

**CARSON CITY PARKS AND RECREATION COMMISSION**  
**Minutes of the September 2, 2008 Meeting**  
**Page 1**

A regular meeting of the Carson City Parks and Recreation Commission was scheduled for 5:30 p.m. on Tuesday, September 2, 2008 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Donna Curtis  
Vice Chairperson Pete Livermore  
Commissioner Chuck Adams  
Commissioner Tom Keeton  
Commissioner Steve Lasco  
Commissioner John McKenna  
Commissioner Kathryn Shabi  
Commissioner Jim Smolenski  
Commissioner Todd Westergard

**STAFF:** Roger Moellendorf, Parks and Recreation Department Director  
Scott Fahrenbruch, Parks and Recreation Director of Operations  
Vern Krahn, Park Planner  
Juan Guzman, Open Space / Property Manager  
Melanie Bruketta, Chief Deputy District Attorney  
Darlene Rubin, Recording Secretary

**NOTE:** A recording of these proceedings, the commission's agenda materials, and any written comments or documentation provided to the recording secretary during the meeting are public record, on file in the Clerk-Recorder's Office. These materials are available for review during regular business hours.

**CALL TO ORDER AND DETERMINATION OF QUORUM (5:31:36)** - Chair Curtis called the meeting to order at 5:31 p.m. Roll was called and a quorum was present.

**CITIZENS COMMENTS ON NON-AGENDIZED ITEMS** - None.

**1. ACTION ON APPROVAL OF MINUTES - August 19, 2008** - Commissioner Keeton moved to approve the Minutes, seconded by Commissioner Smolenski, and carried unanimously.

**2. MODIFICATION OF THE AGENDA** - None.

**3. STAFF UPDATES - DISCUSSION ONLY - NO DELIBERATION (5:33:47)** - Chair Curtis asked about the tour of the Carson City Fairgrounds proposed at the last meeting. Vern Krahn advised that the Exhibit Hall had earlier been reserved so the tour was not possible at that time. Roger Moellendorf suggested a tour could be scheduled for any commissioners who wished to do so. The consensus was that a tour would be desirable and Mr. Krahn said he would arrange for it.

Mr. Moellendorf reminded the commission of the Ronald D. Wilson Memorial Park grand opening on Friday, September 5, 2008 at 5 p.m.

# CARSON CITY PARKS AND RECREATION COMMISSION

## Minutes of the September 2, 2008 Meeting

### Page 2

Chair Curtis asked when the Interim Finance Committee would meet to discuss the Capital Projects as discussed at the last meeting. Mr. Moellendorf said no date had been set.

#### 4. NON-ACTION ITEMS - DISCUSSION AND PRESENTATION ONLY (5:36:40)

##### A. DISCUSSION ONLY REGARDING AN UPDATE FROM KYLE HORVATH REGARDING VOLUNTEER PROGRESS TOWARDS DEVELOPING A DISC GOLF COURSE -

Mr. Moellendorf reintroduced Mr. Horvath and stated that he and Scott Fahrenbruch had been very impressed with the work Mr. Horvath and his volunteers had accomplished. Mr. Horvath reported that he had created a brochure for the fundraising aspect of the project. So far, ten businesses had pledged donations--he had not wanted to accept money until he received Commission approval--and many other businesses had expressed interest in donating. There were also additional volunteers on board. Mr. Horvath stated that they had played at least ten rounds of disc golf trying to determine the best way to approach it and had come up with a "pretty solid" 18-hole disc golf course that best utilized the land and made it interesting without being too strenuous. It had been set up so that golfers could play either nine holes or 18. He had been working with several other people and departments to help with the layout. Additionally, he had talked to the Boy Scouts about doing environmental projects. The fundraising goal was \$7,500 and he felt that with the number of businesses interested raising that amount that would not be a problem.

The course was located in Centennial Park, on the hillside that had burned previously, behind the softball fields. Mr. Horvath presented a map illustrating the area where the course was located. The Disc Golf Association recommended between one and three acres per hole; he was uncertain how many acres were involved but it was well within the parameters of what the park had use of. He reported receiving a very enthusiastic response from the community about the course.

Chair Curtis asked about a time frame once funding was achieved. Mr. Horvath responded that he had approval from the basket supplier to order by basket [rather than bulk], thus as soon as funds were received they could start putting baskets in the ground. He imagined being able to "phase it in," for example, three holes at a time. People could begin playing, and then more businesses would be drawn in. He felt it would be a big achievement to have nine holes in place before winter snows. Commissioner Shabi inquired if all the approvals (from the City) had been obtained. Mr. Moellendorf advised that the project had not yet gone before the Board of Supervisors because they wanted to make sure Mr. Horvath had it up and running and had his organization behind him. Commissioner Smolenski asked if the fund raising was basically for the equipment and whether any major landscaping was needed. Mr. Horvath said they were using all native turf, there was no need for rock or ground moving. He was hopeful that a construction company would come on board as a sponsor so his group could use their tools or equipment, or have their people help out with the major items. Fundamentally, all that was needed was to dig a 1-foot by 2-foot hole in the ground and cement it. Other than limited raking and leveling no major construction was needed to build the course. Ms. Shabi asked about trees. Mr. Horvath had applied for a grant, which had since been approved, now the Nevada Division of Forestry was allotting a certain amount of money to put in trees and irrigate. Most likely the trees would be juniper which were native to the area.

**CARSON CITY PARKS AND RECREATION COMMISSION**

**Minutes of the September 2, 2008 Meeting**

**Page 3**

**B. DISCUSSION ONLY REGARDING THE STATUS OF CURRENT QUESTION-1 PROJECTS AND FUTURE FUNDING ROUNDS (5:44:48)** - Mr. Guzman reported having applied for “Q-1” projects when they were available for the first time just prior to 2004/5/6, and believed they had used their funding well. Question 1 Land was the main source of funding that Carson City used. The funds were divided into different categories, mostly the Open Space Program used land acquisition while Mr. Krahn used the Park and Recreation account. The two accounts they used the most were almost depleted, but there was still a small amount left in the Carson River Acquisition account that would be used for Open Space. It was an on-going debate, he added, about how best to use those funds but they would be put to good use.

Chair Curtis reminded the Commission that the subject at hand had been a statewide voter initiative. She asked about the \$5.3 million remaining in the Nonprofit Organizations account and wondered if there was still discussion about trying to move that over into some of the other categories. Mr. Guzman stated there had been some talk but the outcome was the agency had decided not to do that. Specifically, the Nature Conservancy’s national movement had problems with that. Mr. Guzman said their next step was to divide Carson City into projects and project areas and they tried to gain from each project. One project would be buying the land, the next would be putting facilities on it. To the extent possible, they had gotten those approved by all the committees in the City and eventually by the Board of Supervisors, and then revised it again.

Mr. Guzman next gave a “report card” on how they had done: The first project referred to land acquisitions involving Horse Creek Ranch and Hutchinson, and they had obtained \$1.8 million towards those projects which had now been completed. The next group was the Carson River Land Acquisition. They had been awarded about \$5.63 million; they had completed acquisition of the Andersen property and had pending acquisitions with Mr. Serpa and Mr. Jarrard. The Potter Property was added later and was located close to town, at the corner of Ormsby Boulevard and 5<sup>th</sup> Street. He was continuing negotiations however there were no funds to be applied; the only possibility would be if another jurisdiction did not complete its project and funding became available. They watched that closely, he added.

Project #12 - Acquisition of Lands between Ash Canyon and Kings Canyon had to do with several properties and there was no application for “Q-1” funds. He anticipated applying under Legacy for Forest Service funding. The Upper Ash Canyon Land Acquisition referred to the Wilson Trust property and Legacy money was being used to purchase that. The C-Hill Project was postponed because land was coming to Carson City through dedications or through development process and that was not moving forward so they had to determine if they could go after the lands with nonprofit organizations.

Mr. Guzman explained the “Legacy Program” was administered by the State of Nevada, Division of Forestry, however the funds were federal. Lands that were at least 75 percent forested were eligible in a nationwide competition for funds. On the first submission, with the land owner representing the State, it ran 17<sup>th</sup> out of 98 nominations nationwide. Mr. Guzman anticipated closing that project in January 2009.

Vern Krahn examined several other projects related to the different trail aspects of the “Q-1” funding sources. The Linear Park Trail Extension was a project that went from Linear Park at Governors Field

## CARSON CITY PARKS AND RECREATION COMMISSION

### Minutes of the September 2, 2008 Meeting

#### Page 4

across the Lompa property and connected into what the Nevada Department of Transportation was doing-- a section of path they were building on the west side of the freeway that would go under 5<sup>th</sup>, underneath the freeway, and over to Butti. Once it reached Butti, "our project kicks off again." The existing trail south of the Waste Water Treatment Plant to the east side where the crossing was on Fairview Drive. Mr. Krahn added that in working with the Public Works Department they had allowed Rob Fellows and some of their design engineers and drafting people to help design the project in-house, an approximate \$44,000 savings. That savings, plus a \$25,000 allocation from the Open Space Advisory Committee, enabled paving onto the Moffat property and some trail connections that would continue the segment from the Moffat property across Eagle Valley Creek, over to the River Knoll subdivision area. The project should be out to bid this week, he added, and if things went well it would be constructed this year. That meant one would be able to traverse from Governors Field to the Moffat property entirely off-street. Furthermore, the \$44,000 savings plus the \$25,000, would enable the connection across Eagle Valley Creek on the east side of the Moffat hill, up to the Lepire Drive, which connected to the River Knoll subdivision. Once completed, the children could come out of the subdivision and go down across the creek and straight to the school.

In response to some questions and uncertainty about who else was involved in those projects, Mr. Krahn reported that some time back the School District, assisted by John Flansberg and the Public Works Department, had paved a section on the Moffat property that went to Fairview from the pedestrian crossing back up to the manufacturing facility. Another project was being done by the Regional Transportation Commission (RTC) who had applied for enhancement grants and would be connecting from the round-about at 5<sup>th</sup> Street and Fairview Drive to Eagle Valley Middle School going along 5<sup>th</sup> Street. Both the Parks Department and the Public Works Department were trying to develop safe routes to school for the Eagle Valley Middle School students.

Next, Mr. Krahn reported on the V & T Trail Project to the Carson-Tahoe Hospital. He said that because of Mr. Guzman's efforts, part of the route that had been in private hands had now been obtained through the dedication of 77 acres of the Casey Trust property to the Carson City Open Space Program. That trail was "on Combs Canyon Road, up the old V&T grade, about half way up, that was where the Casey property cut across. It was 80 acres of land, three acres went to development, the rest--77 acres--went to the Open Space Program."

Chair Curtis asked what was left after the dedication of the land. Mr. Guzman responded that they had a promise of dedication which could be used right away on the Jenkins property to the north. Jenkins applied for a subdivision which had been approved, however it did not go to the Board of Supervisors so the project was withdrawn. Mr. Jenkins kept his promise that whenever we were ready to use the right-of-way for the V&T we could. Before that, it went by Silver Oak and Silver Oak already had Mr. Guzman's recommendation to dedicate the right-of-way also. The rights-of-way were in place and now simply had to be coordinated. Some huge boulders needed to be moved but other than that it was ready for use. Chair Curtis asked if the trail on the north side of Combs Canyon would be left as it was. Mr. Guzman said it would go back down into the hospital and arrangements had been made with the hospital to connect. Before it reached the hospital it crossed one more area which was the Children's Home, and Mr. Guzman said he continued to work on one of the members there to make sure they had a good relationship. He did not have a "firm yes, but not a no, either."

## CARSON CITY PARKS AND RECREATION COMMISSION

### Minutes of the September 2, 2008 Meeting

#### Page 5

Project #2--the Multi-Use Trail from Riverview Park to Empire Ranch Trail: Mr. Krahn reported there had been no Question-1 grant applications submitted for that project, however, the City had an opportunistic situation whereby the Vidler Water Company would complete the segment of the project to connect low-flow crossings to the existing trail to the north at the Empire Ranch Golf Course trail. There were 38 acres, of which five or six would be developed with the balance going to the Open Space Program. Four or five homes were slated for the development but due to the slow economy it was unknown when those would be constructed. However, once the developer moved ahead the trail would be completed.

The Mexican Ditch Multi-Use Trail from Hidden Meadows to Silver Saddle Ranch; Mr. Krahn referred to that as the "Mexican Ditch Trail Bridges Project." Bids had been received for both bridges--one for a new bridge south of Buzzy's Ranch Road, the other a replacement bridge--from the current five-foot wide bridge to a 12-foot wide bridge--and was presently out to bid for the concrete abutments. A pre-construction meeting was scheduled for Thursday, September 4 with the contractors and would open bids two weeks later. He hoped to be able to award the project at the Board of Supervisors meeting on October 2. The project should be completed by the end of the year.

The Aquatic Trail Plan's Improvements - Mr. Krahn reported that the Carson River Aquatic Trail Master Plan had been completed and staff's focus had been on improvements at the Morgan Mill Road River Access Area and at Carson River Park. The design had been completed by Resource Concepts, Inc. (RCI) for the Morgan Mill Road river access. However, a significant problem developed with a consultant who had been retained to provide all the necessary permits; the consultant had not performed and was terminated. Accordingly, the window of opportunity to get into the river before winter had been missed. It would be next year, probably summer of 2009, before the boat ramp and parking lot would be completed at Morgan Mill. Mr. Krahn said that RCI would also take over that portion of the project and obtain the permits. Regarding Carson River Park, Mr. Krahn stated they would be putting together plans with the consultant teams and negotiating with Hansen Landscape Architects to provide professional design services and it was hoped some construction work would begin in Spring 2009.

Regarding Lake Tahoe Bike Path, Mr. Guzman said "we continued to participate as nonpaying members of the club. Douglas County wanted to build their demonstration project south of Carson City, Washoe County wanted to build theirs north of us, and since we're in the center, we keep hoping that they come to us and meet at some point." He added that it had been amazing how much work had been done on the project which involved "selling" it to TRPA. TRPA would carry the bulk of paying for it. Thus, the Forest Service, TRPA, "Q-1" project, and the three jurisdictions had gotten together and collected quite a bit of money towards the design, ornamental work, and eventual construction.

The Urban Fishing Pond Project: Mr. Krahn reported the project was moving forward. With the money available, staff had been able to: remove/relocate the power pole in the center of the pond, install conduits for putting the power line underground in the future, demolish the site so it was flat, and make improvements at the Clear Creek crossing. Additionally, a head gate needed for the pond and an additional culvert crossing to help with stream flows and protection for the pond and fairground had been developed. Mr. Krahn said he was pleased to announce three more partners to this project -- Nevada Bighorns Unlimited, who had provided \$5,000; Western Nevada Supply had provided \$1,000, and the Washoe Tribe

## CARSON CITY PARKS AND RECREATION COMMISSION

### Minutes of the September 2, 2008 Meeting

#### Page 6

of California and Nevada, who had been adamantly opposed initially, were after two to three years of working with the tribes now on board. Finally, City staff had applied for and received \$215,000 of land and water conservation fund grants, all of which moved the project closer to rebidding it. Mr. Krahn noted the project still lacked about \$150,000 but hoped that in the next grant cycle and by working with the Nevada Department of Wildlife that additional money would be found. He hoped construction would begin next year.

Regarding the Clear Creek Habitat Improvement Project, Mr. Krahn reported that “small but critical” progress had been made. One contractor on the south side of the creek had been helping do the smaller improvement projects indicated earlier for the Urban Fishing Pond, as well as a contractor on the north side of the creek who was doing the Fairgrounds project and Mr. Krahn had worked with them to do improvements to the west of the crossing at Clear Creek. The capacity of the new culvert crossing had been doubled as well as expanding the flood plain in that area to permit greater opportunity to have and restore the larger stream zone environment along the creek area. Stream bank modifications and re-vegetation projects had been done, thus the entire habitat restoration issue and trails around the project area were a larger project identified in the Question-1 document. This had been a “no-cost” effort as a result of being able to work with the different contractors on both sides of the creek to make the improvements.

The Habitat Conservation Plan for Carson City Properties along the Carson River: Mr. Krahn had conversations with Nevada Division of State Lands who indicated that the Question-1 funds were primarily used for habitat conservation plans for threatened and endangered species. Since Carson had none, it would not be a viable funding source.

In response to a question from Vice Chair Livermore about prioritization, Mr. Krahn reported, for the benefit of new members, the original prioritization and the development of the “Q-1” list had been approved by the Board of Supervisors in September 2003. Three years later, there had been another re-prioritization process and in September 2006 again went to the Board of Supervisors for approval. He added that they had tried to take advantage of every funding opportunity with project priorities using development, open space, the Legacy Fund, Recreation Trails, and other types of funding sources to leverage their money to accomplish those goals. He believed his staff had been very successful in moving the list along over the past two years. Mr. Livermore next asked if there were any funds remaining from the \$10 million Carson Railroad fund. Mr. Krahn said there was about \$126,000 left that could be used for land acquisition or recreational purposes. They needed to determine if on the trail side and park side they could match that, but they were not “going to let it go away.” Chair Curtis mentioned that Carson was doing well compared to other jurisdictions--meaning “we got in the game early and often.” She expressed appreciation for their work in putting the staff report together.

#### 5. ACTION ITEMS (6:22:32)

**A. ACTION TO RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE REVISED USE AGREEMENT BETWEEN CARSON CITY AND THE HIGH SIERRA RADIO CONTROL CLUB.** Scott Fahrenbruch, Parks and Recreation Director of Operations, noted first that use agreements typically were not revised unless they expired or unless a major change took place with

## CARSON CITY PARKS AND RECREATION COMMISSION

### Minutes of the September 2, 2008 Meeting

#### Page 7

a nonprofit organization or with the City or the facility. The situation at hand was unique. For the benefit of the newer commissioners, Mr. Fahrenbruch advised that the Pony Express Air Park was the model airplane flying field adjacent to the Carson City Landfill and it should be on the tour for those who had not seen it. The High Sierra Radio Control Club (HSRCC) was a nonprofit corporation that managed that facility. A meeting was held several months ago at the Parks and Recreation office, Chair Curtis had been involved along with Director Moellendorf, Mr. Fahrenbruch, and officials and members of the High Sierra Radio Control Club. The thrust of the meeting was about the V&T Railroad Project and possible conflicts with the railroad coming into close proximity of the Pony Express Air Park. That meeting “morphed” into some concerns with the use agreement: the HSRCC had concerns that, as then written, the language provided that, if any particular member was at the facility at any time they were liable for any negligent or illegal act by any member of the public who might come to the facility. They felt that wording was heavy-handed and they did not want to put their members in a position of liability. Staff agreed and worked with the district attorney’s office and came up with alternate language.

The language in question began on page 2, line 20, number 4. Restriction on use, and would be changed to read: “HSRCC agrees to accept and assume liability for any negligent or intentional acts or any claims incurred during any organized or scheduled club events or activities when HSRCC has control of the facility and when the general public (non-HSRCC members) are restricted from the use or access to the asphalt runway and/or any of the model airplane flying facilities.” Essentially that meant that on any given day, if individual member(s) were there flying and it was an unscheduled activity, if the general public went out there and committed a crime or an illegal act, those particular members who might be at the facility were not liable. If, however, at a HSRCC-sanctioned event or activity, they would be liable for any criminal or illegal actions of anyone at the facility and HSRCC’s insurance needed to cover that. That language change had been approved by the district attorney’s office and by the HRSCC.

Mr. Fahrenbruch added that they also cleaned up the agreement on page 1, which referred to the “Carson City Radio Control Flying Field” on the old agreement, to now read “Pony Express Air Park.” On page 3, the section dealing with Serving of Notices, instead of naming the individual public official or club official which undoubtedly would change over the years, now only the mailing address and contact information would be shown. Finally, Mr. Fahrenbruch introduced the president of the High Sierra Radio Control Club who confirmed the club was happy with the agreement.

Commissioner Smolenski pointed out line 13 on Exhibit B to the Use Agreement stated the location name “Pony Express Model Airpark,” and asked if it should be corrected to “Pony Express Air Park.” Mr. Fahrenbruch said it should be “Pony Express Air Park” and the document would be corrected.

Commissioner McKenna asked why the HSRCC was “on the hook” for liability insurance, and was it the same for everyone who had a use agreement with the City? Mr. Fahrenbruch responded that any nonprofit corporation entity on whom the City relied to manage a facility--Capitol City Gun Club, for example--to make sure all safety procedures were adhered to, opened and closed the facility, took in the money, ran the tournaments, and so on, had to carry liability insurance. The City did not want to operate, manage or supervise that facility, the same was true for the High Sierra Radio Control Club. He pointed out, too, there was a posted notice that anyone who had proper liability insurance could fly model airplanes at the

## CARSON CITY PARKS AND RECREATION COMMISSION

### Minutes of the September 2, 2008 Meeting

#### Page 8

location, they did not need to be a HSRCC member. Further, since the HSRCC did manage that facility they had scheduling priority. Mr. Fahrenbruch stated that everyone the City/Parks and Recreation dealt with through the use agreement process had to be a nonprofit corporation and had to carry a minimum \$1 million liability insurance policy--such as the Capitol City Gun Club, HSRCC, Carson City Youth Sports, among others. Commissioner Shabi asked if that included the Dog Park. Mr. Fahrenbruch replied that if a group managed a city-owned dog park it would also be required to have similar insurance. She next asked about the Disc Golf Park, and he said that would have the same requirement. Further discussion ensued regarding insurance and liability and various definitions, the end result of which was a meeting of the minds on the contract language. **Commissioner McKenna moved to recommend to the Board of Supervisors approval of the revised use agreement between Carson City and the High Sierra Radio Control Club. Seconded by Commissioner Lasco. The motion carried 9-0.**

**B. ACTION TO RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE REVISED USE AGREEMENT BETWEEN CARSON CITY AND THE CARSON CITY HISTORICAL SOCIETY. (6:39:22)** Mr. Fahrenbruch explained the reason this agreement was being revised was that the previous agreement had expired in 2007, however, many changes had taken place within the Historical Society which had delayed a more timely revision. The Carson City Historical Society was now comprised of the Landmark Society and the Foundation for the Betterment of Parks and Recreation, all of which had merged to create one entity, the nonprofit corporation known as the Carson City Historical Society. Mr. Fahrenbruch said they had to make sure the merger would work and that they had adequate insurance throughout the process. The language in the agreement had to be cleaned up, taking out the Landmark Society, Incorporated reference and changing it to the Carson City Historical Society. Another change involved the Roberts House Museum which name was changed to the Foreman Roberts House. The lease and term in the previous agreement in 1997 was for a ten year term; that had now been changed to be consistent with the City's other use and lease agreements for a three-year term that was automatically renewed, unless either party served notice of their intention to terminate the agreement. The rent as specified on page 2 of the previous agreement was for \$1.00 per year; that had now been changed to \$1.00 for the three-year term.

The Society had some concern, Mr. Fahrenbruch said, about some of the language as far as how often the facility had to be open; in the previous agreement it stated ten days per month or four hours per day as demand warranted. After a lengthy discussion with the Society, it was agreed there was no way to quantify that stipulation. Given the fact they were all volunteers with no paid staff, he decided to leave that out of the agreement. They do have numerous functions as well as tours by appointment, and the City felt satisfied that the Carson City Historical Society would exceed that earlier specified minimum. Mr. Fahrenbruch then introduced Gary Cain, president of the Carson City Historical Society, and Sue Ballew, also with the Society. They are happy with the revisions and changes to the agreement.

Commissioner Smolenski noted that the revised agreement did in fact state the Foreman Roberts House had to be open 12 days a year, and Mr. Fahrenbruch stated that was due to a requirement of the National Parks Service, which had been complied with in order to receive funds and grants from them. Commissioner Keeton asked if the Foreman Roberts House was ever rented out for other functions, and if so, were they also required to have the \$1 million insurance. Mr. Fahrenbruch said that any activities such as weddings,

# CARSON CITY PARKS AND RECREATION COMMISSION

## Minutes of the September 2, 2008 Meeting

### Page 9

etc., were covered under the umbrella of the Carson City Historical Society. The museum was always a supervised facility, which was different than the Wungnema House where anyone renting that facility had to provide their own insurance. **Commissioner Smolenski moved to recommend to the Board of Supervisors to approve the revised use agreement between Carson City and the Carson City Historical Society. Seconded by Commissioner Lasco, the motion carried 9-0.**

**C. ACTION TO RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF A JOINT USE AGREEMENT BETWEEN CARSON CITY AND THE BOYS & GIRLS CLUB OF WESTERN NEVADA FOR THE PROPOSED INDOOR RECREATION CENTER AND THE BOYS & GIRLS CLUB CLUBHOUSE. (6:47:02)** Mr. Moellendorf informed the Commission that he and Joel Benton, deputy district attorney, had been working closely and diligently with the Boys and Girls Club's director Hal Hanson, and Jason Woodbury, president of the Boys and Girls Club (BGC) board, to forge a Joint Use agreement (Exhibit A of the Agenda) for the use of the two facilities. The agreement was crafted to be simple based on a very successful model currently in use with the school districts. There were six main points for consideration: First, the City would allow the BGC to use the parking lot. Second, the BGC had primary use of the recreation center gym from 2 to 6 p.m. Monday through Friday during the traditional school year, and 7 a.m. to 6 p.m. Monday through Friday during the traditional summer school break, all at no charge to the BGC. Third, the City, at no charge, was allowed to have use of the clubhouse when the BGC was not utilizing it, as well as the outdoor facilities. The plan included an athletic field as part of the outdoor facilities, tennis court, and basketball courts. The fourth point, the director of the Parks and Recreation and the manager of the BGC, or their designees, would meet quarterly to schedule the use of the facilities. Fifth, each party was the sole owner of its respective facilities and would be in charge of the maintenance of those facilities. Sixth, each party would indemnify and hold harmless each other in the operations of the facility.

Chair Curtis had questions regarding the hours the BGC would use the gym. Specifically, if the City wanted to schedule a program, what if they said it would not be available? Would it not be possible to specify the hours? Also, in summer, if that would serve as a drop-in facility, did they start their programs at 7 a.m. Mr. Fahrenbruch said they did start at that hour. As far as scheduling their hours, they had lengthy discussions about that and decided that by meeting quarterly the directors of both entities would be able to decide what those hours would be. The key was flexibility, he added, and he felt they would be very generous with the use of their facility and it would allow us to provide some additional programming that could not otherwise be done. Ms. Curtis pointed out that our Recreation Center building was being designed without certain facilities because we had assumed we could use theirs. She expressed concern that if we developed more programs, they might also do the same, and we would have to rely on their generosity--what if the parties cannot come to agreement?

A lengthy discussion ensued with commissioners expressing similar concerns. Commissioner Westergard believed it was a one-sided agreement favoring the BGC--the word "primary" really should be interpreted as "priority,"--the BGC got "priority" use of the gym. Mr. Moellendorf pointed out that it was one-sided because they were giving the City the land at no cost and that had to be put into the context. He also reminded that with the anticipated quarterly scheduling meetings, there would be plenty of time to iron out the scheduling to avoid conflicts, as well as, to advertise any "Discover Us" programming that would

## CARSON CITY PARKS AND RECREATION COMMISSION

### Minutes of the September 2, 2008 Meeting

#### Page 10

evolve. Chair Curtis rejoined that the choice was “to build our own building on our own land, and we had land to do it, so while it was very nice they were giving us the land, but in turn were we giving up our whole recreational program?” She noted that the new Recreation Center facility would only contain exercise rooms, the lobby, and the gym; it would not be the building they wanted to build with the meeting rooms and so on. “We were depending on them for the meeting rooms,” and she felt different language was needed in the agreement. “We want priority use of those rooms at certain times. There had to be times when they were not using those rooms.”

Commissioner Westergard did not understand why the BGC had priority use of a Carson City gym. He agreed with Chair Curtis that if they could use the Recreation Center at will, we should be able to use their facility whenever we wanted, but it seemed to make more sense for the owner of each facility to determine its own use. He added that it did not matter how often the principals met, the agreement stated the BGC had priority use of the gym. Mr. Fahrenbruch said the agreement did allow priority use during those times as previously stated: The BGC could use the gymnasium during the school year, after school activities, during the summer from 7 a.m. to 6 p.m. Those times would be slow times for the City’s use so it did maximize the use of the facility. He reiterated, the reason they had priority use was in exchange for them giving the land to the City to build the Recreation Center. Commissioner Westergard said, “We’re building their gym.” Mr. Moellendorf said, “We’re building our gym and letting them use our gym giving them most of the good times.” Vice Chair Livermore interjected that it was when it was most usable--summer vacation months--the City did not have any recreation program going on then. Mr. Livermore reminded that the BGC provided recreation programming at no cost to the City. They had 4,000 children enrolled. Commissioner Keeton said when the project was entered into years before it was because the City needed indoor recreation, and now, that indoor recreation space was being given away to the BGC at their priority. Mr. Livermore responded that their priority hours were different than the City’s priority hours--which were November, December, January, and February after school hours.

Commissioner McKenna brought up a new subject of concern stating he wanted to see a section in the agreement that dealt with arbitration procedure. He suggested the head of the School District, the head of the BGC, the City’s Mayor, and possibly the head of the Community College as potential candidates for an arbitration board. If the principals at interest could not agree, then citizens who were responsible to the voters or were public figures had some input. He noted that the difference between the BGC Joint Use Agreement and the agreement with the School District was that everyone in the School District/Parks and Recreation agreement was an elected official. The instant agreement was with a private, nonprofit who appointed its board members. A situation could arise, he continued, where the appointed board members were not responsive as elected officials. Therefore, a formal arbitration program should be built into the BGC agreement.

Mr. McKenna’s next point concerned section 2, the reference to the “traditional school year, defined as...” could be reduced to a sentence--“multi-track year”--for instance, because there was always the possibility that schools would change their scheduling, and “you don’t want to be in the middle of a year-round school debate.” (Mr. Moellendorf, later on in the meeting, went back to answer this question, stating that debate would not happen. The answer to what would occur in that instance was addressed in item number 2 of the Joint Use Agreement.)

## CARSON CITY PARKS AND RECREATION COMMISSION

### Minutes of the September 2, 2008 Meeting

#### Page 11

Mr. McKenna additionally expressed concern that the discussion had overlooked two things: First, that the building, the site, and the joint use agreement with the BGC had already been approved. Second, that the children were citizens of Carson City and their use of the building was granted by citizens of Carson City. He felt they had a priority right, just as did the Roberts House, the model airplane club, and others. There was a context of history, it was not something different, and it did not behoove us to go back and re-debate the whole question. The time had come, he went on, to make an agreement “bullet-proof” enough where if the principals were no longer present and new principals came into the picture, there was a formal procedure to follow. If they could not agree, there would be a community response built into the contract. Mr. Moellendorf responded, in regard to the final point, a memorandum of understanding had been approved and recommended by the Commission to the Board of Supervisors that stated that in recognition for providing that site for the Recreation Center, the City would provide priority use of the gymnasium for the BGC for their activities. Thus, the discussion was moot as it had already been decided.

The debate continued on: Commissioner Westergard asked, if the memorandum of understanding alone allowed the operation to proceed as Mr. Moellendorf had stated; or did there also have to be a joint use agreement in place? Melanie Bruketta, Chief Deputy District Attorney, responded that the District Attorney’s Office had continually suggested that a memorandum of understanding not be used, because it was not a contract.

Chair Curtis believed that there must be some wording that would give the City some priority use of the building rather than leaving it to the “generosity” of the BGC. Particularly because there could be a time in the future where the City would need more space it could depend on, for advancing new programs, expanding the theater, and so on, and that had been her concept from the outset. Mr. Livermore agreed with her, there had been no change in that, however, the BGC had the usual Monday through Friday hours of operation, and during the school year it was before school and after school until 6 p.m. All other times the facility was useable for the City. Ms. Curtis asked why that was not stated [in the agreement]? More discussion ensued, the essence of which was how much the City could use the BGC facility, not the BGC’s use of the gym. Mr. Livermore pointed out that their use of their facility was covered by their hours of operation. Ms. Curtis said the same question applied to their use of the athletic fields. She felt the contract allowed the BGC to use the fields at their priority, they could add additional programs at whim. She was adamant that the contract should be clear that from 6 p.m. on the City had use of the fields. Mr. Livermore was confident it was never the intent of the BGC to be in opposition to some uses of the facility, and perhaps the agreement needed to be modified to reflect that. Mr. Moellendorf echoed his belief, adding that it might appear one-sided because their times were specified and our times were not, and we could correct the agreement to reflect that. Commissioner Smolenski added his thought that the language in number 2 of the agreement was ambiguous and needed to be cleaned up. Commissioner Shabi asked the question, if the BGC wanted to use the gymnasium at any point, was the public excluded? Mr. Moellendorf said the agreement did not state that the BGC got priority use of the gymnasium at all times. It says it gets priority use of the gymnasium from 2 to 6 p.m. on school days. Ms. Shabi said the word “including...” needed to be taken out, because it had implications beyond what was intended. There was a general consensus that the agreement needed to be clarified and worded more simply.

## **CARSON CITY PARKS AND RECREATION COMMISSION**

### **Minutes of the September 2, 2008 Meeting**

#### **Page 12**

Commissioner Westergard brought up a new point regarding who paid for the operation and maintenance of the facility if the expectation of use was 11 hours per day during the summer months? Mr. Moellendorf said the agreement stated that the BGC, during their priority use, used it without charge. The assumption was therefore, that the City paid for the utilities and operational costs of the facility during that time. If, during their priority use, they had a small number of children and did not need the entire facility, a curtain could be dropped dividing the gym and the public could use that section. Commissioner Westergard asked who would make that determination. Mr. Moellendorf said it would be made at the quarterly meetings, or on a daily basis as the event happened--such as when there was a low turn out. Commissioner Adams asked if the agreement had been looked at in terms of the Youth Programs--basketball, futsal--because they liked to start those games at 5:30 p.m. Mr. Moellendorf said that had been considered and those games would probably start at between 6 and 6:30 p.m. He added they would have youth organized City-run programs in there, but a high priority would be placed on the facility as a drop-in youth facility as well, and they would schedule "drop-in use" as a program.

Commissioner Westergard pointed out item 7 which stated, "In the event the BGC divests any portion of its interest in the clubhouse or outdoor facilities, this agreement shall continue to be binding on any BGC successors." He asked if that worked conversely as well, was it binding on us if they sold their interest to someone else. Mr. Moellendorf stated that the intent was if the BGC, for instance, ran into financial trouble or sold out to the YMCA, whoever succeeded them would be bound by the same agreement as the BGC had with the city. Melanie Bruketta said she did not believe the City wanted mutual language. That question was discussed in open forum, the end result was that, per Vice Chair Livermore, the City should have the first option to purchase the facility and if it did have that then it had the right to approve the new user/owner. Commissioner Westergard believed the Joint Use Agreement should terminate upon change in ownership. He also reflected back on Mr. Fahrenbruch's mention (in re: the Carson City Historical Society's agreement in B. above) that there was to be a uniformity of terms in all joint use agreements, and he did not see a term in the BGC agreement. Ms. Bruketta said they could add language as to the City's option to terminate the agreement but she was not sure the BGC would agree with that, nevertheless she would take that back to Mr. Benton. Chair Curtis asked if once the joint agreement was in place, would there be other agreements, or would the Memorandum of Understanding (MOU) be revised. Mr. Moellendorf said there would be at least one more agreement to be forged between the two parties related to the transfer of the BGC property to the City. He hoped to have the joint use agreement in place first.

Commissioner McKenna brought up another point not addressed earlier that related to the security of the children and the existence of predators. He noted that with the school district they had the right and the law that kept them off the property when Parks and Recreation were using it. How would Parks and Recreation and/or the BGC to screen for that, and how would the children be protected? Mr. Moellendorf said security was not included because it was meant to be operational and through the management of the facility. The City intended to have supervisors who would walk through the facility; it would not be unsupervised. Mr. McKenna said he believed both parties would do their best, however, incidents happened and there was nothing that stated it was Parks and Recreation responsibility or the BGC's responsibility to provide the security. He would like to see it specifically stated in the agreement that the "security of children was of paramount importance and that we would come up with a security plan, have ID cards, etc." Mr. Moellendorf agreed it was a good point.

## **CARSON CITY PARKS AND RECREATION COMMISSION**

### **Minutes of the September 2, 2008 Meeting**

#### **Page 13**

Commissioner Westergard next spoke about the demographics of the location which underlied the fact that he still believed it was one-sided as far as use, and that the City was building the BGC a gym, and the City could use it when they were not. He found that in the population of Carson City, there were 77 percent age 18 and over. Between ages 5 and 17, the population was 16 percent. The BGC Website stated the membership was for kids 7 to 18. "If the population of 5 to 17 was 16 percent, certainly not all 5 to 17 year olds in Carson City were BGC members." He felt "we needed to be careful about the tail wagging the dog." He said he was not disparaging the BGC, he felt it was important to the community and he supported it. Nevertheless, he said, the Commission was answerable 100 percent to the population of Carson City not just a segment of it. That prefaced his feeling that it was important for the City to have some input if the BGC decided to sell its facilities, and relative to the joint use agreement, they could decide to sell to a basketball academy, for example (there were two such academies in Reno). He did not believe "we should be in the business of serving special interest" no matter whether it was a basketball academy or the BGC. He did not want to be in the position of choosing which nonprofit group was more important, and how could that be decided any other way except by numbers, although there had to be some subjectivity as to the value that has for the community. He wanted to move forward with caution.

Vice Chair Livermore felt most recreational facilities did not satisfy the majority of this community--the swimming pool was used by only a few thousand people regularly out of the 50,000+ that lived here--there were many examples, golf courses, tennis courts, ball fields, etc. He said he had not wanted a recreation center that provided for the BGC. He wanted a recreation center that provided for this community's indoor recreation needs and that included a lot of children who used it. He added that in the absence of a BGC, "this city and this department would be inundated with young people who had no where to go. It may be a benefit to the people who belonged to the BGC only because they made it attractive, they made an opportunity available to young people to come in and families to drop off their children to feel safe and secure that there was a managed program. They're not dropping them off at Mills Park and picking them up after work." He summed it up by adding that "the BGC's symbol was a group of hands and it was a nationally-recognized organization; there were many like them--Big Brothers, Big Sisters, YMCA, etc.--this was a viable organization that provided services to people of those age groups, and if the hours were added up for a year I don't think it would fill 25 percent, which left 75 percent of the hours available for anyone else..." Additionally, he pointed out that he was very supportive of the walking track, the cardio equipment, and so on, available year round, and there was nothing in the contract that said the BGC had use of that, as a splash pad, party room, or climbing wall would. Moreover, in the hours the BGC was operating a great many of the activities would be outside. Finally, he said: "I am not shy or ashamed to say that I support this rec center at this location, because I know the value that the club brings to the community."

Chair Curtis appreciated all the Commissioners comments and felt what was needed now was to determine how best to deal with all their concerns in the contract. She felt that the value of the BGC was acknowledged and the building and joint use had already been decided and most were in agreement. However, Mr, McKenna still wished to point out that the City had no control who purchased the BGC building; perhaps zoning could do it. He suggested that if the BGC sold to another party whose use was non-conforming, something the City did not like, it should go to arbitration or the building became City

## **CARSON CITY PARKS AND RECREATION COMMISSION**

### **Minutes of the September 2, 2008 Meeting**

#### **Page 14**

property. Another point that had not been mentioned was that the City voted to give the BGC money for maintenance of a facility under Question 18. That made them a quasi-part of the City because they received some taxpayer money.

Mr. Moellendorf said that both Commissioners McKenna and Westergard had good points, the way the agreement was written it was intended to protect the City's interest, that if someone else came in they would have to live by the BGC agreement, however he could now see where just the opposite could happen and that needed to be changed. He then echoed what he felt Vice Chair Livermore said so well, that of the 16 hours the center would be open during the school year, the BGC would only have priority use for four hours. During the summer would be the slowest time for the use of that facility and if the BGC were interactively using that facility that was good, but if they were out on the play fields it could be used by the public.

Commissioner Adams asked about item number 4--were the tennis and basketball courts going to be on the property that was given to the City? Mr. Moellendorf said "no," they would be retained by the BGC, but there was some talk that in the future the BGC may want to transfer that property to the City, in which case a new agreement would have to be forged. Chair Curtis reiterated that because changes had taken place over the course of those negotiations, in particular the ownership of the courts, etc., she wanted to see some wording in the agreement that looked at the City's side and what rights it had to use the facility.

Commissioner Lasco agreed with Commissioner McKenna regarding arbitration and believed it needed to be included, especially when it was unknown whether the principals would change some time in the future, but also in regard settling stalemates, communication, and/or personality issues, and so on.

Mr. Moellendorf asked if there were specific times for both parties in the clubhouse and on the outdoor facilities, why would arbitration be necessary? Commissioner McKenna responded that it was needed for dispute resolution. It should be an open public process by outside members of the community; elected and non-elected official, parents, even the children. He further pointed out that the two entities were very different; one was not governed by law, the other was governed by a rule of law. As such, a process for dispute resolution was needed. Vice Chair Livermore suggested a solution might be to have the City and the BGC Board of Directors each appoint one person and those two would then appoint a third unbiased individual to complete the resolution committee.

Commissioner Westergard asked about the issue of insurance, to which Mr. Moellendorf replied that he doubted the financial impact was any different than any organization using the facility, however, number 16 of the Joint Use Agreement addressed each party indemnifying and holding harmless the other. The only fiscal impact was that the City had to have insurance.

Commissioner Keeton said that he agreed with nearly every objection raised and believed the agreement had to be re-framed and brought back to the Commission.

In view of all the questions raised and the changes that would be needed, Chair Curtis said that no vote would be taken at this time. Commissioner Shabi asked Melanie Bruketta to summarize the objections on which further discussion was needed. Those were: (1) Priority hours on the clubhouse (2) Changing the

**CARSON CITY PARKS AND RECREATION COMMISSION**

**Minutes of the September 2, 2008 Meeting**

**Page 15**

priority use on the gymnasium (3) An arbitration procedure or dispute resolution procedure (4) Section 2 language regarding the traditional school year should be changed to a majority of when the schools were in session, or similar language (5) The athletic fields and use of those fields (6) Term of the agreement (7) Security of the children (8) Insurance provisions, and (9) The language that Commissioner Westergard recommended regarding successors and interest (10) Clarification on section 2, and (11) The language regarding including priority over programs and events. **No action.**

**6. MEMBERS' ANNOUNCEMENTS AND REQUESTS FOR INFORMATION (7:46:27)** - Commissioner McKenna reported that the artificial turf was on the football fields and it worked for one game and he hoped for many more. The artificial track would be going in now and would take three weeks. He reminded people to stay off, per the posted signs. Commissioner Adams asked if the public could use it when it was completed. Commissioner McKenna said that discussion would take place. During school and after school use it was closed, but on Saturday and Sunday--why not!

**7. FUTURE AGENDA ITEMS (7:47:58)** Mr. Moellendorf provided a list of items for the next several months, pointing out in particular the item involving the Brewery Arts Center and the abandonment of Minnesota Street, et al., for the purpose of constructing a public plaza, that was tentatively set for the October 7, 2008 meeting. In addition, the changes discussed herein for the Joint Use Agreement would be brought back to the Commission at that same meeting.

Chair Curtis noted that perhaps in November there should be an update on the Lands Bill.

**8. ACTION ON ADJOURNMENT (7:49:50)** Commissioner Smolenski moved to adjourn. **The motion was seconded by Commissioner Lasco and passed unanimously.**

Chair Curtis adjourned the meeting at 7:50 p.m.

The Minutes of the September 2, 2008 Carson City Parks and Recreation Commission meeting are so approved this 7<sup>th</sup> day of October, 2008.

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DONNA J. CURTIS, Chair