

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

TUESDAY

8:30 A.M.

DECEMBER 12, 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
David Watts-Vial, Deputy District Attorney

The Washoe County Board of Commissioners convened at 8:32 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:

**START OF CONCURRENT MEETING AND AGENDA OF THE
WASHOE COUNTY BOARD OF COMMISSIONERS AND THE
RENO-SPARKS CONVENTION & VISITORS AUTHORITY**

Chair of both the Board of County Commissioners (BCC) and the Reno-Sparks Convention and Visitors Authority (RSCVA) Bob Lucey noted this was a concurrent meeting between the BCC and the RSCVA. He requested the audience give everyone who wished the opportunity to speak and asked they refrain from applauding.

17-0978 **AGENDA ITEM 3** Presentation by officials or consultants of the Washoe County School District on the possible use of a portion of the Wildcreek Golf Course as a site for a high school possibly including information from due diligence inquiries, site assessment studies, and preliminary natural resource and engineering analysis.

Assistant County Manager Dave Solaro introduced the President of the Washoe County School District (WCSD) Board of Trustees Dr. Angie Taylor.

Dr. Taylor thanked all the Board members for exploring the new project and explained the upcoming presentations would primarily concern engineering, water rights and the mechanics of the proposal. She stated the WCSD Board of Trustees unanimously agreed a new school at the proposed site was the very best option based upon the expected cost, the engineering details and other information which would be presented during the meeting. She commented the most important factor in that decision

was based upon what was best for the students. She presented a short video which she explained would provide the Board with comments from middle school students who would be among the first to graduate from the proposed new campus if it was approved and opened as planned in 2021.

WCSD Chief Operating Officer Pete Etchart stated it was an honor to represent the WCSD Board of Trustees, school superintendents, staff, teachers and students. He stated they were very excited about investing in the community's most precious resource, the future generations of students and citizens. He said the Boards would receive a lot of information about how the proposed project had progressed to this point as well as the timeline, the project overview, the alternative site analysis and the opportunities the proposed site would provide to the WCSD and the community. Lastly, information would be shared about the structure of the land acquisition proposal. His intention was to ensure all questions were answered.

Mr. Etchart discussed the events that led to this agenda item. He said it began a couple of years ago when the Nevada State Legislature created the Public Schools Overcrowding and Repair Needs Committee, which consisted of a diverse group of 15 individuals who were completely independent of the WCSD. The group was given the responsibility of looking at the District's needs as well as the impact of those needs on the community. Commissioner Berkbigler represented the County in that group. On November 20, 2015 the strategic blueprint for overcrowding and repairs was presented to the committee to show the need for high schools. The presentation included a discussion about a Wildcreek area high school to replace Hug High School and the repurposing of Hug High School into a career and technical academy. Mr. Etchart proceeded to conduct a PowerPoint Presentation which included slides entitled: The High School at Wildcreek Land Acquisition Proposal; "Strategic Blueprint" for Overcrowding and Repairs; WCSD "Strategic Blueprint" Phasing – High Schools; Project Timeline; Wildcreek Project; Two High School Projects!; Regional Letter of Intent; Project Timeline; Site Assessment for New High School In the Wildcreek Area (2 slides); and Sun Valley Alternative Locations. The presentation was placed on file with the Clerk.

Mr. Etchart remarked the public meetings held were listed in red on page 5 of the presentation. He noted the first formal conversation in regards to the Wildcreek property began after WC-1 was approved by the voters. A series of meetings were held which resulted in the presentation of the first conceptual site plan and a proposed schedule. At the same time efforts were being made to acquire land and work was being done to develop a new prototype high school design. A design budget was approved by the Capital Funding Protection Committee on March 14, 2017. On May 1, 2017 a special meeting between the City of Reno, the Reno-Sparks Convention and Visitors Authority (RSCVA), the City of Sparks, Washoe County and the WCSD was held to introduce the Wildcreek project to the community. It was explained at that meeting the proposal actually included two high school projects.

Mr. Etchart stated the comprehensive high school at Wildcreek would accommodate approximately 2,500 students and with an aggressive timeline it was hoped

it would open in August of 2021. The school would help relieve overcrowding at Spanish Springs High School. He said there was currently about 600 students in the north half of Sun Valley that traveled over Highland Ranch Parkway to get to Spanish Springs High School. If the new school was constructed, the plan would be to bring those students to the high school at Wildcreek. He stated there were currently four elementary schools in the area that fed into two separate middle schools which were located outside Sun Valley. From there the kids went to separate high schools. He thought the building of a new high school would keep the Sun Valley community and its neighborhoods together.

Mr. Etchart noted new schools were built when there was new development in the suburbs, but due to funding issues the inner-core schools were forgotten. He thought the funding of the new school in the inner-core would go a long way towards helping to build equity in the District. The new high school would also provide an opportunity to repurpose Hug High School into a career and technical academy, which would provide more opportunities for students and support workforce development. In response to stories of companies like Tesla and Switch recruiting out-of-state workers, they wanted to ensure local students were best prepared to take advantage of the opportunities in northern Nevada.

Mr. Etchart stated a Regional Letter of Intent to cooperate as a region in the development of a new high school at Wild Creek and in the repurposing of Hug High School into a career and technical academy was approved by all agencies in May. Based on the Letter of Intent, the WCSD Board of Trustees approved a professional services contract with Wood Rodgers, Inc. to develop a due diligence report for the Wildcreek site and to continue negotiations for the acquisition of the property. He noted the Wildcreek Area Site Alternatives Analysis was released to the public on September 19th and a town hall meeting was held on November 30th.

Mr. Etchart said whenever the WCSD bought property, they considered every available site that would meet their objectives both educationally and operationally. Initially, nine sites were considered viable; of those nine sites four were short-listed to evaluate further. Evaluation criteria included location, land acquisition (how long it would take to acquire the property), access (both vehicular and pedestrian), utilities and site constraints. Cost was considered for all of the evaluation components. Due to particular interest in the Wildcreek site, feedback was sought from industry experts including local planners, engineers, contractors and cost estimators. The results of the inquiry were unanimously in favor of the Wildcreek site as the best location for the new high school.

Mr. Etchart said he included the Sun Valley middle school alternative locations analysis in his presentation because he knew there were questions about why they were not building a school in Sun Valley. He noted the corresponding map indicated the limited number of 30-acre sites in Sun Valley in which to build the new school and stated the selected site, site A on the map, was not ideal; they would have preferred a more central location. He mentioned site B on the map was the current site of the community center, swimming pool and the BMX track which illustrated the fact they had

considered every available site. He expressed excitement that the ownership of the land depicted by site A on the map would transfer to the WCSD by the end of the day.

Wood Rodgers, Inc. Planner Andy Durling was introduced by Mr. Etchart. He proceeded to conduct a PowerPoint presentation regarding the Due Diligence Report. The presentation slides were entitled: Due Diligence Tasks; Project Location, Surrounding Uses; Master Plan & Zoning (4 slides); Title Review (2 slides); Soils Analysis; Waters of the US; Wildlife; Phase 1 Environmental Site Assessment; Drainage (2 slides); Utilities; FAA Airspace (3 slides); Water Rights; Traffic Analysis; Preliminary Site Plan; Affected Roadways & Intersections; Approximated School Zones – For Analysis Purposes Only; Travel Routes; Wedekind Traffic Signal Scenario; Sullivan Lane Primary Access Scenario; Potential Roadway & Intersection Improvements; Conclusions; Site Plan Feasibility Study (4 slides); Appraisal Report; Due Diligence Analysis; and Conclusion. The presentation was placed on file with the Clerk.

Mr. Durling thanked the Boards for the opportunity to address the work done on behalf of the WCSD to look at the viability of the Wildcreek site for a potential 75-acre high school campus. He mentioned a number of companies were involved in the endeavor as listed in the presentation. He stated there were subject matter experts in attendance who could answer questions requiring more detailed answers. The due diligence task included a number of items from the zoning and regulatory environment of the property to the overall physical constraints.

Mr. Durling said the Wildcreek Golf Course consisted of two parcels; the first one identified in blue on the presentation map was the primary parcel. The parcel outlined by red on the map was ruled out because of a deed restriction; it was obtained from the Bureau of Land Management and was restricted for recreational use only. He described the parcel noting the land to the north of the site was relatively undeveloped open space, while the area of North McCarran Boulevard and Wedekind Road, which consisted mostly of commercial and multi-family residential uses, lay to the south of the parcel. Single family lots and unincorporated areas of Washoe County comprised the eastern side of the lot, while to the west lay Sullivan Lane and a mix of small single-family lots. He stated Sparks had adopted their new Master Plan last year and it called out the primary use of the area for community facilities and public schools in particular. The land and buildings in the area could be used for public and civic uses which could be regional or city-wide in scale and intensity.

Next, Mr. Durling spoke about the Wildcreek site in the context of the Truckee Meadows Regional Plan. He said the Sparks Comprehensive Plan was found to be in conformance with the Truckee Meadows Regional Plan by the Planning Commission and investigations did not identify any significant development constraints in the Regional Plan. He stated there were some large utility corridors that traversed the site both north and south along Sullivan Road as well as east and west along the northern portion of the site.

Mr. Durling stated through review of the parcel with the Truckee Meadows Regional Planning staff, analysis of the development and examination of all the criteria it was determined the project did not qualify as a project of regional significance in the Regional Plan and no further approvals would be necessary from the Truckee Meadows Planning Agency unless one of the major utility corridors was relocated.

Mr. Durling said Sparks' zoning code was favorable for the site as it was zoned for public facilities; schools in particular were an allowed use with an administrative review although there was a potential need for a conditional use permit due to the slopes and hillsides on the site. A portion of the site was over 30 percent sloped so the need for a conditional permit depended upon exactly where the 75-acre parcel would be located.

Mr. Durling stated a preliminary title report was obtained from Ticor Title in June which was reviewed by Holland & Hart, LLP Real Estate Attorney Doug Flowers. He said a boundary survey was also performed. The findings of the analysis from both the surveyors and from Holland & Hart showed the vesting deed that originally transferred the land did not contain any use restrictions. However, numerous physical constraints and easements traversed the property, which Mr. Durling pointed out on a constraints map slide. The map showed a 125 foot wide NV Energy transmission line that ran east and west across the property, a power transmission line and a sewer line adjacent to Sullivan Lane, a sanitary sewer line that ran across the southwestern quadrant, and the Orr Ditch which was the largest physical constraint on the property.

A soil analysis was performed at the site and Mr. Durling indicated the site was found to be suitable for the proposed development. He stated the north side of Reno and Sparks typically had surface clays in the soil, which the findings confirmed for the site. It was determined two to four feet of over excavations would be required under building foundations, one to two feet would be required under roads and parking lots, and structural fill would be required. There were pockets of bedrock on the northern part of the site which might reduce the amount of over excavation that would be needed or provide for a borrow source for structural fill.

Mr. Durling next discussed some of the environmental constraints on the property. First, they considered whether the property included any waters of the United States (US) that might come under the jurisdiction of the US Army Corps of Engineers. While there were numerous water features on the property, most of the ponds were fed by treated effluent water. A couple of the ponds were fed by the Orr Ditch; all of the ponds were used for stock water for irrigation purposes on the golf course. The only feature that might fall under the Army Corps of Engineer's jurisdiction was the Orr Ditch itself. A little over 8,000 lineal feet of the Orr Ditch crossed the site and any disturbance to that could require a permit. However, because it was an irrigation canal there were certain exemptions that might be allowed to pipe or modify the ditch without having to go through the permitting process with the Army Corps of Engineers.

Mr. Durling stated the potential for any wildlife impacts were considered and various sources were queried. According to the US Fish and Wildlife Service's database on sensitive species there were four sensitive species that could exist in the project area. The endangered Cui-ui and Lahontan Cutthroat Trout would not be impacted since the Truckee River was not near the site and there were no bodies of water nearby that could support that habitat. The North American Wolverine was not known to occur in the Truckee Meadows and Webber's Ivesia, a rose species, was highly unlikely to occur on the site because the site had been disturbed and developed as a golf course. He said any habitat that might have existed for that species had likely been eradicated. In their consideration of the Nevada Department of Wildlife's list of large game species, it was determined there were a number of species that could potentially use the site as their roaming grounds. However, the surrounding area was largely urbanized and there were a number of open areas to the north. Given the abundant open space surrounding the property it was possible for large game species to remain outside the campus footprint. Due to the Migratory Bird Treaty Act and the Bald and Gold Eagle Protection Act there could be concerns about hawks during nesting season. He noted this was common in development areas with existing mature trees. A survey would be required at the time of construction to determine if there were any nesting hawks; if there were, mitigation measures might include the installation of buffers or modified construction schedules.

Mr. Durling stated McGinley & Associates, a local environmental firm, performed a phase 1 environmental site assessment to help the WCSD determine what might be required since the site had been operating as a golf course for several decades and the use of pesticides, fertilizers and fuel for maintenance vehicles might have had environmental impacts on the site. Their findings found no significant environmental impacts and provided a clean bill of health.

According to Mr. Durling, the drainage on the site was investigated. The site was located downstream of the Sun Valley detention dam and the City of Sparks would require the development to include mitigation and conveyance for a 100 year storm flow through the site. It was anticipated this could be accomplished with a 75 foot wide, five foot deep drainage channel. The existing inundation path was shown in the presentation. He stated since the school building would possibly be located in proximity to the dam, they considered it prudent to understand what the potential impacts might be if the dam was overtaxed during a significant storm event. An exhibit in the presentation depicted the current outflow from the dam during the 1/2 probable maximum flood (PMF); the 1/2 PMF was the design criteria for the dam which meant that was the most amount of water that would have to be dealt with. He stated if it was a concern, the project design could place critical structures outside the path of the 1/2 PMF with attention to building locations and overall site grading. He noted this was not a regulated design constraint, but rather an added level of prudence for the design.

Mr. Durling discussed the availability of utilities on the site. He said sanitary sewer existed on the site or was in proximity to the site to serve the project. The City of Sparks provided an analysis that identified potential downstream capacity improvements that the City and the WCSD might share in. Also, NV Energy identified

that the distribution of electricity could come from the Sullivan Lane area and it would be sufficient to serve the project. An extension across the site would be required for gas service from the access at Wedekind Road and there might be a need for some off-site improvements that would be shared with NV Energy. Finally, he stated the Truckee Meadows Water Authority (TMWA) had two water mains on Sullivan Lane that would be able to serve the site.

Mr. Durling next focused on the site and its proximity to the Reno-Tahoe International Airport. He stated the Wildcreek Golf Course was located within three miles of the airport and was in the flight path of both runways. Federal Aviation Administration (FAA) regulations defined a three dimensional surface above the ground which extended from either end of the runway and involved height restrictions that needed to be taken into consideration. An analysis of the project site revealed that development could not include any buildings taller than 200 feet. This height restriction would be taken into account for the building design as well as for the athletic field lighting, although typical stadium lighting was no more than 80 to 100 feet in height.

Mr. Durling explained the Reno-Tahoe International Airport, as well as the airlines themselves, also had some requirements and regulations which were more conservative than that of the FAA. Those regulations included a height restriction of 150 feet above the current ground level, which according to Mr. Durling, was reasonable considering the expected height of the high school and the field lighting.

Mr. Durling stated a couple of other considerations were brought forward through discussions with Airport Authority staff, one of which was the noise factor. The site was located just outside the airport's 65 decibel noise contour, so mitigation was required and should be taken into consideration. Lighting was also a concern and work would have to be done with the Reno-Tahoe Airport Authority staff to prevent light-spill from stadium lights. He stated there were a lot of technologies that would make that easier to deal with. He noted currently Wooster High School had lights on their stadium and it was also much closer to the airport than the proposed site. He maintained these items were design considerations, but not necessarily constraints.

As far as water rights were concerned, Mr. Durling stated there were a couple of different surface water right permits associated with the property. One in particular was just over 69 acre feet of Truckee River water rights that were conveyed from the Orr Ditch. The permit for this could be converted to domestic use with the Truckee Meadows Water Authority (TMWA) through an application with the Nevada State Engineer's Office. Also, there was a permit for a little over 506 acre feet of water which came from Wells Creek out of Sun Valley. Wells Creek was an intermittent resource which would not easily be converted to domestic use. Additionally, the site was subject to an agreement between the RSCVA and the City of Sparks for treated effluent. The RSCVA had dedicated 448.88 acre feet of Truckee River water in return for up to 500 acre feet of treated effluent water for irrigation purposes. In that agreement there was an annual payment of \$300,000 from the RSCVA to the City of Sparks. The agreement

would expire on March 31, 2022 and upon its expiration the 448 acre feet of Truckee River water rights would need to be conveyed back to the RSCVA.

Mr. Durling stated a traffic analysis had been conducted through collaboration with Traffic Works, LLC. The analysis looked at a number of potential constraints and scenarios to determine the traffic impacts of a 400,000 square foot, 2,500 student high school. According to the Institute of Transportation Engineers (ITE) trip generation rates for a 2,500 student high school would result in a daily rate of a little more than 4,200 trips with a morning peak of just over 1,000 cars. The afternoon peak would be around 700 vehicles and the adjacent street traffic would peak at about 325 cars. He said these trip rates were based on national averages and included vehicles, buses, walking and biking. Traffic Works, LLC also looked at a number of intersections to determine the potential impacts to those. For the purposes of the study it was assumed the potential zoning boundary for the new high school would include the existing Hug High School zone in addition to the northern part of Sun Valley that was currently zoned for Spanish Springs. He noted many of the trips already existed on the roadway system and would merely be rerouted to the new school. Based on the presumed zoning boundary, it was predicted approximately 50 percent of the kids and trips would come from the north, utilizing El Rancho Drive and 45 percent would come from the south primarily using McCarran Boulevard. The other 5 percent of the trips would likely come from the east, but would be made up of trips by teachers and delivery trucks rather than students.

Mr. Durling said the site plan had not yet been developed; however, they wanted to evaluate at least two different access scenarios to determine the potential traffic impacts. The first scenario anticipated major access to Wedekind Road which would necessitate some improvements and a traffic signal at the intersections of Wedekind Road and McCarran Boulevard as well as Sullivan Lane and Green Vista Drive. The second scenario included limited or no access at Wedekind Road and proposed primary access points at two locations on Sullivan Lane, potentially including roundabouts. He stated in any scenario the first five intersection improvements listed in the presentation slide would likely be required. Intersections listed as items six and seven on the slide might be required if the Wedekind Road scenario was proposed. All of these improvements would need to be mitigated by the WCSD as part of the permitting process through the City of Sparks. Additionally, gaps were identified in the bicycle and pedestrian network that may need to be addressed. The conclusion from the traffic study determined the Wildcreek site was viable from a transportation perspective. The final off-site improvements required for the project would ultimately be defined by the City of Sparks' permitting process. He said the project was not considered to be of regional significance with respect to traffic.

Next Mr. Durling spoke about the physical feasibility of utilizing the site for a 75-acre campus. He said the purpose of the Site Plan Feasibility Study was to see if the character and features of a high school campus would fit on the site. He stated in any scenario the future golf course redesign and operations would need to be determined by the County and the RSCVA. He flipped through some of the presentation slides which depicted different scenarios of the campus' location on the site and stated in all of them

either some or all of the golf course was retained. He pointed out a scenario which showed the retention of the lower portion of the executive golf course, the existing club house, the parking lot and the cart barn with areas for additional holes, a driving range and other improvements.

Mr. Durling stated real estate appraisers and consultants from Johnson Perkins Griffin performed an appraisal report for the property. The findings indicated a value of \$1.5 million to \$1.875 million depending on which 75-acre portion of the golf course was sold. The value of the water rights ranged from \$6,500 to \$7,500 per acre foot.

In summary, Mr. Durling stated the due diligence tasks performed for this parcel were atypical and exhaustive due to its particular interest to the WCSD and the community at large. Based upon the available information obtained through the due diligence tasks, it was his opinion the subject property represented common physical constraints and opportunities similar to other projects of this scale and location and that it was suitable for a high school campus with the appropriate mitigations. He offered to answer any questions.

In response to Commissioner Hartung's query, Mr. Durling replied it was unknown whether or not the utility corridor would have to be moved because any mitigation concerns would be dependent on the final design of the school. Commissioner Hartung asked if the project would become regionally significant if it was determined that changes were necessary. Mr. Durling responded if changes to the alignment of the easement were necessary, a regional plan amendment to the corridor would be required.

Commissioner Hartung stated there was a lot of infiltration and loss from ditches and he wondered if TMWA had any municipal wells in the project area. Mr. Durling stated he did not believe so and said ground water was not investigated. Commissioner Hartung commented when the water flow in the Orr Ditch was very low, the ground water in Spanish Springs dropped dramatically and when the ditch water was flowing in the summertime, the ground water rose.

Commissioner Hartung questioned the numbers presented related to traffic stating they did not seem to add up. Mr. Durling explained the morning and afternoon trip numbers represented peak traffic only. The total of all trips, which amounted to 4,275, took into account all the traffic within a 24-hour period. Commissioner Hartung noted school zones changed frequently and he wondered how the WCSD could guarantee there would not be any zoning changes to the east of the property.

Mr. Etchart said the WCSD could not guarantee zoning for attendance boundaries would not change. He stated the WCSD intended to clean up the feeder system as new schools were built so kids and neighborhoods could be kept together; they hoped to ensure the same kids went through elementary, middle and high school together. He said it would make sense to utilize some of the area to the eastern side of the proposed

campus, but the District's 10-year Master Plan did not anticipate any changes with the exception of bringing in students from northern Sun Valley.

Commissioner Hartung remarked the traffic studies could be flawed because they were based on zoning that might change. He said residents in his neighborhood mistrusted the WCSD because a previous statement made by the WCSD ultimately proved to be untrue. He claimed the assumed cost of the site, which was set forth at \$20,000 to \$25,000 per acre, was an insult to Washoe County given that the County paid nearly \$4 million for the 40-acre site at Ballardini Ranch and as compared to the \$8 million the WCSD paid for a lesser site in Kiley Ranch. He commented he was not suggesting the money should go back to the County or to the RSCVA; instead he thought the money could be utilized to revamp the golf course if the school was built.

Mr. Etchart responded Johnson Perkins Griffin were considered premier appraisers in the area; however, the seller of the property had the ability to do a second appraisal. He stated there were not a lot of comparables for public facility zoned properties. He said one of the things that made the site so attractive was that it was already zoned for a public facility which had an impact on the value of the land and would save time.

Commissioner Hartung agreed the fact that it was already zoned for a public facility would be a benefit because they would not have to go through the rezoning process which could be time consuming and costly. He stated he was not suggesting the site was unsuitable for a high school, but he thought there were a number of issues that needed to be mitigated and discussed. He surmised it would be best for the City of Sparks to handle the mitigation since the land was in their jurisdiction.

Commissioner Jung asked if the purchase of the property was only available to the WCSD or if anyone else could bid on it. Mr. Etchart stated the WCSD was negotiating with the County for the purchase of the property and although he knew there were special rules for agency to agency transfers, he did not think it was required to put the sale of the property on the courthouse steps. The proposal was from the WCSD to the RSCVA and the County for the purchase of the property based on the appraised value.

RSCVA Legal Counsel Ben Kennedy explained there was a statutory procedure which allowed local government agencies to transfer and sell each other land without involving a public bidding process. He stated there was another process by which agencies could divest themselves of ownership that would involve public bidding.

17-0979 AGENDA ITEM 4 Public Comment.

Chair of both the Board of County Commissioners (BCC) and the Reno-Sparks Convention and Visitors Authority (RSCVA) Bob Lucey explained the process for receiving public comment. He asked the audience to respect everyone's right to speak and to refrain from clapping as this was a business meeting.

The following people spoke in opposition to the proposal of building a high school at the current location of the Wildcreek Golf Course: Ms. Darla Lee, Mr. George Lee, Ms. Darlene Hesse, Mr. Mike Brierley, Ms. Jamie Newfelt, Mr. John Hesse, Mr. Sam Dehne, Mr. Wesley Griffin, Ms. Kathleen Shupp, Ms. Kim Tracy, Mr. Charles McCubbins, and Ms. Cecilia Royce.

The above individuals expressed concerns including: a good education did not depend on a bright shiny new building; it could be built in a better location; the Wildcreek golf course provided green space for the residents; the golf course was in keeping with the Regional Plan to maintain open spaces for health and recreation; the green space at Wildcreek would be destroyed; the traffic would be enormously impacted; the RSCVA would not be able to attract people to come to the area for recreation; homes were purchased due to their proximity to the golf course; disagreement about whether the golf course was losing money; the school belonged in Sun Valley; the golf course did not need a \$5 million renovation; Spanish Springs would be a better location for the school; no one mentioned refunding the 200 acre feet of water rights to the City of Sparks; there were opportunities for the RSCVA to ensure better management of the golf course; the plan for the new school was developed behind closed doors; resident's concerns were being delegitimized; it was not fiscally responsible; a decision should be delayed until the Washoe County School District (WCSD) could prove the Wildcreek location was the best option; the neighborhood would be destroyed; the due diligence report was disingenuous; reports were not presented in support of saving recreation and green space; it would negatively change the character of the neighborhood; it was more sensible to preserve the green space; the government's responsibility was to the whole community, not just to students; a petition was signed by more than 400 people who believed the Wildcreek location was not appropriate; no money was spent researching other locations; the required mitigation would be costly; there was a need for better schools rather than more schools; the WCSD did not have the expertise to handle their billion dollar budget; Sparks should not lose their only golf course; the green space was irreplaceable; comments made by the students were biased and the WCSD was already \$28 million in debt. Suggestions were made that the WCSD should give teachers raises rather than spend money on new schools; the Bureau of Land Management (BLM) had property they could lease or sell for \$10 per acre and there was other vacant land that could be utilized.

The following people spoke in favor of the proposal to build a high school at the current location of the Wildcreek Golf Course: Mr. Richard Jay, Ms. Lynnette Bellin, Mr. Avery Serink, Ms. Teagan Serink, Mr. Julian Serink, Ms. Bianna Alcalá, Ms. Melany Gomez, Mr. Andrew Quispe, Mr. Najeh Abduljalil, Ms. Erynn Dardy, Ms. Crystal Valdivia, Ms. Janet Roberts, Ms. Hilda Gallardo, Ms. Angelica Oseguera, Ms. Miriam Quijanno, Ms. Miriam de la Rosa, Ms. Mayte Aguiar, Ms. Maria Maldonado, Ms. Lizzette Lozano, Ms. Flor Lazo, Ms. Valeria Becerra, Ms. Valerie Wade, Ms. Monique Normand, Ms. Araceli Martinez, Ms. Erika Zacatzi and Ms. Irene Oliva.

The above individuals expressed concerns including: the golf course was losing money and golf was trending down nationally; having both a school and a nine-

hole golf course would be a win-win for everyone; cooperation would set a good example for the kids; 422 local parents signed a petition in support of the Wildcreek school; the importance of investing in kids and the future; room tax dollars meant for convention and visitor business should not be spent on promoting a failing golf course for locals; some kids were currently spending three hours a day on school busses; the new high school and technical school would offer kids more opportunities; it was the best location; 50 percent of student applicants for the Academy of Arts, Careers and Technology (AACT) were currently being turned away and the Hug High School renovation would allow more kids the opportunity for technical training; the community needed to come together to do what was right; it was a critical step in meeting educational needs; Hug High School was in terrible need of renovation; it was the best choice for the community; a better learning environment would allow teachers to focus more on individuals; it would allow for more electives and education based on science, technology, engineering and mathematics (STEM); there was a need for newer technology; the older schools were unsafe with bad heating and cooling systems; resident concerns about noise from airplanes flying overhead was unfounded; renovation was not a solution; current schools were overcrowded; Hug High School was not accessible to disabled students; the benefits trumped the costs when the benefit was education and the cost was a pretty piece of land; there were safety issues at Hug High School and it was the government's responsibility to protect citizens; the depreciated land at Wildcreek could be put to better use; schools were facing infrastructure problems; it would be a great opportunity to expand the sport of golf to youth in the community; concerns about the morale of teachers and students at run down facilities; the importance of considering future generations; it would benefit a large number of people in the community; the children deserved a new school; it was time to modernize student learning environments; asbestos was used in the construction of Hug High School; there were no doors or locks on bathroom stalls at Hug High School; 100 parents filled out comment cards in favor of the new school; student education should be more important than adult recreation; other green spaces had been destroyed for purposes less important than education; the Wildcreek area was not a retirement community rather it was filled with people raising families; the WCSD provided a valid business case for the location; a new school was essential for growth; it would prevent the need for double sessions; students and faculty would have a school they could be proud of; an equitable learning environment along with qualified teachers was of primary importance; education should be prioritized; 73 percent of Hug High School students desired job and career training; and the Wildcreek location would positively affect the students at several area high schools. A suggestion was offered that compromises could be made by the folks on each side of the issue.

Ms. Lizzette Lozano submitted a number of statements that were offered by other students, parents, guardians and community members who were in support of the proposed location at Wildcreek. Several other comments of support were submitted by the following individuals who chose not to speak during the meeting: Mr. Danny Flores, Ms. Jasmin Fisher, Ms. Luz Diaz, Ms. Elena Acota, and Ms. Irene Saenz. All of the above mentioned documents were placed on file with the Clerk.

Mr. John Capurro, Director of the Orr Ditch Company (Company), spoke about the 1978 maintenance agreement that had been entered into with the RSCVA. He explained if the school was built, the WCSD would have to assume 100 percent responsibility for the area's maintenance in perpetuity. The Company would need to see and approve the final design for the school and would require a hold harmless clause. He said irrigation water ran through the ditch from the first weekend in May until the end of September. It would be important to have an operating agreement with the WCSD as well as contact information so the Company could have access to the ditch to handle anything that might come up. He stated any alignment changes would need to be recorded and he requested the design engineers contact his Board so any concerns could be addressed.

Ms. Tammy Holt-Still read a statement regarding Lemmon Valley's Swan Lake. She claimed the County had been complicit in neglecting government transparency and that statements made by staff were not truthful. She asked why staff was not taking action towards recovery in Lemmon Valley. She questioned the expenditure of County money on a community center in Incline Village and stated her opinion that money was being wasted on buyouts which cheated residents. A copy of her statements and the several photos which she displayed during the meeting were placed on file with the Clerk.

Ms. Elise Weatherly wanted to know who paid for the presentation and who decided which students would give statements. She thought other students would have had a different perspective. She also spoke about bullying in schools, confidentiality, speaking out, unity, Faith House Ministries and Al Franken.

Mr. Sam Dehne claimed there had been vote-rigging and spoke about the school tax.

Mr. Levi Hooper stated he would be running for Reno City Mayor. He said there was a lot of land that could be used for building schools and homeless shelters.

In regards to the proposed high school at Wildcreek, Mr. Tyler Johnson thought compromises could be made to keep half of the golf course as well as build the school. He also urged the Board to listen to everyone's voice and investigate other possible school sites. He hoped the community could ditch partisan politics and work together as a single community.

Chair Lucey announced Agenda Item 5 would be heard after Agenda Item 6.

17-0980 **AGENDA ITEM 6** Discussion and possible action to direct staff to draft and bring back for approval the resolutions, agreements and other documents necessary for: (1) Washoe County and the Reno-Sparks Convention and Visitors Authority (RSCVA) to transfer approximately 75 acres of property currently used by RSCVA for Wildcreek Golf Course to the Washoe County School District (WCSD) for a high school; (2)

Payment by the WCSD to Washoe County, RSCVA and the City of Sparks for costs of the original site purchase, the development and operation of effluent water service to Wildcreek, and the new development on the Wildcreek site of a commercially viable public golf course; (3) RSCVA to divest itself of any remaining interests in Wildcreek Golf Course lands; and (4) Conveyances of stream, ditch, river and effluent water rights to serve the future uses of the Wildcreek site and to compensate for past and future costs of property development. Manager's Office. (All Commission Districts.)

Assistant County Manager Dave Solaro stated the property at Wildcreek Golf Course was currently owned by the Reno Sparks Convention and Visitors Authority (RSCVA) and according to Nevada Revised Statute (NRS) 244, the Board of County Commissioners (BCC) had to take action on any possible sale. He said it would first need to be determined if the RSCVA was willing to divest itself of its interest in the property and if Washoe County was willing to take on the public purposes associated with the property. He introduced Washoe County School District (WCS D) Chief Operating Officer Pete Etchart.

Mr. Etchart conducted a PowerPoint presentation consisting of slides entitled: The High School at Wildcreek Land Acquisition Proposal (two slides); "Strategic Blueprint" for Overcrowding and Repairs; WCS D "Strategic Blueprint" Phasing – High Schools; Project Timeline; Wildcreek Project; Two High School Projects!; Regional Letter of Intent; Project Timeline; Site Assessment for New High School in the Wildcreek Area; Sun Valley MS Alternative Locations; and Future North Reno/Sparks High School Alternative Sites Overview.

Mr. Etchart spoke about the structure of the land acquisition proposal. He explained the title to the land was held in the name of County of Washoe, State of Nevada acting through its Reno Sparks Convention and Visitors Authority. He said everyone agreed the land was essentially owned by the RSCVA since RSCVA funds were used to purchase the property. The land was currently being utilized as the Wildcreek Golf Course. The site included 69 acre feet of Truckee River water rights which were delivered to the property by the Orr Ditch. Additionally, the property included roughly 507 acre feet of Wells Creek water rights; however, those rights were mostly aesthetic in value and were not considered transferable. The RSCVA had \$1.3 million in liability related to a 1997 effluent agreement with the City of Sparks which would expire in 2022. In exchange for providing effluent water to the site, the City of Sparks held 448.88 of Truckee River water rights that would be given back to the RSCVA once the agreement was terminated.

Mr. Etchart explained the land transfer and purchase process under the proposed agreement He said the agreement would transfer or quit claim the Wildcreek property to Washoe County at no cost. Washoe County would then sell 75 acres of land, or whatever was needed for the high school, to the WCS D for the final appraised value. Washoe County would be responsible for maintaining the approximately 137 acres of

remaining Wildcreek property for public purposes. He said the preliminary appraisal of the land to be sold to the WCSD estimated a value of \$20,000 to \$25,000 per acre, depending upon the actual final location of the school. He estimated the total expenditure for the land transfer purchase would be \$1.5 million based on a cost of \$20,000 per acre and the assumption the school would be built on the northern part of the site.

Mr. Etchart next spoke about the dissolution of the effluent agreement. He stated the County would pay the RSCVA \$1.3 million, which would then be paid to the City of Sparks to pay off and terminate the effluent agreement. In return the RSCVA would receive the 448.48 acre feet of Truckee River water rights that were associated with that agreement.

Mr. Etchart went on to explain the water rights transfer. He said the RSCVA would transfer the 507 acre feet of water rights associated with Wells Creek to the County at no cost, which he again noted had only aesthetic value. He stated the RSCVA would also transfer the 69 acre feet of the Orr Ditch water rights associated with the property plus the 448 acre feet of water rights associated with the City of Sparks effluent agreement for a total of 518 acre feet to Washoe County at no cost. The County would then retain approximately 200 acre feet of the Truckee River water rights to provide for future public purposes at Wildcreek and the WCSD would purchase the remaining 318 acre feet from the County. The estimated expenditure for the 318 acre feet of water rights was \$7,000 per acre foot for a total of \$2.23 million according to the appraisal report.

Mr. Etchart summarized the actions of each entity with regards to the proposed sale and transfer agreement as follows:

The WCSD would pay off the balance of the RSCVA's effluent agreement with the City of Sparks, it would pay the appraised value for sufficient land and water rights to serve a new high school at Wildcreek and it would purchase excess water rights for future schools for a total expenditure of approximately \$5 million. In return, the WCSD would receive sufficient land and water rights for the new high school plus approximately 230 acre feet of water rights for future schools.

Washoe County would receive the balance of the proceeds from the sale of the land and water rights minus the RSCVA's original purchase price of the property for a total gain of approximately \$2.75 million to be utilized for public purposes at the remaining Wildcreek property. The County would also retain sufficient Truckee River water rights to serve the anticipated public purposes at that property.

The RSCVA would receive \$1.3 million associated with the City of Sparks effluent agreement to pay off the debt, it would be relieved of all debts and obligations associated with the Wildcreek Golf Course, and it would receive back the original purchase price of the Wildcreek property which amounted to \$979,706.50.

Lastly, the City of sparks would receive \$1.3 million to terminate the current effluent agreement with the RSCVA. The City would then enter into two separate new effluent service agreements, one with the WCSD to provide effluent to the site for the irrigation of ball fields and one with the County for the public purposes at the remaining Wildcreek property. Both the WCSD and the County would be submitting water rights to the City to offset effluent use. Mr. Etchart stated most importantly Sparks would receive a new high school which would relieve overcrowding at Spanish Springs High School.

Mr. Etchart speculated the land and water rights transfer could be completed in the summer of 2018 if it was approved. He thanked everyone who was involved in putting the reports together for the presentation.

Mr. Solaro stated he was given direction to ensure the golf course at Wildcreek did not end up as open space and become a community eyesore. He said through efforts to retain the community's recreational opportunities, he had worked with the School District through their development process towards maintaining a nine hole championship golf course at Wildcreek as well as the retention of the existing club house and parking lot. He assured the BCC the different proposals and the numbers had been reviewed and as long as the school was placed in the northern portion of the parcel, the County would be able to provide for an affordable golf experience for the community. He noted the BCC had given direction to ensure the golf course would pay for itself and to ensure it would not be subsidized by the County's general fund. He believed the golf course would be viable and commented he was excited about the possibilities for open space connectivity through the property for County citizens.

Commissioner Berkbigler asked Mr. Solaro if the \$2.75 million that would be returned to the County would be sufficient to upgrade the golf course including the needed improvements to the carts and the clubhouse. Mr. Solaro replied, based on the preliminary numbers, roughly \$2.4 million would be necessary to upgrade the irrigation system, build a new driving range and rehabilitate the new course as well as the parking lot and the clubhouse. There would also be some money left over to begin operations at the course and for the development of a master plan for the balance of the site. He stated there might not be enough to replace the carts, but that would be part of the operational discussion with whomever the County selected to run the golf course.

Commissioner Hartung inquired whether it was anticipated the purveyor of the Sierra Sage Golf Course would also oversee the new course to which Mr. Solaro replied yes. Mr. Solaro said it was his intention to bring that back to the BCC at a future date. Commissioner Hartung wondered if it would be prudent to have that purveyor come forward to discuss how that would happen. He stated he wanted to see the funds from the sale of property and water rights fenced so they could not be spent on anything but the golf course. Chair Lucey said the request could be brought back at a future meeting.

President and Chief Executive Officer (CEO) of the RSCVA Phil DeLone stated his staff analyzed the information provided by the WCSD and supported the transaction.

Chair Lucey asked if there were any questions from the Board members related to the presented information.

RSCVA Member Ed Lawson asked Mr. Etchart when he anticipated the land would transfer to the WCSD and Mr. Etchart replied they expected that to take place in the summer. Member Lawson wondered if the County would hold the land in the interim and Mr. Etchart stated he thought it would continue to be held by the RSCVA until the transfer took place. Member Lawson said he worried about losing both the golf course and the school. He worried about the potential for the Capital Funding Committee and the School Board to vote no on the deal if the anticipated costs reached a certain level and he wanted to ensure the WCSD did not end up with a piece of land with a golf course they had no desire or ability to run. He noted there were some very serious mitigation factors involved, such as the realignment of the Orr Ditch and the widening of Sullivan Lane. He said it was unknown what sort of mitigation the City of Sparks would require because the City had not yet been presented with an application. His desire was for either the RSCVA or the County to hold the land until the WCSD obtained a Sparks permit. He believed this would ensure the golf course would remain "as is" if the project did not go forward. He noted the abandoned D'andrea Golf Course had been vandalized and was a nuisance; he did not want another abandoned golf course in Sparks.

Mr. Etchart spoke about how one would break down the cost of a high school and said there were three components to consider. He said one of the three components would have to be altered to lessen the cost of a school. The first consideration was the site location and he claimed the WCSD had gone through a great deal of trouble and effort to ensure the Wildcreek location was the most cost effective site. He commented he felt very confident they would not be able to find another 75 acres of land anywhere else for the same cost and with the same water rights. If the location of the site was removed from the equation, there were two other options to contemplate. He said the building system was universal for every school and it was based on a very thorough analysis of the life cycle costs for a school they hoped would last 50 to 100 years. He stated some of the elements put into the schools cost more up front, but those elements paid for themselves over and over again throughout the life of a facility. The last consideration involved the educational specifications such as classrooms, athletic fields and programs like music. He remarked one of those three components would have to be changed in order to reduce costs.

Mr. Etchart stated the WCSD felt strongly that the school was needed and he had heard nothing from the WCSD Board of Trustees or the community to the contrary; people recognized there was a need for the school. He declared he was 100 percent confident the District would be making a recommendation to its Board of Trustees to move forward with the project due to the information in the due diligence report. He conceded the Capital Funding Protection Committee and the Board of Trustees

would have to approve the project, but noted the Capital Funding Protection Committee had been approving each step thus far. He announced if the project was approved by the BCC and the RSCVA during this meeting, he would be seeking approval of design contracts through the Board of Trustees later in the day.

Regarding the mitigation impacts, Mr. Etchart said the issues with the Orr Ditch and Sullivan Lane were known and the District was completely at ease with mitigating those constraints. He said if the sale of the property and water rights was delayed the transfer would probably take place sometime next winter and he knew the County wanted to start planning for what was next at the site.

Member Lawson acknowledged Mr. Etchart's confidence, but he was concerned about the increasing budget for the school which had risen from \$140 million to \$190 million. Due to the ever increasing budget he believed there was a possibility the Board of Trustees would not vote for the school. He professed his concern for the increased traffic in the neighborhood.

Mr. Etchart replied the rising costs of construction were not unique to the WCSD. He said the good thing was that the District's revenues, which were derived from sales tax and property tax, were also rising. He commented when the building of any school was being considered, there were three questions to consider: whether or not it was needed, if it fit into the budget and if the District had the resources to pay for it. He asserted he could say yes to all of those questions. The school was needed, it was in the budget, the District had the resources and the recommendation would be made to the Board of Trustees.

Member Lawson stated the residents at Wildcreek were not against building schools; most of them voted for the tax. The residents were just not in favor of the location. However, he conceded the WCSD had made some good compromises in the previous six to eight months and he appreciated the work the District had done. He noted it would not be easy to go back and retrofit a golf course.

Mr. Etchart added they expected to break ground in December of next year if the project moved forward. He said the operation of the golf course would involve the County and the RSCVA, but the District would know long before the next summer whether or not they had the approval of the Board of Trustees to move forward with the school.

Commissioner Hartung stated he respected Member Lawson's comments and what the City of Sparks was requesting since Sparks would have to deal with the mitigation of any impacts.

On the call for public comment, the following people spoke in opposition to the proposal of building a high school at the current location of the Wildcreek Golf Course: Mr. Jeff Bonano, Mr. Wesley Griffin, Mr. Rich Lawlor, Mr. George Lee, Mr.

Douglas Clem, Ms. Dianne Antonitsch, Mr. Pat Ward, Ms. Kim Tracy, Mr. Charles McCubbins and Ms. Tammy Holt-Still.

The above individuals expressed concerns including: the WCSD had been struggling with money management and needed to prove accountability and effective use of taxpayer dollars before they were granted any land; the WCSD had a history of issues and \$200,000 was spent to present only one side of the argument; the school would not be strategically located to account for future growth; concerns about the land being transferred before the project was approved risking the golf course on the property; the laws regarding flight paths and the heights of buildings were meant for flat land and not the hilly areas such as the proposed site of the high school; the trip rates in the due diligence report were flawed; the golf course was paid for by user fees rather than the RSCVA and any money received for the site should go back into the golf course; a decision should not be made based on unknowns; the green space should be retained; the Wildcreek Golf Course was a community asset; the projected costs of the new high school were not feasible; concerns about the cost to move utility poles and widen roads; the two-lane road was not sufficient for all the bus and student traffic; military planes flew low over the area and created a lot of noise; the population was growing with increasing numbers of people who would want to play golf; the WCSD did not know how to budget; Washoe County Question 1 (WC-1) was not meant to be a cash cow; lack of confidence in the WCSD; worries about how students would get to school and the potential danger to those who had to walk; costs were unknown; there would not be room for potential flooding; the Governor recently bailed out the WCSD due to a monetary shortfall and the WCSD was responsible for the current issues at Hug High School. Suggestions were made to: to take the time to examine the issues more closely before spending \$2 million prior to the transfer of the land; apply a spending cap; consider other locations; require the WCSD to be held accountable for the money they spent to date and ask the District to provide information about how much money had been spent looking at other locations; turn the Wildcreek Golf Course over to a professional management company; direct energies to the renovation of Hug High School; renovate the empty building situated at the intersection of Vassar street and Kietzke Lane to create a technical college and the WCSD should spend money on infrastructure rather than a new school.

The following people spoke in favor of the proposal to build a high school at the current location of the Wildcreek Golf Course: Ms. Carly Lott, Ms. Alejandra Alcaide Garcia, Ms. Araceli Salazar, Mr. Pablo Nava-Duran, Ms. Anhelica Hafley, Mr. Derek Sonderfan, Mr. Najeh Abdullalil and Ms. Shae'leah Paige.

The above individuals expressed concerns including: students were unable to choose to go another school when they found their classrooms lacking; having a new school at Wildcreek would make students feel valued in the community; student voices were as important as anyone else's; there were numerous issues with Hug High School's bathrooms; issues with Hug High Schools's parking lot and school floors created safety concerns; promises for repairs at Hug High School were not addressed and students felt undervalued; building delays would cost money due to the inflation rate; students going

to Hug High School should not have to endure damaged and unsafe facilities while students in other areas did not; it would alleviate double sessions which studies had shown were ineffective and increased wear and tear on schools; the fact that Wildcreek was in a flight path did not present undo danger to the students; student education was more important than another place to play golf; according to the Organization for Economic Cooperation and Development (OECD) school infrastructure affected the quality of education and scores were lower among student who attended schools with poor infrastructure; the selection of the Wildcreek site would hasten the alleviation of overcrowding; the primary focus should be education rather than location; building the school at Wildcreek was in keeping with Washoe County's mission to provide and sustain a secure, safe and healthy community and the new high school would provide a place for students to feel safe and comfortable. A suggestion was made that disc golf was an affordable recreation alternative for people of all ages.

Mr. Mike Mazzaferri, Mazz Golf Management, noted publicly owned golf courses had experienced a downward spiral and said he and his wife had proven a public golf course could survive and thrive with quality management. He believed a golf course could co-exist with a high school in Wildcreek. He said golf was the step child of recreation centers because unlike swimming centers, athletic fields and dog parks, golf courses were not built or equipped with the help of financing through revenue bonds. He urged the Board to guarantee that golf would remain at Wildcreek as part of the deal.

Commissioner Herman mentioned during a recent meeting held at Hug High School someone asked how many people would accept the building of the new school if the Wildcreek Golf Course could retain nine holes. She noted most of those in attendance seemed to find that satisfactory.

RSCVA Board Member Vick Wowo commented from the standpoint of the RSCVA Board of Directors, this was not a political issue but rather a business decision. The RSCVA had a fiduciary responsibility to ensure it was healthy and in alignment with its mission statement. He did not think that was currently happening with the Wildcreek Golf Course.

Commissioner Hartung agreed this was not a political decision between parties, but rather it was divided by the idea that certain pieces of infrastructure had to be in place and mitigations had to be dealt with. He remarked traffic in the area of Eagle Canyon was terrible and the WCSD had not been required to mitigate the impact of Shaw Middle School when it was built. There had also not been any traffic mitigation for people who lived on Sky Ranch Boulevard. He refuted the claim that the WCSD was not doing a good job of educating kids. He said the Regional Transportation Commission (RTC) paid \$10.8 million for the land at Rosewood Lakes which he compared to value placed on the land at Wildcreek. He said he was in favor of letting the City of Sparks deal with the planning issues. He stated traffic would be increased by students and busses coming from McCarran Boulevard and that would have to be mitigated. He said compromise meant no one got everything they wanted.

Chair Lucey declared the Boards had been presented with a recommendation which was proposed by the RSCVA and after discussion, hearing public comment, and consideration of the data presented it was time to make a business decision. As Chair of the RSCVA, he called for motion.

For the RSCVA, Member Wowo moved to transfer the Wildcreek property to Washoe County at no cost and for the 448.88 acre feet of Truckee River water rights to be returned to the RSCVA from the City of Sparks upon payoff of the effluent agreement.

Chair Lucey mentioned there was motion language in the staff report which included other items and asked if Member Wowo intended to include the recommended language in his motion. Member Wowo confirmed his intention to include the recommended language in his motion. RSCVA Board Member Bill Wood seconded the motion.

Deputy District Attorney David Watts-Vial noted he was the legal advisor for the Washoe County Commission and suggested the motion include there would be negotiations based on, but not limited to, the WCSD term sheet that was provided.

Chair Lucey asked RSCVA legal Counsel Ben Kennedy if he agreed with the suggestion made by Mr. Watts-Vial and Mr. Kennedy replied in the affirmative.

Member Wowo agreed to amend the motion language as suggested by Mr. Watts-Vial and the seconder concurred.

Member Lawson asked Member Wowo to amend his motion to state the property would not be transferred until the WCSD obtained the necessary permit from the City of Sparks.

In response to a question by Chair Lucey, Member Lawson clarified he agreed with the recommended motion including the suggested addition by Mr. Watts-Vial; however, he wanted to ensure the transfer of the property would not occur until a permit was obtained from the City of Sparks. He explained this would allow the property to remain as a golf course in the interim and would avoid the possibility of transferring a piece of land to an entity that had no desire or ability to run a golf course.

Member Wowo stated the RSCVA had a fiduciary responsibility and was currently losing \$245,000 per year on the golf course, but he appreciated Member Lawson's comments and accepted his suggested addition to the motion.

RSCVA Board Member Nat Carasali stated he did not support Member Lawson's suggested addition to the motion language.

Chair Lucey confirmed Member Wowo was willing to amend his motion to reflect Member Lawson's recommendation and asked Member Wood, the seconder, if

he agreed. Member Wood requested further discussion regarding how the timing of the project would be affected by the additional requirement.

Mr. Kennedy stated he did not think the terms sheet determined the timing with any certainty. He agreed with Member Lawson that the timing would be dependent upon how the WCSD wanted to move forward. From the RSCVA's perspective, he thought a deal structure could be crafted in any way the Boards directed. The land could either be transferred immediately if the WCSD was willing to accept it or the land could be transferred upon the approval of permits or any other conditions.

Chair Lucey said the recommendation in the staff report suggested the RSCVA Board of Directors direct staff to draft and bring back any resolutions, agreements or other necessary documents for approval. He thought the resolutions could include timelines and asked Mr. Kennedy if his assumption was correct.

Mr. Kennedy concurred with Chair Lucey and stated the current "high level" resolution was only meant to cover the main points. He agreed with Chair Lucey that the specifics could be honed in during future meetings.

Chair Lucey concluded there was no need to amend the motion further. He asked Member Wowo to restate his motion.

Member Wowo moved to go forward with the recommendation as stated in the RSCVA packets with the addition of the amendment suggested by the District Attorney. Member Wood seconded the motion. On call for the vote, the motion carried with Member Lawson voting "no".

Next, Chair Lucey stated the BCC would consider their vote on the matter.

For the BCC, Commissioner Berkbigler moved to direct the staff to draft and bring back for approval the resolutions, agreements and other documents necessary for: (1) Washoe County and the Reno-Sparks Convention and Visitors Authority (RSCVA) to transfer approximately 75 acres of property currently used by RSCVA for Wildcreek Golf Course to the Washoe County School District for a high school (WCSD); (2) Payment by the WCSD to Washoe County, RSCVA and the City of Sparks for costs of the original site purchase, the development and operation of effluent water service to Wildcreek, and the new development on the Wildcreek site of a commercially viable public golf course; (3) RSCVA to divest itself of any remaining interests in Wildcreek Golf Course lands; and (4) Conveyances of stream, ditch, river and effluent water rights to serve the future uses of the Wildcreek site and to compensate for past and future costs of property development.

Mr. Watts-Vial suggested the BCC make the same amendment that the RSCVA made in its motion directing staff to negotiate based on, but not limited to, the WCSD's term sheet.

Commissioner Berkbigler accepted the amendment suggested by Mr. Watts-Vial. Commissioner Jung seconded the motion.

Commissioner Berkbigler stated although she made the motion, she wanted to clarify her concerns. In regards to the location of the school she hoped the WCSD would choose the option to place the school farther away from homes and on the northern part of the parcel to allow for the retention of the Wildcreek clubhouse, the nine hole golf course and open space.

Commissioner Hartung expressed concern about whether or not the motion included the value the WCSD had established for the property. Mr. Watts-Vial responded it was his understanding the value was described within the term sheet provided by the WCSD. Commissioner Hartung stated he did not support that value and he thought more due diligence was needed. He was very concerned about the City of Sparks and the permitting process.

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

**END OF CONCURRENT MEETING AND AGENDA OF THE
WASHOE COUNTY BOARD OF COMMISSIONERS AND THE
RENO-SPARKS CONVENTION & VISITORS AUTHORITY**

12:37 p.m. The Board of County Commissioners recessed.

2:00 p.m. The Board reconvened in regular session with all members present.

Chair Lucey announced Agenda Item 5 would be pulled from the agenda since there would be another opportunity later in the meeting for announcements.

CONSENT AGENDA ITEMS – 7A THROUGH 7G2

17-0981 7A1 Approval of minutes for the Board of County Commissioner’s concurrent meeting of November 6, 2017. Clerk. (All Commission Districts.)

17-0982 7A2 Acknowledge the communications and reports received by the Clerk on behalf of the Board of County Commissioners. Clerk. (All Commission Districts.)

17-0983 7B Request by Department of Human Resources/Labor Relations to initiate proceedings to amend the Washoe County Code, Chapter 5 - Administration and Personnel - by repealing provisions relating to the family and medical leave act (FMLA) at section 5.270 and direct County Clerk to submit the request to the District Attorney for preparation of the

repeal pursuant to Washoe County Code Section 2.030 and 2.040. Human Resources. (All Commission Districts.)

17-0984 **7C** Approve Interlocal Contract between Registrar of Voters and Secretary of State to allow for transfer of ownership of legacy voting equipment and subsequent disposal of same. Registrar of Voters. (All Commission Districts.)

17-0985 **7D** Approve to accept a 2017 Department of Homeland Security (DHS) State Homeland Security Program (SHSP) grant passed through the State of Nevada, Division of Emergency Management for [\$115,000.00, no County match required], for a Continuity of Operations and Continuity of Government project; authorize food purchases for Planning and Training events. Grant term is retroactive from September 01, 2017 through August 31, 2019. If approved, authorize the County Manager or his designee to sign the SHSP Grant Award; and direct the Comptroller's Office to make the appropriate budget amendments. Manager. (All Commission Districts.)

17-0986 **7E1** Approve an Employee Residence Agreement between Washoe County and Michael J. Fox (Washoe County Sheriff's Office Deputy) effective December 18, 2017, to allow occupancy within the County owned residence located at 330A Sunset Boulevard, Gerlach, Nevada. Community Services. (Commission District 5.)

17-0987 **7E2** Accept a Pack Internship Grant from the Nevada System of Higher Education through University of Nevada, Reno [in the amount of \$2,880 over two years, at \$1,440 per year; no match required; voluntary participation in year three at a cost to Washoe County of \$1,440, funded with pooled position appropriations]; through July 31, 2020; and if accepted, authorize the Assistant County Manager to execute the University-Intern Site Agreement for Placement of Students Pack Internship Grant Program and all associated grant related documents; and direct the Comptroller's Office to make the necessary budget amendments. Community Services. (All Commission Districts.)

17-0988 **7E3** Award Washoe County Bid No. 3035-17 for the purchase of one (1) replacement Hydrostatic Four Wheel Drive Articulated Multi-Purpose Tractor to the lowest responsive responsible bidder, Sierra Equipment Supply, P.O. Box 8400, Truckee, CA 96162, on behalf of Equipment Services and the Roads Operation of the Community Services Department [\$118,300.00 plus an option for an extended warranty not to exceed \$4,000]. Community Services. (All Commission Districts.)

17-0989 **7E4** Approve a Non-Exclusive Easement Amendment (Washoe County Sanitary Sewer Pipeline) between Washoe County and the State of Nevada Division of State Lands, due to an increase in the fee associated with the

Easement [\$350 annually] and to a change in terms regarding late fees. Community Services. (Commission District 1.)

- 17-0990** **7E5** Approve a request for sponsorship of the Cyclocross National Championships 2018 which will be held at Rancho San Rafael Regional Park, January 9-14, 2018; waive park facility rental and use fees [\$17,340] in consideration of Washoe County being recognized as a Silver Level Sponsor; and authorize the Assistant County Manager to sign the Agreement between Washoe County and Glacier Cycling LLC. Community Services. (Commission District 3.)
- 17-0991** **7E6** Approve a change order [\$11,500] to the contract with Shaw Construction Company, Inc., to cover additional costs related to the Incline Community Center Phase I Improvements Project to perform additional work on the facility; and, approve a cross-functional transfer [\$27,000] within the Capital Improvement Fund from Culture and Recreation Function to Welfare Function; and if approved, direct the Comptroller's Office to make the appropriate budget adjustment. Community Services. (Commission District 1.)
- 17-0992** **7E7** Approve a Gift Deed between Grace Community Church of Reno, Grantor, and Washoe County, Grantee, to accomplish the transfer of property located at 3035 Accacia Way, Reno, Nevada, (APN 001-311-02) from Grace Church to Washoe County for use as a Recovery Home through Washoe County's Crossroads program; and if approved, authorize the County Manager to execute the Gift Deed upon successful completion of identified renovations within the property. Community Services. (Commission District 1.)
- 17-0993** **7F1** Approve amendments totaling an increase of [\$21,740.00] in both revenue and expense (no match required) for the FY18 Public Health and Health Services Block Grant IO#11454 and direct the Comptroller's office to make the appropriate budget amendments. Health District. (All Commission Districts.)
- 17-0994** **7F2** Approve amendments totaling an increase of [\$75,421.00] in both revenue and expense (\$25,000 non-federal match required) for the FY18 SNAP-Education Grant IO#11452 and direct the Comptroller's office to make the appropriate budget amendments. Health District. (All Commission Districts.)
- 17-0995** **7F3** Approve amendments totaling an increase of [\$13,636.00] in both revenue and expense (no match required) for the FY18 Tuberculosis Prevention - Substance Abuse Prevention and Treatment (SAPT) Block Grant IO#11457 and direct the Comptroller's office to make the

appropriate budget amendments. Health District. (All Commission Districts.)

17-0996 **7F4** Approve amendments totaling an increase of [\$12,000] in both revenue and expense (no required match) to the FY18 Tobacco Prevention Program IO#11238; direct the Comptroller's office to make the appropriate budget amendments. Health District. (All Commission Districts.)

17-0997 **7G1** Accept grant funding [\$79,914 with no county match] from the State of Nevada Department of Health and Human Services for labor, toxicology, and travel expenses relating to opioid-related deaths, retroactive from October 19, 2017 through August 31, 2018; authorize the Chief Medical Examiner & Coroner of the Washoe County Regional Medical Examiner's Office to sign the award and approve amendments; and direct the Comptroller's Office to make the necessary budget amendments. Regional Medical Examiner. (All Commission Districts.)

17-0998 **7G2** Approve agreement between Washoe County and Sierra County for forensic pathology services provided by the Washoe County Regional Medical Examiner's Office for a period of up to three years effective retroactively on July 1, 2017. Regional Medical Examiner. (All Commission Districts.)

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

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Consent Agenda Items 7A through 7G2 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 7A through 7G2 are attached hereto and made a part of the minutes thereof.

BLOCK VOTE – 8, 10 AND 11

17-0999 **AGENDA ITEM 8** Resolution supporting an application to the United States Department of Transportation and the Federal Aviation Administration to join the City of Reno as Unmanned Aircraft Systems Integration Pilot Program participants, in conjunction with a private-sector consortium led by Flirtey Inc. Manager. (All Commission Districts.)

Owen Galassini stated Flirtey Inc.'s mission was to change lifestyles and save lives. He stated partnering with the Federal Aviation Administration and the Department of Transportation would expedite their process and give them permission to test drone delivery. Chris Galassini thanked the Board for hearing the item so quickly. Owen added they were working with the Cities of Reno and Sparks as well as the Sheriff's Office.

When asked by Chair Lucey how long they had been involved with Flirtey, Owen answered he had been with them since the start of the company as a mechanical engineer from the University of Nevada Reno. He and Chris had built Flirtey's first aircraft which was currently in the Smithsonian Museum. Chair Lucey thanked them and looked forward to supporting the project.

County Manager John Slaughter noted staff would bring back the team agreement for approval at a future board meeting.

There was no public comment on this item.

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

17-1000 **AGENDA ITEM 10** Recommendation to accept a grant [in the amount of \$2,150,528] from the Nevada Division of State Lands, Conservation and Resource Protection (SQ-1) Grant Program for Phase V of the Lake Tahoe Bike Path Project, retroactive from July 1, 2017 to December 31, 2018, [match of \$17,890,010 provided by Tahoe Transportation from various federal, state and local agencies]; approve the "Agreement Regarding November 2002 State Question 1: Parks and Open Space Bond Issue-Lake Tahoe Bike Path Project Funding" between Washoe County and Tahoe Transportation District, retroactive to July 1, 2017 for the implementation of Phase V of the path; authorize the Assistant County Manager [David Solaro] to execute all appropriate grant and Tahoe Transportation District related agreements and documents; and, direct the Comptroller's Office to make all necessary budget amendments. Community Services. (Commission District 1.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10 be accepted, approved, authorized, and directed.

17-1001 **AGENDA ITEM 11** Recommendation to approve a Master Consulting Software Agreement with Sivic Solutions Group to provide hosted support for automated IV-E claiming and random moment in time systems and technical assistance and strategic planning support for cost allocation plans within the Human Services Agency in the amount of [\$313,245]; and authorize the Chair to sign the Agreement. Human Services Agency. (All Commission Districts.)

There was no public comment on this item.

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

17-1002 **AGENDA ITEM 9** Recommendation to: 1) acknowledge receipt of an update on the 2017 North Valleys Flood Incident; 2) direct staff to submit Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant applications for the proposed purchase of specific residences located within the Swan Lake FEMA designated floodplain that were impacted by the 2017 presidentially declared February 2017 flood; and 3) approve the transfer of up to [\$300,000] as needed from contingency funds to the Capital Improvement Fund for the construction of additional temporary flood barriers in the Swan Lake area; and direct the Comptroller to make the appropriate budget appropriation transfers as necessary. Community Services. (All Commission Districts.)

Dwayne Smith, Division Director of Engineering and Capital Projects, presented a PowerPoint presentation including slides with the following titles: 2017 North Valley Flood Update; Summary of 2017 Flood Event (3 slides); Flood Response – Public Safety Mission (3 slides); Map of Swan Lake; FEMA – HMGP Acquisition and Demolition; 2017/18 Current Activities and Preparation; Clarification and Facts (2 slides); and Outlook/Next Steps. He added he would focus on things that had changed since he last presented before the Board.

Mr. Smith mentioned the two presidentially-declared disasters created the opportunity for funding received by the County. Referencing the two graphs in the presentation, he pointed out the water level of Swan Lake dropped throughout the summer. However, because the ground was saturated, two rain events in November caused the levels to rise by 5 inches in Swan Lake and 9 inches in Silver Lake.

Mr. Smith said two waste water treatment plants, the County's in Lemmon Valley and the City of Reno's in Stead, discharged water to the playa. To protect its plant the County spent \$750,000 to raise berms around it as well as around the sludge ponds. He stated the Nevada Division of Environmental Protection visited at least once a week and the County supplied the organization with an alternative pumping plan to be implemented if the plant ever became submerged. He noted the County had preserved the Hesco barriers that had been removed in case they had to be reinstalled to combat rising lake levels. He indicated if lake levels rose the County would continue to maintain and plow Deodar Way for access to the area by emergency vehicles and local residents.

Mr. Smith reviewed the map of Swan Lake and admitted the water had risen high enough by March that the County could not protect sections of Pompe Way. While the water levels behind the Hesco barriers had been dry for months, he acknowledged a summer thunderstorm caused water levels to rise into ditches; that water was subsequently pumped out.

Mr. Smith stated the hazard mitigation grant program (HMGP) was designed to eliminate recurring mitigation costs. He noted there were three properties in the area that had water in the living space; two were located on the dry side of the barrier and one was at the end of Pompe Way. He acknowledged there were residents who could not return to their homes because their septic systems were compromised. The residents who supplied a written notification of interest in the HMGP understood the County would acquire their home and property, demolish their home, and record a restriction against the deed of the property establishing that the property could never be built on in the future. He explained residents would purchase a home outside a Federal Emergency Management Agency (FEMA)-designated flood plain with the funding they received from the program. Residents recognized the program required 18 to 24 months from application to the time of funding, mainly because FEMA was limited by manpower due to addressing other national disasters. He indicated the County's 25 percent contribution would come from the proceeds of sales of properties it identified in Lemmon Valley. The total cost to the County if they pursued the acquisition of all nine homes would be \$452,000 and there was flexibility to add one more home. He noted if the assessed values continued to rise, the County would need to consider other funding sources.

Mr. Smith indicated if the Board authorized the purchase of additional Hesco barriers, the area where they would be placed would be pumped dry like the other protected areas in Lemmon Valley. He mentioned they held a winter preparation meeting two weeks prior with another scheduled for Saturday December 16, at which point they would provide updates and contact information to residents.

Mr. Smith stated it was incumbent upon him to provide facts and clarification of misinformation to the Commissioners to help them make decisions. He said he received calls from property owners asking for clarification on the letters the County provided regarding outstanding issues. He explained when the disaster occurred many of the requirements of the Nevada Division of Housing's (NDH) grant program, which provided funding for temporary housing, were set aside. He said the NDH informed the County they had to comply with Nevada State law requirements, which triggered the need to go through the application process.

Mr. Smith stated unequivocally the Hesco barriers were in place and would stay mission capable going into 2018. It was expected that after the disaster subsided the County would store the barriers to reuse as other needs arose in the County. He mentioned the County made repairs to barriers at points where vehicles had impacted them. He stressed the discharge into the playa from the treatment plant was not responsible for the rising floodwaters; the significant precipitation events were. He affirmed the County considered how to mitigate impacts from new development, citing its adherence to the Truckee Meadows drainage manual. He referenced a 2006 report which identified there could be impacts from new mitigation and without other mitigation soil could be removed from the basins to create more volume storage. At the time there was no funding to do large-scale capital improvement projects. Because of this, the drainage manual was updated to include volumetric mitigation for new development.

Mr. Smith indicated a plan was put in place before the flooding to review new options for the treated effluent water coming from the waste water plants. A partnership between the City of Reno, the University of Nevada Reno, and the Truckee Meadows Water Authority (TMWA) initiated a test program to determine what to do with the effluent water. One test hole was already drilled on TMWA property and it was anticipated two larger test holes would be drilled on County property near the Stead airport. He stressed these were planned for effluent storage, not flood response. He confirmed there had been no pumping of Silver Lake water into Swan Lake.

Regarding power poles, Mr. Smith pointed out the County used diesel pumps to drain water because of a lack of access to electricity. To reduce costs they were in the process of installing power poles and electrical feeds with the goal to convert to electric pumps. He indicated home elevation was a mitigation strategy covered under the HMGP that was commonly used in locations where floodwaters came up and receded quickly. FEMA's mission was to protect lives first and then property, all while trying not to spend public dollars on repeated issues. He said FEMA was less inclined to support home elevation in closed hydro basins instead of a home acquisition and demolition program. This was because even if a home was elevated, the septic systems, wells, and access to the home were still subject to flooding.

Mr. Smith noted staff was working collaboratively with the City of Reno and the director of the Truckee Meadows Flood Authority to create a flood response plan. He remarked the State identified a \$300,000 FEMA grant to pay for a significant portion of the flood mitigation plan. He felt more work could be done on the Truckee Meadows drainage manual regarding mitigation in closed hydro basins from new development. He concluded by outlining the three parts to the item that required guidance or action.

Commissioner Hartung asked if the \$3 million spent by the County on Swan Lake and Silver Lake mitigation included money from the Human Services Agency and Animal Services to assist people. Mr. Smith responded it did, as well as costs like mosquito abatement. Commissioner Hartung refuted complaints that Washoe County was doing nothing, citing the amount of money spent in Lemmon Valley.

When asked by Commissioner Hartung about the treatment plants, Mr. Smith replied around 220,000 gallons were discharged a day. He admitted more significant amounts were discharged during the January 9 and February 8 events due to inflow and infiltration. Commissioner Hartung calculated the discharge equaled about 20 acre feet a month. Mr. Smith noted Swan Lake was dry at the start of fall 2016 but after the precipitation events over 9,000 acre feet of water filled Swan Lake. Regarding evaporation, Mr. Smith said it was a function of many factors including temperature, humidity, wind, and most significantly surface area. He added the water level of both lakes dropped over 2.5 feet during the summer. He noted there was no discharge into Silver Lake, only Swan Lake. Commissioner Hartung emphasized the amount of water the County was putting into Swan Lake was within its parameters and he felt the development in the area and the sewer treatment plant were not solely responsible for Swan Lake's rise. He believed the County did not contribute substantively to the

flooding. He expressed further frustration at the assertion the County had done nothing and noted he was pleased they were participating in the buyout program. He opined an elevation program was an impermanent solution.

Commissioner Berkgigler inquired why a berm was being constructed now and not during the flood event. Mr. Smith replied when construction started in March of 2017 the floodwaters were higher and that created safety issues for the personnel installing the barriers. Another factor was the rapid rise in water levels during the November storms. Because of the safety issue, he stated they sandbagged the three homes on Pompe Way while the fourth already had water in its living space. He commented water did not rise into the three homes but since water had impacted septic systems, those residents could not live in their homes. He said with the current lower water levels they could erect barriers and pump water out to create dry conditions in those homes.

Prompted by Commissioner Berkgigler's questions, Mr. Smith said after water was pumped off those properties, the septic tanks would return to functionality after a time and residents could then decide whether to move back into their homes. He acknowledged building officials determined work such as levelling was needed in some of the homes. Commissioner Berkgigler asked if the Pompe homes were located in the existing lake bed, to which Mr. Smith noted they were in the FEMA-designated flood plain.

Chair Lucey remarked he and Commissioner Jung visited Lemmon Valley and praised the work the County had done. He acknowledged the construction could be an inconvenience but stressed it was done in an attempt to restore residents' lives. He pointed out there would always be challenges with a terminal basin. He noted Black Rock Desert was never pumped by Washoe County; water there was absorbed into the playa. He indicated nothing the County could do would change the current conditions of Swan Lake and Silver Lake, though the County was committed to prevent further damage via barriers or berms. He agreed the County needed to move forward with the FEMA grant application process to facilitate residents moving out of the flood plain.

Commissioner Herman stated she had been through two floods and supported the elevation of homes so people did not have to move. Though she expressed concern that half the affected residents could end up homeless, she acknowledged she would support the item.

Commissioner Jung asked whether water and sewer utilities could be elevated and Mr. Smith responded mound systems could be utilized in areas of high groundwater. Since these systems were not functional when water encroached upon the mound, they were reserved for areas where groundwater was close to the surface. When asked about the cost of connecting affected residents to sewer and water, Mr. Smith noted the City of Reno's development of 740 annexed acres would include construction of sewer collection mines. He clarified the planned development was largely to the east and there were no plans to construct collection systems in the affected residential areas. Mr.

Smith confirmed Commissioner Jung's assertion that the Board of Health did not allow people to live in homes without sewer and water.

On the call for public comment, Ms. Tammy Holt-Still referenced a graphic showing other areas in Stead with greater historical precipitation totals than Lemmon Valley experienced in 2017. She stated the change since 2008 was development. She cited a US Geological Survey that claimed urban sprawl and improper maintenance impacted flooding. She claimed the Lemmon Valley Swan Lake Recovery Committee never stated the County was not doing anything but referenced issues such as slow response times and misinformation given by staff.

Mr. William Gilbert spoke about Wedekind Creek and the new high school at the Wildcreek Golf Course. As he switched topics to the Evans Creek Plan Unit of 1988, Chair Lucey reminded him he had to address the Lemmon Valley mitigation plan. Mr. Gilbert added he was buying property on Northgate Drive near Lemmon Valley.

Commissioner Hartung asked what happened if the applications were denied. Mr. Smith responded when staff met with representatives from the State, they discussed utilizing the land as an exchange. Mr. Smith indicated FEMA was interested in pursuing that idea, though he acknowledged there could be challenges if the land values were significantly different. He said pursuing the sale of properties rather than transfers was the most pragmatic approach. He answered Commissioner Berkbigler's query by stating there were no large-scale residential developments approved by the County at this time.

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

PUBLIC HEARINGS

17-1003 **AGENDA ITEM 12** Public hearing: Second reading and possible action to adopt an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving the Amended and Restated Development Agreement with Apple, Inc. for Case Number DA11-001 for Reno Technology Park and Sparks Energy Park, approved by Ordinance 1476; which amendment permits the construction and operation of a certain Technology Park, and other matters properly related thereto. Community Services. (Commission District 4.)

The Chair opened the public hearing. Nancy Parent, County Clerk, read the title for Ordinance No. 1605, Bill No. 1791.

Assistant County Manager David Solaro announced there was an oversight when noticing the public hearing and he requested the Board defer the action to

the December 19 Board of County Commissioners meeting. County Manager John Slaughter suggested because the public hearing was noticed in the newspapers, Chair Lucey could take public comment but defer the item until December 19. Chair Lucey noted there was no public comment signed in.

County Clerk Nancy Parent asked whether she should keep the ordinance number or issue a new number the next time the ordinance was heard. Deputy District Attorney David Watts-Vial responded she could keep the same number.

After a brief discussion, Chair Lucey deferred the item until the December 19, 2017 meeting.

17-1004 **AGENDA ITEM 13** Public hearing: Second reading and possible action to adopt an ordinance amending Washoe County Code Chapter 110 (Development Code) within Article 422, Water and Sewer Resource Requirements, to remove the requirement to dedicate water rights to Washoe County for commercial, industrial, or civic uses in areas not served by the Truckee Meadows Water Authority, or a General Improvement District (formally defined in the proposed amendments); and other matters necessarily connected therewith and pertaining thereto. If the dedication requirement is removed, the new ordinance will allow for the re-conveyance of affected water rights that were dedicated in the past. Community Services Department. (All Commission Districts.)

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1606, Bill No. 1788.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried, Chair Lucey ordered that Ordinance No. 1606, Bill No. 1788, be adopted, approved and published in accordance with NRS 244.100.

17-1005 **AGENDA ITEM 14** Public hearing: Second reading and possible action to adopt an ordinance amending Washoe County Code Chapter 110 (Development Code) within Article 310, Temporary Uses and Structures, to update the standards within Section 110.310.35(g), Temporary Occupancy for the Care of the Infirm; and other matters necessarily connected therewith and pertaining thereto. The Code currently allows for temporary occupancy of a recreational vehicle (RV) or travel trailer by a person who provides care to an infirm resident of a single-family dwelling. The proposed update eliminates the requirement that it be the caregiver who temporarily occupies the RV or travel trailer and instead allows either

the caregiver or the infirm person to occupy the RV or travel trailer. Community Services Department. (All Commission Districts.)

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1607, Bill No. 1789.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, Chair Lucey ordered that Ordinance No. 1607, Bill No. 1789, be adopted, approved and published in accordance with NRS 244.100.

17-1006 **AGENDA ITEM 15** Discussion and possible action on evaluation of Washoe County Manager including but not limited to discussion of goals and results of Annual Evaluation Survey; possible action on increase in base salary and lump sum bonus pursuant to existing employment agreement, and amendments to employment agreement. Human Resources. (All Commission Districts.)

Chair Lucey invited Assistant County Manager Christine Vuletich to assume the Manager's seat for Agenda Item 15. Chair Lucey noted the presence of John Listinsky, Director of Human Resources, to assist in the discussion of the review process. Chair Lucey invited County Manager John Slaughter to the podium to make a statement regarding his review.

Mr. Slaughter acknowledged it was a challenging year, citing natural disasters, staff transitions, and opportunities for reorganization. He noted they faced these challenges while managing a conservative budget. He praised the organization's response to the natural disasters and mentioned over 300,000 acres of Washoe County had burned over the past year. He lauded the Washoe Leadership Program and hoped the program would be sustainable for years to come. He expressed pride in the Board of County Commissioners (BCC), his management team, and the employees within the County for the impact they made in the community every day.

Mr. Listinsky noted the evaluation process was the same as had been used since Mr. Slaughter's term began. He referenced a survey found in the evaluation packet which contained the results of a survey staff had distributed. Ms. Vuletich drew the Board's attention to the executive summary which provided an overview. She said the goal of the survey was to obtain insight on the County Manager's performance. The survey was completed by 37 elected officials, regional leaders, and County department heads. Questions focused on leadership, communication, community relations, inter-governmental relations, and BCC relations. She stated on averages the responses were very positive.

Commissioner Berkbigler pointed out how impressive Mr. Slaughter had been according to the executive summary. She praised County employees and agreed with Mr. Slaughter the team of Assistant County Managers was one of the best she had worked with.

Commissioner Jung expressed pride that the County had a balanced budget for the first time since Fiscal Year 2010/11 and had the highest general fund reserves in the region for local governments. She praised the first responders of the Little Valley fire for ensuring there were no fatalities. She commended the County's consolidation of various services into the Human Services Agency as it allowed the County to better serve its citizens. She mentioned completing the first statistically significant citizen survey and suggested doing it semi-annually. Citing backlash about salaries of people in positions like Mr. Slaughter, she pointed not only was the job a 24-7 job, but he also served on numerous boards and committees. She was comfortable with his salary and pointed out he had more longevity than most people in a comparable position. She pointed out the Impact Awards were well-received and the County print shop saved taxpayers \$177,000 annually. She said she was honored to continue to work with Mr. Slaughter.

Commissioner Hartung praised Mr. Slaughter for putting together a great leadership team to deal with the prior year's natural disasters. Commissioner Hartung stated good managers lead people as opposed to managing every facet and agreed with Commissioner Jung he was pleased Mr. Slaughter was the County Manager. He lauded the newest Assistant County Managers for handling things that were inherited from past Assistant County Managers. He expressed appreciation for his friendship with Mr. Slaughter and praised the Manager's availability and responsiveness. Commissioner Herman added she was grateful for Mr. Slaughter's advice, availability, attitude, and kindness.

Chair Lucey admitted it was a difficult year to be elected BCC Chair and praised Mr. Slaughter's expertise to guide them through a difficult legislative session. He cited unfavorable feedback from the survey and called Mr. Slaughter one of the strongest leaders he had ever met. He commented the best leaders are those who allowed employees to blossom instead of getting involved in every day-to-day decision. He read the unfavorable feedback and rebutted it saying Mr. Slaughter had a handle on what was happening in all departments at all times. He noted Mr. Slaughter stood up for his employees and allowed them to flourish on their own. He remarked other people in executive positions did not take their jobs as seriously as Mr. Slaughter and he commended the Manager for always putting the County first. He thanked Mr. Slaughter's family for allowing him to dedicate his energy since he was available and willing to act on situations at any time. He remarked the County had become a leader in the community in the four years Mr. Slaughter had been the Manager. Chair Lucey invited the author of the critical comments to meet with him so he could educate the author about Mr. Slaughter.

Chair Lucey asked Ms. Vuletich to review the history of the County Manager's salary discussions. She explained in 2016 the Board approved a 5 percent increase in salary and a 10 percent lump-sum bonus based on annual salary, of which Mr. Slaughter gave 10 percent to the Washoe Leadership Program. Additionally they extended the term of the County Manager's agreement to January 4, 2021.

When asked by Chair Lucey for parameters, Deputy District Attorney David Watts-Vial read Section 4B of the addendum to Mr. Slaughter's agreement, which had been signed the prior year. He and Chair Lucey confirmed Mr. Slaughter already received a cost of living adjustment (COLA) with all other County employees, which Mr. Listinsky clarified was a 3.5 percent increase. Both Commissioner Hartung and Commissioner Berkbigler referenced an article by *The Reno Gazette Journal (RGJ)* which claimed Mr. Slaughter was the third-highest paid person in northern Nevada. Commissioner Berkbigler suggested giving Mr. Slaughter a one-time bonus and having him continue to receive COLAs along with all County employees.

Commissioner Jung asked Mr. Slaughter for his opinion on the matter. Chair Lucey pointed out he managed \$1 billion in assets. Mr. Slaughter thanked the Board for its support. He remarked he was happy with the COLA he received and would leave the idea of a bonus up to the Board. He added he would defer 10 percent of any performance bonus he received to the Washoe Leadership Program.

Commissioner Herman felt they should approve a raise because of the article in the *RGJ*. Chair Lucey agreed and stated he did not let anyone dictate how he made his decisions. He felt the Manager was deserving of a raise and compared the challenges of managing the County to running the Reno-Tahoe Airport Authority and the Washoe County School District, whose presidents made more than Mr. Slaughter. Mr. Slaughter answered Chair Lucey's questions by saying he had worked for the County for over 31 years and, while his salary still contributed to the Public Employees' Retirement System, he was eligible for full retirement as of October 2016.

Chair Lucey recommended giving Mr. Slaughter an additional 1.5 percent COLA and a 10 percent one-time bonus. Commissioner Berkbigler agreed and reminded the board of the numerous natural disasters Mr. Slaughter handled throughout the year.

There was no public comment on this item.

On motion by Chair Lucey, seconded by Commissioner Jung, which motion duly carried, it was ordered that Mr. Slaughter be awarded a 1.5 percent COLA and a 10 percent one-time raise.

Mr. Watts-Vial advised Chair Lucey to provide a start date for the bonus. Additionally, he request the Chair direct staff to draft an amendment to the Manager's agreement consistent with the Board's direction and authorize the Chair to execute the amendment.

On motion by Chair Lucey, seconded by Commissioner Jung, which motion duly carried, it was ordered that Mr. Slaughter's bonus be effective January 1, 2018, staff be directed to draft amendments to the contract to reflect the discussed changes, and the Chair be authorized to sign and execute the document.

17-1007 **AGENDA ITEM 16** Public Comment.

There was no public comment.

17-1008 **AGENDA ITEM 17** Announcements/Reports.

County Manager John Slaughter promoted a winter preparation open house on Saturday December 16 at the Arrowcreek fire station.

* * * * * * * * * * *

3:52 p.m. There being no further business to discuss, the meeting was adjourned without objection.

BOB LUCEY, Chair
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Cathy Smith and Derek Sonderfan, Deputy County Clerks*

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Secretary of State
101 N. Carson Street, Suite 3
Carson City, NV 89701

and

County of Washoe
1001 E. Ninth Street, RM A135
Reno, NV 89512

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

WHEREAS, the Office of the Secretary of State (the "Secretary"), pursuant to a contract with Sequoia Voting Systems, Inc., dated March 19, 2004, purchased voting machines and maintenance equipment (collectively the "Equipment") for use in conducting Nevada elections;

WHEREAS, the Secretary purchased the Equipment with the proceeds of a federal grant and supplied the Equipment to the County of Washoe (the "County") for the use and benefit of the County in conducting elections;

WHEREAS, the Equipment is obsolete and will be replaced by the County prior to the 2018 primary election;

WHEREAS, the Secretary and the County wish to dispose of the Equipment by returning it to Dominion Voting Systems, the successor in interest to Sequoia Voting Systems, Inc., and/or to Dominion Voting Systems' successors, assigns, agents and independent contractors (collectively "Dominion") in exchange for a possible credit to be applied by Dominion to the County's purchase of replacement voting machines and equipment from Dominion;

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action by each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval to June 12, 2018, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause.

17-0984

The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

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

6. CONSIDERATION. The County agrees to dispose of the Equipment by delivering the Equipment to Dominion in the manner best suited, as determined by Dominion and the County, to preserving the Equipment in a condition that Dominion deems satisfactory for recycling, refurbishing, reconditioning and/or resale by Dominion. In consideration of the County's agreement to so dispose of the Equipment, and in order to effectuate its disposition in the manner provided by this paragraph, the State hereby assigns to the County all of its right, title and interest in the Equipment, as identified in Attachment A. Any payment or credit made by Dominion to the County upon the delivery of the Equipment shall be applied by the County toward the County's purchase of replacement voting machines and equipment. The receipt by the County of any funds, credits or other consideration for the transfer of the Equipment shall be documented by the County and reported to the Secretary of State within thirty (30) days of any such transaction.

7. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

d. Inventory Controls. The County agrees to manage equipment acquired with federal funds, including successive equipment, in accordance with the provisions of OMB Circular 102 as it applies to the Help America Vote Act. Such inventory control shall include a system for state and local election officials to locate equipment in storage or use, and provide basic information for all equipment such as details regarding acquisition, condition, disposition, and use. The source for these requirements can be found at 41 CFR Section 105 – 71.132(d)(2).

8. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

9. 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. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

10. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

11. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

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

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

14. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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

16. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

17. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

18. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

19. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

20. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

OFFICE OF THE SECRETARY OF STATE

By _____ Date: _____
Title:

COUNTY OF WASHOE

By  Date: 12/12/17
Title: Chair, Washoe County Commission
Approved as to Form:

Deputy Attorney General Date: _____

**INTERLOCAL AGREEMENT
FOR FORENSIC PATHOLOGY SERVICES**

THIS AGREEMENT is made the 1st day of July, 2017, by and between Sierra County on behalf of its Sheriff/Coroner (hereinafter "County") and Washoe County, a political subdivision of the State of Nevada on behalf of the Washoe County Regional Medical Examiner's Office (hereinafter "WCRMEO").

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 County and WCRMEO are public agencies with the meaning of the Interlocal Cooperation Act, and

WHEREAS County desires that WCRMEO provide forensic autopsies, medical examinations and medicolegal consultations to County as needed; and

WHEREAS WCRMEO is willing and able to provide such services for County;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Services:

A medical examiner or forensic pathologist with WCRMEO will perform forensic autopsies, medical examinations and medicolegal consultations deemed necessary by County in consultation with WCRMEO.

Traumatic or suspicious death cases occurring in County which County determines require a forensic autopsy or medical examination or medicolegal consultation may be referred to WCRMEO. County shall notify WCRMEO and provide necessary records as soon as possible after County determines that the referral is necessary and in any event before the body is transported to the WCRMEO facility.

Autopsies, medical examinations and medicolegal consultations shall be conducted by WCRMEO in accordance with WCRMEO policies.

WCRMEO will complete a written report on all autopsy and medical examination cases conducted for County and will provide that report to County in a timely manner.

2. Storage and Release of Bodies:

Bodies sent to WCRMEO for examination shall be returned to County through the funeral home that brought them, or if otherwise requested pursuant to the desire of next-of-kin or responsible entity, may be released to a local funeral home.

17-0998

3. Compensation:

County shall pay WCRMEO for services rendered pursuant to this Agreement at rates to be set periodically by formal resolution approved and authorized by the Washoe County Board of County Commissioners. WCRMEO shall issue an invoice for services rendered. The established rates shall include x-ray examinations deemed necessary by WCRMEO in consultation with County, but do not include microscopic slide preparation, anthropologic examinations, dental examinations, toxicology studies, other laboratory tests (metabolic studies, fluid chemistry studies, bacterial and viral cultures, etc.), subspecialty pathology examinations, or transportation of decedents.
4. Term:

This Agreement will commence on the 1st day of July, 2017, and become effective once approved by appropriate official action of the governing body of each party. This Agreement shall remain in force for a period of up to three years from its effective date, unless terminated sooner pursuant to Section 6 (below) under the discretion of the parties. The Agreement may be renewed by addendum at the discretion of the parties and upon appropriate official action of the governing body of each party.
5. Amendment and Assignment:

This Agreement may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by the governing bodies of the parties as a condition precedent to its entry into force. Pursuant to NRS 332.095, neither party may assign this Agreement without the express written consent of the other party.
6. Termination:

This Agreement may be terminated at any time by either party upon 30 (thirty) days written notice, without cause or penalty. In addition, in the event that the governing body appropriating funds for WCRMEO fails to obligate the funds necessary to fund the office beyond the then-current fiscal period, this Agreement shall be terminated without penalty, charge or sanction.
7. Records and Confidentiality:
 - a. Records Distribution – When completed, examination documents generated by WCRMEO (death narrative, record of death, postmortem examination report, and laboratory and toxicology studies) shall be delivered to County along with the invoices for services and testing. Any requests for copies of such documents that may be made to WCRMEO will be referred to County as the custodian of those records.
 - b. Confidentiality – Except as set forth in this Agreement and pursuant to Nevada law and Washoe County Code, WCRMEO will not release any information on cases referred by County. There will be an exception for urgent media inquiries and press releases. In these instances WCRMEO will attempt to coordinate with County.

8. Reciprocal Indemnification:

County agrees to indemnify, defend and hold harmless Washoe County and WCRMEO, its officers, employees, and agents, from and against, any and all claims demands, or actions, by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of County in connection with the services provided to County by WCRMEO pursuant to this Agreement.

Washoe County and WCRMEO agree to indemnify, defend and hold harmless County, its officers, employees, and agents, from, and against, any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of Washoe County in connection with the services provided by WCRMEO to County pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

9. Interpretation:

The laws of the State of Nevada shall apply in interpreting this Agreement, and venue for any dispute arising from the interpretation of the Agreement shall be the Second Judicial District Court of the State of Nevada in and for the County of Washoe.

10. Incorporation:

This Agreement and the Attachments hereto constitute the complete and final Agreement of the parties with regard to the subject matter herein, and supersedes all prior agreements, both written and oral, and all other written and oral communications between the parties.

11. Liaison:

The parties designate the following persons to serve as contacts for purposes of this Agreement:

| | |
|------------------------------------|-------|
| Justin Norton | _____ |
| Washoe County | _____ |
| Regional Medical Examiner's Office | _____ |
| P.O. Box 11130 | _____ |
| Reno, NV 89520 | _____ |

12. Authority to Enter Into Agreement:

Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

IN WITNESS HEREOF, the representatives of the parties have set their hand:

SIERRA COUNTY

WASHOE COUNTY

By: *Peter Heubner*
Peter Heubner
Board of Supervisors-Chairperson

By: *Bob Lucey*
Bob Lucey, Chair
Washoe County Commission

DATED: 9/5/17

DATED: 12-12-17

ATTEST:

By: *Debra Foster*
County Clerk
Sierra County

ATTEST:

By: *Nancy L. Paul*
County Clerk
Washoe County



RESOLUTION – Affirming Washoe County’s Designation as a Team member in the Unmanned Aircraft Systems Integration Pilot Program

WHEREAS, a key part of the vision for Washoe County is to be known for its innovative industries; and,

WHEREAS, Washoe County was settled by pioneers and desires to continue the pioneering spirit in aviation by being a team member in the City of Reno’s application to the United States Department of Transportation and the Federal Aviation Administration for designation as one of the Unmanned Aircraft Systems Integration Pilot Program participants in conjunction with the state and tribal governments as relevant; and

WHEREAS, Washoe County and the City of Reno hosts private unmanned aircraft firm Flirtey Inc., (Flirtey) an internationally proven leader in autonomous aviation, and the leading partner in a consortium of several Fortune 500 ranked private companies of national retailers and technology firms who are pioneering drone delivery, into Washoe County and the State of Nevada, creating new high paying jobs; boosting aviation innovation and economic development, enhancing automated transportation safety, ensuring workplace safety; improving significantly emergency response time and rescue, and creating more efficient and competitive use of radio spectrum in Washoe County; and,

WHEREAS, Flirtey was the first company to conduct an FAA-approved drone delivery in the United States in collaboration with NASA, the first to perform a fully autonomous drone delivery to a residential home in Washoe County, and the first to launch a commercial drone delivery service in the United States with deliveries to customer homes taking place in Washoe County; and,

WHEREAS, Flirtey has recently partnered with the Regional Emergency Medical Services Authority (REMSA), the exclusive ground emergency medical services provider for Washoe County to launch the first automated external defibrillator (AED) drone delivery service in the United States to serve to improve emergency response and rescue functions to save lives; and,

WHEREAS, A proposed public-private partnership of which state-local-tribal government entities, including Washoe County will advance flight research, federal policy and regulatory scheme develop, federalism, and commercial flight operations for a more perfect, innovative, risk-reduced and operationally safe integration of unmanned aircraft delivery into the national airspace of Washoe County, the State of Nevada and the United States of America; and

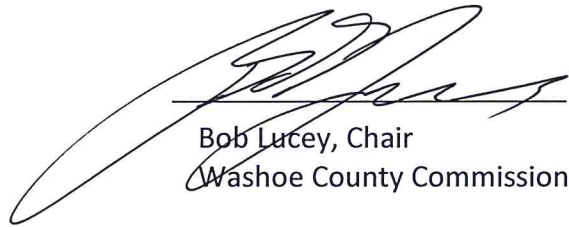
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WHEREAS, Washoe County shall seek to collaborate with public entities, tribal governments and the private-sector consortium led by Flirtey to be a team member on the application to the United States Secretary of Transportation and the FAA prior to the end of December 2017; and

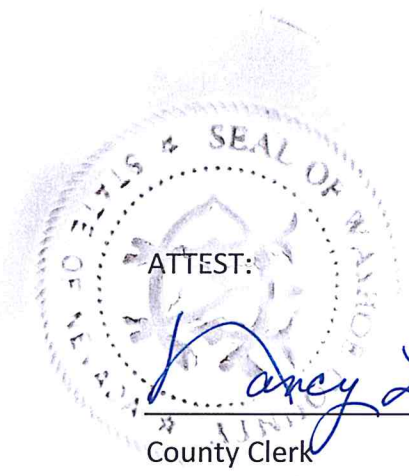
RESOLVED, By the Board of Commissioners of Washoe County that:

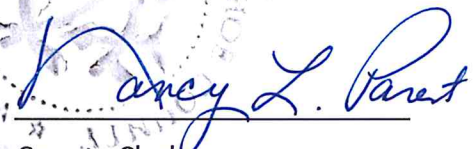
Agrees to be a team member with the City of Reno's application to the United States Department of Transportation and the Federal Aviation Administration as an Unmanned Aircraft Systems Integration Pilot Program participant, in conjunction with a private-sector consortium led by Flirtey Inc.

ADOPTED this 12th day of December, 2017



Bob Lucey, Chair
Washoe County Commission



ATTEST:

County Clerk