WESTERN REGIONAL WATER COMMISSION (“WRWC”)
BOARD OF TRUSTEES
AGENDA
Thursday, May 20, 2010 @ 9:00 a.m.
Sparks Council Chambers, Legislative Building
745 Fourth Street, Sparks, Nevada 89431

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. Approval of Agenda (ACTION)
4. Public Comment* (Three-minute time limit per person)
5. Approval of the minutes of the April 9, 2010 meeting (ACTION)

Open Public Hearing


Close Public Hearing

7. Discussion and possible approval of an Amendment to the Contract with Somach Simmons & Dunn, in an additional amount not to exceed $50,000, for specialized legal services required in connection with the Truckee River Total Maximum Daily Load (“TMDL”) process; and, if approved, authorize the Chairman to execute the Amendment — Jim Smitherman (ACTION)

8. Status report on integration/consolidation of the Washoe County DWR and TMWA, and possible direction to staff — Mark Foree, TMWA, and Rosemary Menard, DWR (ACTION)

9. Discussion and possible approval of an Interlocal Agreement among the WRWC, TMWA, and Washoe County for reimbursement of certain expenses incurred in evaluating and implementing recommendations regarding integration/consolidation of the County’s Department of Water Resources (“DWR”) and TMWA; and, if approved, authorize the Chairman to execute the Agreement — Jim Smitherman (ACTION)

10. Discussion and possible reappointment of Mickey Hazelwood and Michael DeMartini to the Northern Nevada Water Planning Commission — Jim Smitherman (ACTION)
11. Discussion and possible direction to staff regarding the July 15, 2010 meeting of the Legislative Committee to Oversee the WRWC — Mark Foree and Rosemary Menard (ACTION)

12. Discussion and possible direction to staff regarding agenda items for the June 11 or July 9, 2010 WRWC meetings and future meetings (ACTION)

13. Commission Comments*

14. Staff Comments*

15. Public Comment* (Three minute time limit per person)

16. Adjournment

*Indicates a non-action item

<table>
<thead>
<tr>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Items on the agenda without a time designation may not necessarily be considered in the order in which they appear. The WRWC may take action on any of the action items listed.</td>
</tr>
<tr>
<td>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 TMWA at 775-834-8002 at least 24 hours prior to the meeting.</td>
</tr>
<tr>
<td>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), and the WRWC website: <a href="http://wrwc.us">http://wrwc.us</a>.</td>
</tr>
</tbody>
</table>
The regular meeting of the Western Regional Water Commission (WRWC) Board of Trustees was held on Friday, April 9, 2010, at Sparks 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  
   Steve Cohen  
   Patricia Lancaster  
   Bob Larkin  
   Ron Smith  

   Representing:  
   Truckee Meadows Water Authority (TMWA)  
   City of Reno  
   South Truckee Meadows General Improvement District (STMGID)  
   Sun Valley General Improvement District (SVGID)  
   Truckee Meadows Water Authority (TMWA)  
   City of Sparks

   Commissioners Absent:  
   John Breternitz  
   Bob Cashell  
   Geno Martini  

   Representing:  
   Washoe County  
   Truckee Meadows Water Authority (TMWA)  
   Truckee Meadows Water Reclamation Facility (TMWRF)

2. Pledge of Allegiance

   Chairman Carrigan asked Commissioner Smith to lead the Western Regional Water Commission in the Pledge of Allegiance.

3. Approval of Agenda

   Commissioner Lancaster made a motion to approve the April 9, 2010 WRWC agenda as posted. Commissioner Larkin seconded the motion, which carried unanimously.

4. Public Comment

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

5. Approval of the Minutes of the January 8, 2010 meeting.

   The minutes of the January 8, 2010 Western Regional Water Commission meeting were submitted for approval. Vice Chair Aiazzi made a motion to approve the minutes as submitted. Commissioner Smith seconded the motion, which carried unanimously.
6. **Discussion and possible finding that the draft Washoe County consensus population forecast for 2030 can be supported by the sustainable water resources as set forth in the Comprehensive Regional Water Management Plan.**

Chairman Carrigan invited Jim Smitherman to present this item. Mr. Smitherman gave a brief overview of the staff report along with a PowerPoint presentation, which covered the following:

- Amendments to the Truckee Meadows Regional Plan - Compare the Draft Consensus Population Forecast with the estimated population that can be supported by the sustainable water resources identified in the Regional Water Plan – A “decision tree” was developed, which includes:
  - NNWPC reviews draft Consensus Forecast and recommends for or against finding of consistency with sustainable water resources from RWMP
  - WRWC finds draft Consensus Forecast is consistent with sustainable water resources in RWMP and transmits finding to RPC and affected entities

- Draft Consensus Population Forecast – Based on an average population forecasts (provided by four sources), the 2010 population is estimated at 434,519; the 2030 population is estimated at 590,533. Chairman Carrigan asked if the numbers are conservative, to which Mr. Smitherman stated yes.

- Sustainable Water Resources – Mr. Smitherman referred to the Water Resources Baseline, which totals approximately 183,250 acre-feet per year. He briefly explained the methodology used for establishing the baseline. He explained that the population forecast includes all of Washoe County; however, the water resources include only those within the basins of the NNWPC planning area (excluding Incline Village, Pyramid Lake and some other basins). He summarized that based on the planning, the numbers presented for sustainable water resources are conservative.

Commissioner Smith asked if there are any plans to increase upstream storage. Chairman Carrigan stated that the Truckee River Operating Agreement (TROA) sets the standards.

- Water Demand Projections – Information was provided by TMWA on Building and Water Use Projections based on the Consensus Forecast Population, which calculates the total water use by 2030 at 141,865 acre-feet. Mr. Smitherman explained the methodology used by Shawn Stoddard, TMWA, in the projections.

- Estimated Population that can be supported by Sustainable Water Resources – Mr. Smitherman stated that based on an estimated population at 2030 of approximately 590,533, needing 141,865 acre-feet of water per year, the estimated sustainable water resources of 183,250 are adequate.

- **Recommended Action by Commission**

Mr. Smitherman stated that the conclusion is that the draft Consensus Population Forecast for 2030 is less than the estimated population that can be supported by the sustainable water resources identified in the Regional Water Plan. He summarized that Truckee Meadows Regional Planning Agency (TMRPA) and the Regional Planning Governing Board designate the NNWPC and WRWC as entities to compare the draft Consensus Forecast and sustainable water resources.

Mr. Smitherman reported that the NNWPC made motion to “Recommend to the WRWC that it determine that the draft Consensus Population Forecast for 2030 is less than the estimated population that can be supported by the sustainable water resources identified in the Regional Water Plan”.

Chairman Carrigan stated that he agrees there is sufficient water to support the projected population. Vice Chair Aiazzi stated that if nothing changed as far as building codes, we would have sustainable water resources for 740,000 people based on current conditions. Mr. Smitherman agreed and added that reclaimed water or more efficient water use are not included, making the number more conservative.
Commissioner Larkin made a motion “to determine that the draft Consensus Forecast population for 2030 is less than the estimated population that can be supported by the sustainable water resources identified in the RWMP, and direct staff to submit the draft Consensus Forecast, with a finding that the forecasted population can be supported by the sustainable water resources as set forth in the RWMP, to Reno, Sparks, Washoe County, and TMRPA, by April 20, 2010.” Commissioner Lancaster seconded the motion, which carried unanimously.

7. Review, discussion, and possible approval of the WRWC tentative budget for Fiscal Year 2010-2011; and possible direction to staff regarding the time and place for a public hearing on the tentative budget.

Mr. Smitherman reported that the WRWC is required to submit the Fiscal Year (FY) 2010-2011 budget in May 2010. He explained that the budget was presented to the NNWPC on April 7, 2010, which made a recommendation to forward it to the WRWC.

Mr. Smitherman reviewed the revenues, expenditures and ending balance. He briefly reviewed the list of professional service budget items. He summarized that the total expenditures is approximately $2.47 million, with a net decrease in cash reserves of just over $1 million. He explained that expenditures for the next couple of years would exceed the revenues, which is possible because of the cash reserve.

Members discussed issues such as staff salaries, in-kind services, etc. Vice Chair Aiazzi suggested further work on the gray water issue, which Mr. Smitherman stated is included in the budget. Commissioner Larkin requested an agenda item for an update on the regional reclaimed water project.

Mr. Smitherman reported that the NNWPC made a motion that “the NNWPC reviewed the tentative budget for fiscal year 2010-2011 and is forwarding a recommendation to the WRWC for approval.”

Commissioner Cohen made a motion that the “WRWC approve the WRWC tentative budget for Fiscal Year 2010-2011, and direct staff to file the tentative budget with the State Department of Taxation and establish May 20, 2010, at 10:00 a.m. as the time for the public hearing on the tentative budget.” Commissioner Larkin seconded the motion, which carried unanimously.

Mr. Smitherman reiterated that the public hearing on the budget is scheduled for May 20, 1010 at 10:00 a.m. Vice Chair Aiazzi requested scheduling the public hearing at 9:00 a.m. to follow TMWA’s budget public hearing, with which staff agreed.

8. Discussion and possible ratification the WRWC Program Manager’s designation of Schettler, Macy & Silva, LLC as the WRWC’s external auditors for the Fiscal Year 2010-2011 financial statement audit.

Rosemary Menard reported that this item is requested to continue auditing services by Schettler, Macy & Silva, LLC.

Vice Chair Aiazzi made a motion to “Ratify the WRWC Program Manager’s designation of Schettler, Macy & Silva, LLC as the WRWC’s external auditors for the Fiscal Year 2010-2011 financial statement audit, and approve the related Letter of Engagement.” Commissioner Smith seconded the motion, which carried unanimously.

9. Discussion and possible direction to staff regarding the July 15, 2010 meeting of the Legislative Committee to Oversee the WRWC.
Ms. Menard reported that the Legislative Oversight Committee (LOC) cancelled their April meeting so the next meeting is scheduled for July. She added that staff has time to make requests if desired for the July meeting.

10. Discussion and possible direction to staff regarding agenda items for the May 20, 2010 Commission meeting and future meetings.

Mr. Smitherman reported that items included for May 20, 2010 include:

- Required public hearing on the Western Regional Water Commission budget for Fiscal Year 2011.
- Contract amendment with Somach Simmons and Dunn for Total Maximum Daily Load for nutrients to the Truckee River and Clean Water Act related legal work.
- Interlocal agreement(s) between TMWA and WRWC, and Washoe County and WRWC, regarding Regional Water Management Fund funding for integration work. Commissioner Larkin requested an update on the integration.

11. Commission Comments

None

12. Staff Comments

None

13. Public Comment

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

14. Adjournment

With no further business, the meeting was adjourned at 2:05 p.m.

Respectfully submitted by,

Niki Linn, Recording Secretary

Approved by Commission in session on______________ 2010.

______________________________
Mike Carrigan, Chairman

Note: DRAFT Minutes not approved by Board.
Western Regional Water Commission

STAFF REPORT

DATE: May 12, 2010
TO: Chairman and Members, Western Regional Water Commission
FROM: Jim Smitherman, Water Resources Program Manager

SUMMARY
Staff has developed a WRWC Final Budget for Fiscal Year 2010/2011 including revenues and professional services and supplies (Attachment 1). The Tentative Budget has been filed with the State as required by law. Notice of the Public Hearing has been published, and the Tentative Budget has been made available for public inspection, both as required by law. Also attached are budget worksheets (Attachment 2) summarizing Regional Water Management Fund revenues, expenditures, in-kind contributions, and showing details for non-staff professional services related to priority projects and routine operating expenses including staff and non-staff services.

BACKGROUND
The WRWC is required to submit a tentative budget to the Nevada Department of Taxation on or before April 15, and adopt a final budget after holding a public hearing on the third Thursday or Friday in May. The attached Final Budget is provided for WRWC discussion, possible direction to staff, and adoption.

PREVIOUS ACTION
On April 14, 2009, the WRWC Tentative Budget for Fiscal Year 2010/2011 was submitted to the State Department of Taxation.

On April 9, 2009, the WRWC approved the WRWC Tentative Budget for Fiscal Year 2010/2011 and directed staff to file it with the State Department of Taxation and provide notice as required by law for the public hearing on the Tentative Budget and establish May 20, 2010 as the time of the public hearing on the Tentative Budget.

On April 7, 2010, the Northern Nevada Water Planning Commission reviewed the proposed WRWC Tentative Budget for Fiscal Year 2010/2011 and made a recommendation for approval to the WRWC.

FISCAL IMPACT
The fiscal year 2010-2011 budget recommendation provides for $1,400,852 in revenues, $2,470,632 in expenses, and an ending fund balance of approximately $2,580,690. Budget expenses include a maximum of $1,886,700 for Work Plan activities, $480,932 for three full time staff and a WRWC attorney, and various routine operating expenses in the amount of $103,000.
RECOMMENDATION
Staff recommends that the WRWC adopt and certify the WRWC Final Budget for Fiscal Year 2010/2011 and direct staff to transmit a copy of it to the Nevada Tax Commission, together with an affidavit of proof of publication of the notice of the public hearing.

POSSIBLE MOTION
“Move to adopt and certify the WRWC Final Budget for Fiscal Year 2010/2011 and direct staff to transmit a copy of it to the Nevada Tax Commission in accordance with law.”

JS:jd

Attachment: WRWC Final Budget for Fiscal Year 2010/2011 and budget worksheets
Western Regional Water Commission herewith submits the (FINAL) budget for the fiscal year ending June 30, 2011

This budget contains 0 funds, including Debt Service, requiring property tax revenues totaling $ 0

The property tax rates computed herein are based on preliminary data. If the final state computed revenue limitation permits, the tax rate will be increased by an amount not to exceed 0 if the final computation requires, the tax rate will be lowered.

This budget contains 1 governmental fund types with estimated expenditures of $ 2,470,632 and 0 proprietary funds with estimated expenses of $ 0

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 364.596 (Local Government Budget and Finance Act).

CERTIFICATION

I, Ben Hutchins, Finance & Customer Service Manager, certify that all applicable funds and financial operations of this Local Government are listed herein.

Signed:

Dated: 5/12/10

APPROVED BY THE GOVERNING BOARD

SCHEDULED PUBLIC HEARING:

Date and Time 5/20/10 9:00 AM

Publication Date 5/10/10

Place: City of Sparks Legislative Council Chambers, 745 Fourth Street, Sparks, Nevada
### FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

<table>
<thead>
<tr>
<th>Function</th>
<th>Actual Prior Year Ending 06/30/09</th>
<th>Estimated Current Year Ending 06/30/10</th>
<th>Budget Year Ending 06/30/11</th>
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<td>General Government</td>
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<tr>
<td>Community Support</td>
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</tbody>
</table>

Personnel support services are provided to the Commission pursuant to an interlocal agreement with Washoe County Department of Water Resources.

| TOTAL GENERAL GOVERNMENT      |                                   |                                       |                             |
| Utilities                     |                                   |                                       |                             |
| Hospitals                     |                                   |                                       |                             |
| Transit Systems               |                                   |                                       |                             |
| Airports                      |                                   |                                       |                             |
| Other                         |                                   |                                       |                             |
| TOTAL                         |                                   |                                       |                             |

### POPULATION (AS OF JULY 1)

<table>
<thead>
<tr>
<th>Source of Population Estimate*</th>
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<tbody>
<tr>
<td>Assessed Valuation (Secured and Unsecured Only)</td>
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<tr>
<td>Net Proceeds of Mines</td>
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<td>TOTAL ASSESSED VALUE</td>
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<td>N/A</td>
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| TAX RATE                      |                      |                      |                      |
| General Fund                  |                      |                      |                      |
| Special Revenue Funds         |                      |                      |                      |
| Capital Projects Funds        |                      |                      |                      |
| Debt Service Funds            |                      |                      |                      |
| Enterprise Fund               |                      |                      |                      |
| Other                         |                      |                      |                      |

| TOTAL TAX RATE                |                      |                      |                      |

* Use the population certified by the state in March each year. Small districts may use a number developed per the instructions (page 6) or the best information available.

Western Regional Water Commission  
(Local Government)

SCHEDULE S-2 - STATISTICAL DATA
<table>
<thead>
<tr>
<th>GOVERNMENTAL FUNDS AND EXPENDABLE TRUST FUNDS</th>
<th>BEGINNING FUND BALANCES (1)</th>
<th>CONSOLIDATED TAX REVENUE (2)</th>
<th>PROPERTY TAX REQUIRED (3)</th>
<th>TAX RATE (4)</th>
<th>OTHER REVENUE (5)</th>
<th>OTHER FINANCING SOURCES OTHER THAN TRANSFERS IN (6)</th>
<th>OPERATING TRANSFERS IN (7)</th>
<th>TOTAL (8)</th>
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</thead>
<tbody>
<tr>
<td>General</td>
<td>3,650,470</td>
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<td></td>
<td>1,400,852</td>
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<td>DEBT SERVICE</td>
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<tr>
<td>Subtotal Governmental Fund Types, Expendable Trust Funds</td>
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<td>PROPRIETARY FUNDS</td>
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<td>Subtotal Proprietary Funds</td>
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<td>TOTAL ALL FUNDS</td>
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</table>
### revenues

<table>
<thead>
<tr>
<th></th>
<th>actual prior year ending 6/30/2009</th>
<th>estimated current year ending 6/30/2010</th>
<th>budget year ending 06/30/11</th>
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<tbody>
<tr>
<td>1.5% regional water management fees</td>
<td>1,198,225</td>
<td>1,294,293</td>
<td>1,367,000</td>
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<td>investment earnings</td>
<td>156,084</td>
<td>60,991</td>
<td>33,852</td>
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<td><strong>subtotal</strong></td>
<td>1,354,309</td>
<td>1,354,984</td>
<td>1,400,852</td>
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</table>

**Other Financing Sources:**
- Operating Transfers in (Schedule T)

**Beginning Fund Balance**
- Reserved
- Unreserved

**Total Beginning Fund Balance**
- Prior Period Adjustment(s)
- Residual Equity Transfers

**Total Resources**

<table>
<thead>
<tr>
<th></th>
<th>4,483,144</th>
<th>4,643,766</th>
<th>5,051,323</th>
<th>5,051,322</th>
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### Expenditures

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<thead>
<tr>
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<th>1,194,362</th>
<th>993,296</th>
<th>2,470,632</th>
<th>2,470,632</th>
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<tbody>
<tr>
<td><strong>subtotal</strong></td>
<td>1,194,362</td>
<td>993,296</td>
<td>2,470,632</td>
<td>2,470,632</td>
</tr>
</tbody>
</table>

**Other Uses**
- Contingency (not to exceed 3% of total expenditures)
- Operating Transfers Out (Schedule T)

**Ending Fund Balance**
- Reserved
- Unreserved

**Total Ending Fund Balance**

<table>
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<tr>
<th></th>
<th>3,288,782</th>
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**Total Commitments & Fund Balance**

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Western Regional Water Commission (Local Government)

**Schedule B**

**Fund** 766
Western Regional Water Commission  
July 1, 2010 - June 30, 2011  
Budget - Summary

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>1.5% RWMF</th>
<th>NOTE</th>
<th>Washoe County</th>
<th>TMWA</th>
<th>NOTE</th>
<th>SVGID</th>
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<tbody>
<tr>
<td><strong>REVENUE</strong></td>
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<td>Estimated Water Surcharge Revenues</td>
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<td>Estimated Interest Income</td>
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<td><strong>Total Revenue</strong></td>
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<td><strong>PROFESSIONAL SERVICES/SUPPLIES</strong></td>
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<td>Estimated Professional Services</td>
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<td>62,629</td>
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<td><strong>OTHER EXPENSES</strong></td>
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<td>Estimated Misc.</td>
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<td>97,237</td>
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<td><strong>Total Other Expense</strong></td>
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<td><strong>Total Expenses</strong></td>
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**Net Decrease in Cash Reserves** **($1,069,780)**  

**NOTES:**
1. Proposed budget for the 1.5% Regional Water Management Fund (1.5% RWMF) provides legal spending authority for projects yet to be approved by the WRWC upon recommendations provided by the NNWPC. Specific per project scope and cost yet to be developed and approved by the WRWC.
2. Proposed budget provides legal spending authority for contract staff services previously approved by the WRWC.
3. Washoe County estimate for labor overhead: 1.5% RWMF management, accounting, purchasing, human resources, information technology, routine/administrative and GIS/drafting services.
4. TMWA estimate to perform administrative tasks such as drafting and posting agendas, producing staff reports, delivering agenda packets, contracts to provide WRWC minutes and website postings and updates.
5. TMWA estimate for supplies to produce agendas, staff reports and agenda packets.
6. Washoe County estimate for services and supplies overhead: office space, utilities, computer hardware, software, copier, supplies.
7. TMWA estimate for office space, copier, computer expenditures.
8. Cost for various SVGID overhead related to providing staff resources.
9. Budget expenses exceed revenues by $1,069,780, which reduces projected cash balances to approximately $2.375 million at 6/30/11.
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<td>Cost for Support Staff services as defined by employee services contract entered into between Washoe County and WRWC.</td>
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<td>Mileage Expenses</td>
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<td>$480,932</td>
<td>Annual service contract to provide for recording of meetings and transcription of minutes.</td>
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<td>Minutes</td>
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<td>Contract for initial website development; website content and design services; annual website updating, maintenance, and hosting; specialized programming services; digital library development and updating; hosting, development and maintenance of SharePoint site; licensing fees, software and software updates; training/programming reference materials; hosting of TRIG server.</td>
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<td>Website</td>
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<td>Misc. Operating</td>
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<td>Currently all in-kind service costs are covered by member agencies as specified by interlocal agreement.</td>
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Western Regional Water Commission

STAFF REPORT

DATE: May 6, 2010
TO: Chairman and Members, Western Regional Water Commission
FROM: Jim Smitherman, Water Resources Program Manager
SUBJECT: Discussion and possible approval of an amendment to the contract with Somach Simmons & Dunn, in an additional amount not to exceed $50,000, for specialized legal services required in connection with the Truckee River Total Maximum Daily Load ("TMDL") process; and, if approved, authorize the Chairman to execute the Amendment

SUMMARY
On March 13, 2009, the Western Regional Water Commission (“WRWC”) approved a contract with Somach Simmons & Dunn, LLP for specialized legal services in connection with the Truckee River third party TMDL process. The initial amount of $50,000 is nearly depleted and the project staff working group has recommended that an additional $50,000 for fiscal year 2010-2011 is required. The staff working group is pleased with the services provided to date.

BACKGROUND
Chapter 531, Statutes of Nevada 2007, Section 30, provides the WRWC with the powers to prepare, adopt, update and oversee the implementation of the Comprehensive Regional Water Management Plan. Section 42 requires the Comprehensive Plan to, among other things, address the quality of surface water including compliance with water quality standards, locations and capacities of wastewater treatment plants, intended quantity and quality of discharge from those plants and programs to attain protection from pollution by both concentrated and diffuse sources.

Somach Simmons & Dunn is a California law firm that has considerable expertise and experience in Clean Water Act issues. The firm currently provides legal services to the Cities of Reno and Sparks with regard to the Truckee Meadows Water Reclamation Facility’s permit with the State.

As has previously been described for the Commission, an effort is now underway to revise the nutrient standards and TMDL for nitrate and phosphate on the Truckee River. This effort is being undertaken jointly by Reno, Sparks, Washoe County, and the Truckee Meadows Water Authority (sometimes referred to as the “third parties,” i.e., not regulators).

Because of the complexity of the Truckee River system, the development of this TMDL presents many unique issues. Staff has concluded that continuing to engage Somach Simmons & Dunn to provide legal services in connection with the TMDL process will be a necessary and cost-effective step to ensure the third parties and the WRWC are proceeding in a direction consistent with the constraints and requirements of the Clean Water Act.

The proposed Amendment No. 1 to the existing Contract: designates Terri Svetich to replace Greg Dennis as the WRWC liaison; broadens the scope of representation to include beneficial
use designations and water quality standards revisions; and, provides for an additional $50,000 in funding with a 5% credit on all legal fees billed. The budget for the TMDL process for the 2010/11 fiscal year is adequate to cover this amount.

**PREVIOUS ACTION**
On March 13, 2009, the WRWC approved a Contract in an amount not to exceed $50,000 from the Regional Water Management Fund with Somach Simmons & Dunn, LLP for specialized legal services in connection with the Truckee River third party TMDL process.

**FISCAL IMPACT**
The fiscal impact to the Regional Water Management Fund will not exceed the amount of $50,000. Budget authority is located in Fund Group 766, Fund 7066, Account Number 710120, Legal Fees, and Cost Object WP310700.5.

**RECOMMENDATION**
Staff recommends that the WRWC approve the proposed Amendment No. 1 to the Contract with Somach Simmons & Dunn.

**POSSIBLE MOTION**
Should the WRWC agree with the staff recommendation, a possible motion is: “Move to approve the proposed Amendment No 1 to the Contract with Somach Simmons & Dunn, in an amount not to exceed $50,000 from the RWMF, for specialized legal services required in connection with the Truckee River TMDL process; and, authorize the Chairman to execute the Amendment.”

JS:jd

Attachment: Amendment No 1 to Attorney-Client Fee Contract
May 7, 2010

Mike Carrigan, Chair
Western Regional Water Commission
c/o City of Sparks
P.O. Box 857
Sparks, NV 89432-0857

Re: Amendment No. 1 to Attorney-Client Fee Contract

Dear Mr. Carrigan:

Effective April 10, 2009, the Western Regional Water Commission entered into an agreement with Somach Simmons & Dunn, A Professional Corporation, for representation and advice in connection with development and revision of Total Maximum Daily Loads for the Truckee River. Paragraph 3 of that agreement provides for modification of the terms and scope by mutual agreement. The modification must be in writing and signed by both parties. Accordingly, the parties agree to the following modifications:

1. Somach Simmons & Dunn will communicate to the Commission through Terri Svetich unless we are instructed otherwise.

2. The scope of the agreement is expanded to include representation and advice with regard to other water quality strategies in addition to Total Maximum Daily Loads including beneficial use designations and water quality standards revisions.

3. Total professional fees expended for the services of Somach Simmons & Dunn under this agreement shall not exceed $100,000.00 without prior written authorization from the Commission. At the Commission’s request, Somach Simmons & Dunn has agreed to provide a credit of 5 percent on legal fees billed pursuant to this agreement effective July 1, 2010 until June 30, 2011. Costs will continue to be reimbursed at actual cost as provided in Paragraph 6 of our agreement.

4. This agreement will remain in effect until June 30, 2011 unless extended by the parties.

SOMACH SIMMONS & DUNN
A Professional Corporation

By ________________________________
  Roberta L. Larson
I have read and understood the foregoing terms and those set forth in this Amendment 1 to the Agreement and hereby agree to them, as of the date below.

Western Regional Water Commission

Date: ____________________  By______________________________  

Mike Carrigan
ATTACHMENT

SCHEDULE OF RATES

Key Personnel

Roberta L. Larson.......................... $290.00
Cassie N. Aw-yang..........................$205.00

Additional Personnel

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<td>Paralegals &amp; Law Clerks</td>
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NOTE: The Schedule of Rates will be reviewed and may be modified. Clients will receive 30 days notice of any modification in the Schedule of Rates. Rates for new attorneys will be forwarded to the client within a reasonable time after the new attorney begins work under this contract. All out-of-pocket costs and expenses will be billed to clients at our cost. An interest charge will be added to all bills that are unpaid in excess of 30 days.
WESTERN REGIONAL WATER COMMISSION  
P. O. BOX 30013  
RENO, NEVADA 89520-3013

April 16, 2009

Roberta Larson  
Somach Simmons & Dunn  
813 Sixth Street, Third Floor  
Sacramento, California 95814

Dear Ms. Larson:

The Western Regional Water Commission (WRWC) met on Friday, March 13, 2009 and approved the agreement for legal services in connection with development and revision of Total Maximum Daily Loads for the Truckee River.

Enclosed is the agreement dated April 10, 2009 signed by Mike Carrigan, Chairman of the Western Regional Water Commission.

We look forward to working with you.

Yours sincerely,

Corinne Cassell,  
Executive Assistant  
Western Regional Water Commission
April 10, 2009

Mike Carrigan, Chair
Western Regional Water Commission
c/o City of Sparks
P.O. Box 857
Sparks, NV 89432-0857

Re: Attorney-Client Fee Contract

Dear Mr. Carrigan:

This document ("agreement") is the written fee contract that California law requires lawyers to have with their clients, pursuant to Cal. Business and Professions Code, section 6148. Somach Simmons & Dunn, A Professional Corporation ("we" or "the Firm"), will provide services to the Western Regional Water Commission (the "Commission" or "you") on the terms set forth below.

1. CONDITIONS. This agreement will not take effect, and the Firm will have no obligation to provide any services, until you return a signed copy of this agreement.

2. SCOPE OF SERVICES. You are hiring us as your attorneys, to represent and advise you in connection with development and revision of Total Maximum Daily Loads for the Truckee River. We will provide those legal services reasonably required and requested to represent and advise you on the described matter. We will take reasonable steps to keep you informed of progress and to respond to your inquiries. We will communicate and to the Commission through Greg Dennis unless we are instructed otherwise. Roberta L. Larson will be the principal attorney in charge of your matter, and Cassie N. Aw-yang will assist. From time to time other attorneys in this firm will support our efforts. Unless you and we make a different agreement in writing, this agreement will govern all future services we may perform for you.

3. AMENDMENTS: The term and scope of this agreement may be modified by mutual agreement of the parties. Any modification shall be in writing and signed by both parties.
4. CLIENT’S DUTIES. You agree to cooperate with us and be reasonably available to confer with us upon request, to keep us informed of developments and to disclose to us all facts and circumstances of which you are aware which may bear upon our handling of the matter. You agree to provide us with such documents and information as you may possess relating to the matter, to abide by this agreement, to pay our bills on time, and to keep us advised of your address, telephone number and whereabouts.

5. LEGAL FEES AND BILLING PRACTICES. You agree to pay by the hour at our prevailing rates for time spent on your matter by our legal personnel. We record our time, and will bill you, to the nearest one-tenth hour. Our current hourly rates for legal personnel (and other billing rates) are set forth on the attached Schedule of Rates. These rates are reviewed and adjusted periodically, but not more frequently than annually. We will send you a proposed revision to our rates before effectuating any adjustment. The revised schedule of rates will apply after each adjustment. Total professional fees expended for the services of Somach Simmons & Dunn under this agreement shall not exceed $50,000.00 without prior written authorization from the Commission.

We will charge you for the time we spend on telephone calls relating to your matter. The legal personnel assigned to your matter will confer among themselves about the substantive legal, tactical, and strategic issues pertaining to the matter, and with consultants and other persons who may have information regarding your matter, as required. When they do confer, each of the legal personnel will charge for the time expended. Similarly, if more than one of our legal personnel attends a meeting, court hearing, or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

6. COSTS AND OTHER CHARGES. We will incur various costs and expenses in performing legal services under this agreement. The cost of normal photocopying, long distance telephone calls, postage and other small miscellaneous expenses as to which individual itemization is impractical are covered and included within the monthly retainer.

All other costs, such as airfare, mileage at the IRS reimbursement rate, lodging, meals, computerized legal research, unusual photocopying and staff overtime, if and to the extent required, are billed directly on a pass-through basis as a cost advanced by us. We generally do not pass through our secretarial overtime costs unless the overtime is required due to unanticipated time constraints or other urgencies that arise in the matter.
BILLING STATEMENTS. Our billings are calculated and submitted on a monthly basis. The billings are accompanied by a computer-generated statement setting forth a description of the services performed, the date of the work, the amount of time spent, and the identity of the person performing the work. Each statement will be due and payable upon presentation, and overdue thirty (30) days after the date of billing. Your account is considered current when payment is made within thirty (30) days of the billing date. We will send the original monthly statement to you at the address above, unless you instruct us otherwise.

If your account becomes delinquent, we have established collection procedures, which may include stopping all legal services of a non-emergency nature. Contrary to our anticipation, if that situation should arise and exist for a period of sixty (60) days, we will ask you for, and you agree to execute, a stipulation allowing us to withdraw as your counsel of record.

DISCHARGE AND WITHDRAWAL. You may discharge us at any time, and without cause, by giving us written notice of termination. We may withdraw with your advance written consent, or at any time after having given you written notice and a reasonable period within which to retain the services of other counsel.

When our services conclude, all unpaid charges will become due and payable immediately. After our services conclude, we will, on your request, deliver your file to you, along with any funds or property of yours in our possession.

DISCLAIMER OF GUARANTEE. Nothing in this agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the outcome of your matter are expressions of opinion only.

OTHER REPRESENTATION, WAIVER OF EXISTING AND FUTURE CONFLICTS, AND AGREEMENT TO UTILIZE SEPARATE COUNSEL IN THE EVENT OF DIFFERENCES WITH THE CITIES OF RENO OR SPARKS CONCERNING THE SUBJECT MATTER OF THE REPRESENTATION. You acknowledge that Somach, Simmons & Dunn has disclosed that it represents other parties whose interests are, or may be adverse to the Commission and that it may represent parties in the future whose interests are, or may be, adverse to the Commission. Somach, Simmons & Dunn represents that it does not have conflicts of interests with respect to services and matters that are specifically identified within the scope of this
agreement. As to any and all other matters, you agree that Somach, Simmons & Dunn’s representation of the Commission on this matter shall not affect Somach, Simmons & Dunn’s representation of any other party having interests adverse to the Commission, and you waive or will waive any and all conflicts of interest associated with representation of such other party or parties, and consent to the representation of such other party or parties.

With respect to the subject matter of this agreement, we will advise and represent the Commission and all of its members jointly. However, should the Commission and the City of Reno elect to pursue different actions or strategies as to the subject matter of the representation, such that Somach, Simmons & Dunn’s continued representation of both the Commission and the City of Reno is unlawful, impractical, inconsistent with rules of professional conduct, or objected to by the City of Reno, you will utilize other counsel, and consent to Somach, Simmons & Dunn’s continued representation of the City of Reno in such circumstances.

11. GOVERNING LAW: This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada, to the extent consistent with the firm’s ethical obligations under California law and Rules of Professional Conduct.

12. COMMUNICATIONS. We encourage you to contact us at any time you have any question whatsoever concerning our representation of you.

14. EFFECTIVE DATE. This agreement will take effect when you have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date we first performed services. The date at the beginning of this agreement is for reference only. Even if this agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you.

SOMACH SIMMONS & DUNN
A Professional Corporation

By_____________________________________

Roberta L. Larson
Mike Carrigan  
Re: Attorney-Client Fee Contract  
April 10, 2009  
Page 5

I have read and understood the foregoing terms and those set forth in this Agreement and hereby agree to them, as of the date Somach Simmons & Dunn, A Professional Corporation, first provided services

Western Regional Water Commission

By

Mike Carrigan
ATTACHMENT

SCHEDULE OF RATES

Key Personnel

Roberta L. Larson................................. $290.00
Cassie N. Aw-yang............................. $205.00

Additional Personnel

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<table>
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<tr>
<td>Shareholders</td>
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<tr>
<td>Associates</td>
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<tr>
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NOTE: The Schedule of Rates will be reviewed and may be modified. Clients will receive 30 days notice of any modification in the Schedule of Rates. Rates for new attorneys will be forwarded to the client within a reasonable time after the new attorney begins work under this contract. All out-of-pocket costs and expenses will be billed to clients at our cost. An interest charge will be added to all bills that are unpaid in excess of 30 days.
Western Regional Water Commission

STAFF REPORT

DATE: May 12, 2010
TO: Chairman and Members, Western Regional Water Commission
FROM: Mark Foree, General Manager TMWA
Rosemary Menard, Director WDWR
SUBJECT: Status Report on TWMA and Washoe County Department of Water Resources Integration Efforts

Staffs of both agencies continue engage in processes to assess and evaluate data on the water systems operated by WDWR. Work began in November 2009 with significant progress made to-date. The final stages of the due diligence effort are mentioned below with approximate dates of completion.

November 2009
- Consolidation Working Teams created
- Initial data collection begins (financial records, rate models, distribution maps, etc)
- Interlocal Agreement drafts are prepared and reviewed
- Facility site visits scheduled
- Communications protocols established

December 2009
- Governing bodies approve Interlocal Agreement
- County Facility Site visits begin (Stampmill, Mt Rose, St James, Glendale Treatment Plant, Timberline, Hidden Valley, Double Diamond)
- Review of WDWR contracts and agreements begin
- Water resource/groundwater analysis begins
- Data center connectivity work begins
- Facility engineering assessments begin

January 2010
- County Facility Site visits continue (Lightning W, Old Washoe Estates, Sunrise Estates, Arrowcreek, Thomas Creek, Horizon Hills, Lemmon Valley, Spanish Springs)
- Initial findings and reports generated from data collected during site visits
- Facility engineering assessments continue
- WDWR preliminary 5 and 10 year CIP reviewed
- Review of WDWR contracts and agreements continues

February 2010
- TMWA summary reports drafted for many of the County’s water systems
- Facility engineering assessments continue
- Land and easement reviews begin
- SCADA and IT assessments begin
March 2010
- TMWA summary reports drafted for the remaining County water systems
- Facility engineering assessments continue
- Engineering hydraulic modeling begins
- Land and easement reviews continue
- SCADA and IT assessments continue

April 2010
- TMWA and WDWR staffs begin reviews of TMWA facilities assessments
- Engineering hydraulic modeling continues
- Land and easement reviews continue

May 2010
- TMWA and WDWR staffs finalize facility assessment reports
- Engineering hydraulic modeling continues
- Land and easement reviews completed and WDWR begins work to develop strategies to address issues identified
- SCADA and IT reports to be completed
- Customer Service assessment begins

June 2010
- WDWR to complete plan to address land and easement issues
- Engineering hydraulic modeling to be completed
- Development of combined operating plans begin
- Water rights/will-serve assessment begins
- Customer Service assessment continues

July 2010
- Engineering hydraulic modeling completed
- Development of integrated operating plan completed
- Water rights/will-serve assessment continues
- Customer Service assessment completed
- HR modeling begins
- WDWR and TMWA integrated CIP completed
- Financial analysis/modeling begins

August 2010
- Water rights/will-serve assessment continues
- HR modeling continues
- Financial analysis/modeling continues
- PFM begins review of financial modeling
- Preparation of Addendum to the Interlocal Agreement begins

September – December 2010
- Finalization of Addendum to the Interlocal Agreement
- Presentations of findings, conclusions, and recommendations
Western Regional Water Commission

STAFF REPORT

DATE: May 6, 2010
TO: Chairman and Members, Western Regional Water Commission
FROM: Jim Smitherman, Water Resources Program Manager
SUBJECT: Discussion and possible approval of an Interlocal Agreement among the Western Regional Water Commission (“WRWC”), the Truckee Meadows Water Authority (“TMWA”) and Washoe County for reimbursement of certain expenses incurred in evaluating and implementing recommendations regarding integration/consolidation of the County’s Department of Water Resources (“DWR”) and TMWA; and, if approved, authorize the Chairman to execute the Agreement.

SUMMARY
Since September 2008, TMWA and DWR staff have, at the request of the WRWC, engaged in a multi-part analysis, evaluation, planning, recommendations, and preliminary implementation of integration/consolidation of the two water utilities. Certain contracted services, and considerable staff time and resources have been, and will be, required to complete these efforts. The analysis, evaluation, and recommendations are a required element of the Comprehensive Regional Water Management Plan (the “Plan”), and both TMWA and DWR have requested that a portion of the WRWC budget for the existing fiscal year, and for fiscal year 2010-2011, be appropriated to partially reimburse them for necessary integration/consolidation related costs incurred and to be incurred.

The current fiscal year budget can support up to $300,000 because expenditures for development of the Plan have been significantly under budget. The fiscal year 2010-2011 budget includes $250,000 for regional water planning, which could support next year’s efforts.

BACKGROUND
Section 42(9) of the Act requires the Plan to include: “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 such impediments.”

In furtherance of the requirements of Section 42(9) of the Act, the WRWC, at its September 12, 2008 meeting, requested staff from TMWA and DWR to “Conduct a focused financial analysis to assess the feasibility of some form of utility integration using their joint bond counsel and financial advisors, Swendseid & Stern and PFM, respectively”.

Page 1 of 2
After nearly a year of extensive study and review, staff presented their conclusions to the WRWC. On August 14, 2009, the WRWC made a formal recommendation to the governing boards of TMWA and the County to proceed with the development of an interlocal agreement to implement the integration/consolidation of the functions of TMWA and DWR. The governing boards of both TMWA and the County subsequently approved the recommendation, and are proceeding accordingly.

Both TMWA and the County have incurred considerable expense, in contracted services and dedicated staff time, in the analysis, evaluation, planning, recommendations, and preliminary implementation of the requirements of Section 42(9) of the Act.

The WRWC has realized considerable cost savings by utilizing the expertise available from the respective staff of TMWA and the County, as opposed to contracting with additional outside consultants for the required services.

Both TMWA and the County have requested the WRWC to partially reimburse them for consulting services and staff time and services that have been required and paid for, and that will be required, on an ongoing basis, in the consolidation process, in a collective amount not to exceed $300,000 for the 2009/2010 fiscal year, and a collective amount not to exceed $250,000 for the 2010/2011 fiscal year.

Section 30(2) of the Act specifically authorizes the WRWC to enter into agreements with the County and TMWA to accomplish the purposes of the Act.

**PREVIOUS ACTION**  
None.

**FISCAL IMPACT**  
The fiscal impact to the Regional Water Management Fund will not exceed the collective amount of $300,000 for the current fiscal year, nor the collective amount of $250,000 for the upcoming fiscal year. FY 2009-2010 budget authority for $300,000 is located in Fund Group 766, Fund 7066, Account Number 710100, Professional Services, and Cost Object WP310600.4. FY 2010-2011 budget authority for $250,000 is located in Fund Group 766, Fund 7066, Account Number 710100, and Cost Object WP310000.4.

**RECOMMENDATION**  
Staff recommends that the WRWC approve the proposed Interlocal Agreement among the WRWC, TMWA and the County for the purposes stated above.

**POSSIBLE MOTION**  
Should the WRWC agree with the staff recommendation, a possible motion is: “Move to approve the Interlocal Agreement among the WRWC, TMWA, and Washoe County for reimbursement of certain expenses incurred in evaluating and implementing the recommendations regarding integration/consolidation of TMWA and DWR, and authorize the Chairman to execute the Agreement.”

Attachment: Interlocal Agreement
INTERLOCAL AGREEMENT

1) PARTIES

This Interlocal Agreement (“Agreement”) is entered into among the Western Regional Water Commission (the “Commission”), a Joint Powers Authority and political subdivision of the State of Nevada created pursuant Chapter 531, Statutes of Nevada 2007, the Western Regional Water Commission Act (the “Act”) and cooperative agreement under Chapter 277, Nevada Revised Statutes (“NRS”), the Truckee Meadows Water Authority (“TMWA”), a Joint Powers Authority created under Chapter 277, Nevada Revised Statutes, and Washoe County (“the County”), a political subdivision of the State of Nevada, on behalf of its Department of Water Resources (“DWR”), collectively the “Parties”, or, as context requires, “Party”. 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 Section 30(2) of the Act specifically authorizes the Commission to enter into agreements with the County and TMWA to accomplish the purposes of the Act.

2.4 Section 42(9) of the Act requires the Comprehensive Regional Water Management Plan to include: “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 such impediments.”

2.5 In furtherance of the requirements of Section 42(9) of the Act, the Commission, at its September 12, 2008 meeting, requested staff from TMWA and DWR to “Conduct a focused financial analysis to assess the feasibility of some form of utility integration using their joint bond counsel and financial advisors, Swendseid & Stern and PFM, respectively”.

2.6 After nearly a year of extensive study and review, staff presented their conclusions to the Commission. On August 14, 2009, the WRWC made a formal recommendation to the governing boards of TMWA and the County to proceed with the development of an interlocal agreement to implement the integration/consolidation of the functions of TMWA and DWR. The governing boards of both TMWA and the County subsequently approved the recommendation, and are proceeding accordingly.

2.7 Both TMWA and the County have incurred, and will continue to incur significant expense, for consulting services, and staff time and services, in the analysis, evaluation, planning, recommendations, and preliminary implementation of the requirements of Section 42(9) of the Act (the “Consolidation Process”).

2.8 The Commission has realized significant cost savings by utilizing the expertise available from the respective staff of TMWA and the County, as opposed to contracting with additional outside consultants for the required services.

2.9 Both TMWA and the County have requested the Commission to reimburse them for certain respective expenses for consulting services, and staff time and services, including the cost of benefits, that have been required and paid for, and that will be required, on an ongoing basis, directly related to the Consolidation Process (“Reimbursable Expenses”), in a collective amount not to exceed $300,000 for the 2009/2010 fiscal year, and a collective amount not to exceed $250,000 for the 2010/2011
fiscal year. The Commission has agreed to do so, upon the following terms and conditions.

3) **RIGHTS & DUTIES**

3.1 TMWA and the County

3.1.1 TMWA and the County shall, within forty-five (45) days of the end of the 2009/2010 fiscal year, jointly submit an itemized invoice, with detailed supporting documentation, to the Commission’s contract administrator, for their respective requested Reimbursable Expenses for the 2009/2010 fiscal year. The jointly submitted itemized invoice shall be agreed upon between and signed by TMWA’s General Manager and the County’s Director of DWR.

3.1.2 During the 2010/2011 fiscal year, prior to either Party’s entering into any contract in excess of $25,000 for which either Party intends to claim Reimbursable Expenses and prior to either Party’s making any payment on any existing contract which would exceed a cumulative amount in excess of $25,000 for which either Party intends to claim Reimbursable Expenses, TMWA and the County shall jointly seek and obtain prior approval and authorization from the Commission. If prior approval and authorization is not practicable due to scheduling constraints, any such contract shall be presented to the Commission as soon as possible for ratification, and confirmation of contract payments as eligible Reimbursable Expenses.

3.1.3 During the 2010/2011 fiscal year, TMWA and the County shall, within thirty (30) days of the end of each quarter, jointly submit an itemized invoice, with detailed supporting documentation, to the Commission’s contract administrator, for their respective requested Reimbursable Expenses for the preceding quarter. The jointly submitted itemized invoice shall be agreed upon between and signed by TMWA’s General Manager and the County’s Director of DWR.
3.1.4 TMWA and the County shall, through their respective designated representatives or contract administrators, provide to the Commission any information requested by the Commission’s contract administrator, relating to any invoice submitted for payment. TMWA’s and the County’s respective designated representatives or contract administrators shall keep the Commission’s contract administrator reasonably advised as to the status of the Consolidation Process at all times.

3.1.5 To the extent authorized by Nevada law, TMWA and the County shall save, hold harmless, defend, and indemnify the Commission from and against any and all claims and liability arising out of the activities for which expenses are reimbursed.

3.2 The Commission

3.2.1 The Commission’s Water Resources Program Manager is hereby designated as the Commission’s contract administrator.

3.2.2 Upon the submission of an invoice for payment, pursuant to Section 3.1 above, the Commission’s contract administrator will 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 total amount of invoices paid from the Regional Water Management Fund pursuant to the terms of this Agreement shall not exceed the sum of $300,000 for the 2009/2010 fiscal year, and $250,000 for the 2010/2011 fiscal year.

3.3 Joint Rights and Responsibilities

3.3.1 Any Party may terminate this Agreement with thirty (30) days advance written notice to the other Parties.

3.3.2 The Parties agree to coordinate and use their best efforts to complete the Consolidation Process and to collaborate in a timely manner in order to maximize the efficient use of funding and other resources.
4) **MISCELLANEOUS PROVISIONS**

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

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

4.3 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.

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

4.5 In the event the Commission fails to appropriate or budget funds for the purposes as specified in this Agreement, TMWA and the County hereby consent to the termination of this Agreement. In such event, the Commission shall notify TMWA and the County in writing and the Agreement shall 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.

4.6 In the event any 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 prevailing Party or Parties in such action or proceeding shall be entitled to recover all reasonable costs of litigation, including reasonable attorneys' fees.

4.7 No delay or omission by either Party in exercising any right or power hereunder 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 by any Party 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.

4.8 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 (by personal delivery to an officer or authorized representative of 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 as follows:

To Commission: Jim Smitherman, Water Resources Program Manager
Western Regional Water Commission
4930 Energy Way
Reno, NV 89502

To TMWA: Mark Foree, General Manager
1355 Capital Blvd.
Reno, NV 89502

To County: Rosemary Menard, Director
Department of Water Resources
4930 Energy Way
Reno, NV 89502

4.9 This Agreement shall be effective May 20, 2010 ("Effective Date"), regardless of the date each Party signs it.
IN WITNESS WHEREOF, the Parties have executed this Agreement.

**Western Regional Water Commission**

Dated this ___ day of May 2010

By _________________________________

Mike Carrigan, Chairman
Board of Trustees

APPROVED AS TO FORM:
Rhodes Law Offices, Ltd.

By ________________________________

John B. Rhodes, Legal Counsel

**Truckee Meadows Water Authority**

Dated this ___ day of __________ 2010

By ________________________________

Mike Carrigan, Chairman
Board of Trustees

APPROVED AS TO FORM:

**Washoe County**

Dated this ___ day of __________ 2010

By ________________________________

David Humke, Chair
Board of Commissioners

APPROVED AS TO FORM:

___________________________________

Peter C. Simeoni, Deputy District Attorney
Western Regional Water Commission

STAFF REPORT

DATE: May 10, 2010
TO: Chairman and Members, Western Regional Water Commission
FROM: Jim Smitherman, Water Resources Program Manager

SUBJECT: Reappointment of Northern Nevada Water Planning Commissioners, Mickey Hazelwood, public at large member to represent environmental, biological, conservation or public concerns and Michael DeMartini, member to represent owners of domestic wells

SUMMARY
The Western Regional Water Commission (“WRWC”) Act (the “Act”), Section 36, requires the WRWC to appoint two members to the Northern Nevada Water Planning Commission (“NNWPC”): one member to represent domestic well owners, and one public at large member to represent environmental, biological, conservation or public concerns. The positions have initial terms of two years and subsequent terms of three years. Both terms expired in April 2010.

On April 11, 2008, the WRWC appointed Michael DeMartini as the member to represent domestic well owners. In addition, on October 9, 2009 the WRWC appointed Mickey Hazelwood as the public at large member to represent environmental, biological, conservation or public concerns to fill a vacancy for the remainder of the unexpired term.

Both Mr. DeMartini and Mr. Hazelwood have indicated to staff that they are willing and able to serve another term. Section 36(2) of the Act states that a member may be reappointed.

PREVIOUS ACTION
On April 11, 2008, the WRWC appointed Michael DeMartini as the member to represent domestic well owners and on October 9, 2009 the WRWC appointed Mickey Hazelwood as the public at large member to represent environmental, biological, conservation or public concerns.

FISCAL IMPACT
No fiscal impact.

RECOMMENDATION
Staff recommends that the WRWC reappoint Michael DeMartini as the member to represent domestic well owners, and reappoint Mickey Hazelwood as the public at large member to represent environmental, biological, conservation or public concerns.

POSSIBLE MOTION
Move to approve the staff recommendation to reappoint Michael DeMartini to the NNWPC as the member to represent domestic well owners, and reappoint Mickey Hazelwood to the NNWPC as the public at large member to represent environmental, biological, conservation or public concerns.

JS:jd