

NF
Clerks
Care 1

ORDINANCE NO. 632

FILED
NO. 94.029

'94 APR 22 AM 42

Wildhorse Subdivision Unit 6

BARBARA REED
CLERK

BY [Signature] DEPUTY

Development Agreement

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

BROOKE & SHAW
Post Office Box 2860
Minden, Nevada 89423
(702) 782-7171

DRAFT

335781

BK 0494 PG 4165

1 **WILDHORSE SUBDIVISION UNIT 6**

2 **DEVELOPMENT AGREEMENT**

3 **INDEX**

4

5 <u>Heading</u>	6	7 <u>Page</u>
8 ARTICLE I. <u>PROJECT CHARACTERISTICS</u>	9	10 2
11 ARTICLE II. <u>ADMINISTRATION OF THE PROJECT</u>	12	13 2
14 2.1 Phasing	15	16 2
17 2.2 Utility Connections	18	19 3
20 2.3 Final Map Financial Assurances	21	22 3
23 2.4 Right to Develop	24	25 3
26 2.5 Further Covenants	27	28 4
29 2.6 School Impact Policies	30	31 4
32 2.7 Contribution to Traffic Signal	33	34 4
35 2.8 Contribution to Wildhorse Lane	36	37 5
38 2.9 Construction of Park	39	40 5
41 ARTICLE III. <u>PROJECT CONSTRUCTION REQUIREMENTS</u>	42	43 5
44 3.1 Standards	45	46 5
47 3.2 Warranty	48	49 5
50 3.3 Maintenance	51	52 6
53 3.4 Repair	54	55 6
56 ARTICLE IV. <u>COUNTY'S RIGHTS AND OBLIGATIONS</u>	57	58 7
59 4.1 Periodic Review	60	61 7
62 4.2 Final Subdivision Maps	63	64 7
65 4.3 Extension for Filing Final 66 Subdivision Map	67	68 7

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE V. DEFAULT AND REMEDIES 8

5.1 Events of Default 8

5.2 Remedies 8

5.3 No Monetary Damages Against County 8

5.4 Specific Performance 9

ARTICLE VI. GENERAL PROVISIONS 9

6.1 Notices 9

6.2 Hold Harmless 9

6.3 Merger. 10

6.4 Consistent with Master Plan 10

6.5 Term 10

**6.6 Binds Only Parties and Successors
 In-Interest 10**

6.7 Amendments 10

6.8 Effect of Agreement 10

EXECUTION PAGE 11

BROOKE & SHAW
Post Office Box 2860
Minden, Nevada 89423
(702) 782-7171

DEVELOPMENT AGREEMENT

1
2 THIS DEVELOPMENT AGREEMENT made and entered into this 17th
3 day of March, 1994, by and between ITILDO, INC., as
4 Developer of that certain project known as WILDHORSE SUBDIVISION
5 UNIT 6, hereinafter referred to as "DEVELOPER", and DOUGLAS COUNTY,
6 a political subdivision of the State of Nevada, hereinafter referred
7 to as "COUNTY".

8 W I T N E S S E T H :

9 WHEREAS, Wildhorse Subdivision was approved by the Douglas
10 County Board of Commissioners on September 17, 1985, as a tentative
11 map comprising two hundred forty-two (242) lots, and

12 WHEREAS, final subdivision maps for Units 1-5 comprising
13 one hundred thirty-six (136) lots have been approved and
14 constructed; and

15 WHEREAS, the time for filing a final subdivision map for
16 Unit 5 was extended by the Douglas County Board of Commissioners at
17 a hearing on 21 January, 1993, for an additional year until 27
18 December, 1994, subject to certain conditions, including a
19 Development Agreement between COUNTY and the DEVELOPER, and

20 WHEREAS, a final subdivision map for Unit 5 was recorded on
21 27 January, 1993, thus allowing Developer until 27 January, 1994 to
22 file a final subdivision map for Unit 6; and

23 WHEREAS, DEVELOPER and COUNTY mutually desire that
24 Wildhorse be developed in accordance with this Development
25 Agreement, and the conditions of approval of same imposed by the
26 Douglas County Board of Commissioners; and

27 ///

28 ///

335781

1 NOW, THEREFORE, for good and valuable consideration, and
2 the mutual covenants, conditions, and promises herein contained, the
3 parties do agree as follows:

4
5 **I. PROJECT CHARACTERISTICS**

6 Wildhorse Subdivision was a two hundred forty-two (242) lot
7 project approved on 17 September, 1985, within the A-1 zoning
8 district, pursuant to a tentative subdivision map and special use
9 permit. Sixty-seven (67) lots remain to be constructed, together
10 with certain improvements which were a condition of approval or
11 extension. The DEVELOPER contemplates that the remaining lots and
12 improvements will be constructed in one (1) phase.

13
14 **II. ADMINISTRATION OF THE PROJECT**

15 The project shall be developed in accordance with the
16 approval by the Douglas County Board of Commissioners on 3 December
17 1985, and the additional conditions imposed with the extension on
18 the final map of Unit 5 on 21 January, 1993.

19 **2.1 Phasing**

20 The Wildhorse Subdivision development is anticipated to be
21 developed in one (1) final phase. Developer reserves the right,
22 however, to proceed in two (2) or more subsequent phases.

23 Nothing herein shall restrict the overlapping of phasing
24 and concurrent developments so long as the terms of this agreement
25 are adhered to. Each phase must be developed so that all necessary
26 improvements supporting that phase are in place or security has been
27 provided as set forth in paragraph 2.3.

28 ///

335781

1 2.2 Utility Connections

2 Within the project, telephone, gas, electrical power, sewer
3 lines, and water lines shall be provided by DEVELOPER to the
4 building site or dwelling unit and shall be placed underground to
5 each lot or parcel.

6 2.3 Final Map Financial Assurances

7 The approval of the final map on each phase of the project
8 shall require a letter of credit or cash, or other security
9 acceptable to Douglas County, Nevada to ensure completion of any
10 portion of the public improvements within such phase equal to One
11 Hundred Fifty Percent (150%) of the estimated construction costs for
12 such improvements. DEVELOPER, at its discretion and option, may
13 install any such public improvements within any phase prior to the
14 recordation of that phase as final map in lieu of posting such
15 security. Any assurances provided shall be periodically reduced
16 upon completion in accordance with COUNTY approval in order that the
17 entire assurance will be eliminated on final completion of
18 improvement construction and acceptance by COUNTY.

19 2.4 Right to Develop.

20 DEVELOPER has a vested right to develop the project in
21 accordance with the conditional approval attached as Exhibit B, and
22 in accordance with all of the approvals and land use regulations in
23 effect at the time of the referenced extension of the Project so
24 long as the DEVELOPER diligently pursues the Project and timely
25 files for final subdivision maps. In partial consideration of this
26 Agreement, Developer shall have until 27 January 1995 to file the
27 final subdivision map for Unit 6, and any final map thereafter must
28 be filed within one (1) year of the recordation of the previous

1 final map. If DEVELOPER fails to file any final map as required,
2 the Project and any remaining rights shall expire. The project
3 shall comply with all ordinances and fees adopted by Douglas County
4 and applied on a uniform basis to all development projects in
5 Douglas County.

6 2.5 Further Covenants

7 The COUNTY shall not require any payments, contributions,
8 economic concessions, other conditions for approvals, or
9 authorizations or permits, contemplated within or by this
10 Development Agreement other than as provided herein, or as provided
11 in the Board approvals attached as Exhibit "A", except for taxes,
12 fees, or other charges applied on a uniform basis by the COUNTY to
13 all similarly situated development projects.

14 2.6 School Impact Policies.

15 DEVELOPER must comply with the terms and conditions of the
16 Interlocal Agreement adopted on the approved Douglas County
17 Ordinance 596 and the fee requirements contained in Resolution 93-
18 46.

19 2.7 Contribution to Traffic Signal.

20 DEVELOPER shall pay a pro rata share of the costs
21 associated with the construction of a traffic signal at US 395 and
22 Johnson Lane. This share shall be determined based on a traffic
23 impact analysis prepared for the development of the Carson Valley
24 Business Park and approved by the COUNTY. The rate shall be Two
25 Hundred Seventy-Eight Dollar (\$278.00) per peak hour (5:00 - 6:00
26 p.m.) vehicle trip and shall be paid with application for a final
27 subdivision map.

28 ///

335781

1 **2.8 Contribution to Wildhorse Lane.**

2 DEVELOPER is required to improve Wildhorse Lane within the
3 Project and to Johnson Lane. The Owner of Wildhorse Annex is also
4 required to construct all of said improvements as a condition of its
5 approval, and pursuant to a separate Development Agreement with
6 COUNTY. DEVELOPER shall contribute sixty percent (60%) of the costs
7 of improvements of construction of Wildhorse Lane. DEVELOPER and
8 the Owner of Wildhorse Annex are both obligated for the entire cost,
9 as to the COUNTY. DEVELOPER has entered into a separate and
10 independent agreement with the Owner of Wildhorse Annex for
11 allocation of such construction costs.

12 **2.9 Construction of Park.**

13 DEVELOPER shall construct the twenty-five (25) acre park as
14 a part of Unit 6.

15 **III. PROJECT CONSTRUCTION REQUIREMENTS**

16 **3.1 Standards.**

17 All construction of the project shall be done in accordance
18 with the Standards Specification For Public Works Construction as
19 adopted by Douglas County and all their applicable state and local
20 codes, ordinances, and statutes.

21 **3.2 Warranty.**

22 The Owner warrants that all Subdivision Improvements,
23 Public Facilities, and Public Utilities the Owner installs or causes
24 to be installed will be free from defects in material, construction,
25 and design for one (1) calendar year from the date each such
26 Subdivision Improvement, Public Facility or Public Utility is
27 inspected by the COUNTY. The Owner must request in writing that the
28

335781

1 COUNTY inspect the completed Subdivision Improvement, Public
2 Facility or Public Utility. The COUNTY must conduct the requested
3 inspection within fifteen (15) days of receipt of the request for
4 inspection or eighteen (18) days from the date of mailing, if the
5 Owner mails the request for inspection. If the COUNTY fails to
6 conduct the requested inspection, the one calendar year begins to
7 run fifteen (15) days from receipt of the request for inspection or
8 eighteen (18) days from the date of mailing, if the Owner mails the
9 request for inspection.

10 3.3 Maintenance.

11 The Owner must maintain all Subdivision Improvements and
12 Public Facilities and Public Utilities for the warranty period in
13 section 3.2 of this Article or for the length of time the Owner
14 retains custody or control over each Subdivision Improvement or
15 Public Facility or Public Utility, whichever is longer.

16 3.4 Repair.

17 If the Owner or any agents or contractors of the Owner use
18 existing County roads to transport construction equipment or
19 materials or excavation equipment or materials, the Owner is
20 responsible for any damage caused by it, and must repair those
21 existing County roads to their pre-used state at the completion of
22 such Phase of the Project. If, however, the County Engineer
23 determines that the Owner's use of those existing roads necessitates
24 their repair before the completion of any Phase of the Project, the
25 Owner must repair those existing County roads upon notification in
26 writing from the County Engineer.

27 ///

28 ///

335781

IV. COUNTY'S RIGHTS AND OBLIGATIONS

4.1 Periodic Review.

The Public Works Director or his designee must review the progress of the Project once every twelve (12) months to ensure that the Owner has complied with the terms of this Agreement. Upon completion of this review, the Public Works Director or his designee must notify the Owner in writing of the results of the review. Within thirty (30) days of mailing this written notice to the Owner, the Public Works Director or his designee must place a copy of the results of this review on the agenda of the Board of County Commissioners for consideration and action. If the Board of County Commissioners determines that the Owner has not complied with the terms of this Agreement, the Board may cancel or amend this Agreement as provided in NRS 278.0205 and Douglas County Code 16.32.160 F.

4.2 Final Subdivision Maps.

The COUNTY retains a Reservation of Authority to review in accordance with NRS 278.360 all Final Subdivision Maps and disapprove their filings, if the Final Subdivision Maps are not prepared in accordance with the Tentative Subdivision Map conditions.

4.3 Extension for Filing Final Subdivision Map.

The COUNTY retains a Reservation of Authority to approve or disapprove a single one-year extension of the filing of any Final Subdivision Map.

///
///
///

335781

BHOOKE & SHAW
Post Office Box 2860
Minden, Nevada 89423
(702) 782-7171

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

V. DEFAULT AND REMEDIES

5.1 Events of Default.

The following events constitute a default under the Agreement.

5.1.1 The Owner's failure to commence or complete construction in accordance with this Agreement.

5.1.2 The Owner's failure to cure any defective construction of any Improvement within the warranty period.

5.1.3 The Owner's failure to perform work on or related to the Project for a period of twelve (12) consecutive months.

5.1.4 COUNTY's failure to recognize Owner's vested rights hereunder.

5.1.5 The material breach of any provision of this Agreement which is not cured.

5.1.6 The breach of any provision of this Agreement.

5.2 Remedies.

In the event of disagreement as to Owner's obligation or performance, or any failure by Owner, the parties agree that a final decision of a court of competent jurisdiction shall be binding.

5.3 No Monetary Damages Against County.

The COUNTY and the Owner agree that the COUNTY and Owner would not have entered into this Agreement if either were to be liable for consequential damages under or with respect to this Agreement. Accordingly, the COUNTY and the Owner may pursue any remedy at law or equity available for breach, except that the COUNTY and Owner shall not be liable to each other for any consequential monetary damages whatsoever, including attorneys' fees.

///

BHOOKE & SHAW
Post Office Box 2800
Minden, Nevada 89423
(702) 782-7171

1 **5.4 Specific Performance.**

2 The COUNTY and the Owner agree that the COUNTY would not
3 have entered into this Agreement if Owner did not agree to perform
4 as consideration for this Agreement. Accordingly, the COUNTY may
5 sue the Owner for performance if the Owner defaults under this
6 Agreement and fails or refuses to complete the Project. The COUNTY
7 and the Owner agree that the Owner would not have entered into this
8 Agreement and construct the Project if it were unable to obtain the
9 Project guarantees provided for herein and COUNTY agrees that it is
10 entitled to specific performance of the provisions hereof.

11 **VI. GENERAL PROVISIONS**

12 **6.1 Notices.**

13 All notices under this Agreement shall be sent to the
14 following addresses:

15 **COUNTY:**
16 Chief Planning Official
17 Department of Public Works
18 Post Office Box 218
19 Minden, Nevada 89423

20 **DEVELOPER:**
21 Itildo, Inc.
22 Post Office Box 2320
23 Minden, Nevada 89423

24 **6.2 Hold Harmless.**

25 The Owner agrees to indemnify and hold the COUNTY harmless
26 from all claims, costs, and liabilities of every kind, for injury
27 received or sustained by the person or entity in connection with/or
28 on account of performance of work by Owner at the Project and
elsewhere pursuant to this Agreement. The Owner also agrees to aid

335781

1 and defend the COUNTY in the event that the COUNTY is named as a
2 defendant in an action concerning the performance of work by Owner
3 under Owner's warranty pursuant to this Agreement except where suit
4 is brought by the Owner. The Owner is not an agent or employee of
5 the COUNTY.

6 **6.3 Merger.**

7 This Agreement constitutes the entire understanding of the
8 parties and all prior negotiations and understandings are merged
9 into this Agreement. This Agreement does not, however, modify any
10 past, present, or future conditions of approval for the Project.

11 **6.4 Consistent with Master Plan.**

12 The COUNTY and the Owner agree and represent that the terms
13 of this Agreement are consistent with the Douglas County Master Plan
14 as amended and existing.

15 **6.5 Term.**

16 The term of this Agreement shall be for five (5) years from
17 the date of approval, or completion of the Project, whichever is
18 first.

19 **6.6 Binds Only Parties and Successors In-Interest.**

20 The terms of this Agreement bind only the parties to the
21 Agreement and their successors in-interest.

22 **6.7 Amendments.**

23 This Agreement may be modified or amended only by a written
24 document executed and approved by both parties.

25 **6.8 Effect of Agreement.**

26 This Development Agreement is intended to contain, define,
27 delineate, and expand upon all of the conditions attendant to
28 Douglas County's approval as set forth in Exhibit "B". No other

BROOKE & SHAW
Post Office Box 2860
Minden, Nevada 89423
(702) 782-7171

1 Development Agreement or zone changes are to be required to
2 implement the project or its component parts as the same is approved
3 and contained in the approval and conditions set forth by Douglas
4 County Board of Commissioners on March 17, 1994.

5
6 Effective this 17th day of March, 1994.

7
8 "DEVELOPER"

9 ITILDO, INC.

10
11 By *Marsha L. Tomerlin*
12 Marsha L. Tomerlin,
13 President

"COUNTY"

DOUGLAS COUNTY, a political
subdivision of the State
of Nevada

14
15 By *[Signature]*
16 Chairman of the Board of
17 Commissioners

18
19 APPROVED AS TO FORM:

20
21 By *Scott W. Doyle*
22 SCOTT DOYLE, ESQ.
23 DOUGLAS COUNTY DISTRICT ATTORNEY

24
25 Wildhors.020994;raw

26
27
28 **335781**

EXHIBITS A AND B
WILDHORSE UNIT 6 DEVELOPMENT AGREEMENT

COPY

335781

BK0494PG4179

MOTION carried with Oswald absent.

Darrel Coleman - Brentwood II & IV, two miles east of the Toler Lane/Hwy 395 intersection, on the north side of Toler Lane and the area surrounding the Allerman Diversion Ditch, APN 23-260-11, T13N, R20E, Sections 34 and 35. REQUEST: Special use permit for a Planned Unit Development.

MOTION by Cook/Bing to approve the Special Use Permit, with the necessary findings, for a planned unit development for Brentwood II and IV (APN 23-260-11) subject to the following conditions:

1. The applicant include within the improvement plans submitted with the final map for each phase, the landscaping proposed for that phase, each building area, the parking area and the recreational vehicle parking area.
2. The maximum height of the homes be established at thirty-five feet.
3. The special use permit does not become effective until the recordation of the final map for each phase.
4. Upon the abandonment of the project for which the special use permit was issued, or upon the expiration of two years from the date of the granting of a permit for a planned unit development, which same has not then been commenced, and an extension of time for completion has not been granted the special use permit shall expire.
5. The special use permit may be revoked if the developer deviates from the development plan as approved without first obtaining the consent of the governing body to such change or changes.

MOTION carried with Oswald absent.

RECESS AS BOARD OF ADJUSTMENTS
CONVENE AS COUNTY COMMISSIONERS

REQUEST FOR NAME CHANGE AT LAKE TAHOE TO GO TO BALLOT

MOTION by Bing/Cook to schedule for the meeting of November 7, 1985, the reconsideration of the name change at Lake Tahoe and to address possibly putting the issue on the ballot; carried with Oswald absent.

RECONVENE AS BOARD OF ADJUSTMENTS/COUNTY COMMISSIONERS

Nevada Carson Inc., Wildhorse Subdivision - southwest corner of the intersection of Stephanie and Vicky Lane APN

12-090-10, T14N, R20E, Section 33. REQUEST: Special use permit for a Planned Unit Development.

MOTION by Bing/Witt to approve, with the necessary findings, the special use permit for Nevada Carson, Inc. - Wildhorse Subdivision for a Planned Unit Development (APN 12-090-10) subject to the following conditions:

1. Upon the abandonment of the project for which the special use permit was issued, or upon the expiration of two years from the date of the granting of a permit for a planned unit development, which same has not been commenced, and an extension of time for completion has not been granted, the special use permit shall expire.
2. The special use permit may be revoked if the developer deviates from the development plan as approved without first obtaining the consent of the governing body to such change or changes.
3. If the planned unit development contains common owned areas or facilities, that the subdivider shall make provisions in the declaration of tract restrictions that common owned areas or facilities shall be used exclusively for the purpose or purposes as set forth in the special use permit and present in writing the means by which preservation and maintenance of the common owned areas or facilities is to be accomplished and the payment of all taxes thereon assured.
4. The development shall have a maximum of 242 units.
5. Approval of a subdivision map in accordance with County Ordinances and State Law.

MOTION carried with Oswald absent and Cook voting no.

~~Nevada Carson Inc., Wildhorse Subdivision - southwest corner of the intersection of Stephanie and Vicky Lane APN 12-090-10, T14N, R20E, Section 33. REQUEST: Tentative map - 242 lots.~~

~~MOTION by Bing/Witt to approve the tentative map (APN 12-090-10) as requested by Nevada Carson, Inc. for Wildhorse Subdivision, subject to the following conditions:~~

1. The applicant shall receive the required State approvals from:
 - a) The State Division of Environmental Protection
 - b) The State Division of Water Resources
 - c) The State Division of Health.

12-090-10, T14N, R20E, Section 33. REQUEST: Special use permit for a Planned Unit Development.

MOTION by Bing/Witt to approve, with the necessary findings, the special use permit for Nevada Carson, Inc. - Wildhorse Subdivision for a Planned Unit Development (APN 12-090-10) subject to the following conditions:

1. Upon the abandonment of the project for which the special use permit was issued, or upon the expiration of two years from the date of the granting of a permit for a planned unit development, which same has not been commenced, and an extension of time for completion has not been granted, the special use permit shall expire.
2. The special use permit may be revoked if the developer deviates from the development plan as approved without first obtaining the consent of the governing body to such change or changes.
3. If the planned unit development contains common owned areas or facilities, that the subdivider shall make provisions in the declaration of tract restrictions that common owned areas or facilities shall be used exclusively for the purpose or purposes as set forth in the special use permit and present in writing the means by which preservation and maintenance of the common owned areas or facilities is to be accomplished and the payment of all taxes thereon assured.
4. The development shall have a maximum of 242 units.
5. Approval of a subdivision map in accordance with County Ordinances and State Law.

MOTION carried with Oswald absent and Cook voting no.

Nevada Carson Inc., Wildhorse Subdivision - southwest corner of the intersection of Stephanie and Vicky Lane APN 12-090-10, T14N, R20E, Section 33. REQUEST: Tentative map - 242 lots.

MOTION by Bing/Witt to approve the tentative map (APN 12-090-10) as requested by Nevada Carson, Inc. for Wildhorse Subdivision, subject to the following conditions:

1. The applicant shall receive the required State approvals from:
 - a) The State Division of Environmental Protection
 - b) The State Division of Water Resources
 - c) The State Division of Health.

335781

2. The applicant shall receive the County Engineer's approval for:
 - a) Miscellaneous technical map corrections.
 - b) Grading and drainage plans.
 - c) The construction of acceleration and deceleration lanes and turning lanes as outlined in the report.
 - d) Improvement plans for the roadways sewer and water systems.
3. The applicant shall follow the Soil Conservation Service recommendations for soil erosion and water discharge.
4. The applicant shall make a perpetual offer of dedication to Douglas County of the water system and water rights sufficient to provide fire and domestic flows.
5. The proposed water system shall be designed to be combined with the existing water system in the area and operated as a single unit when the systems are operated as a public utility by a public agency.
6. The applicant shall obtain a will-serve letter from the regional sewer facility prior to recordation of the final map and connect to the regional sewer system prior to building permits being issued for lots. No package treatment plant shall be allowed.
7. The applicant shall pay a \$200 per unit fee for fire protection prior to recordation.
8. The applicant shall pursue Design Review approval for the parks and recreation center.
9. The applicant shall obtain approval of a Special Use Permit for a Planned Unit Development and comply with the required 30% open space requirement of the PUD ordinance. (The 30% open space requirement may be varied by the Board of Commissioners.)
10. The applicant shall incorporate into the subdivision maps:
 - a) Common access points to serve the lots fronting Stephanie Lane.
 - b) Create common access points for lots directly accessing Vicky Lane.

MOTION carried with Oswald absent and Cook voting no.

~~ADJOURN AS BOARD OF ADJUSTMENTS
RECONVENE AS COUNTY COMMISSIONERS~~

~~Harry Tedson, Southgate Service Park - half mile south of~~

There was no public comment.

Commissioner Fischer and Chairman Pumphrey felt there should be a contingency plan in case the BLM land was not available.

Chairman Pumphrey asked for confirmation through the Minutes of the original hearing that the reimbursement provision was part of the agreement.

MOTION by Allgeier/Fischer to introduce ordinance approving development agreement for Sunridge Heights Unit 1;

Scott Doyle, District Attorney, read the proposed ordinance by title.

The MOTION CARRIED unanimously.

BID AWARDS

Bid 92-064 - Picnic Shelters

Norm Starrett, Purchasing Agent, was present.

There was no public comment.

MOTION by Smallwood/Fischer to: 1) Award the bid to the low bidder meeting specifications, Rich Boyce Recreation, at a total cost of \$10,746.00; and 2) Authorize the Purchasing Agent to issue the appropriate purchase order; carried unanimously.

DISCUSSION AND POSSIBLE ACTION ON DONATION OF VEHICLES TO THE EXPLORER CADET PROGRAM

Ross Chichester, Sheriff's Office, was present.

There was no public comment.

MOTION by Smallwood/Allgeier to approve Western Nevada Properties donation of two Suburban vehicles to the Explorer Cadet program; carried unanimously.

DISCUSSION AND POSSIBLE ACTION ON WILDHORSE UNIT 5 FINAL MAP APPEAL OF PLANNING COMMISSION DENIAL

Scott Doyle, District Attorney, stated the type of situation had come before the Board previously in accordance with Douglas County Code, and the appeal filing tolled the time.

John Renz, Chief Planning Official, stated a letter dated December 18, 1992 from Marsha Tomerlin to him requesting continuance of the hearing to the January Planning Commission

335781

BK 0494 PG 4 | 84

meeting was submitted to the Planning Commission and they refused to continue it.

Marsha Tomerlin, applicant, stated a continuance was requested because the financial security had been not placed.

Larry Werner, Public Works Director, stated the Planning Commission was faced with a Tentative Map expiration date and the concern was granting a continuance circumvented the expiration requirement of the statutes.

Chairman Pumphrey stated the Board of Commissioners, through a letter issued by the District Attorney's office, confirmed the Planning Commission's policy of not extending Final Map deadlines as a standard policy.

Scott Doyle stated the chronology of events in the request differed from the circumstances of the above-referenced letter. Mr. Doyle also stated in this particular situation there was a circumstance where conditions had changed between the time the set of facts was reviewed by the Planning Commission and Board of Commissioner.

Marsha Tomerlin stated financial security was now in place and they were already half-way through development for the project.

There was no public comment.

An unidentified speaker addressed submittals and delays encountered that were not due to lack of due diligence on the applicant's part.

MOTION by Fischer/Pruett to reverse the Planning Commission denial on Wildhorse Unit 5 Final Map on the basis that the conditions upon which the denial was made have been met by the applicant, there was a precedent of a similar approval, at the time of Planning Commission denial there was not a formal lack or presence of tolling the Map and the applicant was entitled to due process of moving through the system, and affirm the Map as presented;

Chairman Fischer asked for confirmation the applicant would work with due diligence on the park issue and Marsha Tomerlin agreed to discuss phasing with Staff.

Chairman Pumphrey stated the existing understandings and approvals were in place and asked the maker and seconder of the Motion to concur, "we are separately, in fact, requesting Staff and the District Attorney to make necessary clarifications in existing ordinances so we are not confronted with this particular situation again," and Fischer/Pruett agreed.

The MOTION carried unanimously.

STAFF

Clerk-Treasurer

Schedule of Investment by Fund

Schedule of Investment by Fund was received and filed.

Schedule of Investments

Schedule of Investments was received and filed.

Fund Balances for December 1992

Fund Balances for December 1992 was received and filed.

Treasurer's bank balance ending November 1992

Treasurer's bank balance ending November 1992 was received and filed.

Auditor

Payment of claims

MOTION by Fischer/Allgeier to approve payment of claims; carried unanimously.

Status of funds in treasury

Status of funds in treasury was received and filed.

General Ledger & Budget Performance Reports

General ledger and budget performance reports were received and filed.

Airport

December 1992 monthly report

Airport December 1992 monthly report was received and filed.

Personnel

Out-of-State Travel

MOTION by Pruett/Fischer to approve Raymond Finnegan to Chicago, IL, training recommended by State grant, State grant will be paying for this training; carried unanimously.

COPY

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'94 APR 22 AM 11:27

SUZANNE BEAUDREAU
RECORDER

\$ PAID KX DEPUTY

SEAC
CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: April 22 1994
S. R. [Signature] Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

335781

BK 0494 PG 4187