

**WESTERN REGIONAL WATER COMMISSION**

**BOARD OF TRUSTEES**

**AGENDA**

**Friday, September 12, 2008**

**1:30 p.m.**

**City of Sparks Legislative Council Chambers**

**745 Fourth Street**

**Sparks, Nevada**

NOTICE OF POSSIBLE QUORUM OF THE BOARD OF DIRECTORS OF THE TRUCKEE MEADOWS WATER AUTHORITY ("TMWA"), BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY ("BCC"), BOARD OF TRUSTEES OF THE SOUTH TRUCKEE MEADOWS GENERAL IMPROVEMENT DISTRICT ("STMGID"), AND NORTHERN NEVADA WATER PLANNING COMMISSION ("NNWPC")

*(See 'Notes')*

1. Roll Call and Determination of presence of a Quorum\*
2. Pledge of Allegiance\*
3. Public Comment\* (Three-minute time limit per person)
4. Approval of Agenda
5. Approval of the minutes of the July 11, 2008 meeting
6. Discussion and possible approval of an Interlocal Agreement with Washoe County to provide staff employees, on a reimbursement basis, for the Northern Nevada Water Planning Commission (NNWPC) and the Western Regional Water Commission (WRWC); and if approved, authorize the Chairman to execute the Agreement — Pete Simeoni, Rosemary Menard
7. Discussion and possible approval of an Interlocal Agreement with the Truckee Meadows Water Authority, and funding in an amount not to exceed \$61,700 from the Regional Water Management Fund, for the 2008 Water Usage Review Program; and if approved, authorize the Chairman to execute the Agreement — Chris Wessel, Lora Richards
8. Report and discussion on the August 11, 2008 workshop of the Legislative Committee to Oversee the WRWC (LOC), including proposed technical amendments to the Western Regional Water Commission Act, and possible direction to staff — Mike Carrigan, John Rhodes
9. Report and discussion on the LOC's action at its August 11, 2008 workshop to adopt a Resolution to encourage development of a coordinated watershed monitoring program for the Truckee River, including status of draft Resolution, potential Interlocal Agreement, and possible direction to staff — Terri Svetich
10. Discussion and possible direction to staff on undertaking a focused financial analysis evaluating the potential of a phased integration of the Truckee Meadows Water Authority and Washoe County's Department of Water Resources, as an initial step in

- conducting the evaluation of public water purveyor consolidation required by Chapter 531, Section 42.9, *Statutes of Nevada 200* — Rosemary Menard and Mark Foree
11. Request for authorization for funding of registration, travel, hotel accommodations and per diem expenses not to exceed \$10,000 for eight staff members to attend the WaterSmart Innovations Conference and Exposition in Las Vegas, Nevada in October 2008 — Jim Smitherman
  12. Request for endorsement of the Sierra Green Program, a regional residential construction standards program incorporating green building practices — Jim Smitherman
  13. Discussion and possible direction to staff regarding agenda items for the October 10, 2008 meeting of the WRWC
  14. Staff Comments\*
  15. Public Comment\* (Three minute time limit per person)
  16. Adjournment

\*Indicates a non-action item

**Notes:** Because several of the WRWC Trustees are also members of the Board of Directors of TMWA, it is possible that a quorum of the TMWA Board may be present. Such members will not take action at this meeting as members of the TMWA Board, but may take action solely in their capacity as WRWC Trustees. A quorum of the BCC, STMGID and the NNWPC may also be in attendance but will not be taking action.

Public comment will be taken on agenda items upon the submittal of a request via submittal of a Speaker Information Card. There is a three-minute time limit per person.

Items on the agenda without a time designation may not necessarily be considered in the order in which they appear. The WRW C may take action on any of the action items listed.

Facilities in which this meeting is being held are 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 the Washoe County Department of Water Resources, at 954-4663, at least 24 hours prior to the meeting.

In accordance with NRS 241.020, this agenda has been posted at the following locations: Reno City Hall (1 East First Street), Sparks City Hall (431 Prater Way), Sparks Justice Court (630 Greenbrae Dr), Sun Valley GID (5000 Sun Valley Blvd.), TMWA (1355 Capital Blvd.), Washoe County Administration Building (1001 E. 9th Street), Washoe County Clerk's Office (Court and Virginia Streets), Washoe County Central Library (301 South Center St.), Washoe County Department of Water Resources (4930 Energy Way), Galena Market (19990 Thomas Creek Rd.), Galena High School (3600 Butch Cassidy Way), South Valleys Library (15650A Wedge Parkway), TMWA's website: [http://www.tmh2o.com/about\\_us/meeting\\_center](http://www.tmh2o.com/about_us/meeting_center), and the WRWC website: <http://wrwc.us>.

# WESTERN REGIONAL WATER COMMISSION

## ***DRAFT*** MINUTES

Friday, July 11, 2008

The regular meeting of the Western Regional Water Commission (WRWC) was held on Friday, July 11, 2008, at City of Sparks Legislative Council Chambers, 745 Fourth Street, Sparks, Nevada.

- 1. Roll Call and Determination of presence of a Quorum** – Chairman Carrigan called the meeting to order at 1:35 p.m. There was a quorum present.

Commissioners Present:

Mike Carrigan, Chair  
Dave Aiazzi, Vice-Chair  
Bob Cashell  
Jim Ainsworth  
Bob Larkin (left at 1:47 p.m.)  
Geno Martini  
Ron Smith

Representing:

Truckee Meadows Water Authority (TMWA)  
City of Reno  
Truckee Meadows Water Authority (TMWA)  
Sun Valley General Improvement District (SVGID)  
Truckee Meadows Water Authority (TMWA)  
Truckee Meadows Water Reclamation Facility (TMWRF)  
City of Sparks

Commissioners Absent:

Steve Cohen  
Bonnie Weber

Representing:

South Truckee Meadows General Improvement District (STMGID)  
Washoe County

- 2. Pledge of Allegiance**

Commissioner Larkin led the Western Regional Water Commission in the Pledge of Allegiance.

- 3. Public Comment**

Chairman Carrigan called for public comments and hearing none, closed the public comment period.

- 4. Approval of Agenda**

Commissioner Aiazzi made a motion to approve the July 11, 2008 WRWC agenda as posted. Commissioner Larkin seconded the motion, which carried unanimously.

- 5. Approval of the Minutes of the June 13, 2008 meeting.**

The minutes of the June 13, 2008 Western Regional Water Commission meeting were submitted for approval. Commissioner Larkin made a motion to approve the minutes as submitted. Commissioner Smith seconded the motion, which carried unanimously.

- 6. Discussion and possible approval of an Interlocal Agreement with the City of Reno, in a previously approved amount not to exceed \$197,500 for the management and administration of the Limnotech Contract for certain Truckee River / Total Maximum Daily Load (TMDL) services; and if approved, authorize the Chairman to execute the Agreement.**

Jim Smitherman clarified that the purpose of this item is simply to approve and authorize the chairman to sign the Interlocal Agreement, for which the scope of work was previously approved.

Commissioner Larkin made a motion to approve the Interlocal Agreement and to authorize the Chairman to execute the Agreement. Commissioner Aiazzi seconded the motion, which carried unanimously.

**7. Discussion and possible approval of an Interlocal Agreement with California State University Sacramento (CSUS), in a previously approved amount not to exceed \$142,500 for services related to Preliminary Stakeholder Education on Truckee River Watershed-based Water Quality Planning and TMDL Development; and if approved, authorize the Chairman to execute the Agreement.**

Mr. Smitherman clarified that the purpose of this item is simply to approve and authorize the chairman to sign the Interlocal Agreement, for which the scope of work was previously approved.

Commissioner Cashell made a motion to approve the Interlocal Agreement and to authorize the Chairman to execute the Agreement. Commissioner Smith seconded the motion, which carried unanimously.

**8. Discussion and possible approval of an Interlocal Agreement with the City of Reno, in a previously approved amount not to exceed \$172,448 for the management and administration of the ECO:LOGIC Contract for the North Valleys Integrated Reclaimed Water Planning project; and if approved, authorize the Chairman to execute the Agreement.**

Jim Smitherman clarified that the purpose of this item is simply to approve and authorize the chairman to sign the Interlocal Agreement, for which the scope of work was previously approved.

Commissioner Cashell made a motion to approve the Interlocal Agreement and to authorize the Chairman to execute the Agreement. Commissioner Ainsworth seconded the motion, which carried unanimously.

**9. Discussion and possible approval of an expenditure from the Regional Water Management Fund, in an amount not to exceed \$9,000, for SNCAT television coverage of WRWC and NNWPC FY 08-09 meetings; and if approved, authorize staff to issue a blanket purchase order as required.**

Chairman Carrigan stated the purpose of this item is to approve the actual expenditure for television coverage of the WRWC and NNWPC meetings, as previously approved.

Commissioner Smith made a motion to approve the expenditure and to authorize staff to issue a blanket purchase order as required. Commissioner Cashell seconded the motion, which carried unanimously.

**10. Discussion and possible approval of an expenditure from the Regional Water Management Fund, for transcription of summary minutes of the Northern Nevada Water Planning Commission and Well Mitigation Hearing Board meetings to be billed at an hourly rate of \$40 per hour, for fiscal year 08-09, with the provision for two (2), one (1) year extensions at the WRWC's option; and if approved, authorize the Chairman to execute an Independent Contractor Agreement with Niki Linn for such services, and authorize staff to issue a purchase order as required.**

Mr. Smitherman explained that the purpose of this item is to approve the actual expenditure for transcription of minutes, as previously approved.

Commissioner Cashell made a motion to approve the expenditure, authorize the Chairman to execute an Independent Contractor Agreement and authorize staff to issue a purchase order as required. Commissioner Aiazzi seconded the motion, which carried unanimously.

**11. Status report on Regional Water Plan amendments; possible revisions to the amendments, schedule for WRWC adoption, and further direction to staff.**

Mr. Smitherman presented a brief PowerPoint status report. He reported that staff is currently working with ECO:LOGIC Engineering on reviewing the 2008 Washoe County Consensus Forecast to compare the results with the 2008 Facilities Plans for Washoe County, Reno and Sparks. Any discrepancies in the numbers will be explained.

Mr. Smitherman referred to a table from the Consensus Forecast, which estimates the Washoe County population in 2030 at 622,252. He stated that the planning for the Truckee Meadows and Future Service Areas would be separated between the 2030 and 2095 timelines, which hopefully will dispel some the exaggerated population numbers being reported by some citizens.

Commissioner Larkin asked if there is a legal provision to plan to the year 2095. Mr. Smitherman stated there is not but explained that the planning horizon was based on the Regional Plan's Future Service Areas, which include water and sewer infrastructure. Commissioner Larkin encouraged Mr. Smitherman to work with Rosanna Coombes (Regional Planning Director) regarding the Future Service Areas, with which he agreed.

Mr. Smitherman reported that the Public Information Officer from each of the entities worked with Regional Planning, the jurisdictions and the water purveyors to develop a two-page Fact Sheet. The purpose of the Fact Sheet was to address some of the concerns associated with growth, population forecasts, etc. He explained that the questions and answers included in the Fact Sheet would be put into paragraph format and included in the Water Plan Amendment. Chairman Carrigan complimented the effort and stated that the "Frequently Asked Questions" and answers were very well done. He suggested keeping the facts in very simple form for inclusion in the Plan Amendment.

Mr. Smitherman stated that the revised Plan Amendment should be ready for presentation to the WRWC at the September meeting. He added that if approved by the WRWC, a thirty-day public inspection period would then begin. Any comments from the public would be addressed and a public hearing for adoption would be scheduled in November 2008. He clarified that once adopted by the WRWC, the Plan Amendment will be referred to the Regional Planning Commission.

Commissioner Aiazzi referred to the recent citizen's initiative for a ballot question regarding future planning, and asked if such a ballot question passed how it would affect water importation from outside Washoe County, as well as the work of the WRWC and NNWPC. He suggested that legal counsel review any potential impacts. Mr. Smitherman agreed that is a good idea.

Chairman Carrigan thanked Mr. Smitherman for his presentation.

**12. Discussion and possible direction to staff regarding recommendations to the Legislative Oversight Committee of the Western Regional Water Commission Act for presentation at the August 11, 2008 workshop of the Committee.**

Lori Williams reported that as previously discussed the Legislative Oversight Committee (LOC) is seeking input of possible legislative issues that need to be addressed. She reported that the LOC would have a work session on August 11, 2008.

Ms. Williams referred to the staff report, which outlines some potential technical amendments to the Act. She reported that none of the amendments are critical at this time and added that it is up to commissioners as to whether the amendments should be pursued. She explained that she and Rosemary Menard reviewed some previous suggestions and determined that the ideas are not “ripe” at this time and need further review and work over the next year or two. She welcomed comments from commissioners on what to report back to the Legislative Oversight Committee.

Chairman Carrigan suggested that staff forward the technical amendments to the LOC and requested a motion in that direction. Commissioner Martini made the motion to forward the potential technical amendments to the Act as outlined in the staff report. Commissioner Cashell seconded the motion and the motion carried unanimously.

**13. Discussion and possible approval of an Interlocal Agreement with Washoe County to provide staff employees, on a reimbursement basis, for the Northern Nevada Water Planning Commission (NNWPC) and the Western Regional Water Commission (WRWC); and if approved, authorize the Chairman to execute the Agreement.**

Chairman Carrigan reported this item was pulled from the agenda.

**14. Request for authorization for funding of registration not to exceed \$3,000 for up to three staff members to attend the StormCon Conference in Orlando, Florida in August 2008.**

Ms. Williams reported that staff recently learned of a conference in Florida that will focus on the watershed water quality process. She added that the conference includes a special session on integrating stormwater programs with TMDLs and watershed management planning, which is very appropriate to this group. She requested that funding for registration of three staff members be provided by the Regional Water Management Fund. She added that the entities would provide funding for travel or other expenses.

Commissioner Martini made a motion to approve the funding request as presented. Commissioner Ainsworth seconded the motion, which carried unanimously.

**15. Discussion and possible direction to staff regarding agenda items for the September 12, 2008 meeting.**

Ms. Williams stated that the items for the September 12, 2008 WRWC meeting include:

- Presentation of the revised Water Plan Amendment
- Item 13 from this agenda, which was pulled

Ms. Williams reminded commissioners that the August WRWC meeting was cancelled so the next meeting will be September 12, 2008.

**16. Commission Comments**

None

**17. Staff Comments**

Ms. Menard reported that in follow-up to a question at the last WRWC meeting regarding the membership of the Washoe County Investment Board, the members include:

- Chairman of the Board of County Commissioners
- One other commissioner of the Board of County Commissioners
- County Manager
- County Finance Director
- County Comptroller
- County Treasurer

**18. Public Comment**

Chairman Carrigan called for additional public comments and hearing none, closed the Public Comment period.

**19. Adjournment**

With no further business, the meeting was adjourned at 1:50 p.m.

Respectfully submitted by,

Niki Linn, Recording Secretary

Approved by Commission in session on \_\_\_\_\_ 2008.

\_\_\_\_\_  
Mike Carrigan, Chairman

Note: DRAFT Minutes not approved by Board.

## **Western Regional Water Commission STAFF REPORT**

**DATE:** September 4, 2008  
**TO:** Chairman and Members, Western Regional Water Commission  
**FROM:** Rosemary Menard, Director, Washoe County Department of Water Resources  
**SUBJECT:** **Discussion and possible approval of an interlocal agreement between Western Regional Water Commission (WRWC) and Washoe County on providing employee services in support of the WRWC and the Northern Nevada Water Planning Commission (NNWPC) and authorize the WRWC Chairman to execute the interlocal agreement and submit it to Washoe County for action.**

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### **SUMMARY**

Prior to the passage of the Western Regional Water Commission Act, Chapter 531, Statutes of Nevada 2007, Washoe County Department of Water Resources had the responsibility for providing staff support for the activities of the Regional Water Planning Commission established under NRS 540A. Three Washoe County employees were responsible for this work: Jim Smitherman, Water Management Planner, Chris Wessel, Water Management Planner Coordinator, and June Davis, Administrative Secretary. During earlier discussions of staffing strategies for the WRWC and the NNWPC, staff recommended that these staff resources be retained and redirected to provide staff support to the NNWPC and the WRWC. The attached Interlocal Agreement dedicates these three staff to support the NNWPC and the WRWC basically using a “contract service provider” model. This model was chosen based on it being the simplest, most cost effective method for providing employee services to the NNWPC and the WRWC. Other approaches were evaluated, but legal and financial issues made them too difficult or impossible to implement.

### **PREVIOUS ACTION**

At its February 8, 2008 meeting, the Interim WRWC directed staff to pursue an interlocal agreement on staffing between Washoe County and the WRWC.

### **BACKGROUND**

The staffing strategy for the WRWC and the NNWPC has been built around the concept that the WRWC member agencies would provide “in kind” services to support the operation of the WRWC and the water resources planning and management functions of the WRWC and the NNWPC. The only staff dedicated to supporting the WRWC and the NNWPC on a full time basis would be the three staff identified above who have been fully dedicated to Regional Water Planning for a number of years.

### **FISCAL IMPACT**

Funding to reimburse Washoe County for the cost of salaries and benefits of these three staff has been included in the adopted FY 08-09 WRWC/NNWPC budget. Washoe County DWR is

providing office space, computers, telephones, staff training, payroll, accounting, human resources and other required operational infrastructure for these employees as an in-kind contribution.

**RECOMMENDATION**

It is recommended that the WRWC approve the interlocal agreement between Western Regional Water Commission and Washoe County on providing employee services in support of the WRWC and the Northern Nevada Water Planning Commission and authorize the WRWC Chairman to execute the interlocal agreement and submit it to Washoe County for action.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve the interlocal agreement between Western Regional Water Commission and Washoe County on providing employee services in support of the WRWC and the Northern Nevada Water Planning Commission and authorize the WRWC Chairman to execute the interlocal agreement and submit it to Washoe County for action."

rcm

Attachments:

Interlocal Agreement for employee services between the Western Regional Water Commission and Washoe County (document includes all 3 exhibits)

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

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

WHEREAS, the Parties are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter into interlocal and cooperative agreements with each other for the performance of governmental functions; and

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

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

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

NOW THEREFORE, based upon the foregoing recitals, and in consideration of the mutual promises and benefits to be exchanged, it is agreed between the Parties as follows:

1. PURPOSE.

The purpose of this Agreement is to provide the WRWC and the NNWPC with appropriate administrative and professional staff services for the planning and implementation of regional water matters as requested by the WRWC and the NNWPC and according to the WRWC’s Work Plan, and adopted annual budget, subject to reimbursement as provided herein.

2. TERM.

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

3. ASSIGNED EMPLOYEES AND SCOPE OF SERVICES.

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

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

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

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

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

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

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

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

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

#### 4. REIMBURSEMENT.

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

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

5. TERMINATION.

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

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

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

6. COUNTY ADMINISTRATIVE AND SYSTEM SERVICES.

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

7. EFFECTIVE DATE.

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

## MISCELLANEOUS

### 8. ARBITRATION.

8.1 Disputes or claims arising out this Agreement, which cannot be resolved by negotiation, shall be settled by arbitration in accordance with NRS Chapter 38 (Uniform Arbitration Act of 2000).

Either Party may demand arbitration in writing. Within ten days from such demand, the Parties shall meet and confer regarding the selection of an arbitrator.

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

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

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

### 9. HOLD HARMLESS – LIABILITY.

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

### 10. SEVERABILITY.

If any provision of this Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected.

11. MODIFICATION.

This Agreement is the entire Agreement between the Parties. No change, extension, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either Party unless executed in writing by each of the Parties.

12. ASSIGNMENT.

Delegation and No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the Parties hereto. It shall confer no benefits, direct or indirect, on any third persons, including employees of the Parties. No person or entity other than the Parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each Party. Neither Party may assign any rights hereunder or delegate any duties hereunder without the prior written consent of the other Party, which consent may be withheld in its sole discretion.

13. NOTICES.

All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a Party (by personal delivery to an officer or authorized representative or a corporate Party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties designated representative, whose name and contact information shall be made available and provided to each Party within ten (10) days of this Agreement's Effective Date. Any person may change its address for notice by written notice given in accordance with the foregoing provisions.

14. WAIVER.

A waiver of any breach of any provision of this Agreement by any Party shall not be construed to be a waiver of any preceding or succeeding breach.

15. GOVERNING LAW; VENUE.

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the Parties' performance hereunder shall be in the Second Judicial District Court of Washoe County.

16. MODIFICATIONS AND AMENDMENTS.

This Agreement may be modified or amended only by a writing signed by an authorized agent of the Party to be bound by the modification or amendment.

17. NON-LIABILITY OF INDIVIDUAL OFFICERS OR EMPLOYEES OF PARTIES.

No official or employee of any Party to this Agreement shall be personally liable to any other Party or any successor in interest, in the event of any default or breach by the Party or for any amount which may become due to any other Party or its successor, or as a result of any representation (except any representation regarding the authority to execute this Agreement), warranty or obligation under the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement on the dates below noted.

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

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

Michael Carrigan, Chairman  
Board of Trustees

STATE OF NEVADA

COUNTY OF WASHOE

On this \_\_\_\_ day of \_\_\_\_\_, 2008, personally appeared before me, Notary Public, \_\_\_\_\_, known to me to be the Chairman of the Western Regional Water Commission, known to me to be the Chairman, who acknowledged to me that he executed the above instrument.

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

WASHOE COUNTY, a political  
subdivision of the State of Nevada

By \_\_\_\_\_

Robert M. Larkin, Chairman

Washoe County Commission

ATTEST:

\_\_\_\_\_

Amy Harvey, Washoe County Clerk

**Exhibit A – Support Staff**

- June Davis, Administrative Secretary

**Exhibit B – Professional Staff**

- Jim Smitherman, Water Management Planner
- Chris Wessel, Water Management Planner Coordinator

**Exhibit C – Work Plan Reviewed by WRWC on May 16, 2008**

**Proposed Western Regional Water Commission Work Plan**

**Recommended near-term items**

(SB 487 / JPA)

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

(RWPC / Staff Recommendations)

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

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

Name	Provider	Percent Complete	Balance Remaining	Notes
Hydrologic Criteria & Drainage Design Manual	WRC	99%	\$2,389	Final product being compiled for delivery
Flood Storage Volume Mitigation – Phase II	Nimbus Engineers	70%	12,075	Final report being reviewed
WaterWise Program – Watershed Based Educational Program	City of Reno, Sparks, UNR	71%	8,785	Ongoing program
Groundwater Monitoring Program Using Satellite Radar Images	Dr. Gary Oppliger	30%	29,358	Ongoing, year 2 of 2-year program
Minutes for Water Planning Commission meetings	Niki Linn	69%	4,060	Ongoing
Minutes for WPC subcommittee meetings	Niki Linn	52%	8,080	Ongoing
North Valleys Flood Storage Mitigation Project - Phase II	City of Reno	93%	30,822	Final report delivered 6/07, final bill being prepared
Sparks TMSA/FSA Facility Plan	Stantec	100%	105,716	Final plan delivered 1/08, final bill being prepared
Plan Update Assistance	ECO:LOGIC	69%	7,686	Ongoing
Plan Update editing & formatting	Niki Linn	0%	20,000	Ongoing
Nevada Field Guide for Construction site BMP's	City of Reno	0%	10,000	Publication expected 8/08
Washoe ET Program	DRI (Desert Research Institute)	27%	15,092	Ongoing
River Construction Site Permitting Handbook & Web-based Info.	Kennedy Jenks	0%	49,640	WRWC approval 4/11/08
Silver Lake Playa LOMR Education	City of Reno	0%	77,072	WRWC approval 4/11/08

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

(SB 487 / JPA)

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

(RWPC / Staff items)

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

## Western Regional Water Commission STAFF REPORT

**DATE:** September 4, 2008

**TO:** Chairman and Members, Western Regional Water Commission

**FROM:** Chris Wessel, Water Management Planner and  
Lora Richards, TMWA Resource Planner

**SUBJECT:** **Discussion and possible approval of an Interlocal Agreement with the Truckee Meadows Water authority, and funding in an amount not to exceed \$61,700 from the Regional Water Management Fund, for the 2008 Water Usage Review Program; and if approved, authorize the Chairman to execute the Agreement**

**SUMMARY**

The Northern Nevada Water Planning Commission (NNWPC) recommends continued support for the Truckee Meadows Water Authority (TMWA) commercial and residential Water Usage Review Program for 2008, in an amount not to exceed \$61,700 in Regional Water Management Funds (RWMF). The project is an ongoing effort to help water customers manage their water use more efficiently.

**PREVIOUS ACTION**

The Commercial and Residential Water Usage Review Program was originated in 2003 under the Regional Water Planning Commission (RWPC). This funding request is for a continuation of an ongoing program in support of the Regional Water Management Plan (RWMP). Although no previous action has been taken by the Western Regional Water Commission (WRWC), past support by the RWMF has been provided for the program annually since 2003.

**BACKGROUND**

The 2004-2025 Washoe County Comprehensive Regional Water Management Plan contains a water conservation chapter that proposes various programs to reduce water use. A water usage review program was among the programs recommended for implementation.

Following TMWA initiation of the 2003 pilot residential water usage review program to help further the RWMP water conservation goals, the program was considered a success and has expanded over time. The table below summarizes the number and type of audits conducted to-date.

	<b>Total</b>	Commercial	Residential	Reno	Sparks	Washoe Co.
2003	<b>444</b>	42	402	275	149	20
2004	<b>497</b>	66	431	324	135	38
2005	<b>894</b>	123	771	538	281	75
2006	<b>731</b>	70	661	469	238	24
2007	<b>1,853</b>	208	1,645	1,175	593	85

In 2007, 1,853 water reviews were conducted, more than twice as many as were conducted in 2006. While 89% of the reviews conducted in 2007 were residential, the number of commercial water reviews has increased substantially. Approximately 63% of the total reviews performed in 2007 were in Reno (64% in 2006), 32% were in Sparks (33% in 2006), and the remaining 5% were in Washoe County (up from 3% in 2006).

The feedback from customers who have participated in the Program has been extremely positive. Those who request water use reviews are typically more conscientious than the average customer and are receptive to the information and recommendations provided by the auditors.

General findings from the 2008 program are similar to past years. The majority of recommendations for residential water conservation involve outdoor water use. One of the major sources of outdoor water inefficiency is inappropriate settings on irrigation clocks. Water auditors more often recommend reduced watering times for lawns and landscapes. When addressing indoor water use, customers with older model dishwashers and clothes washers indicate they will purchase Energy Star models when they purchase a replacement. The program is very popular with senior citizens.

TMWA considers the Water Usage Review Program a success in expanding water conservation awareness through personal customer education. Based on strong customer interest in the program, TMWA is continuing its program in 2008.

The following budget shows the total 2008 estimated program cost of approximately \$103,000. In previous years, TMWA has received an allocation of 60% of the program budget from the RWPF.

2008 Cost Proposal

Cost Item	Comment	Estimated Total Cost for 2008	Proposed RWPC Share	Proposed TMWA Share
Salaries & Expenses	(1)	\$89,856	\$61,762	\$28,094
Vehicle(s) & Fuel	(2)	\$8,680	\$0	\$8,680
Equipment & Supplies	(3)	\$2,900	\$0	\$1,500
Outreach		\$1,500	\$0	\$1,500
<b>Total Estimated Program Cost</b>		<b>\$102,936</b>	<b>\$61,762</b>	<b>\$41,174</b>
<b>Recommended NNWPC Funding for 2008</b>			<b>\$61,700</b>	

(1) Average hourly rate of \$21.61 includes auditor salary plus FICA, Medicare, and workman's comp.

Assumes 1 full time auditor (2080 hours) and 2 half time auditors (1,039 hours per auditor).

(2) Based on current 2008 mileage rate of \$0.505 per mile

(3) Includes wireless computers, telephone, auditing equipment & supplies, office supplies, and clothing

**FISCAL IMPACT**

The funding for this agreement would come from the Regional Water Management Fund in the recommended amount of \$61,700. Budget authority is located in Account Number 710100.

**RECOMMENDATION**

It is recommended that the Western Regional Water Commission approve and execute an Interlocal Agreement with the Truckee Meadows Water Authority for the Water Usage Review Program for 2008, not to exceed \$61,700 to be paid from the Regional Water Management Fund.

**POSSIBLE MOTION**

Should the WRWC agree with staff's recommendation, a possible motion would be: "Move to approve and execute an Interlocal Agreement with the Truckee Meadows Water Authority for the Water Usage Review Program for 2008, not to exceed \$61,700 to be paid from the Regional Water Management Fund."

Cw

**INTERLOCAL AGREEMENT**

**1) PARTIES**

This Interlocal Agreement ("Agreement") is entered into between the Western Regional Water Commission, a political subdivision of the State of Nevada, (the "Commission") and the Truckee Meadows Water Authority, a Joint Powers Authority created under Chapter 277, Nevada Revised Statutes, ("TMWA"), collectively the "Parties". In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

**2) RECITALS**

2.1 The Parties are public agencies as defined in NRS 277.100(1)(a).

2.2 NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any public agency, entering into the contract, is authorized to perform.

2.3 On August 4, 2008, TMWA presented to the Northern Nevada Water Planning Commission ("NNWPC") a funding request in the amount of \$61,700 for TMWA's 2008 Water Usage Program, a water conservation and education program, including assistance in auditing customer water use (the "Project").

2.4 The NNWPC, at its regular meeting held August 4, 2008, recommended that the Western Regional Water Commission ("WRWC") approve the necessary funding from the Regional Water Management Fund ("RWMF").

2.5 The Commission, at its regular meeting held September 12, 2008, approved the Scope of Work and Budget attached hereto as Exhibit "A" and funding from the RWMF in the amount of \$61,700, to fund approximately 60% of the costs of the Project for calendar year 2008, as set forth in the Budget.

**3) RIGHTS & DUTIES**

3.1 TMWA

3.1.1 TMWA shall conduct the Project and will submit an invoice to the Commission through its Contract Administrator, for the Commission's share of the Project for the work described in the Scope of Work and Budget attached hereto as Exhibit "A", and incorporated herein by reference. Work on the Project will progress and be completed within calendar year 2008.

3.1.2 TMWA will provide or contract for all services required to complete the Project.

3.1.3 TMWA shall, through its designated representative or Contract Administrator, provide to the Commission any information requested by the Commission's Contract Administrator, relating to any invoice submitted for payment.

3.1.4 TMWA shall set up a separate account for the Project, if not already existing, so that check numbers along with copies of cancelled checks for all expenditures can be submitted, as well as an exact itemization of Project expenditures, copies of itemized invoices, and properly documented timesheets.

3.1.5 WRWC monies will cover salary, benefits, and related costs for two auditors as set forth in the Budget. The remaining program costs, including salary and benefits for a third auditor, will be contributed by TMWA. Further, if additional temporary or permanent staff is needed to operate the Project, TMWA will cover the costs associated with these expenses. TMWA may shift funding between line items if costs necessitate a transfer of funds.

3.1.6. Any remaining funds after payment of authorized expenses for the 2008 calendar year will either be refunded to the WRWC or used for Project continuation.

3.2 The Commission

3.2.1 The NNWPC Program Manager, Jim Smitherman, is hereby designated as the Commission's Contract Administrator.

3.2.2 Upon the submission of an invoice for payment, pursuant to Paragraph 3.1.1 above, the Contract Administrator shall promptly review the invoice, request any further information or documentation required, and process the invoice for payment within thirty (30) days following his approval.

3.2.3 The Commission, at its discretion, may conduct an audit of compliance with this Agreement and the funding provided for herein, relating to performance of this Agreement, compliance with the scope of the Project, and compliance with all applicable State, Federal and local laws, policies and procedures. Such audit shall be at the Commission's expense.

3.2.4 The total amount of invoices paid pursuant to this Agreement shall not exceed the sum of \$61,700 from the RWMF.

3.3 Joint Rights and Responsibilities

3.3.1 Either Party may terminate this Agreement with thirty (30) day advance written notice to the other.

3.3.2 Both Parties agree to coordinate and use their best efforts to complete the Project and to collaborate in a timely manner in order to maximize the efficient use of funding and other resources.

**4) INDEMNIFICATION**

4.1 Each Party agrees to be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that Party arising from any negligent act or negligent failure to act by any of that Party's employees, agents in connection with the performance of obligations assumed pursuant to this Agreement.

4.2 Each Party further agrees, to the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes (“NRS”), to hold harmless, indemnify and defend the other from all losses, liabilities or expenses of any nature to the person or property of another, to which the indemnified party may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees or agents of the indemnifying party in relation to this Agreement.

**5) MISCELLANEOUS PROVISIONS**

5.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.

5.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

5.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

5.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

5.5 In the event the Commission fails to appropriate or budget funds for the purposes as specified in this Agreement, TMWA hereby consents to the termination of this Agreement. In such event, the Commission shall notify TMWA in writing and the Agreement will terminate on the date specified in the notice. The Parties understand that this funding out provision is required under NRS 244.320 and NRS 354.626.

5.6 In the event either Party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing Party or

Parties in such action or proceeding shall reimburse the prevailing Party or Parties therein for all reasonable costs of litigation, including reasonable attorneys' fees.

5.7 No delay or omission by either Party in exercising any right or power under this Agreement shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

5.8 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a Party or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

To Commission: Jim Smitherman, Water Resources Program Manager  
Northern Nevada Water Planning Commission  
4930 Energy Way  
Reno, Nevada 89502

To TMWA: General Manager  
Truckee Meadows Water Authority  
P.O. Box 30013  
Reno, Nevada 89520-3013

4.9 This Agreement is effective upon the date the last signing Party signs this Agreement ("Effective Date").

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

WESTERN REGIONAL WATER COMMISSION

TRUCKEE MEADOWS WATER AUTHORITY

Dated this \_\_\_ day of \_\_\_\_\_, 2008

Dated this \_\_\_ day of \_\_\_\_\_, 2008

By \_\_\_\_\_  
Mike Carrigan, Chairman  
Western Regional Water Commission

By \_\_\_\_\_  
General Manager  
Truckee Meadows Water Authority

APPROVED AS TO FORM:

\_\_\_\_\_  
John B. Rhodes  
Legal Counsel

## **EXHIBIT A**

### **Scope of Work and Budget**

The attached budget for TMWA's 2008 Water Usage Program, (the "Project") indicates the total estimated Project costs for calendar year 2008 to be \$102,936. TMWA is requesting \$61,700, or approximately 60%, of the funding from the WRWC. The Project scope of work includes the following goals and actions:

#### **Program Objectives**

- Aid customers in understanding water consumption at their premise
- Provision of retrofit devices (such as shower heads, toilet bags, flappers, faucet aerators, etc.) by TMWA for customer or plumber installation
- Education on the benefits of conserving water including property-specific recommendations for customers to follow to use water more efficiently

#### **Program Administration**

- Measurement and evaluation of the landscaped area
- Soil and turf type analysis and recommendation of a watering schedule
- Consultation regarding water conservation inside the home
- Analysis of the water bill and print out of recommendations

**Budget**

2008 Cost Proposal

Cost Item	Comment	Estimated Total Cost for 2008	Proposed RWPC Share	Proposed TMWA Share
Salaries & Expenses	(1)	\$89,856	\$61,762	\$28,094
Vehicle(s) & Fuel	(2)	\$8,680	\$0	\$8,680
Equipment & Supplies	(3)	\$2,900	\$0	\$1,500
Outreach		\$1,500	\$0	\$1,500
<b>Total Estimated Program Cost</b>		<b>\$102,936</b>	<b>\$61,762</b>	<b>\$41,174</b>
<b>Recommended NNWPC Funding for 2008</b>			<b>\$61,700</b>	

- (1) Average hourly rate of \$21.61 includes auditor salary plus FICA, Medicare, and workman's comp.  
Assumes 1 full time auditor (2080 hours) and 2 half time auditors (1,039 hours per auditor).
- (2) Based on current 2008 mileage rate of \$0.505 per mile
- (3) Includes wireless computers, telephone, auditing equipment & supplies, office supplies, and clothing

## Western Regional Water Commission STAFF REPORT

**DATE:** September 4, 2008  
**TO:** Chairman and Members, Western Regional Water Commission  
**FROM:** John B. Rhodes, Legal Counsel  
**SUBJECT:** **Report and discussion on the August 11, 2008 workshop of the Legislative Committee to Oversee the WRWC (“LOC”), including proposed technical amendments to the Western Regional Water Commission Act, and possible direction to staff**

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### SUMMARY

At a Meeting and Workshop held August 11, 2008, in the Legislative Building in Carson City, the LOC held a workshop to discuss and consider possible action on recommendations relating to:

- A. Study of the Feasibility and Analysis of Consolidating the Retail Distribution Systems and Facilities of Public Purveyors in the Planning Area;
- B. The Joint Powers Agreement (“JPA”);
- C. Water Quality and Monitoring Systems on the Truckee River;
- D. Flood Control; and
- E. Suggested Amendments to S.B. 487.

### PREVIOUS ACTION

The previous meeting of the LOC was held June 9, 2008, at the Washoe County Commission Chambers. In response to a request made by the LOC at that meeting, WRWC counsel, on July 9, 2008, provided to LOC staff a detailed Comparative Analysis, showing in a side-by-side format all changes to the JPA requested by the Legislative Counsel Bureau (“LCB”), and all amendments to the JPA approved and adopted by the WRWC. The Amended and Restated JPA was approved by the Nevada Attorney General’s Office, as to form and legality, on July 29, 2008.

### DISCUSSION

The LOC took the following action with respect to the items considered for possible recommendations:

- A. Study of the Feasibility and Analysis of Consolidating the Retail Distribution Systems and Facilities of Public Purveyors in the Planning Area -- **No motion, no action;**

B. The Joint Powers Agreement (“JPA”) -- **No motion, no action;**

C. Water Quality and Monitoring Systems on the Truckee River -- **Motion by Assemblyman Anderson, second by Assemblyman Bobzien, for the LOC to adopt a Resolution to encourage entities engaged in water quality monitoring on the Truckee River to work toward a coordinated watershed monitoring program to refine and enhance existing monitoring efforts, passed unanimously** (WRWC counsel subsequently provided a proposed draft Resolution to LOC staff, which will be distributed to the WRWC under a separate agenda item at its September 12, 2008 meeting.);

D. Flood Control -- **Motion by Assemblyman Anderson, second by Senator Washington to submit a Bill Draft Request (“BDR”) from the LOC to appropriate \$5,000,000.00 for the Truckee Meadows Flood Control Project (the “Project”), with a potential future BDR to amend NRS Chapters 318 and 544, as may be appropriate to assist in financing the Project, passed unanimously; and**

E. Suggested Amendments to S.B. 487 – **motion by Senator Mathews, second by Senator Washington, to submit a BDR to amend S.B. 487 passed unanimously, as follows:**

- i. Revise language that currently restricts the Reno and Sparks representatives on the WRWC to members of the City Councils, which effectively means that the Mayors of either city cannot be on the WRWC unless he/she sits in the TMWRF seat;**
- ii. Address the apparent internal conflict between the planning area boundary, which excludes tribal lands, and the opportunity for including a tribal representative on the Northern Nevada Water Planning Commission if they have land in the planning boundary; and**
- iii. Correct existing language that allocates a seat on the Northern Nevada Water Planning Commission to the Washoe Storey Conservation District instead of the Washoe County Water Conservation District, which was the intended seat on the Water Planning Commission.**

Legal Counsel for the WRWC will draft proposed technical revisions to amend S.B. 487 to accomplish the above, which draft will be available at the WRWC’s September 12, 2008 meeting.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

The WRWC consider the above Report and any discussion on the August 11, 2008 workshop of the Legislative Committee to Oversee the WRWC (“LOC”), including proposed technical amendments to the Western Regional Water Commission Act, and provide appropriate direction to staff.

**POSSIBLE MOTION**

Should the WRWC agree with staff’s recommendation, a suggested motion is: “ Having considered the Report and any discussion on the August 11, 2008 workshop of the Legislative Committee to Oversee the WRWC (“LOC”), including proposed technical amendments to the Western Regional Water Commission Act, staff is directed as follows:” . . .

## **Western Regional Water Commission STAFF REPORT**

**DATE:** September 5, 2008  
**TO:** Chairman and Members, Western Regional Water Commission  
**FROM:** Terri Svetich, Senior Civil Engineer, City of Reno.  
**SUBJECT:** **Report and discussion on the Legislative Committee to Oversee the Western Regional Water Commission's action at its August 11, 2008 workshop to adopt a resolution to encourage development of a coordinated watershed monitoring program for the Truckee River, including status of draft resolution, potential interlocal agreement and possible direction to staff**

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### **SUMMARY**

Legislative Oversight Committee on the Western Regional Water Commission (LOC) expressed concern regarding the adequacy of monitoring and identification of sources of pollutants to the Truckee River. A presentation was given to the LOC regarding the existing monitoring programs and the web-based database, the "Truckee River Information Gateway" (TRIG), found at [www.truckeeriverinfo.org](http://www.truckeeriverinfo.org). It was acknowledged that improved monitoring through coordinated efforts between entities would assist in understanding of the complex nature of the river environment and help in achieving watershed goals for the Truckee Meadows and downstream interests. At their August 11, 2008 meeting, the LOC voted unanimously to move forward with a resolution to encourage development of a coordinated watershed monitoring program for the Truckee River. Staff has drafted a suggested resolution to serve as a starting point for the LOC. Nevada Division of Protection (NDEP) will be developing a Memorandum of Understanding (MOU) between entities to promote a locally led coordinated monitoring effort.

### **PREVIOUS ACTION**

None

### **FISCAL IMPACT**

None at this time.

### **DISCUSSION**

The LOC expressed concern regarding monitoring of the Truckee River water quality. They had questions as to the adequacy of monitoring and identification of sources of pollutants. City of Reno staff provided a presentation to the LOC pertaining to the existing monitoring programs and the web-based TRIG found at [www.truckeeriverinfo.org](http://www.truckeeriverinfo.org). It was acknowledged that there is a tremendous amount of sampling of the Truckee River from Tahoe City to Pyramid Lake by many different entities. Improved monitoring through coordinated efforts between entities would assist in understanding of the complex nature of the river environment. This could help in achieving watershed goals for the Truckee Meadows and downstream interests by providing a

comprehensive understanding of the health of the river and benefits of the implementation of Best Management Practices (BMPs) and river restoration. At their August 11, 2008 meeting, the LOC voted unanimously to adopt a Resolution to encourage entities engaged in water quality monitoring on the Truckee River to work toward a coordinated watershed monitoring program to refine and enhance existing monitoring efforts.

Staff has drafted a suggested resolution to serve as a starting point for the LOC. Nevada Division of Protection (NDEP) will be developing a MOU or interlocal agreement between entities to promote a locally led coordinated watershed monitoring effort.

**RECOMMENDATION**

The WRWC consider the LOC's action at the August 11, 2008 workshop to adopt a resolution to encourage entities engaged in water quality monitoring on the Truckee River to work toward a coordinated watershed monitoring program to refine and enhance existing monitoring efforts and provide direction to staff including participation in the MOU to promote a coordinated watershed monitoring program to refine and enhance existing monitoring efforts.

**POSSIBLE MOTION**

Should the WRWC agree with staff's recommendation, a suggested motion is: "Having considered the action of the LOC at the August 11, 2008 workshop to adopt a resolution to encourage entities engaged in water quality monitoring on the Truckee River to work toward a coordinated watershed monitoring program to refine and enhance existing monitoring efforts staff is directed to proceed by negotiating with NDEP and other monitoring entities to draft an appropriate MOU or interlocal agreement. .

**LEGISLATIVE COMMITTEE TO OVERSEE THE  
WESTERN REGIONAL WATER COMMISSION  
(Senate Bill 487, Chapter 531, *Statutes of Nevada 2007*)**

**RESOLUTION NO. \_\_\_**

**A RESOLUTION TO ENCOURAGE DEVELOPMENT OF A COORDINATED  
WATERSHED MONITORING PROGRAM FOR THE TRUCKEE RIVER**

**WHEREAS**, the Truckee River flows from Lake Tahoe to Pyramid Lake, a terminal desert lake; and,

**WHEREAS**, the Truckee River passes through and by numerous urbanized areas including Truckee, California, and Verdi, Reno, and Sparks, Nevada; and, industrial and other development in Storey County, Wadsworth, and Nixon, Nevada; and,

**WHEREAS**, the Truckee River is subject to potential pollutants from point and non-point sources resulting from both urbanization and natural causes; and

**WHEREAS**, the Truckee River is currently and routinely monitored by numerous different entities at approximately 50 locations for various chemical, physical, and biological properties and parameters (the "Monitoring"); and,

**WHEREAS**, the impetus of the Monitoring is certain federal and state laws and regulations, and various other scientific and public health, safety and welfare concerns, projects, and interests; and,

**WHEREAS**, the good health and sustainability of the Truckee River is of paramount importance not only to the quality of life of the communities along its flow, but also to fisheries, recreation, and affordable infrastructure for drinking water, water reclamation, and flood management; and,

**WHEREAS**, the Committee is concerned that the Monitoring should be better coordinated to provide timely identification and public communication of any potential problems or environmental degradation on the Truckee River, and to develop a coordinated monitoring program that will refine and enhance the Monitoring, including existing efforts and technical studies that document the benefits of implementing river restoration and other best management practices; and,

**WHEREAS**, the coordination of types, procedures and locations for the Monitoring, and accessibility to resulting data for evaluation will address the Committee's concerns and promote future protection of the Truckee River watershed.

**LEGISLATIVE COMMITTEE TO OVERSEE THE  
WESTERN REGIONAL WATER COMMISSION**

**RESOLUTION NO. \_\_, PAGE 2**

**NOW, THEREFORE, IT IS RESOLVED** by the Committee that all entities involved in the Monitoring be, and are hereby, urged and encouraged to work cooperatively with the Nevada Division of Environmental Protection to develop, by Memorandum of Understanding, Interlocal Agreement, or as otherwise appropriate, a comprehensive and coordinated monitoring program for the Truckee River and its tributaries that will refine and enhance existing efforts, and make resulting data and reports readily accessible by the public and other interested parties from a single source, such as the Truckee River Information Gateway Website (TruckeeRiverInfo.org).

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was approved and adopted \_\_\_\_\_, 200\_, by the following vote of the Committee:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_

Dated: \_\_\_\_\_, 200\_

By \_\_\_\_\_  
Chairman

STATE OF NEVADA

CARSON CITY

On the \_\_\_ day of \_\_\_\_\_, 2008, personally appeared before me, a Notary Public, \_\_\_\_\_, known to me to be the Chairman of the Legislative Committee to Oversee the Western Regional Water Commission, who acknowledged that he executed the foregoing Resolution.

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

## **Western Regional Water Commission STAFF REPORT**

**DATE:** September 4, 2008

**TO:** Chairman and Members, Western Regional Water Commission

**FROM:** Rosemary Menard, Director, Washoe County Department of Water Resources and Mark Foree, Acting General Manager, Truckee Meadows Water Authority

**SUBJECT:** **Discussion and possible direction to staff on undertaking a focused financial analysis evaluating the potential for a phased integration of the Truckee Meadows Water Authority and the Washoe County Department of Water Resources as an initial step in conducting evaluation of public water purveyor consolidation as required by Chapter 531, Section 42.9, *Statutes of Nevada 2007.***

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### **SUMMARY**

During the year that the Western Regional Water Commission's (WRWC) member agencies and staff have been working together on water resources management and planning, a number of potential opportunities have been identified for improving water resource management and making more efficient and effective use of existing infrastructure. WRWC member agency staff believes that the current economic climate and the rising cost of additional infrastructure and ongoing operations provide reasons for analyzing possible utility integration at this time.

Accordingly, staff recommends that, as a first step in studying utility integration as required by Chapter 531, an initial study be undertaken focusing on the financial feasibility of some kind of phased integration of the Truckee Meadows Water Authority (TMWA) and the Washoe County Department of Water Resources (DWR). Staff recommends concentrating this analysis on TMWA and DWR because these two agencies own or control the significant majority of potable water system infrastructure and water resources in the region. If the initial study demonstrates the potential benefits of integration, the Sun Valley GID and the South Truckee Meadows GID could consider similar steps, as required by Chapter 531, at some point in the future.

This recommendation to explore the potential integration of these two entities makes no assumption as to the form or structure of any combined entity, nor is it based on any specific or general assumptions as to the appropriate governance of any combined agency.

The specific recommendation for proceeding includes the following: Request the bond counsel and financial advisors for TMWA and DWR (Swendseid & Stern and Public Finance Management (PFM), respectively) to:

- a) conduct a feasibility analysis that identifies limitations or restrictions to utility integration resulting from existing debt (including bond/loan/note obligations) and applicable ordinances; and
- b) suggest possibilities for addressing any limitations identified in the feasibility analysis; and
- c) outline potential financial structures of an entity created by some form of integration, if a plan for moving forward were adopted.

### **PREVIOUS ACTION**

None.

### **BACKGROUND**

The issue of a potential consolidation or integration of water resources management agencies in the Truckee Meadows has been under discussion for many years. During the year that the WRWC member agencies and staff have been working together on water resources management and planning issues, a number of potential opportunities have been identified for improving water resource management and making more efficient and effective use of existing infrastructure.

A specific example of an opportunity for making more efficient and effective use of existing infrastructure would be considering a shared distribution storage system that could delay the need to construct additional storage facilities. A specific example of improving resource management is the approach TMWA and DWR staff has developed to conjunctively use surface waters from the Truckee River and Whites and Thomas Creeks and groundwater resources to meet the needs of water customers in the South Truckee Meadows.

Staff recommends proceeding with an initial study of the feasibility of integrating DWR and TMWA. Staff recommends concentrating this analysis on TMWA and DWR because these two agencies own or control the significant majority of potable water system infrastructure and water resources in the region.

Staff recognizes the link between its recommendation and the requirement in Chapter 531 to study the consolidation of public purveyors. While working with Legislative Counsel Bureau staff to plan for the Legislative Oversight Committee on the Western Regional Water Commission (LOC) bill draft workshop, WRWC staff was asked to provide information regarding the possible costs of a consolidation study. The LOC wanted to consider the possibility of jointly funding the consolidation study that both the WRWC (through the Northern Nevada Water Planning Commission's work on the 2011 Comprehensive Water Plan Update) and the LOC are required to complete, pursuant to Chapter 531. (See Attachment A for all relevant language from Chapter 531 regarding consolidation studies.)

To meet this request, in mid-July staff developed and advertised a Request for Qualifications from consulting firms with experience in working on the integration or regionalization of utility

services. Six teams submitted Statements of Qualifications on August 6, 2008. A key goal of this effort was to get a better feel for the likely cost of completing a full scale analysis, as described in Section 42.9, Chapter 531. However, at the LOC's August 11, 2008 workshop, the LOC chose not to pursue any funding or to engage in any efforts related to consolidation or utility integration at this time.

Staff met on August 12, 2008 to discuss the factors driving consideration of possible integration of water resources planning and management in Washoe County and agreed that, regardless of the requirement to study potential consolidation, it makes sense to pursue analysis of this issue now. This conclusion was based on the staff's experience during the last year as they have worked together to support the establishment and initial operation of the WRWC. As staff has worked together, we have identified a number of potential opportunities for improving water resource management and making more efficient and effective use of existing infrastructure. As each agency has its own drivers, needs and governance, there have seemed to be few opportunities to go beyond the opportunity identification stage to the planning and implementation stage. The continuing constrained economic climate and the rising cost of both the infrastructure needed to meet the needs of current and future customers and ongoing operations provide reasons for considering possible utility integration as a means of ensuring that current and future customers receive the best value for their rate dollars and that our precious water resources are managed to meet our community's expectation for reliability and sustainability.

After extensive discussion, staff recommends proceeding with an initial effort focused on the financial feasibility of some kind of phased integration of TMWA and DWR. Any such integration should be designed to maximize community benefit from existing infrastructure investments as well as to maximize the efficient, effective, and sustainable use of water resource.

To implement this recommendation, staff has developed a strategy to take an incremental approach to conducting the required consolidation study. The first phase would include work by TMWA's and DWR's shared bond counsel, Swendseid & Stern, and financial advisors, PFM. Staff believes that this approach makes more sense than engaging any of the teams that submitted Statements of Qualifications at this point because Swendseid & Stern and PFM are already familiar with the key financial policies, documents, and procedures in use by both agencies and will be able to complete the necessary feasibility analysis more quickly and inexpensively than could a new contractor.

The recommended focused financial analysis is a two-pronged critical first step to assess the feasibility of some form of utility integration. (Swendseid & Stern and PFM should:

- a) conduct a feasibility analysis that identifies limitations or restrictions to utility integration resulting from existing debt (including bond/loan/note obligations) and applicable ordinances; and
- b) suggest possibilities for addressing any existing limitations; and
- c) outline potential financial structures of an entity created by some form of integration, if a plan for moving forward were adopted.

### **Possible Next Steps**

Based on the results of the financial analysis, and barring any conclusion that some type of utility integration would not be financially feasible, staff recommends the WRWC consider completing this initial phase of the required consolidation study by taking the following additional step:

- Direct the TMWA and DWR staff to prepare a proposed approach to evaluating the opportunities and constraints of integrating resource, infrastructure, and financial planning and management, and utility operations and maintenance. The proposed approach would include a recommended schedule for the proposed work as well as approach to stakeholder engagement in the process.

### **FISCAL IMPACT**

No financial impact to the WRWC at this time. Staff proposes that DWR and TMWA jointly fund the focused financial work on DWR and TMWA financial instruments and circumstances. Should the staff recommend additional analyses beyond this first phase of work, staff will prepare a recommended contract and process it through the Northern Nevada Water Planning Commission before bringing it to the WRWC for action.

### **RECOMMENDATION**

It is recommended that the WRWC direct staff to undertake a focused financial analysis evaluating the potential for a phased integration of the Truckee Meadows Water Authority and the Washoe County Department of Water Resources as an initial step in conducting evaluation of public water purveyor consolidation as required by Chapter 531, Section 42.9, *Statutes of Nevada 2007*, by taking all actions recommended in the Staff Report dated September 4, 2008.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to direct staff to undertake a focused financial analysis evaluating the potential for a phased integration of the Truckee Meadows Water Authority and the Washoe County Department of Water Resources as an initial step in conducting evaluation of water utility consolidation as required by Chapter 531, Section 42.9, *Statutes of Nevada 2007*, by taking all actions recommended in the Staff Report dated September 4, 2008.

rcm

Attachment A – Language from NRS 531 (incorporated in the document)

***Attachment A***

*Western Regional Water Commission Act (NRS 531) Language Relevant to the requirement to complete an evaluation of consolidation of public purveyors delivering potable water in Washoe County*

Section 42.9 of NRS 531 (the Western Regional Water Commission Act) requires that the 2011 Comprehensive Regional Water Plan include an “evaluation and recommendations regarding the consolidation of public purveyors in the planning area, which must include costs and benefits of consolidation, the feasibility of various consolidation options, analysis of water supplies, operations, facilities, human resources, assets, liabilities, bond covenants, and legal and financial impediments to consolidation and methods, if any, for addressing any such impediments.”

Section 13 of NRS 531 defines public purveyors as:

- “1. The Truckee Meadows Water Authority, or its successor;
2. The Washoe County Department of Water Resources, or its successor;
3. The South Truckee Meadows General Improvement District, or its successor;
4. The Sun Valley General Improvement District, or its successor; or
5. Any other governmental entity engaged in the retail delivery of potable water in the planning area.”

Section 56.10 of NRS 531 requires that the Legislative Oversight Committee for the Western Regional Water Commission (LOC) “shall review the programs and activities of the Western Regional Water Commission. The review must include an analysis of potential consolidation of the retail distribution systems and facilities of all public purveyors in the planning area, which is described in section 22 of this act.”

## **Western Regional Water Commission STAFF REPORT**

**DATE:** September 5, 2008  
**TO:** Chairman and Members, Western Regional Water Commission  
**FROM:** Jim Smitherman, Water Resources Program Manager  
**SUBJECT:** **Request for authorization for funding of registration, travel, hotel accommodations and per diem expenses not to exceed \$10,000 for eight staff members to attend the WaterSmart Innovations Conference and Exposition in Las Vegas, Nevada in October 2008.**

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### **SUMMARY**

The Southern Nevada Water Authority (SNWA), in partnership with the U.S. Environmental Protection Agency's WaterSense program and other leading national and international organizations, is holding a conference and exposition in Las Vegas on October 8-10, 2008.

Staff recommends supporting eight (8) people to attend this conference, consisting of one representative each from: Reno Community Development, Sparks Community Development, Washoe County Community Development, Truckee Meadows Water Authority, Sun Valley General Improvement District, South Truckee Meadows General Improvement District, Washoe County Department of Water Resources, and the Western Regional Water Commission.

### **BACKGROUND**

A brief description of the conference includes tracks on: Alternate Sources; Code, Policy and Rates; Conservation and Incentive Programs; Construction and Development; Drought Management; Education; Landscapes; Marketing and Outreach; Plumbing, Appliances and Fixtures; Special Topics; Utility and Infrastructure.

The conference track concerning code, policy and rates is of particular interest with respect to the WRWC's intent to develop a water conservation plan for municipal, industrial and domestic water resources within the planning area, including recommendations for water conservation agreements among water purveyors and local governments. The conference will provide an opportunity for directors, managers or senior-level staff from the eight entities identified above to learn and discuss current thoughts on water conservation and take away a common understanding for use in shaping conservation policies, codes and rates in the Truckee Meadows.

Additionally, this event will feature emerging and cutting-edge water efficiency technology, products and services including appliances, plumbing fixtures, landscape and irrigation equipment, consulting and professional services and software and expertise.

**PREVIOUS ACTION**

None

**FISCAL IMPACT**

The funding for this would come from the Regional Water Management Fund in a recommended amount not to exceed \$10,000. Budget authority is located in Account Number 710509 in the amount of \$3,382 and Account Number 711210 in the amount of \$6,518.

**RECOMMENDATION**

It is recommended that the Western Regional Water Commission authorize the funding of registration, travel, hotel accommodations and per diem expenses not to exceed \$10,000 for eight staff members to attend the WaterSmart Innovations Conference and Exposition in Las Vegas, Nevada in October 2008.

**POSSIBLE MOTION**

Should the WRWC agree with staff's recommendation, a possible motion would be: "Move to approve the funding of registration, travel, hotel accommodations and per diem expenses not to exceed \$10,000 for eight staff members to attend the WaterSmart Innovations Conference and Exposition in Las Vegas, Nevada in October 2008."

RM:JS:jd

## **Western Regional Water Commission STAFF REPORT**

**DATE:** September 5, 2008  
**TO:** Chairman and Members, Western Regional Water Commission  
**FROM:** Jim Smitherman, Water Resources Program Manager  
**SUBJECT:** **Request for endorsement of the Sierra Green Program, a regional residential construction standards program incorporating green building practices.**

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### **SUMMARY**

The Builders Association of Northern Nevada, the Builders Association of Western Nevada and the Nevada Small Business Development Center have worked together to develop the Sierra Green residential construction standards program. The program is based on the National Green Building Standards developed by the National Association of Home Builders.

Sierra Green is a comprehensive program that promotes the construction of energy- and water-efficient homes. The program incorporates green building practices including design, preparation and development of residential lots, resource efficiency, water efficiency, energy efficiency, indoor environmental quality, and operations, maintenance and building owner education. A brief executive summary is attached for your information. Complete program documentation can be viewed at: <http://thebuilders.com/sierragreen.php>.

### **PREVIOUS ACTION**

None

### **FISCAL IMPACT**

None

### **RECOMMENDATION**

It is recommended that the Western Regional Water Commission endorse the Sierra Green Program.

### **POSSIBLE MOTION**

Should the WRWC agree with staff's recommendation, a possible motion would be: "Move to endorse the Sierra Green Program."

RM:JS:jd

## Executive Summary

Sierra Green is a residential green building standard for home construction and renovation. The standard identifies elements that should be considered, or are required, for incorporation in the design and construction process that will improve the performance of homes and the health and comfort of their occupants.

The Sierra Green Program is based on a national green home building standard which was developed by a Consensus Committee. This Committee was led by the National Association of Home Builders (NAHB) in conjunction with the International Code Council. The NAHB standard has been submitted to the American National Standards Institute (ANSI) for adoption as a national standard.

The Builders Association of Northern Nevada (BANN), the Builders Association of Western Nevada (BAWN), their members, and the Business Environmental Program of the University of Nevada, Reno (UNR-BEP) collaborated through a working group process to develop Sierra Green. Sierra Green represents a refinement of the NAHB standard to enhance certain elements, most importantly those addressing water conservation and energy efficiency, to encourage adoption of additional practices that are particularly appropriate for Northern Nevada and its regional climate and environmental conditions.

Sierra Green will be implemented as a regional program administered by BANN and BAWN. It is a voluntary program in which builders are encouraged to participate to demonstrate that the homes they construct are high quality, high performing homes with reduced environmental impacts, lower operating costs, and improved occupant health and comfort.

Sierra Green provides a rating system for housing subdivisions and for individual homes (or multi-family dwellings). The rating system allows for differentiation of homes which incorporate additional performance or environmental features and which are expected to function more efficiently, at lower cost, and with reduced environmental impacts. Subdivisions are rated from one to four stars, and homes can achieve ratings of bronze, silver, gold, or emerald. These rating systems allow for an assessment of the level of green design and construction features incorporated in developments and homes and comparisons of features and levels of performance between different homes and homes built in different communities in Northern Nevada.

The Sierra Green home rating system includes numerous elements in the areas of:

- Lot Design, Preparation, and Development
- Resource Efficiency
- Water Efficiency
- Energy Efficiency
- Indoor Environmental Quality, and,
- Operations, Maintenance and Building Owner Education

The Program is designed to ensure the quality and high performance of Sierra Green Homes by incorporating a third party review and inspection process utilizing trained and certified raters. In addition, specific documentation is identified and required in the standard to be eligible for scoring under the various criteria. This process ensures that green features are constructed, installed, perform as designed, and provide higher value in homes rated as Sierra Green Homes.

### Acknowledgement



Sierra Green Draft Standards Version 1.0