

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

TUESDAY

10:00 A.M.

JULY 11, 2017

PRESENT:

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

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

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

**17-0561      AGENDA ITEM 3 Public Comment.**

Ms. Liz Griffin stated she represented a committee to Save Wildcreek Golf Course. She spoke of her concerns about the proposed construction of a new high school on the property of the Wildcreek Golf Course. She stated there were more concerns than could be addressed in three minutes. She explained a building did not educate children, teachers did. She noted there was not significant growth in the Wildcreek area and she wanted to see the money from the ballot measure Washoe County Question 1 (WC1) used in a more frugal way. She stated the committee believed the mega campus was an unfitting decision. She provided a brochure, which was placed on file with the Clerk.

Ms. Elise Weatherly spoke regarding the Pledge of Allegiance, God, the Jan Evans Juvenile Justice Center, the food at the Washoe County Senior Services Center, being pulled over by a police officer and plea bargains. She stated these items were all about being provided with the truth.

Ms. Darla Lee was concerned about the Wildcreek Golf Course. She stated she moved to Sparks to live with family after living 35 years in rural Ohio where the area was wide open. She explained she moved to Nevada where the homes were close together and lacked open spaces. She noted the golf course made the transition easier for her because was a large open area with wildlife. She was surprised to hear part of the golf course would be destroyed to build a new high school. She stated the increased traffic due to busing of 2,500 children to the proposed school was a ludicrous idea. She said the golf

course was on a flood plain. She explained a golf course could absorb excess water, but a school would flood leaving significant damage. She indicated the Wildcreek Golf Course was a great course and needed to remain intact. She noted there were more than 200 members in the golf club and it did not make sense to destroy the course. She was convinced there was a better place to build the proposed school.

Mr. George Lee stated he was a Sparks resident. He was opposed to building a new high school at the lower end of the Wildcreek Golf Course for many reasons. He said extreme traffic, road modifications, and costs were significant reasons to disallow the school project. He noted the infrastructure of the streets near the proposed site could not accommodate the additional traffic and daily school busses. He was concerned the taxpayers would absorb the costs for updating the roads. He suggested the new school be built in Spanish Springs because it was experiencing extreme growth. He stated the costs to build the mega school were excessive and the money could be used to benefit more schools within the education system instead.

Ms. Denise Ross spoke regarding flooding and damage in Lemmon Valley. She asked the County to review the Geomorphic Study that was brought to the attention of the Board in previous meetings. She said all building should be halted until the study was completed. She stated the County had a duty to provide Lemmon Valley residents with solid infrastructure including waste treatment, enlarging lakes, adding schools and addressing environmental concerns. She said there would be additional property losses if the culverts and ditches were not made a priority by the County. She indicated the water in the lake was dirty and smelled badly. She asked when the last water sample was tested. She noted children were swimming in the lake where the water was polluted and unsafe but no signs were posted to that effect. She said leech lines were under the water within 30 feet of where the children were swimming. She stated she was informed the water met recreational standards and was safe enough to drink. She displayed photos of Lemmon Valley, which were placed on file with the Clerk.

Mr. Stuart Mackie stated he contacted the Center for Disease Control (CDC) and said they were responsible for halting the County from dealing with the water in Lemmon Valley because unknown bacteria was discovered. He stated the children were not informed to stay away from the water, which was effluent and dangerous to be near. He said Reno had been rebuilding its downtown every five years for the past 50 years but they could not afford to install the needed pipes. He asked the Board to enforce the laws to mandate Reno to install the needed pipe. He said maintenance in the City of Reno was lacking. He stated the CDC requested information from him and he would obtain the information from the District Attorney's Office.

Mr. Sam Dehne spoke regarding Open Meeting Law, wrongful removal from a meeting, the Washoe County School Tax Bond, the proposed mega high school, President Trump, the media and the home run derby.

Mr. William Puchert stated it had been five months since an illegal billboard was erected near his home. He indicated the sign obstructed his views. He noted

the owners of the sign continued to ignore citations. He said the owners indicated the sign would remain intact until the Court ordered it to be removed. He displayed a video from his mobile phone of the illegal sign posts swaying in a light wind. He displayed photos of the pins that held the posts in place, which were flimsy and poorly constructed. He asked for the Board's assistance to resolve this matter. He noted it was dangerous and he feared the sign would fall causing damage or injury. He provided photos, which were placed on file with the Clerk.

Mr. Wesley Griffin stated he was opposed to Wildcreek Golf Course becoming the site of a new high school. He displayed a word on his cell phone; transmogrify. He stated the definition of transmogrify was to transform, especially in a surprising or magical manner. He said for example the cucumbers transmogrified into pickles. He stated the Reno-Sparks Convention and Visitors Authority (RSCVA) indicated the Wildcreek Golf Course was losing money. He encouraged citizens to visit a website [www.savewildcreek.com](http://www.savewildcreek.com) for information about the project. He stated the Wildcreek Golf Course was a beautiful \$30 million asset that developers wanted to transmogrify into a school. He thought it was possible to have a great school and a great golf course, but not in the same location.

Ms. Darlene Hesse said she wanted to defend the Wildcreek Golf Course. She said it was a beautiful golf course and she did not want the area and wildlife to be destroyed. She noted it would cost the citizens of the County more money than they could realize for this project to occur. She indicated the traffic and flooding were significant and would only worsen with the construction of a school. She said it was a great place for people from Reno and Sparks to enjoy and it would be a big mistake to destroy the golf course for a school. She stated money would be thrown away and an extreme amount of debt would be incurred. She said the new school should be built in an area where the cost would be significantly less. She agreed the Wildcreek Golf Course was losing some money but she compared it to the Bowling Stadium, which was losing significant money each year.

Ms. Tammy Holt-Still stated she was at a meeting earlier with the Technical Review Committee (TRC) of the Washoe County Home Consortium attempting to obtain community support in the amount of \$400,000. She said she had conversations with some of the Commissioners regarding a letter that was previously mentioned and she indicated Michelle Montoya did not receive the letter in question. She stated she conducted a presentation to the TRC and was planning to present to them again in August. She said the Federal Emergency Management Agency (FEMA) and residents' insurance companies were not supporting the Lemmon Valley citizens. She stated the TRC was designed for low-income housing, but they also funded other projects. She noted helping the residents of Lemmon Valley that would be homeless was a worthwhile project. She stated she did more research and discovered 12.42 inches of precipitation fell between October of 1982 to September of 1983. She noted since October 1st of this year to current, 13.78 inches of precipitation occurred. She indicated the difference was not significant although the recent season brought extreme flooding whereas the 1982-83 seasons did not create flooding. She said research should be conducted to determine the

structural changes that were made over the years which allowed the flooding to occur. She stated the effluent waters from the Stead sewer plant were allowed to process two million gallons a day, but during the flooding the sewer plant was processing nearly three million gallons per day. She looked forward to continuing to work with the Board regarding the issues in Lemmon Valley.

**17-0562      AGENDA ITEM 4 Announcements/Reports.**

County Manager John Slaughter invited Truckee Meadows Fire Protection District (TMFPD) Chief Charles Moore to provide an update about the current fire situation.

Chief Moore stated since June 1st a wildfire or brush fire had occurred nearly every day and three significant fires occurred on July 3rd. He indicated since July 3rd the largest of the wildfires were the Truckee fire, the Winnemucca Ranch fire, the Earthstone fire, the Aspen fire and the Farad fire. He said the Farad fire was a risky fire in western Nevada along Verdi, Boomtown, Belli Ranch and Gold Ranch. He urged the public to stay vigilant and prepared until crews could work through the fires.

TMFPD Battalion Chief Jay Cwiak stated the Farad fire started on July 10th at the roadside of Interstate 80 and quickly spread uphill burning 50 acres within the first 10 minutes. He said it died out, but around 3:00 p.m. the downhill and canyon winds increased and the fire significantly engorged. The fire had multiple agencies working on it including Cal-Fire, the US Forest Services and the Bureau of Land Management (BLM). He stated the TMFPD responded to the initial dispatch call and they were on scene until 10:00 p.m. He noted the fire was being managed by a type three incident management team from the Sierra front and it was planned to transition to a type two incident management team on July 11th. He said the fire had burned approximately 700 acres and there was still a significant threat to Interstate 80. He explained the westbound traffic on Interstate 80 was stopped so crews could continue their operations. He noted there was a large contingency of aircraft on the fire including four "super scoopers" that were scooping water from the Stampede Reservoir and dropping it on the fire line at the top of the hill. He stated homes near Exit 1 on Interstate 80 were currently at risk along with some homes in the Gold Ranch area. He said a chance of the fire crossing Interstate 80 existed, but the crews had many resources and were attempting to keep the fire within the lines.

Commissioner Berkbigler thanked the firefighters for all their hard work. She noted significant numbers of fires were burning. She said she was pleased Commissioner Herman and her horses were safe and no citizens or animals had been injured.

Commissioner Jung asked for information regarding the fees charged to groups that used the Senior Center for activities and she wondered if it was sustainable for them to continue to pay the current fees. She requested a presentation and possible

suggestions to ensure the fees were sustainable. She also requested a presentation from the Eddy House, which was a home for homeless youth aged 16 to 24. She wanted information about the County involvement with youth homelessness. She said there was a philosophy and data to support that breaking the cycle of homelessness in that age group could dramatically reduce homelessness in the future. She noted there would always be homelessness, but not the type the County was currently experiencing.

Commissioner Hartung requested to have a standing item on the agenda to discuss or ask questions about fire issues. He stated the TMFPD Board only met once a month and it would be useful, especially during fire season. He said he did not see on the active requests log the discussion about additional signage or the possibility of a temporary moratorium on target shooting in areas at risk for fires. He said it would be nice to have a conversation regarding this even though it was an issue for the TMFPD Board. He stated he requested information regarding the County's effluent standards, the locations the County currently discharged to, and the permit process for all the treatment plants, but had not received a response. He wanted to discuss solutions with staff regarding issues on Nicole Drive.

Commissioner Herman stated the County was in the middle of fire season. She researched a company called "Rain for Rent" that provided water tanks and pumps to assist with firefighting efforts. She stated she would provide \$5,000 towards renting equipment for the fire season. She said the requested shooting area signs for Peavine Mountain had not been installed, but new no shooting signs had been posted.

Chair Lucey announced the new Assistant County Manager Kate Thomas was on board and he looked forward to many years working with her. He stated with the rain during the winter and spring, the brush would dry out and the area would have a difficult fire season. He commended Commissioner Herman for researching fire solutions. He said fires were not predictable and citizens needed to be prepared. He said every area was susceptible to fire and it was encouraged to have an emergency bag ready to go. He asked for an update from staff and the Washoe County School District regarding the progress of the new high school located at Wildcreek Golf Course. He asked staff for an update on the illegal sign in the northwest.

Commissioner Herman heard the Regional Aviation Enforcement Unit (RAVEN) hanger door was having issues opening and asked for an estimate to have it repaired.

### **CONSENT AGENDA ITEMS – 5A THROUGH 5H3.**

**17-0563**      **5A** Cancel the August 15, 2017 and August 22, 2017 Board of County Commissioner meetings.

**17-0564**      **5B1** Acknowledge the communications and reports received by the Clerk on behalf of the Board of County Commissioners. Clerk. (All Commission Districts.)

- 17-0565**      **5B2** Acknowledge and approve assignment of the correct Ordinance Number of 1596 for Bill No. 1780 adopted on June 27, 2017 for an ordinance approving a second amendment to a development agreement (Terrasante) originally approved in 2008 (Development Agreement DA08-005, ordinance number 1367) and first amended in 2010 (Amendment of Conditions AC0-002, ordinance number 1435), to extend the deadline for filing the first final map to June 6, 2021, with one additional one-year extension granted at the discretion of the Director of Planning and Development. Clerk. (Commission District 2.)
- 17-0566**      **5C** Approve reclassification requests for a vacant Planning Technician, pay grade H, to Office Support Specialist, pay grade H (CSD), a vacant Administrative Assistant II, pay grade L, to Grants Coordinator, pay grade L (Social Services), and the removal of one job level from the flexibly staffed Appraiser job class series (Appraiser), retroactive to July 1, 2017 as reported to the Job Evaluation Committee. Net fiscal impact is estimated at \$0. Human Resources. (All Commission Districts.)
- 17-0567**      **5D** Approve the reclassification of a Court Clerk II, pay grade J157 (position #70000355), to a Justice Court Division Supervisor, pay grade J178 (Reno Justice Court) effective July 10, 2017 [\$14,297 net impact]. Reno Justice Court. (All Commission Districts.)
- 17-0568**      **5E** Acknowledge a FY17 adjustment to the Regional Animal Services Department travel and custodial contract line item budgets by moving \$6,000 from the custodial contract line item budget to the travel line item budget. Animal Services. (All Commission Districts.)
- 17-0569**      **5F** Approve Sheriff's Security Agreement between the Barracuda Open Foundation and the County of Washoe on behalf of Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security [estimated costs will be \$64,000] during the 2017 Barracuda Open Golf Tournament being held July 31, 2017 through August 6, 2017. Sheriff. (All Commission Districts.)
- 17-0570**      **5G1** Approve Commission District Special Fund disbursement [in the amount of \$1,000] for Fiscal Year 2017-2018; District 4 Commissioner Vaughn Hartung recommends, [\$1,000] grant to The Nevada Discovery Museum; approve Resolution necessary for same; and direct the Comptroller's Office to make the necessary disbursements of funds. Manager. (Commission District 4.)

- 17-0571**      **5G2** Approve Commission District Special Fund disbursement [in the amount of \$12,500] for Fiscal Year 2017-2018; District 3 Commissioner Kitty Jung recommends [\$9,000] grant to The Generator to light up The Space Whale in downtown Reno for one year and [\$3,500] grant to support participation of Washoe County employees in Truckee Meadows Parks Challenge, approve Resolution necessary for same; and direct the Comptroller's Office to make the necessary disbursements of funds. Manager. (Commission District 3.)
- 17-0572**      **5G3** Approve the attached resolution to augment the Regional Permits Operating Fund in the amount of [\$83,401]; and direct the Comptroller to make the appropriate budget amendments (net impact to Regional Permits Capital Fund is zero). Manager. (All Commission Districts.)
- 17-0573**      **5H1** Approve an Interlocal Cooperative Agreement Approving RTC Program of Projects between Washoe County, City of Reno, City of Sparks, and the Regional Transportation Commission (RTC) for projects included in the RTC's Fiscal Year 2018 Street and Highway Program of Projects. Community Services. (All Commission Districts.)
- 17-0574**      **5H2** Approve the Fifth Amendment to the Cooperative Agreement for Contractual Professional and Administrative Staff Services between the Western Regional Water Commission and Washoe County, retroactive to July 1, 2017, to reimburse the Community Services Department for staff services provided to the Western Regional Water Commission and the Northern Nevada Water Planning Commission. Community Services. (All Commission Districts.)
- 17-0575**      **5H3** Approve the asset reassignment of multiple items of maintenance equipment and inventory items included as assets in the County's Financial System (Exhibit A) from the Golf Course Enterprise Fund 520 to various Park Maintenance locations; and direct the Comptroller's Office to make the appropriate asset adjustments retroactive to June 30, 2017 [no fiscal impact]. Community Services. (All Commission Districts.)

There was no public comment on the Consent Agenda Items listed above.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Consent Agenda Items 5A through 5H3 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5H3 are attached hereto and made a part of the minutes thereof.

**BLOCK VOTE – 6, 7, 8, 9, 10, and 11**

**10:54 a.m.** Commissioner Jung seconded the motion, but left the meeting prior to the vote.

**17-0576** **AGENDA ITEM 6** For possible action to sponsor an amendment to the Truckee Meadows Regional Plan (TMRP), based on a request and presentation from the Washoe County School District, to expand Washoe County's Truckee Meadows Service Area (TMSA) by + 80 acres to accommodate the construction of a new middle school on land immediately north of the developed areas in Sun Valley (Assessor's Parcel Number 508-010-01). Per TMRP Module#1, the TMSA is the area in Washoe County that is identified in the TMRP maps and within which municipal services, including water and sewer, are available for generally more intense development. Under the TMRP, this amendment would reduce the approximate remaining acreage within the TMSA available for development in unincorporated Washoe County from 244 acres to 164 acres. If sponsored, direct staff to forward the amendment request to the Truckee Meadows Regional Planning Agency. Community Services. (All Commission Districts.)

On the call for public comment, Garth Elliott stated he was in support of this Agenda Item. He indicated he and the community had waited a very long time for a school in Sun Valley. He appreciated the Board's support.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioner Jung absent, it was ordered that Agenda Item 6 be sponsored and directed.

**17-0577** **AGENDA ITEM 7** Recommendation to award Bid No. 3022-17 for Operating Lease New Fleet Heavy Equipment to the lowest responsive and responsible bidder, Cashman Equipment Company [\$756,336.20] for a five year operating lease of two Cat 950M 4-cubic yard wheel loaders, one Cat 966M 5.25-yard wheel loader, three Cat 430F2 IT backhoe loaders and three Cat 140M3 motor graders. Comptroller. (All Commission Districts.)

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

**17-0578**      **AGENDA ITEM 8** Recommendation to approve the 2018 Interlocal Agreement to Use Account for Low-Income Housing Welfare Set-Aside Funds by Washoe County between Washoe County and the Nevada Housing Division of the State of Nevada Department of Business and Industry in the amount of [\$162,015; no county match required] to provide emergency housing assistance effective July 1, 2017 through June 30, 2020; and direct the Comptroller's Office to make necessary budget amendments. Social Services. (All Commission Districts.)

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

**17-0579**      **AGENDA ITEM 9** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the 911 Parr Housing Unit 6 & 8 Air Handler Replacement Project, [staff recommends Applied Mechanical, Inc., in the amount of \$1,227,000.00]; and approve a separate Owner project contingency fund in the amount of \$50,000. Community Services. (Commission District 3.)

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

**17-0580**      **AGENDA ITEM 10** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the South Truckee Meadows Water Reclamation Facility Chemical Storage Building Rehabilitation Project, [staff recommends Resource Development Company, in the amount of \$1,588,986.00]. Community Services. (Commission District 2.)

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

**17-0581**      **AGENDA ITEM 11** For possible action to adopt a resolution to sponsor an amendment to the 2012 Truckee Meadows Regional Plan, pursuant to NRS 278.0272(7), to amend the Electrical Utility Corridors South map to include a new substation and a new utility corridor on Assessor's Parcel Number 084-110-29 to support the expanding operations for Apple Inc. The subject property is located directly north of the Tracy Power Plant on the north side of Interstate 80. Community Services. (Commission District 4.)

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioner Jung absent, it was ordered that Agenda Item 11 be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

**10:57 a.m. Commissioner Jung returned to the meeting.**

**17-0582** **AGENDA ITEM 12** For possible action to introduce and conduct a first reading of an ordinance amending the Washoe County Code at Chapter 110 (Development Code), Article 505, Signs at Section 110.505.30(d), to allow certain Electronic Message Display (EMD) signs to be located closer than the existing minimum 200 foot distance requirement between any residentially zoned property and an EMD. The exception would allow an otherwise permitted EMD to be located within 100 feet of residentially zoned property if the sign is (1) operated by a governmental entity, (2) located on property owned or controlled by a governmental entity, and (3) designed to convey public health, safety, and welfare information including traffic control and directional information; And if approved, schedule a public hearing date and second reading for July 25, 2017. Community Services. (All Commission Districts.)

The Chair called for anyone wishing to speak for or against adoption of said Ordinance.

Nancy Parent, County Clerk, read the title for Bill No. 1783.

There was no public comment on this item.

Bill No. 1783 was introduced by Commissioner Berkbigler, and legal notice for final action of adoption was directed.

**17-0583** **AGENDA ITEM 13** For possible action, to introduce and conduct the first reading of an ordinance amending the Washoe County Code at Chapter 25 (Business License Ordinance) to create temporary marijuana establishment business licenses and set terms for such temporary licenses, to include an automatic expiration date for those licenses; to establish restrictions on businesses which can apply for such temporary licenses to include currently certified and licensed medical marijuana establishments; to set forth application requirements for such temporary licenses; to establish the denial process for license applications; to provide for waste disposal and registration card requirements for marijuana establishments; to set forth other terms and conditions for the temporary licenses; to provide approval and issuance standards for the temporary licenses; to provide for definitions related to temporary marijuana establishments; and, to make other changes necessarily connected therewith and pertaining thereto. And, if supported, set the public hearing for second reading and

possible adoption of the Ordinance for July 25, 2017. Manager. (All Commission Districts.)

The Chair called for anyone wishing to speak for or against adoption of said Ordinance.

Nancy Parent, County Clerk, read the title for Bill No. 1784.

Director of Community Services Dave Solaro conducted a PowerPoint presentation entitled Adult Use Recreational Marijuana Temporary Business Licenses “Quick Start Program”. He reviewed the presentation slides entitled: Overview; Timeline; Current County MME Regulations; Open Facilities; County Adult-Use Regulations; Quick Start Assumptions; Recommendation; and Questions. He reviewed the timeline and noted direction from the Board would be needed to implement the permanent regulations. He explained the current County medical marijuana establishment (MME) regulations. He noted there were three MME dispensaries that were eligible to apply for the Quick Start Program. He stated the business license requirements were modeled after the State with some restrictions. He explained the State allowed MMEs to operate out of locations other than where dispensaries were licensed to operate, but the County chose to confine business transactions to the location where the dispensaries were licensed to operate. He stated staff’s recommendation was for the Board to introduce and conduct the first reading. The public hearing and second reading would occur on July 25th, and if adopted the Ordinance would become effective on August 4th.

Commissioner Hartung asked about the security provisions listed in the staff report and wondered who was responsible and qualified to ensure proper security was planned.

Mr. Solaro stated the Sheriff’s Office was responsible for security.

Commissioner Hartung asked if the security plan was submitted to the Sheriff’s Office and if it was subject to review by the Board of County Commissioners.

Mr. Solaro explained applications would be submitted to the Business License Department and would be routed to the proper departments or partners for review and approval. He noted it was completed within the Business License Department. Once the application was completed and approved; a business license would be issued.

Commissioner Hartung clarified the process was temporary until a new process was formalized in the near future. He questioned whether an approved dispensary could park a van at the licensed location and sell products.

Mr. Solaro stated if the State issued a business a certificate to sell product from a location, they were allowed to sell at that location. He noted there were six specific locations for dispensaries, but the businesses were required to present their State

issued certificate of good standing and to meet all the requirements of the State before the County would issue a business license.

Commissioner Hartung asked about facility standards and Mr. Solaro replied the County standards mirrored the State's standards.

Commissioner Berkbigler asked Mr. Solaro to review the costs of the licensing.

Mr. Solaro stated one of the processes the County was working through was to understand and to fully develop the costs of licenses. He explained there were three fees to consider; the County could charge a fee on the gross revenue; it could charge an application fee; and it could charge a business license fee. He said staff was attempting to understand what the fees meant to the County based on the existing business license Code and what was allowed by the State. He said the language was not simple or clear in the statute. He stated staff was proposing to come back in the near future to set the fees. He explained the County would be following the statutes as set by the Department of Taxation.

Commissioner Berkbigler clarified the licensing fee was \$75 and the facilities that were already licensed as medical marijuana facilities would be required to obtain a \$75 secondary license for recreational marijuana since the initial license would only cover medical marijuana.

Chair Lucey stated he had the same discussion with staff regarding fees. He said based upon the legislation that was just passed there would be more leeway for Counties to obtain some of the money. He said the City of Reno did a business impact study and was able to impart some of the fees prior to the start of recreational marijuana sales, but the County had not yet completed that process. He stated he would recommend the three businesses that would be participating in the Quick Start Program to report their gross sales to the County monthly. He wanted to ensure the County's fees were consistent with Reno and Sparks. He recommended the annual fee be set at 3 percent of gross sales or a flat fee, whichever was higher. He thought this process would bring important data regarding fees for future dispensaries.

Commissioner Hartung was concerned about the security of the dispensaries that were holding large quantities of cash because they were not able to easily deposit cash into a bank. He asked whether the Sheriff's Office was able to charge a fee for the review of the security plan, and if so, was it due to a State law or was it something the Sheriff's Office could establish.

Mr. Solaro stated the Sheriff's Office could charge a fee and State law allowed collection of fees to cover the costs of inspections. He said that was allowed within the current medical marijuana establishment regulations. He noted the Quick Start program would help cover costs through the permitting process over and above the \$75 license fee.

On the call for public comment, Garth Elliott stated recreational marijuana had been a long process representing the will of the people. He asked the Board to support the item.

Mr. Will Adler stated he was representing the Sierra Cannabis Coalition. He thanked the Board for its time and thanked staff for a well thought out proposed Ordinance. He recommended the County establish 3 percent of gross sales as a maximum fee. He thought that would be streamlining what the other local governments were charging and would keep the businesses competitive.

Bill No. 1784 was introduced by Commissioner Jung, and legal notice for final action of adoption was directed.

**PUBLIC HEARINGS:**

**17-0584**      **AGENDA ITEM 14** Public Hearing: For possible action and discussion of the Tahoe Racquet Club's appeal of the Planning Commission's approval for Special Use Permit WSUP17-0004 (Lake Tahoe School) to modify Special Use Permit SW02-008 which permitted the operation of a kindergarten through 9th grade private school in an existing commercial building. The approved modification will permit the construction of a 13,906 square foot multi-purpose building with parking. As approved, the new building will require the relocation of the access road that serves Lake Tahoe School and provides access to the Tahoe Racquet Club, a residential condominium subdivision, from Tahoe Boulevard. The current access is located approximately 725 feet northwest from the intersection of Country Club Boulevard and Tahoe Boulevard. The access easement will be relocated approximately 200 feet further to the northwest. Applicant: Lake Tahoe School • Property Owner: Lake Tahoe School • Location: 955 Tahoe Boulevard • Assessor's Parcel Numbers: 127-581-01 and 127-030-21 • Parcel Size: 4.11 acres (total) • Master Plan Category: Commercial (C) • Regulatory Zone: Tourist Commercial • Area Plan: Incline Village Tourist Commercial • Citizen Advisory Board: Incline Village/Crystal Bay • Development Code: Authorized in Article 810, Special Use Permit. Community Services. (Commission District 1.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against the Agenda Item.

Chair Lucey stated this item was continued from the last business meeting. He stated he received a letter regarding an agreement that was reached between the two parties.

Nick Exline introduced himself and stated he was representing the Lake Tahoe School. He said as a result of the two week delay, the two parties were able to engage in more conversations and the issues were resolved. He noted some of the issues

included access fees, parking, signage and mail boxes. He stated the Tahoe Racquet Club agreed to withdraw their appeal. He said there were three conditions addressed within the letter represented as Exhibit E. He displayed a document, which explained the existing conditions language and the proposed condition language that was agreed upon. The documents spoke of within this discussion, including the agreement letter and conditions document, were placed on file with the Clerk.

Chair Lucey read the discussed letter into the record.

Commissioner Hartung stated he and Mr. Exline had a conversation regarding the parking that was more restrictive than was currently allowed. He asked Mr. Exline to expand on the conditions.

Mr. Exline stated there was a desire from staff to address concerns. The non-faculty and non-student parking was limited during the school day to 25 people. He spoke regarding conversations with Community Services Department Planner Eva Krause and stated she provided him with the parking formula.

Commissioner Hartung asked Ms. Krause to explain the more restrictive parking. He thought the changes to the school would allow them to operate more consistently and easily than what was currently being allowed. He wondered if undue conditions should be removed.

Ms. Krause stated the condition was crafted by the Tahoe Racquet Club. She said she attempted to resolve the concerns, but the two parties came to an agreement different from her suggestion, which was not an issue for her.

Commissioner Hartung clarified the proposed conditions were being considered for approval by the Board. He noted there were no longer issues between the two parties.

Assistant District Attorney Paul Lipparelli stated if the Board dismissed the appeal, no conditions could be added. He said if the appeal was dismissed the case would be required to go back to the Planning Commission for revision. He noted the term to withdraw the appeal was misused in the letter that was received. The Board could affirm the conditions as written and the case would not be required to be heard or modified by the Planning Commission.

Chair Lucey noted his conversation with the Appellant confirmed support of the agreement with the listed conditions.

Commissioner Berkbigler moved to affirm the Planning Commission's approval of Special Use Case Number WEUP17-0004 (Lake Tahoe School) to modify Special Use Permit SW02-008. Commissioner Jung seconded the motion, which duly carried on a vote of 5-0.

**17-0585**      **AGENDA ITEM 15** For possible action to adopt an ordinance approving a third amendment to a development agreement (Ladera Ranch, Tentative map case number TM05-011) originally approved in 2009 (Development Agreement DA09-004, ordinance number 1406) and first amended in 2010 (Amendment of Conditions AC11-002, ordinance number 1461), and second amended in 2015 (Development Agreement DA15-001, ordinance number 1551), to extend the deadline for filing the next final map to July 5, 2019. The Board of County Commissioners conducted a first reading of the proposed ordinance introduced on June 27, 2017. Applicant: Ladera Ranch, LLC. • Property Owner: Ladera Ranch, LLC. • Location: Approximately 1 mile west of the intersection of West Seventh Avenue and Sun Valley Boulevard. • Assessor's Parcel Number(s): 502-700-01; 502-700-02; 502-700-03; 502-700-06; 502-250-05; 502-711-01 to 14; 502-712-01 to 09; 502-721-01 to 13; 502-722-01 to 46; 502-731-01 to 10; and 502-732-01 to 16 • Approximate Acreage: +/- 376 acres • Master Plan Category: Suburban Residential (SR), Rural Residential (RR), Open Space (OS) • Regulatory Zone: Medium Density Suburban (MDS), Low Density Suburban (LDS), High Density Rural (HDS), High Density Rural (HDR) • Area Plan: Sun Valley • Citizen Advisory Board: Sun Valley • Development Code: Article 814, Development Agreements • Section/Township/Range: Sections 13 and 24, T20N, R19E, MDM, Washoe County, NV. Community Services. (Commission District 3.)

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1597, Bill No. 1782.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Berkgigler, which motion duly carried, Chair Lucey ordered that Ordinance No. 1597, Bill No. 1782, be adopted, approved and published in accordance with NRS 244.100.

**17-0586**      **AGENDA ITEM 16** Discussion and update pursuant to Commissioners' previous requests and/or topics for future agendas.

Management Services Director Al Rogers provided an overview of the Commissioners' requests. He stated the primary requests were on the first page of the monthly dashboard. He noted there were some new items. One issue was the North Washoe County Fire Station, which would be brought to the Board on July 25th, and the other was target shooting, which would be brought to the Truckee Meadows Fire Protection District meeting on July 18th. The report contained the year-to-date pending requests. He stated there were more requests and he hoped staff was completing them to the satisfaction of the Board. He said staff had the opportunity to meet with some of the

Commissioners during the last week to update the list. He mentioned the report included the 90-day calendar that listed specific items and the meeting dates that the items would be on an upcoming agenda. He said as mentioned last month, the planning and development highlights were added to the dashboard. He stated four applications for variances were submitted and would be reviewed by the Community Advisory Boards (CAB). He noted the Incline Village CAB would hear three of the variances in July. He said the metrics were updated for Washoe 311 and noted more than 2,000 calls had been received. He provided the discussed documents, which were placed on file with the Clerk.

Commissioner Hartung asked for the estimated time to completion to be added to the list of requests. He noted he was still waiting for resolutions to the Waste Management issues. He stated he did not see a timeline for the issues regarding effluent water, discharge and the responsibility to monitor federal bodies of water, including White Lake, Swan Lake and Silver Lake. He was unsure if Washoe Lake was a federal body of water.

Commissioner Berkbigler thought the Commissioners received a letter from the Sheriff's Office regarding the bear call issue in Incline Village. She indicated the issue was already resolved and could be removed from the dashboard.

Commissioner Hartung thought staff needed to research the illegal sign matter that was mentioned during public comment because technically it was not a sign and it did not violate the sign ordinance. He stated discussion about the issue needed to occur because he was not sure whether it was within the Board's purview to demand its removal.

Commissioner Berkbigler stated that was a valid point; it was not a sign but it was a danger. She said she had seen it swaying in the wind and she was concerned it could fall and damage property or injure someone. She explained those were the reasons it needed to be removed.

Chair Lucey thanked staff for their work to complete the issues requested from the Commissioners.

There was no public comment or action on this item.

**17-0587**      **AGENDA ITEM 17** Public Comment.

On the call for public comment, Ms. Carol Burns spoke regarding her concerns about the numerous cancelled Community Advisory Board (CAB) meetings during the past quarter. She indicated many of the issues should have been discussed in the communities prior to approvals, but the lack of meetings did not allow for those discussions to occur. She asked the Board to assist with the issue of the meetings being cancelled without notice. She thought someone needed to be responsible for the CABs. She noted there were issues such as flooding, homes planned in flood plain areas, the

Ladera Ranch project, traffic on 7th Street and weeds that needed to be addressed within the communities.

Ms. Tammy Holt-Still spoke regarding the residents of Antelope Valley who were given information on Facebook from another department within the State. She noted the information was in contrast to what had been discussed with the County. She stated her frustration was with inconsistent information from different resources. She indicated the County informed her Deodar Drive would be worked on prior to the Reno Air Races, but according to Facebook, work would not start on that road until March of 2018. She stated the County had made it clear that buyouts were not being considered, but she heard meetings had occurred and there was discussion about buyouts. She noted there was information on Facebook stating that issues were nearing finalization with the Federal Emergency Management Agency (FEMA) and that buyouts would occur. She asked for faster responses to keep the correct information circulated and stop the rumors.

**17-0588      AGENDA ITEM 18 Announcements/Reports.**

Commissioner Herman spoke regarding the Gerlach volunteer fire department and said many things had been said and done in the community that needed to be corrected. She wanted the truth to be revealed regarding an alleged audit and a person recently being abruptly removed. She stated if an audit occurred, she wanted the information related to the findings; if an audit had not occurred she thought there should be one. She thanked whoever was responsible in the Roads Department for repairing the culverts on 7th street. She said no work on the culverts or ditches had occurred in Lemmon Valley as of yet. She asked Chair Lucey to research the requested letter to Michelle Montoya to assist with funding for the residents in Lemmon Valley.

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

\* \* \* \* \*

**11:50 a.m.** There being no further business to discuss, the meeting was adjourned without objection.

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**BOB LUCEY**, Chair  
Washoe County Commission

ATTEST:

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

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

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

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

**WHEREAS**, The Board of County Commissioners of Washoe County upon the recommendation of Commissioner Vaughn Hartung for District 4, has determined that \$1,000 will be granted to the Nevada Discovery Museum; and

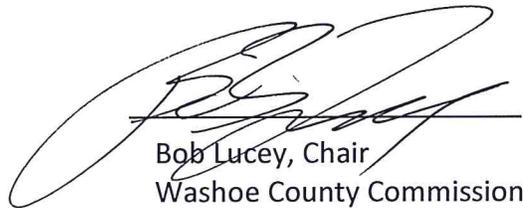
**WHEREAS**, the Nevada Discovery Museum’s vision is to be the community’s center that inspires curiosity, creativity and the joy of lifelong learning; and

**WHEREAS**, the Nevada Discovery Museum’s mission is to be a hands-on museum dedicated to inspiring lifelong learning in science, technology, engineering, art, math, and the world around us; now, therefore, be it

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

1. The Board hereby grants to the Nevada Discovery Museum, a grant for fiscal year 2017-2018 in the amount of \$1,000.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by supporting the Nevada Discovery Museum’s vision.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$1,000 and funds shall not be used to purchase of tickets to special events.

**ADOPTED** this 11th day of July, 2017.

  
Bob Lucey, Chair  
Washoe County Commission

**ATTEST:**

  
County Clerk

17-0570

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

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

**WHEREAS**, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Kitty Jung for District 3, has determined that \$9,000 is needed to provide support for The Generator to light up The Space Whale in downtown Reno for one year; and,

**WHEREAS**, The Generator's mission is to help engage everyone in the process of creativity through education, inspiration and access to the tools and resources to build with; and,

**WHEREAS**, the art project The Space Whale was originally installed at Burning man 2016 as a centerpiece at the festival and has been featured in media from around the world; downtown Reno will be the first stop in a global tour; and

**WHEREAS**, The Space Whale will act as both a brilliant beacon attracting tourist from around the world and as a focal point in encouraging our community to dream and build bigger; now, therefore, be it

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

1. The Board hereby grants to The Generator, a nonprofit organization created for religious, charitable or education purposes, a grant for fiscal year 2017-2018 in the amount of \$9,000.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants for the County by lighting up the Space Whale in downtown Reno for one year.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$9,000 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 11<sup>th</sup> day of July, 2017

ATTEST:

County Clerk

Bob Lucey, Chair  
Washoe County Commission

17-0571

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

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

**WHEREAS**, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Kitty Jung for District 3, has determined that \$3,500 is needed to provide support for the Truckee Meadows Parks Foundation; and,

**WHEREAS**, the Truckee Meadows Parks Foundation strives to enhance the quality of life for all citizens of the Truckee Meadows by ensuring the long-term sustainability and improvement of our parks; and,

**WHEREAS**, the Truckee Meadows Parks Foundation, in partnership with our park department partners, offers recreational and educational programs designed to increase awareness, appreciation, and stewardship of local parks and trails such as the Truckee Meadows Trails Challenge; and,

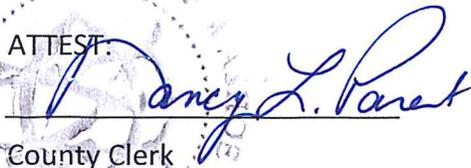
**WHEREAS**, the Trails Challenge fosters park stewardship and a better appreciation of life outdoors. This program also addresses the issue of obesity in Washoe County and the diseases associated with a sedentary lifestyle; now, therefore, be it

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

1. The Board hereby grants to Truckee Meadows Parks Foundation, a nonprofit organization created for religious, charitable or education purposes, a grant for fiscal year 2017-2018 in the amount of \$3,500.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by supporting Washoe County employees to participate in the Truckee Meadows Trails Challenge at no cost to them.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$3,500 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 11<sup>th</sup> day of July, 2017

ATTEST:

  
County Clerk

  
Bob Lucey, Chair  
Washoe County Commission

17-0571

RESOLUTION  
 TO AUGMENT THE 2017-2018 BUDGET OF THE  
 WASHOE COUNTY REGIONAL PERMITS OPERATING FUND

WHEREAS, total resources of the Regional Permits Operating Fund of Washoe County were originally budgeted to be \$319,990.00 on July 1, 2017; and

WHEREAS, the total available resources are now determined to be \$403,391.00

WHEREAS, said additional unanticipated resources are as follows:

Local Government Subscription Fees (Local Govt-Oper Cost) in excess of those budgeted	\$ 59,181.00
Opening Fund Balance Higher than Anticipated	\$ 24,220.00

WHEREAS, there is a need to apply these excess proceeds in the Regional Permits Capital Fund.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Washoe, State of Nevada:

Section 1. That Washoe County shall augment its 2017-18 budget by appropriating \$83,401 for use in the Regional Permits Operating Fund, thereby increasing its appropriations from \$284,665.34 to \$368,066.34, as follows:

*Increase Revenues*

C230030 - 433300 – Local Govt-Oper Cost	\$ 36,736.00
C230040 - 433300 – Local Govt-Oper Cost	\$ 11,753.00
C23TBD - 433300 – Local Govt-Oper Cost	\$ 10,692.00
Total Increase in Revenues	\$ 59,181.00

*Increase Expenditures*

C230010 -710212 – Software Subscription	\$ 24,220.00
C230030 -710212 – Software Subscription	\$ 36,736.00
C230040 -710212 – Software Subscription	\$ 11,753.00
C23TBD -710212 – Software Subscription	\$ 10,692.00
Total Increase in Expenditures	\$ 83,401.00

Section 2. This Resolution shall be effective on passage and approval.

17-0572

Section 3. The County Clerk is hereby directed to distribute copies of the Resolution to the Department of Taxation, Comptroller, and the Budget Office.

Adopted this 11<sup>th</sup> day of July, 2017.

  
\_\_\_\_\_  
Chair, Washoe County  
Board of County Commissioners

ATTEST:  
  
\_\_\_\_\_  
County Clerk



**INTERLOCAL COOPERATIVE AGREEMENT  
APPROVING RTC PROGRAM OF PROJECTS**

This Agreement is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of Commissioners of Washoe County, Nevada, hereinafter referred to as "County", the City Council of Reno, Nevada, hereinafter referred to as "Reno", the City Council of Sparks, Nevada, hereinafter referred to as "Sparks", and the Regional Transportation Commission of Washoe County, hereinafter referred to as "RTC".

**WITNESETH:**

**WHEREAS**, on June 15, 2017, the RTC approved the FY 2018 Program of Projects listed on Exhibit A attached to this Agreement. Each project on Exhibit A is referred to herein as a "Project" and all of such Projects are collectively referred to herein as the "Projects".

**WHEREAS**, the Projects will require pavement maintenance, rehabilitation, reconstruction, new construction or engineering and environmental analysis, and may require the acquisition of real property through consensual agreements with the owners or through eminent domain proceedings; and

**WHEREAS**, pursuant to the requirements of NRS 373.140, NRS 377A.080 and the Regional Road Impact Fee (RRIF) Program, the County, Reno, Sparks, and RTC desire by this Agreement to authorize the Projects and to set forth each entity's respective responsibilities with respect to the Projects.

**NOW, THEREFORE**, pursuant to the provisions of NRS 373.140, NRS 377A.080, NRS Chapter 277A, and the RRIF Ordinances/Manuals, and in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

**I. APPROVAL OF PROJECTS**

A. Reno, the County and Sparks hereby approve each and every Project and authorize the RTC to design, survey, engineer, acquire through purchase or eminent domain real property for, and construct, each of the Projects. Approval for any Project for any fiscal year shall be approval for all continued work by or on behalf of the RTC on that Project for any later fiscal year.

17-0573

The RTC may expend money from one or more than one of the Regional Street and Highway Fund (the "Fuel Tax Fund"), the Transportation Sales Tax Fund (the "Sales Tax Fund") or the Regional Road Impact Fee Fund (the "RRIF Fund") on each Project as listed on the column next to the Project on Exhibit A. The cost of each Project is estimated by the RTC as shown on Exhibit A. These costs are only estimates and the RTC may expend additional monies from any one or more of the Fuel Tax Fund, the Sales Tax Fund or the RRIF Fund on each Project as such additional expenditures are reviewed and approved by the RTC Staff and/or the RTC Board of Commissioners pursuant to the RTC's policies and procedures.

B. Reno, the County and Sparks hereby authorize the RTC to adopt an appropriate resolution of condemnation and initiate and prosecute to judgment such eminent domain proceedings as may be necessary for the acquisition of such property within their respective jurisdictions as the RTC deems necessary for the construction and/or maintenance of any Project and, if prudent, future expansions of each Project identified by the Regional Transportation Plan.

## **II. RTC DUTIES**

RTC agrees to perform the followings tasks and the County, Reno and Sparks hereby authorize the RTC to do so:

A. Provide all required services, including but not limited to design, environmental assessments and studies, surveying, construction engineering, construction management and quality assurance inspection, utilizing RTC staff and/or qualified consultants;

B. Obtain appraisal reports for any property being considered as necessary for the implementation of any Project and, if prudent, future expansions of the Project identified within the Regional Transportation Plan, conduct preliminary negotiations with the owners in an effort to arrive at a mutually agreeable purchase price and negotiate, execute and close contracts to purchase the property;

C. Offer not less than the appraisal value for the property and property rights deemed necessary for a Project and, where the prospect of reaching a mutually agreeable purchase price appears unlikely following reasonable negotiations, cause the RTC Board of Commissioners to adopt a "Resolution of Condemnation" finding that particular properties are necessary to the

success of a Project and authorize legal counsel to seek acquisition through eminent domain proceedings;

D. Coordinate all activities related to a Project including, but not limited to, advertising, receipt and review of construction bids, and execution of a contract with the contractor submitting the lowest responsive and responsible bid;

E. Maintain necessary files on each Project;

F. Pay all authorized Project costs from the Fuel Tax Fund, the RRIF Fund or the Sales Tax Fund. Payments for construction or engineering services will be paid to the contractor or consultant upon receipt of a claim or claims which have been certified as a true and correct account of the expenses incurred as a result of or in conjunction with the provisions of a contract entered into as a result of this Agreement. All submitted claims will have supporting documents attached which substantiate the basis of the claim. Such claim or claims shall be reviewed and approved in accordance with the policies and procedures of the RTC; and

G. Not permit the payment of non-reimbursable or non-payable items established by the policies and procedures of the RTC.

### **III. COUNTY'S, RENO'S AND SPARK'S DUTIES**

The County, Reno and Sparks shall do the following:

A. Cooperate with RTC and its consultants in all phases of each Project located within their respective jurisdictions;

B. Assist the RTC in communicating with the public regarding the Project(s) located within their respective jurisdictions;

C. Accept ownership of and maintain each Project located wholly or partially within their respective jurisdictions upon completion of construction;

D. Upon notification from the RTC, require utilities having franchise agreements that require relocation to relocate their facilities prior to award of the Project in accordance with the franchise agreement; for utilities that do not address the issue of relocation in the franchise

agreement, require relocation of the subject facilities prior to the award of the Project if state law provides authority to do so; and

E. Coordinate development and administration of the Project with the RTC.

This Agreement is effective from and after the date first above written.

APPROVED AS TO LEGALITY AND FORM

BY: Wale E. Ferguson  
RTC GENERAL COUNSEL

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

BY: Ron Smith  
RON SMITH, CHAIR

State of Nevada  
County of Washoe

This FY 2018 Interlocal Cooperative Agreement was acknowledged before me this 15<sup>th</sup> day of June, 2017, by Ron Smith, as Chair of the Regional Transportation Commission of Washoe County.

Denise Thompson  
Notary Public



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

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

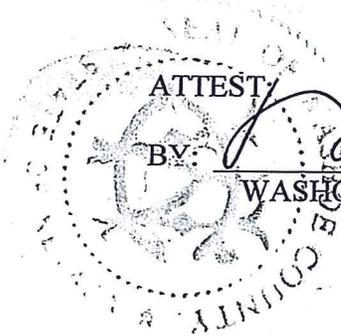


APPROVED AS TO FORM AND CONTENT:

ATTEST:

BY: Nancy L. Paret  
WASHOE COUNTY CLERK

BY: Paul Depue  
ATTORNEY



**CITY COUNCIL OF RENO, NEVADA**

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

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: \_\_\_\_\_  
RENO CITY CLERK

BY: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

**CITY COUNCIL OF SPARKS, NEVADA**

BY: \_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: \_\_\_\_\_  
SPARKS CITY CLERK

BY: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

**EXHIBIT A**

**RTC PROGRAM OF PROJECTS 2018**

**PROPOSED RTC FISCAL YEAR (FY) 2018 PROGRAM OF PROJECTS (POP) - Approved June 15, 2017**  
**PAVEMENT PRESERVATION AND CORRIDOR IMPROVEMENT PROJECTS**

- \* ACTIVITY CODES
- C = CONSTRUCTION (INCLUDES CONSTRUCTION SERVICES)
- D = DESIGN
- N = ENVIRONMENTAL (NEPA, INCLUDES PRELIMINARY DESIGN)
- P = PLANNING
- R = RIGHT OF WAY

CHANGES HIGHLIGHTED

PROJECT (YEAR OF CONSTRUCTION) & TERMINI	PROJECT OBJECTIVE	TOTAL PROJECT ESTIMATE	FUNDING SOURCE	PREVIOUSLY APPROVED		FY 18 POP FUNDS		TOTAL FUNDS PROGRAMMED (PROPOSED)
				AMOUNT	ACTIVITY *	AMOUNT	ACTIVITY *	
4TH & PRATER BUS RAPID TRANSIT PROJECT (2016) Evans Ave to Pyramid Hwy	CORRIDOR/TRANSIT CAPACITY IMPROVEMENT	\$57,807,102 (INCLUDES BUSES)	RTC FUEL TAX RTC SALES TAX CMAQ/STP/TIGER/SMALL STARTS	\$12,004,879 \$6,250,000				\$12,004,879 \$6,250,000
VIRGINIA STREET BUS RAPID TRANSIT EXTENSION (2017) Plumb to Liberty & Maple to 19TH	CORRIDOR/TRANSIT CAPACITY IMPROVEMENT	\$78,000,000	RTC FUEL TAX FTA CMAQ	\$51,354,879 \$5,598,000 \$5,042,142	D, R, C D, N	\$6,452,223	C	\$39,552,223 \$7,807,102 \$5,598,000 \$5,042,142 \$10,640,142
2016 PREVENTATIVE MAINTENANCE (2016) Various Regional Roads	PAVEMENT PRESERVATION	\$3,500,000	RTC FUEL TAX	\$5,585,997	D, C			\$5,585,997
ANNUAL PAVEMENT PRESERVATION (2017/2018) Keystone Avenue (Booth St. to Newlands Ave.) Clean Water Way (McCarran Blvd. to Treatment Plant) Other Regional Roads to be Determined	PAVEMENT PRESERVATION	\$2,744,893	RTC FUEL TAX	\$2,744,893	D, C	\$5,000,000	D, C	\$7,744,893
SUN VALLEY CORRIDOR MULTI-MODAL IMPROVEMENTS Scottsdale Road to Highland Ranch Parkway	CORRIDOR IMPROVEMENT	\$5,100,000	RRIF STBG			\$77,500 \$1,472,500		\$77,500 \$1,472,500
ODDIEWELLS CORRIDOR MULTI-MODAL IMPROVEMENTS Kuenzli St to Pyramid Hwy	CORRIDOR IMPROVEMENT	\$7,100,000	FUEL TAX STBG	\$0 \$0 \$0		\$77,500 \$1,472,500 \$1,550,000	D	\$77,500 \$1,472,500 \$1,550,000

PAVEMENT PRESERVATION/CORRIDOR IMPROVEMENT SUMMARY	PREVIOUSLY APPROVED	FY 18 POP FUNDS (PROPOSED)	PROPOSED TOTAL
RRIF/FUEL & SALES TAX:	\$32,183,769	\$5,155,000	
FEDERAL/OTHER NON RTC:	\$38,142,142	\$9,397,223	
TOTAL:	\$70,325,911	\$14,552,223	\$84,878,134

**PROPOSED RTC FISCAL YEAR (FY) 2018 PROGRAM OF PROJECTS (POP) - Approved June 15, 2017**  
**CAPACITY AND CONGESTION RELIEF**

**\* ACTIVITY CODES**

C = CONSTRUCTION (INCLUDES CONSTRUCTION SERVICES)

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CHANGES HIGHLIGHTED

PROJECT (YEAR OF CONSTRUCTION) & TERMINI	PROJECT OBJECTIVE	TOTAL PROJECT ESTIMATE	FUNDING SOURCE	PREVIOUSLY APPROVED		FY 18 POP FUNDS		TOTAL FUNDS PROGRAMMED (PROPOSED)
				AMOUNT	ACTIVITY *	AMOUNT	ACTIVITY *	
SOUTHEAST CONNECTOR PHASE 2 (2015) South Meadows Parkway to Clean Water Way	CAPACITY IMPROVEMENT	\$211,325,000	RTC BOND FUEL TAX UTILITY REIMBURSEMENT	\$140,000,000 \$70,256,657 \$1,198,343 \$211,455,000	C   D, R, N, C			\$140,000,000 \$70,256,657 \$1,198,343 \$211,455,000
PYRAMID FREEWAY/US-395 LINK (TBD) US-395 to Pyramid Hwy (Preliminary Design Only)	CAPACITY IMPROVEMENT	\$9,671,464	NDOT/FED	\$9,671,464	N			\$9,671,464
MCCARRAN/PYRAMID INTERSECTION (2016)	CAPACITY IMPROVEMENT	\$72,345,326	FUEL TAX NDOT/FED	\$3,318,411 \$69,026,915 \$72,345,326	D, R, C			\$3,318,411 \$69,026,915 \$72,345,326
BIKE & PEDESTRIAN IMPROVEMENTS 3, 4 & 5 Evans - 4th to North McCarran Blvd. Mill Street - Terminal Way to McCarran Blvd.	SAFETY	\$1,350,000	RRIF CMAQ	\$67,500 \$1,282,500 \$1,350,000	D, C			\$67,500 \$1,282,500 \$1,350,000
BICYCLE AND PEDESTRIAN IMPROVEMENTS (2018) Keystone Avenue and California Avenue up to Newlands Avenue Other Locations to be Determined	SAFETY	\$2,294,250	FUEL TAX	\$0		\$2,294,250	D, C	\$2,294,250
SUN VALLEY BOULLEVARD (EJ Rancho Blvd to Highland Ranch Pky) & LEMMON DRIVE (West Side, Dell St to Surge Dr) SIDEWALKS	SAFETY	\$2,346,089	RRIF CMAQ NDOT TAP	\$117,304 \$1,900,000 \$328,785 \$2,346,089		\$250,000	C	\$367,304 \$1,900,000 \$328,785 \$2,596,089

**PROPOSED RTC FISCAL YEAR (FY) 2018 PROGRAM OF PROJECTS (POP) - Approved June 15, 2017**  
**CAPACITY AND CONGESTION RELIEF**

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CHANGES HIGHLIGHTED

PROJECT (YEAR OF CONSTRUCTION) & TERMINI	PROJECT OBJECTIVE	TOTAL PROJECT ESTIMATE	FUNDING SOURCE	PREVIOUSLY APPROVED		FY 18 POP FUNDS (PROPOSED)		TOTAL FUNDS PROGRAMMED (PROPOSED)
				AMOUNT	ACTIVITY *	AMOUNT	ACTIVITY *	
RENO SPARK INDIAN COLONY RIVERSIDE PATHWAY (2018) Truckee River - E. 2nd St to Giroux St	SAFETY	\$1,212,754	SALES TAX NDOT TAP	\$10,638 \$202,116 \$212,754				\$10,638 \$202,116 \$212,754
NORTH VALLEYS IMPROVEMENTS US-395 and Lemmon Drive Interchange Red Rock and Moya Intersection	CAPACITY IMPROVEMENT	\$5,692,000	FUEL TAX RRIF	\$1,750,000 \$3,942,000 \$5,692,000	N D, C, R D, C	-\$850,000 -\$1,000,000 -\$1,850,000	C	\$900,000 \$2,942,000 \$3,842,000
TRAFFIC ENGINEERING SPOT 6 INTERSECTION IMPROVEMENTS South Meadows Pkwy and Double Diamond Pkwy Various Other Signal Improvements	CAPACITY IMPROVEMENT	\$1,260,000	RRIF	\$1,260,000	D, C			\$1,260,000
TRAFFIC ENGINEERING SPOT 7 INTERSECTION IMPROVEMENTS 4th and Washington Intersection Pyramid Hwy and Calle De La Pieta Intersection (design) Prater Way and Lillard Drive Intersection Various Other Signal Improvements	CAPACITY IMPROVEMENT	\$2,750,000	RRIF	\$0	D, C	\$2,750,000	D, C	\$2,750,000
TRAFFIC MANAGEMENT 1 (2016) DESIGN & PILOT PROJECT	INTELLIGENT TRAFFIC SYSTEMS (ITS)	\$993,000	FUEL TAX CMAQ	\$55,335 \$1,051,365 \$1,106,700	D, C D, C			\$55,335 \$1,051,365 \$1,106,700
TRAFFIC MANAGEMENT 2A (2017) Fiber Optic Connectivity and ITS Equipment Installation	INTELLIGENT TRAFFIC SYSTEMS (ITS)	\$1,000,000	FUEL TAX	\$1,000,000	D, C			\$1,000,000
TRAFFIC MANAGEMENT 2B (2018) Fiber Optic Connectivity and ITS Equipment Installation (with potential right of way)	INTELLIGENT TRAFFIC SYSTEMS (ITS)	\$1,000,000	FUEL TAX	\$1,000,000	D, C, R			\$1,000,000

CAPACITY/CONGESTION RELIEF SUMMARY	PREVIOUSLY APPROVED	FY 18 POP FUNDS (PROPOSED)	PROPOSED TOTAL
RRIF/FUEL & SALES TAX:	\$82,777,845	\$3,444,250	
RTC BONDS:	\$140,000,000	\$0	
FEDERAL/OTHER NON RTC:	\$84,661,488	\$0	
TOTAL:	\$307,439,333	\$3,444,250	\$310,883,583

**FIFTH AMENDMENT  
TO  
COOPERATIVE AGREEMENT FOR CONTRACTUAL  
PROFESSIONAL AND ADMINISTRATIVE STAFF SERVICES**

The following Sections of the COOPERATIVE AGREEMENT (the "Agreement"), dated November 7, 2008, entered into between Washoe County (the "County"), a political subdivision of the State of Nevada, and the Western Regional Water Commission (the "WRWC"), a Joint Powers Authority created pursuant Chapter 531, Statutes of Nevada 2007, the "Western Regional Water Commission Act" and cooperative agreement under Chapter 277, Nevada Revised Statutes, are hereby amended to provide as follows:

**2. TERM.**

The term of this Agreement, unless otherwise terminated or extended as provided herein, shall be from the "Effective Date" of this Agreement, as further defined in Section 7, until June 30, 2019.

**4. REIMBURSEMENT.**

For each year of this Agreement, or for future years of the Agreement should the Parties mutually agree to continue this arrangement, the WRWC will allocate sufficient resources in its annual budget to fully and promptly reimburse the County for the wages, benefits, and allocated overhead of the Assigned Employees attributable to providing the Services defined in Section 3.5, above. For budgeting purposes, compensation for the Services provided shall be set at a level sufficient and equivalent to cover fully the County's actual direct and indirect costs for the Services provided, including wages, hours, compensatory time, sick leave, special sick leave, annual leave, insurance premiums, worker's compensation coverage and claims, and all other benefits the County now provides, or may provide in the future. Reimbursable allocated overhead shall include, but not be limited to, the categories and items listed in Exhibit F, subject to approval of the WRWC Water Resources Program Manager, to carry out the specific intention of the Parties to fully reimburse the County for all of its direct and indirect costs related to

17-0574

providing the Services. The County shall be responsible for the payment of any insurance and Worker's compensation claims that were made by the Assigned Employees prior to the Effective Date of this Agreement. Reimbursement will be in the form of a Journal Entry transferring funds from the Regional Water Management Fund to an applicable fund designated by the County, and shall exclude documented wages, benefits, and allocated overhead attributable to tasks and duties performed by the Assigned Employees for the benefit of the County pursuant to Section 3.7, above. Such fund transfer shall occur at the end of each County two-week pay period except for reimbursement of allocated overhead which shall occur at least annually.

The Agreement as amended to include the revisions set forth above is incorporated herein by reference, and all other terms and conditions of the Agreement shall remain in full force and effect.

This Fifth Amendment is effective July 1, 2017, regardless of the dates of execution by the Parties ("Effective Date").

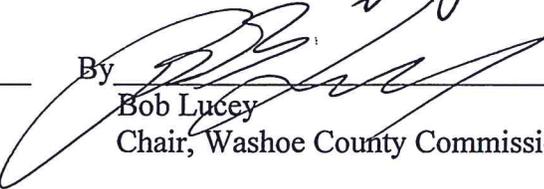
WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

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

Dated this 11<sup>th</sup> day of July, 2017

By \_\_\_\_\_  
Vaughn Hartung  
Chairman

By   
Bob Lucey  
Chair, Washoe County Commission

APPROVED AS TO FORM:  
Rhodes Law Offices, Ltd.

APPROVED AS TO FORM:  
Washoe County District Attorney

By \_\_\_\_\_  
John B. Rhodes, WRWC Legal Counsel

By   
Paul A. Lipparelli  
Assistant District Attorney

**EXHIBIT F  
OVERHEAD CATEGORIES**

**1. Washoe County Community Services Department (“CSD”)**

Categories identified as benefiting the Western Regional Water Commission (“WRWC”) may include the following; however, additional categories may also be applicable. The basis of allocation and final categories will be evaluated and finalized by the WRWC Water Resources Program Manager and County Management.

- a. Finance and Administrative Staff who provide service to the WRWC, including all employee-related costs outlined in Section 4 of the Fifth Amendment to the Agreement.
  
- b. Services and Supplies
  - Building Janitorial
  - Building Alarm
  - Repairs and Maintenance
  - Copy Machine Expense
  - Office Supplies
  - Telephone / Land Lines
  - Office Space
  - Electric and Gas
  - Water and Sewer
  - Software (not provided by Information Technology Dept.)
  - Depreciation (as applicable)

**2. Washoe County General Fund – Utilities Indirect Cost Allocation Plan**

- a. County Manager
- b. Community Relations
- c. Management Services
- d. Internal Audit
- e. Comptroller / Accounting
- f. Budget Division
- g. Purchasing Administration
- h. Telecommunications
- i. Information Technology Supplies and Services
- j. Enterprise Infrastructure
- k. WINnet
- l. Human Resources
- m. County Treasurer
- n. Public Works Administration
- o. General Services Administration
- p. Facility Management
- q. Prefunded Retiree Health Fund

**FOURTH AMENDMENT  
TO  
COOPERATIVE AGREEMENT FOR CONTRACTUAL  
PROFESSIONAL AND ADMINISTRATIVE STAFF SERVICES**

The following Section of the COOPERATIVE AGREEMENT (the "Agreement"), dated November 7, 2008, entered into between Washoe County (the "County"), a political subdivision of the State of Nevada, and the Western Regional Water Commission (the "WRWC"), a Joint Powers Authority created pursuant Chapter 531, Statutes of Nevada 2007, the "Western Regional Water Commission Act" and cooperative agreement under Chapter 277, Nevada Revised Statutes, is hereby amended to provide as follows:

**2. TERM.**

The term of this Agreement, unless otherwise terminated or extended as provided herein, shall be from the "Effective Date" of this Agreement, as further defined in Section 7, until June 30, 2017.

The Agreement as amended to include the revisions set forth above is incorporated herein by reference, and all other terms and conditions of the Agreement shall remain in full force and effect.

This Fourth Amendment is effective July 1, 2016, regardless of the dates of execution by the Parties ("Effective Date").

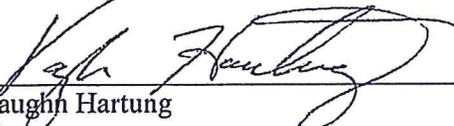
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

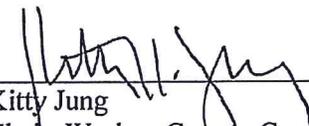
WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

Dated this 28<sup>th</sup> day of June, 2016

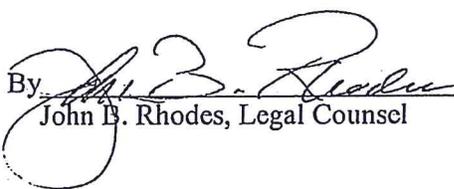
Dated this 28<sup>th</sup> day of June, 2016

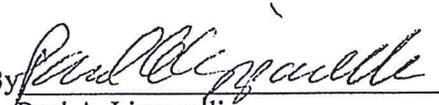
By   
Vaughn Hartung  
Chairman

By   
Kitty Jung  
Chair, Washoe County Commission

APPROVED AS TO FORM:  
Rhodes Law Offices, Ltd.

APPROVED AS TO FORM:  
Washoe County District Attorney

By   
John B. Rhodes, Legal Counsel

By   
Paul A. Lipparelli  
Assistant District Attorney

BJH  
(2)

**EXHIBIT E**  
**OVERHEAD CATEGORIES**

**1. Washoe County Community Services Department ("CSD")**

Categories identified as benefiting the Western Regional Water Commission ("WRWC") may include the following; however, additional categories may also be applicable. The basis of allocation and final categories will be evaluated and finalized by the WRWC Water Resources Program Manager and County Management.

- a. Finance and Administrative Staff who provide service to the WRWC, including all employee-related costs outlined in Section 4 of the Third Amendment to the Agreement.
  
- b. Services and Supplies
  - Building Janitorial
  - Building Alarm
  - Repairs and Maintenance
  - Copy Machine Expense
  - Office Supplies
  - Telephone / Land Lines
  - Office Space
  - Electric and Gas
  - Water and Sewer
  - Software (not provided by Information Technology Dept.)
  - Depreciation (as applicable).

**2. Washoe County General Fund – Water Resources Indirect Cost Allocation Plan**

- a. County Manager
- b. Community Relations
- c. Management Services
- d. Internal Audit
- e. Comptroller / Accounting
- f. Budget Division
- g. Purchasing Administration
- h. Telecommunications
- i. Information Technology Supplies and Services
- j. Enterprise Infrastructure
- k. WINnet
- l. Human Resources
- m. County Treasurer
- n. Public Works Administration
- o. General Services Administration
- p. Facility Management
- q. Prefunded Retiree Health Fund

**THIRD AMENDMENT  
TO  
COOPERATIVE AGREEMENT FOR CONTRACTUAL  
PROFESSIONAL AND ADMINISTRATIVE STAFF SERVICES**

The following Sections of the COOPERATIVE AGREEMENT (the "Agreement"), dated November 7, 2008, entered into between Washoe County (the "County"), a political subdivision of the State of Nevada, and the Western Regional Water Commission (the "WRWC"), a Joint Powers Authority created pursuant Chapter 531, Statutes of Nevada 2007, the "Western Regional Water Commission Act" and cooperative agreement under Chapter 277, Nevada Revised Statutes, are hereby amended to provide as follows:

**2. TERM.**

The term of this Agreement, unless otherwise terminated or extended as provided herein, shall be from the "Effective Date" of this Agreement, as further defined in Section 7, until June 30, 2016.

**4. REIMBURSEMENT.**

For each year of this Agreement, or for future years of the Agreement should the Parties mutually agree to continue this arrangement, the WRWC will allocate sufficient resources in its annual budget to fully and promptly reimburse the County for the wages, benefits, and allocated overhead of the Assigned Employees attributable to providing the Services defined in Section 3.5, above. For budgeting purposes, compensation for the Services provided shall be set at a level sufficient and equivalent to cover fully the County's actual direct and indirect costs for the Services provided, including wages, hours, compensatory time, sick leave, special sick leave, annual leave, insurance premiums, worker's compensation coverage and claims, and all other benefits the County now provides, or may provide in the future. Reimbursable allocated overhead shall include, but not be limited to, the categories and items listed in Exhibit E, subject to approval of the WRWC Water Resources Program Manager, to carry out the specific intention of the Parties to fully reimburse the County for all of its direct and indirect costs related to

providing the Services. The County shall be responsible for the payment of any insurance and Worker's compensation claims that were made by the Assigned Employees prior to the Effective Date of this Agreement. Reimbursement will be in the form of a Journal Entry transferring funds from the Regional Water Management Fund to an applicable fund designated by the County, and shall exclude documented wages, benefits, and allocated overhead attributable to tasks and duties performed by the Assigned Employees for the benefit of the County pursuant to Section 3.7, above. Such fund transfer shall occur at the end of each County two-week pay period except for reimbursement of allocated overhead which shall occur at least semi-annually.

The Agreement as amended to include the revisions set forth above is incorporated herein by reference, and all other terms and conditions of the Agreement shall remain in full force and effect.

This Third Amendment is effective July 1, 2015, regardless of the dates of execution by the Parties ("Effective Date").

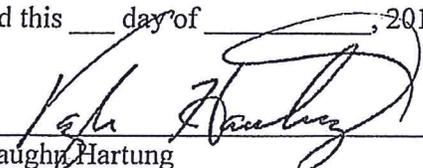
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

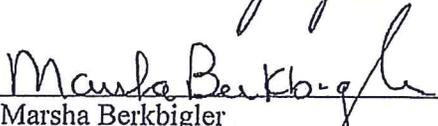
WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

Dated this \_\_\_ day of \_\_\_, 2015

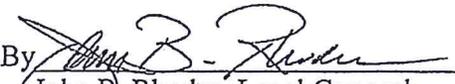
Dated this 14<sup>th</sup> day of July, 2015

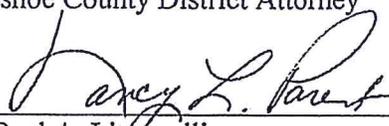
By   
Vaughn Hartung  
Chairman

By   
Marsha Berkbigler  
Chair, Washoe County Commission

APPROVED AS TO FORM:  
Rhodes Law Offices, Ltd.

APPROVED AS TO FORM:  
Washoe County District Attorney

By   
John B. Rhodes, Legal Counsel

By   
Paul A. Lipparelli  
Assistant District Attorney

**EXHIBIT E**  
**OVERHEAD CATEGORIES**

**1. Washoe County Community Services Department ("CSD")**

Categories identified as benefiting the Western Regional Water Commission ("WRWC") may include the following; however, additional categories may also be applicable. The basis of allocation and final categories will be evaluated and finalized by the WRWC Water Resources Program Manager and County Management.

- a. Finance and Administrative Staff who provide service to the WRWC, including all employee-related costs outlined in Section 4 of the Third Amendment to the Agreement.
  
- b. Services and Supplies
  - Building Janitorial
  - Building Alarm
  - Repairs and Maintenance
  - Copy Machine Expense
  - Office Supplies
  - Telephone / Land Lines
  - Office Space
  - Electric and Gas
  - Water and Sewer
  - Software (not provided by Information Technology Dept.)
  - Depreciation (as applicable)

**2. Washoe County General Fund -- Water Resources Indirect Cost Allocation Plan**

- a. County Manager
- b. Community Relations
- c. Management Services
- d. Internal Audit
- e. Comptroller / Accounting
- f. Budget Division
- g. Purchasing Administration
- h. Telecommunications
- i. Information Technology Supplies and Services
- j. Enterprise Infrastructure
- k. WINnet
- l. Human Resources
- m. County Treasurer
- n. Public Works Administration
- o. General Services Administration
- p. Facility Management
- q. Prefunded Retiree Health Fund

**SECOND AMENDMENT  
TO  
COOPERATIVE AGREEMENT FOR CONTRACTUAL  
PROFESSIONAL AND ADMINISTRATIVE STAFF SERVICES**

The following Sections of the COOPERATIVE AGREEMENT (the "Agreement"), dated November 7, 2008, entered into between Washoe County (the "County"), a political subdivision of the State of Nevada, and the Western Regional Water Commission (the "WRWC"), a Joint Powers Authority created pursuant Chapter 531, Statutes of Nevada 2007, the "Western Regional Water Commission Act" and cooperative agreement under Chapter 277, Nevada Revised Statutes, are hereby amended to provide as follows:

**2. TERM.**

The term of this Agreement, unless otherwise terminated or extended as provided herein, shall be from the "Effective Date" of this Agreement, as further defined in Section 7, until June 30, 2015.

**3.7 Services to WRWC and NNWPC.** The County shall require the Assigned Employees to devote their productive time, ability and attention exclusively to the business of the WRWC and NNWPC during the term of this Agreement except, at the request of the Washoe County Director of Water Resources, and subject to availability as determined by and in the sole discretion of the WRWC Water Resources Program Manager designated in Exhibit B, the Assigned Employees may devote a portion of their productive time, ability and attention to tasks and duties for the benefit of the County, provided also that the performance of such tasks and duties does not conflict or interfere with the Services to be provided under Section 3.5, above. To the extent that the Assigned Employees perform such tasks and duties for the County, their corresponding wages, benefits, and allocated overhead (as defined in Section 4, below) shall be the sole responsibility of the County, shall be documented by written record, and shall not be subject to reimbursement as provided under Section 4, below. The provisions of this Section 3.7 shall be retroactive for the 2011 calendar year. The Assigned Employees shall not during the

normal working day, except as provided immediately above, directly or indirectly render any services of a business, commercial or professional nature to any person, firm or entity other than WRWC and the NNWPC.

#### **4. REIMBURSEMENT.**

For each year of this Agreement, or for future years of the Agreement should the Parties mutually agree to continue this arrangement, the WRWC will allocate sufficient resources in its annual budget to fully and promptly reimburse the County for the wages, benefits, and allocated overhead of the Assigned Employees attributable to providing the Services defined in Section 3.5, above. For budgeting purposes, compensation for the Services provided shall be set at a level sufficient and equivalent to cover fully the County's actual direct and indirect costs for the Services provided, including wages, hours, compensatory time, sick leave, special sick leave, annual leave, insurance premiums, worker's compensation coverage and claims, and all other benefits the County now provides, or may provide in the future. Reimbursable allocated overhead shall include, but not be limited to, the categories and items listed in Exhibit D, as the same subject to approval of the WRWC Water Resources Program Manager, to carry out the specific intention of the Parties to fully reimburse the County for all of its direct and indirect costs related to providing the Services. The County shall be responsible for the payment of any insurance and Worker's compensation claims that were made by the Assigned Employees prior to the Effective Date of this Agreement. Reimbursement will be in the form of a Journal Entry transferring funds from the Regional Water Management Fund to the County's Water Enterprise fund, and shall exclude documented wages, benefits, and allocated overhead attributable to tasks and duties performed by the Assigned Employees for the benefit of the County pursuant to Section 3.7, above. Such fund transfer shall occur at the end of each County two-week pay period except for reimbursement of allocated overhead which shall occur at least semi-annually.

Section 6 of the Agreement is hereby deleted in its entirety, and the following is inserted in its place and stead:

**6. REFERENCES TO DEPARTMENT OF WATER RESOURCES.**

Any references to the County's Department of Water Resources, or the Director of that department, in the Agreement, the First Amendment to the Agreement, or this Second Amendment to the Agreement, shall be deemed to refer to the County's Community Services Department, or the Director of that department.

The Agreement as amended to include the revisions set forth above is incorporated herein by reference, and all other terms and conditions of the Agreement shall remain in full force and effect.

This Second Amendment is effective July 1, 2013, except as provided in Section 3.7, above, regardless of the dates of execution by the Parties ("Effective Date").

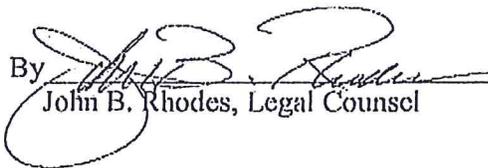
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

WESTERN REGIONAL WATER COMMISSION

Dated this 11<sup>th</sup> day of December, 2013

By   
Mike Carrigan, Chairman

APPROVED AS TO FORM:  
Rhodes Law Offices, Ltd.

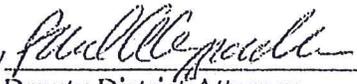
By   
John B. Rhodes, Legal Counsel

WASHOE COUNTY

Dated this 2<sup>nd</sup> day of January, 2013

By   
David Humke  
Chairman, Board of Commissioners

APPROVED AS TO FORM:  
Washoe County District Attorney

By   
Deputy District Attorney

**FIRST AMENDMENT  
TO  
COOPERATIVE AGREEMENT FOR CONTRACTUAL  
PROFESSIONAL AND ADMINISTRATIVE STAFF SERVICES**

The following Sections of the COOPERATIVE AGREEMENT (the "Agreement"), dated November 7, 2008, entered into between Washoe County, a political subdivision of the State of Nevada (the "County"), and the Western Regional Water Commission, a Joint Powers Authority created pursuant Chapter 531, Statutes of Nevada 2007, the "Western Regional Water Commission Act" and cooperative agreement under Chapter 277 (the "WRWC"), or individually, "Party, or collectively, as the context requires, "Parties", are hereby amended to provide as follows:

**2. TERM.**

The term of this Agreement, unless otherwise terminated or extended as provided herein, shall be from the "Effective Date" of this Agreement, as further defined in Section 7, until June 30, 2014.

**3.7 Services to WRWC and NNWPC.** County shall require the Assigned

Employees to devote their productive time, ability and attention exclusively to the business of the WRWC and NNWPC during the term of this Agreement except, at the request of the Washoe County Director of Water Resources, and subject to availability as determined by and in the sole discretion of the WRWC Water Resources Manager designated in Exhibit B, the Assigned Employees may devote a portion of their productive time, ability and attention to tasks and duties for the benefit of the County, provided also that the performance of such tasks and duties do not conflict or interfere with the Services to be provided under Section 3.5, above. To the extent that the Assigned Employees perform such tasks and duties for the County, their corresponding wages and benefits shall be the sole responsibility of the County, shall be documented by written record, and shall not be subject to reimbursement as provided under Section 4., below. The provisions of this Section 3.7 shall be retroactive for the 2011 calendar year. The Assigned

Employees shall not during the normal working day, except as provided immediately above, directly or indirectly render any services of a business, commercial or professional nature to any person, firm or entity other than WRWC and the NNWPC.

#### 4. REIMBURSEMENT.

For each year of this Agreement, or for future years of the Agreement should the Parties mutually agree to continue this arrangement, the WRWC will allocate sufficient resources in its annual budget to fully and promptly reimburse the County for the wages and benefits of the Assigned Employees attributable to providing the Services defined in Section 3.5, above. For budgeting purposes, compensation for the Services provided shall be set at a level sufficient and equivalent to cover fully the County's actual costs for the Services provided, including wages, hours, compensatory time, sick leave, special sick leave, annual leave, insurance premiums, worker's compensation coverage and claims, and all other benefits the County now provides, or may provide in the future. The County shall be responsible for the payment of any insurance and Worker's compensation claims that were made by the Assigned Employees prior to the Effective Date of this Agreement. Reimbursement will be in the form of a Journal Entry transferring funds from the Regional Water Management Fund to the County's Water Enterprise fund, and shall exclude documented wages and benefits attributable to tasks and duties performed by the Assigned Employees for the benefit of the County pursuant to Section 3.7, above. Such fund transfer shall occur at the end of each County two-week pay period.

The Agreement as amended to include the revisions set forth above is incorporated herein by reference, and all other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment is effective July 1, 2011, except as provided in Section 3.7, above, regardless of the dates of execution by the Parties ("Effective Date").

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

WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

Dated this 19<sup>th</sup> day of March, 2011

Dated this 14<sup>th</sup> day of June, 2011

By [Signature]  
Mike Carrigan, Chairman

By [Signature]  
Chairman, Board of Commissioners

APPROVED AS TO FORM:  
Rhodes Law Offices, Ltd.

APPROVED AS TO FORM:  
Washoe County District Attorney

By [Signature]  
John B Rhodes, Legal Counsel

By [Signature]  
Deputy District Attorney

**COOPERATIVE AGREEMENT FOR CONTRACTUAL  
PROFESSIONAL AND ADMINISTRATIVE STAFF SERVICES**

This Cooperative Agreement is made and entered into this 16 day of November, 2008, by and between Washoe County, a political subdivision of the State of Nevada ("County"), and the Western Regional Water Commission, a Joint Powers Authority created pursuant Chapter 531, Statutes of Nevada 2007, the "Western Regional Water Commission Act" and cooperative agreement under Chapter 277 ("WRWC"), or individually, "Party, or collectively, as the context requires, "Parties".

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 desires to provide to the WRWC on a contractual and reimbursable basis the services of certain County employees from the County's Department of Water Resources, who have historically been fully dedicated to supporting and performing the duties, functions and responsibilities necessary and proper for the planning and implementation of regional water matters; and

WHEREAS, the WRWC desires to utilize the resources and services of these certain County employees as contract service providers to perform duties, functions and responsibilities necessary and proper for the planning and implementation of regional water matters; and

WHEREAS, the County and the WRWC wish to formalize this Agreement to provide for the assignment of certain County employees (hereinafter "Assigned Employees") to the WRWC, on a contractual and reimbursable basis, to provide appropriate administrative and professional services for the planning and implementation of regional water matters for the WRWC and the Northern Nevada Water Planning Commission ("NNWPC");

NOW THEREFORE, based upon the foregoing recitals, 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 the WRWC and the NNWPC with appropriate administrative and professional staff services for the planning and implementation of regional water matters as requested by the WRWC and the NNWPC and according to the WRWC's Work Plan, and adopted annual budget, subject to reimbursement as provided herein.

2. TERM.

The term of this Agreement, unless otherwise terminated or extended as provided herein, shall be from the "Effective Date" of this Agreement, as further defined in Section 7, until June 30, 2011.

3. ASSIGNED EMPLOYEES AND SCOPE OF SERVICES.

3.1 Assigned Employees. As of the Effective Date of this Agreement, the County shall assign the employee(s) identified in Exhibit A (Support Staff) to perform administrative support services for the NNWPC, and the employees identified in Exhibit B (Professional Staff) to perform professional services for the WRWC and NNWPC. Services to be performed by the Assigned Employees are further defined in Section 3.5.

3.2 Employee Status. Assigned Employees retain all rights and status of Washoe County employees and are subject to all County employment, ethics, and operational policies and procedures.

3.3 Support Staff. In the event the County must select and assign other County personnel to perform the Support Staff services under this Agreement, the County shall consult with WRWC and NNWPC regarding recruitment process and selection criteria and the County shall select and assign new or existing County personnel to perform such services.

3.4 Professional Staff. With the prior written consent of the Professional Staff, the County may provide written drafts of its employee performance evaluation of the Professional Staff to the WRWC for comment at the WRWC's April meeting of each year. The WRWC shall provide oral or written comments to Washoe County's Water Resources Department Director on the draft evaluations and shall indicate as part of these comments whether the WRWC desires to retain such Professional Staff in their capacity under this Agreement for the next fiscal year. County agrees to give consideration to the performance evaluation comments by the WRWC in County's employment evaluation of the Professional Staff. In the event WRWC wishes to replace these employees, or in the event such employees leave County employment or are otherwise terminated by the County, County and WRWC shall confer to determine a replacement/recruitment schedule and process. County shall use its best efforts to replace such employees, subject to the consent of the WRWC, which consent shall not be unreasonably withheld.

3.5 Scope of Services. The services provided hereunder by the Assigned Employees shall include the performance of administrative support and professional services necessary to facilitate the WRWC's achieving its program goals as outlined in the draft Work Plan reviewed by the WRWC on May 16, 2008, attached hereto as Exhibit C and incorporated herein by reference, and the WRWC Budget adopted annually, as they are both from time to time revised or amended. Additional professional services shall include the preparation, publication and administration of requests for qualifications, proposals, or bids; the preparation and administration of contracts in

accordance with applicable provisions of state law for the purchase of supplies, materials, equipment, contractual and consulting or professional services required by the NNWPC and WRWC; and the preparation of recommendations and staff reports for the WRWC and the NNWPC (collectively, "Services"). No member of the WRWC Board of Trustees may request the Assigned Employees to perform any services outside the scope of the Work Plan, unless such request is approved by a vote of the WRWC Board.

3.6 Direction and Supervision. The County shall require the Washoe County Director of Water Resources to supervise the Assigned Employees in their performance of the Services contemplated hereunder. The Director shall take all steps necessary to ensure the full and competent performance of the Assigned Employees' duties and responsibilities, and shall emphasize the effective operation of the WRWC and the NNWPC. The Parties agree that during the performance of this Agreement, the Assigned Employees shall remain located at and operate from their current employment location in the Department of Water Resources. The Director shall monitor, review and authorize, if appropriate, all sick leave, vacation leave, continuing education and other such similar requests made by the Assigned Employees. County and WRWC agree that at the request of any Professional Staff, the Director and the Chair of the WRWC shall meet and confer to resolve any conflicts pertaining to the direction of such staff.

3.7 Services to WRWC and NNWPC only. County shall require Assigned Employees to devote their productive time, ability and attention during the normal working day exclusively to the business of the WRWC and NNWPC during the term of this Agreement. Assigned Employees shall not, during the normal working day, directly or indirectly render any services of a business, commercial or professional nature to any person, firm or entity other than WRWC and the NNWPC.

3.8 County Policies. County shall require Assigned Employees to abide by the policies, rules, regulations and current practices and usages applicable to County employees as established and amended by County from time to time. County shall require Assigned Employees to perform the duties and responsibilities faithfully and loyally consistent with those County Policies.

#### 4. REIMBURSEMENT.

For each year of this Agreement, or for future years of the Agreement should the Parties mutually agree to continue this arrangement, the WRWC will allocate sufficient resources in its annual budget to fully and promptly reimburse the County for the wages and benefits of the Assigned Employees. For budgeting purposes, compensation for the Services provided shall be set at a level sufficient and equivalent to cover fully the County's actual costs for the services provided, including wages, hours, compensatory time, sick leave, special sick leave, annual leave, insurance premiums, worker's compensation coverage, and all other benefits the County now provides, or may provide in the future. County shall be responsible for the payment of any insurance and Worker's compensation claims that were made by the Assigned Employees prior to the Effective Date of this Agreement. Reimbursement will be in the form of a Journal Entry

transferring funds from the Regional Water Management Fund to the Water Enterprise fund and such fund transfer shall occur at the end of each County two-week pay period.

## 5. TERMINATION.

5.1 Termination by Convenience. Either Party, in its sole discretion, may terminate this Agreement for the next fiscal year by providing sixty (60) days prior written notice to the other Party. Any notice of termination issued during any fiscal year for which the County has agreed to perform services outlined in the Work Plan or Annual Budget shall only be effective to the end of the fiscal year, that is, June 30<sup>th</sup> of such fiscal year.

5.2 Termination by Breach and Right to Cure. Either Party may terminate this Agreement if the other Party fails to perform its obligations under this Agreement. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the other Party's intent to terminate. If the Party has not entirely cured the breach within thirty (30) days of receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

5.3 Dissolution of WRWC. This Agreement shall terminate upon the dissolution of the WRWC; provided, however, the County shall be compensated from existing WRWC funds for any work it has performed prior to termination upon WRWC's dissolution.

## 6. COUNTY ADMINISTRATIVE AND SYSTEM SERVICES.

County agrees to continue to provide at its sole cost and expense all employee and human resource services for the Assigned Employees, including administration of the systems and packages currently received by Assigned Employees for payroll, worker's compensation, dental, vision and health insurance and other employee wage and benefit programs currently received by Assigned Employees. The County agrees to provide administration of worker's compensation claims, insurance claims and safety and risk management services for the Assigned Employees who are contract service providers for this Agreement. Except as provided in any subsequent interlocal agreement between the Parties, other services than those herein described may be requested by the WRWC, and may be provided by County, at the County's sole discretion.

## 7. EFFECTIVE DATE.

Upon the ratification by the governing boards of the Parties, the provisions of this Agreement shall be retroactive to July 1, 2008.

## MISCELLANEOUS

### 8. ARBITRATION.

8.1 Disputes or claims arising out this Agreement, which cannot be resolved by negotiation, shall be settled by arbitration in accordance with NRS Chapter 38 (Uniform Arbitration Act of 2000). Either Party may demand arbitration in writing. Within ten days from such demand, the Parties shall meet and confer regarding the selection of an arbitrator.

8.2 The Parties shall agree to the arbitrator within ten (10) days of the first meeting contemplated in 8.1 above. If the Parties cannot agree, the Parties shall each select a representative that is a practicing attorney who has been licensed in the State of Nevada for a minimum of fifteen (15) years. Those two individuals will then select the arbitrator who must be a practicing attorney licensed in Nevada for a minimum of fifteen (15) years.

8.3 The Parties shall set a date for arbitration within ten (10) days of selection of an arbitrator, and shall follow the procedures and rules set out in NRS Chapter 38 unless another set of rules and procedures are agreed upon.

8.4 Each Party shall pay one half of the bills and invoices for time and expenses submitted by the arbitrator and shall also bear its own costs of arbitration, including attorney's fees. Neither Party shall be deemed the prevailing Party for purposes of otherwise allocating costs and fees.

### 9. HOLD HARMLESS - LIABILITY.

The WRWC agrees, to the extent allowed by law pursuant to Chapter 41, Nevada Revised Statute, to indemnify and hold harmless County from and against all claims, causes of action or liability, including attorneys' fees for injury or death of any person or damage to property arising from, or connected to, the WRWC's negligence or wrongful misconduct, or the negligence or wrongful misconduct of its trustees, employees or agents, in connection with its performance of this Agreement. County agrees, to the extent allowed by law pursuant to Chapter 41, Nevada Revised Statute, to indemnify and hold harmless WRWC from and against all claims, causes of action or liability, including attorneys' fees, for injury or death of any person or damage to property arising from, or connected to, the County's negligence or wrongful misconduct, or the negligence or wrongful misconduct of its officers, employees or agents, in connection with the performance of this Agreement.

### 10. 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.

11. MODIFICATION.

This Agreement is the entire 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.

12. ASSIGNMENT.

Delegation and 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. Neither Party may assign any rights hereunder or delegate any duties hereunder without the prior written consent of the other Party, which consent may be withheld in its sole discretion.

13. 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 made available and provided to each Party within ten (10) days of this Agreement's Effective Date. Any person may change its address for notice by written notice given in accordance with the foregoing provisions.

14. 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.

15. 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 hereunder shall be in the Second Judicial District Court of Washoe County.

16. 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.

17. 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 dates below noted.

WESTERN REGIONAL WATER COMMISSION,  
A political subdivision of the State of Nevada

By: [Signature]  
Michael Carrigan, Chairman  
Board of Trustees

STATE OF NEVADA

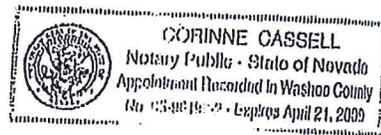
COUNTY OF WASHOE

On this 7<sup>th</sup> day of November, 2008, personally appeared before me, Notary Public, Mike Carrigan, known to me to be the Chairman of the Western Regional Water Commission, known to me to be the Chairman, who acknowledged to me that he executed the above instrument.

[Signature]  
Notary Public

WASHOE COUNTY, a political  
subdivision of the State of Nevada

By: [Signature]  
Robert M. Larkin, Chairman 10/14/08  
Washoe County Commission



ATTEST  
[Signature]  
Amy Harvey, Washoe County Clerk

1-1

**Exhibit A – Support Staff**

- June Davis, Administrative Secretary

**Exhibit B – Professional Staff**

- Jim Smitherman, Water Resources Program Manager
- Chris Wessell, Water Management Planner

Proposed Western Regional Water Commission Work Plan

**Recommended near-term items**

(SB 487 / JPA)

1. Plan for the scheduling and delivery of water resources held by public purveyors to maximize the yield of regional water resources and facilitate the cooperative administration of regional water conveyance and treatment facilities for the benefit of the public purveyors and members.
2. Plan for maximizing conjunctive use by the public purveyors and members, i.e., the combined use of surface water, groundwater and reclaimed water systems to optimize resources, including an analysis of legal and procedural barriers to an optimized conjunctive use program.
3. Water conservation plan for municipal, industrial and domestic water resources within the planning area, including recommendations for water conservation agreements among water purveyors and local governments.
4. Plan the process for the establishment of future service territories within the planning area in which the public purveyors and all systems for the supply of water resources which are controlled or operated by the public purveyors and members may provide new retail or wholesale water resources to new customers.

(RWPC / Staff Recommendations)

5. Watershed-based water quality planning, including a plan for the development of a Truckee River third-party total maximum daily load (TMDL) for nutrients among affected entities and regulatory agencies.
6. Develop an integrated water resources management plan for the north valleys including water supply, wastewater, reclaimed water, storm water and flood control.
7. Develop a regional hydrologic model to evaluate changes in land use in the Truckee Meadows and the effect on Truckee River flood hydrology, working in conjunction with the Truckee River Flood Project.
8. Existing, ongoing water conservation projects, recommended by the RWPC:
  - Water Audit Program
  - Annual maintenance of Washoe Evapotranspiration (ET) Project
  - Certified Landscape Technician Exam Program
  - Additional projects as developed

9. Complete the RWPC-recommended projects in progress and receive the ongoing services listed below:

Name	Provider	Percent Complete	Balance Remaining	Notes
Hydrologic Criteria & Drainage Design Manual	WRC	99%	\$2,389	Final product being compiled for delivery
Flood Storage Volume Mitigation - Phase II	Nimbus Engineers	70%	12,075	Final report being reviewed
WaterWise Program - Watershed Based Educational Program	City of Reno, Sparks, UNR	71%	8,785	Ongoing program
Groundwater Monitoring Program Using Satellite Radar Images	Dr. Gary Oppinger	30%	29,358	Ongoing, year 2 of 2-year program
Minutes for Water Planning Commission meetings	Niki Linn	69%	4,060	Ongoing
Minutes for WPC subcommittee meetings	Niki Linn	52%	8,080	Ongoing
North Valleys Flood Storage Mitigation Project - Phase II	City of Reno	93%	30,822	Final report delivered 6/07, final bill being prepared
Sparks TMSA/FSA Facility Plan	Stantec	100%	105,716	Final plan delivered 1/08, final bill being prepared
Plan Update Assistance	ECO:LOGIC	69%	7,686	Ongoing
Plan Update editing & formatting	Niki Linn	0%	20,000	Ongoing
Nevada Field Guide for Construction site BMP's	City of Reno	0%	10,000	Publication expected 8/08
Washoe I/T Program	DRI (Desert Research Institute)	27%	15,092	Ongoing
River Construction Site Permitting Handbook & Web-based Info.	Kennedy Jenks	0%	49,640	WRWC approval 4/11/08
Silver Lake Playa LOMR Education	City of Reno	0%	77,072	WRWC approval 4/11/08

**Recommended intermediate- or long-term items**

(SB 487 / JPA)

1. Develop an updated **comprehensive plan** by 2011, through the Water Planning Commission
2. Study and make recommendations to members regarding **water conservation ordinances or tariffs** to implement the water conservation plan and the comprehensive plan.
3. Evaluate and develop recommendations regarding the **consolidation of public purveyors** in the planning area as part of the comprehensive plan.
4. Plan for **water resources shortage sharing** among purveyors, and implement the plan with the approval of all affected entities.

(RWPC / Staff Items)

5. Plan for the expansion and regional integration of reclaimed water systems and analyze legal and procedural barriers to expanded uses of reclaimed water.
6. Investigate and evaluate the water quality effects caused by septic systems in priority areas.
7. Examine the status of the science concerning climate change and consider the possible effects to the region.

**EXHIBIT D  
OVERHEAD CATEGORIES**

**1. Washoe County Community Services Department ("CSD") / Water Resources Unit**

Categories identified as benefiting the Western Regional Water Commission ("WRWC") by CSD Management and WRWC Water Resources Program Manager. Basis of allocation is labor-related dollars.

- a. Finance and Administrative Staff who provide service to the WRWC, including all employee-related costs described in Section 4 of the Second Amendment to the Agreement.

- b. Services and Supplies

- Energy Way Building Janitorial
- Energy Way Building Alarm
- Energy Way Repairs and Maintenance
- Copy Machine Expense
- Office Supplies
- Telephone / Land Lines
- Energy Way Building Lease
- Energy Way Electric and Gas
- Energy Way Water and Sewer
- Software (not provided by Information Technology Dept.)
- Depreciation
  - Tenant Improvements to Energy Way
  - SAP Utility Billing
  - Plotter / Scanner

**2. Washoe County General Fund – Water Resources Indirect Cost Allocation Plan**

- a. County Manager
- b. Community Relations
- c. Management Services
- d. Internal Audit
- e. Comptroller / Accounting
- f. Budget Division
- g. Purchasing Administration
- h. Telecommunications
- i. Information Technology Supplies and Services
- j. Enterprise Infrastructure
- k. WINnet
- l. Human Resources
- m. County Treasurer
- n. Public Works Administration
- o. General Services Administration
- p. Facility Management
- q. Prefunded Retiree Health Fund

2018 INTERLOCAL AGREEMENT TO USE ACCOUNT FOR LOW-INCOME HOUSING  
WELFARE SET-ASIDE  
FUNDS BY WASHOE COUNTY

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

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

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

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

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

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

**I. Scope of Services.**

A. NHD will provide effective July 1, 2017, funds not to exceed the total of \$162,015.00 from the 2018 rural welfare set-aside funds to assist with qualified Trust Fund welfare set-aside activities hereinafter referred to as "Activities." Households assisted may not have gross incomes that exceed 60% of area median income. 15% of the total households served must be at poverty level.

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

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

17-0578

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

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

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

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

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

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

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

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

1. Whether the objectives of the program are being achieved;
2. Whether the program is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have

- been established to meet the objectives of the program;
4. Whether the financial operations of the program are being conducted properly; and
  5. Whether the periodic reports to NHD contain accurate and reliable information.

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

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

G. Limited Liability

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

H Indemnification

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

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

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

J. This Agreement will commence upon its approval and signature and appropriate official action by the governing body of both parties. Funds allocated by NHD to

Washoe under this agreement must be used within 3 years after its award to Washoe as defined in NAC 319. Upon written request by Washoe and for good cause, NHD may extend the period of the grant for not more than 1 year.

K. In the event that Washoe and/or NHD anticipate the total amount of funds allocated for this Agreement will not be expended, NHD reserves the right to extract that portion for other projects/programs operated under NHD's Trust Fund program.

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

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

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

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

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

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

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

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

A. Washoe agrees, and shall require any subgrantee to agree, that all costs of

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

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WASHOE COUNTY BOARD OF COMMISSIONERS

[Signature]  
Signature  
Bob Lucey 7/11/17  
Name of Chairman Date

NEVADA HOUSING DIVISION

\_\_\_\_\_  
CJ Manthe  
Administrator

State of Nevada )  
Carson City )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public, personally appeared \_\_\_\_\_, who did say that she is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that he executed the same.

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

Attest:  
[Signature]  
County Clerk signature  
Dated: 7/11/17  
By: Nancy L. Parent  
Printed Name



**WASHOE COUNTY COMMISSION**

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

**RESOLUTION**

**TO SPONSOR AN AMENDMENT TO THE 2012 TRUCKEE MEADOWS REGIONAL PLAN, PURSUANT TO NRS278.0272(7), TO AMEND THE ELECTRICAL UTILITY CORRIDORS SOUTH MAP TO INCLUDE ONE NEW SUBSTATION AND A NEW UTILITY CORRIDOR ON ASSESSOR'S PARCEL NUMBER 084-110-29**

**(WSUP17-0008 – APPLE INC.)**

**WHEREAS,**

- A. The Regional Plan requires that all transmission lines of 60kV or greater and all electrical substations shall be located within a utility corridor as identified on the *Utility Corridors South* map; and
- B. The addition of a new substation and a utility corridor are necessary to support the expansion of operations for Apple Inc.; and
- C. A modification of the utility corridor and addition of a substation requires an amendment of the 2012 Truckee Meadows Regional Plan; and
- D. A special use permit for the proposed substation and utility (transmission) lines was heard and approved by the Washoe County Planning Commission at their June 6, 2017 meeting, with final approval pending the successful amendment of the Truckee Meadows Regional Plan Utility Corridor South map.

**NOW THEREFORE BE IT RESOLVED,**

That this Board of County Commissioners does hereby sponsor the amendment of the Utility Corridors South map, a part of the 2012 Truckee Meadows Regional Plan, for the addition of a new substation and a new utility corridor to support the expansion of operations for Apple Inc. as provided in the map, and documents attached hereto as Exhibit A.

ADOPTED on July 11, 2017, to be effective only as stated above.

WASHOE COUNTY BOARD OF COMMISSIONERS

By:   
Chair,  
Washoe County Commission

ATTEST:  
  
Nancy Parent, County Clerk

17-0581

