

Truckee River Flood Management Authority



**Board of Directors
Meeting Agenda Book**

October 14, 2011



**Truckee River
Flood Project**

***Flood Project
Coordinating
Committee***

October 14, 2011

**Call to Order, Roll Call, and Pledge
of Allegiance**

Public Comment

Approval of Agenda

Minutes

Interviews for Executive Director

Announcements

Consent Items

Carmen Group/Lobbyist Update

**Army Corps of Engineers' Monthly
Report**

**Project Planning Issues and
Project Features**

**Organizational and Transitional
Items**

**Overflow Homeless Shelter at
Cooperative Extension**

Retreat Planning

Flood Project Monthly Reports

**Committee Member Comments,
Requests & Future Agenda Items**

TRUCKEE RIVER FLOOD PROJECT COMMONLY USED ACRONYMS

AASHTO	American Association of State Highway Officials
AF or AC-FT	Acre Feet
AFB	Alternative Formulation Briefing
AIA	American Institute of Architects
ARRA	American Recovery and Reinvestment Act of 2009
ASA	Assistant Secretary of the Army
ATR	Agency Technical Review
BCC	Board of County Commissioners
BCERE	Baseline Cost Estimate for Real Estate
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CFS	Cubic Feet Per Second
COE	Corps of Engineers
CORPS	U.S. Army Corps of Engineers
CRA	Continuing Resolution Authority
CY	Cubic Yards
EIS	Environmental Impact Statement
ERDC	Army Corps Environmental Research and Development Center
ETR	External Technical Review
FCSA	Feasibility Cost Sharing Agreement
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FPCC	Flood Project Coordinating Committee
FPTAC	Flood Project Technical Advisory Committee
FPWG	Flood Project Working Group
FRC	Feasibility Review Conference
GIS	Geographical Information System
GRR	General Reevaluation Report
IWRWC	Interim Western Regional Water Commission
HEC-RAS	Hydrologic Engineering Center - River Analysis System (the River Hydraulic Model)
HEC-1	Hydrologic Engineering Center - 1 (the Hydrologic Model)
HQUSACE	Headquarters, U.S. Army Corps of Engineers (Washington DC)
HTRW	Hazardous, Toxic, and Radioactive Wastes
ICA	Interlocal Cooperative Agreement
IDIQ	Indefinite Delivery, Indefinite Quantity
ILA	Interlocal Agreement
JPA	Joint Powers Authority
KEYWAY	A small, usually concrete wall, which extends below the foundation of a floodwall or levee into the ground to stabilize the wall/levee.
LERRD	Lands, Easements, and Rights-of-Way, Relocations and Disposal Areas
LID	Low Impact Development
LID	Local Improvement District
LPP	Locally Preferred Plan
MCACES	Micro-Computer Aided Cost Estimating System
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding

TRUCKEE RIVER FLOOD PROJECT COMMONLY USED ACRONYMS

NDEP	Nevada Division of Environmental Protection
NDOT	Nevada Department of Transportation
NED	National Economic Development Plan
NEPA	National Environmental Policy Act
NFIP	National Flood Insurance Program
NVLC	Nevada Land Conservancy
NRS	Nevada Revised Statutes
NWRA	Nevada Water Resources Association
PCA	Project Cooperating Agreement (Replaced with PPA - see below)
PDT	Project Delivery Team
PED	Planning, Engineering and Design
PMBP	Project Management Business Process
PMP	Project Management Plan
PMT	Project Management Team
PPA	Project Partnership Agreement with the U.S. Army Corps of Engineers for the financing and construction of the project. (Replaces the PCA)
R and U	Risk and Uncertainty
REDM	Real Estate Design Memorandum
REP	Real Estate Plan
RETRAC	Reno Transportation Rail Access Corridor
RFP	Request for Proposals
RFQ	Request for Qualifications
ROD	Record of Decision
RSIC	Reno Sparks Indian Colony
RTAA	Reno Tahoe Airport Authority
RTC	Regional Transportation Commission
RWPC	Regional Water Planning Commission
SHPO	State Historic Preservation Office
SNPLMA	Southern Nevada Public Land Management Act
SOW	Scope of Work
TAC	Technical Advisory Committee
TRFMA	Truckee River Flood Management Authority
TMWA	Truckee Meadows Water Authority
TMSA	Truckee Meadows Service Area
TMWRF	Truckee Meadows Water Reclamation Facility
TNC	The Nature Conservancy
TRAction	Truckee River Action (Project)
TRFP	Truckee River Flood Project
TROA	Truckee River Operating Agreement
URA	Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act
URA Reg	Federal regulations implementing the URA
WCDWR	Washoe County Department of Water Resources
WG	Working Group
WRDA	Water Resources Development Act
WSEL	Water Surface Elevations

TRUCKEE RIVER FLOOD MANAGEMENT

Meeting Date: October 14, 2011

VOTING MEMBERS (Quorum = four):

- Ron Smith (*City of Sparks*)
- Bob Larkin (*Washoe County*)
- David Aiazzi (*City of Reno*)
- David Humke (*Washoe County*)
- Geno Martini (*City of Sparks*)
- Jessica Sferrazza (*City of Reno*)

VOTING ALTERNATES:

- Dan Gustin (*Reno*)
- Ed Lawson (*Sparks*)
- Kitty Jung (*Washoe County*)

STAFF

- Jay Aldean (*Interim Director*)
- Ed Evans (*Sr. Hydrogeologist*)
- Melissa Faigeles (*Natural Resource Planner*)
- Mimi Fujii-Strickler (*Admin Svcs/Govt Affrs Mgr*)
- Danielle Henderson (*Natural Resource Mgr*)
- Laura McAuley (*Administrative Assistant II*)
- Eric Scheetz (*Licensed Engineer*)
- Paul Urban (*Senior Licensed Engineer*)
- Lori Williams (*Sr. Financial Analyst*)

END OF ROLL CALL



**TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY
BOARD OF DIRECTORS**

**NOTICE OF MEETING
AND
AGENDA**

FRIDAY, OCTOBER 14, 2011 – 8:00 A.M.

PLEASE NOTE NEW START TIME FOR THIS MEETING ONLY.

**Washoe County Commission Chambers
1st Floor of Building A
1001 East Ninth Street, Reno, Nevada**

Board Members

Ron Smith, Chair	David Humke
Robert Larkin, Vice Chair	Geno Martini
David Aiazzi	Jessica Sferrazza

Pursuant to NRS 241.020, this notice has been posted at the following locations:

Washoe County Administration, 1001 East Ninth Street, Reno, Nevada

Sparks City Hall, City Clerk, 431 Prater Way, Sparks, Nevada

Reno City Hall, City Clerk, One East First Street, Reno, Nevada

Truckee River Flood Project Office, 9390 Gateway Drive, Reno, Nevada

Truckee River Flood Project Website: <http://truckeeflood.us> (Click Committees, then Meeting Agendas or go to <http://truckeeflood.us/140/meeting.agendas.html>)

Items for Possible Action: All numbered or lettered items on this agenda are hereby designated for possible action as if the words “for possible action” were written next to each item (NRS 241.020), except for items marked with an asterisk (*). Those items marked with an asterisk (*) may be discussed but action will not be taken on them.

Possible Changes to Agenda Order and Timing: Discussion may be delayed on any item on this agenda, and items on this agenda may be taken out of order, combined with other items and discussed or voted on as a block, removed from the agenda, moved to the agenda of another later meeting, moved to or from the consent section. Items designated for a specified time will not be heard before that time, but may be delayed beyond the specified time.

Special Accommodations: The meeting facility is accessible to the disabled. If you require special accommodations for the meeting, call the Authority staff at (775) 850-7429, 48 hours before the meeting.

Public Comment; Disruption of Meeting: During the “Public Comment” periods listed below, anyone may speak pertaining to any matter either on or off the agenda. Additionally, during action items (those not marked with an asterisk (*)), public comment will be heard on that particular item before action is taken. In either event, each speaker must fill out a “Request to Speak” form and/or submit comments for the record to the recording secretary. Public comment is limited to three minutes per person unless extended by questions or action of the Commission. Comments are to be directed to the Commission as a whole and not to one individual. The presiding officer may (with or without advance warning) order the removal of a person whose conduct willfully disrupts the meeting to the extent that its orderly conduct is made impractical.

1. **ROLL CALL, PLEDGE OF ALLEGIANCE, AND ESTABLISHMENT OF QUORUM**

2. ***PUBLIC COMMENT**

Any person is invited to speak on any topic that is not listed as an action item on this agenda. Each speaker must fill out a speaker identification card, may discuss any matter not listed on the agenda as an action item, and must limit comments to three minutes. Action may not be taken on any matter raised during this public comment period until the matter is specifically listed on a future agenda as an action item.

3. **APPROVAL OF AGENDA**

4. **MINUTES** - Approve Draft Minutes of FMA meeting of September 9, 2011.

5. **INTERVIEWS OF CANDIDATES FOR THE POSITION OF TRFMA EXECUTIVE DIRECTOR**

Mimi Fujii-Strickler, Administrative Services Manager, TRFMA

- A. Orientation to the Interview Process to be Conducted
- 8:10 a.m. B. Interview of Candidate Jay Aldean, P.E. for the Position of TRFMA Executive Director with Possible Discussion of Interview
- 8:25 a.m. C. Interview of Candidate James B. Litchfield for the Position of TRFMA Executive Director with Possible Discussion of Interview
- D. Discussion of and Possible Offer of Employment and Appointment of the TRFMA Executive Director.
- E. Discussion of Possible Employment Contract with Possible Start Date and Salary Negotiations for the TRFMA Executive Director with possible direction to staff.
- F. If a candidate is not selected, possible action to appoint an Interim Executive Director or decide the status, powers, and responsibilities of the Deputy Director, and to direct staff as to solicitation of applications or search for future candidates.

6. **ANNOUNCEMENTS**

7. **CONSENT ITEMS (may be voted on as a block vote)**

None

8. **CARMEN GROUP / LOBBYIST UPDATE**

Mimi Fujii-Strickler, Administrative Services Manager, TRFMA

Report on lobbyists' activities. Possible action to accept the report and/or provide direction to staff on related lobbying matters.

9. **ARMY CORPS OF ENGINEERS MONTHLY REPORT**

Darren Suen, Project Manager, Civil Works Branch, ACOE

Report on activities related to the Truckee River Flood Management Project, including but not limited to, project scheduling and funding. Will include update on documents and process for Internal Technical Review currently underway. Possible action to accept the report and provide direction to staff related to flood project scheduling and other items as set forth in the report.

10. **DISCUSSION OF PROJECT PLANNING ISSUES AND REASSURANCE OF PROJECT FEATURES TO FMA PARTNERS**

Jay Aldean, Deputy Director, TRFMA

Discussion regarding new information that was made available to Flood Project staff from the Corps Internal Progress Review (IPR) meeting held in-lieu of the Alternative Formulation Briefing (AFB) on September 20, 2011. Discussion and possible action to reaffirm the makeup of flood features that will ultimately be included in the plan that will be submitted to the Corps of Engineers for construction. Possible action to provide direction to staff.

11. **ORGANIZATIONAL AND TRANSITIONAL ITEMS**

A. **EMPLOYMENT AGREEMENT FOR GENERAL COUNSEL POSITION**

Mimi Fujii-Strickler, Administrative Services Manager, TRFMA

Discussion and possible action to approve an Employment Agreement between the Truckee River Flood Management Authority, the County of Washoe, and Michael Wolz to fill the General Legal Counsel position for the Authority; approve and authorize the Chairman to sign the Employment Agreement and forward to the Board of County Commissioners for approval; and/or provide direction to staff.

B. **REVIEW AND POSSIBLE ADOPTION OF POLICIES FOR THE AUTHORITY**

Felicia O'Carroll, Shareholder, Kafoury, Armstrong & Co.

Susan Nuckles, CPA, Kafoury, Armstrong & Co.

Discussion and possible action to adopt the following policies for the Truckee River Flood Management Authority:

- P-1 Internal Control
- P-2 Cash Management
- P-3 Investments
- P-4 Procurement
- P-6 Expenditures

C. GENERAL LIABILITY AND ERRORS AND OMISSIONS INSURANCE

Mimi Fujii-Strickler, Administrative Services Manager, TRFMA

Report and discussion regarding actions taken to secure general liability and errors and omissions insurance coverage for the Truckee River Flood Management Authority. Possible action to accept the report and provide direction to staff to move forward with accepting quotes and securing insurance coverage for the Authority.

12. POSSIBLE USE OF COOPERATIVE EXTENSION FOR OVERFLOW HOMELESS SHELTER

Mimi Fujii-Strickler, Administrative Services Manager, TRFMA

Discussion and possible action to authorize use of the Cooperative Extension building for a temporary overflow homeless shelter for the upcoming winter months.

13. RETREAT PLANNING

Jay Aldean, Deputy Director, TRFMA

Discuss a date for a retreat regarding the rate plan.

14. FLOOD PROJECT MONTHLY REPORTS

Presentation on flood project events, activities, and schedules. Possible action to accept reports and/or provide direction to staff.

A. MONTHLY REPORT ON FLOOD PROJECT FINANCIAL STATUS AND RELATED FINANCIAL ACTIVITIES

Lori Williams, Sr. Financial Analyst, TRFMA

Update on monthly and year-to-date revenues and expenditures and related financial activities of the Truckee River Flood Management Authority. Possible action to accept the report and/or provide direction to staff regarding possible allocation, appropriation or encumbrance of funds.

B. WORKING GROUP MONTHLY REPORT

Melissa Faigeles, Natural Resource Planner, TRFMA

Report on the Working Group meeting of September 28, 2011.

C. CLIPPINGS FOR SEPTEMBER 2011

15. *COMMITTEE MEMBER COMMENTS, REQUESTS AND FUTURE AGENDA ITEMS

Possible action to approve items for future agendas.

16. *PUBLIC COMMENT

Any person is invited to speak on any topic that is not listed as an action item on this agenda. Each speaker must fill out a speaker identification card, may discuss any matter not listed on the agenda as an action item, and must limit comments to three minutes. The comments may be discussed, but action may not be taken on any matter raised during this public comment period until the matter is specifically listed on a future agenda as an action item.

17. ADJOURNMENT



**TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY
BOARD OF DIRECTORS**

Friday, September 9, 2011, 8:00 A.M.

**Washoe County Commission Chambers
1001 East Ninth Street
Reno, Nevada**

DRAFT OF MINUTES

1. ROLL CALL, PLEDGE OF ALLEGIANCE, AND ESTABLISHMENT OF QUORUM

Ron Smith called the Truckee River Flood Management Authority Board of Directors (TRFMA) meeting to order at 8:00 a.m. A quorum was established.

Voting Members Present:

Ron Smith, Chair
David Aiazzi
David Humke
Geno Martini
Jessica Sferrazza

Voting Members Absent (Excused):

Robert Larkin, Vice-Chair

Staff Present: Jay Aldean, Ed Evans, Melissa Faigeles, Mimi Fujii-Strickler, Kevin Gorges, Danielle Henderson, Eric Scheetz and Lori Williams

2. PUBLIC COMMENT – 8:33 a.m.

Chair Smith called for public comments.

Cathy Brandhorst made several comments not related to the agenda.

Chair Smith called for additional public comments and hearing none, closed the public comment period.

3. APPROVAL OF THE AGENDA – 8:36 a.m.

Director Aiazzi made a motion to approve the agenda as posted. Director Martini seconded the motion, which carried unanimously.

4. MINUTES - Approve Provisional Minutes of FMA meeting of July 14, 2011.

Director Aiazzi made a motion to approve the minutes of the TRFMA meeting of July 14, 2011 as submitted. Director Martini seconded the motion, which carried unanimously.

5. DISCUSSION OF DUTIES FOR GENERAL COUNSEL

Mimi Fujii-Strickler, Administrative Services Manager, TRFMA

Discussion to establish job duties and responsibilities for the position of General Counsel for the Truckee River Flood Management Authority. Possible action to adopt a job description for General Counsel and/or provide direction to staff.

Ms. Fujii-Strickler reported that the purpose of this agenda item is for the TRFMA Board to approve the position description and job responsibilities for the General Legal Counsel position for the TRFMA. She invited input or questions from directors.

Director Sferrazza referred to numbers 6, 7 and 8 and asked if this item is simply to select the duties, whether performed in-house or otherwise. Ms. Fujii-Strickler stated that is correct.

Interim Executive Director Aldean stated that regarding real estate transactions, counsel could either review, approve and/or make recommendations, which allows for use on in-house counsel or a firm, depending on the pleasure of the Board. He explained that a firm would not be authorized to make real estate purchases; however, in-house counsel would have the authority. Director Sferrazza asked for clarification that the TRFMA would have to approve any such transaction, which Interim Executive Director Aldean stated is absolutely correct.

Director Martini made a motion to approve the job description. Director Aiazzi seconded the motion, which carried unanimously.

6. SELECTION OF INTERIM GENERAL COUNSEL

Jay Aldean, Interim Executive Director, TRFMA

Discussion of the District Attorney's resignation and possible action to decide on an interim replacement.

Interim Executive Director Aldean explained that this provides flexibility to the Board in its decision to hire in-house counsel or a law firm. He stated that if counsel were hired from the outside, most likely interim legal assistance would be needed. He referred to a letter from Paul Lipparelli stating that the Washoe County District Attorney (DA)'s office would cease its assistance by the end of September. He stated it would be very difficult to put out a request for proposals (RFP) for a firm in that timeframe.

Interim Executive Director Aldean stated that suggestions could be provided if desired by the TRFMA. Director Sferrazza suggested postponing a decision on this issue until item 8 is heard, at which time someone might be hired based on the interviews. Interim Executive Director Aldean agreed that this agenda item might be postponed until after the interview process.

Director Sferrazza asked Mr. Lipparelli if a candidate were hired today, if there is a possibility that interim legal counsel could be provided until training is completed. Mr. Lipparelli stated that the DA's office would cooperate in that situation to provide assistance.

Director Sferrazza made a motion to continue item 6 until later in the agenda. Director Martini seconded the motion. Director Aiazzi asked how the TRFMA could hire anyone since there is no funding at this time. Interim Executive Director Aldean stated that legal counsel would be hired through Washoe County. Mr. Lipparelli explained that the TRFMA is a legal entity that can act and bind the TRFMA into contracts; however, the TRFMA and Washoe County would work together to provide funding. Director Aiazzi suggested asking the Board of County Commissioners to authorize up to \$150,000 (or the appropriate amount) without selecting the candidate. Mr. Lipparelli stated that would be appropriate. He mentioned that another option would be to hire legal counsel under a special contract with Washoe County.

Chairman Smith called for a vote on the motion, which carried unanimously.

7. CONSIDERATION TO HIRE A LAW FIRM TO PERFORM THE DUTIES OF GENERAL COUNSEL

Mimi Fujii-Strickler, Administrative Services Manager, TRFMA

Discussion of payroll and benefits for in-house General Counsel and possible action to reject all applications previously received and cancel the interviews of individual applicants for in-house General Counsel position and provide direction to staff to solicit proposals from outside counsel and/or law firms to act as General Counsel for TRFMA (which may include payment of travel expenses).

Ms. Fujii-Strickler stated that the purpose of this item is to allow the TRFMA to make a decision on hiring a firm or individual to provide legal counsel. She reiterated that in order to hire an individual for the interim period, salary and benefits would be provided by Washoe County under an agreement. The agreement would state that the attorney has no legal obligations or professional duties to Washoe County.

Chairman Smith asked what obstacles might be in place to hire an individual versus a firm. Ms. Fujii-Strickler stated that she has spoken with Reno and Sparks regarding the possibility of providing and administering benefits. She stated that they would be unable to provide the payroll or Public Employees Retirement System (PERS). She added that the TRFMA has applied with PERS; however, the application has not been approved yet. She stated the County is willing to handle the Human Resources (HR), payroll, health insurance and PERS benefits.

Chair Smith asked if an attorney is hired if a payroll service would need to be hired. Ms. Fujii-Strickler stated that if a decision is made to not go through the County, a payroll service would be needed.

Ms. Fujii-Strickler reported that by hiring a firm, there would be no payroll or benefit issue. She explained that the firm would be hired under a contract following a request for qualifications (RFQ) process. The firm would be responsible for ensuring that all areas needed are covered. The firm would be responsible for its own employees.

Director Sferrazza stated that her preference is to hire in-house legal counsel. She added that times would occur when outside counsel is needed. She summarized that she does not see any issue with the County providing salary and benefits, as long as the employee reports directly to the TRFMA. She added that hiring a firm would probably be cost-prohibitive. She also suggested that the candidate needs to be familiar with Open Meeting Law and TRFMA issues.

Director Martini asked if a candidate were selected today, is the TRFMA able to move forward immediately. Ms. Fujii-Strickler stated that if the County were selected to provide the salary and benefits, the process could move forward quickly. Director Martini stated he does not have a problem with going through the County.

Director Sferrazza made a motion to move forward with interviews for the position of General Legal Counsel. Director Aiazzi seconded the motion, which carried unanimously.

8. INTERVIEWS OF CANDIDATES FOR THE POSITION OF TRFMA GENERAL LEGAL COUNSEL

Mimi Fujii-Strickler, Administrative Services Manager, TRFMA

A. Orientation to the Interview Process to be Conducted

Candidates left the room. Ms. Fujii-Strickler reported that a packet of questions was provided to Directors (one set of questions for each candidate for each Director). She added that the questions are the same for each. She stated there is a rating score available. Chair Smith asked for input on whether or not to use the rating criteria. Director Martini suggested not rating the candidates. Chair Smith directed the TRFMA to not score the candidates.

Ms. Fujii-Strickler reported that the employment agreement was included in the Board packet. She asked if members would like the Chairman to work with the selected individual or if the preference is to bring the item back to the October 14 TRFMA meeting for further discussion of the contract. Chair Smith asked for clarification that contract language is in place currently. Ms. Fujii-Strickler stated yes and added that she provided a copy of former legal counsel, Greg Salter's agreement.

Director Sferrazza stated that negotiations should begin immediately if a selection is made today. Chair Smith called each candidate individually to answer the following questions:

- What is your experience with public meetings and the open meeting law?
- Explain your experience with drafting policies, procedures, legislation, and representing at the legislature.
- What is your experience with land acquisition, the Uniform Relocation Act and eminent domain?
- What experience have you had with the Army Corps of Engineers and Civil Works projects?
- Explain your experience with Public Works agreements, contracts and large projects?
- Explain your experience with litigation and government agencies.

Individual responses to the questions are on file at the TRFMA office.

- | | | |
|-----------|----|--|
| 8:15 a.m. | B. | Interview of Candidate Gregory R. Shannon for the Position of TRFMA General Legal Counsel with Possible Discussion of Interview |
| 8:30 a.m. | C. | Interview of Candidate Jonathan D. Shipman for the Position of TRFMA General Legal Counsel with Possible Discussion of Interview |
| 8:45 a.m. | D. | Interview of Candidate Stephen F. Smith for the Position of TRFMA General Legal Counsel with Possible Discussion of Interview – Ms. Fujii-Strickler reported that Mr. Smith had a family emergency and could not be present so he will not be interviewed. |
| 9:00 a.m. | E. | Interview of Candidate Michael L. Wolz for the Position of TRFMA General Legal Counsel with Possible Discussion of Interview |
| | F. | Discussion of and Possible Offer of Employment and Appointment of the TRFMA General Legal Counsel. |

Chair Smith thanked the four candidates for their interviews. He added that the agenda allows for hiring one of the candidates today. He asked for input on the process from Mr. Lipparelli. Mr. Lipparelli stated that normally the chairperson asks directors for his or her top two choices. Once consensus starts to occur, a motion can be made to select a candidate. He added that

another decision would be needed on how to make the employment offer, for which some terms are not yet established (i.e. salary and final negotiations).

Chair Smith asked if would be permissible to recess and discuss the interviews and candidates. Mr. Lipparelli stated it is legal to go into “closed session” to discuss certain items, such as misconduct, character fitness, mental health, or other items not appropriate for public discussion; however, the hiring decision must be public.

Director Humke stated that legislature made the hiring process public. He added that he has participated in situations where the chairperson called on one director at a time (in no particular order) for comments or recommendations.

Chair Smith called upon Director Sferrazza. Director Sferrazza expressed her appreciation to all of the candidates and added she believes all are highly qualified. She added that all candidates have good experience with Open Meeting Law and public meetings. She commended Mr. Shipman for the work he does for City of Reno. She stated that for the purposes of flood control, her recommendation is for Michael Wolz based on his experience with water. She added that although Mr. Wolz has not worked with the Army Corps of Engineers (Corps), understanding water rights is extremely important. She stated that also importantly, Mr. Wolz reviewed the Cooperative Agreement for the TRFMA. She reiterated that all of the candidates are highly qualified and she supports Mr. Wolz.

Director Humke stated that he has known Greg Shannon for 25 – 30 years and believes he is a fine Deputy DA. He stated that he does not know the other candidates. He summarized that his top choice is Mr. Wolz, followed by Mr. Shipman and Mr. Shannon. He agreed that Mr. Wolz has a breadth of experience with the State Attorney General and added that his experience with the State Engineer is very sound. He stated that he was slightly more impressed with Mr. Wolz’ legal experience over Mr. Shipman. He summarized the Mr. Wolz has the experience with the Attorney General’s office, as well as representing several agencies and some knowledge of flood control.

Director Aiazzi agreed that all the candidates have the needed experience. He stated that he sees that Mr. Wolz has much experience with water issues; however, this position is a Public Works job. He stated that the emphasis will be on people working together and added that he believes Mr. Shipman has the best experience in that area. He stated that he believes Mr. Wolz has a larger breadth of knowledge and that either he or Mr. Shipman would be very good for this organization.

Director Martini agreed with Director Aiazzi’s comments and reiterated that all three are great candidates; however, Mr. Wolz and Mr. Shipman are his top two choices. He stated that for the TRFMA Board, he is most comfortable with Mr. Shipman’s experience. He again agreed with Director Aiazzi that experience with OML and public meetings is very important, which Mr. Shipman has. He summarized that he is comfortable with Mr. Shipman or Mr. Wolz.

Chair Smith agreed that all of the attorneys did a great job and added that this task is unpleasant. He agreed that Mr. Wolz has vast experience with water and Mr. Shipman has performed a lot of work with City of Reno on numerous projects. He agreed that either candidate is fine with him. He summarized that the decision is at the pleasure of the Board.

Director Sferrazza made a motion to hire Mr. Wolz as Legal Counsel and begin negotiations. Chair Smith explained to the candidates that the TRFMA operates on 100% consensus voting. **Director Humke seconded the motion.** Director Aiazzi suggested adding to the motion that Chair Smith would have the authority to negotiate with Mr. Wolz and request

that the BCC fund the position. He added that if Chair Smith is unable to come to terms with Mr. Wolz; Mr. Shipman could be contacted.

Director Sferrazza amended her motion to include that Chair Smith would negotiate with Mr. Wolz and if agreement cannot be reached, Mr. Shipman would be invited to negotiate. Director Humke agreed with the amendment in his second of the motion. Chair Smith asked if once the motion passes, negotiations would begin and perhaps a special meeting would be scheduled to expedite the process. Director Sferrazza asked if the negotiation process has to come back to the TRFMA Board.

Mr. Lipparelli clarified that the motion is to offer employment to Mr. Wolz or Mr. Shipman so the motion is not to actually hire a candidate today. He added that it is permissible under today's agenda to approve an agreement that currently includes a "blank" salary that could be filled in. He stated that the candidate would have to agree to the terms of the agreement. He stated that it would also be appropriate to negotiate following the meeting and bring the agreement back for approval.

Director Martini stated that he believes it would be tough to ask the candidate to make decisions at today's meeting. He suggested making a recommendation for the candidate, who would then be able to negotiate with Chair Smith. Director Humke stated he strongly agrees because the candidate should have the opportunity to discuss and consider the offer of employment. Chair Smith agreed.

Director Sferrazza asked Mr. Wolz if he accepts the offer and agrees to the terms of employment, when he realistically could begin working with the TRFMA. Mr. Wolz stated he would only anticipate a few days of discussion depending on schedules. He added that he would also like to provide two (or possibly three) weeks notice to the Attorney General (AG)'s office.

Director Sferrazza stated she respects Mr. Wolz consideration for the AG's office and asked Mr. Lipparelli if the date could be extended for continued support from Washoe County DA's office. Mr. Lipparelli stated that he would discuss the issue with his supervisor and added that it would be an easier "sell" given that an end is in sight.

Interim Executive Director Aldean stated that agenda item 16 allows for a request for a special meeting if desired.

Chair Smith called for a vote on the amended motion, which carried unanimously.

Chair Smith thanked Mr. Wolz and mentioned that TRFMA staff would contact him later in the day. He asked if it would be appropriate to have Mr. Wolz attend the Alternatives Formulation Briefing (AFB). Interim Executive Director Aldean stated that he had not publicly apprised the Board; however, he invited Greg Salter, former Legal Counsel, to attend. He added that he thought it would be appropriate to invite Mr. Wolz as well.

Chair Smith again thanked all the candidates. He asked directors to return their candidate question sheets to Ms. Fujii-Strickler.

- G. Discussion of Possible Employment Contract with Possible Start Date and Salary Negotiations for the TRFMA General Legal Counsel with possible direction to staff.

This item was covered under above agenda items.

9. ANNOUNCEMENTS

Interim Executive Director Aldean stated that his flight was canceled the previous evening from San Diego so he drove back to Reno, apologizing for his lack of sleep.

Interim Executive Director Aldean stated he would like to recognize Kevin Gorges, who has been an intern with the TRFMA for several years. He explained that Mr. Gorges is a civil engineer graduate from University of Nevada, Reno (UNR) and recently accepted a job elsewhere. Mr. Aldean stated that today was Mr. Gorges' last day and he thanked him for his willingness to work with a great attitude. The Board applauded Mr. Gorges and wished him luck.

Interim Executive Director Aldean reported that Dan St. John would be retiring from Washoe County and would no longer serve as the chairman of the Technical Advisory Committee (TAC). He stated that today's TAC update would be provided by Kyle West, new TAC Chairman.

Interim Executive Director Aldean stated that with the retirement of John Sherman as Chief Financial Officer (CFO), the TRFMA is currently working with Kafoury Armstrong under a \$25,000 contract. Kafoury Armstrong has been working on the policies and procedures that are vitally needed in order to transfer funds to the TRFMA.

Interim Executive Director Aldean reported that an accounting package was purchased and installed, which will be used by the TRFMA. He stated that the next step would be to populate the system.

Interim Executive Director Aldean reported that negotiations with UNR are stalled at the request of the UNR.

Interim Executive Director Aldean stated that the Corps issued a "Legal Opinion" this week regarding the JPA's ability to condemn property in areas outside of the JPA's jurisdiction, such as Storey County. The Corps notified staff that the issue needs to be addressed. Mr. Aldean stated that he and Mr. Salter discussed a potential way to address the issue. He added that Mr. Salter did work earlier in the year regarding some Nevada Revised Statutes (NRS) that allow the State Engineer to serve as a local sponsor for a federal project. He added that NRS allows the State to condemn for flood control purposes, which could possibly be used by the TRFMA to condemn properties. He stated that currently Mike Chapman is developing a legal opinion. The Corps advised that if that is not an option, the TRFMA might consider some sort of agreement with Storey County that could perhaps include a seat on the TRFMA Board. He summarized that he received a legal opinion that he offered to forward to Board members.

Chair Smith asked why Storey County would want to come onto the TRFMA Board to enable condemning their property. Mr. Aldean stated that issue needs to be examined, in addition to other options.

Director Aiazzi asked how much property might be condemned in Storey County. Mr. Aldean stated that the Flood Project would increase flows in the lower Truckee Canyon, which would result in 30 to 50 properties for which easements will be needed for the additional flows. He stated that the Corps would require the action, which is referred to as "takings". Director Aiazzi stated that homeowners might be willing to sell the property, with which Mr. Aldean agreed.

Mr. Lipparelli stated that announcements are invited under Open Meeting Law; however, discussion is not allowed under this item. He cautioned against further discussion of eminent domain or such issues. He added that if needed, it could be placed on a future agenda.

Director Humke asked Mr. Lipparelli if he could ask Mr. Aldean what date is anticipated to forward Mr. Chapman's opinion to the Board. Mr. Aldean stated he should be able to send it (the Corps' opinion) later today. He stated that he brought the issue up as a "heads-up" that will have to be discussed at the AFB. He reiterated that he invited Mr. Salter to attend the AFB.

Ms. Fujii-Strickler announced that as part of the transitional process from the Flood Project Coordinating Committee to the TRFMA, staff was asked to obtain insurance for the TRFMA for property and liability, crime, errors and omissions, officers and directors, etc. She stated that staff has been working closely with the insurance agents (who provide insurance for the Cities of Reno and Sparks, as well as Washoe County). She added that it was brought to staff's attention that the TRFMA has not yet been placed with a carrier. She summarized that staff continues to work on the issue. She added that one option being explored is "Pool Pact" in Carson City.

Director Aiazzi referred to the announcement that the accounting software was purchased and asked what the date is for the transference to the TRFMA. Interim Executive Director Aldean stated that he would defer that to Lori Williams under her presentation on the CFO and Kafoury Armstrong.

10. CONSENT ITEM

- A. POSSIBLE APPROVAL OF A CONTRACT WITH SIGNATURE LANDSCAPES FOR THE TRUCKEE RIVER LEVEE AND FLOODWALL FROM U.S. 395 TO EAST SECOND STREET/ GLENDALE AVENUE LANDSCAPING PROJECT, FOR AN AMOUNT NOT-TO-EXCEED \$64,112.**

Director Aiazzi made a motion to request that the BCC extend this contract not-to-exceed \$64,112. Director Humke seconded the motion, which carried unanimously.

11. CARMEN GROUP / LOBBYIST UPDATE

Mimi Fujii-Strickler, Administrative Services Manager, TRFMA

Report on lobbyists' activities. Possible action to accept the report and/or provide direction to staff on related lobbying matters.

Mia O'Connell provided an update via telephone. Ms. O'Connell reported that she has been working on Fiscal Year (FY) 2012 funding (which begins in October). She stated that on the prior day the Senate Appropriations Committee approved a Corps funding bill for FY-12, which included base levels at the budget levels from the Administration plus "pots of unallocated funds" for general investigation and construction. She stated that essentially what will happen is what we saw earlier this year (in May) where the Corps has discretion to make the allocations in a Work Plan. She explained that at that time, we were successful in securing funds, working with the District, Division and Headquarters. She summarized that the same "drill" will take place.

Ms. O'Connell stated that Congress is behind schedule but trying to determine how to move forward in funding bills. She added that we probably would see a "continuing resolution" or two before funding matters are finalized (probably December). She summarized that things are starting to happen and staff is working with the Corps to ensure that funds are available (approximately \$3.5 to \$4 million) to stay on schedule to get the Chief's Report, complete the

Environmental documents and prepare for a Project Partnership Agreement (PPA). She stated that the plan is to complete those pre-construction activities and then hopefully move into a Water Resource Development Act (WRDA) authorization bill next year. She added that based on that schedule, she would anticipate the first construction funding in 2013.

Ms. O'Connell reported that her team is spending time working closely with the Corps on the General Re-Evaluation Report (GRR) and upcoming AFB. She stated that work is ongoing to ensure that the Corps can recommend the Alternative 3C at the AFB, which is the modified 100-year plan that would provide 100-year protection to the Meadows and 50-year protection to downtown. She stated that a positive benefit to cost (BC) ratio needs to be met and if so, we will request full federal cost sharing (65% to 35% local). She added we need to ensure flood protection for downtown that is commensurate with what the bridges will provide, in addition to flood walls (which will be addressed at the AFB). She summarized that progress is being made.

Ms. O'Connell stated that the AFB is scheduled for September 20, 2011 and added that staff is still working with the Corps to finalize the agenda. She stated that staff is also laying the groundwork for the best possible project with the best possible cost sharing for the community. She summarized that not every issue would be resolved at the AFB.

Ms. O'Connell reported that the date for the trip to Washington, D.C. is being narrowed to possibly November 1 and 2. She stated that the timing should be good following the AFB to discuss the issues in D.C. for FY-12 funding. She added that other meetings would include discussion of WRDA funding with visits to the House and Senate Appropriations Committee, Corps Headquarters, the Assistant Secretary of the Army (ASA)'s office, the Office of Management and Budget (OMB), and probably the Council on Environmental Quality.

Chair Smith asked for clarification that Ms. O'Connell would be present via video-conference at the AFB. She stated that is correct and added that she was also invited to Senator Reid's office. She added that Alex Mercado (from the Senator's office) would join her in the meeting.

Chair Smith asked if Director Larkin would be present for the AFB. Interim Executive Director Aldean stated that staff's understanding is that Director Larkin would not be available. He added that a representative from Washoe County is needed, as well as City of Reno. Chair Smith summarized that Directors and staff would leave the evening of September 19 and return the following day and asked Director Humke if he would be available to attend.

Chair Smith requested that Ms. Fujii-Strickler provide information to Director Sferrazza on the D.C. trip. Director Sferrazza stated that she would not be able to attend the AFB due to a prior commitment. Chair Smith stated that Director Aiazzi agreed to attend the AFB.

Director Humke stated he would not be able to attend the AFB due to a commitment to "canvas the vote" of Mark Amodei and Kate Marshall. Interim Executive Director Aldean asked if that would be the case for all County Commissioners. Director Humke offered to inquire as to participating by telephone so that he could attend the AFB.

Interim Executive Director Aldean praised Ms. O'Connell for her work in assisting with project study funding and added that the Corps has announced that it would not have GRR money available for most other projects in the District and throughout the Corps. Ms. O'Connell offered to provide information on the D.C. trip as soon as possible.

Interim Executive Director Aldean asked Ms. O'Connell to stay on the line for the next item, with which she agreed.

12. ARMY CORPS OF ENGINEERS MONTHLY REPORT – 9:55 a.m.

Beth Salyers, Project Manager, Civil Works Branch, ACOE

Darren Suen, Project Manager, Civil Works Branch, ACOE

Report on activities related to the Truckee River Flood Management Project, including but not limited to, project scheduling and funding. Will include update on documents and process for Internal Technical Review currently underway. Possible action to accept the report and provide direction to staff related to flood project scheduling and other items as set forth in the report.

Chair Smith welcomed Mr. Suen. Mr. Suen reported that the independent external peer review is ongoing with comments anticipated by the AFB. He concurred with the AFB date of September 20. He stated that the AFB is scheduled at the District office in Sacramento. He added that if Directors are unable to attend, they could participate via video teleconference. Interim Executive Director Aldean agreed and stated that video conference equipment would be available at the Flood Project office.

Mr. Suen summarized that the purpose of the AFB is to obtain approval of a selected plan, which will determine the federal interest, as well as meet the needs of the TRFMA and the community. He explained that topics would include:

- Plan formulation including the 75-year, 100-year, Alternative 3C, modified Alternative 3C and the 117-year plan
- Policy issues will be addressed, with hopeful direction to build the case to request a urban waiver for the 100-year plan
- Legal issues, mainly eminent domain – Mr. Suen stated that Headquarters requested further discussion of the legal opinion with Corps' legal counsel.
- Section 113

Chair Smith asked if the ASA's office would participate in the AFB. Mr. Suen stated that a representative should be included.

Mr. Suen summarized that many complex issues need to be addressed at the AFB. He added that Corps staff is working diligently with Flood Project staff to develop a strategy. He stated that he is pleased that a date was finally set.

Chair Smith mentioned the issue of the legal opinion. Interim Executive Director Aldean asked for Mr. Suen's opinion on whether it is acceptable for him to release the legal opinion to the TRFMA Board. Mr. Suen stated that he received an email that morning requesting that the legal opinion not be released until District Counsel can discuss the issue with Headquarters. He explained that the decision stems from WRDA-86, a legal opinion that the non-federal sponsor needs to provide land easements, and rights of way; some of each are located in Storey County.

Mr. Suen stated that there are a couple of alternatives that will be discussed at the AFB. Chair Smith asked if the issue is a "deal breaker" if agreement cannot be reached. Mr. Suen said he did not know. He explained that the AFB is a milestone, not an "end all deal". He added that there is time prior to the Civil Works Review Board (CWRB).

Mr. Suen mentioned that in the past the Corps has condemned property. He added that his understanding is that this is a new "sentiment" that the Corps should not be the first alternative in condemning property. Chair Smith agreed that if the TRFMA is unable to condemn property, he believes the Corps would step in to do so in order to provide protection for those downstream.

Mr. Suen mentioned Director Aiazzi's comment that property owners might be willing to sell, which would eliminate the need for condemnation. He summarized that other options include those mentioned, such as adding a Storey County representative to the TRFMA, further review of the NRS language related to eminent domain, which will be presented at the AFB. He stated that in reference to representation on the TRFMA, he believes it would be good justification for Storey County. He offered to meet with Storey County to discuss the project.

Chair Smith stated that the Flood Project included a good plan for Storey County that mitigated the negative impacts; however, the plan was turned down. He suggested that the issue might be revisited. Mr. Suen agreed that would be a great idea.

Chair Smith thanked Mr. Suen for his presentation.

13. REPORT ON ALTERNATIVE FORMULATION BRIEFING (AFB) ATTENDANCE, SCHEDULE, AND ISSUES

Danielle Henderson, Natural Resource Manager, TRFMA

Discussion on location and schedule and items that may be discussed or decided at the AFB. Discussion regarding selection of Directors to attend the AFB and authorization to provide for travel expense reimbursement for Board Members. Possible action to accept report and/or provide direction to staff.

Ms. Henderson stated that in July the TRFMA voted to support Alternative 3C and identified a series of issues to discuss with the Corps and upcoming meetings, including the AFB. She stated that the issues, along with proposed recommendations, were included in the staff report for Board review and discussion. She stated that included was a detailed comparison of plan alternatives. She stated that staff is seeking direction from the Board on the upcoming AFB (scheduled for September 20). She welcomed input or questions.

Chair Smith stated that he believes Ms. Henderson and staff are on track and that the TRFMA is ready to enter into the negotiations.

Interim Executive Director Aldean stated that staff is discussing the issues on a weekly or even daily basis with Corps staff. He added that even if the issues are not resolved, they need to be included as comments at the AFB, in order to receive direction from Headquarters. Chair Smith stated that the report includes all the recommendations made to date and asked if directors had additional questions or comments.

Interim Executive Director Aldean reported that staff is participating in a "dry run rehearsal" with Corps District staff the following week on how the AFB would proceed. He stated that the AFB would be run by Division (San Francisco) staff by Clark Frentzen. Chair Smith requested that staff provide comments to the Board following the trip. Mr. Aldean stated he would be happy to provide an overview.

Interim Executive Director Aldean reminded the Board that staff would be requesting a workshop to discuss rates under a following agenda item, for which they are hoping to schedule on September 23. He added that if the workshop is scheduled, staff could provide an update on the AFB.

Director Aiazzi asked if Section 113 addressed the water rights issue related to the 6,700 acre feet of water rights. Ms. Henderson stated that it does. She added that staff has been examining the issue. She explained that the Corps has not drafted any formal implementation guidance on how Section 113 would be implemented. She added that the Corps is taking a

somewhat conservative approach on the language. She summarized that the TRFMA and staff need to argue for full implementation of the guidance, meaning that the Flood Project would seek credit not only for funds that were expended for acquisition of water rights but also to include water rights that have been dedicated and provided to the project, as well as in-kind services (restoration projects, etc.).

Ms. Henderson stated there are some “work arounds” that could occur in the future to clarify the language of Section 113 in order to receive full cost share to the maximum extent possible. She added that another suggestion would be to include specific language in the PPA related to the issues. She summarized that staff is researching the number of water rights that have been provided under the Truckee River Operating Agreement (TROA) and how they relate to the Flood Project’s cost sharing. Director Aiazzi reiterated that the issue needs to be addressed and added that it could amount to \$100 million for the local cost share.

Director Aiazzi made a motion to accept staff’s report. Director Humke seconded the motion, which carried unanimously. Chair Smith thanked Ms. Henderson for her report.

14. ORGANIZATIONAL AND TRANSITIONAL ITEMS

A. CONSIDERATION OF PAYROLL AND BENEFITS FOR EXECUTIVE DIRECTOR

Mimi Fujii-Strickler, Administrative Services Manager, TRFMA

Discussion and possible action to decide whether or not the Executive Director may be administratively attached to the Washoe County Manager’s Office for payroll and benefits purposes, and if not, the Board may initiate an amendment to the Interlocal Cooperative Agreement.

Ms. Fujii-Strickler stated that this item is similar to what was requested for General Legal Counsel earlier in the meeting. She stated that the Board needs to determine how the Executive Director would be hired and administered. She explained that the Cooperative Agreement states that the Executive Director would be administratively attached to Washoe County, which technically makes them a County employee; however, it also specifies that the Director serves at the pleasure of the TRFMA Board.

Ms. Fujii-Strickler explained that the purpose of this discussion is to agree on how the Director would be hired prior to interviews next month. She stated that the difference between the hiring of an Executive Director versus Legal Counsel is that Legal Counsel is not mentioned in the Cooperative Agreement. She stated that if the Board desires that the Executive Director not be a County employee whatsoever, the terms of the Cooperative Agreement might need to be amended.

Chair Smith asked for the pros and cons of hiring through the County. Ms. Fujii-Strickler stated that the situation would be the same as discussed earlier in that the County would administer Human Resources (HR), payroll, health insurance and PERS benefits. She stated that if that is not the case, a separate agreement would be needed between the County, the Director and TRFMA as to payment arrangements because the TRFMA does not currently have its own funds, a payroll administrator or benefits.

Director Aiazzi stated that he believed the original intent was to go through Washoe County; however, the Cooperative Agreement was written for current staff at the time. He stated as long as that issue is separate, he does not have an issue with hiring through Washoe County. Ms. Fujii-Strickler agreed that salary and specific benefits (vacation, sick time, etc.) would be set by the TRFMA Board.

Director Martini made a motion to hire the Executive Director through Washoe County although responsible to the TRFMA Board. Director Aiazzi seconded the motion, which carried unanimously.

B. SELECTION OF NEW CHIEF FINANCIAL OFFICER (CFO)

Jay Aldean, Interim Executive Director, TRFMA

Discussion and possible action to accept John Sherman's resignation as CFO and decide on the method of recruiting for and selecting a replacement.

Chair Smith invited Lori Williams to present this item. Ms. Williams referred to a letter from John Sherman, TRFMA CFO, announcing his resignation effective August 25, 2011. She stated that Mr. Sherman's experience and expertise greatly benefited the TRFMA and his direction was greatly appreciated.

Ms. Williams stated that under this agenda items, directors are being asked to accept Mr. Sherman's resignation, as well as to provide direction on how to proceed with recruitment and selection of a new CFO. She added that Mr. Sherman suggested to Interim Executive Director Aldean that the TRFMA might wish to utilize the services of an accounting firm in order to get the TRFMA stood up financially. She stated that Mr. Sherman's recommendations included Kohn Colodny LLP and Kafoury Armstrong & Company.

Ms. Williams reported that staff contacted both accounting firms, which submitted work plans relative to assessing the business systems needed, development of the systems, developing internal controls to protect the JPA, reviewing and fine-tuning the systems as needed and being available for other consulting services as needed.

Ms. Williams referred to an email written by Interim Executive Director Aldean explaining how it was decided that Kafoury Armstrong was the selected consultant at this time in relation to policies and procedures. She added that policies have been drafted that staff hopes to provide to the TRFMA at the October meeting.

Chair Smith clarified that the consultant would set up the TRFMA as a business. Ms. Williams stated that is correct and added that the firm would take over Mr. Sherman's duties.

Interim Executive Director Aldean clarified that the work Kafoury Armstrong is doing to stand up the TRFMA is necessary and must be done by staff, the County or a consultant. He stated that this presentation was to provide an update to the Board. He stated that the other issue under this agenda item is to receive direction from the Board on how to proceed with a CFO versus an accounting firm (to serve as CFO) in the future. He added that work could proceed with Kafoury Armstrong or the Board could direct staff to proceed with development of a request for proposals (RFP). He added that another option would be to hire an in-house CFO. He stated that he was unsure that an in-house CFO could be kept busy on a full-time basis moving forward.

Interim Executive Director Aldean explained that standing up of the TRFMA is moving forward. He stated that the CFO of the Regional Transportation Commission (RTC) serves at the pleasure of the Director; however, the CFO for TRFMA would serve at the pleasure of the Board.

Director Sferrazza stated that she is very uncomfortable not having a CFO and asked if any of the other jurisdictions might have someone in their Finance Department who might be interested

in the job. Interim Executive Director Aldean stated he did speak with RTC about the issue; however, he did not check with the member agencies. He offered to do so.

Chair Smith said that Sparks' Finance Department is down to 2 or 3 employees. Director Sferrazza suggested pursuing someone who perhaps retired or was laid off. She reiterated that staff should discuss the issue with jurisdictions. Interim Executive Director Aldean reiterated that staff will speak with the member agencies.

Chair Smith stated it would be a big job that requires a scope of work that could be implemented by one who knows how to set up a business.

Director Martini mentioned the comment that there might not be enough work to keep a CFO busy full-time. Interim Executive Director Aldean explained that initially and probably for the first year there would be enough work; however, once the process is in place and rates are enacted, that level of effort might not be needed.

Director Aiazzi asked when it is anticipated to stand up the TRFMA. Interim Executive Director Aldean stated that the date was originally reported as July, then changed to October, and based on staffing changes, it will probably still be a month or two. He added that there is not a November TRFMA scheduled because the regular meeting date falls on Veterans' Day.

Director Aiazzi suggested that instead of hiring a CFO, a firm be hired to stand up the agency by October. Interim Executive Director Aldean stated that is exactly what Kafoury Armstrong is doing. He added that they are currently working on the policies and procedures that Mr. Sherman previously stated had to be in place prior to transferring funds to TRFMA. He stated that staff requested the minimal effort needed to stand up the agency. He added that he anticipates that further policies and procedures will be added later; however, the critical ones are being developed. He reiterated that documents hopefully would be presented to the Board at the October meeting and added that the goal is to stand up the TRFMA as quickly as possible.

Ms. Fujii-Strickler addressed Director Aiazzi's question about standing up the agency and stated that unless the TRFMA has insurance, it cannot proceed forward on any of the other transactions. She explained that in order to receive funds, properties or liabilities, the TRFMA has to have insurance. She stated that the TRFMA Directors are each covered under their respective agencies at this time; however, as far as the TRFMA, Washoe County is carrying the policies. She summarized that the TRFMA cannot be stood up without its own insurance coverage.

Director Martini suggested that Kafoury Armstrong could stand up the agency, and following that process, the TRFMA Board could decide whether it prefers a CFO or Kafoury Armstrong. Interim Executive Director Aldean stated that at this time, that would be acceptable.

Interim Executive Director Aldean reiterated that the goal is to get the TRFMA stood up; however, he agreed with Ms. Fujii-Strickler that staff is trying to address the insurance issue.

Director Martini made a motion that the TRFMA continue to use Kafoury Armstrong to get the TRFMA stood up and to postpone a decision on whether or not to hire a CFO. Director Humke seconded the motion, which carried unanimously.

Ms. Williams addressed Director Aiazzi's earlier question related to the accounting system and stated that the AccuFund system is installed and on the 23rd of September the firm would provide installation configuration and training. She added that they have the chart of accounts

and vendor files ready to set up. She stated that even prior to the TRFMA being stood up, the system will be run in parallel with the County's system to ensure everything is in place.

15. UPDATE ON TRACTION PROJECTS

Jay Aldean, Interim Executive Director, TRFMA

Report on TRAction projects' progress as requested by Director Aiazzi. Possible action to accept report and/or provide direction to staff.

Director Aiazzi referred to the list of Truckee River Action (TRAction) Projects provided in the agenda book and stated it was not what he requested. He stated his question is from where the local share of \$520 million comes and how the Corps came up with \$1.2 billion. He summarized those are the projects he wants to see and how they total those numbers. He stated that he wants to see those numbers prior to discussion of setting a rate. He mentioned that the TRAction projects are funded from the 1/8-cent sales tax.

Chair Smith stated that the \$525 million was 35% for the \$1.6 billion originally set as the cost of the Flood Project. Director Aiazzi reiterated that he has never seen a list of items from the Corps that total \$1.6 billion in a cost breakdown. Interim Executive Director Aldean stated that the LPP identifies about 45 elements that are included in the map book. He explained that those items were costed out by the Corps. He stated that setting a local rate plan would be a difficult task, for which staff requested a workshop to allow the time needed for explanations and discussions so that the Board and staff have the same understanding. He stated that the list of elements of Alternative 3C would be provided although there might not be a specific budget amount for each. He added that as previously discussed, the cost estimating of each item was tasked to CH2M Hill as a subconsultant to FCS Group.

Interim Executive Director Aldean stated that in the rate workshop, each element would be discussed, along with the need for a subconsultant. He added that if the Board prefers to not have a separate workshop, the entire October TRFMA meeting could be dedicated to discussion of rates. He stated that the October meeting schedule was to include presentation of the policies and procedures (by Kafoury Armstrong) and interviews for the Executive Director position.

Director Aiazzi stated that he would expect a special rate meeting to include an explanation of why the Corps decreased the \$1.6 billion by \$400 million while the local share did not decrease. He also wants an explanation of what is included in the costs. He stated that those issues need to be clarified prior to setting rates. Interim Executive Director Aldean offered to provide examples, knowns and unknowns at the meeting, along with what he would request to clarify the unknown items.

Director Martini asked Mr. Aldean if he is clear on Director Aiazzi's request for the meeting. Director Aiazzi reiterated he wants to see:

- A breakdown of the \$500 million for the local share, upon which rates will be set

Director Sferrazza mentioned that based on the new Corps plan, everything for downtown Reno has fallen out of the plan. She stated that she would have serious questions on whether rates should be established in the City of Reno based on the new plan. She asked if it would be better to assess for the bridge or apply for Federal Highway Administration (FHA) or Nevada Department of Transportation (NDOT) funds. She stated that it would be important to understand:

- Which elements have been eliminated from the Corps plan
- Land prices have changed
- The question of what consultant needs would be in order to set the rates – She stated that the consultants have already been paid \$1 million to study our rate structure. Mr.

Aldean stated that he would like to explain the process, including what is needed to finalize the rates. He added that he would provide an answer to that question at the meeting. He summarized that information is missing that would be necessary in order to set rates.

- Mr. Aldean offered to provide what the rate council has approved from a message going forward to the Board.
- Director Sferrazza stated she wants the contract to be audited. She added that when the contract was approved, the Board was told that it would include everything. She stated she wants to know what information is lacking in order to move the process along. Mr. Aldean stated that engineering information is needed in the description of the local rate plan. He stated that FCS has complied with the deliverables as requested by the Board; however, new importance emerged in relation to the local rate plan (which was not included in the original scope of services). He clarified that he is referring to the “engineering description” of a local rate plan, the associated cost estimate, the benefits associated with floodplains that have not been determined for the service level of our local rate plan. He emphasized the importance of first understanding the process upon which the answers might fall into place for the questions.

Chair Smith asked for clarification that Mr. Aldean is referring to a special caucus meeting (workshop) on September 23. Mr. Aldean agreed that is correct. Director Sferrazza stated she could not attend on that date. Ms. Fujii-Strickler stated that another proposed date was September 21 from 1 to 4 p.m. Chair Smith suggested that staff email a list of possible dates to caucus members.

Members agreed to schedule the Rate Workshop meeting for October 6 at 2:00 p.m. Interim Executive Director Aldean stated that discussion would include rate concepts, as well as rate amounts. Director Sferrazza reiterated that FCS proposed a rate structure and stated she feels Mr. Aldean is not providing all his information. She stated that she thinks we should be able to subtract the elements that were eliminated and come up with a realistic rate. Mr. Aldean said that the Rate Council stated that it is not an appropriate way to set rates. He stated that his plan is to provide a PowerPoint presentation that would include different alternatives and he will explain each.

Director Sferrazza requested inclusion of the scope of work from FCS for review at the workshop.

Ms. Fujii-Strickler asked if the workshop agenda should include an item to discuss the negotiations of the General Legal Counsel. Chair Smith stated yes.

Director Martini made a motion to accept the report. Director Aiazzi seconded the motion, which carried unanimously.

16. REQUEST TO SCHEDULE A SPECIAL MEETING TO DISCUSS AND CLARIFY THE LOCAL RATE PLAN TO BE USED AS THE BASIS FOR SETTING FLOOD RATES

Jay Aldean, Interim Executive Director, TRFMA

Discussion regarding scheduling a special meeting to discuss and clarify the local rate plan to be used as the basis for setting flood rates and to determine the rate plan and what consulting services will be needed to formulate the rates. Possible action to set a date for a special meeting.

This item was covered under the previous item.

17. POSSIBLE APPROVAL OF A MEMORANDUM OF AGREEMENT (MOA) AMONG THE TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY, U.S. BUREAU OF

**RECLAMATION AND OTHER AGENCIES FOR THE TRUCKEE RIVER BASIN STUDY:
CLIMATE CHANGE AND WATER RESOURCES ASSESSMENT**

Danielle Henderson, Natural Resource Manager, TRFMA

Report and discussion on the proposed climate change study (purpose, scope, budget, schedule and related items) and MOA terms and conditions. Possible action to accept report; approve and authorize the TRFMA Chair to sign the MOA; and/or provide direction to staff.

Chair Smith called for public comments. Cathy Brandhorst made several comments about water and the river. Chair Smith called for additional public comments and hearing none, closed the public comment period.

Ms. Henderson stated that the detailed staff report, which included the Memorandum of Agreement (MOA), along with a plan of study were included in the agenda book. She requested that the TRFMA Board approve the MOA and pledge up to \$850,000 in in-kind matching funds for the proposed study. She explained that no additional cash would be needed. She stated that the Northern Nevada Water Planning Commission (NNWPC) provided a letter of support for the proposed study. She welcomed questions or comments and added that Bureau of Reclamation (BOR) representatives were present to answer questions.

Director Aiazzi stated that the staff report says that the TRFMA will pay \$850,000 for the study. Ms. Henderson clarified that the amount is in in-kind services, which include the contract with Manhard, as well as staff hours to develop the regional hydrologic model. She explained that the work cannot count toward the local cost share because it is outside the scope of the Corps project.

Director Aiazzi asked what anyone would get from the study. Ms. Henderson stated that the study is designed to assist local agencies in addressing potential future changes in climate and possible effects on water supply and flooding. She added that Flood Project staff believes the results of the study can help in designing and building a flood protection system, consisting of floodwalls and levees that can function over their design life and handle climatic changes, such as precipitation, peak runoff, timing of floods and flood duration. She stated that the results of the climate study could be incorporated into the regional hydrologic model, as well as the final designs of the Flood Project.

Director Aiazzi stated that there is not time to include that information in the Flood Project design. Ms. Henderson clarified that we are at a feasibility design level; however, information would probably be available at the time of final design. She added that there are federal laws that require agencies to consider climate change in their planning process.

Director Aiazzi asked if BOR would actually do the study. Ms. Henderson stated that her understanding is that BOR will manage the project but might contract some of the work out.

Chair Smith asked what happens if the TRFMA does not approve the process. Ms. Henderson stated she believes we would miss an opportunity to work with other stakeholders in the community and to have a better understanding of what might occur in the next 50 to 100 years in relation to climate. Chair Smith asked how long the project is anticipated to last. Ms. Henderson stated two years. She added that work on the regional hydrologic model would continue.

Interim Executive Director Aldean stated that the TRFMA would not be the only local stakeholder involved; Truckee Meadows Water Authority (TMWA) provided funding for the project to ensure their involvement in the process. He added that the Water Resources Working Group, chaired by Rosemary Menard, heard a presentation on this project and how it might help

the community. The group felt it was important because it addresses watershed yield and potable water issues. He clarified that it is a planning level study as opposed to design level.

Interim Executive Director Aldean asked Mr. Suen if the Corps includes climate issues in its design. Mr. Suen stated he is unsure; however, he encouraged the Board to participate in any information gathering possible. He added that new issues have already been included in the flood planning, such as property appraisal costs decreasing significantly and the Sparks interior drainage issues. He summarized that as a team, the Corps staff and local flood staff continue to work through existing and new issues.

Director Aiazzi made a motion to accept the report; approve and authorize the TRFMA Chair to sign the MOA. Director Martini seconded the motion, which carried unanimously. Chair Smith thanked Ms. Henderson for her report.

18. TECHNICAL ADVISORY COMMITTEE

Dan St. John, Chairman

Report on activities related to the Truckee River Flood Authority's Technical Advisory Committee (TAC). Possible discussion and action to accept the report and provide direction to staff.

Kyle West, Engineering Manager for City of Reno Community Development and the current Vice-Chairman of the TAC reiterated that Dan St. John is retiring this month and was unable to attend today's meeting. Mr. St. John asked Mr. West to read the following remarks into the record.

"I would like to express my appreciation to the Board and the Flood Authority staff for being allowed to serve as the Flood TAC Chairman for these past three years. During that period, I have had the opportunity to work with extraordinary people from the partnering agencies, elected officials and the involved public. I believe the direction and momentum of the Flood Authority is as good as it's been in my tenure and I wish the Board and staff the best luck in delivering much needed flood protection to our community. If there is any way that I can be of further assistance to the Board or the Project following my retirement on September 16th, please do not hesitate to ask."

Mr. West reported that the TAC met on August 26 and heard items 12, 13, 15, 16 and 17 from this meeting's agenda. He reported that the TAC heard a relatively detailed presentation on the local rate plan and based on the complexity of the subject, the TAC supports a special workshop or meeting. He invited any questions.

Director Martini made a motion to accept the report. Director Aiazzi seconded the motion, which carried unanimously. Chair Smith thanked Mr. West for his report.

19. FLOOD PROJECT MONTHLY REPORTS

Presentation on flood project events, activities, and schedules. Possible action to accept reports and/or provide direction to staff.

A. MONTHLY REPORT ON FLOOD PROJECT FINANCIAL STATUS AND RELATED FINANCIAL ACTIVITIES – 11:00 a.m.

Lori Williams, Sr. Financial Analyst, TRFMA

Update on monthly and year-to-date revenues and expenditures and related financial activities of the Truckee River Flood Management Authority. Possible action to accept the report and/or provide direction to staff regarding possible allocation, appropriation or encumbrance of funds.

Chair Smith reported that Ms. Williams provided a detailed report in the agenda packet and called for questions or comments. Ms. Williams reported that financial statements for July and August were included in the Agenda Packet. She referred to Fund 211 and stated we have no infrastructure sales tax revenues because they lag 2 months behind. She reported that interest earnings are 134% of the total budget. She referred to the last page and Fund 494 expenditures and stated there are some expenses and encumbrances that are in excess of what was budgeted. She stated that is due to not having the TRFMA accounting system up and running so the County's SAP system is being used. She summarized that once the accounting system is in place, the adjustments will be made and budget will again look normal.

Director Martini made a motion to accept the report. Director Aiazzi seconded the motion, which carried unanimously. Chair Smith thanked Ms. Williams for her update.

B. WORKING GROUP MONTHLY REPORT

Melissa Faigeles, Natural Resource Planner, TRFMA

Report on the Working Group meeting of July 27, 2011.

Chair Smith invited Melissa Faigeles to provide an update on the Working Group. Ms. Faigeles reported that the Working Group basically recapped what occurred at the July TRFMA meeting, including a very detailed discussion on the Board's support of Alternative 3C at the AFB. She stated that the Working Group echoed the sentiments of the Board with accepting the 100-year protection under Alternative 3C; however, members expressed the same concerns over the exclusion of the home elevation program and the North Truckee Drain.

Director Aiazzi made a motion to accept the report. Director Martini seconded the motion, which carried unanimously. Chair Smith thanked Ms. Faigeles for her update.

C. CLIPPINGS FOR JUNE 2011

Director Aiazzi made a motion to accept the clipping. Director Martini seconded the motion, which carried unanimously.

20. FUTURE MEETING DATES AND AGENDA ITEMS

Consideration and possible action to add, cancel, or reschedule future meetings including adding a meeting in November 2011. Discussion and possible action regarding future agenda items.

Chair Smith reiterated that the upcoming meeting schedule includes the Workshop on October 6 at 2:00 p.m. and the regular TRFMA meeting on October 9, 2011 (*note: that is a Sunday*).

Interim Executive Director Aldean mentioned that the regular TRFMA meeting for November would occur on November 11, Veterans Day. Chair Smith suggested moving the meeting to Thursday, November 10 at 2:00 p.m.

21. COMMITTEE MEMBER COMMENTS AND ANNOUNCEMENTS

None

22. PUBLIC COMMENT

Chair Smith called for public comments. Cathy Brandhorst again made comments. Chair Smith called for additional public comments and hearing none, closed the public comment period.

23. ADJOURNMENT – 11:15 a.m.

With no further business, Member Martini made a motion to adjourn. Member Aiazzi seconded the motion, which carried unanimously. The meeting was adjourned at 11:15 a.m.

Respectfully submitted by,

Niki Linn, Recording Secretary

Approved by FMA in session on _____ 2011.

(DRAFT Rev. 10-14-11).

EMPLOYMENT AGREEMENT
(Executive Director)

Dated as of _____, 2011

THIS AGREEMENT is by and among:

Authority Truckee River Flood Management Authority
9390 Gateway Drive, Suite 230
Reno, Nevada 89521

Employee

WHEREAS:

A Authority is a body corporate and politic and a public agency created by an Interlocal Cooperative Agreement dated as of March 11, 2011 between Washoe County, the City of Sparks, Nevada, and the City of Reno, Nevada (the “**ICA**”);

B ¶3.07.C of the ICA provides that the Board of Directors of the Authority (the “**Board**”) may appoint an Executive Director who would be responsible directly to and serve at the pleasure of the Board;

C. The Board desires to hire Employee as full time Executive Director for the Authority;

E The parties desire to enter into an Employment Agreement with Employee which establishes the Employee’s duties and professional responsibilities and compensation as the Executive Director for the Authority.

NOW THEREFORE, the parties agree as follows:

Section 1 DUTIES OF EMPLOYEE; EMPLOYMENT STATUS

§1.01 The Authority hereby hires Employee and Employee agrees to serve as Executive Director of the Authority through its Board of Directors and as such will perform the duties and have the responsibilities set forth in Attachment A and will report only to, be responsible only to, and serve at the pleasure of the Board.

Section 2 COMPENSATION AND BENEFITS

§2.01 During the term of this Agreement, Employee shall be paid and afforded the following compensation and benefits.

¶2.01.A Salary.

Employee shall be paid a gross salary of \$_____ per annum, subject to §2.02 below.

¶2.01.B Merit pay.

On each anniversary of the effective date of this Agreement, the Board shall consider Employee's performance and may award an increase in pay to Employee.

¶2.01.C Cost of living increases.

Employer will adjust the annual salary of Employee by providing cost-of-living adjustments commensurate with the cost-of-living adjustments granted to unclassified management employees of Washoe County.

¶2.01.D Public Employee Retirement System.

1. Employer agrees to pay all contributions to the Nevada Public Employees Retirement System (PERS) on behalf of Employee pursuant to NRS 286.421.

¶2.01.E Work hours; overtime; compensatory time.

1. Employee is exempt from the overtime provisions of the Fair Labor Standards Act. Employee shall work 40 hours per work week as established by Board and may be paid compensatory time as established below but shall not be paid overtime for excess hours worked during each work week.

2. Employee shall be eligible to accrue and take compensatory time off at a rate equal to one hour for each hour worked over 40 in each established work week. The accrual of compensatory time shall be based only upon actual time worked; except that time paid for a holiday shall be considered as time worked for the purpose of computing compensatory time. Employee may accumulate and carry forward up to 240 hours of accrued compensatory hours. Any overtime worked beyond 240 hours shall not be accumulated or recorded as compensatory time. Employee will not receive cash payment for any accumulated compensatory time under any circumstances.

¶2.01.F Annual leave.

1. Annual leave will be credited at the biweekly equivalent of 120 hours per year until such time as the Employee completes three (3) years of service, at which time

Employee will accrue 136 hours per year. Vacation credit may be accumulated from year to year, but may not exceed 240 hours. Upon termination of employment, Employee shall be paid a lump sum payment for any unused or accumulated vacation earned through the last day worked or end of the 30 day notice period set out in §3.03A.

¶2.01.G Sick Leave; Personal leave credits for unused sick leave.

1. Employee will be credited with sick leave at the rate of 4.62 hours for each bi-weekly pay period of full time service up to ten years. After 10 years Employee shall be credited with sick leave at the rate of 5.54 hours for each bi-weekly period of full time service.

2. Unused sick leave shall not be paid in cash either during or upon termination of employment.

4. Starting with the first pay period in a calendar year, if Employee does not use more than the number of hours of sick leave specified below as of the last full pay period in a calendar year, he shall receive the following specified hours of personal leave at the end of the first full pay period following January.

Hours of Sick Leave taken during year	Hours of Personal Leave Authorized
Up to 33 hours	24 hours
Between 33 and 40	8 hours

Such personal leave must be used in the same calendar year credited and cannot be paid in a cash lump sum.

¶2.01.H Leave of absence.

1. Except as provided below, leaves of absence with or without pay may be granted by the Board to Employee in Board's sole discretion.

2. If Employee is required by law to appear and/or serve as a witness or juror for any federal, state or local public agency, Employee shall be paid the regular salary while participating in the proceeding but must remit to Authority all fees that he may receive as a witness or juror except for mileage or per diem. Such leave of absence shall not be charged against annual leave.

¶2.01.I Holidays and holiday pay.

Employee shall not be required to work and shall be paid eight hours regular straight time hourly rate for each holiday (including but not limited to those defined in NRS 236.051) that is granted to employees of the Authority.

¶2.01.J **Private transportation reimbursement.**

If Employee uses his personal vehicle to go to meetings or otherwise accomplish Authority business, the Authority agrees to reimburse Employee at a rate per mile equal to the standard mileage reimbursement rate for which a deduction is allowed for the purposes of federal income tax that is in effect at the time the personal vehicle is used. If, however, Employee uses his personal vehicle for reasons of personal convenience in transaction of Authority business, the allowance for travel is one-half the established rate.

¶2.01.K **Career incentive pay.**

After five years from the date of hire, Employee shall be paid annual payments equal to \$500 plus \$100 for each year of service to the Authority. Eligibility for career incentive pay shall be reviewed as of June 1 and December 1 of each year with payment to be effected in equal semiannual installments payable on the first pay day of June and December.

¶2.01.L **Travel and professional development.**

1. To the extent allowed by law and as may be consistent with the Authority's travel policy, Employer hereby agrees to budget for and pay the travel and subsistence expenses of Employee for professional and official travel and meetings necessary to adequately pursue official functions and other business of Employer.

2. To the extent allowed by law and as may be consistent with the Authority's travel policy, Employer hereby also agrees to budget for and pay the travel and subsistence expenses of Employee for short courses, institutes, and seminars each year for professional development for the good of the employer.

3. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for full participation in national, regional and state, or local association, organizations that are appropriate, necessary and desirable for continued professional participation, growth, and advancement, and for the good of the Employer.

¶2.01.M **Health insurance.**

1. Health Insurance shall provide medical, vision, and dental health coverage to Employee equivalent to the coverage presently being afforded to Employees with Washoe County self funded preferred provider programs. Premiums for Employee's coverage shall be 100% paid by Authority. Employee is responsible for paying the premiums for any dependents Employee may choose to enroll for health insurance coverage.

¶2.01.N **Workman's compensation.**

Authority shall provide as required by law.

§2.02 No Reduction in compensation and benefits.

Employee's compensation and benefits shall not be reduced at any time during the term of this Agreement except (i) to the degree that the Board requires an across the board reduction of all employees of the Authority; (ii) if Employee is incapacitated and cannot perform his duties hereunder and has exhausted available leave; or (iii) as a result of disciplinary action for professional malfeasance, violation of law, or violation of the policies or directives of the Authority.

§2.03 Annual reviews.

Each year, prior to the anniversary date of Employee, Employer will review and evaluate Employee's performance. The evaluation form and process to be used will be jointly developed and mutually agreed upon by Employer and Employee. Employee must contact the Chairman of the Flood Management Authority at least 30 days prior to the anniversary date in order to schedule Employee's annual evaluation and the evaluation shall be conducted in accordance with the provisions of Nevada's Open meeting law, including a properly noticed public meeting to discuss the professional competence of Employee.

§2.04 Distribution of compensation upon death.

On Employee's death, all accrued compensation and benefits (including accrued annual leave, payment for pro-rata longevity pay, and payment for any reimbursable expense due the Employee) shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

Section 3 TERM AND TERMINATION

§3.01 Term.

This Agreement is effective upon execution by all the parties and terminates on _____ unless sooner terminated at the will of either party as provided herein.

§3.02 Termination by Employee:

Employee may terminate this agreement at any time for any reason by giving 30 days notice. Employer is not obligated to pay severance pay to Employee. Employer may pay Employee 30 days pay and benefits in lieu of the notice and require immediate termination of employment. Employee shall receive the current salary during the 30 day notice period (or any longer period as may be agreed upon).

§3.03 Termination by Employer:

¶3.03.A Unless terminated for cause, as described in paragraph §3.03B below, Employer may terminate this agreement at any time for any reason with or without cause by giving 30 days notice. Employer agrees to pay Employee severance pay equivalent to three (3) months of Employee's annual salary. Severance pay shall be calculated from the final day of the thirty (30) day notice period. Severance pay shall be in addition to any other payments for unused annual leave or benefits that may be payable to unclassified management employees of Washoe County with service credit equal to that of Employee. The three months severance pay shall not include additional accrual of annual or sick leave benefits or incentive pay for three months, but Employer will make a PERS contribution for the three months severance pay. Employer may pay Employee 30 days pay and benefits in lieu of the notice and require immediate termination of employment.

¶3.03.B For purpose of this agreement, cause is defined as conduct which constitutes a crime except for a misdemeanor traffic citation, or conduct which constitutes a knowing violation of law or policy governing the conduct of public officers or employees, as determined by the Employer. In such event, Employer shall give written notice of its desire to terminate Employee for cause and the effective date of the termination shall be thirty (30) days after notice is given in accordance with §4.03. If Employee is terminated for cause, Employee shall not be entitled to severance pay.

§3.04 Duties and rights upon termination.

¶3.04.A Upon termination of employment, Employee shall (i) immediately cease doing any business of the Authority, (ii) leave the premises and (iii) return all equipment, files, documents, keys, identification cards, credit cards, and property belonging to Employer. If Employee is given pay in lieu of notice under §3.02 or §3.03 above, Employee shall remain available for consultation during the pay in lieu period.

Section 4 GENERAL TERMS

§4.01 Remedies and waivers.

¶4.01.A General remedies.

If a breach of this Agreement is suffered or caused by Authority or Employee, the non-defaulting party may, subject to any specific provision regarding remedies herein, (i) suspend any counter-performance due hereunder until the breach is cured; (ii) terminate this Agreement under Section 3 it being understood that such termination does not prejudice any rights to recovery of damages; (iii) pursue any other remedy specifically provided in this Agreement, and/or (iv) bring an action for damages or equitable relief, including specific performance if warranted under the law of Nevada. All remedies stated in this Agreement are cumulative with each other and with any

remedy afforded in law or equity. The election of any remedy does not constitute a waiver of any other remedy.

¶4.01.C Waiver.

Any forbearance, inaction, or failure to promptly pursue any remedy (whether intentional or negligent) shall not be deemed a waiver of any default or remedy. Waivers must be expressed in writing signed by an authorized representative of the waiving party, and a waiver of a default is limited to the specific default identified in the written waiver and does not constitute a course of dealing or implication that similar defaults will be waived in the future. Continuing to perform under this Agreement does not constitute or imply acceptance of previous performances, defaults, or satisfaction of any disputes regarding this Agreement.

§4.02 Binding effect; No third party beneficiary.

This Agreement shall be binding on and runs to the benefit of the parties, their respective successors and any assignees or delegates if the assignment or delegation is permitted by the non-assigning or delegating party. Unless otherwise specifically identified in this Agreement, there are no third party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

§4.03 Notices; when deemed sufficiently given.

Unless otherwise provided herein, formal notices, demands and communications between the parties must be in writing and must be hand delivered or sent by certified or registered mail, return receipt requested, or by overnight courier to the addresses stated in Section 1 above, or to any address or number subsequently communicated to the sending party in writing. If notice is sent by courier or by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given when actually received by the addressee or three business days after it is received by the courier or U.S. Post Office as indicated on the receipt, whichever is earlier.

§4.04 Applicable law; jurisdiction and venue.

This Agreement shall be construed under and governed by the laws of the State of Nevada. Any action arising hereunder shall be brought only in the Second Judicial District Court for the State of Nevada in and for Washoe County.

§4.05 Severability.

Each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law, taking into account permissible waivers or provisions which may be upon agreement of the parties. If any term or provision of this Agreement or the application thereof shall be deemed by a court of competent jurisdiction to be in violation

of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this Agreement. In any event, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

§4.06 Entire agreement; Attachments.

This Agreement (together with attachments and documents incorporated by reference) integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All attachments hereto and/or referred to in this Agreement are incorporated herein as though set forth in full. This agreement may be modified only by a writing signed by Employee and Authority.

EXECUTED ON THE DATES INDICATED BELOW:

EMPLOYEE

_____ Date_____

AUTHORITY

Truckee River Flood Management Authority

By_____ Date_____

Ron Smith, Chairman of the Board

Attachments: Duties of Executive Director.



**TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY
BOARD OF DIRECTORS
STAFF REPORT
MEETING DATE: October 14, 2011**

DATE: October 4, 2011

TO: Flood Management Authority Board Members

FROM: Mimi Fujii-Strickler, Administrative and Government Affairs Manager, TRFMA, 850-7431, mfujii@washoecounty.us

THROUGH: Jay Aldean, P.E., Deputy Director, TRFMA, 850-7470
jaldean@washoecounty.us

SUBJECT: **Carmen Group Federal Lobbyist Monthly Report**

SUMMARY

The Carmen Group represents an integral part of the Flood Project's overall strategy to ensure that the Truckee River Flood Management Authority receives priority attention by the Army Corps of Engineers' management. The Carmen Group has effectively provided federal lobbying services to the Flood Management Authority for the last five years and promoted our project on a daily and weekly basis with the Corps of Engineers' Headquarters staff and the Assistant Secretary of the Army. It is through the Carmen Group's assistance that our local community retains control over the project formulation process so we can effectively build our preferred plan as well as maintain an equitable cost-sharing arrangement with the Corps.

See the attached September 2011 Carmen Group monthly reports.

PREVIOUS ACTION 2011

January 2011 The Finance Subcommittee voted to approve an agreement with The Carmen Group for federal lobbying services for 2011-2012, but did not conduct a monthly status call during the Finance Subcommittee meeting.

February 2011 The Finance Subcommittee conducted a teleconference with Mia O'Connell of the Carmen Group during the Finance Subcommittee meeting.

- March 2011** The Finance Subcommittee conducted a teleconference with Mia O'Connell of the Carmen Group during the Finance Subcommittee meeting.
- April 2011** The Board of Directors conducted a teleconference call with Mia O'Connell of the Carmen Group during the Flood Management Authority meeting.
- May 2011** The Board of Directors conducted a teleconference call with Mia O'Connell of the Carmen Group during the Flood Management Authority meeting.
- June 2011** The Board of Directors conducted a teleconference call with Mia O'Connell of the Carmen Group during the Flood Management Authority meeting.
- July 2011** The Board of Directors conducted a teleconference call with Mia O'Connell of the Carmen Group during the Flood Management Authority meeting.
- August 2011** FMA Meeting was canceled
- September 2011** The Board of Directors conducted a teleconference call with Mia O'Connell of the Carmen Group during the Flood Management Authority meeting.

FISCAL IMPACT

There is no identified fiscal impact for this agenda item.

RECOMMENDATION

It is recommended that the FPCC accept this report and provide any direction to the staff on the information presented herein.

POSSIBLE MOTION

Motion to accept the report and verbal update.

JA:mfs



Carmen Group
I N C O R P O R A T E D

Monthly Status Report

Washoe County September 2011

During the month of September, your consultant was involved in, and advised on the following activities on behalf of Washoe County.

Truckee River Flood Project – FY '12 Funding

The consultant worked with the Corps District, Division, Headquarters and ASA to position the project for FY '12 funding as it becomes available. In reviewing the tasks it was determined the Corps FY '12 capability was in the \$3.5 million to \$4 million range. The consultant spoke with the Corps and Senator Reid's office about including this funding level in the Corps' Work Plan once funding was made available. In the meantime, we prepared for Congress to develop a short-term CR to fund the federal government.

GRR Development and Upcoming AFB.

The consultant stayed in close touch with the Flood Authority staff to prepare the strategy for the AFB, then several days before the event, Headquarters changed the meeting to an internal meeting to review Headquarters comments on the Corps' project. This was done because of the range of comments from Headquarters. The consultant is working closely with Flood staff and the Corps to determine the range of comments and the next best steps to move the project forward. The consultant is insisting that the sponsor be more involved in the Corps' meetings to ensure key project elements remain.

WRDA

The consultant is working closely with Senator Reid's office to ensure that the committee works to include our project authorization as the Chief's Report is ultimately developed and included in the bill. At this point, WRDA is not expected until next year.

Cost-Sharing Issues

The consultant is developing the arguments for requesting full federal funding of the 100-year level of protection to make at the appropriate time, after the Corps identifies the project elements. These discussions will be raised at the AFB, but with much fuller discussion later.

Home Elevation Issues

The consultant has been working with Senator Reid's office to put together a local request for a determination of the tax treatment for Home Elevation Funds. The Senator's office has gotten its District office working with Flood Authority staff to develop the proper letter to the IRS.



**TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY
BOARD OF DIRECTORS
STAFF REPORT
MEETING DATE: October 14, 2011**

DATE: September 29, 2011
TO: Flood Management Authority Board Members
THROUGH: Jay Aldean, Acting Executive Director, TRFMA, 850-7470,
jaldean@washoecounty.us
FROM: Melissa Faigeles, Natural Resource Planner, TRFMA, 850-7430,
mfaigeles@washoecounty.us
SUBJECT: ARMY CORPS OF ENGINEERS' MONTHLY REPORT

SUMMARY

Darren Suen, the U.S. Army Corps of Engineers (Corps) Project Manager, will be attending the Flood Management Authority (FMA) meeting and will provide information on tasks completed, issues or problems that have developed, project schedule and funding.

PREVIOUS ACTION

A report by the Corps on their activities in relation to the Flood Project has been established as a standing agenda item for each meeting of the FPCC and will now be a standing agenda item for each meeting of the FMA.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the FMA accept this report as an informational item and possibly provide direction to staff based on this report.

POSSIBLE MOTION

Motion to accept the Corps report and possibly provide direction to staff.

Attachment: Corps' Study Update

JA/mf

Attachment 1

Truckee Meadows General Reevaluation Report (Feasibility Study)
Sacramento District, U.S. Army Corps of Engineers

Study Update for the
Flood Management Authority Board of Directors
October 14, 2011

PROJECT STATUS UPDATE:

Following a September 20th In-Progress Review (IPR), the District is reviewing and preparing comments received from Headquarters.

PROJECT PROGRESS UPDATE:

- a. The Corps is attempting to award a contract to review alternatives and costs for fixing a segment of the North Truckee Drain that may have federal interest.
- b. The Corps is currently in the process of an Independent External Peer Review (IEPR)
- c. The Corps is proceeding with a new gross appraisal of land values.

Other:

Proposed Feature Descriptions	NED/NER	ALT 3c	MOD ALT 3c	LPP
	Corps' recommended plan for cost-sharing purposes.	May be recommended by Corps for authorization.	TRFMA will negotiate for acceptance by Corps.	May no longer be a viable plan because B/C < 1.
FLOOD RISK MANAGEMENT FEATURES				
Downtown Reno Reach (Level of Flood Protection)¹	(50-yr LOFP)¹	(50-yr LOFP)¹	(LOFP to be determined)^{1,2}	(75- to 100-yr LOFP)¹
Replace Virginia Street Bridge	✓	✓	✓	✓
Replace Sierra Street Bridge	✓	✓	✓	✓
Replace Lake Street Bridge	Replace with Pedestrian Bridge Only	Replace with Pedestrian Bridge Only	Full Replacement of Vehicular Traffic Bridge	Full Replacement of Vehicular Traffic Bridge
Replace Center Street Bridge	X	X	X	✓
Replace Lower Wells Avenue Bridge with Pedestrian Bridge (Designed for Occasional Use by Maintenance and Emergency Vehicles)	✓	✓	✓	✓
Build Floodwalls through Downtown Reno	X	X	✓	✓
Install Temporary Closure Structure at Booth Street	X	X	X	✓
Flood Proof Selected Downtown Reno Buildings	X	X	X	✓
Install Bank and Pier Scour Protection	✓	✓	✓	✓
Build Interior Drainage Facilities ³	✓	✓	✓	✓
Truckee Meadows Reach (Level of Flood Protection)	(75-yr LOFP)	(100-yr LOFP)	(100-yr LOFP)	(117-yr LOFP)
Build Set-Back Levees/Floodwalls along Mill Street	✓	✓	✓	✓
Build Levees/Floodwalls Along Truckee River in Sparks	✓	✓	✓	✓
Elevate Homes in Hidden Valley	X	X	✓	✓
Elevate Homes in the Eastside Subdivision	X	X	✓	✓
Realign the North Truckee Drain (NTD)	Enclose NTD Only	Enclose NTD Only	✓	✓
Widen Vista Narrows	✓	✓	✓	✓
Terrace River Banks to Improve Flood Storage	✓	✓	✓	✓
Lengthen McCarran Bridge and Construct High-Flow Bypass Channel	X	X	X	✓
Lengthen Rock Bridge	X	X	X	✓
Construct Ring Levee at UNR Main Station Farm Buildings (If Needed)	✓	✓	✓	✓
Relocate Pioneer Ditch	✓	✓	✓	✓
Relocate Clean Water Way	✓	✓	✓	✓
Build Interior Drainage Facilities ³	✓	✓	✓	✓
Lower Truckee River Reach (Level of Required Mitigation)	(75-yr LORM)	(100-yr LORM)	(100-yr LORM)	(117-yr LORM)
Excavate Floodplain 'Bench' at Canyon GID (Mitigation for Upstream Project)	✓	✓	✓	✓
Build Elevated Walkway at Rainbow Bend (Mitigation for Upstream Project)	✓	✓	✓	✓
Elevate Trestle Bridge at Painted Rock	✓	✓	✓	✓
Construct Wadsworth Floodwalls	✓	✓	✓	✓
Install Bank and Pier Scour Protection	✓	✓	✓	✓
ECOSYSTEM RESTORATION FEATURES⁴				
Downtown Reno Reach				
No Ecosystem Restoration Proposed (Project Footprint Too Constrained)	✓	✓	✓	✓
Truckee Meadows Reach				
Ecosystem Restoration between Greg Street and Vista	~230 acres (Maximum Level)	~230 acres (Maximum Level)	~230 acres (Maximum Level)	~200 acres (High Level; Allows Additional Multi-use Playing Fields)
Lower Truckee River Reach				
Upper Lockwood Ecosystem Restoration (High Level)	✓	✓	✓	✓
Mustang Ranch Ecosystem Restoration (High Level)	✓	✓	✓	✓
Granite Pit Ecosystem Restoration (High Level)	X (Proposed Disposal Site for Excess Fill Material)	X (Proposed Disposal Site for Excess Fill Material)	X (Proposed Disposal Site for Excess Fill Material)	✓
Tracy Pond Ecosystem Restoration (Medium Level)	✓	✓	✓	✓
102 Ranch Ecosystem Restoration (High Level)	✓	✓	✓	✓
Eagle Picher Ecosystem Restoration (Medium Level)	✓	✓	✓	✓
Ferretto Ranch Ecosystem Restoration (High Level)	✓	✓	✓	✓
Railroad Cut Ecosystem Restoration (Medium Level)	✓	✓	✓	✓
I-80 Rest Stop Ecosystem Restoration (Medium Level)	✓	✓	✓	✓
Above I-80 Bridge Ecosystem Restoration (Low Level)	✓	✓	✓	✓
Wadsworth Ecosystem Restoration (High Level)	✓	✓	✓	✓
RECREATION ENHANCEMENT FEATURES				
Downtown Reno Reach				
Replace/Mitigate for Existing Parks Impacted by the Project	✓	✓	✓	✓
Replace Pedestrian Sidewalks on Project Bridges with FRM Improvements	✓	✓	✓	✓
Provide Interpretive Signage and Trail System Maps	✓	✓	✓	✓
Truckee Meadows Reach				
Replace/Mitigate for Existing Parks Impacted by the Project	✓	✓	✓	✓
Replace/Relocate Existing Multi-Use Trails Impacted by the Project	✓	✓	✓	✓
Build New Paved and Unpaved Multi-Use Trails	✓	✓	✓	✓
Develop Kayak/Canoe Launch Sites	✓	✓	✓	✓
Create Fishing Access Points	✓	✓	✓	✓
Provide Group Picnic Shelters and Playground	✓	✓	✓	✓
Build Terraced Turf Amphitheater (ADA-compliant)	✓	✓	✓	✓
Create Multi-Use Flat Turf Playing Fields	✓	✓	✓	✓
Install New Pedestrian Bridge Crossing the Truckee River	✓	✓	✓	✓
Provide Interpretive Signage and Trail System Maps	✓	✓	✓	✓
Provide Park Infrastructure including Restrooms, Parking Areas, and Lighting	✓	✓	✓	✓
Lower Truckee River Reach				
Build New Paved and Unpaved Multi-Use Trails	✓	✓	✓	✓
Create Recreational Trailheads at Selected Ecosystem Restoration Sites ⁵ (Amenities include Parking Areas, Restrooms, Bike Racks, Picnic Sites, etc.)	✓	✓	✓	✓
Develop Kayak/Canoe Launch Sites	✓	✓	✓	✓
Create Fishing Access Points	✓	✓	✓	✓
Provide Park Benches along Multi-Use Trails	✓	✓	✓	✓
Provide Interpretive Signage and Trail System Maps (Kiosks)	✓	✓	✓	✓
FISH PASSAGE IMPROVEMENT FEATURES				
Fleisch – Construct New Bypass Channel and Install Fish Screen	✓	✓	✓	✓
Steamboat – Modify Existing Rock Weir/Dam to Improve Passage	✓	✓	✓	✓
Verdi – Construct New Bypass Channel and Install Fish Screen	✓	✓	✓	✓
Washoe/Highlands – Construct New Bypass Channel and Install Fish Screen	✓	✓	✓	✓
Chalk Bluff – Verify Effectiveness of Existing Structure (No Construction)	✓	✓	✓	✓
Herman – Reconstruct Fish-Friendly Dam Structure and Ditch Inlet	✓	✓	Also Install Fish Screen	Also Install Fish Screen
Fellnagle – Modify Dam Structure and Ditch Inlet	✓	✓	Also Install Fish Screen	Also Install Fish Screen
S-S – Install Irrigation Pump with Fish Screen	✓	✓	✓	✓
Marble Bluff – Construct New Bypass Channel and Retrofit Existing Fishway for Low Lake Level Conditions	✓	✓	Retrofit Fishway; Construct Bypass Channel Only if Resource Agencies Approve	Retrofit Fishway; Construct Bypass Channel Only if Resource Agencies Approve

Prepared by DMH (07/10/11); Last Revised by DMH (08/31/11)

Important Notes:

Descriptions of NED/NER and Alternative 3c features were based on most current information available from Corps; descriptions may change slightly as documents are finalized for presentation to Corps Headquarters and Congress.

✓ = Feature is included in plan

X = Feature not included

Items highlighted in yellow may be considered "betterments" by the Corps, to be paid 100% by the local Sponsor.

¹Bridges in Corps docs will be designed to pass the 100-yr flood event (with 4 ft for risk & uncertainty). However, overall level of flood protection in Downtown Reno ultimately depends on the inclusion and design of levees and floodwalls.

²Reno City Council approved (Feb 2009) replacement of the Virginia Street Bridge at an elevation designed to pass the 100-yr flood with 2 ft of freeboard.

³Currently under development; feature design not yet finalized.

⁴Plans for ecosystem restoration were recently modified by the Corps to exclude upland habitat restoration; this decreased real estate costs (less acres) and construction costs, thereby lowering the overall project cost for all alternatives.

⁵Trailheads proposed for Lockwood, Mustang, Tracy, Railroad Cut and Wadsworth.

Abbreviations:

- NED/NER – National Economic Development/National Ecosystem Restoration Plan
- ALT 3c – Corps' Alternative 3c
- MOD ALT 3c – A modified version of Alternative 3c currently proposed by TRFMA
- LPP – Locally Preferred Plan (originally developed by the Community Coalition)
- B/C – Benefit/Cost Ratio
- LOFP – Level of Flood Protection
- LORM – Level of Required Mitigation (for increased flood flow discharges)
- NTD – North Truckee Drain
- Corps – U.S. Army Corps of Engineers



**TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY
BOARD OF DIRECTORS
STAFF REPORT
MEETING DATE: October 14, 2011**

DATE: October 6, 2011

TO: Flood Management Authority Board Members

FROM: Mimi Fujii-Strickler, Administrative and Government Affairs Manager, TRFMA, 850-7431, mfujii@washoecounty.us

THROUGH: Jay Aldean, P.E., Deputy Director, TRFMA, 850-7470
jaldean@washoecounty.us

SUBJECT: EMPLOYMENT AGREEMENT BETWEEN THE COUNTY OF WASHOE, THE TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY, AND MICHAEL WOLZ TO FILL THE VACANT GENERAL COUNSEL POSITION FOR THE FLOOD MANAGEMENT AUTHORITY.

SUMMARY

Approval of an Employment Agreement between the County of Washoe (County), the Flood Management Authority (FMA), and Michael Wolz to fill the vacant position of General Counsel for the Authority.

PREVIOUS ACTION 2011

June 2011 FMA directed staff to recruit for the General Counsel position.

July 2011 FMA Board selected Attorney candidates to participate in the interview process.

September 2011 FMA Board selected a final candidate to fill the General Counsel position.

BACKGROUND

In June 2011, the FMA Board of Directors received notice that the General Counsel Position would become vacant. The Board directed staff to recruit for the position and present a list of candidates at the July Board meeting for review and possible selection to participate in the interview process. Four qualified candidates were selected and invited to participate in the

interview process at the September Board meeting. The Board selected Michael Wolz as the final candidate for the General Counsel position.

Upon hire, the General Counsel position will serve at the pleasure of the FMA Board of Directors and will be administratively attached to the County for the benefits of payroll and health insurance. It is understood and agreed that Mr. Wolz is not an agent of the County, has no authority to bind the County to any transaction or obligation, and that his professional responsibility is tied to the Authority.

Under the Interlocal Cooperative Agreement, the FMA has an obligation to reimburse the County and the County will compensate and provide benefits for the General Counsel position.

The FMA is in the transitional phase of becoming a stand-alone agency. As part of the agency requirements, it must have the ability to provide sustainable payroll and benefits to employees of the Authority. To date the payroll and benefits function has yet to be implemented but is part of the financial planning component.

FISCAL IMPACT

Funds from the 1/8-cent sales tax will be used to support the Employment Agreement and fund the General Counsel position. Sufficient funds exist in Fund #2110 for this contract. Budget authority for this agreement can be found in Fund #211.

RECOMMENDATION

It is recommended that the Flood Management Authority Board of Directors approve the Employment Agreement between the County of Washoe, the Truckee River Flood Management Authority, and Michael Wolz to fill the vacant General Counsel position for the Flood Management Authority. Authorize the Chairman to execute the agreement and forward to the Board of County Commission for approval.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve the Employment Agreement between the County of Washoe, the Truckee River Flood Management Authority, and Michael Wolz to fill the vacant General Counsel position for the Flood Management Authority, authorize the Chairman to execute the agreement and forward to the Board of County Commissioners for approval."

Attachment: Employment Agreement

JA/mfs

(DRAFT Rev. 10-10-11)
Attachment to Staff Report.

AGREEMENT
(TRFMA General Counsel)

Dated as of October 14, 2011

THIS AGREEMENT is by and among:

Authority	Truckee River Flood Management Authority 9390 Gateway Drive, Suite 230 Reno, Nevada 89521
Employee	Michael L. Wolz 2397 Valencia Way Sparks, Nevada 89434
County	Washoe County, a political subdivision of the State of Nevada 1001 E. Ninth Street; P.O. Box 11130 Reno, Nevada 89520-0027

WHEREAS:

A Authority is a body corporate and politic and a public agency created by an Interlocal Cooperative Agreement dated as of March 11, 2011 between Washoe County, the City of Sparks, Nevada, and the City of Reno, Nevada (the “**ICA**”);

B ¶3.07.C of the ICA provides that the Board of Directors of the Authority (the “**Board**”) may appoint legal counsel who would be responsible directly to and serve at the pleasure of the Board;

C. The Board desires to hire Employee as full time General Counsel for the Authority;

D Employee is a licensed attorney in the State of Nevada and desires to perform the duties of General Counsel for the Authority, and be attached to Washoe County for purposes of pay and benefits, which is agreeable to the Authority provided that certain understandings are reached regarding professional responsibilities to the Board;

¶8.02 of the ICA establishes the status of employees of the Authority but also provides that the County and Authority may enter into written agreements with respect to such employees without amending the ICA. The County and Authority desire to enter into such an agreement with respect to Employee.

F The Authority and Employee have entered into an Employment Contract which establishes the Employee’s duties and professional responsibilities and provides that Employee will be administratively attached to Washoe County under the following conditions.

NOW THEREFORE, the parties agree as follows:

Section 1 DUTIES OF EMPLOYEE; JOB DESCRIPTION

¶1.01 Pursuant to the provisions of the employment Agreement entered into between the Authority and the Employee, the Authority has hired Employee to serve as General Counsel of the Authority through its Board of Directors and as such will perform the duties and have the responsibilities set forth in the Employment Agreement attached hereto together with Attachment A to that Agreement, and will report to, be responsible to, and serve at the pleasure of the Board. Notwithstanding his employment status with Washoe County, it is agreed that Employee is under the control of and is professionally responsible only to the Board of Directors of the Authority.

¶1.02 It is not the intention of either the Authority, the County or the Employee to include the General Counsel position within any Washoe County collective bargaining unit.

Section 2 SUMMARY OF COMPENSATION AND BENEFITS

¶2.01.A During the term of this Agreement, Employee shall be paid and afforded the compensation and benefits as set forth in the Employment Agreement between the Authority and the Employee, a copy of which is attached hereto as Attachment A. The salary and benefits are summarized as follows:

A	Salary	Employee shall be paid \$124,841 per annum. subject to ¶ 2.02 below.
B	Merit pay	On each anniversary of the effective date of this Agreement, the Board shall consider Employee’s performance and may award an increase in pay to Employee. See ¶2.04 below.
C	Cost of Living increases	The Board shall award to Employee an amount equal to all cost of living increases that are awarded to the Washoe County Employees or that the Board has awarded to the Executive Director of the Authority.
D	Public Employees Retirement System	The Employee is currently an employee of the State of Nevada and participates in the Public Employee Retirement System. Employee shall remain with the Public Employees Retirement System without interruption or break in service.

		Currently under agreement, Authority pays 100% of contribution.
E	Work hours; overtime; compensatory time.	Employee is exempt from the overtime provisions of the Fair Labor Standards Act. Employee to work 40 hours per work week established by Board and shall not be paid overtime for excess hours worked during each work week. Employee shall be eligible to accrue and take compensatory time off at a rate equal to one hour for each hour worked over 40 in each established work week. Employee may accumulate and carry forward up to 240 hours of accrued compensatory hours. Employee shall take compensatory time off at the convenience of the Authority which may be determined by the Chairman of the Board. Compensatory time shall not be paid in cash except that unused compensatory time (up to 240 hours) shall be paid to Employee upon termination of employment.
F	Annual Leave	Currently entitled to 96 hours per year; after November,7, 2014, 136 hours per year; after November, 7, 2016, 152 hours per year; after November, 7, 2021, 176 hours per year; after November, 7, 2026, 192 hours per year. Employee cannot carry forward more than 240 hours per calendar year. Annual leave time shall not be paid in cash except that unused annual leave time shall be paid to Employee upon termination of employment.
G	Sick Leave and Personal Leave credits for unused sick leave.	Currently accrues 4.62 hours bi-weekly. After November 7, 2021, Employee shall be credited with sick leave at the rate of 5.54 hours per bi-weekly pay period. Not compensable upon termination or retirement until 10 years of service. If Employee does not use more than 32 hours sick leave in a year, may earn 24 hours of personal leave credit
H	Military Leave	Currently 15 days per year.
I	Leave of Absence	Currently up to one year if approved by Board of Directors.
J	Maternity Leave	Currently, must use Annual Leave.
K	Holidays and Holiday pay	Currently 11 Holidays + days that public offices are closed or added to NRS 236.015;

		No holiday pay premiums; regular salary only.
M	Private Transportation	Mileage at rate provided as standard mileage reimbursement rate allowed by IRS.
N	Career Incentive Pay	After November 7, 2016, Employee shall be paid annual payments equal to \$500 plus \$100 for each year of service to the Authority, not to exceed \$2,500 annually.
O	Professional Organization and Dues	Currently, Authority pays Nevada Bar Dues + ABA dues, and up to \$750 per year for Continuing Legal Education
P	Health Insurance	Authority shall provide medical, vision, and dental health coverage to Employee equivalent to the coverage presently being afforded to employees with the Washoe County self funded preferred provider programs. Premiums for Employee's coverage shall be 100% paid by Authority. Authority shall pay 50% of premiums for dependent coverage. The premiums for Employee's dependent coverage shall be adjusted consistent with and equal to any changes made by the County to the percentage amount paid for family coverage for other employees of the County.
Q	Distribution of compensation upon death	On death, accrued compensation and benefits to be paid per NRS 281.155.
R	Layoff Procedures	Employee shall be given 30 days notice as provided in Section 3 below,
S	Workman's compensation	County to provide as required by law, subject to reimbursement under ICA.

¶2.01.B The Employment Agreement is Controlling. The summary of the salary and benefits set forth in ¶2.01.A above is intended to summarize the terms of the Employment Agreement only. The exact nature and extent of the Employee's salary, benefits, rights and obligations are set forth in the Employment Agreement between the Authority and Employee attached hereto as Attachment A. To the extent that there is any inconsistency between this Agreement and the Employment Agreement between the Authority and the Employee, the Employment Agreement between the Authority and the Employee shall control.

¶2.02 No Reduction in Compensation and Benefits. Employee's compensation and benefits shall not be reduced at any time during the term of this Agreement except (i) to the degree such a decrease is across the board for all Employees of Washoe County; or (ii) if Employee is incapacitated to perform his duties hereunder and has exhausted available leave.

¶2.03 Professional Development. In addition to the payment of the amounts specified above, the Board may, in its discretion from time to time, pay additional bar association dues, memberships in professional organizations, cost of publications, expenses of continuing legal or professional education training, and expenses of attending conferences for the benefit of the Authority.

¶2.04 Annual Reviews. Authority and Employee agree to conduct written or oral annual reviews of Employee's performance and, in the discretion of the Board, pay increases may be awarded to Employee based on performance.

¶2.05 Salary. The Board has the exclusive right and power to set and change from time to time the salary of Employee in accordance with the Board's own salary administration policies.

Section 3 TERM AND TERMINATION

¶3.01 This Agreement is effective upon execution by all the parties and remains effective until terminated at the will of either party as provided herein.

¶3.02 Termination by Employee: Employee may terminate this agreement at any time for any reason by giving 30 days notice. Authority may pay Employee 30 days pay and benefits in lieu of the notice.

¶3.03 Termination by Authority: Authority may terminate this agreement at any time for any reason with or without cause by giving 30 days notice. Employer may pay Employee 30 days pay and benefits in lieu of the notice.

Section 4 AGREEMENTS WITH AND BY COUNTY

¶4.01 Transfer to Flood Department; Professional Responsibility; Job evaluation.

A. Upon executing this Agreement, County agrees to administratively hire Employee into to the Flood Management Department of the County under a job title of TRFMA General Counsel with a job description substantially as set forth in Attachment A.

B. Subject to the Authority's obligation to reimburse County under the ICA, County agrees to compensate and provide benefits to Employee as provided herein.

C. Employee is administratively attached to Washoe County for purposes of pay and benefits, and it is understood and agreed that Employee is not an agent of County, has no authority to bind the County to any transaction or obligation, and that Employee's professional responsibility runs to the Authority.

¶4.02 Applicability of ICA The Authority's obligation to reimburse County under ¶8.02.C and the mutual indemnifications in ¶8.02.C.3.g shall apply to Employee, but the remainder of ¶8.02.C shall not.

¶4.03 Termination of this Agreement by Washoe County Upon giving sixty days notice to the Authority, the County Manager may terminate County's obligations under this Agreement if (i) Employee is found guilty of a felony crime, or if Employee violates a County ordinance or policy in a manner that materially exposes the County to liability or materially impairs the interests of the County, or (ii) if it is determined that the performance of any obligation of County hereunder is not authorized by law or would impair County's obligations to its other employees. The termination of this Agreement by the County does not terminate the Employment Agreement between the Authority and the Employee, nor does it affect the Employee's employment status with the Authority.

Section 5 GENERAL TERMS

¶5.01 Remedies and waivers.

A. General remedies. If a breach of this Agreement is suffered or caused by Authority or County, the non-defaulting party may, subject to any specific provision regarding remedies herein, (i) suspend any counter-performance due hereunder until the breach is cured; (ii) terminate this Agreement under Section 3 it being understood that such termination does not prejudice any rights to recovery of damages; (iii) pursue any other remedy specifically provided in this Agreement, and/or (iv) bring an action for damages or equitable relief, including specific performance if warranted under the law of Nevada. All remedies stated in this Agreement are cumulative with each other and with any remedy afforded in law or equity. The election of any remedy does not constitute a waiver of any other remedy.

B. Waivers. Any forbearance, inaction, or failure to promptly pursue any remedy (whether intentional or negligent) shall not be deemed a waiver of any default or remedy. Waivers must be expressed in writing signed by the Authorized Representative of the waiving party, and a waiver of a default is limited to the specific default identified in the written waiver and does not constitute a course of dealing or implication that similar defaults will be waived in the future. Continuing to perform under this Agreement does not constitute or imply acceptance of previous performances, defaults, or satisfaction of any disputes regarding this Agreement.

¶5.02 Binding effect; No third party beneficiary.

This Agreement shall be binding on and runs to the benefit of the parties, their respective successors and any assignees or delegates if the assignment or delegation is permitted by the non-assigning or delegating party. Unless otherwise

specifically identified in this Agreement, there are no third party beneficiaries intended by this Agreement other than Employee and no other third parties have any standing to enforce any of the provisions of this Agreement.

¶5.03 Notices; when deemed sufficiently given

Unless otherwise provided herein, formal notices, demands and communications between the parties must be in writing and must be sent via certified or registered mail, return receipt requested, or by overnight courier to the addresses stated in Article 1 above, or to any address or number subsequently communicated to the sending party in writing. If notice is sent by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given when actually received by the addressee or three business days after it is received by the U.S. Post Office as indicated on the receipt, whichever is earlier.

¶5.04 Applicable law; jurisdiction and venue.

This Agreement shall be construed under and governed by the laws of the State of Nevada. Any action arising hereunder shall be brought only in the Second Judicial District Court for the State of Nevada in and for Washoe County.

¶5.05 Severability

Each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law, taking into account permissible waivers or provisions which may be upon agreement of the parties. If any term or provision of this Agreement or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this Agreement. In any event, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

¶5.06 Entire Agreement; Attachments.

This Agreement (together with attachments and documents incorporated by reference) integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All attachments hereto and/or referred to in this Agreement are incorporated herein as though set forth in full. This agreement may be modified only by a writing signed by Employee and Authority.

¶5.07 Employee's Rights and Obligations Are Controlled by the Employment Agreement with the Authority.

In regards to the duties, obligations, salary, or benefits of the Employee, to the extent that his Agreement is inconsistent with the Employment Agreement between the Authority and the Employee attached hereto as attachment A, the terms of the Employment Agreement between the Authority and Employee shall govern.

EXECUTED ON THE DATES INDICATED BELOW:

EMPLOYEE

Michael L. Wolz

Date

AUTHORITY

Truckee River Flood Management Authority

By _____
Ron Smith, Chairman of the Board

Date _____

COUNTY

By _____
John Breternitz, Chairman
Board of County Commissioners

Date _____

ATTEST:

By _____
County Clerk

Date _____

Attachments:

- A Employment Agreement
- B. Duties of General Counsel

(Rev 8/19/2011)

Truckee River Flood Management Authority

Position Description

GENERAL COUNSEL

Reporting directly to and serving at the pleasure of the Board of Directors, General Counsel is the chief legal officer of the Authority who performs the following duties:

- 1. Legal Advice.** Advises the Board, the Executive Director and the staff of the Authority as to legal and compliance matters with respect to daily operations, projects, programs, regulations, policies and agreements of the Authority, either upon request or commensurate with professional responsibilities of Counsel to the Board under rules and canons of professional conduct of the Nevada Bar Association.
- 2. Contract drafting and recommendations.** Assists in the negotiation, prepares or reviews (and either approves¹ or makes recommendations) as to form all agreements of the Authority, including, but not limited to, interlocal agreements with other governmental agencies, employment agreements, sale of goods and services agreements, construction agreements, professional services agreements, financing agreements, development agreements, agreements regarding the use of eminent domain by Members of the Authority, insurance and surety agreements, and the like. Agreements shall be approved by the Executive Director or the Board in accordance with established policy.
- 3. Real Estate Transactions.** Assists in the negotiation of and prepares or reviews (and either approves¹ or makes recommendations) as to form agreements for the acquisition or disposition of real property interests (including purchases, sales, leases, easements, rental agreements, covenants, and other interests in real property) for approval by the Executive Director or Board in accordance with established policies of the Authority; assists in the conduct of due diligence under such agreements; acts as an agent of the Executive Director or the Board in closing transactions that are approved by the Executive Director or Board.
- 4. Employment and Labor Relations.** Drafts employment policies and procedures for approval by the Board; Participates in or oversees labor relations negotiations, if requested. Advises Executive Director or Board as to employment and labor relations matters.
- 5. Resolutions and Policy Statements.** Drafts resolutions, proposed regulations and policy statements for adoption by the Board. Reviews regulations, policy and procedure statements of the Authority for continuing compliance with legal requirements.

6. **Legal Proceedings.** Represents or oversees the representation of the Authority in claims and legal proceedings by or against the Authority with the power to negotiate settlement agreements subject to approval of the Board (or Executive Director if authorized by Board) or within limits established by the Board.
7. **Legal Opinions.** Renders legal opinions regarding the validity of contracts and actions of the Board.
8. **Specialty Counsel.** Assists in the solicitation of proposals and provides recommendations as to the selection and terms of contracts with specialty counsel; oversees activities of and serves as liaison with specialty counsel such as bond counsel, rate counsel, disclosure counsel in financial transactions, employment or labor relations counsel, litigation counsel, *provided however* that the Board must approve all contracts with counsel.
9. **Meetings.** Attends all meetings of the Board and all of its committees.
10. **Risk Management.** Monitors the Authority's risk management efforts to advise the Board of potential liability issues and make recommendations regarding new policies, practices, and claims against the Authority;
11. **Reports.** Prepares reports of legal activities as required by the Board.
12. **Other Duties.** Performs other duties as required by the Board of Directors.

1- The FMA Board may authorize the General Counsel to approve documents as to form and legality.

(DRAFT Rev. 10 Oct. 2011).

EMPLOYMENT AGREEMENT
(TRFMA General Counsel)

Dated as of _____, 2011

THIS AGREEMENT is by and among:

Authority Truckee River Flood Management Authority
9390 Gateway Drive, Suite 230
Reno, Nevada 89521

Employee Michael L. Wolz
2397 Valencia Way
Sparks, Nevada 89434

WHEREAS:

A Authority is a body corporate and politic and a public agency created by an Interlocal Cooperative Agreement dated as of March 11, 2011 between Washoe County, the City of Sparks, Nevada, and the City of Reno, Nevada (the “ICA”);

B ¶3.07.C of the ICA provides that the Board of Directors of the Authority (the “Board”) may appoint legal counsel who would be responsible directly to and serve at the pleasure of the Board;

C. The Board desires to hire Employee as full time General Counsel for the Authority;

D Employee is a licensed attorney in the State of Nevada and desires to serve as General Counsel to the Authority; and

E The parties desire to enter into an Employment Agreement with Employee which establishes the Employee’s duties and professional responsibilities and compensation as General Counsel for the Authority.

NOW THEREFORE, the parties agree as follows:

Section 1 DUTIES OF EMPLOYEE; EMPLOYMENT STATUS

§1.01 The Authority hereby hires Employee and Employee agrees to serve as General Counsel of the Authority through its Board of Directors and as such will perform

the duties and have the responsibilities set forth in Attachment A and will report only to, be responsible only to, and serve at the pleasure of the Board.

Section 2 COMPENSATION AND BENEFITS

§2.01 During the term of this Agreement, Employee shall be paid and afforded the following compensation and benefits.

¶2.01.A Salary

Employee shall be paid a gross salary of \$124,841.60 per annum, subject to §2.02 below.

¶2.01.B Merit pay

On each anniversary of the effective date of this Agreement, the Board shall consider Employee's performance and may award an increase in pay to Employee.

¶2.01.C Cost of living increases.

The Board shall award to Employee an amount equal to all cost of living increases that are awarded to the Washoe County Employees or that the Board has awarded to the Executive Director of the Authority.

¶2.01.D Public Employee Retirement System

1. The Employee is currently an employee of the State of Nevada and participates in the Public Employee Retirement System. His termination of employment with the State of Nevada and employment by the Authority shall be coordinated so that Employee shall remain a member of the Public Employees Retirement System without interruption or break in service.

2. Authority shall pay 100% of Employee's contribution to the public retirement plan in the manner prescribed by the Public Employees Retirement System pursuant to NRS 286.421.

¶2.01.E Work hours; overtime; compensatory time.

1. Employee is exempt from the overtime provisions of the Fair Labor Standards Act. Employee shall work 40 hours per work week as established by Board and may be paid compensatory time as established below but shall not be paid overtime for excess hours worked during each work week.

2. Employee shall be eligible to accrue and take compensatory time off at a rate equal to one hour for each hour worked over 40 in each established work week.

Employee may accumulate and carry forward up to 240 hours of accrued compensatory hours. Employee shall take compensatory time off at the convenience of the Authority which may be determined by the Chairman of the Board. Compensatory time shall not be paid in cash except that unused compensatory time (up to 240 hours) shall be paid to Employee upon termination of employment.

¶2.01.F **Annual leave.**

1. Until the bi-weekly pay period encompassing November 7, 2014, Employee shall accrue annual leave credit at bi-weekly equivalent to 96 hours per year. After November 7, 2014, Employee shall accrue at bi-weekly equivalent to 136 hours per year. After November 7, 2016, Employee shall accrue annual leave credit at bi-weekly intervals equivalent to 152 hours per year. After November 7, 2021, Employee shall accrue annual leave credit at bi-weekly intervals equivalent to 176 hours per year. After November, 7, 2026, Employee shall accrue annual leave credit at bi-weekly intervals equivalent to 192 hours per year. Employee cannot carry forward more than 240 hours per calendar year. Annual leave time shall not be paid in cash except that unused annual leave time shall be paid to Employee upon termination of employment. Employee may carry forward up to 240 hours of unused annual leave from year to year. Amounts in excess of 240 hours as of the end of the biweekly pay period encompassing December 31st shall be forfeited as of that pay period unless Employee has previously requested and been denied a leave of absence.

2. If Employee retires or if notice of termination of this Agreement (for any reason or cause) is given after July 16, 2012, Employee shall be paid a lump sum payment for any unused accumulated annual leave time earned through the later of last day worked or end of the 30 day notice period set out in §3.03 or §3.03.

¶2.01.G **Sick Leave; Personal leave credits for unused sick leave.**

1.. Until the end of the bi-weekly pay period encompassing November 7, 2021, Employee will be credited with sick leave at the rate of 4.62 hours for each bi-weekly pay period of full time service. After November 7, 2021, Employee shall be credited with sick leave at the rate of 5.54 hours for each bi-weekly period of full time service.

2. Unused sick leave shall not be paid in cash either during or upon termination of employment.

3. Starting with the first pay period in a calendar year, if Employee does not use more than the number of hours of sick leave specified below as of the last full pay period in a calendar year, he shall receive the following specified hours of personal leave at the end of the first full pay period following January.

Hours of Sick Leave taken during year	Hours of Personal Leave Authorized
Up to 33 hours	24 hours
Between 33 and 40	8 hours

Such personal leave must be used in the same calendar year credited and cannot be paid in a cash lump sum.

4. Employee may use sick leave (i) when incapacitated to perform the duties of his position due to sickness or injury; (ii) when quarantined; (iii) when receiving medical or dental care or examination; (iv) upon illness of a immediate relative of Employee where such illness requires Employee’s attendance; or (v) for up to five days to arrange for and attend a funeral ceremony upon death of any immediate relative of Employee. “Immediate relative” means spouse, children (including foster and step), parent (including step and foster), sibling (including step or half brothers and sisters), spouse of a sibling, grandparent, grandchild, aunt, uncle, niece or nephew of Employee. Employee may be required to provide proof of the circumstance warranting use of sick leave.

¶2.01.H **Leave of absence.**

1. Except as provided below, leaves of absence with or without pay may be granted by the Board to Employee in Board’s sole discretion.

2. If Employee is required by law to appear and/or serve as a witness or juror for any federal, state or local public agency, Employee shall be paid his regular salary while participating in the proceeding but must remit to Authority all fees that he may receive as a witness or juror, except for mileage or per diem. Such leave of absence shall not be charged against annual leave.

3. A leave of absence with pay shall be granted to Employee for service as a volunteer fire fighter or search and rescue person for the protection of life or property while serving with any regular organized and recognized fire department or public safety agency during working hours or fractions thereof which should have otherwise been devoted to Authority employment.

¶2.01.I **Holidays and holiday pay**

Employee shall not be required to work and shall be paid eight hours regular straight time hourly rate for each holiday (including but not limited to those defined in NRS 236.051) that is granted to employees of the Authority or Washoe County.

¶2.01.J **Private transportation reimbursement**

If Employee uses his personal vehicle to go to meetings or otherwise accomplish Authority business, the Authority agrees to reimburse Employee at a rate per mile equal to the standard mileage reimbursement rate for which a deduction is allowed for the purposes of federal income tax that is in effect at the time the personal vehicle is used. If, however, Employee uses his personal vehicle for reasons of personal convenience in transaction of Authority business, the allowance for travel is one-half the established rate.

¶2.01.K **Career incentive pay**

After November 7, 2016, Employee shall be paid annual payments equal to \$500 plus \$100 for each year of service to the Authority, not to exceed \$2,500 annually.

¶2.01.L **License fees, professional organizations, professional development.**

1. The Authority shall pay all membership dues and sums due to the Nevada Bar Association for licensure and continuing legal education compliance certifications.
2. The Authority shall pay dues for Employee to belong to the American Bar Association and the public contracts section.
3. The Authority shall pay tuition of up to \$750 per year for continuing legal education courses that are directly relevant to Authority business, and, subject to normal travel budget restraints, may pay for travel and lodging expenses for out of town training.
4. In addition to the payment of the amounts specified above, the Board may, in its discretion from time to time, pay for additional memberships in professional organizations, cost of publications, expenses of continuing legal or professional education training, and expenses of attending conferences for the benefit of the Authority.

¶2.01.M **Health insurance**

1. Authority shall provide medical, vision, and dental health coverage to Employee equivalent to the coverage presently being afforded to employees with the Washoe County self funded preferred provider programs. Premiums for Employee's coverage shall be 100% paid by Authority. Authority shall pay 50% of premiums for dependent coverage. The premiums for Employee's dependent coverage shall be adjusted consistent with and equal to any changes made by the County to the percentage amount paid for family coverage for other employees of the County.

¶2.01.N **Workman's compensation**

Authority shall provide as required by law.

¶2.01.O **Phone Allowance**

The Authority shall provide Employee with a cell phone and an appropriate service and data plan.

§2.02 No Reduction in compensation and benefits.

Employee's compensation and benefits shall not be reduced at any time during the term of this Agreement except (i) to the degree that Washoe County requires an across the board reduction of all county employees' salaries; (ii) if Employee is incapacitated and cannot perform his duties hereunder and has exhausted available leave; or (iii) as a result of disciplinary action for professional malfeasance, violation of law, or violation of the policies or directives of the Authority.

§2.03 Annual reviews.

Authority and Employee agree to conduct written or oral annual reviews of Employee's performance and, in the discretion of the Board, merit pay increases may be awarded.

§2.04 Distribution of compensation upon death

On Employee's death, all accrued compensation and benefits (including accrued annual leave, payment for sick leave, payment for pro-rata longevity pay, and payment for any reimbursable expense due the Employee) shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

Section 3 TERM AND TERMINATION

§3.01 Term.

This Agreement is effective upon execution by all the parties and terminates on November 7, 2017 unless sooner terminated at the will of either party as provided herein.

§3.02 Termination by Employee:

Employee may terminate this agreement at any time for any reason by giving 30 days notice. Employer may pay Employee 30 days pay and benefits in lieu of the notice and require immediate termination of employment.

§3.03 Termination by Employer:

Employer may terminate this agreement at any time for any reason with or without cause by giving 30 days notice. Employer may pay Employee 30 days pay and benefits in lieu of the notice and require immediate termination of employment.

§3.04 Duties and rights upon termination.

¶3.04.A Upon termination of employment, Employee shall (i) immediately cease doing any business of the Authority, (ii) leave the premises and (iii) return all equipment, files, documents, keys, identification cards, credit cards, and property belonging to Employer. If Employee is given pay in lieu of notice under §3.02 or §3.03 above, Employee shall remain available for consultation during the pay in lieu period.

¶3.04.B In order to establish and preserve professional records necessary to document compliance with Employee's professional responsibilities as an attorney, upon termination of employment or this Agreement, Employee may make, at Employer's expense, and take with him copies of all form books, references, documents, records, computer files (including emails) for matters in which Employee was involved, provided, however that (i) the originals of all documents remain with Authority, and (ii) Employee shall respect confidential nature of communications with the Authority as required by the Nevada Rules of Professional Conduct, and this obligation of confidentiality survives the termination of this Agreement.

Section 4 GENERAL TERMS

§4.01 Remedies and waivers.

¶4.01.A General remedies.

If a breach of this Agreement is suffered or caused by Authority or Employee, the non-defaulting party may, subject to any specific provision regarding remedies herein, (i) suspend any counter-performance due hereunder until the breach is cured; (ii) terminate this Agreement under Section 3 it being understood that such termination does not prejudice any rights to recovery of damages; (iii) pursue any other remedy specifically provided in this Agreement, and/or (iv) bring an action for damages or equitable relief, including specific performance if warranted under the law of Nevada. All remedies stated in this Agreement are cumulative with each other and with any remedy afforded in law or equity. The election of any remedy does not constitute a waiver of any other remedy.

¶4.01.B Waiver

Any forbearance, inaction, or failure to promptly pursue any remedy (whether intentional or negligent) shall not be deemed a waiver of any default or remedy. Waivers must be expressed in writing signed by an authorized representative of the waiving party, and a waiver of a default is limited to the specific default identified in the written waiver and does not constitute a course of dealing or implication that similar defaults will be waived in the future. Continuing to perform under this Agreement does not constitute or imply acceptance of previous performances, defaults, or satisfaction of any disputes regarding this Agreement.

§4.02 Binding effect; No third party beneficiary.

This Agreement shall be binding on and runs to the benefit of the parties, their respective successors and any assignees or delegates if the assignment or delegation is permitted by the non-assigning or delegating party. Unless otherwise specifically identified in this Agreement, there are no third party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

§4.03 Notices; when deemed sufficiently given

Unless otherwise provided herein, formal notices, demands and communications between the parties must be in writing and must be hand delivered or sent by certified or registered mail, return receipt requested, or by overnight courier to the addresses stated in Section 1 above, or to any address or number subsequently communicated to the sending party in writing. If notice is sent by courier or by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given when actually received by the addressee or three business days after it is received by the courier or U.S. Post Office as indicated on the receipt, whichever is earlier.

§4.04 Applicable law; jurisdiction and venue.

This Agreement shall be construed under and governed by the laws of the State of Nevada. Any action arising hereunder shall be brought only in the Second Judicial District Court for the State of Nevada in and for Washoe County.

§4.05 Severability

Each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law, taking into account permissible waivers or provisions which may be upon agreement of the parties. If any term or provision of this Agreement or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised

from this Agreement. In any event, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

§4.06 Entire agreement; Attachments.

This Agreement (together with attachments and documents incorporated by reference) integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All attachments hereto and/or referred to in this Agreement are incorporated herein as though set forth in full. This agreement may be modified only by a writing signed by Employee and Authority.

EXECUTED ON THE DATES INDICATED BELOW:

EMPLOYEE

Michael L. Wolz

Date _____

AUTHORITY

Truckee River Flood Management Authority

By _____
Ron Smith, Chairman of the Board

Date _____

Attachments:

A: Duties of General Counsel.

(Rev 8/19/2011)

Truckee River Flood Management Authority

Position Description

GENERAL COUNSEL

Reporting directly to and serving at the pleasure of the Board of Directors, General Counsel is the chief legal officer of the Authority who performs the following duties:

- 1. Legal Advice.** Advises the Board, the Executive Director and the staff of the Authority as to legal and compliance matters with respect to daily operations, projects, programs, regulations, policies and agreements of the Authority, either upon request or commensurate with professional responsibilities of Counsel to the Board under rules and canons of professional conduct of the Nevada Bar Association.
- 2. Contract drafting and recommendations.** Assists in the negotiation, prepares or reviews (and either approves¹ or makes recommendations) as to form all agreements of the Authority, including, but not limited to, interlocal agreements with other governmental agencies, employment agreements, sale of goods and services agreements, construction agreements, professional services agreements, financing agreements, development agreements, agreements regarding the use of eminent domain by Members of the Authority, insurance and surety agreements, and the like. Agreements shall be approved by the Executive Director or the Board in accordance with established policy.
- 3. Real Estate Transactions.** Assists in the negotiation of and prepares or reviews (and either approves¹ or makes recommendations) as to form agreements for the acquisition or disposition of real property interests (including purchases, sales, leases, easements, rental agreements, covenants, and other interests in real property) for approval by the Executive Director or Board in accordance with established policies of the Authority; assists in the conduct of due diligence under such agreements; acts as an agent of the Executive Director or the Board in closing transactions that are approved by the Executive Director or Board.
- 4. Employment and Labor Relations.** Drafts employment policies and procedures for approval by the Board; Participates in or oversees labor relations negotiations, if requested. Advises Executive Director or Board as to employment and labor relations matters.
- 5. Resolutions and Policy Statements.** Drafts resolutions, proposed regulations and policy statements for adoption by the Board. Reviews regulations, policy and procedure statements of the Authority for continuing compliance with legal requirements.

6. **Legal Proceedings.** Represents or oversees the representation of the Authority in claims and legal proceedings by or against the Authority with the power to negotiate settlement agreements subject to approval of the Board (or Executive Director if authorized by Board) or within limits established by the Board.
7. **Legal Opinions.** Renders legal opinions regarding the validity of contracts and actions of the Board.
8. **Specialty Counsel.** Assists in the solicitation of proposals and provides recommendations as to the selection and terms of contracts with specialty counsel; oversees activities of and serves as liaison with specialty counsel such as bond counsel, rate counsel, disclosure counsel in financial transactions, employment or labor relations counsel, litigation counsel, *provided however* that the Board must approve all contracts with counsel.
9. **Meetings.** Attends all meetings of the Board and all of its committees.
10. **Risk Management.** Monitors the Authority's risk management efforts to advise the Board of potential liability issues and make recommendations regarding new policies, practices, and claims against the Authority;
11. **Reports.** Prepares reports of legal activities as required by the Board.
12. **Other Duties.** Performs other duties as required by the Board of Directors.

1- The FMA Board may authorize the General Counsel to approve documents as to form and legality.

TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

Policy Directive #P-1	GUIDING PRINCIPLES (AFFECTING ALL AREAS OF OPERATIONS)
Sept. 2011	

The Authority is a local government governed under the Joint Powers Authority Interlocal Cooperative Agreement for Flood Management adopted by Washoe County, the City of Reno, the City of Sparks, and the Authority (the “Members”).

PURPOSE

- The intent of these principles is to establish a system of internal control over the accounting and other business operations for the Truckee River Flood Management Authority (the “Authority”) which demonstrate the Authority’s :
 - ✓ ability to safeguard assets;
 - ✓ ability to prepare accurate and timely financial reports in accordance with Generally Accepted Accounting Principles; and
 - ✓ compliance with all applicable legal and contractual requirements.

CONTEXT

- It is the policy of the Authority to maintain a system of internal control designed to provide assurance that it shall safeguard assets, execute transactions in accordance with Board authorization, record transactions in conformity with generally accepted accounting principles and provide evidence of compliance with the Authority’s legal and contractual obligations.

PRINCIPLES

- Management of the Authority will incorporate the following controls into all operating procedures, as appropriate:
 - ✓ The organizational structure of the Authority is designed to promote a sound control environment by its chain of command, lines of communication, and its free flow of information across the organization.
 - ✓ The structure provides for segregation of duties or other mitigating controls if appropriate segregation of duties cannot be obtained due to hiring constraints.
 - ✓ Management of the Authority, through its activities, displays and demonstrates integrity and ethics in its standards of conduct and business practices.

- ✓ Management and staff of the Authority are familiar with the compliance requirements of the Authority, which is operating as a local government.
 - ✓ The accounting system is designed to report appropriate fund accounting for the general fund, capital projects fund, debt service fund, and special revenue funds, if applicable.
 - ✓ Members of the Authority and the Board of Directors are experienced in the compliance requirements for local governments operating in the State of Nevada.
 - ✓ The Board of Directors holds regularly scheduled, monthly meetings and one agenda item shall be to review the operating results and financial position of the Authority.
 - ✓ Management identifies, captures and uses information at all levels of the Authority to support the achievement and objectives of financial reporting and compliance requirements.
 - ✓ Management communicates regularly with the Board so that both have the relevant information to fulfill their respective roles of governance and operation of the Authority.
 - ✓ Management, by its own words and actions, sends a clear message to all personnel that internal controls over financial reporting, compliance, and individual responsibility must be taken seriously.
 - ✓ Management continuously monitors the implementation of the internal control procedures in order to identify and correct any deficiencies in a timely manner.
-

TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

Policy Directive #P-2	CASH MANAGEMENT POLICY (Bank Reconciliation)
Sept. 2011	

The Authority is a local government which is governed under the Joint Powers Authority Interlocal Cooperative Agreement for Flood Management between Washoe County, the City of Reno, the City of Sparks, and the Authority (the “Members”).

PURPOSE

- The intent of this policy is to establish internal control policies over cash management for the Truckee River Flood Management Authority (the “Authority”) which demonstrate the Authority’s:
 - ✓ ability to safeguard, control, and monitor its bank deposits and disbursements;
 - ✓ ability to accurately maintain and report bank balances to Management and the Board of Directors;
 - ✓ compliance with all applicable legal and contractual requirements for managing cash and the bank depository accounts of the Authority; and
 - ✓ ability to efficiently process, timely deposit, and accurately report bank transactions.

POLICY

- It is the policy of the Authority to maintain controls over cash to assure the Authority is sufficiently liquid, transactions are executed in accordance with the Board’s authorization, in conformity with GAAP, and are compliant with laws and regulations pertinent to cash transactions.

INTERNAL CONTROL ACTIVITIES

- In order to safeguard assets, achieve reliable financial reporting and provide evidence of compliance with the Authority’s legal and contractual obligations, Management of the Authority has developed the following procedures and controls related to cash management:
 - ✓ The Authority utilizes fund accounting software appropriate for the number of funds and number of transactions expected to occur, and with the ability to expand in the future as the growth of the Authority demands.
 - ✓ The chart of accounts for the Authority is designed for proper, appropriate fund accounting in order to effectively segregate the funds of the Authority for accountability.
 - ✓ Deposits and expenditures are posted within the accounting software for a permanent record of transactions.

Truckee River Flood Management Authority
Cash Management Policy Draft
September 2011

- ✓ Excess revenues, at the option of the Authority, will be invested in accordance with the Authority's investment policy until required for operations or capital acquisitions.
- ✓ Bank reconciliations will be performed monthly on all bank accounts.
- ✓ The Authority has in its employ, competent and experienced personnel to manage the accounting system and its modules.
- ✓ The principle of segregating incompatible duties is employed to strengthen controls whenever possible.
- ✓ Management communicates regularly with the Board and presents financial statements to the Board monthly.
- ✓ Monthly, the Board of Directors reviews the financial statements for unexpected transactions or balances.
- ✓ Staff is empowered to promptly answer questions from the Board in regard to information regarding cash and investment position.

TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

Policy Directive #P-3	INVESTMENT POLICY (UNDER THE INTERLOCAL AGREEMENT DATED JULY 1, 2011)
Sept. 2011	

The Authority is a local government governed under the Joint Powers Authority Interlocal Cooperative Agreement for Flood Management adopted by Washoe County, the City of Reno, the City of Sparks, and the Authority (the “Members”).

PURPOSE

- The intent of this policy is to establish internal controls over the investments of the Truckee River Flood Management Authority (the “Authority”) which demonstrate the Authority’s:
 - ✓ ability to safeguard its investments;
 - ✓ ability to accurately report investment income, gains and losses, and, if applicable, expenses of third parties, to Management and the Board of Directors; and,
 - ✓ compliance with applicable legal and contractual requirements of investing monies of the Authority.

POLICY

- It is the policy of the Authority to manage its excess revenues in a manner that safeguards its assets, achieves reliable financial reporting and provides evidence of compliance with the Authority’s legal and contractual obligations.

INTERNAL CONTROL ACTIVITIES

- The Chairman of the Board of Directors of the Authority signed an interlocal agreement with Washoe County to participate in the County’s pooled investment fund.
 - As such, Management of the Authority is relying on the County’s internal control system in regard to its authorized investment policy.
 - The County will provide the Authority with a quarterly statement, as soon as practical after the quarter, reporting the Authority’s proportionate fund activity.
 - A report of all investment activity will be presented to the Board on a quarterly basis.
 - Other investment vehicles may be employed so long as they are proper for the Authority, within the framework of the statutes of Nevada, and recognize the conflicting need for maximum safety and maximum yield.
-

TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

Policy Directive #P-4	PROCUREMENT (GOODS AND PROFESSIONAL SERVICES)
Sept. 2011	

The Authority is a local government governed under the Joint Powers Authority Interlocal Cooperative Agreement for Flood Management adopted by Washoe County, the City of Reno, the City of Sparks, and the Authority (the “Members”).

PURPOSE

- The intent of this policy is to establish internal controls over procurement of goods and professional services for the Truckee River Flood Management Authority (the “Authority”) which demonstrate the Authority’s:
 - ✓ ability to safeguard its cash assets through its bidding process, its purchase orders, and its project budgets;
 - ✓ ability to accurately maintain and report purchase orders, expenditures, accounts payable and encumbrance balances to Management and the Board of Directors;
 - ✓ compliance with applicable legal and contractual requirements for managing bids and purchases;
 - ✓ ability to maintain the quality and integrity of the purchase order system;
 - ✓ effectively and efficiently manage the bid process; and
 - ✓ efficiently handle the system of purchase orders in order to maintain budgetary constraints.

POLICY

- It is the policy of the Authority to follow the requirements of the Local Purchasing Act, NRS Chapter 332, in its procurement procedures over the dollar limit designated in the Act.
- As required by NRS 332, the Board hereby designates the Executive Director as the Authorized Representative of this Authority and as such, that individual is responsible for the development, award and proper administration of all purchases and contracts. The Executive Director is also appointed the Chief Administrative Officer of the Authority.
- The Executive Director may appoint one or more Evaluators, as defined in NRS 332.025 (3), to be involved in soliciting, negotiating and making recommendations to the Executive Director or the Board regarding the award of contracts for the Authority.
- It is the policy of the Authority to follow all constraints delineated in NRS 354 for the use and expenditure of funds.
- It is the policy of the Authority to establish and maintain procedures for purchasing and procurement which will safeguard assets, achieve reliable financial reporting and provide evidence of compliance with the Authority’s legal and contractual obligations.

- All master agreements with an issuer of procurement cards must be approved by the Board. Monthly purchase limits must be specified by the Board by Resolution. Individual credit card limits above limits specified in the Resolution must be approved by the Board.
- The Executive Director may approve issuance of procurement cards to employees and may establish individual daily credit card limits and limits to what classes of goods may be purchased with the cards.
- Separate policies apply to the acquisition of real estate or interests in real property (and relocating owners and tenants) and to contracts for construction of public works.

INTERNAL CONTROL ACTIVITIES

- Management of the Authority is responsible for developing and implementing the following controls related to procurement of goods and professional services:
 - ✓ The Authority utilizes accounting software that interfaces with a purchase order system of procurement.
 - ✓ The chart of accounts for the Authority is designed for proper, appropriate fund accounting in order to effectively segregate the funds and projects of the Authority for accountability.
 - ✓ Purchase orders are controlled and recorded to the permanent accounts of record.
 - ✓ Bids and contracts over a certain dollar level, as directed by the Board, are required to be presented to, and approved by, the Board of Directors. The Executive Director may approve changes or change orders to Board approved contracts up to a maximum cumulative established by the Board.
 - ✓ Goods and professional services over specific dollar amounts, as designated by Nevada Revised Statute Chapter 332 (the Local Purchasing Act), require a formal or informal bid process, and the Authority has designated personnel to utilize the bidding process necessitated by NRS 332.
 - ✓ To ensure that purchase orders are properly initiated, authorized, and matched to invoices for goods and services received by the Authority prior to authorizing payment, only competent and experienced personnel are employed to manage the purchase order system
 - ✓ Procedures for emergency acquisitions exist to comply with NRS 332.112.
 - ✓ The principle of segregating incompatible duties is employed to strengthen controls whenever possible.
 - ✓ The encumbrance report will consist of open purchase orders of the Authority and will be made available to the Board accompanying the monthly financial reports.
 - ✓ The Board will review the encumbrance report at least monthly.
-

TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

Policy Directive #P-6	CASH DISBURSEMENTS (EXPENDITURES AND ACCOUNTS PAYABLE)
Sept. 2011	

The Authority is a local government governed under the Joint Powers Authority Interlocal Cooperative Agreement for Flood Management adopted by Washoe County, the City of Reno, the City of Sparks, and the Authority (the “Members”).

PURPOSE

- The intent of this policy is to establish internal controls over disbursements (expenditures) of the Truckee River Flood Management Authority (the “Authority”) which demonstrate the Authority’s:
 - ✓ ability to control its expenditures, disbursements, and encumbrances, and monitor its project budgets;
 - ✓ ability to accurately maintain and report expenditures, accounts payable and encumbrance balances to Management and the Board of Directors;
 - ✓ compliance with applicable legal and contractual requirements for managing disbursements of the Authority;
 - ✓ ability for efficient handling, timely payment, and accurate reporting of check, wire, or cash disbursements; and
 - ✓ ability to maintain the quality and integrity of the accounts payable system.

POLICY

- It is the policy of the Authority to manage its payments in a manner that safeguard its assets, achieves reliable financial reporting and provides evidence of compliance with the Authority’s legal and contractual obligations.

INTERNAL CONTROL ACTIVITIES

- Management of the Authority is responsible for developing and implementing the following controls:
 - ✓ The Authority utilizes fund accounting software in order to support an accounts payable subsidiary ledger module for processing invoices from and writing checks to vendors for expenditures.
 - ✓ The accounts payable system module interfaces with the purchase order system for procurement and the cash management system for bank reconciliation.
 - ✓ The Authority’s chart of accounts is designed for proper, appropriate fund accounting and the effective segregation of the funds and projects of the Authority for accountability.

Truckee River Flood Management Authority
Cash Disbursement Policy Draft
September 2011

- ✓ Purchase orders (more detail under procurement policy), vendor invoices, and vendor payments are posted within the accounting software for a permanent record of all disbursement transactions.
- ✓ To ensure that invoices for goods and services received by the Authority are legitimate, authorized, paid promptly, and properly recorded to the accounts of record, competent and experienced personnel are employed to manage the accounts payable system.
- ✓ The principle of segregating incompatible duties is employed to strengthen controls whenever possible.
- ✓ Management will regularly communicate the Authority's financial status to the Board and present financial statements monthly.
- ✓ Staff will promptly answer questions from the Board regarding checks written or invoices paid.
- ✓ Prior to issue, checks are signed by two Board authorized officers of the Authority.



FLOOD PROJECT COORDINATING COMMITTEE

STAFF REPORT

MEETING DATE: October 14, 2011

DATE: October 5, 2011

TO: Flood management Authority Board of Directors

FROM: Mimi Fujii-Strickler, Flood Project Supervisor, Truckee River Flood Project, 850-7431 mfujii@washoecounty.us

THROUGH: Jay Aldean, Acting Director, Truckee River Flood Management Project, 850-7470 jaldean@washoecounty.us

SUBJECT: **DISCUSSION REGARDING THE USE OF 5305 MILL STREET (COOPERATIVE EXTENSION BUILDING) AS THE TEMPORARY OVERFLOW HOMELESS SHELTER FOR THE 2011/2012 WINTER MONTHS.**

SUMMARY

Discussion and possible action regarding the use of the Cooperative Extension Building (5305 Mill St.) as a temporary overflow homeless shelter for the winter months of 2011/2012. The request is driven by the demolition of the Edison Way buildings, the beginning of the cold weather season and the unexpected increase in the homeless population due to the current economic conditions.

BACKGROUND

During the winter of 2006/07, 2007/08, 2008/09, 2009/10 the Flood Project Coordinating Committee permitted Washoe County and the City of Reno to utilize the properties at 85 and 155 N. Edison Way, as a temporary overflow shelter for homeless persons during the cold winter months.

The City of Reno and Washoe County have utilized approximately 4,000 square feet of the Edison Way properties for the cold weather temporary overflow shelter for the winter months with the facility use by single men only. In the past, all utilities and associated costs have been paid by the City of Reno or Washoe County through their Community Support Program Funds with the Flood Project Coordinating Committee granting a waiver of the rent for the facility during the term of use.

As the Flood Project is progressing with the project elements within the Living River Parkway, and the receipt of FEMA grant funds, building demolition has begun for the six Edison Way buildings with 105 Edison complete. It is anticipated that the next five will be demolished by December 2011 or January 2012.

The University of Nevada, Cooperative Extension Office has been relocated from the facility owned by the Flood Project located at 5305 Mill St. to their new location on Energy Way. The facility

AGENDA ITEM #12

located at 5305 Mill St. is currently vacant and could serve as a temporary overflow shelter for the winter months of 2011/2012 in place of the Edison Way facility.

Washoe County and the City of Reno in conjunction with the Catholic Charities are in discussion regarding their plan and processes of the 2011/2012 winter shelter. The Flood Management Authority has not yet received a formal request from the agencies to house the overflow shelter, but due to the arrival of the cold weather, the request for the use of 5305 Mill St. has been put forth to the Board of Directors for consideration.

If the Board agrees to allow the use of 5305 Mill St. as the temporary overflow homeless shelter, an Interlocal Facility Use Agreement will be forthcoming at the November Flood Management Authority Board meeting.

PREVIOUS ACTION

- | | |
|----------------|--|
| December 2006 | Flood Project Coordinating Committee approved the use of the property located at 85 N. Edison Units 2, 3, 8, and 9 for a temporary overflow homeless shelter for the 2006-2007 winter months. |
| November 2007 | Flood Project Coordinating Committee approved the use of the property located at 85 N. Edison Units 2, 3, 8, and 9 for a temporary overflow homeless shelter for the 2007-2008 winter months. |
| September 2008 | Flood Project Coordinating Committee approved the use of the property located at 85 N. Edison Units 7, 8, and 9 for a temporary overflow homeless shelter for the 2008-2009 winter months. |
| May 2009 | Flood Project Coordinating Committee approved an extension and a one-year automatic renewal of the use of the facility located at 85 N. Edison Way Units 7,8,9 and 155 N. Edison Way Units 5 – 11 for a temporary overflow homeless shelter for the 2009/2010 and 2010/2011 winter months. |

FISCAL IMPACT

There is no fiscal impact with this agenda item.

RECOMMENDATION

It is recommended that the Flood the Flood Management Authority accept the report and provide direction to staff on the possible use of 5305 Mill Street as an overflow homeless shelter for the 2011/2012 winter months.

POSSIBLE MOTION

Move to approve staff recommendation.

Attachment:
Attachment A – Map of Property



**Proposed Temporary Overflow Homeless Shelter
5305 Mill Street**

**Truckee River Flood Management Authority
Financial Report - Fund 211, Operations
as of September 30, 2011**

fiscal year is 25% complete

	Original Budget 2012	Actual as of 9/30/2011	% of Actual to Adjusted Budget
BEGINNING FUND BALANCE, audited	\$21,987,288	\$21,987,288	
REVENUES			
Infrastructure Sales Tax *	\$6,392,000	\$569,617	8.91%
Interest Earnings	26,100	66,642	255.33%
Realized gain on investments	0	6,598	N/A
Unrealized gain on investments	0	151,956	N/A
Rental Income	42,100	9,000	21.38%
Miscellaneous Revenue	4,500	0	0.00%
TOTAL REVENUES	6,464,700	803,814	12.43%
EXPENDITURES			
Salaries and Wages	1,224,578	212,057	17.32%
Employee Benefits	444,062	68,814	15.50%
Services & Supplies **	3,751,800	229,329	6.11%
Computer Software, Capital	0	15,923	
Debt Service Fees	3,000	0	0.00%
TOTAL EXPENDITURES	5,423,440	526,122	9.70%
OTHER USES			
Transfers to Debt Service	2,366,448	589,866	24.93%
Transfers to Infrastructure	16,200,000	0	0.00%
TOTAL OTHER USES	18,566,448	589,866	3.18%
TOTAL EXPENDITURES & OTHER USES	23,989,888	1,115,988	4.65%
NET CHANGE IN FUND BALANCE	(17,525,188)	(312,174)	1.78%
ENDING FUND BALANCE	\$4,462,100	\$21,675,114	
COMBINED FUND BALANCE 211 & 494	\$4,712,124	\$22,012,957	
Funds Transferred to Escrow - UNR Deposit		4,000,000	
UNDESIGNATED COMBINED FUND BALANCE 211& 494		\$ 18,012,957	

* Infrastructure sales tax deposits lag 2 months behind

** Detail for Services & Supplies on next page

**Truckee River Flood Management Authority
Services and Supplies Expenditure Detail, Fund 211
as of September 30, 2011**

fiscal year is 25% complete

	<u>Original Budget 2012</u>	<u>Actual Expenditures</u>	<u>Actual + Encumbered</u>	<u>% of Act'l Exps + Encumb to Adj'd Budget</u>
Professional Services	1,664,600.00	103,235.21	1,356,827.86	81.51%
Lab Testing	12,900.00	21.00	10,625.00	82.36%
Contracted/Temp Services	-	0.00	0.00	N/A
Invest Pool Alloc Ex	4,000.00	2,957.89	2,957.89	73.95%
Service Contract	556,100.00	9,515.49	134,195.77	24.13%
Repairs & Maint (for purchased properties)	40,800.00	62.44	7,362.44	18.05%
Software Maintenance	42,700.00	13,003.00	13,003.00	30.45%
Operating Supplies	10,000.00	108.92	108.92	1.09%
Special Dept. Expense (outreach)	25,500.00	0.00	0.00	0.00%
Copy Machine Expense	35,200.00	3,597.03	11,063.32	31.43%
Office Supplies	11,500.00	92.81	8,092.81	70.37%
Books & Subscriptions	10,900.00	412.39	412.39	3.78%
Postage	500.00	21.09	21.09	4.22%
Express Courier	1,100.00	64.39	64.39	5.85%
Other Expense	3,550.00	4,255.16	15,595.16	439.30%
Printing	8,000.00	59.40	1,000.00	12.50%
Licenses & Permits	3,500.00	0.00	0.00	0.00%
Dept Insurance Deductible	5,000.00	0.00	0.00	0.00%
Network & Data Lines	15,500.00	45.32	45.32	0.29%
Telephone Land Lines	9,900.00	1,662.91	1,662.91	16.80%
Seminars & Meetings	8,800.00	2,115.00	2,115.00	24.03%
Auto Expense	3,000.00	211.19	211.19	7.04%
Cellular Phone	4,400.00	243.38	243.38	5.53%
Dues	2,400.00	195.00	195.00	8.13%
Advertising	22,500.00	136.39	136.39	0.61%
Undesignated Budget	500,000.00	0.00	0.00	0.00
Recruitment	-	2,500.00	2,500.00	N/A
LT Lease-Office Space	102,200.00	34,064.80	102,194.40	99.99%
Food Purchases	2,000.00	22.00	22.00	1.10%
Utilities (for purchased properties)	42,500.00	7,793.23	7,793.23	18.34%
Water/Sewer (for purchased properties)	38,200.00	7,300.63	7,300.63	19.11%
Natural Gas (for purchased properties)	37,800.00	4,495.48	4,495.48	11.89%
ESD Asset Management	700.00	156.00	156.00	22.29%
Equip Srv Replace	-	510.54	510.54	N/A
Equip Srv O&M	3,000.00	743.60	743.60	24.79%
Equip Srv Motor Pool	300.00	0.00	0.00	0.00%
ESD Fuel Charge	2,750.00	856.63	856.63	31.15%
Property & Liability	100,000.00	0.00	0.00	0.00%
Travel	33,900.00	6,300.41	6,300.41	18.59%
Overhead	275,000.00	0.00	0.00	0.00%
Equipment Non-Capital	81,500.00	16,970.05	45,012.55	55.23%
Computers Non-Capital	18,000.00	5,600.00	5,600.00	31.11%
Computer Software	11,600.00	15,922.50	27,956.50	241.00%
TOTAL SERVICES & SUPPLIES	<u>3,751,800.00</u>	<u>245,251.28</u>	<u>1,777,381.20</u>	<u>47.37%</u>

**Truckee River Flood Management Authority
Financial Report - Fund 494, Infrastructure Capital
as of September 30, 2011**

fiscal year is 25% complete

	Original Budget 2012	Actual as of 9/30/2011	% of Actual to Original Budget
BEGINNING FUND BALANCE, audited	\$463,524	\$463,524	
REVENUES			
Interest - Pooled Inv.	46,000	1,953	4.25%
RGL Pooled Inv.	0	200	N/A
URGL Pooled Inv.	0	4,488	N/A
TOTAL REVENUES	46,000	6,641	14.44%
OTHER SOURCES			
Transfer from Truckee Flood Mgmt.	16,200,000	0	0.00%
TOTAL REVENUES & OTHER SOURCES	16,246,000	6,641	0.04%
EXPENDITURES*			
Land and TRAction Projects	7,883,000	8,760	0.11%
Invest. Pool Alloc. Expense	700	89	12.70%
Hidden Valley Home Elevation Project	1,870,000	8,671	0.46%
RSIC Levee/Floodwall Project	134,000	19,978	14.91%
Virginia Street Bridge Visioning	4,300,000	0	0.00%
Tenant Relocation	1,571,800	50,149	3.19%
Tracy Power Plant Restoration	0	39,668	N/A
Living River Parkway	500,000	0	0.00%
Terraces for SE Connector Design	100,000	0	0.00%
McCarran Reclaimed Water Stubout	100,000	0	0.00%
Building Demolition	0	5,007	N/A
TOTAL EXPENDITURES	16,459,500	132,322	0.80%
NET CHANGE IN FUND BALANCE	(213,500)	(125,681)	13.96%
ENDING FUND BALANCE	\$250,024	\$337,843	
COMBINED FUND BALANCE 211 & 494	\$4,712,124	\$22,012,957	
Funds Transferred to Escrow - UNR Deposit		4,000,000	
UNDESIGNATED COMBINED FUND BALANCE 211& 494		\$ 18,012,957	

* Detail for Project Expenditures on next page

**Truckee River Flood Management Authority
Expenditure Detail, Fund 494
as of September 30, 2011**

fiscal year is 25% complete

	<u>Original Budget 2012</u>	<u>Actual Expenditures</u>	<u>Actual + Encumbered</u>	<u>% of Act'l Exps + Encumb to Adj'd Budget</u>
Land and TRAction Projects				
Professional Services	\$ 123,000.00	\$8,760.00	41,892.50	34.06%
Land	7,500,000.00	-	-	0.00%
Construction Contracts	260,000.00	-	-	0.00%
Invest. Pool Alloc. Expense	700.00	88.90	88.90	12.70%
Hidden Valley Home Elevation Project				
Professional Services	40,000.00	8,671.00	99,417.25	248.54%
Homeowner Contract, Phase I	1,830,000.00	-	-	0.00%
RSIC Levee/Floodwall Project				
Professional Services	20,000.00	19,727.03	35,683.50	178.42%
Service Contract	-	28.58	4,339.41	N/A
Repairs and Maintenance	-	-	3,325.00	N/A
Water	14,000.00	-	-	0.00%
Advertising	-	222.14	222.14	N/A
Support Service - Reimbursement	-	-	-	N/A
Construction Contracts	100,000.00	-	-	0.00%
Virginia Street Bridge				
Professional Services	4,300,000.00	-	4,295,756.63	99.90%
Tenant Relocation				
Tenant Relocation Professional Svcs	150,000.00	10,148.95	216,999.10	144.67%
Tenant Relocation Payments	1,421,800.00	40,000.00	40,000.00	2.81%
Tracy Power Plant				
Professional Services	-	39,668.35	206,184.28	N/A
Land Improvements	-	-	-	N/A
Living River Parkway Design				
Professional Services	500,000.00	-	-	0.00%
Terracing Run - SE Connector				
Professional Services	100,000.00	-	-	0.00%
McCarran Reclaimed Water Stubout				
Construction Contracts	100,000.00	-	-	0.00%
Building Demolition				
Service Contract	-	-	947.00	
Repairs and Maintenance	-	5,007.00	5,007.00	N/A
Buildings - Capital	-	-	68,761.00	N/A
TOTAL EXPENDITURES	<u>\$16,459,500.00</u>	<u>\$132,321.95</u>	<u>\$5,018,623.71</u>	<u>30.49%</u>



**TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY
BOARD OF DIRECTORS
STAFF REPORT
MEETING DATE: October 14, 2011**

DATE: October 6, 2011
TO: Flood Management Authority Board Members
THROUGH: Jay Aldean, Interim Director, TRFMA, 850-7470, jaldean@washoecounty.us
FROM: Melissa Faigeles, Natural Resource Planner, TRFMA, 850-7430, mfaigeles@washoecounty.us
SUBJECT: Flood Project Working Group for September 28, 2011

SUMMARY

The Flood Project Working Group is a dedicated group of citizens representing technical experts, engineers, environmental groups, neighborhood and homeowners' associations, federal, state and local agencies, and a variety of other interests who meet monthly to discuss various issues affecting the flood project. The monthly meetings allow the community at large to share ideas, evaluate alternatives, and prioritize projects.

There is no official membership of the Working Group; everyone who attends is considered a member and may participate.

Summary of the September 28, 2011 Working Group Meeting:

Announcements

Melissa Faigeles, Natural Resource Planner, reported that the FMA Board of Directors selected Michael Wolz for the position of General Legal Council at the September meeting. She reported that he has over 18 years of legal experience and most recently served as Senior Deputy Attorney General in the Nevada Attorney General's Office. She also reported that the Edison Way building demolition project funded through a FEMA grant is well underway. 105 Edison Way had been demolished and the demolition of 125 Edison Way was currently out to bid.

Virginia Street Bridge TRAction Project Update

Kerri Lanza, City of Reno, gave a brief update on the Virginia Street Bridge Project. She reported that City of Reno and Flood Project staffs have held a series of public outreach meeting to solicit public input on the five bridge design alternatives. She reported that the pony truss bridge is the bridge design most favored by the public to date. She also reported that the Reno City Council is scheduled to discuss the project and possibly decide on a bridge design alternative at the October 26th meeting.

Army Corps of Engineers Update

Danielle Henderson, Natural Resource Manager, reported that the Alternative Formulation Briefing (AFB) originally scheduled for September 20th had been cancelled. She reported that Corps Headquarters (HQ) cancelled the meeting because they felt that the Sacramento District was not ready for the meeting and that there were concerns over the documents. The AFB has not yet been rescheduled.

Update on Flood Rates

Jay Aldean, Interim Executive Director, gave a PowerPoint presentation on the process for implementing flood fees. He explained the differences between taxes and fees and clarified that the proposed fee would be a regulatory fee. He explained that Nevada Supreme Court cases have found that fees must be based on a defined project. He reported that there are two ways to set the rate: by defining the local Rate Plan as a Modified Corps Alternative 3C or by defining the local Rate Plan by a fixed total project amount (~\$525M). He explained the pros and cons of both alternatives. He reported that the FMA Board of Directors would hold a special meeting to discuss implementing flood fees.

PREVIOUS ACTION

A Working Group report was presented at each FPCC meeting in 2010 and will be presented at each FMA meeting in 2011.

FISCAL IMPACT

There is no fiscal impact for this agenda item.

RECOMMENDATION

It is recommended that the FMA accept this report and provide any direction to the staff on the information presented herein.

POSSIBLE MOTION

Motion to accept the report and/ or provide direction to staff.

Attachment:

- 1 – Working Group Agenda for September 28, 2011
- 2 – Working Group Approved Meeting Minutes for July 27, 2011



TRUCKEE RIVER FLOOD PROJECT **WORKING GROUP**

AGENDA

WEDNESDAY – SEPTEMBER 28, 2011 – 3:00 – 5:00 PM

LOCATION

Truckee River FMA Office
Conference Room
9390 Gateway, Suite 230, Reno, Nevada

1. **INTRODUCTIONS**

2. **APPROVAL OF MINUTES**

Approve Provisional Minutes of the Working Group Meeting of July 27, 2011

3. **ANNOUNCEMENTS**

4. **VIRGINIA STREET BRIDGE TRACTION PROJECT UPDATE**

Kerri Lanza, Senior Civil Engineer, City of Reno

Update and discussion regarding the Virginia Street Bridge Project including visioning, design alternatives, and the public outreach process.

5. **ARMY CORPS OF ENGINEERS UPDATE**

Danielle Henderson, Natural Resource Manager, TRFMA

Discussion and update on recent Corps' activities, project schedule, and the Alternatives Formulation Briefing (AFB).

6. **UPDATE ON FLOOD RATES**

Jay Aldean, Interim Executive Director, TRFMA

Report on the status of the process for implementing flood fees. Discussion regarding the local rate plan to be used as the basis for setting flood fees and determination of the rate plan. A special meeting of the TRFMA Board of Directors will be scheduled in October to discuss this topic.

7. **WORKING GROUP MEMBER COMMENTS, REQUESTS, AND FUTURE AGENDA ITEMS**

TRUCKEE RIVER FLOOD MANAGEMENT WORKING GROUP
July 27, 2011, 3:00 P.M.

FINAL MINUTES

Present:

Name	Representing	Name	Representing
Cynthia Albright	Stantec	Kerri Lanza	City of Reno
Burnham Moffat	FPCC	Marge Frandsen	Hidden Valley HOA
Dody Gustafson	Hidden Valley HOA	Mike Cotter	US Fish & Wildlife
Greg Shannon	Legal Counsel Candidate	Noel Laughlin	HDR
Franco Crivelli	Community Coalition	Jim Litchfield	Director Candidate
Lawrence Meeker	HNTB	Scott Smith	Kleinfelder
Patti Bakker	The Nature Conservancy	Austin Osborne	Storey County
Jon Simpson	Wood Rodgers	Ric Frost	PLPT
Ron Penrose	Truckee Meadows Water Auth.	Bob Ramsey	Rosewood Lakes
Dick Mills	Pick n Pull	Steve Alastuey	Self
Terri Thomas	Eastside Subdivision		

Staff Present: Melissa Faigeles, Jay Aldean, Eric Scheetz, Kevin Gorges, Danielle Henderson, Laura McAuley

1. Introductions

A meeting of the Working Group was held on Wednesday, July 27, 2011 at the Truckee River Flood Management Authority Office Conference Room, 9390 Gateway, Suite 230, Reno, Nevada. Melissa Faigeles welcomed the group and invited everyone to introduce themselves.

2. Approval of Minutes

The minutes of the May 25, 2011 Working Group meeting were submitted for provisional approval. Ms. Gustafson made a motion to approve the minutes as submitted. Mr. Laughlin seconded the motion, which carried unanimously.

3. Announcements

Ms. Faigeles reported that she sent an email announcing that the scoping meeting for the Virginia Street Bridge (VSB) is scheduled for Tuesday, August 2 at 4:00 p.m. Ms. Lanza explained that the meeting would include presentation of the final alternatives for the VSB. She added that public comments would be accepted. She clarified that it would be an open house format where people could come and go and added that informational stations would be set up.

Ms. Faigeles stated that today's agenda is based on the Truckee River Flood Management Authority (TRFMA) meeting of July 14.

4. Executive Director and General Counsel Recruitment Update

Ms. Faigeles reported that recently the Executive Director and General Counsel left the Flood Project so the TRFMA is in the process of hiring replacements. She explained that resumes were received for both positions, which the TRFMA Board short-listed to four top applicants for each position. She stated that in Mimi Fujii-Strickler's absence, Laura McAuley, Administrative Assistant, provided a status report on this item.

Ms. McAuley reported that thirty resumes were received for Executive Director and 23 for Legal Counsel. She stated that the resumes are available online and were part of the agenda book (Executive Director beginning on page 36 and Legal Counsel beginning on page 205) for the July 14 meeting. She reported that the resumes of all applicants were provided electronically to the TRFMA Board on July 8 with a deadline for review and scoring (based on a matrix provided) by the meeting of July 14. Each Director provided a list of his/her top five candidates at the meeting. The results were tallied at the meeting.

Ms. McAuley stated that the top four candidates would be scheduled for interviews (there was a tie for the fifth candidate so only the top four were selected). She explained that the same issue occurred with the candidates for General Counsel. She reported that Ms. Fujii-Strickler would work with Chairman Ron Smith to develop questions for the interviews with input from the Board as desired. She stated that all candidates would be asked the same questions at the next two TRFMA meetings. She added that the Executive Director interviews would be scheduled for October 14 and would be the first item on the agenda. She stated that General Counsel interviews would occur at the regularly scheduled September 9 meeting (again being the first agenda item). She explained that in an effort to conduct the interviews and schedule necessary agenda items, both meetings would begin at 8:00 a.m.

Ms. McAuley reported that the top four candidates to be interviewed for Executive Director are as follows (in alphabetical order):

- Jay Aldean, from Reno, who was present at this meeting
- Jim Litchfield, from Reno, who was present at this meeting
- Ed Mifflin, from Virginia
- Jagdeep Sidhu, from California

She added that the top four General Counsel candidates include:

- Greg Shannon, from Reno, who was present at this meeting
- John Shipman, from Reno
- Steve Smith, from Las Vegas
- Michael Wolz, from Reno

Ms. McAuley summarized that this is the information she has presently on the position and invited questions.

Terri Thomas asked why this process was necessary when the Deputy Director (Jay Aldean) could have moved into the Director position and Greg Salter was serving as General Counsel. Ms. McAuley stated that the Board took a vote on appointing Mr. Aldean to the position and the result was not unanimous, making it necessary to solicit interest in the position.

Ms. Thomas asked what would happen if unanimity is not reached upon interviews. Ms. McAuley stated that she speculates that in that case, the TRFMA Board would have the option to solicit applicants under a new search or appoint Mr. Aldean as Executive Director.

Ms. Thomas expressed her frustration as a resident of Eastside Subdivision, which she stated is one of the hardest hit communities from flooding, as well as being impacted by the Southeast Connector project and stated that residents feel “they are being hit from all sides”. She added that her personal opinion is that the whole process should and could have been avoided because perfectly good candidates were already serving in both roles.

Ms. Faigeles reported that Mr. Salter resigned and took a position as legal counsel for Washoe County Community Development.

Mr. Aldean reported that in discussing staffing, John Sherman recently resigned from the position of Chief Financial Officer (CFO) for the Flood Project. He stated that Mr. Sherman was overburdened due to decreased staffing and the recent decision that Washoe County must provide refunds to Incline Village citizens based on prior tax issues. Mr. Aldean summarized that a CFO would need to be hired.

Ms. Faigeles stated that public comments are always invited at the TRFMA meetings and invited anyone to express their concerns or views to the Board.

5. Update and discussion on Senator Harry Reid’s staff appearance at the July TRFMA meeting.

Ms. Faigeles reported Victor Mercado, of Senator Reid’s office, spoke at the last TRFMA meeting to provide an update on the federal process. Mr. Aldean stated that staff has been working to determine what project is possible and how Senator Reid could assist in the process. He stated that comments have been made that the method being used (to request the 117-year Locally Preferred Plan [LPP] with full cost sharing) would place a great burden on the Senator. He stated that Mr. Mercado from Senator Reid’s local office was present at the last TRFMA meeting.

Mr. Aldean stated that Mr. Mercado reported that we are very close to the Alternatives Formulation Briefing (AFB), which would be followed by release of the report to the public. Mr. Mercado expressed the importance that the TRFMA be in agreement with the Corps’ recommendation of a project. Mr. Aldean stated that if it were widely different, it would be very difficult for Senator Reid to receive the needed votes to get the project authorized.

Mr. Aldean reported that a few years ago, Flood Project staff was not as concerned with what the Corps report said; we simply wanted to finalize a report for delivery to Senator Reid. He added however, that based on the current economy, that will not happen. He summarized that in comparison to disasters in other areas of the country; for instance the Missouri River, New Orleans and others, we would be happy to get our local project authorized. He reported that federal money is tight and there are no earmarks. He added that he has heard locally about Bureau of Reclamation (BOR) projects that were authorized; however, the funding was pulled because there was no project “in the ground”.

Mr. Aldean referred to Eric Scheetz, who recently visited Missouri and actually saw the water being released from the Missouri River. He added that our civil engineer from the Corps’

Sacramento District was recently pulled away to the Missouri project. He stated that based on the mere fact that we still have a finished project, we need to accept the Corps' recommended project. He stated that Mary Connelly from Senator Reid's office recommended that same scenario years ago.

Mr. Aldean stated that by approving the recommendation and getting it into Senator Reid's hands, does not automatically ensure that we will have a project. He invited questions.

Mr. Scheetz provided a brief overview of the Missouri River flooding and impacts. Mr. Aldean explained some of the concepts of the project.

Ric Frost reiterated that Mr. Mercado stressed that if there is not a show of unity amongst the local groups and the Corps, the project would not move forward. Ms. Faigeles agreed that the point was definitely made that all need to be in sync in moving forward to the AFB and for authorization.

Mr. Aldean explained that we would have the opportunity to make comments and requests during the AFB and in the subsequent process. He stated that we need to be careful in how to make the requests and ensure that we are on the same page with the Corps about issues, such as interior drainage. He explained that issues have to be addressed in a manner so that the Corps does not walk away from the project.

Scott Smith asked who would be invited to the AFB. Mr. Aldean reported that it would include representatives from Corps Headquarters from Washington, D.C., Corps Division from San Francisco, Corps District from Sacramento, (approximately 20 Corps representatives), all Flood Project staff, staff from Reno, Washoe County and Sparks, Technical Advisory Committee (TAC) members and TRFMA Board members. He explained that it would not be a public meeting so quorums of any committees could not be present. He added that TRFMA Board members in attendance would include Ron Smith and Bob Larkin.

Mr. Aldean stated that the hope now is to schedule the AFB by the end of September. He added that once the documents are received (which should be any day) by Division, they have a 10-day (working day) review and comment period. The District office will immediately work to address any comments. Following the 10-day period, the document will be provided to Headquarters, which has a 30-day (calendar) review and comment period. He explained that if the AFB is scheduled in September, it would provide an opportunity to move forward on the project prior to the end of the federal fiscal year.

Noel Laughlin mentioned the issue of addressing interior drainage and asked if other "betterments" would be requested. Mr. Aldean explained there is a difference between a betterment and a comment. For instance if we disagree with how the Corps analyzed interior drainage, we would make a comment at the AFB. He noted that there would be an opportunity to request betterments.

Mr. Scott asked if floodwalls were built using only local funds, would the Corps include that in its design. Mr. Aldean stated it would be included in design and construction but cost-shared separately. He added that the Flood Project would assist with prioritization of project elements. Members agreed that it would be a bad idea to have more than one contractor working in an area.

Ron Penrose asked if a list of relatively detailed cost estimates has been developed. Mr. Aldean stated it has not and added that at the last TRFMA meeting, the Board voted to postpone an item to amend the contract with FCS (and CH2M Hill) to provide that level of detail. Mr. Penrose asked for clarification that the Corps' cost estimates are conceptual in nature. Mr. Aldean stated that is correct and briefly explained the process. Ms. Thomas asked why the Board did not approve the amendment. Mr. Aldean clarified that it was postponed based on the length of the meeting and detailed discussion on Alternative 3C. He added that Director Aiazzi made a motion to provide a cost breakdown based on a \$525 million project.

6. Update and discussion on TRFMA support of Alternative 3C (the "100-Year Plan") at the Corps AFB.

Ms. Faigeles summarized that the Corps is currently considering four different alternatives, 50, 75 (National Economic Development [NED] Plan), 100 and 117-year (LPP). She explained that Alternative 3C is the Corps' 100-year plan, which they believe they might be able to recommend to Congress for authorization. She reported that Danielle Henderson would go over the comparisons between Alternative 3C and LPP components.

Mr. Smith mentioned that a couple of meetings ago, it was reported that the Corps would look at other plans and levels of protection to determine the benefit to cost (BC) ratio and asked what happened to that plan. Ms. Henderson agreed and clarified that was the process that led to selection of the 100-year plan based on the BC ratio, as well as the net benefit. She stated it is not in the federal interest to build a project with less than a BC ratio less than one.

Ms. Henderson reported that the 75-year plan is the NED plan; however, they believe they could recommend the 100-year plan, which is Alternative 3C. Mr. Smith asked if the Corps ignored the White Paper presented on "other accounts" submitted by staff. She stated that in staff's opinion, the Corps included a very limited component of what was presented in the "other accounts" document. She added that staff continues to pursue the issue although Headquarters is not interested in the information at this time.

Ms. Henderson stated that we are at the point of a "reality check". She stated that based on the recent flooding disasters in the Midwest and the national economic problems, it will be difficult to receive authorization. She added that even if the LPP were authorized, the community might not be able to afford the local match.

Ms. Henderson summarized that the intention is not to cast aside the LPP; it is to support Alternative 3C, the 100-year plan as a viable alternative and one that is acceptable to the community. She clarified that the "100-year" plan does not actually provide 100-year protection for the entire project area but rather in the Meadows reach. She added that under Alternative 3C, 100-year protection would not be provided for downtown Reno.

Ms. Henderson stated that she believes we are in a position where Corps Division and Headquarters will allow scheduling of the AFB. She stated that the purpose of the AFB is to present the alternatives, ensure they are adequately described, are consistent with Corps policy, and hopefully release the draft General Re-evaluation Report (GRR) and Environmental Impact Statement (EIS) to the public for comment.

Ms. Henderson stated that not only are we trying to get a project authorized, but also to receive the highest level of cost share possible.

Ms. Henderson referred to tables she presented to the Board and to the Working Group, which offer side-by-side comparisons of the LPP and Alternative 3C (the “100-year” plan). She briefly reviewed the Project purpose, which includes:

- Flood risk management
- Ecosystem restoration
- Recreation enhancement
- Fish passage improvement

She explained that the table includes a red “x” for components that are not included in the specific projects. She added that the last three features mentioned above are very similar between the two alternatives. She explained that the most critical differences in the alternatives are related to flood risk management. She referred to the second table, which explains and compares the features of flood risk management, which include:

- Alternative 3C only includes replacement of Virginia Street and Sierra Street Bridges; Lake Street would be replaced by a pedestrian access bridge (with access for maintenance and emergency vehicles); Center Street Bridge would not be included.
- Additional floodwalls and levees would not be built downtown under Alternative 3C – Mr. Aldean stated that floodwalls would have to be built but a determination will have to be made on responsibility for cost. Ms. Henderson explained that the Reno City Council previously agreed they did not want floodwalls and levees that would impact access to the river or aesthetics.
- Alternative 3C does not include temporary closure structures at Booth Street or floodproofing of selected downtown Reno buildings.
- In the Meadows, Alternative 3C does not include the Home Elevation Program for Hidden Valley and Eastside Subdivision areas. Ms. Thomas raised her concern that this item would not be part of the recommended plan. Mr. Aldean explained that the Flood Project would recommend home elevation at the AFB, which would be implemented locally.
- Alternative 3C does not include lengthening Rock or McCarran Bridge. The Corps felt it was more cost-effective to raise the heights of levees and floodwalls upstream of the bridges.
- Alternative 3C does not include realignment of the outlet of the North Truckee Drain (NTD); however, it does include enclosing the NTD.
- Both alternatives include interior drainage facilities to address issues and problems caused by the Flood Project. She added that a plan to address interior drainage issues is under development.

Ms. Henderson stated that staff would negotiate with the Corps to determine which components would be considered betterments. She summarized that we have to build a project that works and provides a benefit to those paying for the project.

Mr. Penrose stated that at some point a project would most likely be authorized and asked if any indication has been provided for when funding might be received. He explained that Truckee Meadows Water Authority (TMWA) received authorization of the Glendale Diversion Project through Water Resource Development Act (WRDA) and 2 ½ years later still never received funding. He added that based on the permit expirations, TMWA moved forward with its own funding to build the project. Ms. Henderson stated that the hope is to receive Congressional authorization in 2012 via WRDA , with appropriations hopefully a year later.

Mr. Aldean stated that Mr. Penrose brings up a good point relating to rates; rates cannot be set on an “authorized” project; the project must be “appropriated” in order to set rates.

Mr. Aldean reported that even if authorization is granted, staff realizes that appropriations would be provided incrementally.

Franco Crivelli cautioned that the community would not be agreeable to paying rates for a less than 117-year project. He suggested that the issue be approached with the right strategy to receive buy-in. Mr. Aldean stated that some residents are less concerned about flood protection than they are about receiving the recreational benefits (i.e. ball fields, trails, etc.). Ms. Henderson agreed that the rate process would be difficult when that time comes. She clarified that the rate system would require audits, as well as judicial review and approval. She stated that the rate discussion is not ready for public release. Mr. Crivelli suggested when presenting information on the project that mention is made that rates are not ready for implementation.

Ms. Henderson stated that comments need to be clear and concise and encouraged Working Group participants to provide input. Mr. Aldean stated that the Board is beginning to discuss the need for public outreach and participation.

Mr. Frost reported that at the TRFMA meeting, Mia O’Connell (lobbyist) stated that the Federal Emergency Management Agency (FEMA) would not support less than 100-year protection downtown. Ms. Henderson stated that there was a miscommunication between Ms. O’Connell and the Board. Mr. Frost expressed his concern related to Mr. Mercado’s recommendation that everyone needs to agree in recommending a project.

Mr. Aldean explained that components deemed necessary would be included in the project even if they had to be locally funded. Ms. Henderson cautioned that the rate has to be affordable so components would have to be prioritized and agreed upon.

Mr. Aldean stated that rates would be based on direct or indirect benefit areas. Patti Bakker asked if direct and indirect would be further defined later. Mr. Aldean stated it would.

Ms. Henderson referred to the project components and stated that the possibility of omitting the lengthening of McCarran and Rock bridges exists because the Corps felt it would be more cost-effective to raise the height of the floodwalls and levees immediately upstream. Dick Mills stated that each item deserves consideration. He added that the North Truckee Drain (NTD) is his biggest concern. Mr. Aldean offered to discuss the NTD under the next agenda item.

Ms. Lanza suggested that the LPP be opened publicly for decisions about which elements to include and which to exclude. Ms. Henderson stated that issue could be requested by the Working Group and TAC; however, the Corps process and rate process are inter-related. She agreed that after the AFB, a discussion should be held.

Ms. Henderson summarized that hopefully we can move forward to the AFB process. Mr. Aldean added that the positive issue is that Alternative 3C would be affordable for the community. The Corps provided a cost estimate for the local share at \$460 million, provided we receive the full federal cost share. He added that money would be available for the betterments selected by the community, such as home elevation, NTD and downtown protection.

Mr. Smith asked how local staff and Board members would present information at the AFB. Mr. Aldean explained that a list of talking points would be developed by staff and added that staff

would do much of the presenting. Ms. Henderson stated that she hopes that some of the Corps' top decision makers would be present at the AFB and be willing to go on record with a decision. She explained that a detailed transcript would be taken at the AFB, which will include the requirements needed to move forward in order to continue the process. Mr. Aldean added that the Corps would have to address every conclusion reached at the AFB.

Bob Ramsey asked if the Corps would factor in the benefit of decreased flood insurance rates for those removed from the FEMA floodplain. Mr. Aldean stated that if it were certified by FEMA criteria, the reduction would be considered. Ms. Henderson reiterated that the Corps would not recommend a protection level less than 100-year for the Meadows.

7. Interior Drainage Update

Mr. Aldean provided a brief presentation, which included Corps maps showing flooding the Corps attributes to interior residual drainage issues. He explained that staff is not in agreement with the results and is working to verify the actual flood levels. He referred to areas of the maps that show riverine versus interior drainage flooding, which is hard to determine. He reported that Flood Project staff recently met with Mark Forest from HDR to discuss the modeling results from the Corps. Mr. Forest advised that the drainage from the North Valleys does not flow straight to the river and showed where drainage actually flows.

Mr. Aldean reported that the maps were not presented to the TRFMA Board because the TAC did not feel they were ready for public presentation based on staff agreeing the results are inaccurate.

Dick Mills stated that he strongly believes the North Truckee Drain needs to be realigned to provide protection to his business and others in the area. He added that stakeholders agreed the confluence needs to be moved downstream in order to prevent flooding. Mr. Aldean stated that Mr. Mills and neighbors would receive 100-year protection from other flood components. He stated that the BC ratios would be reviewed and if Sparks determines the realignment to be beneficial, it will be done.

Noel Laughlin stated that he is experiencing the same frustration because he has been working on the NTD project for the past three years. He explained that there are huge differences between the original model and the new model.

Mr. Aldean reiterated that Mr. Mills' property would be protected from a 100-year flood. Mr. Mills stated he has been told different things over the years and reiterated he would like to see the realignment completed. Mr. Aldean suggested that Mr. Mills request a meeting with John Martini and Neil Krutz from City of Sparks.

Ms. Faigeles offered to schedule this item for further discussion at the next meeting, when Paul Urban is present.

Mr. Aldean stated that the Corps maps would be included in the GRR. Cynthia Albright suggested that a heads up on the issue be provided prior to the AFB. She asked what model is being used. Mr. Aldean stated it is a late-1990/early-2000 HEC-RAS model. Ms. Albright suggested that the model updates could be made during the design process. Mr. Aldean agreed that staff is being very open and upfront in working with the Corps to avoid any surprises.

8. Working Group Member Comments, Requests, and Future Agenda Items

Ms. Thomas asked what the plan is for replacing John Sherman as TRFMA CFO. Mr. Aldean reported that the accounting software has been requisitioned, which is a first step. The next process would be to hire a consultant to provide financial services. He added that Mr. Sherman would recommend a capable firm, possibly Kafoury Armstrong (the County's consultant).

Ms. Faigeles reported that the next Working Group meeting would be scheduled for Wednesday, August 31, 2011. There being no further business, the meeting was adjourned at 5:12 p.m.

Respectfully submitted by,

Niki Linn, Recording Secretary

STEVE FALCONE
Opinion editor

775-788-6383 • SFALCONE@RGJ.COM

LETTERS TO THE EDITOR

» FLOOD CONTROL

**Virginia Street Bridge
is at its 100-year prime**

About the Virginia Street Bridge:

Concrete: It takes 100 years for concrete to reach maximum hardness. The bridge is just at its concrete prime.

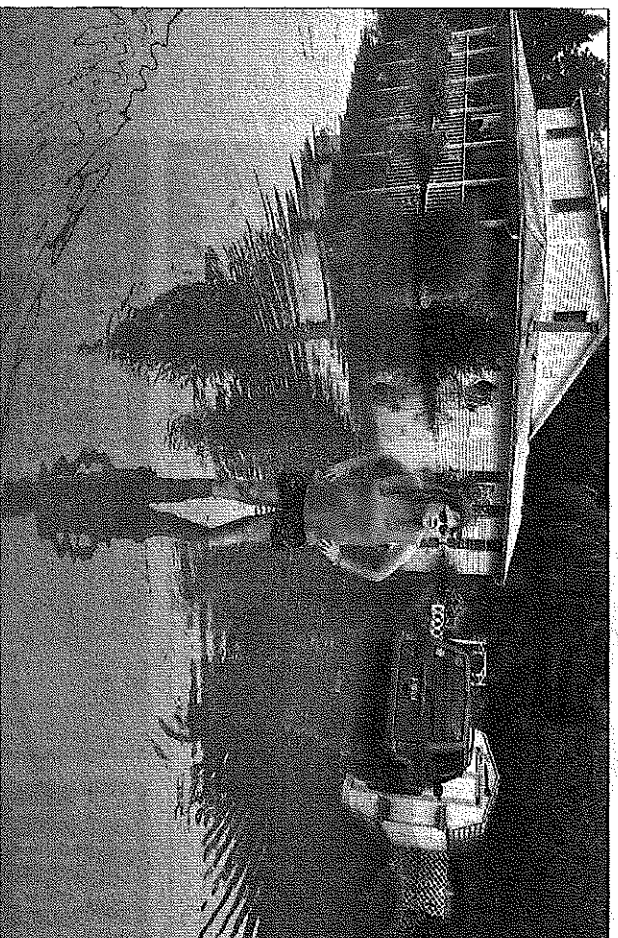
Flooding: The dams in the mountains are now better managed. Also, there was some recent construction on the river, about Keystone. I heard it was for diverting river water to prevent flooding.

Tourism: Years ago, when in board-and-care, I was told that tourists use to come to Reno for divorces. That locals would encourage women to throw their old wedding rings into the Truckee from the bridge, for throwing away the bad marriage, and better luck in the future. The locals would then go gold mining the gold rings. To the extent this is true, the bridge may have tourist value, at least for any such divorcees.

Widening: The bridge has parking on both sides. To widen the bridge for traffic, all you need do is paint the curbs red.

Traffic: The Reno economy is so bad, and getting worst, that no increase in traffic is likely. Just my thoughts.

*Joseph James Phillips
Reno*



By Heather Almsworth, AP

What next? Floodwaters surround Sandra Leaford at her home in Candor, N.Y. Evacuations of more than 20,000 people continued in Binghamton, Johnson City and other areas.



By Eileen Blass, USA TODAY

In West Chester, Pa., Kate Capps, 22, cleans up at Brandywine Picnic Park.

Worst floods in 40 years hit NE

120,000 evacuated in Pennsylvania, N.Y.

By Doyle Rice
USA TODAY

The worst flooding in almost 40 years overwhelmed parts of the interior Mid-Atlantic and Northeast on Thursday, forcing more than 120,000 people in New York state and Pennsylvania to flee their homes as high water closed roads and swamped businesses and homes across the region.

Heavy rain from the remnants of Tropical Storm Lee combined with another weather system to drench the area this week, according to meteorologist Bob Oravec, lead forecaster with the National Weather Service in Camp Springs, Md.

"Some of those areas got tremendous rainfall amounts," Oravec said. Some spots picked up from 6 to 15 inches of rain.

Inflicting a deadly toll

To date, at least 11 deaths have been blamed on the heavy rains.

Four people died in central Pennsylvania, two in northern Virginia, one was killed in Maryland, and four others died earlier when Lee hit the South.

The weather service reported that Elizabethtown, Pa., a few miles southeast of Harrisburg, has received almost 15.4 inches of rain so far this week. Many other areas in Pennsylvania, New York and Maryland have recorded about a foot of rain.

Oravec said the weather trend over the next few days is for "lighter rainfall amounts" across the region.

"There will still be light to moderate precipitation from the lower Great Lakes to the Mid-Atlantic," he said, "but the intensity and amounts will definitely be less."

Even though the heavy rain will lessen, swollen rivers will still take several days to recede.

"Some rivers will take days to fall below flood stage," Oravec said.

The rain has led to the worst flooding in some parts of the interior Northeast since heavy rain from Hurricane Agnes ravaged the area in 1972.

Cities along the Susquehanna River, such as Binghamton, N.Y., and Wilkes-Barre, Pa., are enduring some of the worst of the flooding.

USA's summer is second-hottest

By Doyle Rice
USA TODAY

The USA just endured its hottest summer in 75 years and the second-hottest summer on record, according to data released Thursday afternoon by the National Climatic Data Center in Asheville, N.C.

The average U.S. temperature during the summer of 2011 was 74.5 degrees, which was 2.4 degrees above the long-term (1901-2000) average.

Only the Dust Bowl year of 1936, at 74.6 degrees, was warmer.

Four states — Texas, Oklahoma, New Mexico and Louisiana — had their warmest summer ever recorded, the climate center also reported.

Average temperatures for the summer in Texas and Oklahoma, at 86.8 degrees and 86.5 degrees, respectively, exceeded the previous state average temperature record for any state during any season.

Texas also suffered through its driest summer on record. The state is in the midst of its worst drought since the 1950s. More than 81% of the state is listed as experiencing extreme drought, the worst category, according to Thursday's U.S. Drought Monitor.

Fifteen states in the South and East sweated through one of their top 10 warmest summers on record.

Based on a government index using residential energy demand as an indicator of temperature, "the contiguous U.S. temperature-related energy demand was 22.3% above average during summer," the climate center noted.

Contributing: The Associated Press

At Binghamton, the Susquehanna crested at 25.6 feet early Thursday topping the previous record of 25 feet, set in June 2006. The river is expected to remain at a record level through Monday, the weather service said.

Across New York state, evacuations of more than 20,000 people continued in Binghamton, Johnson City and other areas. Road

closures effectively sealed Binghamton off to outside traffic as emergency responders scrambled to evacuate holdouts who didn't heed warnings to leave neighborhoods.

A retreat to shelters

In Pennsylvania, Stephen Bekanich, emergency management director for Luzerne County, which includes Wilkes-Barre, said 65,000 to 70,000 county residents living along the Susquehanna River were evacuated even though officials are confident that the levees there will hold.

The American Red Cross has set up about 10 shelters for the evacuees.

Stephanie Keshish, 22, of Wilkes-Barre went to a shelter at G.A.R. Memorial Junior and Senior High School early Thursday.

"I think there was just a room full of people when we got here, and it just exploded," said Keshish, who is six months pregnant. She said she was told to bring enough clothing and necessities to last through Sunday.

At ZooAmerica in Hershey Park, flood casualties included two bison siblings, Esther and Ryan. Mindy Bianca, a spokeswoman for Hershey Entertainment and Resorts, said the water rose from inches to feet within minutes. Zookeepers "did everything they could" to save the animals, Bianca said.

Meanwhile, three tropical systems continue to spin in the Atlantic Ocean and Gulf of Mexico, two of which could affect the USA by early next week, said Dennis Felgen of the National Hurricane Center in Miami. While Hurricane Kata is heading out to sea in the Atlantic, both Tropical Storm Maria and Tropical Storm Nate will bear watching.

Maria, located about 560 miles from the Windward Islands in the open Atlantic, is taking a similar path to Hurricanes Irene and Katia, Felgen said, but whether it hits the USA like Irene or curves out to sea like Katia remains uncertain. However, Maria is not forecast to strengthen into a hurricane, at least through the weekend.

Nate remains a "wild card," Felgen said. Located in the Bay of Campeche on Thursday, Nate's forecast track is uncertain, and it could hit anywhere from Mexico to the Gulf Coast next week. The storm is expected to strengthen into a hurricane over the weekend.

Contributing: Marisol Bello; Andrew Seaman in Wilkes-Barre, Pa.; Jennifer Micala, the (Binghamton, N.Y.) Press & Sun-Bulletin; the Associated Press

RGT 9/11/11

- PUBLIC NOTICE -

To: Home Owners, Lenders, Insurance Agents and Real Estate Offices
Re: FLOOD INSURANCE INFORMATION for STOREY COUNTY

- Storey County Community Development (SCCD) - Building Division provides information from Flood Insurance Rate Maps (FIRMs) for flood zone determination on all properties located in Storey County. SCCD is located at 110 East Toll Road on the Virginia City / Gold Hill Divide. Their mailing address is PO Box 526, Virginia City NV 89440. Phone: (775) 847-0966. Please mail or fax your request for information for a specific address to (775) 847-0935. A \$5.00 fee is requested for this service.
- Flood Insurance Rate Maps from the Federal Emergency Management Agency (FEMA) may be obtained online at <http://www.fema.gov/hazard/map/firm.shtm> (printed instructions available from SCCD) or by phoning (800) 358-9616. The FEMA information number is (800) 638-6620.
- A new FEMA Elevation Certificate form is now available at Storey County's Community Development office. This new form is mandatory for all CRS participating communities as of January 1, 2000. Elevation Certificates are required and kept on file at the Storey County Community Development - Building Division for reference on properties within flood zones.
- SCCD can provide base flood elevations as determined by FEMA, brochures and flood informational materials are also available to the public. They also have a brochure from the State Contractor's Board on selecting a contractor.
- Storey County currently has a Class 8 rating. County residents are eligible for a 10-percent flood insurance discount due to that special rating. Storey County scored well for its floodplain management plan, helping to qualify for the special FEMA rating. To receive the discount, residents with flood insurance should contact their insurance agent and outline the county's rating.
- The Storey County Public Library, located in the Virginia City High School at 95 South "R" Street in Virginia City and the Hillside Elementary School Library at 1250 Peri Ranch Road in the Lockwood area, have numerous references on flood insurance, flood protection, and other flood-related matters.
- The U.S. Army Corps of Engineers will review and comment on plans to provide flood protection to individual buildings. Call the Corps' Flood Plan Management Services Branch at (916) 557-6720 for more information.

If you are in a floodplain or have experienced a flood, drainage, or sewer backup problem, check out these sources of assistance.

Dates of Publication: September 9 and September 16, 2011

Comstock Chronical

9-16-11

RENO GAZETTE-JOURNAL

A GANNETT COMPANY

MONDAY, SEPTEMBER 19, 2011

ONLINE AT RGJ.COM

Flood project's future in question

By Jeff DeLong

jdelong@rgj.com

An ambitious plan to control flooding on the Truckee River is at a critical juncture, and economic and political realities could significantly impact the project's scale.

Possible changes are viewed with concern by some Reno officials, who fear important flood control benefits for the city's downtown might disappear.

What appears certain is the entire project envisioned for years by community members and a coalition of local governments, estimated to cost at least \$1.5 billion, is no longer feasible.

"It's got a snowball's chance in hell of ever being recommended" by the U.S. Army Corps of Engineers, said Jay Aldean, interim executive director of the Truckee River Flood Management Authority. "It is not going to happen."

In planning for the last decade and more, the Truckee River flood project is sought as a means to protect the Truckee Meadows from major floods like the one that submerged much of the Reno-Sparks area in January 1997. It caused roughly \$700 million in damage in Washoe County.

See FLOOD, 2A »

WHAT'S NEXT

The future and the features of a Truckee River flood control project are the focus of a teleconference meeting Tuesday between local officials and Army Corps of Engineers representatives in Sacramento and Washington, D.C.

Flood/Meeting will compare proposals with policy

From 1A

Local officials always acknowledged that Army Corps would recommend a project smaller than the so-called "locally preferred plan." But they also were confident U.S. Senate Majority Leader Harry Reid, D-Nev., could push the larger project through Congress, Aldean said.

The nation's economic woes and a changed political landscape that now has the U.S. House of Representatives in Republican control make that highly unlikely, Aldean said. In

July, Reid aide Victor Mercado appeared before the flood authority with the message that its flood control goals must be "in sync" with the Army Corps' recommendations in order to garner Reid's support.

The future and the features of the flood control project are the focus of a teleconference meeting Tuesday between local officials and Army Corps representatives in Sacramento and Washington, D.C.

The "alternatives formulation briefing" is designed to determine whether flood control proposals are in line with Corps policy — a key

step before a project can be advanced to Congress for funding. While a final decision is not expected Tuesday, important directions in how to move forward are, Aldean said.

"It's pretty important for us. This is a milestone," agreed Ron Smith, the Sparks city councilman who chairs the flood authority.

A \$1.2 billion version of the project tentatively identified by Corps officials as cost-effective retains the majority of features of the local flood plan but leaves some big ones out. Among them are construction of downtown Reno floodwalls

and levees and replacement of the Center Street Bridge.

The potential loss of downtown flood control features has people like Reno Councilwoman Jessica Sferrazza worried.

"Everything for Reno, as far as I'm concerned, has essentially fallen out of the plan," Sferrazza said. "I have serious concerns about that."

Both Smith and Aldean said that many of the downtown Reno features of the flood plan, including construction of floodwalls, can probably still occur but may have to be built without any federal funds.

VOICES

STEVE FALCONE
Opinion editor
775-788-6383 • SFALCONE@RGJ.COM

THE OPINION OF THE RGJ EDITORIAL BOARD

This is not time to give up on the flood-control project

The biggest challenge facing those who have been planning the Truckee Meadows flood-control project — besides finding the money to pay for it — has always been fading memories.

It has been nearly 15 years since the devastating New Year's Flood of 1997, and only once has there been even a threat of a repeat.

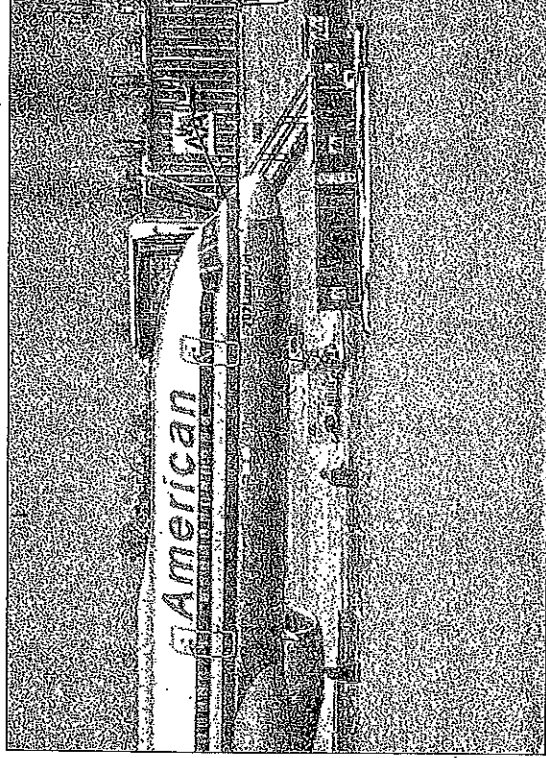
Yet, the danger remains, and it is inevitable that one day — maybe this coming winter, maybe five or 10 years from now — the Truckee River will again leave its banks because of a week of heavy rains or a sudden warming trend that melts the Sierra snowpack too quickly or some other event that sends more water down the Truckee River channel than it can handle. And when it does, the damage will be close to \$1 billion this time, if we don't do something to prevent it.

That's why it is imperative that the community not give up on the flood-control plan developed by a citizens panel a dozen years ago and now close to fruition.

As the chairman of the recently created Flood Management Authority's board of directors, Sparks City Councilman Ron Smith, writes below, "Our community cannot afford to lose this project, and we will not."

The plan developed by the community is comprehensive, and it is realistic. It avoids the mistakes made by many flood-threatened areas of the country that have relied on ever-higher flood walls and levees — structures that eventually fail under the unrelenting onslaught of water.

Instead, the plan will return the Truckee River to something more closely resembling its natural state. Flood walls will be used only where absolutely necessary. In other stretches, the river will



The 1997 flood brought air traffic at Reno-Tahoe International Airport to a standstill. Overall, it inflicted \$700 million in damage. MARILYN NEWTON/RGJ FILE

SNAPSHOT

TOPIC: Remembering 1997

OUR VIEW: Despite the long delay, community plan is critical to protecting the Truckee Meadows.

be allowed to do what comes naturally — it will spread excess water into the flood plain where it will do little damage.

Reno-Sparks residents have done their part. Shortly after the 1997 flood, voters agreed to increase the sales tax in Washoe County by one-eighth of a percentage point to provide seed money for the project. While they've waited — patiently — for the U.S. Army Corps of Engineers to approve the plan, some of that tax money has been used for important pieces of the overall project, such as buying up land that will be used for spillover and successfully restoring several down-river wetlands.

In recent months, an authority has been created to oversee the plan, an authority that will be

able to tax property owners to pay for it. No one likes the idea of additional taxes for any reason, but this is a critical indication that Truckee Meadows residents are willing to do what's necessary to make this plan a reality.

Yes, it's expensive, and in this era of national austerity, the desire of the corps not to spend any more money than it has to is understandable.

But we only have to think back to 1997, when water flowed through the Rosewood Lakes area and closed downtown Reno businesses and Reno-Tahoe International Airport, at a cost of about \$700 million to the community and the federal government.

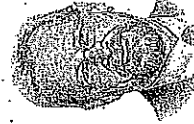
As challenging as the past 15 years may have been, this is no time to give up.

YOUR VOICE: The Reno Gazette-Journal Editorial Board invites your comments on topics we write about. Go to RGJ.com and click on the "Voices" link to share your thoughts.

YOUR TURN

Flood-control project is alive and well

The Truckee River Flood Project might well quote that famous Nevelan Mark Twain, who once said "Reports of my death are greatly exaggerated!" Indeed, the Truckee



River Flood Project is alive and well, despite anyone's beliefs to the contrary.

Following SMITH the flood of 1997, when more than \$700 million in damage was done to homes, businesses and critical public infrastructure in our region, the community came together to fund, design and build an ambitious project to protect the entire region — 50 miles of the Truckee River through the Truckee Meadows. In 1998, a 1/8-cent sales tax was enacted to help fund the project, and since

then, the project has been a model of community involvement, sound planning and persistent advocacy.

To date, almost \$25 million has been spent by us and our partners on river restoration and flood protection features, such as the flood wall and levees in which we partnered with the Reno-Sparks Indian Colony, Walmart and the state of Nevada; 140 acres of land have been purchased in the floodplain on which flood-control features and community recreation facilities will be built, and we have two major flood-control projects currently in the pipeline.

Throughout, we have not wavered in our commitment to ensure that this community does not suffer the same kind of damage again in the future. We have worked as partners with the U.S. Army Corps of Engineers to prioritize our project

and have lobbied with our congressional delegation, under the leadership of Sen. Harry Reid, to keep the funding from the federal government flowing to our region. We have worked to ensure that the 14,000 jobs this project will ultimately produce for our local workers do, in fact, become a reality.

Reno, Sparks and Washoe County leaders all agree that this project deserves our continued support and tireless efforts. This latest setback, in which the Corps of Engineers has delayed a critical meeting, called the Alternatives Formulation Briefing, in order to get additional comments and technical evaluation, is another in a series of challenges that we have faced and overcome. Is it a

problem? You bet. Will we solve it? Definitely. But we won't solve it if we don't remain sharply focused on our spirit of cooperation and our absolute lack of tolerance for failure. Our community cannot afford to lose this project, and we will not.

As we have done in the past, we will redouble our ongoing efforts in working with the corps to finalize the project design — even paying for technical analysis and design work ourselves, if we have to — and we will not rest from keeping the pressure on our partners to help in any and all ways possible to get the project back on track. You can count on it.

Sparks City Councilman Ron Smith is chairman of the Flood Management Authority Board of Directors.

COMING UP

FRIDAY: Columnist Froma Harrop writes that President Obama's deficit-cutting plan is not perfect, but it comes close.