESSION PROGRAM**

**WHEREAS**, The Washoe County Fire Suppression Program has determined that two pieces of fire equipment are no longer needed as part of it's service delivery program; and

**WHEREAS**, The Washoe County Fire Suppression program is proposing to dispose of those two pieces of fire equipment, which are surplus to the County's needs, described as:

One 1983 Mack Structural Pumper VIN 1M1H143C7DM001092

One 1988 Chevrolet Brush Truck VIN 1GBM7D1G5JZ107859; and

**WHEREAS**, The Pyramid Lake Paiute Tribe is in need of these two pieces of fire equipment and has offered to provide initial response to the privately held lands located within Washoe County at the Sutcliffe area to assist the county in reducing cost of service.

**NOW, THEREFORE, BE IT RESOLVED** by the **WASHOE COUNTY BOARD OF COMMISSIONERS** that Washoe County supports the fire equipment needs of the Pyramid Lake Paiute Tribe and declares:

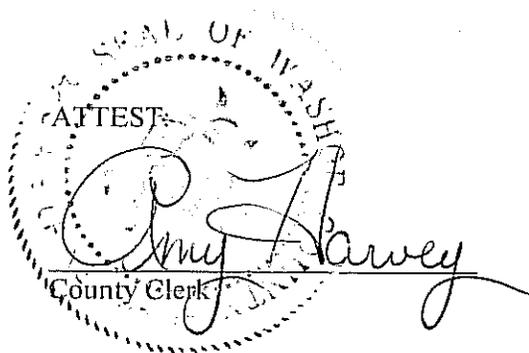
Section 1. NRS 244.1505(2)(a) empowers the Board of Commissioners to dispose of personal property of the County provided it is determined that the property is no longer required for public use and is determined to have reached the end of its useful life.

Section 2. These two pieces of fire equipment described above are no longer required for its public use and they have reached the end of their useful life for the County. This equipment is hereby donated in "as is" condition. All costs for registration, title transfer and smog fees will be the responsibility of The Pyramid Lake Paiute Tribe.

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

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

ADOPTED this 9<sup>th</sup> day of June, 2009.



A handwritten signature in cursive that reads "David E. Humke".

David E Humke, Chairman  
Washoe County Commission



**WASHOE COUNTY COMMISSION**

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

**RESOLUTION  
ADOPTING THE AMENDED SUN VALLEY AREA PLAN (CP09-002),  
A PART OF THE WASHOE COUNTY COMPREHENSIVE PLAN**

WHEREAS, Sections 278.150, 278.170 and 278.210, Nevada Revised Statutes, specify that the Washoe County Planning Commission may prepare, adopt and amend a master (comprehensive) plan for all or any part of the County, subject to County Commission approval;

WHEREAS, Section 278.160, Nevada Revised Statutes, specifies that the master plan shall include the following subject matter or portions thereof as deemed appropriate: community design, conservation plan, economic plan, historic properties preservation plan, housing plan, land use plan, population plan, public buildings, public services and facilities, recreation plan, safety plan, seismic safety plan, solid waste disposal plan, streets and highways plan, transit plan, and transportation plan, and such other plans as judged necessary;

WHEREAS, A public hearings on the adoption of the amended SUN VALLEY AREA PLAN, a part of the Washoe County Comprehensive Plan, was held on May 5, 2009 by said Planning Commission;

WHEREAS, The Washoe County Planning Commission has found that the SUN VALLEY AREA PLAN, a part of the Washoe County Comprehensive Plan, together with the applicable maps and descriptive matter, provide a long-term general plan for the development of the County including the subject matter currently deemed appropriate for inclusion in the Comprehensive Plan, and has submitted the amendment to the SUN VALLEY AREA PLAN to the Board of County Commissioners, Washoe County, with the recommendation for approval and adoption thereof;

WHEREAS, Section 278.220, Nevada Revised Statutes, specifies that the Board of County Commissioners of Washoe County, Nevada, may adopt and endorse plans for Washoe County as reported by the Planning Commission, in order to conserve and promote the public health, safety and general welfare;

WHEREAS, A public hearing on the adoption of the Washoe County Comprehensive Plan, including the SUN VALLEY AREA PLAN, was first held on May 21, 1991, with the most recent amendment to the SUN VALLEY AREA PLAN being held on June 9, 2009 by the Board of County Commissioners of Washoe County, Nevada;

WHEREAS, at the conclusion of the public hearing, the Board of County Commissioners endorsed the amendment to the SUN VALLEY AREA PLAN, a part of the Washoe County Comprehensive Plan, pursuant to Section 278.0282, Nevada Revised Statutes, for conformance review with the Truckee Meadows Regional Plan;

WHEREAS, A public hearing for the review of conformance of the Washoe County Comprehensive Plan, including the SUN VALLEY AREA PLAN, were first held on October 23, 1991, with the most recent amendment to the SUN VALLEY AREA PLAN being held on \_\_\_\_\_, 2009 by the Truckee Meadows Regional Planning Commission, at which time the plan was deemed in conformance with the Truckee Meadows Regional Plan; and

WHEREAS, The amendment to the SUN VALLEY AREA PLAN, a part of the Washoe County Comprehensive Plan, which is in conformance with the Truckee Meadows Regional Plan, has completed all the necessary requirements for adoption as specified in the Nevada Revised Statutes and Article 820, Amendment of Comprehensive Plan, of the Washoe County Development Code; now, therefore, it is hereby

RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, NEVADA That the Board does hereby adopt and endorse the amended SUN VALLEY AREA PLAN, a part of the Washoe County Comprehensive Plan, to serve as a guide for the orderly growth and development of Washoe County, Nevada.

ADOPTED This \_\_\_ day of \_\_\_\_\_, 200\_.

WASHOE COUNTY COMMISSION

David E. Humke, Chair

ATTEST:

Amy Harvey, County Clerk