

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is hereby entered into between the City of Reno (“Reno”) and Washoe County (“Washoe”), collectively referred to herein as the “Parties.” This MOU shall be effective as of December 12, 2018.

### **RECITALS**

WHEREAS, Master Developer has received approval from the Reno City Council to proceed with a real estate development subdivision and project known as StoneGate Master Planned Community (“StoneGate”) and located just east of the Nevada-California border along US Highway 395.

WHEREAS, as a condition of approval, StoneGate must utilize municipal waste water services for the treatment and effluent management of all waste waters generated from the development.

WHEREAS, Washoe County presently owns and operates the only municipal waste water reclamation facility located within the Cold Springs basin and has anticipated and planned for the treatment of all area waste water resulting from new development, including StoneGate as identified in Washoe County’s planning document titled, “2017 Colds Springs Wastewater System Facility Plan”.

WHEREAS, Reno annexed the StoneGate property in 2005 and through the approval process anticipated waste water treatment would be provided by Washoe County.

WHEREAS, the objective of this MOU is to provide a general outline of the understanding of the Parties hereto regarding the responsibility for the review and conditioning of sanitary sewer infrastructure, assessment and collection of sanitary sewer development and user fees and confirmation for Washoe County to obtain the required permits for work associated with maintenance, repair, and replacement of Washoe County sanitary sewer infrastructure located within City of Reno right-of-way. This MOU precedes an interlocal agreement between Washoe County and the City of Reno.

**NOW, THEREFORE**, the Parties hereby set forth in summary terms their mutual understanding as follows:

1. The above-stated Recitals are incorporated herein and made a part of the understanding among the Parties with regard to the StoneGate development and the conveyance, treatment and effluent management of waste water generated from the project.

2. Development plan review for all onsite sanitary sewer collection system components will meet the City of Reno development and design standards and will be reviewed and conditioned by the Parties with the final approval provided by the City of Reno only after concurrence by Washoe County.

3. Development plan review for all offsite sanitary sewer collection system components will meet Washoe County development and design standards and will be reviewed

and conditioned by the Parties with the final approval provided by Washoe County only after concurrence by the City of Reno.

4. Washoe County to be the sole party responsible to assess StoneGate for sanitary sewer connection and other development fees as well as all service fees associated with the conveyance, treatment, and effluent management of waste water from StoneGate project.

5. Only after construction is fully complete and final inspection is performed to verify the work meets the project requirements can the sanitary sewer infrastructure be offered for dedication to Washoe County. Upon acceptance, Washoe County will be responsible for all operation, maintenance, repair and replacement of the on-site sanitary sewer conveyance infrastructure located within the City of Reno right-of-way and for the offsite sanitary sewer infrastructure located within unincorporated Washoe County.

6. Onsite sanitary sewer infrastructure does not include the lateral and clean-out located within the right-of-way which is owned and the responsibility of the party which benefits from the use of the lateral and cleanout.

7. For sanitary sewer infrastructure located within City of Reno rights-of-way which requires planned repair, maintenance or replacement activities, Washoe County will be responsible to obtain an encroachment and excavation permit from the City of Reno and pay the current fee for such activity.

8. For unplanned emergency repair work, Washoe County will immediately notify the City of Reno and make immediate repairs as necessary to the sanitary sewer collection system and shall follow-up with the submittal of an encroachment and excavation permit to the City of Reno within 48 hours of the repair.

9. This MOU may be amended by written agreement of the Parties. If any provision of this MOU becomes invalid or unenforceable, the validity of other provisions shall not be affected.

10. This MOU shall be governed by the laws of the State of Nevada.

11. This MOU may be executed in counterparts and delivered by electronic transmission.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed on the dates set forth below their respective signatures, to be effective as of the day and year first-above written.

CITY OF RENO

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

By \_\_\_\_\_  
Hillary L. Schieve, Mayor

ATTEST:

\_\_\_\_\_  
Ashley D. Turney

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Ball Rothe, Deputy City Attorney

WASHOE COUNTY

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

By \_\_\_\_\_  
Marsha Berkbighler, Chair  
Washoe County Commission

ATTEST:

\_\_\_\_\_  
Washoe County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Paul Lipparelli, Chief Deputy District Attorney