



WASHOE COUNTY

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Clerk	<u>CS</u>
Comptroller	<u>MS</u>

STAFF REPORT

BOARD MEETING DATE: December 8, 2015

DATE: November 12, 2015

TO: Board of County Commissioners

FROM: Dwayne Smith, P.E., Division Director, Engineering and Capital Projects, Community Services Department, 328-2043, desmith@washoecounty.us

THROUGH: Dave Solaro, Arch., P.E., Director
Community Services Department, 328-3600, dsolaro@washoecounty.us

SUBJECT: Approve an Agreement to Provide Water Service under the Firm Standby Partial Requirements Rate Schedule for the Golden Valley Artificial Recharge Program between Washoe County and the Truckee Meadows Water Authority (TMWA); and if approved, 1) Authorize the purchase of 21.03 acre feet of water resources from the TMWA Rule 7 water resource inventory [\$158,145.60]; and, 2) Adopt a Resolution to augment the budget of the Golden Valley Artificial Recharge Program within the Washoe County Utilities Enterprise Fund 566 [\$85,000]; and direct the Comptroller's Office to make the appropriate adjustments. (All Commission Districts.)

SUMMARY

This item is seeking approval of an agreement between Washoe County and the Truckee Meadows Water Authority (TMWA) and augmentation of the FY16 budget of the Golden Valley Artificial Recharge Program (Recharge Program) within the Washoe County Water Enterprise Fund 566, in support of Washoe County's continued management and operation of the Recharge Program. Under the terms of the "Agreement to Provide Water Service under the Firm Standby Partial Requirements Rate Schedule for the Golden Valley Artificial Recharge Program" (Agreement – see Attachment A), Washoe County will modify its existing potable water service, transfer certain Washoe County owned water resources to TMWA, and purchase TMWA Rule 7 water resources.

Specifically, the Agreement provides for the following:

- Conversion of an interruptible potable water service to a non-interruptible potable water service. Washoe County currently receives potable water from TMWA under an interruptible water service. Conversion to a non-interruptible service allows for continuous recharge of the aquifer regardless of environmental or other conditions. The additional annual cost of service will be approximately \$13,300 for the delivery of approximately 80 ac-ft of water per year.
- Washoe County will transfer 43.97 ac-ft of certain surface water resources (Truckee River) previously purchased for the Recharge Program to TMWA which

will be exchanged for suitable groundwater resource credits available from TMWA's Rule 7 water inventory which will subsequently be included in a will serve commitment letter for the Program.

- Washoe County will immediately purchase 21.03 ac-ft of groundwater from TMWA's Rule 7 water inventory at the current cost of \$158,145.60 or \$7,520.00 per ac-ft, also to be included in a will serve commitment letter.
- Washoe County will purchase an additional 5 ac-ft of TMWA Rule 7 groundwater each year over the next three years. The purchase cost will be that which is in effect at the time. This cost will be approximately \$38,000 per year, estimated using 2015 rates. These water resources will be incrementally added to the will serve commitment letter.

Staff recommends the approval of the Agreement and requests authorization to augment the FY16 Recharge Program budget to purchase the additional water resources from TMWA's Rule 7 water inventory. Pursuant to NRS 354.598005, if anticipated resources actually available during a budget period exceed those estimates, a local government may augment a budget of an enterprise or internal service fund. The governing body shall adopt, by majority vote of all members of the governing body, a resolution (see Attachment B) providing therefor at regular meeting of the body. Staff will budget for the purchase of the remaining balance of required water resources over the next three fiscal years and will continue to lease the difference until all water resources have been acquired for the continued support of the Recharge Program.

If at some point in the future the Recharge Program is terminated and possibly the domestic well owners convert to municipal water service, staff recommends the Commission recognize that Recharge Program funds were used for the purchase of the necessary Rule 7 water resources used for the Recharge Program and direct that any benefit from those resources be transferred to the program participants in a manner as determined at that time and in accordance with Washoe County rules and policies.

Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

On June 25, 2002, the Board adopted Ordinance 1166, adopting a scheduling of rates and charges for provision of artificial recharge water service by Washoe County within certain areas of the unincorporated Washoe County and other matters properly related thereto.

On August 23, 2011, the Board approved Ordinance 1470 establishing the current Golden Valley Artificial Recharge Program rates.

On October 28, 2014, the Board held an introduction and first reading of an ordinance adopting the Washoe County Requirements and Schedule of Rates, Tolls, and Charges for the Golden Valley Artificial Recharge Program; providing for Rates, Payments, Procedures and their Enforcement relating to conditions of service; exemptions; appeal procedures; and other matters properly related thereto; and, set the public hearing for second reading and possible adoption for November 12, 2014, with the ordinance to become effective concurrent with the effective date of the Washoe County Water Utility and Truckee Meadows Water Authority merger.

On November 12, 2014, the Board held the second reading and adopted Ordinance 1548, Washoe County Requirements and Schedule of Rates, Tolls, and Charges for the Golden Valley Artificial Recharge Program; providing for Rates, Payments, Procedures and their Enforcement relating to conditions of service; exemptions; appeal procedures.

On May 18, 2015, the Board approved the FY16 budget of the Golden Valley Artificial Recharge Program within the Washoe County Water Enterprise Fund 566, which included the standing annual budget item of \$75,000 for water resource purchases.

BACKGROUND

The Golden Valley Artificial Recharge Program was first initiated as a test program in the mid-1990s and subsequently developed into a continuously operated artificial groundwater recharge program in 2002 when Washoe County adopted Ordinance 1166. Under the terms of the ordinance (currently Ordinance 1548), approximately 613 Golden Valley property owners who rely on domestic water wells pay \$22.66 per month in support of the Recharge Program.

The delivery of potable water used for recharge of the aquifer has been from TMWA, and the water resources required for the Recharge Program have historically been leased from various sources. Since 2003, approximately 70 to 80 ac-ft of potable water is injected into the underlying aquifer at four well sites each year.

Beginning in 2011, at the request of residents who participate in the Recharge Program, Washoe County began the purchase of suitable water resources with the plan to purchase the required water resources and cease leasing water resources from others. To date, 43.97 ac-ft of Truckee River water resources have been purchased using Recharge Program funds.

With the recent regional drought conditions and subsequent examination of existing water services, it was discovered that the current water service is an interruptible service and therefore can be turned off by TMWA under certain conditions, such as low water flows in the Truckee River.

With this understanding Washoe County and TMWA staff began working on a solution which resulted in the recommended Agreement. It was determined that 80 ac-ft of water represents the upper limit of water volume that can be successfully injected into the aquifer and maintain a reasonable groundwater surface elevation for the benefit of the majority of the Recharge Program users.

The County remains solely responsible for operating and administering the Golden Valley Artificial Recharge Program, including computation and preparation of user charges, responding to homeowner and/or media inquiries and issues, billing and collection of accounts from Golden Valley residents, maintaining books and records, and other costs and liabilities associated with the program, including utility costs, water supply, etc.

FISCAL IMPACT

Sufficient funds and budget authority for the conversion of an interruptible potable water service to a non-interruptible potable water service for the Recharge Program – totaling

approximately \$13,300 per year – exist in Fund 566, cost center 664300, account 711020. Revenues in support of the change in service are provided from monthly rate charges.

The purchase of water resources in support of the Recharge Program was anticipated and budgeted in the County’s five-year Capital Improvements Program (CIP) which was approved by the Board during the FY16 budget process. Total budget approved in the FY16 CIP is \$75,000; however, the necessary purchase price of the water resources in the amount of \$158,145.60 exceeds the budget appropriation.

The Recharge Program has the cash to pay for the cost of the water resource purchase, but does not have the full budget authority. Accordingly, the Recharge Program’s budget within the Utilities Enterprise Fund 566 needs to be augmented as follows:

Utilities Enterprise Fund 566

Source of Funds

Net Assets	Un-appropriated Net Assets	\$85,000
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Increase in User Rate Funded Capital Budget

664300-781005	Intangibles Capital	\$85,000
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Remaining rate revenue cash for the Recharge Program subsequent to completing this Agreement will be sufficient for future operating and maintenance needs.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve an Agreement to Provide Water Service Under the Firm Standby Partial Requirements Rate Schedule for the Golden Valley Artificial Recharge Program between Washoe County and the Truckee Meadows Water Authority (TMWA); and if approved, 1) Authorize the purchase of 21.03 acre feet of water resources from the TMWA Rule 7 water resource inventory [\$158,145.60]; and, 2) Adopt a Resolution to augment the budget of the Golden Valley Artificial Recharge Program within the Washoe County Utilities Enterprise Fund 566 [\$85,000]; and direct the Comptroller’s Office to make the appropriate adjustments.

POSSIBLE MOTION

Should the Board agree with staff’s recommendation, a possible motion would be “Move to approve an Agreement to Provide Water Service Under the Firm Standby Partial Requirements Rate Schedule for the Golden Valley Artificial Recharge Program between Washoe County and the Truckee Meadows Water Authority (TMWA); and if approved, 1) Authorize the purchase of 21.03 acre feet of water resources from the TMWA Rule 7 water resource inventory [\$158,145.60]; and, 2) Adopt a Resolution to augment the budget of the Golden Valley Artificial Recharge Program within the Washoe County Utilities Enterprise Fund 566 [\$85,000]; and direct the Comptroller’s Office to make the appropriate adjustments. ”

Exhibit A

**AGREEMENT TO PROVIDE WATER SERVICE
UNDER THE FIRM STANDBY PARTIAL REQUIREMENTS RATE SCHEDULE FOR THE
GOLDEN VALLEY ARTIFICIAL RECHARGE PROGRAM**

This Agreement To Provide Water Service Under The Firm Standby Partial Requirements Rate Schedule For The Golden Valley Artificial Recharge Program (“Agreement”) is made by and between the Truckee Meadows Water Authority, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada and Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 (“TMWA”) and Washoe County (“County”), a political subdivision of the State of Nevada, and is dated for identification purposes as of _____, 2015.

WITNESSETH:

WHEREAS, County and TMWA are public agencies authorized by chapter 277 of the Nevada Revised Statutes to enter into cooperative agreements with each other for the performance of governmental functions.

WHEREAS, in response to declining water levels in Golden Valley, a sub-basin to the East Lemmon Valley hydrographic basin, residents in Golden Valley requested that the County implement a groundwater injection program to stabilize the declining groundwater levels by injecting Truckee River treated surface water into the Golden Valley aquifer. The aquifer is relied upon by local residents as their primary source of water for domestic wells.

WHEREAS, in 2002 the County adopted by ordinance the Golden Valley Recharge Program (“Golden Valley Recharge Program”), which program is funded through collections from parcels in the program area under Washoe County Ordinance 1548. The County owns and operates four injection wells, monitoring wells, valves, mains and related facilities which the County operates in conjunction with the Golden Valley Recharge Program and which are more particularly depicted in Exhibit “A” attached hereto (“GV Facilities”).

WHEREAS, on or about January 29, 2010, the County and TMWA entered into that certain Interlocal Agreement Governing the Merger of the Washoe County Department of Water Resources Water Utility Into the Truckee Meadows Water TMWA (“Merger Agreement”) pursuant to which the parties agreed to merge the Washoe County water utility into TMWA. On December 31, 2014, TMWA acquired the water distribution systems of the County in connection with the Merger Agreement.

WHEREAS, the GV Facilities were not included as part of the Merger Agreement transaction and the County continues to administer the Golden Valley Recharge Program.

WHEREAS, the County desires TMWA to provide treated water resources to the County for use in the Golden Valley Recharge Program under TMWA's the Firm Standby Partial Requirements Rate Schedule ("FSPR"), subject to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, TMWA and County agree as follows:

ARTICLE I

AGREEMENT TO SUPPLY WATER

TMWA shall sell and deliver to County and the County shall purchase and receive from TMWA at a point of connection between TMWA's distribution facilities in Golden Valley and the GV Facilities, water under TWMA's FSPR up to, but not to exceed, the Contract Demand to be used by the County to recharge groundwater supplies within Golden Valley in furtherance of the Golden Valley Recharge Program. TMWA shall be obligated to deliver water to County hereunder only in accordance with the provisions of this Agreement. Pursuant to TMWA's Construction Standards, County shall, at its sole expense, construct and install backflow prevention facilities at the point of connection between the Parties' water systems, if required. It is understood and agreed by the Parties that TMWA reserves the right to impose flow control measures at the point of connection to the GV Facilities at any time in order to protect the integrity of TMWA's system. TMWA may establish equipment control facilities to regulate or limit flows into the Golden Valley system as required. The cost of such equipment control facilities shall be paid by County.

ARTICLE II

TERM

This Agreement will become effective when all parties have signed it. The date of this agreement will be the date this Agreement is signed by the last party to sign it, as indicated by the date associated with the party's signature (Effective Date"). This Agreement shall remain in effect for a period of ten (10) years, commencing on the Effective Date and terminating on the date which is ten (10) years thereafter. The term shall automatically extend for successive five-year periods, subject to the rates, rules and regulations of TMWA, and any modification by the Parties. Prior to the end of the then applicable term, either Party may terminate the Agreement

by giving the other Party at least six months' notice, in writing, and delivered certified mail. Notice of the termination of this Agreement shall be deemed effective from the date such notice is delivered.

ARTICLE III

POINT OF CONNECTION

The County and TMWA agree that the point of connection between TMWA's distribution facilities in Golden Valley and the GV Facilities ("Point of Connection") shall be at approximately the intersection of East Golden Valley Road and Beckwourth Drive in Reno, Nevada as shown in Exhibit A.

ARTICLE IV

CONTRACT DEMAND

TMWA agrees to deliver and sell to County the quantities of treated water at rates not to exceed 50 gallons per minute maximum day demand, or 71.414 thousand gallons per day ("Contract Demand") but not to exceed a total of 80 acre feet of water per year ("Total Annual Volume"). County represents that the Total Annual Volume is sufficient to meet the demands required to administer the Golden Valley Recharge Program as of the Effective Date. If County desires to increase the rate of flow of its Contract Demand, such increase shall be deemed a Modified Service under TMWA's Rules and Regulations and shall be subject to the provisions of TMWA's Rules and Rates applicable to Modified Service, including water resource dedication requirements and other applicable rules regarding charges or allocation of charges for any additional facilities necessary to serve additional daily capacity.

ARTICLE V

WATER RESOURCES

County shall provide to TMWA or purchase from TMWA sufficient water rights to meet the Total Annual Volume. TMWA will issue the County a will serve commitment equal to the amount of water rights dedicated for the Golden Valley Recharge Program. TMWA shall have no obligation to deliver more water than the will-serve commitment. Upon termination of the Golden Valley Recharge Program or termination of this Agreement pursuant to Article II, TMWA will (i) convey to County any water rights previously dedicated by County to TMWA and (ii) pursuant to TMWA Rule 7, issue a resource credit to County for the amount of water resources the County may have purchased from TMWA. The resource credit will be held by

TMWA for the benefit of the County and shall be assignable by the County in accordance with TMWA Rules.

ARTICLE VI

DELIVERY AND QUALITY OF WATER

TMWA agrees to deliver and sell, and County agrees to purchase, up to the Contract Demand but not to exceed the Total Annual Volume. The quality of water supplied by TMWA shall meet all applicable County, State and Federal laws and regulations.

ARTICLE VII

RATES

TMWA agrees to sell and County agrees to purchase water service at the price contained in TMWA's Firm Standby & Partial Requirements rate schedule (Rate Schedule FSPR) as said rate may be amended and adopted by the TMWA Board from time to time.

ARTICLE VIII

FACILITIES

8.1 Facilities For Delivery of Water Service. The Parties agree that the service of the Contract Demand provided under this Agreement shall not require TMWA to expand system capacity. TMWA shall own and be responsible for the operation and maintenance of TMWA facilities up to the discharge side of the Point of Connection meter, including the vault.

8.2 Recharge Distribution System. County shall at all times be solely responsible for maintenance, repair and operation of its GV Facilities downstream of the Point of Connection, including, but not limited to, storage, treatment, well upgrades or rehabilitation, minimum pressure requirements, leak repairs, and protection of water quality. Each Party shall exercise reasonable care and diligence to protect the integrity of its water system and neither Party shall commit any act that jeopardizes water service.

ARTICLE IX

CURTAILMENT, INTERRUPTION AND EMERGENCIES

This Agreement does not obligate TMWA to provide water service to County in excess of the quantities and rates of delivery stated above. TMWA reserves the right to reduce, curtail or suspend deliveries under the terms of this Agreement if an emergency arises on TMWA's treatment and delivery system that impedes or prevents TMWA from providing service to County or to otherwise reduce, curtail or suspend delivery of water under this Agreement in

accordance with TMWA Rules and the FSPR rate tariff. TMWA shall not be liable in damages to County or any third parties caused by any curtailment or interruptions of delivery. Whenever curtailment or interruption of water delivered is required TMWA shall issue a curtailment notice to County as soon as practicable. Such notification by TMWA shall specify the nature of the emergency, when it began, the anticipated impact on water deliveries to County, and an estimate of the duration of the emergency. TMWA shall resume full deliveries of water under the terms of this Agreement as quickly as possible after the emergency has been resolved. TMWA shall notify County at the time in which restoration of service is made. TMWA intends that service to County shall not be reduced to any greater or lesser extent than service to other customers of TMWA.

ARTICLE X
INDEMNITY

County and TMWA shall mutually indemnify, hold harmless and defend each other from and against any and all claims or liability for loss or damage to any persons or property which arise from the negligence or willful misconduct of either party or their respective officers, agents and employees in the performance of this Agreement. County shall not assert any claim against TMWA for loss or damage, which may result from the inadequacy of non-availability of water as to pressure, quantity, and quality or from leaks or other defects in TMWA's system unless such leaks or defects are a result of the acts or omissions of TMWA or its officers or employees.

ARTICLE XI
FORCE MAJEURE

In the event that either Party hereto shall be rendered unable, wholly, or in part, by force majeure to carry out its obligations under this Agreement it is agreed that on such Party's giving notice and full particulars of such force majeure in writing or by facsimile to the other Party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice so far as they are affected by such force majeure, other than to make payments due hereunder, shall be suspended during the continuance of any inability so caused. Such cause shall as far as possible be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes or other industrial disturbances, acts of terrorism or the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government and peoples,

court orders, civil disturbances, explosions, breakdown of machinery or equipment and any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the Party claiming suspension and which by the exercises of due diligence such Party is unable to prevent or overcome, including any limitations or prohibitions on water supply resulting from environmental control laws or other laws or governmental regulations; such terms likewise includes: (a) in those instances where either Party herein is required to obtain servitude, rights-of-way grants, permits or licenses, and (b) in those instances where either Party hereto is required to furnish materials and supplies for the purpose of construction or maintaining facilities or is required to secure permits or permission from any governmental agency to enable such Party to fulfill its obligations hereunder, the inability of such Party in acquiring, and after the exercise of reasonable diligence, such materials and supplies, permits and permissions.

It is understood and agreed that the settlement of strikes shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch, shall not require the settlement of strikes by acceding to the demands of the opposing Party or Parties when such course is inadvisable in the discretion of the Party having the difficulty.

ARTICLE XII

NOTICES

All notices and communications, except those specified in the paragraph below, shall be in writing and sent prepaid mail to the address stated below, at such other addresses as may hereafter be designated in writing:

TMWA: General Manager, Truckee Meadows Water Authority
 P.O. Box 30013
 Reno, Nevada 89520
 FAX (775) 834-8150

County: Director, Washoe County Community Services Dept.
 1001 E. 9th St.
 Reno, Nevada 89512
 FAX (775) 328-3699

Notices with respect to curtailment or restoration of water service, or with respect to force majeure, shall be sufficient if given in writing, or by facsimile or orally in person or by telephone to the person or persons designated from time to time as authorized to receive such notice. Notices given orally shall be followed up in writing within five (5) days.

ARTICLE XIII
MISCELLANEOUS

13.1 Governing Law, Venue. This Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Agreement. This Agreement is subject to all applicable laws and authorities, including the following: TMWA's Construction Standards, the Firm Standby Partial Requirements Rate Schedule, TMWA Rule 7, Artificial Recharge permit No. r-009, and Washoe County Ordinance No. 1548. Venue for any legal action arising out of this Agreement shall be in Washoe County, Nevada.

13.2 Entirety and Amendments. This Agreement embodies the entire Agreement between the Parties and supersedes all prior Agreements and understandings, if any, relating to the subject of this Agreement, and may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought. No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a Party, nor may any such oral statements or representations be relied on by a Party.

13.3 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

13.4 Parties Bound and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective heirs, personal representatives, successors and assigns.

13.5 Further Acts. In addition to the acts recited in this Agreement to be performed, the Parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.

13.6 Headings. Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

13.7 Attorney's Fees. In the event that any action is necessary to enforce the rights of any Party hereto, the prevailing Party in any such action shall be entitled to reasonable costs and attorney's fees.

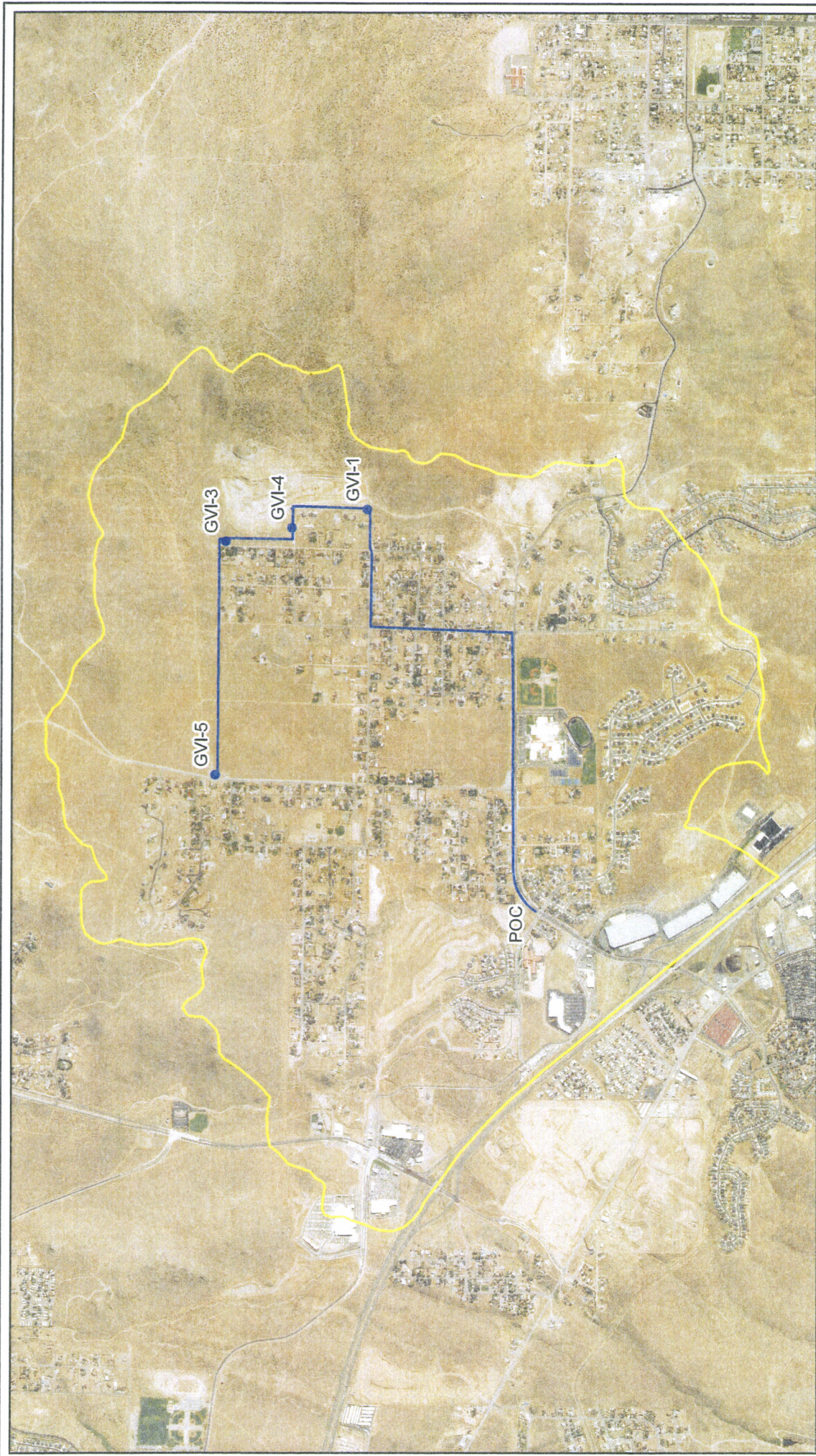
13.8 Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

13.9 Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated stated directly underneath that party's signature.

<p>"County"</p> <p>WASHOE COUNTY</p> <p>By: _____ Marsha Berkgigler, Chair Washoe County Commission</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____ Nancy Parent, Washoe County Clerk</p> <p>Date: _____</p>	<p>"TMWA"</p> <p>TRUCKEE MEADOWS WATER TMWA, a Joint Powers TMWA</p> <p>By: _____ Mark Foree, General Manager</p> <p>Date: _____</p>
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Exhibit "A"
GV Facilities and Point of Connection



- Recharge Well
- Recharge Water Line
- Hydrobasin Boundary



GOLDEN VALLEY RECHARGE PROJECT

EXHIBIT A: INJECTION SYSTEM

Note: This map is for informational purposes only and does not constitute a contract. It is subject to change without notice. It is provided as a guide for reference only. It is not intended to be used for legal or engineering purposes.

Washoe County Community Services Department
 Capital Projects Division
 Utility Division

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Attachment B

RESOLUTION

TO AUGMENT THE BUDGET OF THE WASHOE COUNTY UTILITIES ENTERPRISE
FUND 566

WHEREAS, Washoe County owns and operates the Golden Valley Artificial Recharge Program, which injects potable water resources into the local groundwater aquifer making this water available to approximately 620 domestic well owners within the Golden Valley basin of unincorporated Washoe County; and

WHEREAS, the Golden Valley Artificial Recharge Program was developed by and has been continuously operated by Washoe County under County Ordinance since 2002; and

WHEREAS, the Utilities Enterprise Fund's five-year Capital Improvement Program (CIP) approved by the Board of County Commissioners includes \$75,000 per year for the purchase of water resources necessary for the continued support of the Golden Valley Artificial Recharge Program; and

WHEREAS, the County's fiscal year 2016 budget agrees with the approved CIP, but only reflects the expected financial outlay for water resource purchases of \$75,000; and

WHEREAS, NRS 354.626 requires budget appropriations to be available for total project costs; and

WHEREAS, the necessary purchase amount of \$158,145.60 exceeds CIP estimates and budget appropriations in fiscal year 2016; and

WHEREAS, rate revenue cash currently exists and has been reserved for the purpose of funding the continued water resources purchases; and

WHEREAS, remaining rate revenue cash balances subsequent to completing the water resource purchases will be sufficient for future operating and maintenance needs; and

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the County of Washoe, State of Nevada:

Section 1. That the budget of the Washoe County Utilities Enterprise Fund 566 be augmented as follows:

Utilities Enterprise Fund 566

Source of Funds

Net Assets	Un-appropriated Net Assets	\$85,000
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Increase in User Rate Funded Capital Budget

664300-781005	Intangibles Capital	\$85,000
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Section 2. This Resolution shall be effective on passage and approval.

Section 3. The County Clerk is hereby directed to distribute copies of the Resolution to the Comptroller's Office.

Adopted this _____ day of _____, 2015.

Marsha Berkgigler, Chair
Washoe County Commission

ATTEST:

Nancy Parent, Washoe County Clerk