

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

TUESDAY

10:00 A.M.

FEBRUARY 11, 2014

PRESENT:

**David Humke, Chairman\***  
**Bonnie Weber, Vice Chairperson**  
**Marsha Berkgigler, Commissioner**  
**Kitty Jung, Commissioner**  
**Vaughn Hartung, Commissioner**

**Nancy Parent, County Clerk (10:02 a.m. to 3:33 p.m.)**  
**Stacy Gonzales, Deputy Clerk (6:00 p.m. to 8:22 p.m.)**  
**John Slaughter, County Manager**  
**Paul Lipparelli, Legal Counsel**

The Washoe County Board of Commissioners convened at 10:02 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:

**14-103      AGENDA ITEM 3 – PUBLIC COMMENT**

**Agenda Subject:** “Public Comment. Comment heard under this item will be limited to three 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 three minutes per person. Comments are to be made to the Commission as a whole.”

Garth Elliott stated that he frequently visited local animal shelters since that was a good indication on how the community was recovering from the downturn in the economy. However, he was alarmed to discover that the County would begin euthanizing feral cats in April due to the County Code. He implored the Board to return to a Trap-Neuter-Release program.

Cathy Brandhorst discussed matters of concern to herself.

Sam Dehne spoke on the proposed Medical Marijuana establishments. He also stated his opinion on the upcoming elections.

**10:13 a.m.**      Chairman Humke arrived and assumed the gavel.

**Agenda Subject:** “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas, Statements Relating to Items Not on the Agenda and any ideas and suggestions for greater efficiency, cost effectiveness and innovation in County government. (No discussion among Commissioners will take place on this item.)”

John Slaughter, County Manager, announced that Agenda Item 13 would be pulled. He explained that item had appeared on an October 2013 agenda and was placed on this agenda as an oversight. He noted that Washoe County Television would change from Charter Channel 217 to Charter Channel 193 due to the recent changes made by Charter Communications.

Commissioner Berkbigler indicated that she was currently working on the Trap-Neuter-Release (TNR) program with Animal Services. She said she had recently been approached by a representative from “Say Yes to Kids” about scheduling a public meeting with the School District to discuss the future of school funding.

Commissioner Hartung attended the groundbreaking for the Lake Washington Partners Facility in Spanish Springs, which would be a distribution center and a good asset for the business community. He also attended the Galaxy Theater soft opening and said the IMAX® Theater was remarkable.

Commissioner Jung echoed the sentiments regarding the TNR program. She requested an update on that program and inquired why cats were being held since that policy direction had not been given by the Board. She questioned if Charter Communications was a franchisee of the County because she had concerns about their recent activities. Mr. Slaughter replied that the franchise arrangement changed a few years ago at the Legislature and was now at the State level. He said the County had little input, but did receive franchise fees; however, the arrangement of the franchise was negotiated and approved at the State level. Commissioner Jung suggested approaching the County’s State delegation for an update on that agreement.

Chairman Humke requested an informational item concerning single-stream recycling pursuant to the Franchise Agreement with Waste Management, or any other successful franchisee.

Mr. Slaughter said he received a request from Sparks Justice Court Judge Kevin Higgins to pull Agenda Item 21 since the Court had a different idea on filling the vacant judge seat.

Paul Lipparelli, Legal Counsel, said that Agenda Item 21 was set for a time certain of 2:00 p.m. with a number of individuals expected to arrive at that time. If the Board considered the Court’s suggestion to pull that item, he said it may be courteous to announce that decision to the applicants at this point. If the Board wished to continue

with the interviews and make a decision later about the Judges suggestion, he said that would also be allowable under the agenda.

Chairman Humke stated that the Board would continue to move forward with the item set for 2:00 p.m. He said statute clearly stated that the Board had the appointee authority and, with all due respect to Judge Higgins, the Board had an obligation to go through the process with the applicants and make an appointment for that vacant position.

Commissioner Hartung stated that the Court requested the item after the Board suggested it be filled with Pro Tem Judges. It was noted that the Court was uncomfortable with that suggestion; however, had now arrived at a viable solution that would save money. He felt since the Court made the initial request it was in their purview to retract that request.

Commissioner Weber felt that the Board needed to move forward and continue this discussion at 2:00 p.m. Commissioner Berkbigler agreed and said it was owed to the applicants to proceed.

**14-105      AGENDA ITEM 5 – DISTRICT ATTORNEY**

**Agenda Subject: “Presentation of donation check by Knights of St. John for the District Attorney’s Office Child Advocacy Center remodel. (All Commission Districts.)”**

Richard Gammick, District Attorney, explained that he had been approached by the Knights of St. John to assist in supporting the Child Advocacy Center remodel. He said they held a fundraiser recently at Rancharrah that raised \$30,000. He thanked Kevin Schiller, Assistant County Manager, who was instrumental in this project, Nicole Hicks, Deputy District Attorney, and Julie Skow, Administrative Secretary, for their help and continued assistance on this project.

On behalf of the Commandery of the Sierras, Southern Order of the Knights of St. John, a check was presented to the County in the amount of \$30,000 for the District Attorney’s Office Child Advocacy Center remodel project.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 5 be accepted.

**14-106      AGENDA ITEM 6 – DISTRICT ATTORNEY**

**Agenda Subject: “Accept donations [\$140,350] for the District Attorney’s Office Child Advocacy Center remodel, equipment, and operations from Knights of St. John [\$30,000]; Mathewson Charitable Lead Trust One [\$25,000]; Mathewson Charitable Lead Trust Two [\$35,000]; Hart Foundation [\$15,000]; Joey Gilbert,**

**Esq. [\$250]; Bretzlaff Foundation [\$25,000]; Michael Bolton Charities [\$10,000]; and Carlee Ferrari [\$100]; and authorize Finance to make appropriate budget adjustments. (All Commission Districts.)”**

On behalf of the Commission, Commissioner Jung thanked the Knights of St. John, Mathewson Charitable Lead Trust One, Mathewson Charitable Lead Trust Two, Hart Foundation, Joey Gilbert, Esq., Bretzlaff Foundation, Michael Bolton Charities, and Carlee Ferrari for their donations.

In response to the call for public comment, Sam Dehne commended all those that donated funds toward the Child Advocacy Center.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6 be accepted and authorized.

**14-107            AGENDA ITEM 7 – SENIOR SERVICES**

**Agenda Subject: “Accept cash donations [\$3,166.82] for the period of October 1, 2013 through December 31, 2013 for the second quarter of Fiscal Year 13/14; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”**

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

There was no public comment on this item.

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

**14-108            AGENDA ITEM 8 – SHERIFF/ANIMAL SERVICES**

**Agenda Subject: “Accept monetary donations [\$5,219] to Washoe County Regional Animal Services for the period of October 1, 2013 – December 31, 2013 to be used for the humane care and treatment of sick and/or injured, stray or abandoned animals received; express appreciation for these thoughtful contributions; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”**

On behalf of the Board, Chairman Humke thanked the various donors for their generous donations.

In response to the call for public comment, Garth Elliot urged the Board to discuss the Trap-Neuter-Release Program.

Cathy Brandhorst discussed animal issues.

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

### **CONSENT AGENDA**

John Slaughter, County Manager, noted that a correction was needed on Agenda Item 9D. Stacy Hardy, Public Health Nursing Supervisor, clarified that one of the Health Education Coordinator positions was filled and the other position was vacant.

Commissioner Hartung requested pulling Agenda Item 9G(2) for further discussion and suggested that item be scheduled for a future Board meeting. Commissioner Weber agreed that this item needed to return with a presentation. Chairman Humke noted that Agenda Item 9G(2) would be pulled from this agenda and continued to a future agenda. Mr. Slaughter indicated that Agenda Item 9G(2) would be placed on the February 25, 2014 Board agenda.

#### **14-109      AGENDA ITEM 9A**

**Agenda Subject: “Approve minutes for the Board of County Commissioners’ January 14, 2014 meeting.”**

There was no public comment on this item.

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

#### **14-110      AGENDA ITEM 9B**

**Agenda Subject: “Cancel February 18, 2014 County Commission meeting.”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 9B be cancelled.

#### **14-111      AGENDA ITEM 9C – DISTRICT ATTORNEY**

**Agenda Subject: “Approve payments [\$8,284] to vendors for assistance of 47 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons. (All Commission Districts.)”**

There was no public comment on this item.

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

**14-112            AGENDA ITEM 9D – HUMAN RESOURCES**

**Agenda Subject: “Approve reclassification requests for two vacant Program Coordinators, pay grade L, to a new Health Educator Coordinator classification, pay grade N (District Health Department) and an Account Clerk, pay grade G, to an Account Clerk II, pay grade H (Treasurer’s Office) as evaluated by the Job Evaluation Committee. [Net annual impact estimated at \$21,610]. (All Commission Districts.)”**

Stacy Hardy, Public Health Nursing Supervisor, clarified that one of the Health Education Coordinator positions was filled and the other position was vacant.

There was no public comment on this item.

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

**14-113            AGENDA ITEM 9E – SOCIAL SERVICES**

**Agenda Subject: “Approve Interlocal Agreement between Washoe County and Washoe County School District (WCSD) to provide office space for Specialty School District Staff at 350 S. Center Street, Department of Social Services, for the period 2/11/2014 to 6/30/2016, to allow up to four WCSD education specialists to occupy office space in support of collaborative efforts to include early educational intervention resources and referrals, transportation coordination, graduation tracking and other data exchange to benefit the children in custody of Washoe County. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 9E be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**14-114            AGENDA ITEM 9F – 911 EMERGENCY RESPONSE ADVISORY COMMITTEE**

**Agenda Subject: “Retroactive approval and reimbursement for non-County employee Travel/Training expenses for the Tiburon Conference September 25, 26 and 27, 2013 for: City of Reno [\$2,213.50]; total expenditures to be funded within the adopted operating budgets of the E911 Fund. (All Commission Districts.)”**

There was no public comment on this item.

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

**14-115            AGENDA ITEM 9G(1) – MANAGER**

**Agenda Subject: “Approve appointment of Aaron Kenneston to the 911 Emergency Response Advisory Committee effective February 11, 2014. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Aaron Kenneston be appointed to the 911 Emergency Response Advisory Committee effective February 11, 2014.

**14-116            AGENDA ITEM 9G(3) – MANAGER**

**Agenda Subject: “Acknowledge receipt of an update report on the status of the Washoe County American Recovery and Reinvestment Act 2009 (Stimulus) projects for October - December 2013. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 9G(3) be acknowledged.

**14-117            AGENDA ITEM 9G(4) – MANAGER**

**Agenda Subject: “Approve a 2014 State Emergency Response Commission (SERC), Hazardous Materials Emergency Preparedness Mid-Cycle Training grant [\$17,113, no match required], from Nevada SERC. Grant term: January 22, 2014 – June 30, 2014; and if accepted, authorize the Chairman to execute a Resolution to subgrant funds to other governments and non-profits which make up the Local Emergency Planning Committee (LEPC) and authorize the County Manager, or his designee, to**

**sign subgrant contracts with local LEPC members; and direct Finance to make the necessary budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 9G(4) be approved, accepted, authorized, executed, and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**14-118            AGENDA ITEM 9H(1) – SHERIFF**

**Agenda Subject: “Approve a continuance of the Waive Late License Fees Campaign for Washoe County residents through January 31, 2016 with an estimated loss of late fees of \$20,000. The goal is to motivate dog owners to renew expired dog licenses and reduce the overall costs to Animal Services. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 9H(1) be approved.

**14-119            AGENDA ITEM 9H(2) – SHERIFF**

**Agenda Subject: “Approve a continuance of the campaign to waive microchip fees for Washoe County residents through January 31, 2016 with a goal to microchip up to 5,000 animals per year at a potential cost of \$25,000 per year. Expenditures for the continued campaign will be covered under Animal Services budget authority. Continuation of this campaign will ensure a safe return of animals to their owners therefore reducing the overall cost to Animal Services. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 9H(2) be approved.

**14-120            AGENDA ITEM 9H(3) – SHERIFF**

**Agenda Subject: “Approve reappointment of Dr. Richard Simmonds, D.V.M., M.S., to the Animal Control Board (Exotic Animal Member) retroactive from December 2, 2013 to December 1, 2017. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Dr. Richard Simmonds, D.V.M., M.S., be reappointed to the Animal Control Board (Exotic Animal Member) retroactive from December 2, 2013 to December 1, 2017.

### **BLOCK VOTE**

The following Agenda Items were consolidated and voted on in a block vote: 11, 12, 14, 15, 16, 19 and 20.

#### **14-121      AGENDA ITEM 11 – DISTRICT ATTORNEY**

**Agenda Subject: “Recommendation to approve request from District Attorney’s Office to reclassify a Program Coordinator position into a Project Coordinator - DA. Annual fiscal impact is approximately \$9,101. (All Commission Districts.)”**

Commissioner Berkbigler questioned why the Job Evaluation Committee (JAC) declined to support this position. Richard Gammick, District Attorney, explained that the JAC was brought in with the Hay Study, but he objected to the JAC having the authority to veto an elected official’s determination of personnel within their office. He said NRS 252.070 read, “any District Attorney may, subject to the approval of the Board of County Commissioners (BCC), appoint such clerical, investigational and operational staff as the execution of duties in the operation of the office may require. The compensation of any person so appointed must be fixed by the BCC.” Mr. Gammick commended the JAC for assisting the County, but he had difficulties when they vetoed a reclassification essential to his office. He said this request had been declined twice by the JAC, but after a discussion, a compromise had been reached that staff would submit to the BCC and then copy Human Resources and the JAC for their review, input and discussion on the matter.

Commissioner Berkbigler agreed with that position and questioned if a change was needed in the County Code.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 11 be approved.

#### **14-122      AGENDA ITEM 12 – SHERIFF/PURCHASING**

**Agenda Subject: “Recommendation to award Request for Proposal (RFP) No. 2874-14 for Detention Facility Inmate Medical Services on behalf of the Washoe County Sheriff’s Office to Armor Correctional Health Services, Inc., 4960 SW 72nd Avenue, Ste 400, Miami FL 33155; authorize the Purchasing and Contracts Manager to execute a three year agreement for same [estimated amounts for year one of \$5,757,812, year two \$5,862,317, and year three \$5,992,982], with the County**

**retaining the option to negotiate two, two-year extensions; and approve a fiscal year 2014 contingency transfer [up to \$45,404] for the Washoe County Sheriff's Office; and direct Finance to make the appropriate adjustments. (All Commission Districts). (All Commission Districts.)”**

Sheriff Mike Haley explained that this was a new contract based on a review of the existing contract and performance measures that were not being appropriately met. He said this contract provided medical services to inmates at the Washoe County Sheriff's Office (WCSO) in coordination with other service providers in the region. He noted there were no local or Nevada-based companies that could provide this service.

Commissioner Hartung asked if the amounts would change based on the Affordable Care Act (ACA). Sheriff Haley replied that the contract had an average daily population trigger and noted that discussion was held during the interviews of the providers. He said as the ACA matured, expectations were placed to provide those services.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 12 be awarded, authorized, approved, and directed.

**14-123            AGENDA ITEM 14 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the 2014 Well Rehabilitation Project recommended [Hydro Resources-West, Inc., \$348,643]. (Commission Districts 2, 4 and 5.)”**

There was no public comment on this item.

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

**14-124            AGENDA ITEM 15 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to approve a Real Property Reconveyance and Sale Agreement [\$760,000] between Washoe County and Pyramid Urban Achievers, LLC for disposition of APN 534-091-06 consisting of approximately 6.377 acres (commonly known as a portion of Sky Ranch Park); authorize Chairman to sign all documents related to sale of property; direct staff to restore sale proceeds to Parks Capital Fund 404-4415; and authorize Finance to make the appropriate budget adjustments. (Commission District 4.) To be heard before Agenda Item #16.”**

There was no public comment on this item.

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

**14-125      AGENDA ITEM 16 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to adopt a Resolution to offer approximately 3.202 acres (commonly known as a portion of Sky Ranch Park) to Pyramid Urban Achievers, LLC for economic development or redevelopment purposes; and provide additional direction to staff regarding disposition of the property. (Commission District 4.) To be heard after Agenda Item #15.”**

There was no public comment on this item.

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

**14-126      AGENDA ITEM 19 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation for possible action to dismiss with prejudice Appeal Case Number AX13-001, which sought to overturn the approval by the Parcel Map Review Committee of Parcel Map Case Number PM13-003 for Washoe Ranch Properties, LLC. Commission District 2.)”**

John Slaughter, County Manager, read a letter submitted from the West Washoe Association, dated February 10, 2014, withdrawing the appeal in the above-referenced matter. A copy of the letter was placed on file with the Clerk.

There was no public comment on this item.

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

**14-127      AGENDA ITEM 20 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to replace the recent appointment to the State Land Use Planning Advisory Council (SLUPAC) with an identified County Commissioner to fill a three year term effective upon the governor’s appointment, and ending on December 31, 2016. (All Commission Districts.)”**

John Slaughter, County Manager, said he was informed that the Governor’s Office wanted an additional name as an alternate for this representation.

Commissioner Berkbigler suggested Commissioner Jung as the alternate member. Commissioner Jung felt that Commissioner Weber would be better suited since she had been active in land use planning through the Nevada Association of Counties (NACO.)

Bill Whitney, Division Director, explained when the Governor made an appointment to SLUPAC, the Office just wanted another name to consider, but would only appoint one person for the three-year term.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Commissioner Hartung be appointed to the State Land Use Planning Advisory Council (SLUPAC) to fill a three-year term effective upon the governor's appointment, and ending on December 31, 2016. It was noted that Commissioner Weber's name would also be submitted.

**11:30 a.m.** The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

**11:50 a.m.** The TMFPD/SFPD Board of Fire Commissioners recessed into closed session pursuant to NRS 288.220 for the purpose of discussing labor matters with management representatives and reconvened as the Board of County Commissioners.

**14-128      AGENDA ITEM 17 – COMMUNITY SERVICES**

**Agenda Subject:** “Development Code Amendment Case Number DCA 13-002 (School Development Standards) Introduction and first reading of an Ordinance technically amending the Washoe County Code at Chapter 110, Development Code, by creating a new Article 440, Public School Facilities Design Standards, to implement the requirements of AB87 of the 2013 Legislature by creating common standards for development of schools between Washoe County and the two municipalities within Washoe County, and providing for other matters properly relating thereto; and, if supported, set the public hearing for second reading and possible adoption of the Ordinance for February 25, 2014 at 6:00 p.m. (All Commission Districts.)”

Nancy Parent, County Clerk, read the title for Bill No. 1705.

Roger Pelham, Senior Planner, clarified that three additional words, *without discretionary review*, needed to be added to the proposed Code language in the staff report. He explained that public school facilities education-use types were allowed without discretionary review in all regulatory zones.

Paul Lipparelli, Legal Counsel, explained that the published title of the bill gave notice that the Board would consider the introduction of a Development Code Amendment relating to public school facility design standards and to implement the requirements of recent legislation. He stated that the Board was within their authority to direct the change suggested by staff prior to the adoption.

There was no public comment on this item.

Bill No. 1705, entitled, "**AN ORDINANCE TECHNICALLY AMENDING THE WASHOE COUNTY CODE AT CHAPTER 110, DEVELOPMENT CODE, BY CREATING A NEW ARTICLE 440, PUBLIC SCHOOL FACILITIES DESIGN STANDARDS, TO IMPLEMENT THE REQUIREMENTS OF AB 87 OF THE 2013 LEGISLATURE BY CREATING COMMON STANDARDS FOR DEVELOPMENT OF SCHOOLS BETWEEN WASHOE COUNTY AND THE TWO MUNICIPALITIES WITHIN WASHOE COUNTY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO,**" was introduced by Commissioner Weber, and legal notice for final action of adoption was directed. It was noted that the public hearing for second reading and possible adoption of the Ordinance be set for February 25, 2014 at 6:00 p.m.

**14-129      AGENDA ITEM 18 – COMMUNITY SERVICES**

**Agenda Subject: “Introduction and first reading of an Ordinance amending Chapter 100 (Buildings and Construction) of the Washoe County Code by adding thereto a provision requiring any person who intends to investigate, abate, or resolve building code violations, dangerous conditions, or defective construction as part of litigation must first obtain an administrative permit from the County Building Official if an invasive, destructive, or repair work is to be done; and providing for fees and other matters properly relating thereto with an effective date of May 1, 2014; and, if supported, set the public hearing for second reading and possible adoption of the Ordinance for February 25, 2014, at 6:00 p.m. (All Commission Districts.)”**

John Slaughter, County Manager, indicated that the County’s Building Official had requested this item be deferred since additional comments had been received from the Builders Association of Northern Nevada and other community partners.

Don Jeppson, Building Official, explained in working closely with the Builders Association of Northern Nevada there was a last minute change that needed further review. He requested this introduction be heard during the March 11, 2014 Board meeting. He assured the Board there had been a good working relationship and that due diligence had been conducted by sharing this concept with the public.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that this item be continued to the March 11, 2014 Board meeting.

**14-130            AGENDA ITEM 25 – CLOSED SESSION**

**Agenda Subject: “Possible Closed Session for the purpose of discussing labor negotiations with Washoe County, Truckee Meadows Fire Protection District and/or Sierra Fire Protection District per NRS 288.220.”**

**11:58 a.m.**    On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

**2:00 p.m.**    The Board returned with all members present.

**14-131            AGENDA ITEM 21 – MANAGER**

**Agenda Subject: “Interview applicants and possible appointment for Sparks Justice of the Peace for a temporary vacancy on the Sparks Justice Court, (terminating January 4, 2015). (Commission Districts 4 and 5.)”**

Kevin Schiller, Assistant County Manager, said a subcommittee of two Commissioners had met to determine the number of candidates and the selection of candidates for interviews. He indicated that 15 applications were received and the top applicants were selected for interviews, with the potential for all 15 candidates to be interviewed; however, five of the applicants had since withdrawn their applications. Mr. Schiller read the following names for the final candidate list:

Chester Adams	Larry Sage
Tony Almaraz	Chris Wilson
Brooke Keast	

The following applicants *may be* interviewed by the Board:

Mary Brock	George Cammarota
Michael Cruise	Chris Mumm
Maria Nucci	

Based on the subcommittee review, Mr. Schiller said the 10 applicants had checked in with the Human Resource Department. He recommended that the candidates provide an initial three-minute presentation, and then the Board could limit the list and move toward a secondary process.

Chairman Humke disclosed that he had directed staff to contact all the applicants to prepare for an interview. Commissioner Hartung also disclosed that the subcommittee did not interview the candidates individually, but only reviewed their resumes.

Commissioner Weber asked if the candidates were presently being sequestered. She felt the applicants should have been in chambers to hear this discussion and know the process. She stated that the subcommittee had chosen the top applicants and did not believe all 10 applicants should be interviewed. Commissioner Jung agreed.

John Slaughter, County Manager, replied that it had been common practice to sequester applicants before interviews. However, if the Board wished to have the applicants present for the discussion that could occur.

Commissioner Hartung said the potential to revisit all the applicants was based on the fact that the subcommittee did not interview the applicants. He felt that could allow remaining Board members to interview a certain candidate and ensure that the Board was comfortable with the subcommittee's top candidates.

Commissioner Berkgigler believed that the applicants chosen by the subcommittee were accurate.

Chairman Humke stated there was a consensus from the Board to interview the top five candidates. Mr. Schiller indicated suggested questions were provided to the Board and recommended each Board member select a question, which would then be given to the applicants.

Following discussion, on motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried, it was determined that each applicant would have five minutes to present themselves to the Board.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that the following candidates: Mary Brock, George Cammarota, Michael Cruise, Chris Mumm, and Maria Nucci be excused from the interview process.

The Board members all chose a question that would be posed to the applicants. It was noted that this item would continue after the applicants received the questions and had a few minutes to review and prepare their responses.

**14-132            AGENDA ITEM 24 – REPORTS AND UPDATES**

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

Commissioner Jung said she would attend a meeting of the Transitional Governing Board for the Community Assistance Center (CAC). She said a Regional Job Networks meeting was scheduled for February 13th.

Commissioner Berkbigler stated that she had two “Commissioner Comment” meetings scheduled.

Commissioner Weber noted that a concurrent meeting with the Cities of Reno and Sparks and the District Board of Health had occurred on February 10, 2014, which was very informative. She said the North Valleys Citizen Advisory Board (CAB) also met on February 10th.

Chairman Humke said the Marketing Committee for the Reno-Sparks Convention and Visitors Authority (RSCVA) recently met to discuss tourism and room-based tax statistics and would soon consider holding a strategic planning session. He announced that the District 2 CAB would meet on February 12th to discuss fuel reduction issues.

**2:42 p.m.**        The Board recessed.

**2:48 p.m.**        The Board reconvened with all members present.

**14-131            AGENDA ITEM 21 – MANAGER (Continued)**

**Agenda Subject: “Interview applicants and possible appointment for Sparks Justice of the Peace for a temporary vacancy on the Sparks Justice Court, (terminating January 4, 2015). (Commission Districts 4 and 5.)”**

Kevin Schiller, Assistant County Manager, suggested interviewing the candidates in alphabetical order. Chairman Humke explained that each candidate would be given five minutes to present themselves to the Board.

The Board proceeded to interview the following candidates in the order listed:

Chester Adams  
Tony Almaraz  
Brooke Keast  
Larry Sage  
Chris Wilson

In response to the call for public comment, Katherine Snedigar submitted a document, which was placed on file with the Clerk. She said she had been unable to locate a statutory bond for any Judge to perfect their claim to office. She stated that the County purchased a blanket insurance policy for every Judge, which was a violation of NRS 282.010.

Christopher Mumm commented that he was a candidate for the Sparks Justice Court position in the upcoming election. He recommended the Board appoint Larry Sage to the temporary position since he was formally a Judge and was educated in the law.

The Board members all disclosed discussions they had with several of the candidates.

Following discussion and deliberation at the completion of the interviews, on motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Chris Wilson be appointed to the Sparks Justice of the Peace for a temporary vacancy on the Sparks Justice Court, (terminating January 4, 2015).”

Mr. Wilson thanked the Board for their appointment and said all the applicants were qualified for the position. He stated that he would be available to begin his duties on February 24, 2014.

Chairman Humke thanked all the individuals that applied for this position and staff for their work in compiling this item.

**3:33 p.m.** The Board recessed.

**6:00 p.m.** The Board reconvened with all members present.

### **PUBLIC HEARING**

#### **14-133 AGENDA ITEM 23 – DISTRICT ATTORNEY**

**Agenda Subject: Second reading and adoption of an Ordinance amending the Washoe County Code at Chapter 5 (Administration and Personnel) by amending certain provisions relating to the maximum payout of accrued sick leave upon an employee’s death, separation, disability or termination from employment, and providing other matters properly relating thereto. (Bill No. 1704).”**

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.

Stacy Gonzales, Deputy County Clerk, read the title for Ordinance No. 1523, Bill No. 1704.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, Chairman Humke ordered that Ordinance No. 1523 , Bill No. 1704, entitled, "**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 5 (ADMINISTRATION AND PERSONNEL) BY AMENDING CERTAIN PROVISIONS RELATING TO THE MAXIMUM PAYOUT OF ACCRUED SICK LEAVE UPON AN EMPLOYEE'S DEATH, SEPARATION, DISABILITY OR TERMINATION FROM EMPLOYMENT, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO,**" be adopted, approved and published in accordance with NRS 244.100.

**14-134            AGENDA ITEM 22 – COMMUNITY SERVICES**

**Agenda Subject: "Discussion and possible direction to staff regarding next steps in Master Plan Amendment Case Number MPA12-001 (Village at the Peak). (Commission District 4.)"**

Bill Whitney, Planning and Development Division Director, explained that the proposed Master Plan Amendment Case Number MPA12-001 went to the Washoe County Planning Commission in December 2012, but did not pass due to a split 3 to 3 vote to deny the Master Plan Amendment. He said the developer then appealed to the Board of County Commissioners (BCC) in May of 2013. The BCC considered the appeal, overturned the Planning Commissions decision, adopted the Master Plan Amendment and sent the approval back to the Planning Commission in August of 2013 for a report as required by the NRS. Mr. Whitney indicated that the Planning Commission held a public hearing and took action to send a report back to the BCC in September of 2013. He said the BCC considered the report from the Planning Commission, but approved the Master Plan Amendment by a vote of 4 to 1.

On January 22, 2014, Mr. Whitney said staff went before the Truckee Meadows Regional Planning Commission (RPC) where it was determined that the Master Plan Amendment was not in conformance with the Comprehensive Regional Plan. He explained that the regional conformance review process made Washoe County the applicant and the only entity that could apply to the RPC for reconsideration of a finding on conformance. Mr. Whitney said staff was now seeking direction regarding the next steps for this Master Plan Amendment on whether or not to file an objection with the RPC, ask for reconsideration and/or to further appeal to the Regional Planning Governing Board (RPGGB) if the RPC, upon reconsideration, reaffirmed their determination of nonconformance. He commented that the County's master plan amendment process combined with the Regional Plan conformance process could be disconcerting since the applicant that originally submitted the amendment to the County was no longer the applicant. When the proposal moved to the RPC for a finding of conformance, the County became the applicant. He indicated that staff clearly understood the County was

now the applicant, and were here to assist in the decision-making and to support the BCC's decision.

Commissioner Berkbigler said in a letter received from the RPC, it stated that "the proposed amendment included a change to the Character Statement in the Spanish Springs Master Plan to change the residential density limitation in the suburban." She asked for clarification on the suburban core and if there was a map that set the core. Mr. Whitney displayed the Character Management Plan Map from the Spanish Springs Area Plan. He said the suburban core was the Suburban Character Management Area (SCMA) and believed what that statement referenced. Commissioner Berkbigler asked if the SCMA was designated in the overall Spanish Springs Master Plan and set in the original development of that Master Plan. Mr. Whitney stated that was correct. Commissioner Berkbigler understood if the amendment were to take place, any piece of property within that area could place multi-family housing within the segment displayed on the map. Mr. Whitney explained if the Master Plan Amendment was ratified and changed, individuals in that area could have the opportunity to change their zoning and receive the correct Master Plan land use designation to allow multi-family housing, but the Spanish Springs Area Plan would have to be amended. Commissioner Berkbigler said if another property owner near the proposed amendment wished to place multi-family housing on their property would the Master Plan have to be amended. Mr. Whitney replied if the correct Master Plan designation existed, which was suburban residential, a zoning amendment would be needed to specifically plan the new designation being proposed to be included in the Plan, then they would have the opportunity to place multi-family of nine dwelling units per acre on their property. Commissioner Berkbigler inquired on the number of properties that came under the suburban residential classification that would result in a zoning change being made without being reviewed by the Board. Mr. Whitney replied that he did not have that exact number, but said there was approximately 2,000 acres of vacant suburban residential in that SCMA.

After some research, Commissioner Berkbigler said she was able to determine why this amendment was rejected by the RPC, and said transit, affordability and sewer-usage were some of the reasons. She questioned why a governing body would review affordability as it related to multi-family dwellings. Mr. Whitney replied when the Regional Plan discussed affordability, it reviewed affordable housing compared to the market rate. Commissioner Berkbigler thought the term affordability related to affordable housing, but there was a Business Park in that area and questioned if the employees from that Business Park could afford to live in the area. She said the County's growth area was to the north, and asked if the growth footprint would have affordable housing. She felt that affordability was not grounds for rejection of the amendment. Mr. Whitney commented that staff was requesting the Board's concerns in order to bring those back to the RPC. He said the RPC staff report stated that their concern was more than the proposed attached housing and was linked to a Master Plan change being site-specific. He noted it was impossible to provide a clear analysis on whether or not attached housing would support affordable housing options since the policy changes to the Area Plan opened up that whole area with no site-specific piece for affordable housing. Commissioner Berkbigler was concerned because there was not a sound footing on why

this amendment was rejected from the RPC. She listened to all the comments from the residents, but said this was an economic development issue, and she was elected based on those concerns and the need to enhance economic development in the community. She questioned if the RPC felt that the BCC was not meeting the findings they believed were necessary; however, she felt the RPC did not provide the finding responses necessary for the BCC to deny the amendment. Mr. Whitney said staff could return to the RPC with statements about jobs-housing balance since there was industry in that area creating new jobs. Commissioner Berkbigler believed that was an issue the BCC should review because affordable housing was a concern throughout the region. She said with the new businesses in that area there would be additional vehicles and agreed that transit services needed to be considered.

Commissioner Jung asked if the RPC received BCC transcripts to review how the BCC made their decision, and did staff represent how they reached that decision. Mr. Whitney replied that the RPC Commissioners received a copy of the County's staff report, and he was in attendance at the RPC meeting to answer questions. Commissioner Jung commented that the Board was now repeating themselves since this same discussion occurred when they made the original decision to overturn the Planning Commissions vote. She indicated there were strip malls in that same area, but no transit service was offered. She felt she should not have to restate the reasons why the BCC voted for this amendment since staff had that record and should have represented that record at the RPC. She requested a robust staff presentation at the RPC to advocate the super-majority decision made by the BCC rather than just answering questions.

Commissioner Hartung stated when the Business Park in Spanish Springs was conceived, it was meant to deal with a reverse flow. He commented that the RPC reviewed a different set of standards since they had to review the Regional Plan and how any proposed amendment conformed to that Plan. He said the RPC knew this Board's position, but were to review the policies of the Regional Plan in making their determinations and findings.

Commissioner Berkbigler stated that she watched the RPC meeting and felt Mr. Whitney did an excellent job in answering the questions and understood that the RPC would review the proposal from a regional perspective; however, was this regional perspective for the Spanish Springs area or the entire valley region. If that was the case, she said findings could not be made on affordability of multi-family dwellings because those dwelling were developed all over the region, and findings could not be negatively made on traffic because that was a huge issue in the community. Mr. Whitney said the RPC had six different requirements for conformance to review and noted those requirements were focused upon during their meeting.

Commissioner Berkbigler questioned the actual position for rejection made by the RPC. Kim Robinson, RPC Executive Director, explained there were thresholds that were needed based on policies in the Regional Plan, but those were not policies the BCC would have reviewed. She said the BCC reviewed the proposal against the County's Master Plan and County Code, once it came to the RPC, the proposal was

reviewed in comparison to the Regional Plan where the RPC had a concern over Policy Number 1.3.2. The policy stated that multi-family housing in the unincorporated County must be evaluated at the regional level on a case-by-case basis and be a project-specific site. She said the first threshold was whether or not multi-family housing was appropriate for that area and indicated that first threshold did not pass the RPC's description. In terms of the SCMA, amending the Character Statement and adding specific plans, she said those changes would apply across the entire SCMA with a master plan or zoning to place multi-family housing, but once that decision was made it would not return to the RPC for any type of conformance. The way the request was structured, in terms of changing the Character Statement and adding a specific plan to the zoning, up to nine dwelling units per acre across the entire area was a possibility, which went against the Regional Plan that stated it must be site-specific. Ms. Robinson explained that the RPC did review affordability and transit, especially since transit service was not planned for the next 20 years. Fundamentally, the first threshold of not having a site-specific location was the threshold the RPC could not make for conformance.

Commissioner Berkbigler asked if the developer could make this site specific without placing language into the Master Plan that allowed for some level of multi-family housing. Ms. Robinson explained that the RPC did not review this from a project-specific basis, but reviewed this from a policy perspective. She said the policy was in place across all unincorporated Washoe County and approved in the 2012 Regional Plan update.

Commissioner Weber said the Regional Plan stated that growth would move to the north. Ms. Robinson stated not distinctly. Commissioner Weber stated there was no transit in the Cold Springs area, but there were many unincorporated homes and large properties also in that area. She asked how transit could be specifically needed in certain areas, but not in other areas. Ms. Robinson replied that the findings were made because Policy Number 1.3.2 was not met for site-specific multi-family housing. She agreed that a conversation was needed on transit in certain areas, but the amendment did not meet the first threshold. Ms. Robinson stated that Policy 1.3.2 was located on page 3 of the RPC's staff report.

Commissioner Weber asked if County staff knew the RPC policies before attending their meeting and did they have the correct information to present the County's case. Mr. Whitney stated that staff knew the policies and had everything they needed, but they did not have a considerable amount of time to analyze everything. Commissioner Weber asked if staff had worked with the developer to ensure they had the correct information and if anything could be changed in the proposal. Mr. Whitney replied that could be Board direction when staff returned to the RPC. Commissioner Weber understood that the developers were willing to work with the residents.

Commissioner Berkbigler asked if this concerned the entire region. Mr. Whitney explained that the Truckee Meadows Regional Plan covered Washoe County outside of the Tahoe basin. In this instance, he said the Character Statement had to be changed to make multi-family, nine dwelling units per acre allowable since that was not

part of the community character and/or the community vision in the Spanish Springs Area Plan. Commissioner Berkbigler believed there were some aspects of this project that were positive, but understood there were concerns in the community that other property owners in the future may place multi-family housing on their property. She requested staff work with the developer to find ways to develop a project that could be beneficial to the location of the Business Park and beneficial to affordable housing for the community.

Paul Lipparelli, Legal Counsel, explained that the end point for this meeting was whether or not the County would file an objection to the findings of the RPC that this application for conformance of the County's Master Plan to the Regional Plan failed. He said NRS 278.0282 stated, "if the local government wanted to make an objection to the RPC decision that it should attach their reasons why the plan was in conformance with the Regional Plan." He said there was a specific section of the Regional Plan that governed Washoe County unincorporated areas within the Truckee Meadows Service Area (TMSA) and was the portion of the Regional Plan cited by Ms. Robinson on the goals and policies of the Regional Plan relating specifically to Washoe County. The County was unique since it governed the outer lying areas where there were the most questions about density and transportation corridors. He said it would be helpful to evaluate the County's potential objection, on the specific things in the application that did conform to sections of the Regional Plan.

Commissioner Berkbigler said the Board needed to establish why the proposed changes were in compliance with the Regional Plan, but asked how the Board did that since the RPC already ruled the plan failed to meet the first threshold. Mr. Lipparelli said Goal 1.3 of the Regional Plan stated, "unincorporated Washoe County, within the TMSA, will support module 1 by providing a development pattern that includes a range of residential densities appropriate to the location and typified by medium density and shall include appropriate neighborhood or other local serving retail uses and employment opportunities designed to reduce trips, enhance housing affordability and promote jobs-housing balance." He said when the RPC reviewed this particular Master Plan Amendment, which was an amendment to the Spanish Springs Area Plan, it saw that the one thing necessary for the amendment to work was an amendment to the Character Statement to change the possibilities for higher density and residential housing to be located. The RPC was confronted with the conflict between one developer and how that affected the entire scope of the Area Plan and the Character Statement that governed everything that happened within that Area Plan. That was why the RPC focused on the policy that described how the County should have the Master Plan arranged so that higher density, attached family dwellings be done on a case-by-case basis. He said it would help the RPC understand the County's position if the BCC could provide reasons why the RPC should revisit and resolve the conflict between changing the Character Statement and the goal of reviewing attached housing on a case-by-case basis.

Commissioner Berkbigler felt this was a logical amendment because there was a Business Park in the vicinity that was starting to grow and multi-family dwellings seemed appropriate to that type of a community growth and appropriate to the concept of

affordable housing. She asked how the Board should structure language to assure that staff knew their position when they returned to appeal to the RPC.

Mr. Whitney said the Board gave staff input when the Master Plan Amendment was first approved by the Board, but he would take more input regarding transportation and affordability.

Commissioner Jung said the reduction of vehicle trips would meet the goals set forth by the RPC as read by Mr. Lipparelli. She said renting an apartment was more of a possibility for employees of a major industrial park or the retail along that corridor. She also agreed that staff should work with the developer to satisfy the resident's and the RPGB's concerns.

Commissioner Hartung said the structure of the County was different than the structure of the municipalities. He said the Board needed to review if they wanted the RPC to reconsider the proposed amendment.

Commissioner Jung asked if the County or the City of Reno initially developed Damonte Ranch. Mr. Whitney replied that most of that area was in the County and then annexed into the City. Commissioner Jung stated that the County had caused sprawl in the region and entered with residential housing rather than commercial properties. She said this project was an answer to a terrible sprawl without taking into account a live/work environment that was quite dense.

Commissioner Berkbigler said she had a problem of portraying any county as holding property for cities. She believed the County had a distinct responsibility for economic development and growth because that was how taxes remained low for the citizens living in the valley.

On behalf of the developer, Garrett Gordon said they had many ideas and strong, compelling justifications why this application, reviewed on a case-by-case basis, met the goals. He explained that this application was not crafted without considering regional planning. In looking at Spanish Springs, he said multi-family dwellings would only be placed in the SCMA or property zoned with a specific plan, which would require a development handbook where conditions could be placed to ensure there were transit opportunities, transit conditions and affordability components. He felt there were strong arguments for the conformance of this proposed amendment.

Commissioner Jung understood how the residents felt, but all property owners had rights and these property owners were going through the process. She felt this would be the right project, in the right place, at the right time.

Chairman Humke questioned the advantages of a development handbook. Mr. Gordon replied that the handbook was an attractive option when holding the three neighborhood meetings in an attempt to address their concerns since the neighbors were concerned with proliferation and control over development. The handbook would assist

in mitigating some of those concerns, give the policy-makers flexibility and options, and allow the residents to be part of the process. Chairman Humke asked if a development handbook could focus on one specific project. Mr. Gordon stated that was correct. In terms of transit, Chairman Humke asked if there was an interim measure for carpool vans or perhaps an agreement with the Regional Transportation Commission (RTC) for vans to transport employees to their jobs at the Business Park. Mr. Gordon stated that conditions for such issues could be placed in the handbook. Chairman Humke said the proposed project location was inside the TMSA and was positive for sewer and water utilities. Mr. Gordon stated that was correct. He said the property would include municipal services and new development would have to hook up to sewer and water with the municipality, which would be part of the development and detailed in the handbook. Chairman Humke asked if development handbooks were implemented by incorporated cities, unincorporated county areas, or both. Mr. Gordon believed that handbooks would be implemented by both. Chairman Humke asked if assurances could be provided to nearby residents that a handbook would seek to focus those resources and seek to schedule the arrival of resources on the 40 acres, but not the 8,000 acres. Mr. Gordon stated that was the intended result. He said that preliminary numbers indicated this would be a \$40 million project, which was an additional \$40 million tax base. Chairman Humke felt that Policy 1.3.2 was entirely subjective.

Commissioner Berkbigler asked if it was the County's responsibility to provide a fiscal study and, if so, what would that study be based on. Mr. Gordon replied that a fiscal study was mentioned during the neighborhood workshops. He said the client would provide a fiscal analysis to prove that this was a feasible project. Commissioner Berkbigler agreed with the handbook concept; however, she did not believe the County should pre-decide growth based solely on it being fiscally wise. She said this was about economic development and growth in an area that was beneficial to the County.

Commissioner Hartung stated the reason Storey County did not want residential growth was because it was more expensive versus industrial/commercial growth.

In response to the call for public comment, David Cencula said it seemed as though the Commissioners were on the payroll of the developer. He said that was hard to understand and made him very frustrated.

Melody Chutter said the residents had voiced their opposition to this non-conforming project on numerous occasions. As proposed, this was the wrong location for this project.

Donna Lamb said the findings the Board made were flawed because the basic premise in some of the actions in approving this project was flawed. She said this project did not conform to the Regional Plan because of the site-specific component and larger issues, such as transportation and affordability.

David Galleron stated his opposition to the proposed project, which he said fell on deaf ears.

Ken Theiss questioned how the Board came to their decision and the findings to make this amendment supportive. He said this plan, if approved, had the potential to change the entire region. He requested the Board give the same respect to the public as they asked for in return.

Theresa Theiss asked why one developer was being accommodated to rezone a vacant property in order to sell a property. She reiterated her opposition to this proposal.

Ron Lynch said the developer in the past had stated that residents on the west side of the Pyramid Highway did not count. He commented that all the residents were unanimously opposed to the changes proposed in this Master Plan Amendment.

Thomas Bruce understood that the proposed property was already zoned for three housing units per acre on half of the property, and he felt the remaining part of the property could be zoned the same, equating to 120 units. He voiced his opposition to the proposed amendment.

Ira Hansen said the Board seemed surprised that the RPC had rejected their action. The policy that was provided included local, regional and city area plans, the Spanish Springs Area Plan, master plans and the regional policies and plans. He said the Board needed to meet Policy Number 1.3.2 with a site-specific answer or it would be sent back to the RPC and be rejected again. He stated that staff had read all the policies and it was insulting to listen to the Board question their staff on issues they knew, but had not been reviewed by the Board.

Dan Herman agreed with many of the comments that were stated and felt the Board was bias to the developer. He requested disclosure by the members of the Board that had access to the developer or their attorneys since the RPC rejected the vote.

Commissioner Hartung said this was a proposed \$40 million project, but if you divide \$40 million by the 360 dwelling units, it equaled \$111,000 per dwelling. He stated that was not affordable housing.

Mr. Whitney said staff sought direction on whether or not to file an objection with the RPC and/or reconsideration. If their determination of non-conformance was reaffirmed, he asked if staff should go to the RPGB for further appeal.

Mr. Lipparelli said if the Board considered appealing to the RPGB, it was necessary that an objection first be made. However, if no action was taken that may forego the opportunity to appeal an RPC denial.

Commissioner Berkbigler moved that the Board provide their reasons on the findings, based on the findings in the staff report, and why they believed the project met the first threshold and return those reasons to the RPC. Commissioner Weber seconded the motion.

Mr. Lipparelli said the deadline for an objection to be filed was March 10th. He indicated that another BCC meeting was scheduled before that date when staff direction could be given to formulate items that would meet statute requirement on why the amendment was in conformance of the Regional Plan. Then the Board would have another opportunity in a public meeting to act and endorse those reasons.

Commissioner Berkbigler supported that recommendation and withdrew the motion. The seconder agreed.

Commissioner Berkbigler moved that the Board authorize staff to address the six issues located on page 183 of the staff report with comments made by the Board and return to the March 10th BCC meeting. Commissioner Weber seconded the motion.

Chairman Humke clarified the motion was to send this back to staff to determine if a staff report could be composed that the findings were or were not met. Commissioner Berkbigler stated that was correct.

Mr. Whitney said staff would complete a rebuttal for the RPC and return to the BCC meeting of February 25th for review. Chairman Humke asked for staff to consult with the developer about the proposed development handbook. Mr. Whitney stated that development handbooks were usually submitted to the County the same time as a zone request, which was after a master plan amendment and conformance were met. He indicated that was not currently applicable.

On call for the question, the motion passed on a 4 to 1 vote with Commissioner Hartung voting “no.”

**14-135      AGENDA ITEM 27 – PUBLIC COMMENT**

**Agenda Subject: “Public Comment. Comment heard under this item will be limited to three 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 three minutes per person. Comments are to be made to the Commission as a whole.”**

There was no response to the call for public comment.

## **COMMUNICATIONS**

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

- 14-136** Fully executed Adoption of Resolution to augment, and approval of Augmentation and Transfers for the Fiscal Year 2013/14 budget from the Washoe County School District from their December 10, 2013 Board of Trustees meeting.

## **QUARTERLY REPORTS**

- 14-137** Office of the Constable – Incline Village/Crystal Bay Township for the quarterly period ending December 2013.
- 14-138** County Clerk’s Quarterly Financial statement – 2nd Quarter Fiscal Year 2013/14 from October 1st through December 31st.

## **COMPREHENSIVE ANNUAL REPORTS/FINANCIAL STATEMENTS**

- 14-139** Truckee Meadows Water Reclamation Facility (TMWRF) Comprehensive Annual Financial Report (CAFR) – 2012/13.
- 14-140** Regional Transportation Commission Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2013.
- 14-141** Truckee Meadows Water Authority (TMWA) Commission Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2013.

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**8:22 p.m.** There being no further business to discuss, on motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.

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**DAVID E. HUMKE**, Chairman  
Washoe County Commission

**ATTEST:**

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

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

INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY AND WASHOE COUNTY SCHOOL DISTRICT TO PROVIDE OFFICE SPACE FOR SPECIALTY SCHOOL DISTRICT STAFF AT 350 S. CENTER STREET, DEPARTMENT OF SOCIAL SERVICES

This Interlocal Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2014 by and between Washoe County, a political subdivision of the State of Nevada (hereinafter "County"), and the Washoe County School District, (hereinafter "WCSD"), or individually, "Party, or collectively, "Parties", as the context requires.

WHEREAS, the Parties are public agencies authorized by chapter 277 of the Nevada Revised Statutes to enter into interlocal and cooperative agreements with each other for the performance of governmental functions; and

WHEREAS, the County, through its Department of Social Services ("Social Services") and the WCSD desire to continue to carry out cooperative activities, which provide children under the care or custody of Social Services and Juvenile Services with a variety of educational services and monitoring for the purpose of addressing educational related needs; and

WHEREAS, Social Services is willing and able to provide office space within its premises at 350 S. Center Street, Reno, NV, for up to four WCSD at-risk-population-education specialists and/or clerical specialists to include desks and local use telephones; and

WHEREAS, the Parties wish to formalize this Agreement for WCSD staff to provide necessary and appropriate educational support and monitoring services the children under the care or custody of Social Services and Juvenile Services, as more particularly described herein.

NOW THEREFORE, based upon the foregoing recitals, which are incorporated herein and in consideration of the mutual promises and benefits to be exchanged, it is agreed between the parties as follows:

1. Purpose. The purpose of this Agreement is to provide available office space for WCSD Specialty Staff to support continued collaboration in and coordination of educational resources and referral opportunities, educational evaluation, education transportation coordination, graduation tracking and other data exchange for children within the care or custody of Social Services or Juvenile Services.

2. Available Office Space at Washoe County Facility to WCSD Specialty Staff.

During the term of this Agreement, for no cash consideration, Washoe County, through its Department of Social Services, agrees to provide available office space and desk phones for up to four (4) Educational Specialty staff and necessary WCSD clerical or support staff to be located at 350 South Center, Reno, Nevada 89502. Except as

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otherwise provided in Section 4, all routine charges, fees and expenses associated with office space occupancy shall not be charged to WCSD. In the event of non-routine services, installation of equipment or modifications to the office space, WCSD agrees to obtain the prior written consent of an authorized administrator of Social Services before such installations or modifications and before incurring any related costs and expenses. WCSD shall be billed and shall pay all costs and expenses for such extraordinary, non-routine services, installations and modifications, which among others, shall include, long distance calls.

3. Educational Services to Social Services and Juvenile Services At-Risk Population. During the term of this Agreement, WCSD educational Specialty staff and clerical support shall provide all requested and necessary referrals, evaluations, resources, educational strategies leading to graduation, education transportation coordination and service and all other reasonable and necessary actions to support educational opportunities and successes for children in the care or custody of Social Services and Juvenile Services.

4. WCSD's Costs and Expenses. WCSD shall be responsible for all costs of their staff assigned to 350 South Center Street, Reno, Nevada 89520, including all costs of any computers and printers, hardware, software, hookups, installations, monthly fees, programs, office supplies, copies and all materials related to the performance of the educational services provided to children and families under this Agreement as set forth in Section 3.

5. Confidential Status. During the term of this Agreement, WCSD, through its designated Specialty and clerical staff, agrees to protect, control and restrict access to all child and family information, documents, reports and records related to children and their families, who receive services pursuant to this Agreement. All records, information and documents, in whatever form, that are obtained, exchanged, generated or prepared as a result of the services provided under this Agreement are confidential and shall not be released without the prior written consent of an authorized administrator of Social Services.

6. Payment. Other than extraordinary, non-routine costs and expenses, WCSD shall not be charged as a result of the services provided under this Agreement as set forth in Section 3.

7. Effective Date and Term. This Agreement shall become effective upon the date the last signing party signs this Agreement ("Effective Date") through the period 6/30/2016, with an option to renew for one additional two year period beyond 6/30/2016 upon written agreement of both parties.

8. Termination. This Agreement may be terminated by either Party by delivering to the other Party notice of Termination no later than sixty (60) days prior to the date of termination. In the event of termination of the Agreement, either through operation of this Paragraph or the expiration of the term of the Agreement, WCSD shall return and

deliver all records, documents, information and reports, as applicable, when and as directed or requested by Social Services.

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

10. Further Acts and Assurances. Each party agrees to take all reasonably necessary action to enter into, execute and deliver any and all written documents necessary to carry out the terms of this Agreement. Upon request, and unless otherwise deemed confidential, each party agrees to provide any information, documents and records reasonably necessary to provide the services contemplated by this Agreement. Social Services staff agrees to work collaboratively with WCSD staff to provide necessary and appropriate services for referrals, resources, evaluations, educational strategies leading to graduation, education transportation coordination and other actions to support educational opportunities and success for children in the custody of Social Services.

11. Hold Harmless – Liability.

11.1 County and WCSD agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or negligent failure to act by any of that party's employees, agents or servants in connection with the performance of obligations under this Agreement.

11.2 The Parties further agree, to the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), to hold harmless, indemnify and defend each other from all losses, liabilities or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of the employees, agents of servants of the other.

### MISCELLANEOUS

12. Severability. If any provision of this Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected.

13. Modification. This Agreement is the entire Interlocal Agreement between the parties. No change, extension, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either party unless executed in writing by each of the parties' governing boards.

14. No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the parties hereto. It shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each party.

15. Notices. 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 to an officer or authorized representative or a corporate party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties designated representative, whose name and contact information shall be as follows:

To County:               Washoe County Department of Social Services  
Ken Retterath  
PO Box 11120  
Reno, Nevada 89520  
(Fax) 775-785-5640

To WCSD:                Washoe County School District  
Randy Drake, Legal Counsel  
425 East 9<sup>th</sup> Street  
Reno, Nevada 89512  
(Fax) 775-333-3010

16. Waiver. A waiver of any breach of any provision of this Agreement by any party shall not be construed to be a waiver of any preceding or succeeding breach.

17. Governing Law; Venue. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the parties' performance thereunder shall be in the Second Judicial District Court of Washoe County.

18. Modifications and Amendments. This Agreement may be modified or amended only by a writing signed by an authorized agent of the party to be bound by the modification or amendment.

19. Non-liability of individual officers or employees of parties. No official or employee of any party to this Agreement shall be personally liable to any other party or

any successor in interest, in the event of any default or breach by the party or for any amount which may become due to any other party or its successor, or as a result of any representation (except any representation regarding the authority to execute this Agreement), warranty or obligation under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year below noted.

**WASHOE COUNTY SCHOOL DISTRICT**

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

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

STATE OF NEVADA        )  
  ) ss:  
COUNTY OF WASHOE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me, Notary Public in and for said County and State, \_\_\_\_\_, \_\_\_\_\_ of the Washoe County School District, known to me to be \_\_\_\_\_, who acknowledged to me that he executed the above instrument freely and voluntarily and for the uses and purposes therein mentioned.

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

WASHOE COUNTY, a political  
subdivision of the State of Nevada

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

ATTEST:  
Nancy Parent  
Nancy Parent, Washoe County Clerk



**RESOLUTION ON SUBGRANTS OF  
STATE EMERGENCY RESPONSE COMMISSION GRANT**

\*\*\*\*\*

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee (LEPC) and has been awarded a grant from the State Emergency Response Commission (SERC) in the amount of \$17,113.00 in support of local hazardous materials emergency response plans; and

WHEREAS, under this grant Washoe County is both a recipient and a fiscal agent for other local government entities and nonprofit organizations, which are subgrantees as members of LEPC; and

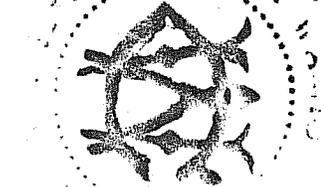
WHEREAS, NRS 244.1505 allows the Board of County Commissioners of Washoe County to make a grant of public money for any purpose which will provide a substantial benefit to the inhabitants of Washoe County; and

WHEREAS, Washoe County as fiscal agent for the other government entities or nonprofit organizations that are members of LEPC, desires to pass through some of these grant funds and grant assurances as listed below for the amounts and uses stated below.

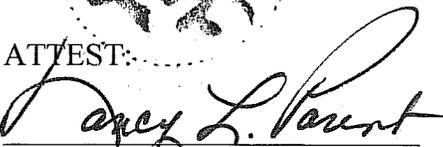
THEREFORE, BE IT RESOLVED, that the Washoe County Board of Commissioners hereby grants to the government entities (other than Washoe County departments for which the Board has accepted funds from the award) and nonprofit organizations listed below, as a pass through of the amounts and for the uses shown below, finding that said amounts and uses will provide a substantial benefit to the inhabitants of Washoe County, and the Board authorizes the County Manager, or her designee, to sign subgrants with the entities listed below, which subgrants, herein incorporated by reference, will set forth the maximum amount as listed below to be expended under the subgrants, the use and purposes of the subgrants as described below, and the conditions, limitations and the grant assurances of the subgrants.

Reno-Sparks Indian Colony	\$4,304.00	Hire a contractor to provide HAZWOPER Training.
Reno Police Department	\$12,809.00	Hire a contractor to provide Highway Emergency Response Specialist – Advanced; and Mass Transit Highway Trainings.

ADOPTED <sup>SEAL</sup> this 11th day of February, 2014.



ATTEST:

  
Nancy L. Parent  
Washoe County Clerk

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

14-117

**RESOLUTION TO OFFER APROXIMATELY 3.202 ACRES (COMMONLY KNOWN AS A PORTION OF SKY RANCH PARK) TO PYRAMID URBAN ACHIEVERS, LLC FOR ECONOMIC DEVELOPMENT OR REDEVELOPMENT PURPOSES**

WHEREAS, Washoe County, a political subdivision of the State of Nevada, owns a parcel of real property situated in the County of Washoe, currently APN 534-091-07 consisting of approximately 3.202-acres, commonly known as a portion of Sky Ranch Park (the "Property") as outlined in Exhibit A attached hereto and incorporated within; and

WHEREAS, the Property was purchased by Washoe County for use as a public park, and has operated as such since said purchase; and

WHEREAS, the Board of County Commissioners determined that maintenance of the Property had become unnecessarily burdensome at a public meeting held on December 11, 2012, and subsequently on November 26, 2013 adopted a Resolution To Offer Reconveyance to Pyramid Urban Achievers, LLC a parcel that adjoins the Property (APN 534-091-07) identified in Exhibit A, as it would be in the best interest of the County and its residents to reconvey that parcel; and

WHEREAS, Pyramid Urban Achievers, LLC has approached the County with the offer to purchase the Property for purposes of redevelopment or economic development according to the terms outlined in Exhibit B attached hereto and incorporated within; and

WHEREAS, the County is authorized under NRS 244.2815 to sell, lease or dispose of real property of the County for redevelopment or economic development without first offering the real property to the public and for less than fair market value of the property; and

WHEREAS, as proposed by pyramid Urban Achievers, LLC, and in accordance with NRS 244.2795, the Property shall be appraised by two professional real estate appraisal; however, the purchase price shall not exceed \$60,000; now, therefore, be it

RESOLVED, that the Board of Washoe County Commissioners has determined that maintenance of the Property is unnecessarily burdensome to the County, and disposal of the Property would be in the best interest of the County and its citizens to sell the Property for redevelopment or economic development without offering the Property to the public for the price established by the terms of Exhibit B; and

BE IT FURTHER RESOLVED, that under the authority of NRS 244.2815 Washoe County offers to sell the Property to Pyramid Urban Achievers, LLC according to terms outlined in Exhibit B and shall be set forth in writing through a purchase and sale agreement to be brought before the Board of County Commissioners for future consideration; and

BE IT FURTHER RESOLVED, that should the offer for purchase intended for economic development or redevelopment purposes be accepted, the Property shall be sold "AS IS, WHERE IS" to Pyramid Urban Achievers, LLC.

This Resolution shall be effective on passage and approval.

ADOPTED this 11th day of February, 2014.



*Nancy L. Parent*  
Nancy Parent, County Clerk

*David Humke*  
\_\_\_\_\_  
David Humke, Chairman  
Washoe County Commission

14-185

*Exhibit "A"*  
*La Posada Park Site*  
*A.P.N. 534-091-07*

All that real property, being a portion of Spanish Springs Road as shown on Tract Map 1891, File number 636073, recorded October 16, 1979, also being Abandoned Parcel 1 of "Resolution and Order of Abandonment" Document No. 4038669, recorded September 08, 2011, also Abandoned Parcel 1A of "Order Vacating Street Dedication with Reservation of Easements" Document No. 4066675, recorded December 14, 2011, also that parcel described in Deed Document No. 796574, recorded May 31, 1982 all files recorded in the office of the Washoe County Recorder, City of Reno, State of Nevada, situate within the Southwest One-Quarter of Section Thirty Five, Township Twenty One North, Range Twenty East, MDM, Washoe County, Nevada, being more particularly described as follows;

Commencing at the Southeast Corner of said Section Thirty Five;

Thence westerly, North 88° 25' 52" West a distance of 3,679.40 feet to a point on the centerline of said Spanish Springs Road also being the Southeast corner of Abandoned Parcel 1 of Document No. 4038669 and the Northeast corner of Abandoned Area 1A of Document No. 4066675;

Thence along the boundary of "Order Vacating Street Dedication with Reservation of Easements" Document No. 4066675 the following 2 courses:

- 1) Thence leaving said centerline of Spanish Springs Road, South 00° 44' 25" West a distance of 50.00 feet to the southerly line of said Spanish Springs Road of said Tract Map 1891;
- 2) Thence North 89° 15' 35" West a distance of 571.88 feet along the southerly line of Spanish Spring Road of said Tract Map 1891 the True Point of Beginning;

Thence continuing along the southerly line of Spanish Spring Road North 89° 15' 35" West a distance of 448.62 feet to the easterly right of way line of State Route 445 also known as Pyramid Highway;

Thence along the easterly right of way line of line of State Route 445 North 32° 25' 25" East a distance of 528.81 feet to the common parcel line of that parcel described in Deed Document No. 796574 and Frear Parcel identified on Parcel Map 1747, File number 955447, recorded October 11, 1984;

Thence along said common parcel line the following 2 courses:

- 1) Thence South 89° 15' 35" East a distance of 171.01 feet;
- 2) Thence South 00° 44' 25" West a distance of 350.00 feet to the southerly terminus of said common parcel lines;



## EXHIBIT B

# SUMMARY OF TERMS FOR THE CONVEYANCE OF REAL PROPERTY

January 22, 2014

Seller	Washoe County, a political subdivision of the state of Nevada c/o Community Services Department Attn: Dave Solaro, Director PO Box 11130 Reno, NV 89520
Buyer	Pyramid Urban Achievers LLC, a Nevada limited liability company Attn: Paddy Egan, Manager 753 Riverside Drive Reno NV 89503
Parcel	A Portion of Sky Ranch Park, described in the records of the Washoe County Assessor currently APN 534-091-07, approximately 3.202-acres
Purpose of Sale	In accordance with NRS 244.2815, for purposes of furthering economic development and expanding employment opportunities for residents of Washoe County.
Price	To be determined by the average of two appraisals; one to be completed by Johnson and Perkins using a "highest and best use" approach and one to be completed by Warren & Schiffmacher using an "as is" approach, but in all events the price shall not exceed Sixty Thousand Dollars (\$60,000.00).
Water Rights	None included.
Personal Property	All personal property remaining on the Property upon delivery of possession.
Appurtenances to be assigned	None. Property is being offered as-is, where is.
Contract Rights to be assigned	None.
Tenants	None.
Security Deposits	None.
Title & Title Insurance	Fee simple absolute to be conveyed by Grant Bargain and Sale deed; ALTA Insurance Policy.

Permitted Exceptions to Title	Exceptions # To be listed once a new title report has been received.	
Buyer's Intended Use	Commercial and/or all such other authorized uses.	
Liens assumed	None.	
Allocation of Closing Costs	Title Report	Paid by Buyer
	Title Insurance	See ¶3.09.A.3
	Survey	Paid by Buyer
	Building Inspection	None required
	Appraisals and reviews	Buyer paid outside escrow
	Pest Inspection	None required.
	Soils Analysis	None required.
	Environmental Assessments	None
	Transfer Tax	Paid by Buyer
	Property Taxes	Buyer agrees to pay all property taxes upon Closing Date.
	Sewer/water	Paid by Seller
	Rents	None.
	Security Deposits	None.
	Advance utility payments	None.
	Association Fees, Common Area Maintenance Fees	None.
	Operating Expenses	
Escrow Agent Fees	Buyer pays 100%	
Recording Fees	Buyer pays 100 %	
Payment	Payment shall be made by wire transfer into escrow as provided in the Escrow Instructions.	
Title Insurance	Seller shall cause Escrow Agent to provide to Buyer the title insurance in the amount of the purchase price as indicated in the Escrow Instructions or supplemental escrow instructions. Unless otherwise specified, Seller shall pay the premium for a ALTA Insurance Policy with endorsements required by Buyer.	
Final Approval Date	In no event later than May 1, 2015.	
Due Diligence Deadline; Notice to Proceed	Not less than 120 days or more than one year from the Final Approval Date Buyer shall complete its due diligence and provide to Seller a Notice to Proceed.	
Preclosing Deadline	Thirty (30) days prior to the Final Approval Date.	
Closing Deadline	One (1) year from the Final Approval Date.	
Seller's Conditions Precedent	(i) In its legislative discretion, the Board of County Commissioners of Washoe County must have approved this Agreement, authorized the sale of the Property and made the determinations	

	<p>and findings required by Nevada law.</p> <ul style="list-style-type: none"> <li>(ii) All of the documents and other items required to be delivered by Buyer to Seller under this Agreement must have been delivered in form and substance reasonably satisfactory to Seller;</li> <li>(iii) Buyer must have complied with, fulfilled and performed, in all material respects, each of the covenants, terms, and conditions hereunder to the reasonable satisfaction of Seller</li> <li>(iv) Buyer must have paid the purchase price and the expenses as provided herein;</li> <li>(v) All of the representations and warranties made by Buyer in this Agreement and in any closing certificate must be true in all material respects as of Closing Date.</li> </ul>
Buyer's Conditions Precedent	<ul style="list-style-type: none"> <li>(i) Buyer, in its sole discretion, must be satisfied as to the status of title to and condition of and suitability of the Property for its intended use.</li> <li>(ii) Seller must have performed all of its requirements under the Purchase Agreement.</li> <li>(iii) All of Seller's representations and warranties must remain true and complete as of Closing;</li> <li>(iv) Seller must have delivered into escrow all deeds and supporting documentation necessary to convey complete, marketable and insurable title to all real and personal property being purchased hereunder.</li> </ul>
Alterations	Seller shall not materially alter any improvement on or portion of the Property from and after the date it was inspected by the appraiser who established its value pursuant to NRS 244.275 (the "Appraisal Inspection Date"), except for emergency repairs or alterations necessary to protect life, safety or health of occupants or licensees or adjoining property owners.
Third Party Agreements	Seller shall assign or convey to Buyer all rights and documents held by Seller that were either used in establishing the value of the Property or would be necessary to the operation of the Property for its intended use, including, but not limited to, all easements, licenses, covenants agreements, choses in action, judgments, and other interests in land that are appurtenant to

	the Property, or are in gross to Seller but beneficial to the Property; Excluding all domestic or effluent water rights or agreements. If consent is required by a third party, Buyer agrees to use reasonable efforts to obtain such consent.
Buyer Indemnification to Seller	Buyer shall indemnify Seller and hold Seller harmless from all costs, claims or liability of any kind resulting from all acts or omissions of Buyer, its contractors, agents and employees relating to access to the Property during inspections or any actions taken pursuant to Section.
Eminent Domain	If proceedings under power of eminent domain are commenced before the Closing Deadline to take any portion of the Property, Seller shall promptly inform Buyer and Buyer may rescind the Purchase Agreement.