



**FLOOD PROJECT COORDINATING COMMITTEE
FINANCE SUBCOMMITTEE**

NOTICE OF MEETING

AND

AGENDA

TUESDAY – SEPTEMBER 9, 2008 – 11:00 A.M.

Washoe County Complex
Caucus Room
2nd Floor of Building A
1001 East Ninth Street, Reno, Nevada

Finance Subcommittee Members

Robert Larkin, Chair	Shaun Carey
Jessica Sferrazza, Vice Chair	Charles McNeely (Mary Hill-alternate)
Ron Smith	Katy Singlaub

Pursuant to NRS 241.020, this notice has been posted at the following locations:

Washoe County Administration, 1001 East Ninth Street, Reno, Nevada.
Sparks City Hall - City Clerk, 431 Prater Way, Sparks, Nevada.
Reno City Hall - City Clerk, One E. First St., Reno, Nevada.
Truckee River Flood Project Office, 9390 Gateway Drive, Reno, Nevada
Truckee River Flood Project website: http://truckeeflood.us/140/meeting_agendas.html

PUBLIC COMMENT: In order to conduct orderly, efficient, effective and dignified meetings that promote a governmental purpose with a governmental process, public comment may address any agenda item or other public issue that the Flood Project Coordinating Committee has the authority to effectuate or exercise control over. Public comment on matters beyond the Flood Project Coordinating Committee's scope of authority is not relevant to the Committee's business, does not invoke a governmental process nor serve a governmental purpose, and is contrary to the effective, efficient and orderly business conducted by the Committee. Each person addressing the Flood Project Coordinating Committee shall fill out a request to speak form, step up to the microphone when called, give his/her name, and limit the time of his/her presentation to three (3) minutes. All public comment remarks shall be addressed to the Committee as a body, and not to any member thereof. No person, other than members of the Committee and the person having the floor, shall be permitted to enter into any discussion, either directly or through members of the Committee. No questions shall be asked of the Committee members, except through the presiding officer. The Committee reserves the right to determine during its meeting, through a vote of its members, whether to allow additional public comment, limited to one (1) minute per person, on specified individual items on the agenda.

NOTES: Items on the agenda may be considered in an order different than they appear on the agenda. Unless otherwise indicated by an asterisk (*), all items on the agenda are action items upon which the Flood Project Coordinating Committee may act.

The meeting facility is accessible to the disabled. Persons with disabilities who require special accommodations or assistance (e.g., sign language, interpreters or assisted listening devices) at the meeting should notify Flood Project staff at 850-7429, forty-eight (48) hours before the meeting.

1. **CALL TO ORDER AND ROLL CALL** - Determination of a Quorum

2. **APPROVAL OF MINUTES** – Consider approval of provisional minutes of the Finance Subcommittee meeting of August 6, 2008.

3. * **ANNOUNCEMENTS**

4. * **PUBLIC COMMENT** - For all items on or off the agenda, limited to 3 minutes per person

5. **FINANCE SUBCOMMITTEE ITEMS**

A. **FLOOD FUNDING AREA STUDY UPDATE**
Naomi Duerr, Director, Truckee River Flood Project

Update on the revenue requirements and use of the financial model for the flood funding study. Possible action to accept the report.

B. **REQUEST FOR BID FOR RSIC LEVEE PROJECT**
Paul Urban, Project Manager

Possible action to authorize issuing bid announcement for construction of the Reno-Sparks Indian Colony /Wal-Mart Levee and Floodwall TRAction project.

C. **USE OF 85 EDISON WAY AS AN OVERFLOW HOMELESS SHELTER**
Doug DuBois, Land Acquisition Manager

Possible action to authorize use of 85 Edison Way as a temporary overflow homeless shelter between October 1, 2008 and March 31, 2008. Recommended conditions of proposed Facility Use Agreement with the City of Reno include waived rent for the 6-month use period and submittal of an emergency evacuation plan, among others.

D. MONTHLY REPORT ON FLOOD PROJECT FINANCIAL STATUS AND FINANCIAL RELATED ACTIVITIES

Naomi Duerr, Director, Truckee River Flood Project

Update on monthly and year-to-date revenues and expenditures and related activities of the flood project. Possible action to accept the report.

6. COMMITTEE MEMBER COMMENTS, REQUESTS AND FUTURE AGENDA ITEMS - Possible action to approve items for future agendas.

7. ADJOURNMENT

FLOOD PROJECT COORDINATING COMMITTEE

Finance Subcommittee

Provisional Minutes

Wednesday – August 6, 2008 – 11:00 a.m.

Washoe County Administration Complex
Building A – Second Floor Conference Room
1001 East Ninth Street, Reno, Nevada

1. **CALL TO ORDER AND ROLL CALL** – *Determination of a Quorum*

Chair Larkin called the meeting to order at 11:05 a.m. A quorum was established.

Chair Larkin asked Neil Mann to sit-in for Mary Hill.

Mr. Mann explained that City Manager Charles McNeely planned on participating in today's (August 6, 2008) meeting.

MEMBERS PRESENT: Shaun Carey, Bob Larkin, Katy Singlaub and Ron Smith. Neil Mann for Mary Hill. Jessica Sferrazza joined the meeting at 11:08 a.m. Charles McNeely joined the meeting at 11:09 a.m. replacing Neil Mann for Mary Hill.

MEMBERS EXCUSED: Mary Hill.

STAFF PRESENT: Laura Bayer, Doug DuBois, Naomi Duerr, Mimi Fujii-Strickler, Gregg Salter, Paul Urban and Trish Yohey.

2. **APPROVAL OF MINUTES** – *Consider approval of provisional minutes of the Finance Subcommittee meeting of June 10, 2008.*

Ron Smith read an amendment to Page 9, last paragraph into the record (copy on file): "Ms. Meacham noted her concern that the scope of work had changed to require only one deliverable for documentation at the end of the study, rather than one deliverable for documentation at the end of each task. She reviewed all correspondence as it pertains to the Flood Funding Study to ascertain when the change in scope of work occurred and it occurred between the time it was last routed for review by the team and when it went to the Board of County Commissioners. Ms. Meacham expressed her confidence in the consultants (FCS and Ch2MHill)."

It was moved by Member Carey, seconded by Member Smith, to approve the June 10, minutes, as amended. The motion carried: Members Carey, Mann, Singlaub and Smith assenting; Members Hill and Sferrazza excused.

* denotes NON-action items

Flood Project Finance Subcommittee – Provisional Minutes

August 6, 2008

Page 2 of 12

3. ANNOUNCEMENTS *

Naomi Duerr – Flood Project Director, noted that the Celebrate the Living River would be held on Friday, August 15, 2008, at the Bristlecone Family Resource Center, with a limited number of tours of the facility starting at 10:00 a.m.

Member Jessica Sferrazza joined the meeting at 11:08 a.m.

Ms. Duerr noted that local dignitaries and elected officials had been invited to participate in the festivities.

4. PUBLIC COMMENT *

There were no public comments.

Charles McNeely joined the meeting at 11:09 a.m.

5. FINANCE SUBCOMMITTEE ITEMS

5-A. FLOOD FUNDING AREA STUDY UPDATE – *Update on the progress of the Flood Funding Area study including FCS Group and CH2MHill's work products. Possible action to provide direction on the study and/or to accept the report.*

Naomi Duerr – Flood Project Director, gave an overview of the revenue requirement for the flood project. She explained how input from Finance Directors Andrew Green – City of Reno, Tom Minton – City of Sparks, and John Sherman- Washoe County, is being used to develop the key assumptions used by the consultants (FCS and Ch2MHill) for the flood funding study.

Ms. Duerr noted that there are nearly 40 sub-projects within the overall Flood Project, and the project includes various levels of flood protection ranging from protection from 75-year floods to 117-year events. According to the Corps of Engineers, the current cost estimate for the total project ranges from a high of \$1.65 billion for the LPP (Locally Preferred Plan) to 1.2 billion for the NED (National Economic Development) Plan. The Corps has calculated the local cost share as follows: NED \$424 million; LPP-1 \$865 million and LPP-2 at \$313 million in 2008 dollars. The reason the LPP-2 is much lower is that it includes credit for 6,700 acre feet of water (~\$130 million) and other benefits associated with Senator Harry Reid's legislation, such as unification of the various sections of the project into a whole, and providing for full federal participation in all aspects of the project.

Ms. Duerr then explained that the Corps (U. S. Army Corps of Engineers) had included some funding for recreational components as part of the 1988

* denotes NON-action items

Flood Project Finance Subcommittee — Provisional Minutes

August 6, 2008

Page 3 of 12

authorization. This same amount from 1988, ~\$4 million, is included for recreation in both the current NED and LPP. Ms. Duerr explained that money already expended for land acquisition and other features for which we have paid and are expected to receive credit, are not included in the revenue requirement. The reason is that they have already been paid for from the 1/8 cent sales tax and they are accounted for in the bond repayments. Counting them again would result in counting these costs twice.

The rate of inflation was calculated at 3-percent, with labor and construction costs inflating between 1 and 3-percent annually. Currently the Flood Funding Study has steered away from the concept of using connection fees.

Chair Larkin left the meeting at 11:17 a.m.

Ms. Duerr noted that as the population continues to grow in Washoe County, the revenue from the 1/8-cent sales tax is also expected to increase.

Chair Larkin rejoined the meeting at 11:18 a.m.

Ms. Duerr then noted the anticipated debt service assuming construction begins in 2010. Responding to Member Sferrazza's inquiry about whether a single bond issue or several bonds issued independently by the three (3) local sponsors were included in the scenario. Ms. Duerr explained that the example was for a single entity issuing bond(s) using a blended interest rate. By using a single point for bond issuance, costs for interest and other bond costs are expected to be lower.

Andrew Green – Reno Finance Director, joined the meeting at 11:22 a.m.

In response to a question, Mr. Green explained that a 40- or 45-year bond would require higher interest payment without any significant benefit than a 30-year bond repayment schedule and so he supported the use of the 30-year bond repayment schedule as used in the funding model.

Mr. Duerr then summarized the reserve funds recommended by the Finance Directors to offset unexpected costs associated with a major event that damages the project during initial construction phases as well as during later phases. O&M (Operations and Maintenance) costs were also discussed. Ms. Duerr emphasized that the Corps funding does not include cost sharing for O&M, although there could be some reimbursement from FEMA (Federal Emergency Management Agency) in the event of a levee break.

Mr. Green noted that there had been discussion about self-insuring the project compared to costs of insurance from outside vendor(s) and that additional discussions would be held when the time was ripe.

* denotes NON-action items

Flood Project Finance Subcommittee – Provisional Minutes

August 6, 2008

Page 4 of 12

Ms. Duerr noted that \$25-million in reserves was needed in a timely manner should something happen to the project elements constructed during the first few years.

Ms. Duerr then transitioned into a discussion about the Corps' project schedule and its impact on the need for cash to fund TRAction projects. She noted that the Corps project schedule now indicates a slippage ranging seven (7) to twenty-four (24) months for various project elements. Flood Project staff is now reviewing the timeline to ascertain where the schedule can be accelerated. A recent discussion with the project lobbyists in Washington, D.C. (District of Columbia) indicates they are working diligently with the Congressional delegation and senior Corps management to move the Truckee Meadows Project forward. Ms. Duerr noted it is imperative to finalize the Flood Funding Study and have the funding mechanism in place both to show the federal government that the local sponsors are ready to move forward and to continue with the TRAction projects.

Ms. Duerr also reviewed a proposed schedule for completion of the project which shows team review of the FCS work products during the Fall, development of the survey and focus groups during the Winter, FPCC review and approval after January, public hearings in the Spring, and possible implementation in late spring 2009.

Chair Larkin thanked the Finance Directors for their assistance in the collaborative effort and the City/County Managers for allowing that flexibility.

Member Jessica Sferrazza left the meeting at 11:49 a.m.

Pam Bissonnette – FCS, noted that the consulting team continues working with the assumptions and models. She offered to bring the model to a future meeting thus allowing an opportunity for the FPFS (Flood Project Finance Subcommittee) to make various changes in the assumptions/scenarios and see the potential outcomes.

Member Sferrazza rejoined the meeting at 11:50 a.m.

Ms. Bissonnette emphasized that the model data is still preliminary in nature and will continue to be refined as the process moves forward. Three models were used to generate the data, using 5-year periods and a 15-year construction timeline. It appears that while there neither a statutory prohibition or statutory basis to authorize a charge on run-off in NRS (Nevada Revised Statute). Ms. Bissonnette explained that most local jurisdictions feel that charges for runoff should be reserved and used for local drainage projects.

* denotes NON-action items

Flood Project Finance Subcommittee — Provisional Minutes

August 6, 2008

Page 5 of 12

Ms. Duerr noted that the intent of the model is to assure that the various scenarios to split and assign costs were scientifically supported and that an easily defensible and simplistic approach to funding can be developed.

During the discussion it was suggested that one other scenario be added to the model: where everyone pays the same rate throughout the funding district whether they are flooded or not. As the discussion continued, it was noted that it would be beneficial to review the criteria that supports each recommendation and how the scenario ultimately rose to the top for consideration. Additionally a 50:50 (direct vs. indirect benefits) ratio scenario might be useful when reviewing the options.

Member Charles McNeely left the meeting at 12:02 p.m.

Discussion then focused on the array of damages used in the modeling process. It was noted that while commercial has a 92-percent benefit from flood reduction, residential has a benefit in the avoidance in the disruption of accessibility to work retail/commercial and other economic stimuli and river restoration. For example, home values may be higher adjacent to certain open space/recreational components of the project.

Member McNeely rejoined the meeting at 12:05 p.m.

It was pointed out, during the discussion, that the consultant is working with the Flood Project's legal Counsel (Greg Salter) to assure that the options being considered are legally supportable in statute. This process will also assist in identify areas in which a legislative change may be required to clarify the allowance of a particular funding option. As the discussion continued, it was noted that "denominators" for the funding options (i.e., dollars per developed square footage, or dollars per depth of flooding) are being reviewed in a manner that precludes any semblance to charging per assessed valuation so that the project can avoid implementing a funding mechanism which would be misconstrued as a tax. It was pointed out that while using the number of employees might be one method to charge businesses, that number can skew low or high based on the type of industry (e.g. casino versus warehousing). Therefore, staff are not supporting the simplistic use of number of employees as a proxy for a commercial rate.

Tom Minton left the meeting at 12:13 p.m.

Other discussion focused on the use of parcel size and impervious coverage as a way to estimate runoff. As the discussion continued, it was noted that such a calculation would only be used in the calculation of a contributory rate.

* denotes NON-action items

Flood Project Finance Subcommittee — Provisional Minutes

August 6, 2008

Page 6 of 12

Attention was then drawn to the annual revenue requirements to fund the O&M, debt service, reserve(s) and construction costs. The next step in the process will focus on establishing the rates and area boundary each jurisdiction might be responsible for.

Member Katy Singlaub left the meeting at 12:16 p.m.

It was suggested that the whole of Washoe County not be used when calculating and considering the funding area, but rather just that portion that includes the vast majority of residents - the more densely populated areas. As the discussion continued, it was pointed out that only 0.02 percent of the Washoe County population resides outside the urban area of the Truckee Meadows. It was explained that exemptions were also being considered and developed in conjunction with the funding areas. For example, lands owned by federal, state or local government may be exempted, as well as roads, government buildings and agricultural lands. Furthermore, it is not currently recommended that open space be subject to any fee. It was emphasized that it would be difficult to quantify a rate for undeveloped property.

Mr. Minton rejoined the meeting at 12:21 p.m.

Discussion then turned to how rates could be assessed for roadways, specifically the Southeast Connector currently being considered by the RTC (Regional Transportation Commission). Of particular concern is how the proposed roadway may adversely affect the flood project as it traverses Critical Flood Zone 1. It was suggested that charging a political entity such as the RTC may be construed as moving government funds from one "pocket" to another. It was noted that gas and property taxes generally support road maintenance.

Other discussion focused on how an assessment could be applied to other political subdivisions such as UNR (University of Nevada, Reno) and the RTAA (Reno Tahoe Airport Authority). It was suggested that perhaps the developed square footage, which is significantly more developed than UNR's Main Station Farm, might pay more. However, those options and recommendation have not been fully explored. It was emphasized that any rate/toll or other charge cannot be constructed as an additional tax.

Discussion then turned to the various forms of credit being developed for properties that have already provide on-site storm water detention as well as projects such as the North Truckee Drain. Those particular areas of credit will be in place when mapping is finalized.

* denotes NON-action items

Flood Project Finance Subcommittee – Provisional Minutes

August 6, 2008

Page 7 of 12

Ms. Bissonnette noted that there was more work to be done and that the report completed thus far is undergoing legal review and that the methodology used in assigning benefits can be provided to local sponsors.

Member Shaun Carey left the meeting at 12:39 p.m.

Other discussion noted that the Corps has identified the downtown Reno reach for 50-year level of protection whereas the LPP indicates a 75-year level of protection. As the discussion continued, it was noted that it would cost ±\$60-million to purchase homes in the Eastside Subdivision, but only \$20-million to floodproof or raise the homes above the floodplain.

Discussion then turned to the flexibility each jurisdiction would have in determining the rates their residents would pay. It was noted that the Flood Funding team will meet with each jurisdiction to respond to their concerns and suggestions in determining how the funding should be accomplished.

Greg Salter – Deputy District Attorney, commented that, in his opinion, the incorporated Cities (Reno and Sparks) have an ability to charge a drainage fee or establish a GID (General Improvement District) under NRS Chapters 266 and 267. However, Mr. Salter will meet with each of the City Attorneys' to further discuss the issues and concerns to assure that whatever mechanism is chosen can withstand a legal challenge

Mr. Carey rejoined the meeting at 12:45 p.m.

Ms. Duerr noted that no specific decision was needed at today's (August 6, 2008) meeting of the FPFS other than to accept the informational report.

Ms. Bissonnette stated that the consultants would try to provide reports a week before the next meeting. Additionally, the models being used will be brought to the next meeting to better demonstrate how the data was developed.

The meeting recessed at 12:50 p.m. and reconvened at 12:55 p.m.

5-D. REQUEST TO LEASE A PORTION OF THE EXCEL PROPERTY –
Discussion of a potential lease with the Friends of the Washoe County Library for a portion of the Excel property including policy considerations. Possible action to provide direction on a future lease with the Friends of the Washoe County Library and to provide additional policy guidelines for leasing flood properties. [Taken out of agenda order]

Naomi Duerr – Flood Project Director, provided an overview of the agenda item noting that part of the discussion included policy guidelines for leasing property

* denotes NON-action items

Flood Project Finance Subcommittee – Provisional Minutes

August 6, 2008

Page 8 of 12

owned by the Flood Project. Ms. Duerr outlined the Friends' of Washoe County request to lease, below market rate, a portion of the 50,000 square foot former Excel property at 5205 Mill Street, Reno (Nevada). NRS (Nevada Revised Statutes) allows local government to lease property below market rate to non-profit and other government agencies without going through the bid process. Ms. Duerr noted that the former telecommunications facility needed \pm \$17,000 in improvement before it could be leased. Responding to Member Sferrazza's inquiry about cost sharing the upgrade expenses if other non-profits also leased space, Ms. Duerr explained that the proposed cost for the Friends had been prorated under the assumption that there would be more tenants.

Martha Gould – representing Friends of Washoe County Library, explained that the EXCEL space would primarily be used to warehouse books that would be used in the October 2008 fundraiser that provides an additional funding source for the Washoe County Library System. Ms. Gould noted that having worked for Washoe County for some 20-years she is familiar with the flood issues and noted that books could easily be removed from the building in the event of a flood event. Although the Friends of Washoe County Library are successful fund raisers for the Library System, additional space is needed to grow the program and store donated books. Ms. Gould noted that there are about 220 volunteers that assist in fund raising and other activities.

Member Ron Smith noted his continued concern about leasing property purchased for the flood project, when the original intent was to demolish the structure to provide additional storage.

During the discussion it was noted that by leasing the 50,000 square foot facility, the flood project would cover ongoing maintenance costs and ultimately recoup the expenditure needed to upgrade the facility to current code requirements. Other discussion noted that the Excel building was vacant at the time of purchase and that if it had been occupied, the tenants would have been eligible for the reimbursement program mandated under federal regulations.

Ms. Duerr recalled previous board direction as it pertains to building usage. This particular location along with the Bristlecone Family Service facility are included in the Flood Project's Recreation Plan for adaptive reuse. Additionally, the Corps (U. S. Army Corps of Engineers) has been requested to relocate the levee to Mill Street with the Excel building being floodproofed, thereby providing the majority of the eight (8) acre site for flood storage. Previously the Corps had planned to building the wall around the whole building excluding the use of the site for flood storage. It is anticipated that the Corps will complete their review of the conceptual Recreational Plan by December 2008.

* denotes NON-action items

Flood Project Finance Subcommittee – Provisional Minutes

August 6, 2008

Page 9 of 12

Chair Larkin suggested that no specific action be taken and that Flood Project staff continue to work with the Friends of Washoe County Library to temporarily lease the space administratively using a Facility Use Permit.

There was some additional discussion about the cost of renovating the Excel structure or constructing a new facility to incorporate uses envisioned in the Recreational Plan.

Tom Minton left the meeting at 1:18 p.m.

Member Sferrazza asked that the pros and cons of leasing the facility along with the costs associated with renovation and new construction be brought to the September meeting. It is Ms. Sferrazza's desire to adaptively reuse the existing structure if possible.

Member Ron Smith left the meeting at 1:19 p.m.

5-B. RELOCATION CONSULTANT CONTRACTS – *Possible action to approve individual contracts for relocation services with the three highly qualified firms recommended by the RFP review team: 1) Associated Right of Way Services, Inc., 2) Overland Pacific Cutler, and 3) Property Specialists Inc.*

Naomi Duerr – Flood Project Manager, noted that six (6) responses had been received to the RFP (Request for Proposal) for relocation services and that staff had selected the three (3) most qualified consultants. The intent is to distribute the work among the three consultants as their individual workloads permit thus ensuring a smooth and timely transition in the relocation of existing tenants. Ms. Duerr emphasized that the contract were “time and materials” based and that the Project Fiscal Compliance Officer would review all transactions prior to payment.

Member Smith rejoined the meeting at 1:22 p.m.

During the discussion it was noted that the City of Reno's Project ReTRAC (Reno Transportation Rail Access Corridor) had included a number of relocations and had used just one (1) consultant for the majority of the relocations. As the discussion continued, it was pointed out that the Flood Project encompasses some fifty (50) miles of river, as well as storage areas.

Member Sferrazza suggested that Flood Project staff concentrate of securing vacant property where possible to reduce relocation expense.

Tom Minton rejoined the meeting at 1:25 p.m.

* denotes NON-action items

Flood Project Finance Subcommittee – Provisional Minutes

August 6, 2008

Page 10 of 12

It was moved by Member Smith, seconded by Member Sferrazza, to approve the staff recommendation as presented. The motion carried unanimously.

5-C. AMENDMENT TO STANTEC, INC. CONTRACT – *Possible action to approve an amendment to an existing contract with Stantec, Inc. for recreational planning services, to expand the scope, timeframe, and not-to-exceed amount of the contract based on new requests from the Corps (U. S. Army Corps of Engineers).*

Danielle Henderson - Natural Resources Manager, provided a brief history of the contract and the Corps' (U. S. Army Corps of Engineers) 1980's authorization. Ms. Henderson emphasized that recreation is a key component of the Flood Project and has been used to bolster the cost/benefit ratio as well as to engender public support for the overall project. The intent of the \$70,000 contract amendment is to support the Corps Texas staff in development of the recreation plan, and allow Stantec to work more closely with the public and other stakeholders to provide additional depth and breadth to what is now a conceptual recreational plan.

During the discussion it was suggested that the contract language be amended to include not only the Parks Directors for the three (3) jurisdictions, but also the Reno Redevelopment Agency given the length of river in the downtown Reno Redevelopment District. Other discussion focused on the allowable recreational uses within the Flood Project's footprint such as flat utility fields that have little or no permanent structures. It was pointed out that the contract is also a time/material contract and would raise the not to exceed cost by \$70,000.

Other discussion noted that the regional benefits from recreational components of the Flood Project are experienced by residents regardless of jurisdiction. It was pointed out that the Flood Project will be responsible for ongoing O&M (Operations and Maintenance) such as mowing, and that the additional recreational opportunities could reduce costs to the project by sharing those maintenance costs among the three jurisdictions and users of the facilities. It was emphasized that public support for the project had been developed based on the recreational component of the overall project and had been a pledge to the community from the beginning.

Greg Salter – Deputy District Attorney, explained that each jurisdictions could “pass along” charges incurred for the recreational component and that he would work with the local City Attorney's to assist in developing appropriate language.

* denotes NON-action items

Flood Project Finance Subcommittee – Provisional Minutes

August 6, 2008

Page 11 of 12

It was moved by Member Sferrazza, seconded by Member Smith, to recommend that the Flood Project Coordinating Committee approve the contact addendum as presented with additional language to include the Park Directors and managers of the three (3) jurisdictions as well as the Reno Redevelopment Agency Administrator. The motion carried unanimously.

5-E. POLICY CONSIDERATIONS RELATED TO THE SECTION 113 APPLICATIONS FOR THE 102 RANCH AND LOCKWOOD RESTORATION PROJECTS – *Update on the progress of the Section 113 applications submitted to the Corps for approval of credit for early start projects at the 102 Ranch and Lockwood river restoration sites. Policy discussion regarding timing of the start of construction in relation to the timing of the Corps crediting approvals. Possible action to direct staff to move forward with construction in advance of receiving Corps Section 113 approvals.*

Naomi Duerr – Flood Project Director, noted that the Section 113 approvals had not yet been received and that the restoration construction needed to start no later than August 18, 2008. Additionally the window for use of the \$4.775-million provided by the State of Nevada is collapsing and may be withdrawn if not used before its June 30, 2009, sunset date. Therefore, the request to the board is whether the 102 Ranch and Lockwood restoration project should move forward without Section 113 authorization by the Corps (U. S. Army Corps of Engineers). Ms. Duerr also noted that both projects were funded using WC-1 (Washoe County Question 1) and State grant funds rather than 1/8-cent sales tax revenues.

It was moved by Member Sferrazza, seconded by Member Smith, to recommend that the Flood Project Coordinating Committee approve the construction of the 102 Ranch and Lockwood Restoration projects as presented. The motion carried unanimously.

6. MONTHLY REPORT ON FLOOD PROJECT FINANCIAL STATUS AND FINANCIAL RELATED ACTIVITIES – *Update on monthly and year-to-date revenues and expenditures and related activities of the flood project. Possible action to accept the report.*

Naomi Duerr – Flood Project Director, summarized the report noting the reformatted financial report. Ms. Duerr noted that a new agreement had been signed with Walmart for the RSIC (Reno Sparks Indian Colony) flood wall project.

Greg Salter – Deputy District Attorney noted that once the NDOT (Nevada Department of Transportation) encroachment permit had been issued that Walmart would fund their share of the project.

* denotes NON-action items

Flood Project Finance Subcommittee —Provisional Minutes

August 6, 2008

Page 12 of 12

Ms. Duerr noted that a ground breaking for the restoration projects would be scheduled shortly after the August 18, 2008, start date.

7. COMMITTEE MEMBER COMMENTS, REQUESTS AND FUTURE AGENDA ITEMS – *Possible action to approve items for future agendas.*

The next meeting agenda may include, but is not limited to: A continued review of the Flood Funding Study, including modeling.

8. ADJOURNMENT

Chair Larkin adjourned the meeting at 1:57 p.m.



FLOOD PROJECT COORDINATING COMMITTEE STAFF REPORT

MEETING DATE: September 12, 2008

DATE: August 27, 2008

TO: Flood Project Coordinating Committee Members

FROM: Naomi Duerr, Director, Truckee River Flood Management Project,
850-7420, nduerr@washoecounty.us

SUBJECT: UPDATE ON THE FLOOD FUNDING STUDY

SUMMARY

This item is an update on the progress of the Flood Funding Study and contract with the FCS Group to support development of the flood funding areas and rates. The bi-monthly meetings of the Project Oversight Team began in February and continue to occur the first and third Friday of each month. The first briefing of the Finance Subcommittee by the consultants was completed in April 2008, with briefings at each subsequent meeting. The consultants are on track and meeting their milestones. Local review of the work products is ongoing. The consultant study is currently expected to wrap up in October 2008, with local work continuing through Spring 2009.

BACKGROUND

Over the past year, the FPCC and the Flood Project staff have been researching funding options for the Truckee River Flood Management Project. One source of potential funding deals with setting up one or more funding areas. In order to develop detailed analyses to support a funding model for the project, a benefits engineering firm was hired to provide detailed assessments to:

- 1) Perform an overall cost benefit assessment of the Flood Project for the region as a whole,
- 2) Support the drawing of funding area boundaries,
- 3) Develop a supportable basis for establishment of rates,
- 4) Identify possible Flood Project partner's fiscal shares of the flood project
- 5) Assist the Flood Project partners in developing options to meet their financial commitment
- 6) Determine whether the creation of any district would have a potentially deleterious effect on its residents or businesses if the funding area and associated fee were imposed.

During August the FCS Group completed Task 2, Flood Funding Area Boundaries, and provided the oversight team a draft copy for our review. Progress this period was made in validating the modeled impervious surface calculations for each land use. We will be reviewing this draft into September along with Task 1 which was delivered to us in August.

During this month, FCS also initiated interviews with key jurisdictions nationally who have funded similar-sized flood management projects. We have been provided a draft matrix of responses to be included in the final report. The consultants reviewed the Corps' GRR Report for data to be used in determining benefits and cost allocations. A list of legal questions continues to be compiled for discussion with the legal team regarding the bases for charging rates, tolls, and charges, funding boundaries, cost allocations, governance structures, and revenue collection methods. Revenue requirement models continued to be refined. The various assumptions used were validated for this point in time. The assumptions will continue to be reviewed by the team as we get closer to implementing the study results. Cost allocation to funding area and class of customer, as well as the initial rate building methods, are being developed and integrated into the revenue requirement model.

The possible bases for rates continue to be reviewed along with the analytical process that will allow us to hone in on one or two promising bases for calculating rates.

The consultants attended their fourth meeting with the FPCC Finance Subcommittee on August 6th where they presented the preliminary revenue requirements and unit cost ranges, and outlined choices for policy makers. Staff continues to monitor the consultant's progress, obtain needed information and data, and to reach agreement on technical issues with the consultants and oversight team through twice-monthly conference calls and monthly progress reports.

Staff will present an overview of the revenue requirements along with an overview of the funding model as the major assumptions used to establish the model.

Schedule for Benefit Engineering Study

As of August 1, 2008

December 2007	Select consultant; Negotiate agreement
January 2008	Update FPCC; Approve agreement at BCC
January – October 2008	Complete Flood Funding Study
October - November	Finalize review of FCS Chapters
November - January	Design focus groups and citizen survey regarding possible rate structures
January - March 2009	Conduct survey; Hold Public Workshops and Hearings
Spring 2009	Implement Funding Areas

Note: Original consultant schedule has been extended by about 2 months to allow detailed local review of work products; public workshops have been delayed until after January 1.

PREVIOUS ACTION AND ACTIVITIES

FPCC Meeting 8-18-06: Presentation on funding options and a scope of work for a benefits engineering study. This included discussion on potential maps for a special assessment district including the areas that flooded in 1997 and a map showing the hydrographic basins that drain into

the Truckee River that could be included in a funding district based on their contribution of runoff to the Truckee River.

FPCC Meeting 11-17-06: Presentation of potential funding options including a special assessment district and a funding district based on hydrographic basins that drain into the Truckee River.

FPCC Meeting 12-8-06: Presentation of potential funding district boundaries and hiring of a benefit engineer. FPCC direction to staff to hold workshops with local elected officials in December 2006.

FPCC Meeting 11-9-07: Update on RFQ for Flood Funding Area consultant.

FPCC Meeting 1-11-08: Update on the selection of the successful firm to complete the Flood Funding Area study to be taken to the BCC for approval on January 22, 2008.

BCC Meeting 1-22-08: Washoe County Board of County Commissioners approve contract award to FCS Group in association with CH2MHill.

Finance Subcommittee Meeting 4-7-08: First briefing by FCS Group

Finance Subcommittee Meeting 5-6-08: Second briefing by FCS Group

Finance Subcommittee Meeting 6-10-08: Third briefing by FCS Group

Finance Subcommittee Meeting 8-6-08: Fourth briefing by FCS Group

FISCAL IMPACT

No fiscal impact from this agenda item. The approved contract is for an amount not-to-exceed \$975,000. The contract is based on time and materials. We continue to work with the consultants to supply data in a timely, complete form in order to reduce their expenditures for data procurement.

RECOMMENDATION

It is recommended that the FPCC accept this report and provide direction to staff concerning any questions regarding the study and the schedule.

POSSIBLE MOTION

Should the Board wish to implement the staff recommendation, a simple motion to approve the staff recommendation would suffice.

LG:nsd

Truckee River Flood Management Project

FLOOD PROJECT COORDINATING COMMITTEE STAFF REPORT MEETING DATE: September 12, 2008

DATE: September 7, 2008

TO: Flood Project Coordinating Committee Members

THROUGH: Naomi Duerr, Director, Truckee River Flood Management Project
850-7420 nduerr@washoecounty.us

FROM: Paul Urban, Project Manager, Truckee River Flood Management Project
850-7428 purban@washoecounty.us

SUBJECT: REQUEST FOR BID FOR RSIC LEVEE PROJECT

SUMMARY

Due to economic conditions, Washoe County now has a policy of approving actions such as advertising for construction bids that can lead to a future fiscal impact before the advertisement is submitted. This item is being brought before the FPCC for their approval, action, and recommendation prior to the submittal to the Washoe County Commission.

Since the rejection of all bids for the Reno-Sparks Indian Colony (RSIC) Levee/Floodwall Construction Project by the Washoe County Commission on May 27, 2008, negotiations have continued on the Development Finance Agreement (DFA) between Wal-Mart, RSIC, and the Flood Project. Negotiations for the DFA are nearly complete. Before the DFA is ready for signature, permits waiting for approval include the encroachment agreements from the Nevada Department of Transportation for access to Second Street, tying the levees into the Second Street embankment and the US 395 embankment. These permit applications have been submitted and are in the review process, and are expected to be approved within the next month. Once the permits are approved and issued, the DFA can be signed and the construction project advertised for bids. Flood Project staff are now seeking FPCC approval to advertise for bids so that when the permits are issued and the DFA signed, the project can go out for bid as soon as possible. Advertising for bids will not commence until the remaining permits are approved and the DFA is signed.

PREVIOUS ACTION

FPCC April 13, 2007 Approval for the RSIC Levee/Floodwall Project to become a TRAction project with a contribution from the Flood Project up to \$1,720,000.

BCC May 27, 2008 Rejection of all bids for the RSIC Levee/Floodwall Project since the DFA was not completed in the time frame stated in the bidding documents.

AGENDA ITEM #5B

FISCAL IMPACT

There is no fiscal impact for this action. However, after bids are received for this construction project there will be a fiscal impact. According to the DFA the Flood Project has agreed to contribute \$1,720,000 to the construction of the RSIC levee/floodwall.

RECOMMENDATION

Staff recommends the FPCC:

1. Approve this request to advertise for bids for the RSIC Levee/Floodwall Construction Project (upon DFA signature and issuance of required permits); and
2. Direct staff to present this request to the Washoe County Commission for execution.

POSSIBLE MOTION

Motion to accept staff recommendation.



FLOOD PROJECT COORDINATING COMMITTEE

STAFF REPORT

MEETING DATE: September 12, 2008

DATE: August 21, 2008

TO: Flood Project Coordinating Committee Members

THROUGH: Naomi Duerr, Director, Truckee River Flood Management Project, 850-7420
nduerr@washoecounty.us

FROM: Douglas DuBois, Land Acquisition Manager, Truckee River Flood Project, 850-7427
ddubois@washoecounty.us

Gabrielle Enfield, Community Support Administrator, Washoe County Management Services, 328-2009, genfield@washoecounty.us

SUBJECT: AUTHORIZATION TO USE 85 NORTH EDISON WAY UNITS 7, 8, & 9 FOR A TEMPORARY OVERFLOW HOMELESS SHELTER DURING THE WINTER OF 2008/09

SUMMARY

During the winter of 2006/07 and 2007/08, the Truckee River Flood Project permitted Washoe County to utilize the properties at 85 N. Edison Way, to provide temporary overflow shelter for homeless persons during the cold winter months. The partnership with the Truckee River Flood Project, Washoe County and the Reno-Sparks Gospel Mission resulted in lives being saved.

Recently the City of Reno was named the lead jurisdiction for the Record Street Community Assistance Center and service campus. The City of Reno, the City of Sparks, and Washoe County are each contributing funding to the operation of the campus which includes: the Men's Shelter, and the Women and Family shelters. The Women and Family shelters are expected to open on October 1, however the need remains for an overflow men's shelter during the cold winter months.

The City of Reno and Washoe County are requesting the ability to utilize approximately 4,000 square feet of the 85 Edison Way facility for the cold weather temporary overflow shelter for the 2008/09 winter months. The request is for the period of October 1, 2008 through March 31, 2009. This facility will be used by single men only. Washoe County has agreed to pay for all utilities and associated costs through their Community Support Program Funds. The city of Reno requests a waiver of the rent for the facility during the term of use.

The City of Reno is working with interested service providers to identify the most appropriate provider to operate the shelters at Record Street and the overflow shelter. The operator for the

cold weather overflow shelter is expected to be identified prior to October 1, and will be required to provide an Emergency Evacuation Plan and provide transportation and supervision for the overflow location.

Summary of Proposed Conditions of Use (see attached Interlocal Agreement for detail):

Location:	85 Edison Way, Units 7,8, and 9
Parties to Interlocal Agreement:	City of Reno and Washoe County (on behalf of Truckee River Flood Project)
Operator of Shelter:	To Be Determined, with Flood Project approval
Term of Use	October 1, 2008 – March 31, 2009
Rent:	Waived
Operating Expenses:	To be paid by Washoe County-Management Services Account # 211010
Special Conditions:	Approved Evacuation Plan

PREVIOUS ACTION

November 2007 Flood Project Coordinating Committee approved the use of the property located at 85 N. Edison Units 2, 3, 8, and 9 for a temporary overflow homeless shelter for the 2007-2008.

December 2006 Flood Project Coordinating Committee approved the use of the property located at 85 N. Edison Units 2, 3, 8, and 9 for a temporary overflow homeless shelter for the 2006-2007 winter months.

FISCAL IMPACT

The amount of rent waived is estimated at \$12,000 for the 6-month term of the agreement. Washoe County (Management Services) will pay for all operating costs from their Account # 211010. The Flood Project Infrastructure Sales Tax (NRS 377B) will not be used to operate the shelter.

RECOMMENDATION

It is recommended that the Flood Project Coordinating Committee approve the use of the property located at 85 N. Edison Units 7, 8, & 9 (approximately 4,000 square feet) by the City of Reno for a temporary overflow homeless shelter for the 2007-2008 winter months with the

POSSIBLE MOTION

Move to approve staff recommendation.

Attachments:

- Attachment A – Interlocal Agreement - Government Temporary Facility Use Agreement
- Attachment B – Map of Property
- Attachment C – Emergency Evacuation Plan

(Rev 9-7-08)

Washoe County

**INTERLOCAL AGREEMENT
GOVERNMENT TEMPORARY FACILITY USE AGREEMENT**

Dated as of September 12, 2008

§ 1 Parties and schedule of information.

County Washoe County, a political subdivision of the State of Nevada
on behalf of the
Truckee River Flood Management Project
9390 Gateway Drive, Suite 230
Reno, Nevada 89521-8900

Attn: Doug DuBois (775) 850-7427

City City of Reno
One East First Street
Reno, Nevada 89501

Attn: Jodi Royal-Goodwin (775) 334-2305

Operator To be determined by City. Operator must, however, be organized as a non profit corporation created under NRS Chapter 82 and must be qualified as a charitable organization under Section 501 (c) (3) of the United States Internal Revenue Code.

Facility Units 7, 8 & 9 of 85 North Edison Way, Reno, Nevada, as depicted on the map attached hereto as exhibit "A".

Use Terms From October 1, 2008 through March 31, 2008, City may use the Facility during the hours of 6:00 p.m. to 9:00 a.m. as a men's overflow homeless shelter for up to 60 occupants and two motor vehicles. By 9:00 a.m. each morning, all occupants must be moved and the Facility must be cleaned.

§2. Recitals

A. Acting as administrator of the Truckee River Flood Project under the Truckee River Flood Management Project Cooperative Agreement executed May 23,

2005, County acquired the building at 85 N. Edison Way and is holding and managing it pending receipt of funding and authorization for demolition or other inclusion in the Truckee River Flood Project. Units 7, 8 & 9 of the building (the "Facility") are vacant. .

B. City owns a homeless shelter on Record Street in Reno, Nevada, which is or will be operated by a private contractor under a contract with the City ("Operator"). From time to time during the winter months, the Record Street homeless shelter is unable to accommodate all of the homeless men in need of overnight shelter, and City desires to use the Facility as an overflow overnight homeless facility.

C. Under NRS 277.053, government agencies may enter into cooperative agreements to use or convey facilities without charge if the facility is to be used for a public purpose. Such interlocal cooperative use agreements are exempt from the requirements of NRS 244.2795, 244.281, and 244.283 regarding the leasing of property owned by the County.

NOW THEREFORE, the parties agree as follows.

§3. Use and condition of Facility.

a. General. City may use the Facility on a non-exclusive basis as specified above and subject to the following terms and conditions.

b. Contract with Operator. County acknowledges that City will enter into a contract with an operator and agrees that such operator may use the Facility under the terms and conditions herein provided that (i) County approves the Operator, which approval shall not be unreasonably withheld; (ii) City shall remain obligated hereunder, and (iii) City shall enter into a written agreement with an Operator to manage and operate the homeless shelter in the Facility, which written agreement must be approved by County, who will require adequate indemnification and insurance provisions, and an agreement to operate the Facility in accordance with this Use Agreement.

c. Duties and Prohibited Conduct.

1. Use of the Facility is subject to the rights and enjoyment of existing tenants in the building and adjacent buildings, and City shall cause the supervision and security of invitees and patrons of the overflow homeless shelter to be to avoid unreasonable loitering, panhandling or annoyance of existing tenants or their patrons.

2. City shall not use nor permit the use of the Facility in any manner that will tend to create waste or a nuisance or give rise to the possibility of a forfeiture of or liens against the Facility.

3. City shall comply promptly with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect or which become effective during the term, regulating the use of the Facility.

4. City shall obtain all required zoning entitlements, all required building permits, business licenses and other permits necessary for the operation of the Facility as a homeless shelter.

5. Each morning, the City shall cause the Facility and immediate areas to be vacated and cleaned and shall keep the Facility in a decent, safe and sanitary condition, free from any objectionable noises or odors, except as may be typically present for the permitted uses specified above.

6. City shall be responsible for and shall provide for the security of the Facility and County shall have no responsibility therefor.

d. Furniture and equipment. City shall provide all furniture and equipment for the homeless shelter and shall remove all such equipment and furniture at the end of the term of this use agreement. So long as it does not interfere with the use of the Facility by County, City may store furniture and equipment to be used in the overflow homeless center during non-use times.

e. Acceptance of Premises. City acknowledges that it has made a thorough inspection of the Facility and hereby accepts the Facility as of the commencement date **AS IS WITH ALL ITS FAULTS**. City further acknowledges that County has made no oral or written representations or warranties to the city regarding the condition of the Facility, and that City is relying solely on its inspection of the Facility with respect thereto. City acknowledges that the Premises lies in a flood plain and frequently floods, and City assumes all risks of flooding and agrees and acknowledges that County is under no duty to prevent or minimize the possibility or effects of flooding on the Facility.

f. Maintenance and repairs.

a. Except for repairs as provided below, County will maintain the Facility and make all necessary repairs.

b. City shall be responsible for repairing all damages caused by activities of (i) City's agents, employees, invitees, visitors or contractors; (ii) Operator's agents, employees, invitees, visitors, or contractors, and (iii) patrons of the homeless shelters and their visitors.

§4 Compensation and Expenses.

a. City is authorized to use the Facility without charge.

b. County (Management Services, Account #211010) shall pay all utilities and expenses relating to the care and maintenance of the Facility except for the expenses of (i) cleaning and repairs as provided above, (ii) insurance to be provided hereunder, and (iii) all permits and licenses necessary to operate the Facility as provided above.

§5 Insurance and Indemnifications.

a. Insurance. City shall provide (through self-insurance or by independent policy) and cause the Operator to provide (by independent insurance policy) and during the use term and pay all premiums and keep in force (i) industrial insurance or workman’s compensation as required by Nevada law, (ii) comprehensive form general liability for bodily injury, personal injury and property damage at least \$2 million combined single limit per occurrence); (iii) property damage for contents of the Facility; and (iv) auto insurance all in form and content satisfactory to County.

b. Indemnification by City

To the fullest extent permitted by law, and subject to and without waiving any immunities (except as provided under the law of Nevada, including NRS 41.0305 through NRS 41.039, as amended from time to time), the City shall indemnify, hold harmless and defend County and its related parties from and against all claims and liability arising out of or in any way connected with (i) the operation of the Facility by city or a related party; (ii) any condition in or about the Facility created by City or a related party during any period of time that City or a related party had possession of the Premises; (c) any act, or omission (as defined below) of City or a related party; (iii) any accident, injury, or damage whatever occurring in, at, or upon the Facility caused by an act or omission of City or a related party; and (iv) any breach or default by City in the full and prompt payment and performance of City’s obligations under this Agreement. In addition to those included in the definition below, a “related party” of the city includes any operator and any invitee of the shelter. If any action or proceeding is brought against County and such claim is a claim for which City is obligated to indemnify County pursuant to this Agreement, City, upon notice from County, shall resist and defend such action or proceeding by counsel reasonably satisfactory to County.

c. Indemnification by County

To the fullest extent provided by law, and without waiving any immunities (except as provided under the law of Nevada, including NRS 41.0305 through NRS 41.039, as amended from time to time), County shall indemnify, hold harmless and

defend the indemnified parties from and against all liability arising out of the negligence of County and its related parties or the administration of this Agreement to the extent caused by an act, error or omission of the County or a related party. "Indemnified parties" includes City and its related parties. "Arising out of the administration of this Agreement" means the performance of any task, responsibility or the pursuit of any right contemplated under this Agreement but does not include any acts covered by sovereign or other immunity law.

d. Definitions.

"**Claims and Liability**" means all third party claims, actions, damages, losses, judgments, injuries, costs and expenses, (including those paid to settle the case) including but not limited to attorneys' fees and costs, including those related to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (including the loss of use resulting therefrom) and other economic damages. "**An act, error or omission**" includes acts, errors or omissions that constitute negligence or willful tortious conduct as determined by a court of competent jurisdiction under applicable law, and further includes breaches of this agreement and/or violations of law. A "**related party**" includes all officers, employees, agents, contractors and subcontractors of the party who are acting within the scope of their assigned and lawful duties, as well as anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

e. Limitations and Conditions.

The obligations of each indemnifying party hereunder 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 section. The indemnification shall not be diminished or limited in any way to the total limits of insurance required in this contract or otherwise available to the indemnifying party. If the liability is asserted by an employee of an indemnifying party, the indemnification herein is not limited to damages, compensation or benefits payable by or for the indemnifying party under worker's compensation acts, disability benefit acts or other employee benefit acts. Each indemnifying party shall be permitted to participate, if it chooses, in the defense of any action claiming liability, even if the indemnified party is indemnified hereunder. Either party may set off any of its rights under this subsection against any consideration it provides under this agreement. The obligations to indemnify and save harmless herein survive the expiration or termination of this Agreement.

§6 Term and termination of Agreement.

a. This Agreement automatically terminates on the earliest of (i) at the expiration of the term specified in; or (ii) City ceases to use or cause the Facilities to be used for the public purpose specified in the "Use Terms" stated above.

b. Either party may, with or without cause, terminate this Agreement upon 10 days written notice to the other at the address specified above.

c. In the event of automatic or other termination, City agrees to clean and restore the Facility to its condition on the first day of use, normal wear and tear excepted.

§7. General Terms.

a. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Nevada.

b. Modification. The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.

c. Attorney's fees and costs. If any party hereto institutes any action or proceeding (including arbitration, if authorized) against the other or others arising out of or relating to this Agreement, attorney's fees and costs may be awarded to the prevailing party, as determined by or otherwise allocated at the discretion of the Court (or arbitrator).

d. Partial Invalidity. Each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law, taking into account permissible waivers or provisions which may be upon agreement of the parties. If any term or provision of this Agreement or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, or otherwise unenforceable, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this Agreement. In any event, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

e. Timing Time is of the essence in the performance of this Agreement. Unless otherwise specified, the term "days" means calendar days. If a deadline falls on a weekend or holiday then performance is due on the first business day of the recipient thereafter. Unless otherwise specified, performance is due by the later of 5 p.m. Reno, Nevada time or close of business of the recipient on the day it is due.

f. Entire Agreement; Exhibits; Recording. This Agreement, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. All exhibits referred to herein are attached hereto and incorporated by reference. This Agreement shall not be recorded in the Official Records of Washoe county.

Exhibit A Property Location Map.

EXECUTED on the dates indicated below.

County:

WASHOE COUNTY, a political sub-division of the State of Nevada, (COUNTY)

By: _____

Robert M. Larkin, Chairman
Board of County Commissioners

Date _____

Attest:

By _____

Amy Harvey, County Clerk

Date _____

City:

City of Reno, a political sub-division of the State of Nevada

By: _____

Robert A. Cashell, Sr., Mayor
City of Reno

Attest:

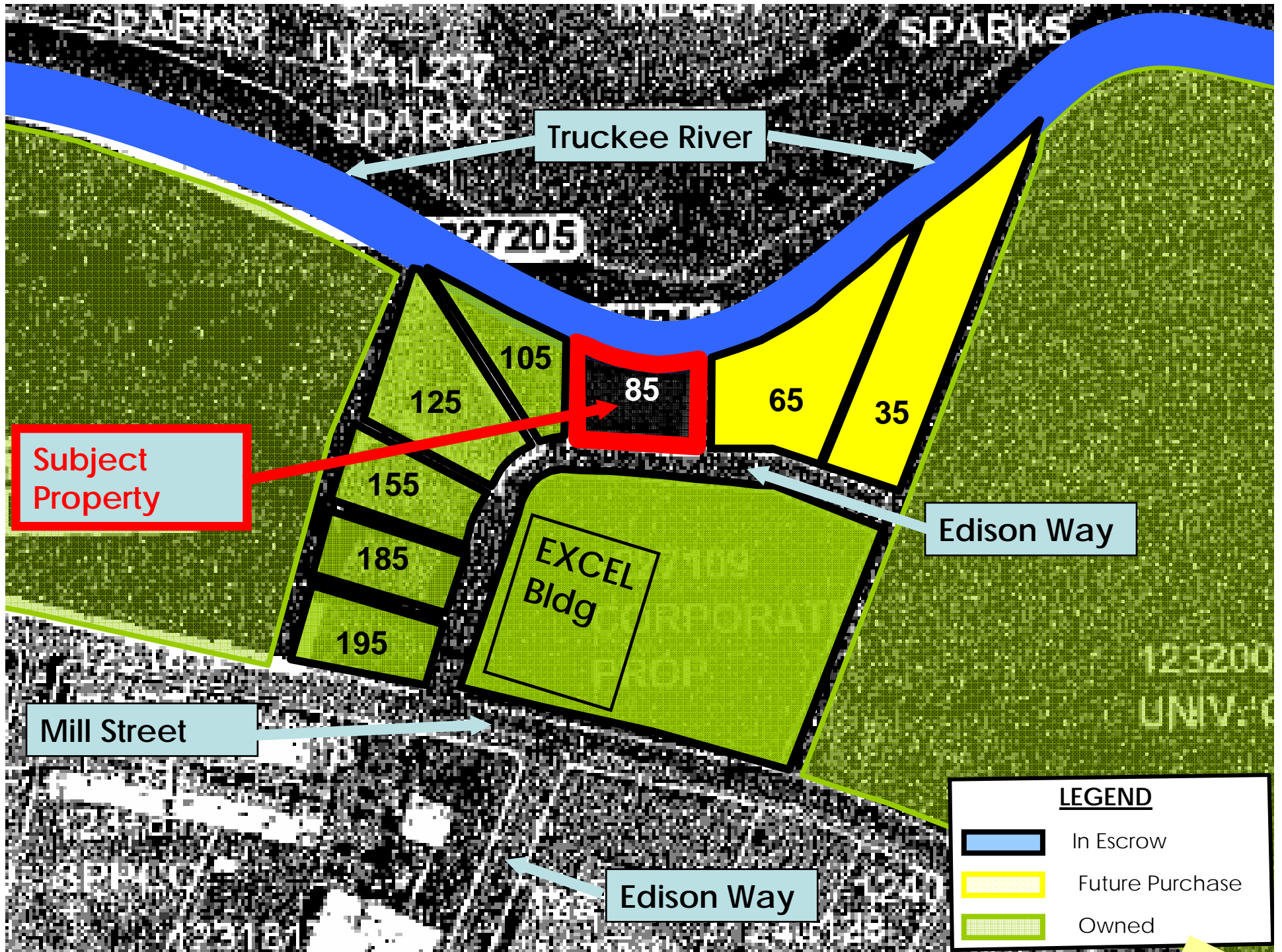
By _____

Date _____

Attachment B:

Exhibit A to the ILA

85 Edison Way Maps



Subject Property

Truckee River

Edison Way

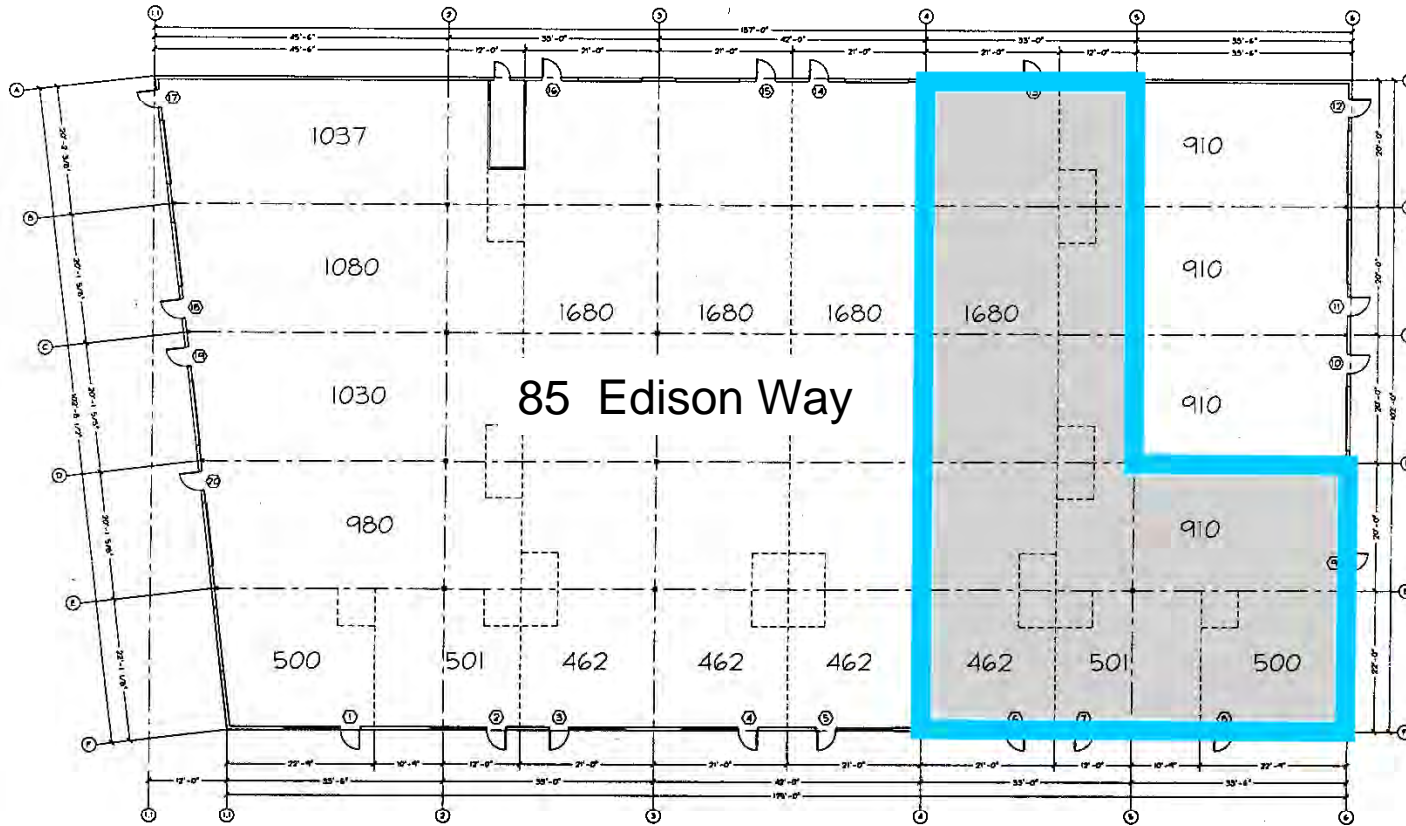
Mill Street

Edison Way

LEGEND

- In Escrow
- Future Purchase
- Owned

Truckee River



Edison Way

Parking

REVISIONS	BY

EDISON INDUSTRIAL PARK
 THE RIBEIRO CORP.
 85 N. EDISON WAY
 FLOOR PLAN

NEVADA CONTRACTOR
 1682 CALIFORNIA CONTRACTOR
 3716A ARIZONA CONTRACTOR
 03301107

191 S. RENO AVE.
 LAS VEGAS, NV
 89115

6490 SO. MCCABEAN
 RENO, NV 89509

DESIGN BY:	
CHECKED BY:	
DATE:	8-12-05
SCALE:	1/8" = 1'-0"
DRAWN BY:	
CHECKED BY:	
DATE:	
SCALE:	
DRAWN BY:	

A-1

Attachment C

Overflow Homeless Shelter

Flood Evacuation Plan

In the event of a *flood warning* during operation of the Overflow Homeless Shelter on Edison Way (October 1, 2008 – March 31, 2009), the following action will be taken:

- The Driver/Supervisor and Volunteer Assistant Supervisor will wake all clients and begin shuttling them back to the Men's Drop In Center using the 15-passenger RSGM van available to them.
- The Driver/Supervisor will drive between the Men's Overflow Shelter and Men's Drop In Center, while the Volunteer Assistant Supervisor remains at the shelter to provide supervision and order.
- This process will continue until the last man boards the van for transport back to the Men's Drop In Center.
- The Volunteer Assistant Supervisor will join the last vanload of men back to the Men's Drop In Center.
- The Supervisor will notify Jodi Royal-Goodwin of the situation and will receive further direction if necessary.

If waters in the Truckee River are rising so rapidly that there is not time to safely transport the men back to the Men's Drop In Center, the Driver/Supervisor and Volunteer Assistant Supervisor will follow the same procedure outlined above, but will simply drive the men to higher ground, away from the river. **The latter location will be determined before the opening of the Men's Overflow Shelter.**

August 29, 2008

Truckee River Flood Project - Financial Report for July 2008 - August 2008

REVENUES	FY 09 Budget Plan	Actual Revenues /Expenditures	Actual + Encumbered	FY 08 Prior Year Actual*
Beginning Fund Balance	23,190,669.00	23,190,669.00	23,190,669.00	21,662,582.00
Infrastructure Sales Tax	8,260,539.00	0.00	0.00	8,385,746.91
Investment Earnings	770,000.00	55,461.00	55,461.00	768,960.00
Realized/Unrealized gain on investments	0.00	(15,800.00)	(15,800.00)	271,292.00
Rental Income	250,000.00	28,906.00	28,906.00	209,660.69
Miscellaneous Revenue	0.00	0.00	0.00	15,034.00
TOTAL REVENUES + FUND BALANCE	32,471,208.00	23,259,236.00	23,259,236.00	31,313,275.60
	9,280,539.00	68,567.00	68,567.00	9,650,693.60
EXPENDITURES				
Salaries and Wages	1,020,836.00	135,094.00	142,155.00	698,051.00
Employee Benefits	304,702.00	39,547.00	39,547.00	194,093.00
Services & Supplies **	3,571,381.00	250,391.00	1,095,161.00	2,383,471.00
Capital Outlay	20,000.00	0.00	0.00	22,559.00
Bond Issuance Costs	1,200,000.00	0.00	0.00	0.00
Debt Service Fees	4,100.00	1,500.00	1,500.00	1,500.00
TOTAL EXPENDITURES	6,121,019.00	426,532.00	1,278,363.00	3,299,674.00
OTHER FINANCING SOURCES				
Debt Issued	60,000,000.00	0.00	0.00	0.00
TOTAL OTHER SOURCES	60,000,000.00	0.00	0.00	0.00
OTHER FINANCING USES				
Transfers to General Fund	0.00	0.00	0.00	0.00
Transfers to Debt Service	8,947,351.00	0.00	0.00	5,053,525.00
Transfers to Infrastructure	76,500,000.00	0.00	0.00	0.00
TOTAL OTHER USES	85,447,351.00	0.00	0.00	5,053,525.00
Total sources over (under) uses	902,838.00	22,832,704.00	21,980,873.00	22,960,076.60

* FY 08 prior year actual figures still unaudited

**Detail for Services & Supplies on next page

Truckee River Flood Project - Financial Report for July 2009 - August 2008

Services & Supplies Detail:	FY 09 Budget Plan	Actual Revenues /Expenditures	Actual + Encumbered	FY 08 Prior Year Actual
Professional Services	3,056,957.99	197,243.34	996,241.36	2,010,814.30
Invest Pool Alloc Ex	17,540.00			
Service Contract	36,133.00	6,523.03	7,618.03	31,816.52
Repairs & Maintenance	12,500.00	1,329.55	1,329.55	25,490.27
Operating Supplies	1,500.00	19.62-	19.62-	3,516.06
Parts & Supplies				325.00
Special Dept. Expense	50,000.00	1,722.54	1,722.54	29,959.99
Copy Machine Expense	28,166.21	3,036.52	36,392.15	17,466.45
Office Supplies	15,000.00	1,187.96	10,009.99	8,156.06
Books & Subscriptions	1,500.00	170.00	170.00	1,741.30
Express Courier	2,000.00	175.75	175.75	1,244.63
Other Expense				3,908.96
Printing	15,000.00	1,060.13	3,560.13	4,238.35
Licenses & Permits	1,000.00			200.00
Telephone Land Lines	5,000.00	2,366.09	2,366.09	4,890.92
Seminars & Meetings	6,000.00	100.00	100.00	6,779.00
Auto Expense	6,000.00	309.79	309.79	4,419.62
Cellular Phone	3,500.00	282.09	282.09	3,118.95
Dues	900.00			665.00
Advertising	30,000.00			673.02
LT Lease-Office Space	85,000.00	18,580.80	18,580.80	57,007.56
Referral Services				401.45
Food Purchases	2,500.00	162.72	162.72	2,719.73
Utilities	48,519.00	3,070.11	3,070.11	42,711.30
Water/Sewer	29,260.00	3,355.70	3,355.70	26,349.30
Natural Gas	51,688.00	1,582.13	1,582.13	49,408.05
Equip Srv Replace	2,760.00	273.91	273.91	1,641.00
Equip Srv O&M	624.94			717.29
Equip Srv Motor Pool				232.50
Property & Liability	7,667.00	1,277.84	1,277.84	584.04
Travel	24,000.00	4,164.18	4,164.18	6,641.30
Equipment Non-Capital	30,665.00	2,436.30	2,436.30	35,632.99
TOTAL SERVICES & SUPPLIES	3,571,381.14	250,390.86	1,095,161.54	2,383,470.91