

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 _____, 2021.

RECITALS

WHEREAS, Master Developer has received approval from the Reno City Council to proceed with a real estate development subdivision and project known as Daybreak Master Planned Community ("Daybreak") and located in southeast Reno north of South Meadows Parkway along Veterans Parkway.

WHEREAS, as a condition of approval, Daybreak must utilize municipal wastewater services for the treatment and effluent management of all wastewaters generated from the development.

WHEREAS, Washoe County presently owns and operates the municipal wastewater reclamation facility located within the South Truckee Meadows (STMWRF) and has anticipated and planned for the treatment of wastewater and management of effluent resulting from a portion of this new development, as identified in Washoe County's planning document titled, "2016 South Truckee Meadows Water Reclamation Facility - Facility Plan Update".

WHEREAS, the City of Reno and City of Sparks own and operate the municipal Truckee Meadows Wastewater Reclamation Facility located within the East Truckee Meadows (TMWRF) and has anticipated and planned for the treatment a portion of this new development identified within the facility's sewer shed, as identified in the Truckee Meadows Regional Planning Memo dated June 22, 2018 and titled "TMWRF – Build Out Analysis".

WHEREAS, Reno annexed the Daybreak property in 2002 and through the approval process anticipated a portion of wastewater 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 and reclaim water infrastructure, the assessment and collection of sanitary sewer development and user fees, to define the ownership of certain sanitary sewer and reclaim water infrastructure located within the Daybreak project, and confirmation for Washoe County to obtain the required permits for work associated with maintenance, repair, and replacement of Washoe County sanitary sewer and reclaim water infrastructure located within City of Reno right-of-way.

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 regarding the Daybreak development and the conveyance, treatment and effluent management of wastewater generated from the project and the subsequent delivery of reclaim water to the project.
2. Development plan review for all onsite sanitary sewer collection system components

including piping, manholes, laterals, and cleanouts will meet the current 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 written approval of Washoe County.

3. Development plan review for all offsite sanitary sewer collection system components including interceptor piping, manholes and sanitary sewer lift stations and force mains will meet current 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 written approval by the City of Reno.
4. Washoe County to be the sole party responsible to assess Daybreak for sanitary sewer and reclaimed water connection and other development fees as well as all service fees associated with reclaimed water as well as the conveyance, treatment, and effluent management of wastewater from portions of the Daybreak project that sewer to STMWRF.
5. City of Reno to be the sole party responsible to assess Daybreak for sanitary sewer connection and other development fees as well as all service fees associated with the conveyance, treatment, and effluent management of wastewater from portions of the Daybreak project that sewer to TMWRF.
6. Ownership of 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. Reclaim water infrastructure does not include any of the piping or infrastructure downstream of a reclaim water meter.
8. For sanitary sewer and reclaim water 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.
9. For unplanned emergency repair work located within City of Reno rights-of-way, Washoe County will immediately notify the City of Reno and make immediate repairs as necessary to the sanitary sewer collection or reclaim water 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.
10. 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.
11. This MOU shall be governed by the laws of the State of Nevada.
12. This MOU may be executed in counterparts and delivered by electronic transmission.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have set their hands with the intent to be bound.

CITY OF RENO

Dated _____, 2021 By: _____
Hillary L. Schieve, Mayor

ATTEST:

Ashely D. Turney, City Clerk

APPROVED AS TO FORM:

Susan Ball Rothe, Deputy City Attorney

Dated _____, 2021 **WASHOE COUNTY**
By: _____
Bob Lucey, Chair
Washoe County Commission

ATTEST:

Janis Galassini, Washoe County Clerk

APPROVED AS TO FORM:

David Watts-Vial, Chief Deputy District Attorney