Nevada Tahoe Conservation District

PO Box 915
Zephyr Cove, NV 89448
775-586-1610 x 21

Board Meeting Agenda

March 15, 2018
10:00 AM (estimated 2 hour duration)

Location: Nevada Tahoe Conservation District Office, 915 Dorla Court, Zephyr Cove, NV

Call in Information: (515) 739-1034, code 341249#

Agenda Item

1 Call to Order

2 Supervisor Roll Call

3 Pledge of Allegiance

4 Approval of the Agenda

This is the tentative schedule for the meeting. The Board reserves the right to take items in a different order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay the discussion relating to an item on the agenda at any time.

5 Public Interest Comments (No Action)

Possible Changes to Agenda Order and Timing. Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.

Posted: Nevada Tahoe Conservation District Administrative Office, Douglas County Clerk, Washoe County Clerk, NV Division of Conservation Districts.

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to telephone the NTCD Administrative Office at (775) 586-1610 x21 three days prior to the Board meeting. Please contact Dana Olson at PO Box 915, Zephyr Cove, NV 89448; or email dolson@ntcd.org; or phone 775-586-1610 #21 to obtain supporting material for the agenda. Supporting material may also be found at http://ntcd.org/html/board.php

CONSENT CALENDAR

The consent calendar consists of items 6 and 7 below. Items appearing on the Consent Calendar are items that can be adopted with one motion unless pulled by a Supervisor or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they are making the request. When items are pulled for discussion, they will be automatically placed at the beginning of the Administrative Agenda or may be continued until another meeting.

Motion to approve the Consent Calendar

Agenda Items	Page #
6 Agency Reports, Discussion/Possible Action	
A For Possible Action: Natural Resources Conservation Service (NRCS) report	
B For Possible Action: National Association of Conservation Districts (NACD) report	
C For Possible Action: Department of Conservation and Natural Resources Conservation District Program report	
D For Possible Action: Nevada Association of Conservation Districts (NvACD) report	
7 Discussion/Possible Action (Business)	
A For Possible Action: Approval of the Board of Supervisors meeting minutes for February 15, 2018.	4

ADMINISTRATIVE CALENDAR

Agenda Items		Page #
8	**Consent Calendar items pulled for further discussion** Item(s) pulled from the Consent Calendar will be heard at this time.	
9	**For Possible Action: Approval of the NTCD financial report for February 2018** As of 2/28/17, the District's Fund balance was $107,593. This represents the District's available spendable resources, or assets less liabilities. February had a deficit of $3,142. There was approximately $2000 more General Fund spending by the staff than average and consequently, not as much indirect cost brought in. The District is still looking OK overall at the moment and, besides regular expenses, do not foresee any large expenditures in the near future. This is the District's 8st month of the fiscal year.	8
10	**For Possible Action: Approval of Lower Wood Creek Lake Clarity Crediting Assistance with Washoe County for $50,000** The District will assist Washoe County and their consultant with the Lake Clarity Crediting Program related modeling and reporting for the Lower Wood Creek Water Quality Improvement Project including attending technical advisory and design team meeting, providing design input, and registering the project.	14
11	**For Possible Action: Signing of Nevada Department of State Lands (NDSL) Agreement for Kahle Water Quality Basin Implementation Project** As previously discussed, NDSL has awarded the District $194,250 for the first stage of the Kahle "Complete Street." This contract needs to be signed.	15
12	**For Possible Action: Signing of Nevada Department of State Lands Agreement for Rosewood Creek Continuation Project** As previously discussed, NDSL has awarded the District $31,500 for the Rosewood Creek Continuation to continue monitoring and address additional head cuts in the creek. This contract needs to be signed.	54
13	**For Possible Action: Staff Report**	
14	**Supervisor's Comments**	
15	**Public Interest Comments**	
16	**For Possible Action: Motion to Adjourn**	

Nevada Tahoe Conservation District

PO Box 915
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775-586-1610 x 21

Board Meeting Minutes

February 15, 2018
10:00 AM

Location: Douglas County Library, 233 Warrior Way, Zephyr Cove, NV

Present: Supervisor G. Smith
Supervisor Cook
Supervisor Nelson
Supervisor Martin
Supervisor Sarnoff
M. Kelly, District Manager

Absent: Supervisor Berkbigler
Supervisor McCarthy
Supervisor Perlman-Whyman

Agenda Item

1 Call to Order

2 Supervisor Roll Call

3 Pledge of Allegiance

4 Approval of the Agenda

Agenda items were moved to accommodate the board and Beth Farley. Motion approved by Supervisor Martin, seconded by Supervisor ?. Motion carried unanimously.

5 Public Interest Comments (No Action)

Possible Changes to Agenda Order and Timing. Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.

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Motion to approve the Consent Calendar

Motion approved by Supervisor Martin, seconded by Supervisor Sarnoff. Motion carried unanimously.

Agenda Items

Page #

6 Agency Reports, Discussion/Possible Action

A For Possible Action: Natural Resources Conservation Service (NRCS) report

Livy Coe appreciated the memo submitted by District Manager Kelly and the past grant has been completed successfully as far as he is concerned. As for future funding, he cannot speak directly for continued funding but will definitely support it. Livy will make sure that Curtis from NRCS considers additional funding for the District. Supervisor Martin made the motion that the District board is in support of continued funding for NRCS and invite Curtis Tarver to attend board meetings, seconded by Supervisor Smith. Motion carried unanimously. District Manager Kelly suggested that we invite Curtis Tarver to the July or August board meeting to incorporate a site tour of projects that were moved forward using NRCS funds.

B For Possible Action: National Association of Conservation Districts (NACD) report

C For Possible Action: Department of Conservation and Natural Resources Conservation District Program report

D For Possible Action: Nevada Association of Conservation Districts (NvACD) report

7 Discussion/Possible Action (Business)

A For Possible Action: Approval of the Board of Supervisors meeting minutes for November 30, 2017. 4

B For Possible Action: Approval of the Board of Financials for November 2017. 8

As of 11/30/17, the District's Fund balance was $125,152. This represents the District's available spendable resources, or assets less liabilities. August had a surplus of $14,661. There was approximately $1000 more General Fund spending by the staff than average due to over average number of sick days and holidays. The District bought 2 laptops at a cost of $1,600 and was reimbursed for the theft in September for $1,700. An audit expense of $7000 was paid this month. To balance this, the District received $25,000 from Douglas County. Thank you Douglas County. This was the District's 5st month of the fiscal year.

C For Possible Action: Approval of the NTCD financial report for December 2017. 14

As of 12/31/17, the District's Fund balance was $126,596. This represents the District's available spendable resources, or assets less liabilities. Despite a holiday and more than average vacation time taken by staff, this month had a surplus of $963. This was the District's 6st month of the fiscal

year.

D For Possible Action: Approval of the NTCD financial report for January 2018. 20

As of 12/31/17, the District's Fund balance was $110,731. This represents the District's available spendable resources, or assets less liabilities. January had a deficit of $10,495. This is due a combination of Domi being out on maternity leave, a POOL PACT quarterly payment of $2,223, an audit bill of $3,000, and 2 holidays. Offsetting this, we did receive a $1,870 payment from the insurance company for additional items from the theft this November and District Manager Kelly billed $1000 less than average to the general fund. This was the District's 7st month of the fiscal year.

ADMINISTRATIVE CALENDAR

Agenda Items

Page #

8 Consent Calendar items pulled for further discussion

Item(s) pulled from the Consent Calendar will be heard at this time.

9 For Possible Action: Approval of Audit for Fiscal Year 2017 26

Beth Farley presented the 2017 audit. Not many changes this year with a clean audit opinion with no modifications for audit report. Did not have a single audit this year because the federal awards were under $75,000. No difficulties with audit procedures. Only adjustments were between government wide and fund financial statement. Beth reviewed the statement of net position. Beth Farley discussed the need for Meghan Kelly's oversite of grants that Dana Olson is responsible to continue grant oversite as with all other grants. District Manager Kelly suggested to do an electronic check (via email or form) stating that she checked Dana Olson's grants per month. Supervisor Martin commented that the pension liability is put in to the funds statement for the Nevada legislature and that we are not liable for these funds. The District is not responsible for the contributions and investments. Motion approved by Supervisor Sarnoff, seconded by Supervisor Cook. Motion carried unanimously.

10 For Possible Action: Approval of 4% Cost-of-Living Adjustment (COLA) for all Regular Full-time District staff, effective February, 2018. 55

A COLA has not been awarded to NTCD staff since August 2015. This increase was based on the 2014 annual percentage. Since that time, the annual Consumer Price Index for western urban areas has increased by 5.9%. Motion approved by Supervisor Martin, seconded by Supervisor Sarnoff. Motion carried unanimously.

11 For Possible Action: Staff Report

District Manager Kelly reviewed the work that has been done on the Kahle Basin which has been moving at a much accelerated schedule. This will hopefully be followed up with the Kalhe "Complete Streets" which we are looking for 2 million dollars to complete. District Manager Kelly explained the difficulties of being a grant funded organization and are looking for partnerships to have more consistent work.

12 Supervisor's Comments

Supervisor Cook is wondering what is happening with Washoe County and think they need their involvement.

Supervisor Martin talked about participation of Washoe County and their representation at our meetings. He put a call into Sarah Tone, the public outreach representative for Washoe County regarding the absence of Dwayne Smith and Marsha Berkbigler and remind them the statutory requirement that they participate in our meetings. He will report back on any movement.

Supervisor Nelson had a question about what is happening in the Tahoe Keys regarding herbicide testing. It seems to be at the stand still.

13 Public Interest Comments

14 For Possible Action: Motion to Adjourn

		INCOME AND EXPENSE REPORT	GENERAL FUND	GENERAL FUND		Percent of year =	% of Budget
		NV TAHOE CONSERVATION DIST.	Feb 2018	YTD July 2017 -June 2018	Budget	Variance Favorable (Unfavorable)	67%
	General Fund						
Community Grants-Income							
	Carson City				3,000.00	(3,000.00)	0%
	Douglas County			25,000.00	25,000.00	0.00	100%
	NV Division of Conser. District			4,542.86	4,000.00	542.86	114%
	Washoe County Community Grant					0.00	0%
Total Community Grants-Income			**0.00**	**29,542.86**	**32,000.00**	**(2,457.14)**	92%
Grants-Income						0.00	
	Administration Fee Income					0.00	
	Personnel Cost Income					0.00	
	Wages Weighted Rate-Grant Income					0.00	
	Grants-Income - Other					0.00	
Total Grants-Income			**0.00**	**0.00**		**0.00**	
Income-Pass Thru Subcontractor						0.00	
Interest						0.00	
Miscellaneous Income				(0.01)		(0.01)	
Prior Year Income						0.00	
Services Rendered							
Vehicle Use Income						0.00	
Wage Reimbursements						0.00	
Indirect Cost Income-Ge		**(GL Shows in Expense Category)**	10,156.26	90,281.48	140,500.00	(50,218.52)	64%
		TOTAL INCOME	**10,156.26**	**119,824.33**	**172,500.00**	**(52,675.67)**	**69%**
EXPENSES							
Advertising-Expense						**0.00**	**0%**
Building Expense							
	Building Repairs/Maint-Expense		90.00	765.00	1,680.00	915.00	**46%**
Total Building Expense			**90.00**	**765.00**	**1,680.00**	**915.00**	
Conference & Training-Expense							
	Food			50.00		(50.00)	
	Lodging					0.00	
	Parking					0.00	
	Registration Fees					0.00	
	Travel/Transportation					0.00	
	Conference & Training-Expense - Other			1,125.00		(1,125.00)	
Total Conference & Training-Expense			**0.00**	**1,175.00**	**2,000.00**	**825.00**	**59%**
Deposit Security						**0.00**	
Donation-Expense						**0.00**	
Dues and Subscriptions-Expense							
	Membership/Dues District			101.00		(101.00)	
	Membership/Dues Staff			116.00		(116.00)	
	Dues and Subscriptions-Expense - Other				1,000.00	1,000.00	
Total Dues and Subscriptions-Expense			**0.00**	**217.00**	**1,000.00**	**783.00**	**22%**
Equipment-Expense						0.00	

	Computer Hardware & Software			3,231.81	6,610.00	3,378.19	49%
	Computer Maintenance & Repair				500.00	500.00	0%
	Office Equipment & Furniture					0.00	
	Rental/Leasing Fees Equipment		103.38	2,132.80	5,000.00	2,867.20	43%
	Repairs & Maintenance Equipment					0.00	
	Telephone System					0.00	
	Equipment-Expense - Other			(3,313.96)		3,313.96	
Total Equipment-Expense			**103.38**	**2,050.65**	**12,110.00**	**10,059.35**	**17%**
Indirect Cost		**(See Excel Income Section)**					
	Administrative Cost-Grants					0.00	
	Indirect Cost - Other					0.00	
Total Indirect Cost		**See Revenues above**	**0.00**	**0.00**	**0.00**	**0.00**	**0%**
Insurance-Expense						0.00	
	E&O/Prop/ Liability Insurance			4,516.93	5,000.00	483.07	90%
Total Insurance-Expense			**0.00**	**4,516.93**	**5,000.00**	**483.07**	**90%**
	Meals - Expense			262.57		(262.57)	
	Meetings Epense - Other			15.97		(15.97)	
Meetings Expense			**0.00**	**278.54**	**500.00**	**500.00**	**0%**
Miscellaneous Expense							
Other Expenses					**0.00**		
Professional Fees-Expense							
	Audit			10,000.00	12,500.00	2,500.00	80%
	Accounting			82.13		(82.13)	
	Bank fees		20.62	189.63	600.00	410.37	
	Computer/Software Maintenance						
	Professional Fees-Expense - Other				300.00	300.00	0%
Total Professional Fees-Expense			**20.62**	**10,271.76**	**13,400.00**	**3,128.24**	**77%**
Rents and Leases							
	Office Space Lease		1,250.00	10,000.00	15,000.00	5,000.00	**67%**
	Storage Rents						
	Rents and Leales-Other					0.00	
Total Rents and Leases			**1,250.00**	**10,000.00**	**15,000.00**	**5,000.00**	**67%**
Service Charges				**12.00**		**(12.00)**	**100%**
Subcontractor Fees-Expense						0.00	
	2nd Nature					0.00	
	Biological by Design					0.00	
	High Sierra Water Lab					0.00	
	Hughes Weed Control					0.00	
	Jacobs, Jack P.E.					0.00	
	Nichols Consulting Engineers					0.00	
	Round Hill GID					0.00	
	Other				0.00	0.00	
Total Subcontractor Fees-Expense			**0.00**	**0.00**	**0.00**	**0.00**	
Supplies-Expense							
	Office Supplies			698.79	2,000.00		

	Photocopies						
	Postage and Delivery			(90.12)	1,200.00		
	Publication/Printing			48.79			
	Supplies-Expense - Other			0.54	500.00	499.46	0%
Total Supplies-Expense			**0.00**	**658.00**	**3,700.00**	**3,042.00**	**18%**
Telecommunications							
	Cell Phone					0.00	
	Internet Fees			120.00	150.00	30.00	80%
	Long Distance					0.00	
	Phone Services		371.10	2,422.88	5,000.00	2,577.12	48%
	Telephone-Expense - Other					0.00	
Total Telecommunications-Expense			**371.10**	**2,542.88**	**5,150.00**	**2,607.12**	**49%**
Vehicles-Expense						0.00	
	District Vehicle Use		(155.71)	(1,188.32)	(2,500.00)		
	Fuel-Expense		45.36	469.35	2,000.00	1,530.65	23%
	License & Maintenance			82.68	1,500.00	1,417.32	6%
	Mileage Reimbursement Expense			50.29	100.00		
	Vehicle Fuel Reimbursement Expense						
	Vehicle						
Total Vehicles-Expense			**(110.35)**	**(586.00)**	**1,100.00**	**1,686.00**	**-53%**
Wages							
	Payroll Clearing Account		(585.16)	380.36			
	Wages-Administrator		0.00	856.82			
	Wages - Asst. Dist. Mgr (DO)		5,575.45	42,786.78			
	Wages-ES III (DF)		6,267.84	22,523.38			
	Professional Engineer (MG)		1,029.54	12,247.62			
	Professional Engineer (MK)		1829.32	25,080.07			
	Wages-Staff Engineer		1,782.63	8,958.19			
	Wages - Other		(3.48)	(6.81)			
	Uncompensated Absence-Reimb Exp		(4,479.17)	(26,012.05)			
Total Wages			**11,416.97**	**86,814.36**	**110,000.00**	**23,185.64**	**79%**
Wages-Overhead/Fringe						0.00	
	Long Term Disability		156.23	1,285.31	1,860.00		
Total Wages-Overhead/Fringe			**156.23**	**1,285.31**	1,860.00	**574.69**	**69%**
		Total Wages/Ovrhead	**11,573.20**	**88,099.67**	**111,860.00**	**23,760.33**	**148%**
Revolving Account							
	TOTAL EXPENSES (No Indirect included)		**13,297.95**	**120,001.43**	**172,500.00**	**52,498.57**	**70%**
	NET REVENUE OVER/(UNDER) EXPENSES		**(3,141.69)**	**(177.10)**			
		Fund Balance (total equity)	**$ 107,593**				

Nevada Tahoe Conservation District
Balance Sheet
As of February 28, 2018

	Feb 28, 18	
ASSETS		
Current Assets		
Checking/Savings		
Petty Cash		0.86
Wells Fargo - General 2513204		84,304.42
Total Checking/Savings		84,305.28
Accounts Receivable		
Accounts Receivable		82,669.30
Total Accounts Receivable		82,669.30
Total Current Assets		166,974.58
Other Assets		
Prepaid expenses		1,200.00
Total Other Assets		1,200.00
TOTAL ASSETS		**168,174.58**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable		14,002.95
Total Accounts Payable		14,002.95
Other Current Liabilities		
Deferred Income-Moody donations		806.91
Deferred Income - Demo garden		515.64
Deferred Income - NACD		16,149.68
Direct Deposit Liabilities		994.64
Liab.Uncompensated Absences		21,968.00
Payroll Liabilities		
Medicare Company Payable	14.63	
Medicare Employee Payable	14.63	
NV Unemployment Payable	1,090.27	
Total Payroll Liabilities		1,119.53
Total Other Current Liabilities		41,554.40
Total Current Liabilities		55,557.35
Total Liabilities		55,557.35
Equity		
Opening Balance		11,724.59
Prior Earnings		101,069.74
Net Income		-177.10
Total Equity		112,617.23
TOTAL LIABILITIES & EQUITY		**168,174.58**

Nevada Tahoe Conservation District
A/P Aging Summary
As of February 28, 2018

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
PERS, State of Nevada	7,346.20	0.00	0.00	0.00	0.00	7,346.20
Sustainable Community Advocates	660.00	0.00	0.00	0.00	0.00	660.00
Washoe County Public Works	1,904.85	0.00	0.00	0.00	0.00	1,904.85
Welsh Hagen	0.00	4,092.97	0.00	0.00	0.00	4,092.97
Western Nevada Supply	0.00	0.00	0.00	0.00	-1.07	-1.07
TOTAL	**9,911.05**	**4,092.97**	**0.00**	**0.00**	**-1.07**	**14,002.95**

Nevada Tahoe Conservation District
A/R Aging Summary
As of February 28, 2018

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Caltrans Road RAM	3,086.89	0.00	0.00	0.00	0.00	3,086.89
Douglas Co AQ Kahle	0.00	4,092.97	0.00	0.00	0.00	4,092.97
Douglas Co Kahle	8,141.17	17,119.61	0.00	0.00	0.00	25,260.78
NDEP Pittman Terrace	3,634.30	1,105.20	0.00	0.00	0.00	4,739.50
NDEP Program Reg	845.35	0.00	0.00	0.00	0.00	845.35
NDOT LCCP Reg & Imp	0.00	0.00	3,100.47	0.00	0.00	3,100.47
NDOT Pittman	0.00	0.00	7,682.56	0.00	0.00	7,682.56
NDOT ZC	0.00	0.00	0.00	27.87	2,665.92	2,693.79
NDSL Green St Infrastructure	1,904.85	0.00	0.00	0.00	0.00	1,904.85
NDSL Pittman	2,860.86	1,632.16	0.00	0.00	0.00	4,493.02
TRCD SNPLMA Monitoring	0.00	0.00	0.00	150.15	695.16	845.31
USBOR RWC Continuation	4,791.43	0.00	0.00	0.00	0.00	4,791.43
USFS Kahle	12,043.33	0.00	0.00	0.00	0.00	12,043.33
Washoe Co LCCP Reg TRPA	0.00	0.00	1,295.78	2,283.79	0.00	3,579.57
Wildscape TKM	0.00	0.00	298.38	782.45	2,428.65	3,509.48
TOTAL	**37,308.18**	**23,949.94**	**12,377.19**	**3,244.26**	**5,789.73**	**82,669.30**

Nevada Tahoe Conservation District

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PROJECT SUMMARY
for
Lower Wood Creek Lake Clarity Crediting Assistance

NTCD Program: N/A

Contractual Parties: Nevada Tahoe Conservation District (NTCD) and Washoe County

Contract Amount: Not to Exceed **$50,000** – Subcontractor to Washoe County under Lake Tahoe

Effective Dates: April 1, 2018 – May 31, 2022

Project Summary: NTCD will work closely with Washoe County and their subconsultants in the development and implementation of the Lower Wood Creek Water Quality Improvement Project. Specifically, NTCD staff will assist the County and their consultant with Lake Clarity Crediting Program related modeling and reporting in order to design the most effective project for treating stormwater runoff into Lake Tahoe. NTCD staff will attend technical advisory meetings as well as internal design team meetings, provide design input using the Pollutant Load Reduction Model, and register the project with the Lake Tahoe Info Stormwater Tools once the project is constructed.

Scope of Services Summary: The NTCD's tasks include communication and coordination with the County and their subconsultant to identify a project timeline, NTCD will provide baseline and expected condition modeling inputs and scenarios for PLRM V2.1 to the consultant understanding that upon further review adjustments are expected. NTCD will work with the consultant to develop PLRM alternatives and determine the most effective treatment BMPs based on PLRM results and other considerations, expecting multiple iterations to discover the best treatment BMP combo. Upon completion of the project, NTCD will register the project for clarity credits using the Lake Tahoe Stormwater Tools. Prior to registration, NTCD will perform the appropriate BMP RAM and condition inspections (parcel BMP verifications) required for registration. Project coordination, data sharing and open communication with the consultant is key for a successful project.

Nevada Tahoe Conservation District

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GRANT AND INTERLOCAL AGREEMENT SUMMARY

KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT

NTCD Program: N/A

Contractual Parties: Nevada Tahoe Conservation District (NTCD); Nevada Division of State Lands

Contract Amount: $194,250

Effective Dates: March 16, 2018 – January 31, 2019

Project Summary: Kahle Water Quality Basin Implementation Project is the first phase of a larger multi-phase project that will improve stormwater treatment in Douglas County, make Kahle Drive into a "Complete Street" and restore the Kahle Ditch to a functioning stream environment zone. The Kahle Water Quality Basin Implementation Project is currently designed to 90 percent design and is set to be implemented this summer. The project will replace undersized conveyance pipe and increase the size and function of an existing water quality basin. The project is currently funded by the USFS, Douglas County, and NDOT. The funding award from NDSL covers a shortfall in the construction budget based on the Engineer's estimates. With the receipt of this award, the project will be fully funded and can go out to bid in the coming months. The award will be split as follows: $185,000 to contractor for construction and $9,250 for a 5% administrative fee for NTCD.

A Project Funding Agreement Between the State of Nevada Acting By and Through Its Division of State Lands and the Fund to Protect Lake Tahoe (Grantor)

901 S. Stewart Street, Suite 5003
Carson City, NV 89701
phone: (775) 684-2720
Fax: (775) 684-2721

And

Nevada Tahoe Conservation District (Grantee)

400 Dorla Ct
PO Box 915
Zephyr Cove, NV 89448
phone: (775) 586-1610
Fax: (775) 586-1612

WHEREAS, the Nevada legislature in 2009 authorized the issuance of general obligation bonds in the face amount of $100,000,000 between July 1, 2009 and June 30, 2020 to carry out a portion of the State's share of the Environmental Improvement Program; and
WHEREAS, the Nevada legislature in 2017 extended the deadline for the issuance of the remainder of the general obligation bonds to June 30, 2030; and
WHEREAS, the Nevada legislature authorized the state land registrar to establish a program for the protection of the Lake Tahoe Basin including without limitation: air and water quality; restoration and protection of natural watercourses, wetlands, fisheries, vegetation and forests, prevention and control of erosion and the enhancement of recreational and tourism opportunities in the basin; and
WHEREAS, NRS 321.5956(3) authorizes the state land registrar to enter into a funding agreement or other agreement, within the limits of available money, with non-profit organizations, and other persons or entities to carry out a program to preserve, restore and enhance the natural environment of the Lake Tahoe Basin; and
WHEREAS, programs to enhance, preserve and restore the natural environment of the Lake Tahoe basin may be conducted on public property and privately owned property with the consent of the owner of the property as long as public money is only expended for a public purpose and the public interest is adequately protected; and
WHEREAS, the state land registrar has determined this project is both necessary and in the best interests of the natural environment at Lake Tahoe.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Funding Agreement shall not become effective until and unless approved by the state land registrar and the authorized Nevada Tahoe Conservation District representative.
2. DEFINITIONS. "Grantor" means the Nevada Division of State Lands, its officers and employees. "Grantee" means the Nevada Tahoe Conservation District.
3. FUNDING AGREEMENT TERM. This Funding Agreement shall be effective from March 16, 2018 to January 31, 2019, unless sooner terminated by either party as specified in paragraph 9 herein.
4. NOTICE. All notices or other communications required or permitted to be given under this Funding Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the responsibilities, and duties of each party as well as the scope of the project shall be specifically described; this Funding Agreement incorporates the following attachments in descending order of constructive precedence;

ATTACHMENT A: Nevada Tahoe Conservation District – Kahle Water Quality Basin Implementation Project - Summary & Special Conditions

ATTACHMENT B: Tahoe Bond Act Regulations – LCB File No. R040-12-02, NAC 321.300-365

ATTACHMENT C: Original Grant Application submitted by Meghan Kelly, Nevada Tahoe Conservation District on November 16, 2017 and revised budget submitted February 15, 2018.

6. COST: Grantor agrees to provide a maximum of $194,250 of the funds actually expended and necessary for the construction of the described project contingent upon Grantee's compliance with all of the terms and conditions herein. See attachment A for description.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Funding Agreement are also specifically a part of this Funding Agreement and are limited only by their respective order of precedence and any limitations specified.

8. INSPECTION & AUDIT.

a. Books and Records. Grantee agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to Grantor, or its authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Grantee agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices, financial statements and supporting documentation shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Grantee where such records may be found by Grantor's designated representative.

c. Period of Retention. All books, records, reports, and statements relevant to this Funding Agreement must be retained a minimum of three years. The retention period runs from the date of Grantor's last grant payment, or from the date of termination of the Funding Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. FUNDING AGREEMENT TERMINATION.

a. This Funding Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature. The Grantor may terminate this Funding Agreement, and Grantee waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding from Grantor is not appropriated or is withdrawn, limited, or impaired.

b. Grantor may only terminate this project agreement as specified in paragraph 18 of the incorporated attachment A, the project funding agreement. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Funding Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or if Grantee becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or if it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Grantee, or any agent or representative of Grantee, to any officer or employee of the State of Nevada with a view toward securing a funding agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such funding agreement, then this funding agreement may be immediately terminated by the Grantor.

i. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 30 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

ii. Winding Up Affairs Upon Termination. In the event of termination of this Funding Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

aa. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Funding Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ba. Grantee shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Grantor;

ca. Grantee shall execute any documents and take any actions necessary to effectuate an assignment of this Funding Agreement if so requested by the Grantor;

10. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases.

11. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Funding Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Funding Agreement after the intervening cause ceases.

12. INDEMNIFICATION. To the fullest extent permitted by law, Grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Grantee, its officers, employees and agents for this funding agreement.

13. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Funding Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

14. SEVERABILITY. If any provision contained in this Funding Agreement is held to be unenforceable by a court of law or equity, this Funding Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Funding Agreement unenforceable.

15. ASSIGNMENT. Grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Funding Agreement without the prior written consent of the State.

16. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Grantee may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

17. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Funding Agreement:

a. Grantee certifies, by signing this Funding Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Grantee shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Grantee shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

18. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Funding Agreement on behalf of each party has full power and authority to enter into this Funding Agreement. Grantee acknowledges that as required by statute or regulation this Funding Agreement is effective only after approval by the Division of State Lands Administrator and only for the period of time specified in the Funding Agreement. Any services performed by Grantee before this Funding Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

19. GOVERNING LAW; JURISDICTION. This Funding Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Grantee consents to the jurisdiction of the Nevada district courts for enforcement of this Funding Agreement.

20. ENTIRE FUNDING AGREEMENT AND MODIFICATION. This Funding Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Funding Agreement specifically displays a mutual intent to amend a particular part of this Funding Agreement, general conflicts in language between any such attachment and this Funding Agreement shall be construed consistent with the terms of this Funding Agreement. Unless otherwise expressly authorized by the terms of this Funding Agreement, no modification or amendment to this Funding Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Funding Agreement to be signed and intend to be legally bound thereby.

Charles Donohue — 3/1/18

Charles Donohue - Grantor Signature
Division of State Lands - Administrator

Date

Grantee Signature
Nevada Tahoe Conservation District

Date

Title

ATTACHMENT A

Kahle Water Quality Basin Implementation Project (FTPLT 18-001)
Summary & Special Conditions

GRANTEE:	Nevada Tahoe Conservation District
Project Number:	FTPLT 18-001
Project Title:	Kahle Water Quality Basin Implementation Project
Period Covered By This Agreement:	March 16, 2018 – January 31, 2019
Tax ID Number:	33-1044148

Project Cost:

A.	Estimated Project Cost (Planning, Design and Construction)	$ 1,407,250.00
B.	Local Share of Project Cost	$ 1,213,000.00
C.	State Share of Project Cost	$ 185,000.00
D.	State Share of Administration costs	$ 9,250.00
E.	**Total State Grant (C plus D)**	**$ 194,250.00**

Refer to A: Planning, Design & Construction Costs are currently estimated at $1,407,250.00.

Refer to B: Local Share is responsible for the ACTUAL costs of planning, design, construction engineering and a portion of construction. This is currently estimated to be $1,213,000.00. However, these costs will adjust to actual expenditures.

Refer to C: The Nevada Division of State Lands (Division) is responsible for the costs of a portion of construction. This is currently estimated to be $185,000.00. Construction and costs will adjust to actual expenditures, not to exceed $185,000.00 unless the grant is amended by the Nevada Division of State Lands.

Refer to D: Administrative costs – 5% of Project Cost (not including Local Share of Project Cost), is estimated at $9,250.00. NTCD will receive 5% of the State Share of Project Costs to aid in covering administrative costs directly related to this project. NTCD is not required to match any portion of this 5%. These administrative costs will adjust to actual expenditures of the project construction, not to exceed $9,250.00 unless grant is amended by the State.

Project Scope (Brief Description of Project)

The overall goal of the project is to improve the treatment of stormwater runoff in Kahle Basin by increasing basin treatment capacity and effectiveness and improving conveyance capacity along Kahle Drive. The project may include expanding the size and treatment function of the basin, replacing the undersized conveyance pipe, replacing a storm drain manhole, constructing a sediment forebay and spillway, and planting native wetland vegetation.

ATTACHMENT A

TERMS AND CONDITIONS

In addition to the terms and conditions listed on pages 2-5, the GRANTOR & GRANTEE mutually agree to perform this Agreement with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps and assurances produced during the planning and design process and hereby made a part hereof. This agreement is made and entered into between the State of Nevada, represented by the Nevada Division of State Lands (GRANTOR) and the Nevada Tahoe Conservation District (GRANTEE).

1. In the event the GRANTEE does not make available to the GRANTOR all necessary information to finalize the project agreement within (6) months from the beginning date of this Agreement; this Agreement is null and void.

2. The GRANTEE hereby promises, in consideration of the promises made by the GRANTOR herein, to execute the project described above in accordance with the terms of the Agreement.

3. The Project shall be operated and maintained by the GRANTEE for at least 20 (twenty) years after Project completion. Project elements lasting longer than 20 years shall be maintained for the life of the structure. The GRANTEE shall submit a yearly maintenance report that identifies the facilities maintained (including number of times per year), volume of material removed and general breakdown of maintenance costs. The GRANTOR may require repayment of a pro-rata share of the grant amount for any period of time that the project will not perform within design criteria and specifications due to a lack of maintenance.

4. Work performed prior to the period specified in the "Project Agreement" may be eligible for reimbursement through Tahoe Bond Act provided:

    a. The applicant provides documentation detailing the work performed;
    b. The applicant provides documentation that the work performed related directly towards project implementation;
    c. The work performed is considered eligible for reimbursement per regulations NAC 321.300 through NAC 321.365; and
    d. The total grant amount specified in the project agreement does not increase.

5. The GRANTOR shall receive as-built drawings completed by the Applicant showing all facilities and structures constructed as part of the Project including summary report with information requested by the GRANTOR. This information will need to be submitted electronically, in addition to the hard copy.

6. Requests for funds exceeding this grant amount requires an amendment to this agreement and must be approved by the GRANTOR.

7. Grant payments are on a reimbursement basis only. Requests for reimbursements must utilize the "Outlay Report and Request for Reimbursement for Construction Program" provided by the GRANTOR. All reimbursements must include supporting documentation, including, but not limited to, invoices, receipts details outlining the basis for the

expenditures, and the signature of the official responsible for approving the expenditures. The GRANTOR reserves the right to request any additional information, related to project expenses that the GRANTOR determines is necessary to process a grant payment.

8. The Nevada Division of State Lands shall be billed at least quarterly through the period of this agreement.

9. The GRANTOR may audit project records or it's designate. All records must be retained a minimum of 3 (three) years after the completion of work on the Project. The GRANTOR reserves the right to require that the records be kept for a longer period of time.

10. The GRANTOR will be invited to attend all major project issue meetings:

    Division of State Lands
    Attn: Meredith Gosejohan
    Water Quality Coordinator
    901 South Stewart Street, Suite 5003
    Carson City, NV 89701
    (775) 684-2725

11. The GRANTOR will be notified immediately of any changes regarding the cost of the project or the scope of work.

12. The GRANTEE is responsible for obtaining all permits, easements and other private and governmental agency approvals required for the Project prior to the commencement of construction.

13. To the fullest extent permitted by law, the GRANTEE agrees to indemnify, hold harmless and defend the GRANTOR, it's officers, employees, agents and invitees from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the GRANTEE, its officers, employees and agents.

14. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

16. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Termination: The GRANTOR may terminate this Agreement for reason of default by the GRANTEE. Any of the following events shall constitute default:

    a. Termination of the grant by reason or fault of the GRANTEE;
    b. Failure by the GRANTEE to observe any of the covenants, conditions, or warranties of this Agreement and its incorporated provisions;
    c. Failure by the GRANTEE to make progress on the project within the Period covered by this agreement;
    d. Unsatisfactory financial conditions of the GRANTEE which endanger the performance of the grant; and/or
    e. Delinquency by the GRANTEE in payments to contractors, except for those payments to contractors which are being contested in good faith by the GRANTEE.
    f. If the Project is not completed, the GRANTEE is required to reimburse the GRANTOR for funds expended for those portions of the Project that will not stand on their own, as determined by the GRANTOR.
    g. The GRANTOR shall give notice to the GRANTEE if the GRANTEE is in default in the performance of any of the duties of the GRANTEE described in this agreement. The GRANTEE shall have 30 days from receipt of notice to remedy the default, and if the GRANTEE cannot remedy the default within such period of time, the GRANTOR may terminate this agreement. The right of the GRANTOR to terminate this agreement shall not impair any other rights or remedies at law or equity the GRANTOR may have against the GRANTEE under this agreement or under the law. No waiver of any default by the GRANTOR under this contract shall be held to be a waiver of any other subsequent default by the GRANTEE. All remedies afforded under this contract are cumulative; this is in addition to every other remedy provided therein or under the law.

18. The GRANTEE will furnish quarterly progress reports and such other information as the grantor agency may require to ensure regular communication with the State adhering to the following schedule:

    - 1st Quarter January 1 - March 31 — Due April 30
    - 2nd QuarterApril 1 - June 30 — Due July 30
    - 3rd Quarter July 1 - September 30 — Due October 30
    - 4th Quarter October 1 - December 31 — Due January 30

19. At a minimum the GRANTOR will be notified and given the opportunity to review the project design and construction at multiple project milestones:

    - Project initiation after grant award
    - Completion of 25%, 50% and 90% of the Project design
    - Final design, including report, prior to advertisement and award of construction contract
    - Completion of 25%, 50%, and 75% of construction
    - Project completion prior to release of contractor

20. The GRANTEE will provide and maintain competent and adequate engineering supervision during the design phase of the project, as well as inspection at the construction site to insure that completed work conforms to the approved plans and specifications.

21. The laws of the State of Nevada shall govern this Agreement.

Attachment B

PROTECTION OF LAKE TAHOE BASIN

NAC 321.300 Definitions. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) As used in NAC 321.300 to 321.365, inclusive, unless the context otherwise requires, the words and terms defined in NAC 321.305 to 321.333, inclusive, have the meanings ascribed to them in those sections.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R004-02, 3-19-2002)

NAC 321.305 "Committee" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "Committee" means the Technical Advisory Committee established by the Division pursuant to NAC 321.355.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R040-12, 9-14-2012)

NAC 321.315 "Division" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "Division" means the Division of State Lands of the Department of Conservation and Natural Resources.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98)

NAC 321.323 "Local government" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "Local government" means any political subdivision of this state, including, without limitation:

1. Counties;
2. Incorporated cities and towns, including Carson City;
3. Unincorporated towns; and
4. General improvement districts and other districts.

(Added to NAC by St. Land Registrar by R004-02, eff. 3-19-2002)

NAC 321.325 "Matching contribution" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "Matching contribution" means money or anything of value, including, without limitation, the use of personnel, materials or equipment of the applicant.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98)

NAC 321.327 "Nonprofit organization" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "Nonprofit organization" means an entity or organization that is exempt from taxation under section 501(c)(3) of the Internal Revenue Code, 26 U.S.C. § 501(c)(3).

(Added to NAC by St. Land Registrar by R004-02, eff. 3-19-2002)

NAC 321.330 "Project" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "Project" means a project that is listed in the "Environmental Improvement Program" of the Tahoe Regional Planning Agency and may include a project for:

1. The improvement of water quality in the Lake Tahoe Basin; or
2. The restoration or enhancement of natural watercourses or stream environment zones in the Lake Tahoe Basin.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R004-02, 3-19-2002; R040-12, 9-14-2012)

NAC 321.332 "State agency" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "State agency" means any agency, department or division of the executive department of this state. The term includes the University and Community College System of Nevada.

(Added to NAC by St. Land Registrar by R004-02, eff. 3-19-2002)

NAC 321.333 "Stream environment zone" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "Stream environment zone" means an area that meets the criteria for a stream environment zone set forth by ordinance of the Tahoe Regional Planning Agency adopted pursuant to NRS 277.200.

(Added to NAC by St. Land Registrar by R004-02, eff. 3-19-2002; A by R040-12, 9-14-2012)

NAC 321.340 Award of grants of money; entry into contracts or agreements; matching contributions. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001)

1. The State Land Registrar will, pursuant to NAC 321.300 to 321.365, inclusive:

(a) Award grants of money from the sale of general obligation bonds of this State issued pursuant to section 1 of chapter 514, Statutes of Nevada 1999, and section 1 of chapter 431, Statutes of Nevada 2009, to; and

(b) Enter into contracts or agreements in accordance with section 3 of chapter 514, Statutes of Nevada 1999, as amended by section 5 of chapter 25, Statutes of Nevada 2001, with, state agencies, local governments, nonprofit organizations and other persons or entities to carry out projects.

2. An applicant for a grant of money pursuant to NAC 321.300 to 321.365, inclusive, shall provide a matching contribution to the project of not less than 25 percent of the total cost of the project, except that a state agency is not required to provide a matching contribution.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R022-00, 5-4-2000; R004-02, 3-19-2002; R040-12, 9-14-2012)

NAC 321.345 Grants of money: Solicitation of applications; initial determination of eligibility; submission and contents of application. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001)

1. The State Land Registrar will periodically:

(a) Solicit applications from state agencies, local governments, nonprofit organizations and other persons or entities for grants of money from the sale of general obligation bonds issued pursuant to section 1 of chapter 514, Statutes of Nevada 1999, and section 1 of chapter 431, Statutes of Nevada 2009; and

(b) Establish deadlines for the submission of those applications.

2. Before a state agency, a local government, a nonprofit organization or any other person or entity may submit an application for a grant of money for a proposed project, the state agency, local government, nonprofit organization or other person or entity must submit a preapplication to the Division for an initial determination by the State Land Registrar of the eligibility of the proposed project to qualify for a grant. In making an initial determination of the eligibility of a proposed project to qualify for a grant, the State Land Registrar will consider the following criteria, without limitation:

(a) Whether the proposed project is listed in the "Environmental Improvement Program" of the Tahoe Regional Planning Agency;

(b) Whether the proposed project is of benefit to the general public as determined by the State Land Registrar; and

(c) Whether the proposed project will treat stormwater runoff that impacts surface water bodies or Lake Tahoe.

Upon the initial determination by the State Land Registrar that a project is eligible to qualify for a grant, the applicant may submit an application for a grant of money for the proposed project.

3. An application by a state agency, a local government, a nonprofit organization or any other person or entity for a grant pursuant to NAC 321.300 to 321.365, inclusive, must be submitted to the Division and include, without limitation:

(a) A completed application package on forms provided by the Division;

(b) The amount of money requested for the project;

(c) The total projected cost of the project, including, without limitation, the estimated costs for planning, design, acquisition and construction;

(d) A detailed description of:

(1) If the applicant is a local government, a nonprofit organization or any other person or entity other than a state agency, the matching contribution that is required for the project pursuant to NAC 321.340; or

(2) If the applicant is a state agency, the matching contribution obtained for the project, if any;

(e) A detailed description of the project;

(f) Identification of any land, lease or easement that must be acquired to carry out the project;

(g) A map of the location of the project;

(h) A statement regarding the conformity of the project to all applicable local and regional land use plans;

(i) Evidence that the project is included within the "Environmental Improvement Program" of the Tahoe Regional Planning Agency;

(j) A plan for the operation and maintenance of the project for a period of not less than 20 years;

(k) If the project will impact how stormwater is transmitted to surface water bodies and Lake Tahoe, a detailed description of the impact;

(l) A detailed description of how the project conforms to the guidelines and objectives described in the application package; and

(m) A detailed description of the environmental and public benefits of the project.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R022-00, 5-4-2000; R004-02, 3-19-2002; R040-12, 9-14-2012)

NAC 321.355 Criteria for evaluation of projects. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001)

1. The State Land Registrar will appoint a Technical Advisory Committee. The members of the Committee serve at the pleasure of the State Land Registrar.

2. For each periodic solicitation of applications by the State Land Registrar pursuant to subsection 1 of NAC 321.345, the Committee shall:

(a) Evaluate the feasibility of each project for which the Division has received an application pursuant to the solicitation and the estimated costs and benefits of the project pursuant to the following criteria:

(1) The benefit to the water quality of Lake Tahoe, including, without limitation, how the project:

(I) Will address a significant problem relating to water quality;

(II) Will result in a demonstrated reduction in the total maximum daily load for stormwater pollutants of concern as determined by the Division of Environmental Protection of the State Department of Conservation and Natural Resources, in surface water bodies and Lake Tahoe; and

(III) Will address impaired stream environment zones.

(2) The adequacy of the design of the project, including, without limitation, whether the proposed project:

(I) Incorporates cost-effective measures and innovative approaches to target stormwater pollutants; and

(II) Restores, preserves and enhances stream environment zones to the maximum extent possible.

(3) The comprehensive approach of the project, including, without limitation, whether all identifiable pollutant issues relating to water quality are considered in the project.

(4) The long-term viability of the project, including, without limitation, the ability of the applicant to inspect, operate and maintain the project.

(5) The ability of the applicant to carry out the project in a timely manner.

(6) If appropriate, whether the project includes any monitoring system for assessing the effectiveness of the project and the project's components.

(7) The amount of cooperation and support for the project from persons other than the applicant, including, without limitation:

(I) Federal, state and local governmental agencies; and

(II) Private landowners.

(8) The amount of a matching contribution to the project that will be provided by the applicant.

(9) The benefits to the public.

(10) The extent that the project meets the objectives and guidelines set forth in the application package provided by the Division.

(b) Recommend to the State Land Registrar the amount of a grant, if any, for the project.

(c) Prepare a preliminary list that ranks projects for which applications have been submitted pursuant to a solicitation in order of priority for the awarding of grants.

3. The Division shall make the preliminary list of prioritized projects prepared by the Committee pursuant to paragraph (c) of subsection 2 available for public review and comment.

4. The State Land Registrar will hold one or more hearings with respect to a preliminary list if the State Land Registrar deems it necessary.

5. The State Land Registrar will:

(a) Prepare a final list of prioritized projects for the award of grants based on public comments and any recommendations received from the Committee; and

(b) Make the final list of prioritized projects available to the public.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R004-02, 3-19-2002; R040-12, 9-14-2012)

NAC 321.360 Agreement between state land registrar and recipient of grant. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001)

1. The State Land Registrar will appoint a Technical Advisory Committee. The members of the Committee serve at the pleasure of the State Land Registrar.

2. For each periodic solicitation of applications by the State Land Registrar pursuant to subsection 1 of NAC 321.345, the Committee shall:

(a) Evaluate the feasibility of each project for which the Division has received an application pursuant to the solicitation and the estimated costs and benefits of the project pursuant to the following criteria:

(1) The benefit to the water quality of Lake Tahoe, including, without limitation, how the project:

(I) Will address a significant problem relating to water quality;

(II) Will result in a demonstrated reduction in the total maximum daily load for stormwater pollutants of concern as determined by the Division of Environmental Protection of the State Department of Conservation and Natural Resources, in surface water bodies and Lake Tahoe; and

(III) Will address impaired stream environment zones.

(2) The adequacy of the design of the project, including, without limitation, whether the proposed project:

(I) Incorporates cost-effective measures and innovative approaches to target stormwater pollutants; and

(II) Restores, preserves and enhances stream environment zones to the maximum extent possible.

(3) The comprehensive approach of the project, including, without limitation, whether all identifiable pollutant issues relating to water quality are considered in the project.

(4) The long-term viability of the project, including, without limitation, the ability of the applicant to inspect, operate and maintain the project.

(5) The ability of the applicant to carry out the project in a timely manner.

(6) If appropriate, whether the project includes any monitoring system for assessing the effectiveness of the project and the project's components.

(7) The amount of cooperation and support for the project from persons other than the applicant, including, without limitation:

(I) Federal, state and local governmental agencies; and

(II) Private landowners.

(8) The amount of a matching contribution to the project that will be provided by the applicant.

(9) The benefits to the public.

(10) The extent that the project meets the objectives and guidelines set forth in the application package provided by the Division.

(b) Recommend to the State Land Registrar the amount of a grant, if any, for the project.

(c) Prepare a preliminary list that ranks projects for which applications have been submitted pursuant to a solicitation in order of priority for the awarding of grants.

3. The Division shall make the preliminary list of prioritized projects prepared by the Committee pursuant to paragraph (c) of subsection 2 available for public review and comment.

4. The State Land Registrar will hold one or more hearings with respect to a preliminary list if the State Land Registrar deems it necessary.

5. The State Land Registrar will:

(a) Prepare a final list of prioritized projects for the award of grants based on public comments and any recommendations received from the Committee; and

(b) Make the final list of prioritized projects available to the public.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R004-02, 3-19-2002; R040-12, 9-14-2012)

NAC 321.365 Authorized and prohibited uses of grant. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001)

1. Except as otherwise provided in subsection 2, the recipient of a grant pursuant to NAC 321.300 to 321.365, inclusive, may use the money from the grant to pay for:

(a) All expenses related directly to the project, including, without limitation, expenses related to the planning, design and construction of the project;

(b) Monitoring the effectiveness of projects funded pursuant to section 3 of chapter 514, Statutes of Nevada 1999, if the State Land Registrar determines such monitoring to be necessary; and

(c) The administrative costs of the project, not to exceed 5 percent of the cost of the project to the State.

2. The recipient of a grant pursuant to NAC 321.300 to 321.365, inclusive, shall not use the money from the grant to pay for:

(a) Any planning activities which are not directly related to the design, engineering and implementation of the project;

(b) The purchase of new equipment, unless the State Land Registrar has determined that the purchase of the new equipment is necessary to monitor the effectiveness of the project;

(c) Paving, unless the paving is approved by the State Land Registrar to address water quality issues;

(d) The acquisition of land, unless such an acquisition is determined by the State Land Registrar to be an integral component of the project;

(e) Any work required by a public agency as mitigation or as a condition of the approval of any other project;

(f) Any component of the project that is determined by the State Land Registrar not to benefit the public;

(g) Installation of best management practices on private property as required by the Tahoe Regional Planning Agency; or

(h) Any other expenses determined by the State Land Registrar not to be necessary to carry out the purposes of this chapter.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R004-02, 3-19-2002; R040-12, 9-14-2012)

Kahle Water Quality Basin Implementation Project - Revised Feb 2018								
Category	Total Hours	Rate	USFS SNPLMA Rnd 12	Douglas County Mitigation Funds	NDOT	NDSL	SSTMA	Total Budget
Senior Project Engineer	464	*up to $62.90*	$10,314.16	$12,580.08	$6,290.04	$0 00	$0.00	$29,184.28
Project Engineer	371	*up to $49.15*	$5,406.59	$7,913.28	$4,915 08	$0 00	$0 00	$18,234.95
Staff Engineer	296	*up to $38.13*	$3,846.27	$4,386.58	$3,050.26	$0 00	$0.00	$11,283.11
ES IV	33	*up to $50.40*	$0.00	$75.60	$1,575 73	$0 00	$0 00	$1,651 34
ES III	90	*up to $38 85*	$1,553.90	$1,553.90	$388.48	$0 00	$0 00	$3 496 28
Wages (salary and fringe)			$21,120.93	$26,509.45	$16,219 58	$0 00	$0 00	**$63,849.96**
Personnel Costs		14 50	$3,062.53	$3,843.87	$2,351 84	$0 00	$0 00	**$9,258.24**
Travel (vehicle mileage)		Approved State Rate $0 535	$40.00	$25.00				**$65.00**
Supplies and recurring costs								**$0.00**
Sub-total			$24,223.46	$30,378.32	$18,571 42			**$73,173.21**
Overhead & Administration		40 % (5 % for NDSL)	$9,689.39	$12,151.33	$7,428 57	$9,250 00		**$38,519.29**
Contracts: USFS Collection				$2,920.35				**$2 920.35**
Contracts: Revegetation Subcontractor			$14,087.15	$4,550.00				**$18,637.15**
Contracts: Facilitation Consultant				$10,000.00				**$10,000.00**
Contracts: Kahle Drive Complete Street				$150 000 00			$5 000 00	**$155,000.00**
Contracts: Staking and Matenals Testing					$4,000 00			**4,000.00**
Construction (including materials)			$500 000 00	$200 000 00	$220 000 00	$185,000 00		**$1,105,000.00**
TOTAL			$548,000.00	$410,000.00	$250,000.00	$194,250.00	$5,000.00	**$1,407,250.00**

GRANT APPLICATION FORM

A. Project Title Kahle Water Quality Basin Implementation Project
(Please refer to project name as listed in EIP)

B. Environmental Improvement Program (EIP Project) # 01.01.01.0084

C. Project Location (Please provide map)
Burke Creek Watershed, Stateline, Nevada, see Project Description for Map

D. Project Description: Please attach separately, and refer to Project Description Requirements (attached).

E. Applicant's Name and Contact Information
Meghan Kelly
Nevada Tahoe Conservation District
PO Box 915, Zephyr Cove, NV 89448
Phone: 775-586-1610 x30 Fax: 775-586-1612 Email mkelly@ntcd.org

F. Estimated Total Project Cost: $1,365,000

Grant Amount Requested (Grant amounts requested from non-state agencies cannot exceed 75% of total cost of design & construction).
$185,000

Sources and amounts of matching funds:
USFS $540,000, Douglas County $410,000, NDOT $225,000, SSTMA $5,000, OPGID $25,000 (future phase)

G. Owner of Property(ies): Douglas County, USFS, NDOT

If others hold any outstanding property rights (additional owners, public/private easements, etc.), attach explanation of how they will participate.
Although Douglas County owns Kahle Drive, Oliver Park GID is currently responsible for Kahle Drive maintenance and is a willing participant who has agreed to contribute $25,000 to a future phase of the project and participate in the TAC.

H. On behalf of Nevada Tahoe Conservation District, I request this Application be considered for financial assistance with the Nevada Division of State Lands, Water Quality and Erosion Control Grants Program.

Meghan Kelly
(typed name)

Signature | District Manager (Title) | 11/16/17 (Date)

KAHLE WATER QUALITY BASIN IMPLEMENTATION PROJECT

PROJECT DESCRIPTION

1 PROJECT SCHEDULE

Implementation of the Kahle Water Quality Basin Implementation Project (Project) will be achieved under four main tasks. Because the funding from the USFS necessitates that the project is complete by September 30, 2018, the project is on an accelerated schedule. The project will kick off on November 16, 2017 with the availability of Douglas County and USFS funding. Ground surveys and field work will need to be completed in the month of November so that 50% design plans can be completed in early December.

Task 1, Project Management and Administration includes reporting, coordination, and Technical Advisory Committee (TAC) meetings. TAC meetings will be held at each key design iteration and before, during, and post construction. Table 1 details the rest of the schedule and tasks.

Task 2, Permitting and Engineering Design includes the preparation of 50 percent, 90 percent, and Final Design Engineer Plans and Cost Estimates as well as a draft and final design report and specifications for the implementation of the Kahle Water Quality Basin and conveyance pipe. All relevant permits will also be obtained as part of this task.

Task 3, Bid Project, includes advertising bids and selecting a qualified contractor per Nevada Tahoe Conservation District, State, and Federal regulations.

Task 4 is construction of the project and tasks required for construction oversight including staking and materials testing. As-built plans and a memo required for the registration of the catchment with the Lake Clarity Crediting Program will also be produced as part of Task 4.

DELIVERABLES

The proposed project will assemble a representative TAC that includes Douglas County, Nevada Department of Transportation (NDOT), United States Forest Service (USFS), the Nevada Division of Environmental Protection (NDEP), the Nevada Division of State Lands (NDSL), the Tahoe Regional Planning Agency (TRPA), the Oliver Park GID (OPGID), and other relevant stakeholders to inform project design and permitting. The TAC will review 50 and 90 percent documents and be involved in pre- and during construction meetings as well as the final walkthrough. Project deliverables are as follows:

- 50 percent design plans and estimate
- 90 percent design plans and estimate
- Final design plans and estimates
- Draft and final design report
- Draft and final specifications
- Final solicitation documents
- Project Permits

- Constructed water quality improvement project

Table 1. Project Tasks and Schedule.

Deliverable	Due Date	Target
Task 1 Project Management and Administration		
Coordination	Ongoing	5 TAC meetings (50% Design, 90% Design, 3 Construction)
Task 2 Engineering and Design		
50% Design Plans and Engineer's Estimate for Phase 1 – Kahle Water Quality Basin and Conveyance	December 7, 2017	TAC meeting held December 7, 2017, comments incorporated for 90% Design
Draft 50% Design Plans and Engineer's Estimate for Phase 2 -Kahle Complete Street	January 15, 2018	Necessary for completion of Phase 1 - Kahle Water Quality Basin and Conveyance 90% Design
90% Design Plans, Specifications, Design Report, and Engineer's Estimate for Phase 1	January 15, 2018	TAC meeting held December 15, 2018, comments incorporated for final plans
Final Plans and Bid Package, Permit Applications for Phase 1	February 15, 2018	Nearly 1 month in advance of bid so that permits can be in bid package
Task 3 Bid Project		
Advertise Project for Bid	March 13, 2018	Local Douglas County Paper Ad required
Open Bids and Select Contractor	April 19, 2018	Bids Open April 11, NTCD Board meeting April 19
Task 4 Construction		
Constructed Project	August 15, 2018	Construction is expected to take 6 to 8 weeks
As-built Plans and Permit Closeout	September 1, 2018	

2 PROJECT PARTICIPANTS

Project participants and roles are listed in Table 2 below.

Table 2. Key Project Participants.

Agency	Role(s)
Nevada Tahoe Conservation District	Project Proponent and Manager
United States Forest Service	Funder, Landowner
Nevada Department of Transportation	Funder, Landowner
Nevada Division of State Lands	Funder
Douglas County	Funder, Regulatory
Oliver Park GID	Land manager, future funder
Nevada Department of Environmental Protection	Regulatory
Tahoe Regional Planning Agency	Regulatory
South Shore Transportation Management Association	Stakeholder, Funder
Tahoe Beach Club	Stakeholder, Potential Funder

3 PROJECT SUMMARY AND SITE PLAN

BACKGROUND

The Kahle Water Quality Basin is located on USFS land in Rabe Meadow between Kahle Drive and Burke Creek in Stateline, NV. The basin was constructed in 1992 as part of the Burke Creek/Kahle Ditch Restoration Project and receives stormwater runoff from Douglas County, the Nevada Department of Transportation (NDOT), private businesses, and homeowners from along Kahle Drive, US HWY 50, and NV SR 207. It was constructed as a dry basin having a capacity of 12,000 cu ft and depth of 12 inches; however, the 20-year, 1-hour storm event delivers approximately 96,000 cu ft. of stormwater runoff to it. With the adoption of the Lake Tahoe TMDL and new modeling tools, preliminary modeling shows the basin could be expanded and modified to capture more of the pollutants that threaten the clarity of Lake Tahoe.

The Lake Tahoe Total Maximum Daily Load (TMDL) was approved by the United States Environmental Protection Agency in August 2011 with the intent of providing a plan for restoring Lake Tahoe water clarity. The focus of the Lake Tahoe TMDL is on pollutant control strategies to reduce fine sediment particles (FSP, defined as

particles less than 16µm in diameter), nitrogen and phosphorus loads reaching Lake Tahoe from urban areas. To implement the Lake Tahoe TMDL, each Nevada jurisdiction entered into individual Interlocal Agreements (ILAs) with the Nevada Division of Environmental Protection (NDEP) to implement the TMDL. Each jurisdictional ILA included the development of a stormwater load reduction plan (SLRP) which identified strategies for achieving the 5, 10 and 15-year Clarity Challenge milestones. Expanding and redesigning the Kahle Basin to a functioning wet basin stormwater treatment system will play an important role in NDOT and Douglas County meeting the 10 year TMDL milestone (2021). Preliminary PLRM modeling suggests that over 40 credits may be achieved through this project. The basin's outfall is considered directly connected to Lake Tahoe via Burke Creek.

Besides expanding the overall size, treatment capacity and treatment function of the basin, a more maintenance friendly design is needed which will include the construction of a sediment forebay, maintenance access pathways, and native non-woody wetland vegetation. Upon completion of the project, Douglas County is committed to registering the basin in the Lake Clarity Crediting Program and performing the necessary annual maintenance and monitoring. Furthermore a 36" conveyance pipe along Kahle Drive currently delivers stormwater runoff to Kahle Basin, but does not meet Douglas County design standards of conveying the 25-year peak flow (design storm) of approximately 109 cfs and this pipe would need to be replaced. The photos in Figure 1 show some of the existing conditions at Kahle Drive and Kahle Basin. Figures 2 and 3 below show the impervious land use of the contributing catchments and the conceptual design plans.

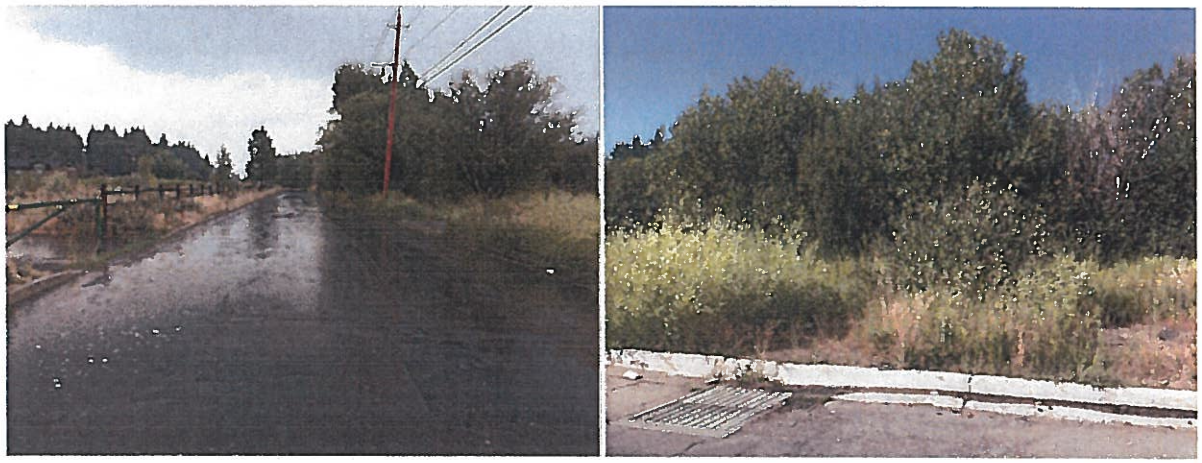

Figure 1. Left: Kahle Drive has undersize drainage that is constantly inundated with groundwater therefore stormwater cannot be captured and delivered to a treatment facility. Right: Kahle Basin is undersized and full of dense woody vegetation.

DETAILED PROJECT DESCRIPTION

The Kahle Water Quality Basin Implementation Project seeks to improve stormwater runoff treatment in the Kahle Basin by increasing basin treatment capacity and effectiveness and improving conveyance capacity along Kahle Drive by replacing the undersized conveyance pipe. NTCD is partnering with Douglas County, NDOT, and the US Forest Service (USFS), as well as some private stakeholders to implement the project. The project is Phase 1 of a larger multi-benefit project for the overall area entitled the "Burke Creek Watershed Stormwater Improvements." Phase 2 (Kahle Complete Street) will reconstruct Kahle Drive into a "complete street" to improve drainage, public safety, and aesthetics. As part of this project, 50 percent design plans will be prepared for Phase 2 in order to coordinate the design of Phase 1 and share costs on tasks that are necessary for the design of both phases. Phase 3 (Kahle Ditch) will restore the "Kahle Ditch" to a functioning riparian zone and decommission a ditch that conveys street runoff directly to Lake Tahoe. The remainder of Phase 2 and all of Phase 3 are currently unfunded, however, after completion of Phase 1, funding will be actively sought out. The

timing to complete Phase 1 is right as there is momentum for the second and third phases, but Phase 1 must be complete in order for them to proceed. Figure 4 shows an overview of the Burke Creek Watershed Stormwater Improvements and each project phase boundary.

Conceptual design plans and design memo exist for the project. The conceptual level redesigned basin has approximately 43,500 cu ft. capacity and an estimated construction cost of $1.1 million dollars. Previous funding through the Natural Resources Conservation Service (NRCS) was also received to move forward the environmental permitting by the USFS which will be complete by the end of 2017.

PLRM modeling performed as part of conceptual design development resulted in over 50 Lake Clarity Credits with the construction of an 1185 cu ft. sediment forebay and 59,803 cu ft. wet basin. Although the modeled basin is larger than the conceptual design (59,803 cu ft. vs ~43,500 cu ft.), past experience with the PLRM model suggests that over 40 credits can be expected from implementing a project similar to that as shown in the conceptual design.

NTCD will design and manage this project in-house with input from Douglas County, NDOT, and a Technical Advisory Committee (TAC). NTCD will perform project management, project design, and construction management. For tasks where additional assistance is necessary, NTCD will seek out qualified consultants. NTCD will work closely with Douglas County, NDOT, and the TAC in the development of the project design. An NTCD registered professional engineer will create and stamp design plans and specifications. NTCD will advertise the invitation to bid from qualified contractors.

As part of this project, 50 percent design plans for Phase 2 of the larger Burke Creek Watershed Stormwater Improvements will also be completed (Kahle Complete Street). Completing this design is necessary to advance Phase 1 to final design and many project costs can be shared such as surveying and utility location. This work will be paid for by Douglas County Air Quality Mitigation Funds and the South Shore Transportation Management Association. This project, the Kahle Water Quality Basin Implementation Project, is the first phase of a multi-benefit project that will help achieve important Tahoe Regional Planning Agency thresholds such as Water Quality, Air Quality, Scenic Resources, and Recreation.

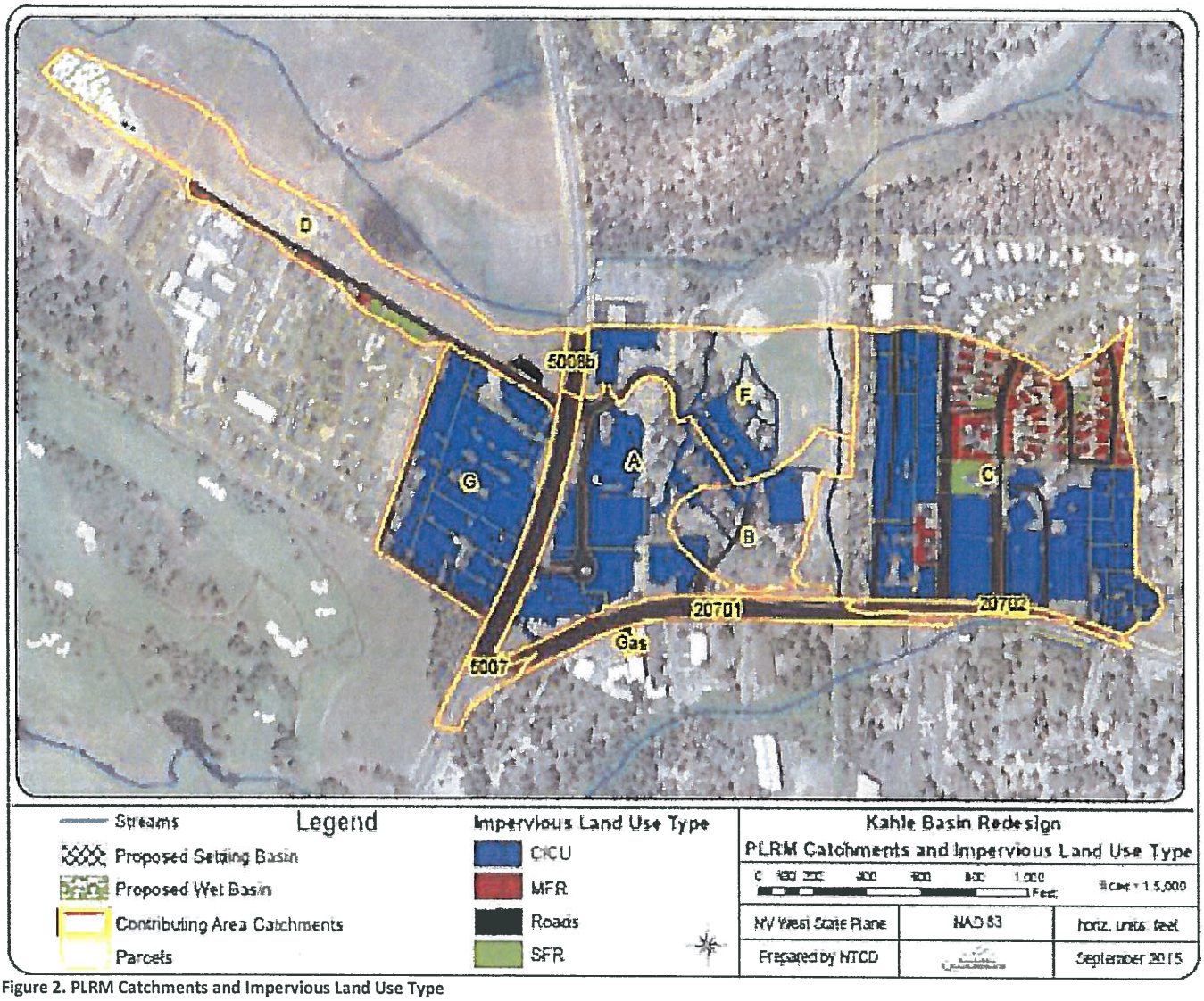

Figure 2. PLRM Catchments and Impervious Land Use Type

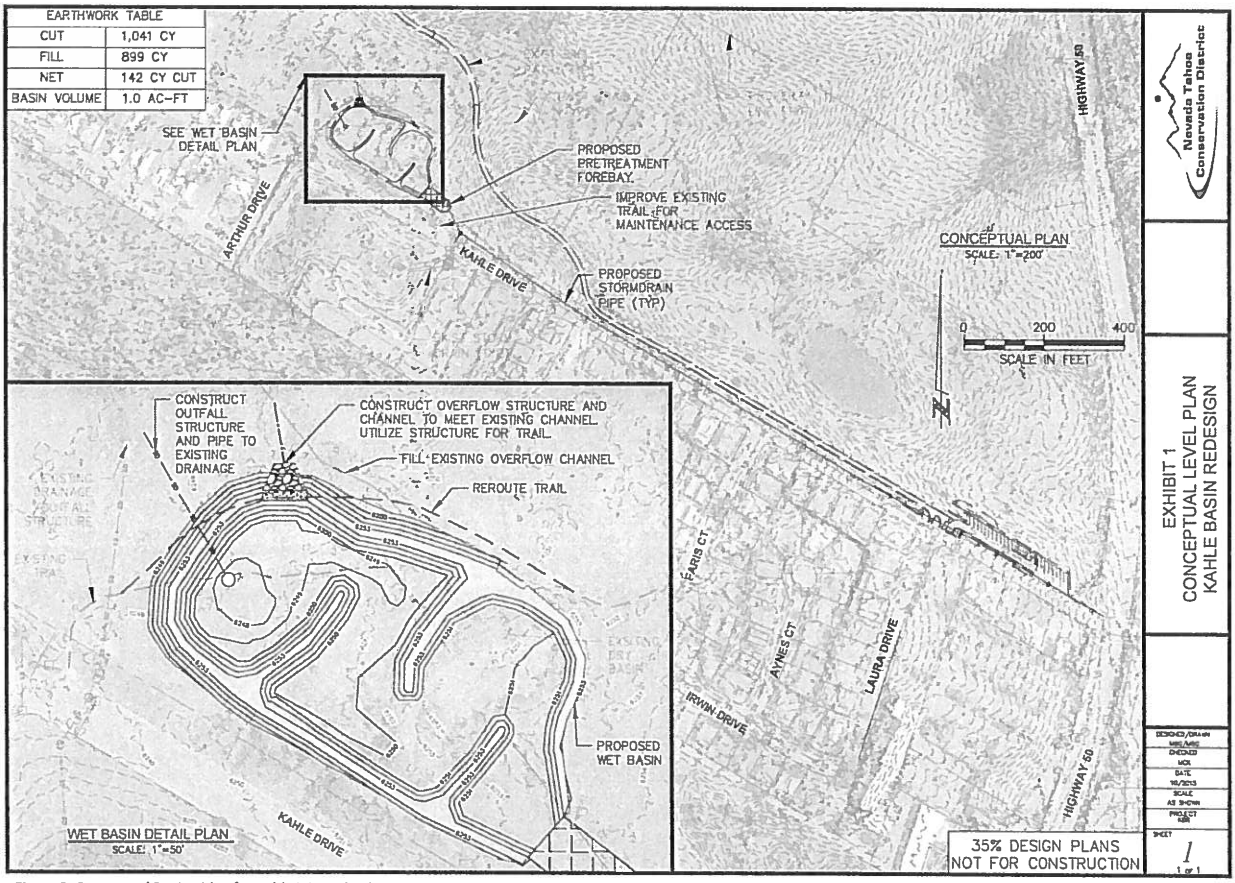

Figure 3. Conceptual Design Plan for Kahle Water Quality Basin Improvement Project

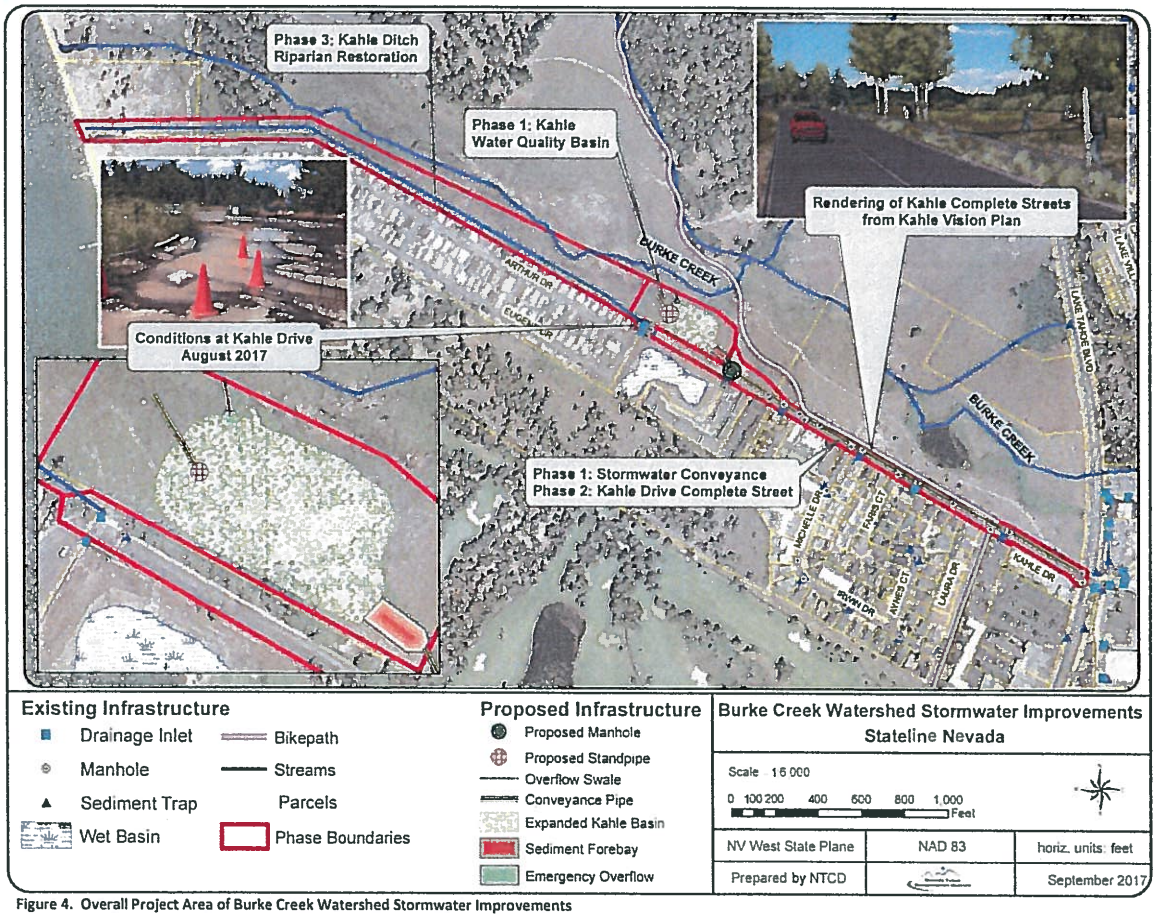

Figure 4. Overall Project Area of Burke Creek Watershed Stormwater Improvements

4 CONCEPTUAL PROJECT GOALS, OBJECTIVES AND ANTICIPATED RESULTS

The Kahle Water Quality Basin Implementation Project goal is to improve treatment of stormwater runoff in Kahle Basin by increasing basin treatment capacity and effectiveness and improving conveyance capacity along Kahle Drive.

There are four objectives:

1. Complete the first phase of a larger multi-benefit project identified in the Burke Creek-Rabe Meadow Complex Master Plan.
2. Improve the long-term performance of the water quality basin by constructing adequate pre-treatment and access for maintenance equipment.
3. Maximize Lake Clarity Credits for NDOT and Douglas County while balancing construction cost and maintenance need considerations.
4. Design stormwater treatment that blends with the existing recreational uses of Rabe Meadow.

5 OPERATIONS AND MAINTENANCE

NTCD will produce an inspection and maintenance plan for maintaining the assets installed as part of the project including a schedule of applicable BMP RAM protocols. Douglas County, NDOT, or a stormwater collective will maintain the stormwater assets and structural BMPs installed as part of the project for 20 years, similar to other implemented grant funded projects and ensure operational performance and maintenance through inspection using BMP RAM to ensure satisfactory operations for continued award of Lake Clarity Credits.

6 COST ESTIMATE

NTCD is requesting $185,000 from the NDSL Water Quality and Erosion Control Funds for the proposed project to pay for construction only. The budget by task is shown below (Table 3).

Table 3. Expenses by task for the Kahle Water Quality Basin Improvement Project.

Expenses by task	NTCD	Subcontractor	TOTAL
1. Project Management	$3,262.04	$10,000	$13,262.04
2. Engineering and Design			
50% Design Plans and Estimate	$29,875.99	$0	$29,875.99
50% Complete Street Design	$0.00	$155,000	$155,000.00
90% Design Plans and Estimate	$29,164.72	$0	$29,164.72
Final Plans and Bid Package	$17,022.52	$0	$17,022.52
3. Bid Project			
Advertise Bids	$1,786.94	$0	$1,786.94
Open Bids and Select Contractor	$504.15	$0	$504.15
4. Construction			
Staking and Materials Testing	$0.00	$5,000	$5,000.00
Construction Oversight	$12,832.12	$0	$12,832.12
Contractor	$0.00	$1,100,000	$1,100,000.00
As-Built Plans	$551.52	$0	$551.52
TOTAL	**$95,000.00**	**$1,270,000.00**	**$1,365,000.00**

TOTAL PROJECT COSTS

The budget detail (Table 4) shows the total project cost of $1,365,000. The funding for the project is being requested from multiple agencies in order to satisfy match requirements, minimize the burden to any one agency and to leverage grant funds. Of the total, NTCD is requesting $185,000 from the Water Quality and Erosion Control Grant Program.

Table 4. Complete budget for Kahle Water Quality Basin Implementation Project.

Kahle Water Quality Basin Implementation Project								
Category	Total Hours	Rate	USFS SNPLMA Rnd 12	Douglas County Mitigation Funds	NDOT	NDSL	SSTMA	Total Budget
Senior Project Engineer	353	*up to $62.90*	$11,007.57	$11,220.03	$0.00	$	$0.00	$22,227.60
Project Engineer	375	*up to $49.15*	$8,618.97	$9,830.16	$0.00	$0.00	$0.00	$18,449.13
Staff Engineer	200	*up to $38.13*	$3,812.82	$3,812.82	$0.00	$0.00	$0.00	$7,625.64
ES IV	130	*up to $50.40*	$2,520.15	$4,032.24	$0.00	$0.00	$0.00	$6,552.39
ES III	80	*up to $38.85*	$1,553.90	$1,553.90	$0.00	$0.00	$0.00	$3,107.81
Wages (salary and fringe)			$27,513.42	$30,449.16	$0.00	$0.00	$0.00	$57,962.57
Personnel Costs		14.50%	$3,989.45	$4,415.13	$0.00	$0.00	$0.00	$8,404.57
Travel (vehicle mileage)		Approved State Rate $0.535	$40.00					$40.00
Supplies and recurring costs			$600.00	$850.00				$1,450.00
Sub-total			$32,142.86	$35,714.29	$0.00			$67,857.15
Overhead & Administration		40.00%	$12,857.14	$14,285.71	$0.00			$27,142.85
Contracts: Facilitation Consultant				$10,000.00				$10,000.00
Contracts: Kahle Drive Complete Street				$150,000.00			$5,000.00	$155,000.00
Contracts: Staking and Materials Testing					$5,000.00			$5,000.00
Construction (including materials)			$495,000.00	$200,000.00	$220,000.00	$185,000.00		$1,100,000.00
TOTAL			$540,000.00	$410,000.00	$225,000.00	$185,000.00	$5,000.00	$1,365,000.00

MATCH

Secured funding sources for the Kahle Water Quality Basin Implementation Project are displayed in Table 5. Unmet funding need is $185,000 being requested from NDSL.

Table 5. Matching fund sources, amounts, and current status.

Funder	Funding Committed	Notes
SNPLMA Round 12 (Federal)	$540,000	Funds secured. Requires 1:1 match.
Douglas County Water Quality Mitigation Funds	$142,000	Approved by TRPA and Douglas County Boards in October 2017.
Douglas County SEZ Mitigation Funds	$118,000	Approved by TRPA and Douglas County Boards in October 2017.
Douglas County Air Quality Mitigation Funds	$150,000	Approved by TRPA and Douglas County Boards in October 2017. For Complete Street Design Only.
NDOT State Gas Tax	$225,000	Available as soon as agreement finalized
South Shore Transportation Management Agency (SSTMA)	$5,000	Funds secured for Complete Street permitting

Oliver Park GID also agreed in their Board Meeting on November 7, 2017 to contribute $25,000 to the Kahle Drive Complete Street Project after the completion of the 50% Design Plans as part of this project.

TRAVEL REIMBURSEMENT

The project budget includes a line item for travel reimbursement. Travel reimbursement will follow State of Nevada approved regulations for actual miles travelled for the project at the State approved mileage rate.

PROJECT PERSONNEL BASE SALARIES AND TITLES

An estimated breakdown of the NTCD personnel anticipated to be working on project tasks is included in Table 6 below.

Table 6. District Staff, Titles, and Rates. Rates may increase approximately 6% per year based on staff performance and cost of living adjustments.

NTCD Staff	Title	Base Rate as of October 31, 2017
Meghan Kelly	Senior Project Engineer	$59.34
Monica Grammenos	Project Engineer	$45.51
Chris Waechter	Staff Engineer	$35.97
Domi Fellers	ES IV	$47.55
Dana Olson	Administrator/ES III	$35.97

7 EASEMENTS/ACQUISITION

Work for this project will be completed in the Douglas County or NDOT right-of-way and adjacent USFS land with appropriate easements/special use permits, thus title is not an anticipated issue. The permit modification to the existing special use permit T011006 is already in process by USFS staff.

8 CONFORMITY

The Project will comply with all local and regional land use plans including the Tahoe Regional Planning Agency, the Lake Tahoe Basin Management Forest Plan, Douglas County Tahoe Douglas Area Plan, the Kahle Drive Vision Plan, the South Shore Area Plan, the Tahoe Regional Transportation Plan, and the Douglas County and NDOT Stormwater Load Reduction Plans. The project is a priority for both Douglas County and NDOT.

NTCD oversees many capital improvement projects and is familiar with the permit processes. A modification to the existing special use permit in Rabe Meadow is already underway and all other land is within the Douglas County or NDOT right-of-way. As an Environmental Improvement Project (EIP), the Tahoe Regional Planning Agency is already aware and in support of the project. All regulators will be involved in the design process throughout the TAC.

Nevada Tahoe Conservation District

PO Box 915
Zephyr Cove, NV 89448
775-586-1610 x 21

Board Meeting Agenda

November 30, 2017
10:00 AM (estimated 2 hour duration)

Location: Nevada Tahoe Conservation District building, 400 Dorla Ct., Zephyr Cove, NV

Call in Information: (515) 739-1034, code 341249#

Agenda Item

1 **Call to Order**

2 **Supervisor Roll Call**

3 **Pledge of Allegiance**

4 **Approval of the Agenda**

This is the tentative schedule for the meeting. The Board reserves the right to take items in a different order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay the discussion relating to an item on the agenda at any time.

5 **Public Interest Comments (No Action)**

Possible Changes to Agenda Order and Timing. Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.

Posted: Nevada Tahoe Conservation District Administrative Office, Douglas County Clerk, Washoe County Clerk, NV Division of Conservation Districts.

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to telephone the NTCD Administrative Office at (775) 586-1610 x21 three days prior to the Board meeting. Please contact Dana Olson at PO Box 915, Zephyr Cove, NV 89448; or email dolson@ntcd.org; or phone 775-586-1610 #21 to obtain supporting material for the agenda. Supporting material may also be found at http://ntcd.org/html/board.php

CONSENT CALENDAR

The consent calendar consists of items 6 and 7 below. Items appearing on the Consent Calendar are items that can be adopted with one motion unless pulled by a Supervisor or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they are making the request. When items are pulled for discussion, they will be automatically placed at the beginning of the Administrative Agenda or may be continued until another meeting.

Motion to approve the Consent Calendar

Agenda Items	Page #
6 Agency Reports, Discussion/Possible Action	
A For Possible Action: Natural Resources Conservation Service (NRCS) report	
B For Possible Action: National Association of Conservation Districts (NACD) report	
C For Possible Action: Department of Conservation and Natural Resources Conservation District Program report	
D For Possible Action: Nevada Association of Conservation Districts (NvACD) report	
7 Discussion/Possible Action (Business)	
A For Possible Action: Approval of the Board of Supervisors meeting minutes for October 19 , 2017	4

ADMINISTRATIVE CALENDAR

Agenda Items		Page #
8	**Consent Calendar items pulled for further discussion** Item(s) pulled from the Consent Calendar will be heard at this time.	
9	**For Possible Action: Approval of the NTCD financial report for October 2017.** As of 9/30/17, the District's Fund balance was $110,614. This represents the District's available spendable resources, or assets less liabilities. August had a deficit of $697. There was approximately $2000 more General Fund spending by the staff than average and the quarterly Pool Pact payment of $2,223. To balance this, the District received their annual $4,543 from the Conservation District Program (State of Nevada). This is the District's 4st month of the fiscal year.	8
10	**For Possible Action: Board Resolutions and Approval of Assurances for 2017 Nevada Tahoe Bond Act Grant Applications** Three grant pre-applications (Rosewood Creek Continuation, Marlette Creek Restoration and Water Quality Improvement, and Kahle Water Quality Basin Improvement Project) have been approved by the Nevada Division of State Lands for application to the Nevada Tahoe Water Quality and Erosion Control Grant Program. Full proposals are due today and require a board resolution approving the application as well as signed assurances.	14
11	**For Possible Action: Update of the Douglas County for Kahle Water Quality Basin Implementation Grant and Approval of the Douglas County Interlocal Agreement** A new contract of $410,000 for the Kahle Water Quality Basin Implementation Project has been approved by Douglas County and the Tahoe Regional Planning Agency. An interlocal agreement and scope of work have been complied and will be presented at the Board of County Commissioners later today.	41
12	**For Possible Action: Approval of sub-consultant Agreement for Welsh Hagen Associates** Welsh Hagen Associates was selected by the Tahoe Transportation District (TTD) to complete the 50% design of the Kahle Drive Complete Street Project. The District wishes to use the selection process used by TTD and award the contract Welsh Hagen.	50
13	**For Possible Action: Updating Key Executives and Removing Owner of Wells Fargo Business Account** Jason Brand is the Key executive and Dan St John is the Owner of the NTCD bank account. Wells Fargo requires a board motion to update these account managers.	
14	**For Possible Action: Approval of Caltrans Lake Tahoe Total Maximum Daily Load Monitoring and Reporting Subgrant Agreement** This is a new agreement that is very similar to agreements with CDM Smith and Caltrans in the past. This will provide as-need support for stormwater management and regulatory compliance.	51
15	**For Possible Action: Staff Report**	
16	**Supervisor's Comments**	
17	**Public Interest Comments**	
18	**For Possible Action: Motion to Adjourn**	

Nevada Tahoe Conservation District Board Resolution

Resolution of the ***Nevada Tahoe Conservation District*** approving the application for State of Nevada Lake Tahoe Water Quality and Stream Environment Zone Grant Funds.

Project:Kahle Water Quality Basin Improvement Project

WHEREAS, the ***Nevada Tahoe Conservation District*** is submitting an application to the Division of State Lands(the "Division") for financial assistance; and,

WHEREAS, the adopted procedures established by the Division require that the applicant must certify by resolution the approval of proposed project, application, including all understanding and assurances contained therein, and availability of matching funds prior to submission of said applications to the Division.

NOW THEREFORE, BE IT RESOLVED that the proposed ***Kahle Water Quality Basin Improvement Project*** is approved for implementation;

BE IT FURTHER RESOLVED that the ***Nevada Tahoe Conservation District*** does hereby certify that said agency can finance 100% of their share of the project.

BE IT FURTHER RESOLVED that the ***Nevada Tahoe Conservation District Board*** does hereby appoint ***Meghan Kelly*** as agent of the ***Nevada Tahoe Conservation District*** to conduct all negotiations, execute and submit all documents including applications, agreements, billing statements, and so on which may be necessary for the completion of the above project.

Introduced, passed and approved this 16th day November, 2017.

Name

CHAIRMAN
Title

Attest:

Douglas J Martini
Name

Vice - Chair
Title

ASSURANCES

State of Nevada, Division of State Lands
Lake Tahoe Water Quality Grant Program

The Applicant hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements of the Division of State Lands (the "DIVISION"). Also, the Applicant gives assurance and certifies with respect to the grant that:

A. The Applicant possesses legal authority to apply for the grant, along with the ability to finance and construct the proposed facilities.

B. The Applicant gives assurance that a resolution, motion, statute, authority or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

C. The Applicant will have sufficient funds available to meet the non-Bond Act share of the costs (match) with the understanding that Grant payments are on a reimbursement basis only. The non-Bond Act share of costs claimed as match will be documented to the same standards as expenditures reimbursed by Bond-Act funds.

D. The Applicant will have sufficient funds available when construction is completed to assure effective operation and maintenance of the facilities for at least 20 (twenty) years after project completion for the purposes constructed. The Applicant will not dispose of or encumber its title or other interests in the site and facilities for 20 years without state approval. The applicant will maintain the project and associated infrastructure for a minimum of 20 years.

E. To the fullest extent permitted by law, the applicant will agree to indemnify, hold harmless and defend the State of Nevada, it's officers, employees, agents and invitees from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the Applicant, its officers, employees and agents.

F. The Applicant will furnish progress reports and such other information as the DIVISION may require. At a minimum the DIVISION will be notified and given the opportunity to review the project design and construction at multiple project milestones:

- Project Initiation after grant award
- Completion of 25, 50, and 90 percent of the Project design
- Final design prior to advertisement and award of contract

- Preconstruction Meeting
- Completion of 25, 50 and 75% of construction
- Project completion prior to release of contractor

G. The Applicant will provide and maintain competent and adequate engineering supervision and inspection at the construction site to insure that completed work conforms to the approved plans and specifications.

H. The Applicant will operate and maintain the work done in accordance with the minimum standards as may be required or prescribed by the applicable state and local agencies.

I. The Applicant will obtain all permits, easements and other private and governmental agency approvals required for the project prior to the commencement of construction.

J. The Applicant must receive notice to proceed from the DIVISION prior to advertisement of bids and commencement of construction.

K. The Applicant will give the DIVISION or its designate, access to and the right to audit project records.

L. The Applicant will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving state agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.

M. The Applicant will comply with Title IV of the Civil Rights Act of 1964 (P. O. 88-352).

N. The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

O. The Applicant will comply with the provisions of the Hatch Act which limit the political activity of employees.

P. The applicant understands that competitive opening bidding is required as outlined in Nevada Revised Statutes Chapter 338.

Name GLEN T SMITH

Signature _____ Date: 11-30-17

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Erik Nilssen, P.E.
COUNTY ENGINEER

775-782-9063
CELL: 775-790-7975 • FAX: 775-782-6297
website: www.douglascountynv.gov

Planning Division
Engineering Division
Building Division
Code Enforcement

November 15, 2017

Holly Holwager
WQEC Grant Program
Nevada Division of State Lands
901 S. Stewart St., Ste 5003
Carson City NV 89701

RE: Support for Kahle Basin Redesign Project WQEC Grant Program

Dear Ms. Holwager:

Douglas County is in support of the Kahle Water Quality Basin Implementation Project, WQEC Grant Proposal submitted by Nevada Tahoe Conservation District (NTCD). The Project is part of a multi-benefit project that will not only help the County achieve its TMDL milestones, but it is also a key component of the Douglas County Douglas Tahoe Area Plan and South Shore Area Plan (2011). The Project includes upgrading stormwater conveyance along Kahle Drive to meet Douglas County standards and reconfiguring and expanding the stormwater treatment in Rabe Meadow. Initial estimates indicate the project could provide over 40 Lake Clarity Credits reducing both nutrients and fine sediment from entering Lake Tahoe. It is estimated that Douglas County would received 65% of these credits and the Nevada Department of Transportation would receive 35%.

The timing for the project is critical as multi-benefit projects in this area are planned and proceeding including conversion of Kahle Drive to a "complete street" and restoration of the Kahle Ditch. The project must be shovel-ready to implement before or concurrently with these projects in order to improve stormwater capture and reduce costs and construction impacts on Lake Tahoe. Additionally, the location is part of a redevelopment area that was created in 2016 by the Board of County Commissioners and this could be an additional source of funding for the area.

The Project is pivotal in assisting the County with meeting their pollutant load reduction milestones and earning Lake Tahoe Clarity Credits and the County will contribute TRPA Mitigation Funds or other County funds to the implementation of the Project up to $300,000 with additional funding by NDOT. We look forward to once again collaborating with Nevada Tahoe Conservation District.

Sincerely,

Erik Nilssen

Erik H Nilssen

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

BRIAN SANDOVAL
Governor

RUDY MALFABON, P.E., *Director*

In Reply, Refer to:

November 16, 2017

Holly Holwager
Nevada Division of State Lands
Lake Tahoe License Plate Program
901 South Stewart Street, Suite 5003
Carson City, NV 89701

RE: Support for Kahle Water Quality Basin Implementation Project, NDSL WQEC Grant Program

Dear Ms. Holwager:

On behalf of Nevada Department of Transportation, we are pleased to support the Kahle Water Quality Basin Implementation Project and the NDSL WQEC Grant Program Proposal submitted by Nevada Tahoe Conservation District (NTCD). The project includes upgrading stormwater conveyance along Kahle Drive to meet Douglas County standards and reconfiguring and expanding the stormwater treatment in Rabe Meadows. The Project will prove a cost-effective method of reducing stormwater pollutant loads and help NDOT meet its commitment to the Lake Tahoe TMDL. Preliminary PLRM modeling indicates that over 40 credits are available as a result of the installation and continued effective operation of the Project.

Because the Project will be instrumental in assisting NDOT with earning Lake Tahoe Clarity Credits and meeting future pollutant load reduction milestones, NDOT is willing to commit up to $225,000 of non-federal funds towards the project. We look forward to once again collaborating with Nevada Tahoe Conservation District and the other stakeholders on this project as it moves forward. Thanks for your consideration of this project in this year's round of LTLP grant projects funding requests.

Sincerely,

Matthew L. Nussbaumer, P.E.
Principal Hydraulic Engineer

c: Meghan Kelley, NTCD—District Manager

sstma
South Shore Transportation Management Association

A non profit community forum advocating transportation and mobility solutions

November 16, 2017

Ms. Holly Holwager
Nevada Division of State Lands
Water Quality & Erosion Control Grant Program
901 South Stewart Street, Suite 5003
Carson City, NV 89701

Re: Support for Kahle Basin Water Quality Redesign & Implementation Project

Dear Ms. Holwager:

The South Shore Transportation Management Association (SS/TMA) is pleased to convey its strong support for the **Kahle Basin Water Quality Redesign and Implementation Project** and the WQEC grant proposal submitted by the Nevada Tahoe Conservation District (NTCD). This project is part of a broader multi-benefit set of projects that will not only help Douglas County achieve its TMDL milestones, but is also a key component of the County's *Tahoe Douglas Area Plan*. It reflects local business and community input that contributed to preparing the *South Shore Vision Plan* in 2011. This plan helped shape development and adoption of the TRPA Regional Plan Update in 2012 and subsequent adoption of the County's *South Shore Area Plan* for the Stateline resort district.

The **Kahle Basin Water Quality Redesign and Implementation Project** includes upgrading stormwater conveyance along Kahle Drive to meet Douglas County standards as well as reconfiguring and expanding stormwater treatment in the adjacent Rabe Meadow. **The timing for the project is critical as a series of multi-benefit projects in this area are in the planning process, including the transformation of Kahle Drive into a "complete street" and the restoration of Kahle Ditch.** The Kahle Basin Water Quality Redesign and Implementation Project must be "shovel ready" to implement before or concurrently with these additional projects in order to improve stormwater capture and reduce costs and construction impacts on Lake Tahoe. Additionally, we note that the Kahle Drive area is part of a redevelopment district formed by Douglas County Commissioners in 2016. This revenue stream could be an additional source of funding for future phases of area projects and/or long-term maintenance support.

The **Kahle Basin Water Quality Redesign and Implementation Project** is pivotal for meeting adopted water quality and transportation goals in the Douglas County portion of the Tahoe region. It is also consistent with adopted regional water quality and transportation goals. We feel so strongly about the importance and timing of this project that SS/TMA will contribute up to $5,000 to the funding package as a committed partner with NTCD and the other stakeholders. Thank you for your favorable consideration and support of the NTCD grant proposal.

Very sincerely yours,

Steve Teshara
Chair

775.588.2488 phone • 775.588.3852 fax • P.O. Box 1875 • Zephyr Cove, NV 89448

Nevada Tahoe Conservation District

PO Box 915
Zephyr Cove, Nevada 89448
775-586-1610 x21

GRANT AGREEMENT SUMMARY

ROSEWOOD CREEK CONTINUATION PROJECT

NTCD Program: N/A

Contractual Parties: Nevada Tahoe Conservation District (NTCD); Nevada Division of State Lands

Contract Amount: $31,500

Effective Dates: March 16, 2018 – December 31, 2019

Project Summary: Funding was procured from the Bureau of Reclamation in September 2016 to complete a new restoration project on Rosewood Creek below the Area A project. The new project proposes to replace or rehabilitate an existing culvert under Highway 28 and repair multiple head cuts. The project will also continue monitoring on Area A and perform monitoring on the newly restored reach. The monitoring hopes to further insight on the potential for stream restorations to capture fine sediment and help meet the Lake Tahoe TMDL. NDSL is providing a $30,000 contribution to the construction of the creek restoration, slated for the summer of 2018 or 2019 (depending on environmental permitting). $1,500 is allocated to administrative fees for NTCD.

A Project Funding Agreement Between the State of Nevada Acting By and Through Its Division of State Lands and the Fund to Protect Lake Tahoe (Grantor)

901 S. Stewart Street, Suite 5003
Carson City, NV 89701
phone: (775) 684-2720
Fax: (775) 684-2721

And

Nevada Tahoe Conservation District (Grantee)

400 Doria Ct
PO Box 915
Zephyr Cove, NV 89448
phone: (775) 586-1610
Fax: (775) 586-1612

WHEREAS, the Nevada legislature in 2009 authorized the issuance of general obligation bonds in the face amount of $100,000,000 between July 1, 2009 and June 30, 2020 to carry out a portion of the State's share of the Environmental Improvement Program; and
WHEREAS, the Nevada legislature in 2017 extended the deadline for the issuance of the remainder of the general obligation bonds to June 30, 2030; and
WHEREAS, the Nevada legislature authorized the state land registrar to establish a program for the protection of the Lake Tahoe Basin including without limitation: air and water quality; restoration and protection of natural watercourses, wetlands, fisheries, vegetation and forests, prevention and control of erosion and the enhancement of recreational and tourism opportunities in the basin; and
WHEREAS, NRS 321.5956(3) authorizes the state land registrar to enter into a funding agreement or other agreement, within the limits of available money, with non-profit organizations, and other persons or entities to carry out a program to preserve, restore and enhance the natural environment of the Lake Tahoe Basin; and
WHEREAS, programs to enhance, preserve and restore the natural environment of the Lake Tahoe basin may be conducted on public property and privately owned property with the consent of the owner of the property as long as public money is only expended for a public purpose and the public interest is adequately protected; and
WHEREAS, the state land registrar has determined this project is both necessary and in the best interests of the natural environment at Lake Tahoe.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Funding Agreement shall not become effective until and unless approved by the state land registrar and the authorized Nevada Tahoe Conservation District representative.
2. DEFINITIONS. "Grantor" means the Nevada Division of State Lands, its officers and employees. "Grantee" means the Nevada Tahoe Conservation District.
3. FUNDING AGREEMENT TERM. This Funding Agreement shall be effective from March 16, 2018 to December 31, 2019, unless sooner terminated by either party as specified in paragraph 9 herein.
4. NOTICE. All notices or other communications required or permitted to be given under this Funding Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the responsibilities, and duties of each party as well as the scope of the project shall be specifically described; this Funding Agreement incorporates the following attachments in descending order of constructive precedence;

ATTACHMENT A: Nevada Tahoe Conservation District – Rosewood Creek Continuation Project - Summary & Special Conditions

ATTACHMENT B: Tahoe Bond Act Regulations – LCB File No. R040-12-02, NAC 321.300-365

ATTACHMENT C: Original Grant Application submitted by Meghan Kelly, Nevada Tahoe Conservation District on November 16, 2017 and revised schedule and budget submitted February 22, 2018.

6. COST: Grantor agrees to provide a maximum of $31,500 of the funds actually expended and necessary for the construction of the described project contingent upon Grantee's compliance with all of the terms and conditions herein. See attachment A for description.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Funding Agreement are also specifically a part of this Funding Agreement and are limited only by their respective order of precedence and any limitations specified.

8. INSPECTION & AUDIT.

a. Books and Records. Grantee agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to Grantor, or its authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Grantee agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices, financial statements and supporting documentation shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Grantee where such records may be found by Grantor's designated representative.

c. Period of Retention. All books, records, reports, and statements relevant to this Funding Agreement must be retained a minimum of three years. The retention period runs from the date of Grantor's last grant payment, or from the date of termination of the Funding Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. FUNDING AGREEMENT TERMINATION.

a. This Funding Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature. The Grantor may terminate this Funding Agreement, and Grantee waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding from Grantor is not appropriated or is withdrawn, limited, or impaired.

b. Grantor may only terminate this project agreement as specified in paragraph 18 of the incorporated attachment A, the project funding agreement. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Funding Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or if Grantee becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or if it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Grantee, or any agent or representative of Grantee, to any officer or employee of the State of Nevada with a view toward securing a funding agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such funding agreement, then this funding agreement may be immediately terminated by the Grantor.

i. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 30 calendar days of receipt of that notice to provide

evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

ii. Winding Up Affairs Upon Termination. In the event of termination of this Funding Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

aa. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Funding Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ba. Grantee shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Grantor;

ca. Grantee shall execute any documents and take any actions necessary to effectuate an assignment of this Funding Agreement if so requested by the Grantor;

10. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases.

11. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Funding Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Funding Agreement after the intervening cause ceases.

12. INDEMNIFICATION. To the fullest extent permitted by law, Grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Grantee, its officers, employees and agents for this funding agreement.

13. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Funding Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

14. SEVERABILITY. If any provision contained in this Funding Agreement is held to be unenforceable by a court of law or equity, this Funding Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Funding Agreement unenforceable.

15. ASSIGNMENT. Grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Funding Agreement without the prior written consent of the State.

16. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Grantee may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

17. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Funding Agreement:

a. Grantee certifies, by signing this Funding Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Grantee shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Grantee shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and

shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

18. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Funding Agreement on behalf of each party has full power and authority to enter into this Funding Agreement. Grantee acknowledges that as required by statute or regulation this Funding Agreement is effective only after approval by the Division of State Lands Administrator and only for the period of time specified in the Funding Agreement. Any services performed by Grantee before this Funding Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

19. GOVERNING LAW; JURISDICTION. This Funding Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Grantee consents to the jurisdiction of the Nevada district courts for enforcement of this Funding Agreement.

20. ENTIRE FUNDING AGREEMENT AND MODIFICATION. This Funding Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Funding Agreement specifically displays a mutual intent to amend a particular part of this Funding Agreement, general conflicts in language between any such attachment and this Funding Agreement shall be construed consistent with the terms of this Funding Agreement. Unless otherwise expressly authorized by the terms of this Funding Agreement, no modification or amendment to this Funding Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Funding Agreement to be signed and intend to be legally bound thereby.

Charles Donohue — 3/1/18

Charles Donohue - Grantor Signature
Division of State Lands - Administrator

Date

Grantee Signature
Nevada Tahoe Conservation District

Date

Title

ATTACHMENT A

Rosewood Creek Continuation Project (FTPLT 18-002)
Summary & Special Conditions

GRANTEE: Nevada Tahoe Conservation District

Project Number: FTPLT 18-002

Project Title: Rosewood Creek Continuation Project

Period Covered
By This Agreement: March 16, 2018 – December 31, 2019

Tax ID Number: 33-1044148

Project Cost:

A.	Estimated Project Cost (Planning, Design and Construction)	$	351,529.00
B.	Local Share of Project Cost	$	320,029.00
C.	State Share of Project Cost	$	30,000.00
D.	State Share of Administration costs	$	1,500.00
E.	**Total State Grant (C plus D)**	**$**	**31,500.00**

Refer to A: Planning, Design & Construction Costs are currently estimated at $351,529.00.

Refer to B: Local Share is responsible for the ACTUAL costs of planning, design, construction engineering and a portion of construction. This is currently estimated to be $320,029.00. However, these costs will adjust to actual construction and construction engineering expenditures of design and construction.

Refer to C: The Nevada Division of State Lands (Division) is responsible for the costs of a portion of construction. This is currently estimated to be $30,000.00. Construction and costs will adjust to actual expenditures, not to exceed $30,000.00 unless the grant is amended by the Nevada Division of State Lands.

Refer to D: Administrative costs – 5% of Project Cost (not including Local Share of Project Cost), is estimated at $1,500.00. NTCD will receive 5% of the State Share of Project Costs to aid in covering administrative costs directly related to this project. NTCD is not required to match any portion of this 5%. These administrative costs will adjust to actual expenditures of the project construction, not to exceed $1,500.00 unless grant is amended by the State.

Project Scope (Brief Description of Project)
The goal of this project is to restore approximately 400 feet of stream channel along Rosewood Creek. Construction may include the installation of two stormwater basins, rock pools upstream of the culvert, and biostabilization improvements on a portion of the creek approximately 300 feet downstream of the culvert. Biostabilization techniques will include native plants and natural materials to stabilize banks, create grade controls and inset floodplains.

ATTACHMENT A

TERMS AND CONDITIONS

In addition to the terms and conditions listed on pages 2-5, the GRANTOR & GRANTEE mutually agree to perform this Agreement with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps and assurances produced during the planning and design process and hereby made a part hereof. This agreement is made and entered into between the State of Nevada, represented by the Nevada Division of State Lands (GRANTOR) and the Nevada Tahoe Conservation District (GRANTEE).

1. In the event the GRANTEE does not make available to the GRANTOR all necessary information to finalize the project agreement within (6) months from the beginning date of this Agreement; this Agreement is null and void.

2. The GRANTEE hereby promises, in consideration of the promises made by the GRANTOR herein, to execute the project described above in accordance with the terms of the Agreement.

3. The Project shall be operated and maintained by the GRANTEE for at least 20 (twenty) years after Project completion. Project elements lasting longer than 20 years shall be maintained for the life of the structure. The GRANTEE shall submit a yearly maintenance report that identifies the facilities maintained (including number of times per year), volume of material removed and general breakdown of maintenance costs. The GRANTOR may require repayment of a pro-rata share of the grant amount for any period of time that the project will not perform within design criteria and specifications due to a lack of maintenance.

4. Work performed prior to the period specified in the "Project Agreement" may be eligible for reimbursement through Tahoe Bond Act provided:

    a. The applicant provides documentation detailing the work performed;
    b. The applicant provides documentation that the work performed related directly towards project implementation;
    c. The work performed is considered eligible for reimbursement per regulations NAC 321.300 through NAC 321.365; and
    d. The total grant amount specified in the project agreement does not increase.

5. The GRANTOR shall receive as-built drawings completed by the Applicant showing all facilities and structures constructed as part of the Project including summary report with information requested by the GRANTOR. This information will need to be submitted electronically, in addition to the hard copy.

6. Requests for funds exceeding this grant amount requires an amendment to this agreement and must be approved by the GRANTOR.

7. Grant payments are on a reimbursement basis only. Requests for reimbursements must utilize the "Outlay Report and Request for Reimbursement for Construction Program" provided by the GRANTOR. All reimbursements must include supporting documentation,

including, but not limited to, invoices, receipts details outlining the basis for the expenditures, and the signature of the official responsible for approving the expenditures. The GRANTOR reserves the right to request any additional information, related to project expenses that the GRANTOR determines is necessary to process a grant payment.

8. The Nevada Division of State Lands shall be billed at least quarterly through the period of this agreement.

9. The GRANTOR may audit project records or it's designate. All records must be retained a minimum of 3 (three) years after the completion of work on the Project. The GRANTOR reserves the right to require that the records be kept for a longer period of time.

10. The GRANTOR will be invited to attend all major project issue meetings:

    Division of State Lands
    Attn: Meredith Gosejohan
    Water Quality Coordinator
    901 South Stewart Street, Suite 5003
    Carson City, NV 89701
    (775) 684-2725

11. The GRANTOR will be notified immediately of any changes regarding the cost of the project or the scope of work.

12. The GRANTEE is responsible for obtaining all permits, easements and other private and governmental agency approvals required for the Project prior to the commencement of construction.

13. To the fullest extent permitted by law, the GRANTEE agrees to indemnify, hold harmless and defend the GRANTOR, it's officers, employees, agents and invitees from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the GRANTEE, its officers, employees and agents.

14. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

16. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Termination: The GRANTOR may terminate this Agreement for reason of default by the GRANTEE. Any of the following events shall constitute default:

    a. Termination of the grant by reason or fault of the GRANTEE;
    b. Failure by the GRANTEE to observe any of the covenants, conditions, or warranties of this Agreement and its incorporated provisions;
    c. Failure by the GRANTEE to make progress on the project within the Period covered by this agreement;
    d. Unsatisfactory financial conditions of the GRANTEE which endanger the performance of the grant; and/or
    e. Delinquency by the GRANTEE in payments to contractors, except for those payments to contractors which are being contested in good faith by the GRANTEE.
    f. If the Project is not completed, the GRANTEE is required to reimburse the GRANTOR for funds expended for those portions of the Project that will not stand on their own, as determined by the GRANTOR.
    g. The GRANTOR shall give notice to the GRANTEE if the GRANTEE is in default in the performance of any of the duties of the GRANTEE described in this agreement. The GRANTEE shall have 30 days from receipt of notice to remedy the default, and if the GRANTEE cannot remedy the default within such period of time, the GRANTOR may terminate this agreement. The right of the GRANTOR to terminate this agreement shall not impair any other rights or remedies at law or equity the GRANTOR may have against the GRANTEE under this agreement or under the law. No waiver of any default by the GRANTOR under this contract shall be held to be a waiver of any other subsequent default by the GRANTEE. All remedies afforded under this contract are cumulative; this is in addition to every other remedy provided therein or under the law.

18. The GRANTEE will furnish quarterly progress reports and such other information as the grantor agency may require to ensure regular communication with the State adhering to the following schedule:

    - 1st Quarter January 1 - March 31 — Due April 30
    - 2nd QuarterApril 1 - June 30 — Due July 30
    - 3rd Quarter July 1 - September 30 — Due October 30
    - 4th Quarter October 1 - December 31 — Due January 30

19. At a minimum the GRANTOR will be notified and given the opportunity to review the project design and construction at multiple project milestones:

    - Project initiation after grant award
    - Completion of 25%, 50% and 90% of the Project design
    - Final design, including report, prior to advertisement and award of construction contract
    - Completion of 25%, 50%, and 75% of construction
    - Project completion prior to release of contractor

20. The GRANTEE will provide and maintain competent and adequate engineering supervision during the design phase of the project, as well as inspection at the construction site to insure that completed work conforms to the approved plans and specifications.

21. The laws of the State of Nevada shall govern this Agreement.

Attachment B

PROTECTION OF LAKE TAHOE BASIN

NAC 321.300 Definitions. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) As used in NAC 321.300 to 321.365, inclusive, unless the context otherwise requires, the words and terms defined in NAC 321.305 to 321.333, inclusive, have the meanings ascribed to them in those sections.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R004-02, 3-19-2002)

NAC 321.305 "Committee" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "Committee" means the Technical Advisory Committee established by the Division pursuant to NAC 321.355.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R040-12, 9-14-2012)

NAC 321.315 "Division" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "Division" means the Division of State Lands of the Department of Conservation and Natural Resources.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98)

NAC 321.323 "Local government" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "Local government" means any political subdivision of this state, including, without limitation:

1. Counties;
2. Incorporated cities and towns, including Carson City;
3. Unincorporated towns; and
4. General improvement districts and other districts.

(Added to NAC by St. Land Registrar by R004-02, eff. 3-19-2002)

NAC 321.325 "Matching contribution" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "Matching contribution" means money or anything of value, including, without limitation, the use of personnel, materials or equipment of the applicant.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98)

NAC 321.327 "Nonprofit organization" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "Nonprofit organization" means an entity or organization that is exempt from taxation under section 501(c)(3) of the Internal Revenue Code, 26 U.S.C. § 501(c)(3).

(Added to NAC by St. Land Registrar by R004-02, eff. 3-19-2002)

NAC 321.330 "Project" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "Project" means a project that is listed in the "Environmental Improvement Program" of the Tahoe Regional Planning Agency and may include a project for:

1. The improvement of water quality in the Lake Tahoe Basin; or
2. The restoration or enhancement of natural watercourses or stream environment zones in the Lake Tahoe Basin.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R004-02, 3-19-2002; R040-12, 9-14-2012)

NAC 321.332 "State agency" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "State agency" means any agency, department or division of the executive department of this state. The term includes the University and Community College System of Nevada.

(Added to NAC by St. Land Registrar by R004-02, eff. 3-19-2002)

NAC 321.333 "Stream environment zone" defined. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001) "Stream environment zone" means an area that meets the criteria for a stream environment zone set forth by ordinance of the Tahoe Regional Planning Agency adopted pursuant to NRS 277.200.

(Added to NAC by St. Land Registrar by R004-02, eff. 3-19-2002; A by R040-12, 9-14-2012)

NAC 321.340 Award of grants of money; entry into contracts or agreements; matching contributions. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001)

1. The State Land Registrar will, pursuant to NAC 321.300 to 321.365, inclusive:

(a) Award grants of money from the sale of general obligation bonds of this State issued pursuant to section 1 of chapter 514, Statutes of Nevada 1999, and section 1 of chapter 431, Statutes of Nevada 2009, to; and

(b) Enter into contracts or agreements in accordance with section 3 of chapter 514, Statutes of Nevada 1999, as amended by section 5 of chapter 25, Statutes of Nevada 2001, with, state agencies, local governments, nonprofit organizations and other persons or entities to carry out projects.

2. An applicant for a grant of money pursuant to NAC 321.300 to 321.365, inclusive, shall provide a matching contribution to the project of not less than 25 percent of the total cost of the project, except that a state agency is not required to provide a matching contribution.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R022-00, 5-4-2000; R004-02, 3-19-2002; R040-12, 9-14-2012)

NAC 321.345 Grants of money: Solicitation of applications; initial determination of eligibility; submission and contents of application. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001)

1. The State Land Registrar will periodically:

(a) Solicit applications from state agencies, local governments, nonprofit organizations and other persons or entities for grants of money from the sale of general obligation bonds issued pursuant to section 1 of chapter 514, Statutes of Nevada 1999, and section 1 of chapter 431, Statutes of Nevada 2009; and

(b) Establish deadlines for the submission of those applications.

2. Before a state agency, a local government, a nonprofit organization or any other person or entity may submit an application for a grant of money for a proposed project, the state agency, local government, nonprofit organization or other person or entity must submit a preapplication to the Division for an initial determination by the State Land Registrar of the eligibility of the proposed project to qualify for a grant. In making an initial determination of the eligibility of a proposed project to qualify for a grant, the State Land Registrar will consider the following criteria, without limitation:

(a) Whether the proposed project is listed in the "Environmental Improvement Program" of the Tahoe Regional Planning Agency;

(b) Whether the proposed project is of benefit to the general public as determined by the State Land Registrar; and

(c) Whether the proposed project will treat stormwater runoff that impacts surface water bodies or Lake Tahoe.

Upon the initial determination by the State Land Registrar that a project is eligible to qualify for a grant, the applicant may submit an application for a grant of money for the proposed project.

3. An application by a state agency, a local government, a nonprofit organization or any other person or entity for a grant pursuant to NAC 321.300 to 321.365, inclusive, must be submitted to the Division and include, without limitation:

(a) A completed application package on forms provided by the Division;

(b) The amount of money requested for the project;

(c) The total projected cost of the project, including, without limitation, the estimated costs for planning, design, acquisition and construction;

(d) A detailed description of:

(1) If the applicant is a local government, a nonprofit organization or any other person or entity other than a state agency, the matching contribution that is required for the project pursuant to NAC 321.340; or

(2) If the applicant is a state agency, the matching contribution obtained for the project, if any;

(e) A detailed description of the project;

(f) Identification of any land, lease or easement that must be acquired to carry out the project;

(g) A map of the location of the project;

(h) A statement regarding the conformity of the project to all applicable local and regional land use plans;

(i) Evidence that the project is included within the "Environmental Improvement Program" of the Tahoe Regional Planning Agency;

(j) A plan for the operation and maintenance of the project for a period of not less than 20 years;

(k) If the project will impact how stormwater is transmitted to surface water bodies and Lake Tahoe, a detailed description of the impact;

(l) A detailed description of how the project conforms to the guidelines and objectives described in the application package; and

(m) A detailed description of the environmental and public benefits of the project.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R022-00, 5-4-2000; R004-02, 3-19-2002; R040-12, 9-14-2012)

NAC 321.355 Criteria for evaluation of projects. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001)

1. The State Land Registrar will appoint a Technical Advisory Committee. The members of the Committee serve at the pleasure of the State Land Registrar.

2. For each periodic solicitation of applications by the State Land Registrar pursuant to subsection 1 of NAC 321.345, the Committee shall:

(a) Evaluate the feasibility of each project for which the Division has received an application pursuant to the solicitation and the estimated costs and benefits of the project pursuant to the following criteria:

(1) The benefit to the water quality of Lake Tahoe, including, without limitation, how the project:

(I) Will address a significant problem relating to water quality;

(II) Will result in a demonstrated reduction in the total maximum daily load for stormwater pollutants of concern as determined by the Division of Environmental Protection of the State Department of Conservation and Natural Resources, in surface water bodies and Lake Tahoe; and

(III) Will address impaired stream environment zones.

(2) The adequacy of the design of the project, including, without limitation, whether the proposed project:

(I) Incorporates cost-effective measures and innovative approaches to target stormwater pollutants; and

(II) Restores, preserves and enhances stream environment zones to the maximum extent possible.

(3) The comprehensive approach of the project, including, without limitation, whether all identifiable pollutant issues relating to water quality are considered in the project.

(4) The long-term viability of the project, including, without limitation, the ability of the applicant to inspect, operate and maintain the project.

(5) The ability of the applicant to carry out the project in a timely manner.

(6) If appropriate, whether the project includes any monitoring system for assessing the effectiveness of the project and the project's components.

(7) The amount of cooperation and support for the project from persons other than the applicant, including, without limitation:

(I) Federal, state and local governmental agencies; and

(II) Private landowners.

(8) The amount of a matching contribution to the project that will be provided by the applicant.

(9) The benefits to the public.

(10) The extent that the project meets the objectives and guidelines set forth in the application package provided by the Division.

(b) Recommend to the State Land Registrar the amount of a grant, if any, for the project.

(c) Prepare a preliminary list that ranks projects for which applications have been submitted pursuant to a solicitation in order of priority for the awarding of grants.

3. The Division shall make the preliminary list of prioritized projects prepared by the Committee pursuant to paragraph (c) of subsection 2 available for public review and comment.

4. The State Land Registrar will hold one or more hearings with respect to a preliminary list if the State Land Registrar deems it necessary.

5. The State Land Registrar will:

(a) Prepare a final list of prioritized projects for the award of grants based on public comments and any recommendations received from the Committee; and

(b) Make the final list of prioritized projects available to the public.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R004-02, 3-19-2002; R040-12, 9-14-2012)

NAC 321.360 Agreement between state land registrar and recipient of grant. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001)

1. The State Land Registrar will appoint a Technical Advisory Committee. The members of the Committee serve at the pleasure of the State Land Registrar.

2. For each periodic solicitation of applications by the State Land Registrar pursuant to subsection 1 of NAC 321.345, the Committee shall:

(a) Evaluate the feasibility of each project for which the Division has received an application pursuant to the solicitation and the estimated costs and benefits of the project pursuant to the following criteria:

(1) The benefit to the water quality of Lake Tahoe, including, without limitation, how the project:

(I) Will address a significant problem relating to water quality;

(II) Will result in a demonstrated reduction in the total maximum daily load for stormwater pollutants of concern as determined by the Division of Environmental Protection of the State Department of Conservation and Natural Resources, in surface water bodies and Lake Tahoe; and

(III) Will address impaired stream environment zones.

(2) The adequacy of the design of the project, including, without limitation, whether the proposed project:

(I) Incorporates cost-effective measures and innovative approaches to target stormwater pollutants; and

(II) Restores, preserves and enhances stream environment zones to the maximum extent possible.

(3) The comprehensive approach of the project, including, without limitation, whether all identifiable pollutant issues relating to water quality are considered in the project.

(4) The long-term viability of the project, including, without limitation, the ability of the applicant to inspect, operate and maintain the project.

(5) The ability of the applicant to carry out the project in a timely manner.

(6) If appropriate, whether the project includes any monitoring system for assessing the effectiveness of the project and the project's components.

(7) The amount of cooperation and support for the project from persons other than the applicant, including, without limitation:

(I) Federal, state and local governmental agencies; and

(II) Private landowners.

(8) The amount of a matching contribution to the project that will be provided by the applicant.

(9) The benefits to the public.

(10) The extent that the project meets the objectives and guidelines set forth in the application package provided by the Division.

(b) Recommend to the State Land Registrar the amount of a grant, if any, for the project.

(c) Prepare a preliminary list that ranks projects for which applications have been submitted pursuant to a solicitation in order of priority for the awarding of grants.

3. The Division shall make the preliminary list of prioritized projects prepared by the Committee pursuant to paragraph (c) of subsection 2 available for public review and comment.

4. The State Land Registrar will hold one or more hearings with respect to a preliminary list if the State Land Registrar deems it necessary.

5. The State Land Registrar will:

(a) Prepare a final list of prioritized projects for the award of grants based on public comments and any recommendations received from the Committee; and

(b) Make the final list of prioritized projects available to the public.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R004-02, 3-19-2002; R040-12, 9-14-2012)

NAC 321.365 Authorized and prohibited uses of grant. (§2 of ch. 361, Stats. 1995, as amended by §4 of ch. 25, Stats. 2001; §3 of ch. 514, Stats. 1999, as amended by §5 of ch. 25, Stats. 2001)

1. Except as otherwise provided in subsection 2, the recipient of a grant pursuant to NAC 321.300 to 321.365, inclusive, may use the money from the grant to pay for:

(a) All expenses related directly to the project, including, without limitation, expenses related to the planning, design and construction of the project;

(b) Monitoring the effectiveness of projects funded pursuant to section 3 of chapter 514, Statutes of Nevada 1999, if the State Land Registrar determines such monitoring to be necessary; and

(c) The administrative costs of the project, not to exceed 5 percent of the cost of the project to the State.

2. The recipient of a grant pursuant to NAC 321.300 to 321.365, inclusive, shall not use the money from the grant to pay for:

(a) Any planning activities which are not directly related to the design, engineering and implementation of the project;

(b) The purchase of new equipment, unless the State Land Registrar has determined that the purchase of the new equipment is necessary to monitor the effectiveness of the project;

(c) Paving, unless the paving is approved by the State Land Registrar to address water quality issues;

(d) The acquisition of land, unless such an acquisition is determined by the State Land Registrar to be an integral component of the project;

(e) Any work required by a public agency as mitigation or as a condition of the approval of any other project;

(f) Any component of the project that is determined by the State Land Registrar not to benefit the public;

(g) Installation of best management practices on private property as required by the Tahoe Regional Planning Agency; or

(h) Any other expenses determined by the State Land Registrar not to be necessary to carry out the purposes of this chapter.

(Added to NAC by St. Land Registrar by R222-97, eff. 3-5-98; A by R004-02, 3-19-2002; R040-12, 9-14-2012)

ROSEWOOD CREEK CONTINUATION PROJECT

PROJECT UPDATE FOR NDSL WATER QUALITY AND EROSION CONTROL GRANTS, FEBRUARY 2018

PROJECT SCHEDULE

TASK 1: PROJECT MANAGEMENT AND REPORTING

This task will occur throughout the project and generally consists of coordination with all stakeholders, budget and staff management, and progress and financial reports.

For the coordination component, NTCD will compile a list of all stakeholders, reach out and build a technical advisory committee (TAC) from the stakeholder list, prepare public presentations, complete the necessary public scoping process, and schedule meetings and conference calls as necessary.

For the budget and staff management component, NTCD will track expenses monthly and assure they are within the allotted budget, delegate work internally to meet deliverable deadlines, hire sub-consultants as necessary, and prepare monthly invoices.

For the reporting component, progress and financial reports will be prepared semi-annually within 30 days of the end of the reporting period. The final progress and financial report will be prepared within 30 days of the end of the project period. Progress reports will discuss task completion, upcoming tasks, applicable monitoring results, and any changes to the project schedule or tasks.

Task 1 Outcomes/Deliverables

- Agendas and minutes for a minimum of 5 TAC meetings: 3 during the design process and two during construction
- A completed project within the allotted time and budget constraints
- One final report on construction (December 2019)

TASK 2: PERMITS AND ENGINEERING DESIGN

The following subtasks will be completed during this task: alternative analysis and conceptual designs, project permitting, 50 percent design, 90 percent design, and 100 percent design.

NTCD already completed an alternatives analysis outlining the opportunities available to complete the restoration, and the preferred alternative was selected by a Technical Advisory Committee. The selected alternative's conceptual plan was used to delineate the necessary area of impact for the NEPA permitting process. The project can move forward on schedule for construction in 2018 since the NEPA field studies were able to be completed.

Task 2 Outcomes/Deliverables

- 50 percent engineering plans and cost estimate (March 2018)
- 90 percent engineering plans, specifications, cost estimates and design report (June 2018)
- 100 percent engineering plans, specifications, cost estimates and design report (August 2018)
- Local, state, and federal permits necessary to proceed with construction (October 2018)

- A selected construction contractor (July 2019)

TASK 3: CONSTRUCTION

This task includes surveying to stake the project design, construction of the project's restoration component by the selected contractor, construction inspection by NTCD, and necessary materials testing. Construction will include lining the existing culvert at State Route 28, installation of 2 stormwater basins, rock pools upstream of the culvert, and biostabilization improvements on a portion of the creek approximately 300 feet downstream of the culvert. Biostabilization techniques will employ native plants and natural materials to stabilize banks and create grade controls and inset floodplains.

Task 3 Outcomes/Deliverables

- An approximately 400 foot long restored reach of stream channel (October 2019)

TASK 4: MONITORING

This task will be paid for by others and consists of continued water quality and quantity monitoring of the Area A reach restored between 2012 and 2015 and monitoring on the new reach using the same station. This task also includes final reporting and presentations. Comparisons between sites installed upstream of Area A, upstream of the Continuation Project, and downstream of the Continuation Project will be made to differentiate sediment originating from the stream and sediment originating from State Route 28. A PowerPoint presentation will be given at the SQWIC meeting in November 2021. The final report will be provided to funders, made available on the NTCD website, and distributed to applicable Tahoe Basin regulators such as Lahontan Water Quality Control Board, the Nevada Department of Environmental Protection, and the Tahoe Regional Planning Agency.

Task 4 Outcomes/Deliverables

- A new automatic sampler installed and calibrated on Rosewood Creek above State Route 28 (June 2017, complete)
- A report comparing pre-, during, and post-construction monitoring and summarizing restoration success (October 2021)
- A final report comparing streamflow, turbidity, and water quality data for the three monitoring stations and connecting the results to the Lake Tahoe TMDL (December 2021)
- An oral presentation at the quarterly Stormwater Quality Improvement Committee (SQWIC) meeting (December 2021)

COST ESTIMATE

NTCD is requesting $30,000 from the Water Quality and Erosion Control Grant Program for the proposed project. Funding will be expended during Task 3: Construction (October 2019). A 5% Administrative fee has also been added to the budget.

TOTAL PROJECTED COST

The total projected cost for the Rosewood Creek Continuation Project is $400,029.

MATCH

The Bureau of Reclamation has committed $320,029 to the project and our agreement is in place as of September 15, 2016. NDOT is currently performing a culvert assessment for the State Route 28 culvert within the project area and if the assessment reveals need for maintenance, NDOT is willing to contribute at least

$50,000 to line the culvert as identified in the alternative analysis at a future date. The rehabilitation of the culvert is not in the FY2018 or 2019 budgets.

DETAILED BUDGET

The table below contains the detailed budget for the project.

Rosewood Creek Continuation Project					
			Bureau of Reclamation	NDSL	Total Project Cost
Category	Rate	Total Hours			
Senior Project Engineer	*up to $61.49*	360	$ 22,136	$ -	$ 22,136
Project Engineer	*up to $48.43*	240	$ 11,623	$ -	$ 11,623
Environmental Scientist	*up to $48.41*	640	$ 30,982	$ -	$ 30,982
Administrator	*up to $49.66*	80	$ 3,000	$ -	$ 3,000
Wages (salary and fringe)			$66,232	$ -	$66,232
Personnel Costs (PTO)	14.50%		$11,922	$ -	$11,922
Travel (vehicle mileage)	State Mileage Rate $0.535		$1,093		$1,093
Equipment			$1,818		$1,818
Supplies and recurring costs			$2,328		$2,328
Sub-total			$83,392	$ -	$83,392
Overhead & Administration	40.00%		$33,357	$ -	$33,357
Sub-Contract (NEPA)			$6,000	$ -	$6,000
Sub-Contract (Desert Research Institute			$82,780	$ -	$82,780
Sub-Contracts (Materials Testing and Survey)			$4,500	$ -	$4,500
Sub-Contracts (Construction Contractor			$110,000	$ 30,000	$140,000
NDSL Administrative Fee (5%)				$ 1,500	$1,500
TOTALS		1270	$320,029	$ 31,500	$351,529

LINE ITEMS FOR DRAFT AND FINAL REPORTS

Final Reports are part of Task 1 wages for NTCD funded by the Bureau of Reclamation.

TRAVEL REIMBURSEMENT

The project budget includes a line item for travel reimbursement. Travel reimbursement will follow State of Nevada approved regulations for actual miles travelled for the project at the State approved mileage rate.

GRANT APPLICATION FORM

A. Project Title Rosewood Creek Continuation Project
(Please refer to project name as listed in EIP)

B. Environmental Improvement Program (EIP Project) # 01.02.03.0021

C. Project Location (Please provide map)
Incline Village, Nevada, intersection of State Route 28 and Northwood Blvd. See map in Project Description

D. Project Description: Please attach separately, and refer to Project Description Requirements (attached).

E. Applicant's Name and Contact Information
Meghan Kelly
Nevada Tahoe Conservation District
PO Box 915, Zephyr Cove, NV 89448
Phone: 775-586-1610 x30 Fax: 775-586-1612 Email mkelly@ntcd.org

F. Estimated Total Project Cost: $400,029

Grant Amount Requested (Grant amounts requested from non-state agencies cannot exceed 75% of total cost of design & construction).
$30,000
Sources and amounts of matching funds:
Bureau of Reclamation $320,029, NDOT (unsecured) $50,000

G. Owner of Property(ies): NDOT and Incline Village GID

If others hold any outstanding property rights (additional owners, public/private easements, etc.), attach explanation of how they will participate.

H. On behalf of Nevada Tahoe Conservation District, I request this Application be considered for financial assistance with the Nevada Division of State Lands, Water Quality and Erosion Control Grants Program.

Meghan Kelly
(typed name)

Signature | District Manager (Title) | 11/16/17 (Date)

ROSEWOOD CREEK CONTINUATION PROJECT

PROJECT DESCRIPTION

1 PROJECT SCHEDULE

TASK 1: PROJECT MANAGEMENT AND REPORTING
This task will occur throughout the project and generally consists of coordination with all stakeholders, budget and staff management, and progress and financial reports.

For the coordination component, NTCD will compile a list of all stakeholders, reach out and build a technical advisory committee (TAC) from the stakeholder list, prepare public presentations, complete the necessary public scoping process, and schedule meetings and conference calls as necessary.

For the budget and staff management component, NTCD will track expenses monthly and assure they are within the allotted budget, delegate work internally to meet deliverable deadlines, hire sub-consultants as necessary, and prepare monthly invoices.

For the reporting component, progress and financial reports will be prepared semi-annually within 30 days of the end of the reporting period. The final progress and financial report will be prepared within 30 days of the end of the project period. Progress reports will discuss task completion, upcoming tasks, applicable monitoring results, and any changes to the project schedule or tasks.

Task 1 Outcomes/Deliverables

- Agendas and minutes for a minimum of 5 TAC meetings: 3 during the design process and two during construction
- A completed project within the allotted time and budget constraints
- Nine semi-annual progress and financial reports
- One final progress and financial report

TASK 2: PERMITS AND ENGINEERING DESIGN
The following subtasks will be completed during this task: alternative analysis and conceptual designs, project permitting, 50 percent design, 90 percent design, and 100 percent design.

NTCD already completed an alternatives analysis outlining the opportunities available to complete the restoration, and the preferred alternative was selected by a Technical Advisory Committee. The selected alternative's conceptual plan was used to delineate the necessary area of impact for the NEPA permitting process. The project can move forward on schedule for construction in 2018 since the NEPA field studies were able to be completed.

Task 2 Outcomes/Deliverables

- 50 percent engineering plans and cost estimate (December 2017)
- 90 percent engineering plans, specifications, cost estimates and design report (February 2018)
- 100 percent engineering plans, specifications, cost estimates and design report (March 2018)
- Local, state, and federal permits necessary to proceed with construction (April 2018)

- A selected construction contractor (May 2018)

TASK 3: CONSTRUCTION

This task includes surveying to stake the project design, construction of the project's restoration component by the selected contractor, construction inspection by NTCD, and necessary materials testing. Construction will include lining the existing culvert at State Route 28, installation of 2 stormwater basins, rock pools upstream of the culvert, and biostabilization improvements on a portion of the creek approximately 300 feet downstream of the culvert. Biostabilization techniques will employ native plants and natural materials to stabilize banks and create grade controls and inset floodplains.

Task 3 Outcomes/Deliverables

- An approximately 400 foot long restored reach of stream channel (October 2018)

TASK 4: MONITORING

This task consists of continued water quality and quantity monitoring of the Area A reach restored between 2012 and 2015 and monitoring on the new reach using the same station. This task also includes final reporting and presentations. Comparisons between sites installed upstream of Area A, upstream of the Continuation Project, and downstream of the Continuation Project will be made to differentiate sediment originating from the stream and sediment originating from State Route 28. A PowerPoint presentation will be given at the SQWIC meeting in November 2021. The final report will be provided to funders, made available on the NTCD website, and distributed to applicable Tahoe Basin regulators such as Lahontan Water Quality Control Board, the Nevada Department of Environmental Protection, and the Tahoe Regional Planning Agency.

Task 4 Outcomes/Deliverables

- A new automatic sampler installed and calibrated on Rosewood Creek above State Route 28 (June 2017, complete)
- A report comparing pre-, during, and post-construction monitoring and summarizing restoration success (November 2020)
- A final report comparing streamflow, turbidity, and water quality data for the three monitoring stations and connecting the results to the Lake Tahoe TMDL (September 2021)
- An oral presentation at the quarterly Stormwater Quality Improvement Committee (SQWIC) meeting (November 2021)

2 PROJECT PARTICIPANTS

Project participants and roles are listed in Table 1 below.

Table 1. Key Project Participants.

Agency	Role(s)
Nevada Tahoe Conservation District	Project Proponent and Manager
Bureau of Reclamation	Funder, NEPA Lead
Incline Village General Improvement District	Land Owner
Nevada Department of Transportation	Potential Funder, Landowner
Nevada Division of State Lands	Potential Funder
Washoe County	County, Regulatory
US Army Corps of Engineers	Regulatory
Nevada Department of Environmental Protection	Regulatory
Tahoe Regional Planning Agency	Regulatory

3 PROJECT SUMMARY AND SITE PLAN

BACKGROUND

Incline Village, on the Nevada side of Lake Tahoe, experienced heavy development in the 1960s and 1970s that caused excessive sediment erosion to the Lake. Since that period, urban development has slowed and sediment erosion rates have subsequently decreased. However, watersheds within Incline Village still have high rates of erosion and nutrient flux relative to background conditions. Research for the Lake Tahoe Total Maximum Daily Load (TMDL) determined that the Third Creek watershed was the fifth highest contributor of fine sediment to Lake Tahoe from perennial streams and the largest contributor on the Nevada side of the lake.

Rosewood Creek is a tributary to Third Creek and has undergone multiple restoration projects in the past 14 years. In the summer of 2003, a completely new channel was constructed for Lower Rosewood Creek (between State Route 28 and Lakeshore Blvd.) in an attempt to mitigate sediment and nutrient loading to Lake Tahoe by creating a functioning stream environment zone (SEZ).

PROJECT DESCRIPTION

This project, the Rosewood Creek Continuation Project, will restore a portion of the creek between the downstream end of the Area A Restoration Project (completed in 2015) and the upstream end of the Lower

Rosewood Creek Restoration Project (completed in 2003) (Figure 1). The Continuation Project also will continue to collect and analyze the water quality monitoring data necessary to establish SEZ restoration projects' contributions to achieving the water quality limits set forth in the Lake Tahoe TMDL.

Figure 1. Left: stormwater outfall with only pretreatment (sediment trap) prior to discharge to Rosewood Creeek. Right: View of Corrugated Metal Arch Pipe installed in 1979 from upstream.

The Project Location Map (Figure 2) and the Conceptual Map of Preferred Alternative (Figure 3) are shown in the pages that follow. Additional information is available in the Final Alternatives Analysis dated October 2017 at the Nevada Tahoe Conservation District.

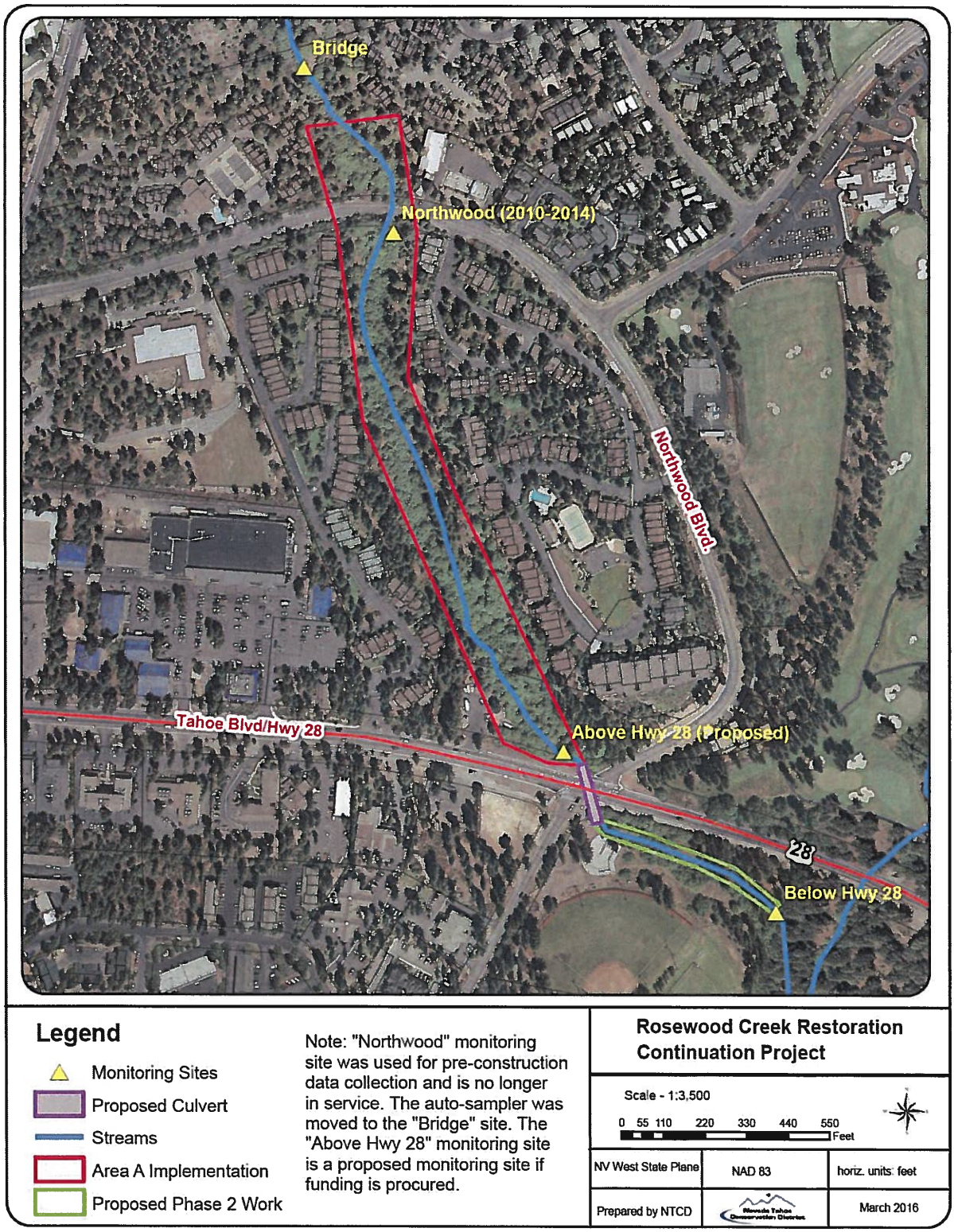

Figure 2. Project Location Map.

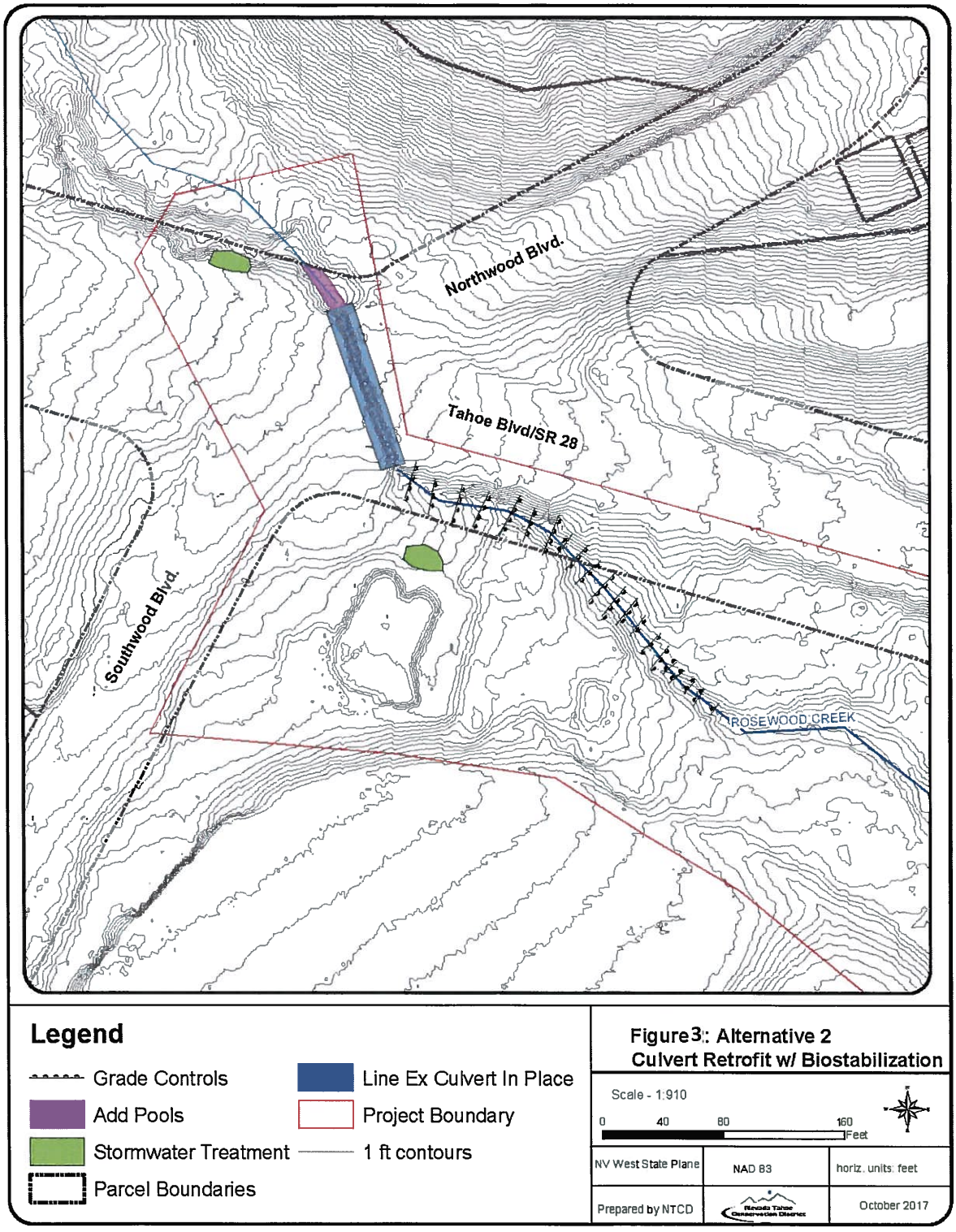

Figure 3. Conceptual Map of Preferred Alternative.

4 Conceptual Project Goals, Objectives and Anticipated Results

The three major goals and objectives of the Project:

1 RESTORATION OF A ROSEWOOD CREEK SECTION DOWNSTREAM FROM AREA A THROUGH CULVERT REPLACEMENT AND BIOSTABILIZATION

This phase will continue restoration improvements and monitoring of Rosewood Creek. The restoration will focus on a portion of the creek that is directly downstream from the recently restored Area A and owned by Nevada Department of Transportation (NDOT) and Incline Village General Improvement District (IVGID). This phase of restoration will retrofit a culvert that frequently clogs with sediment with one that more closely matches the creek's slope and maintains fish passage for the area's native fish. Below the culvert, this portion of the creek has multiple headcuts and the creek is disconnected from its floodplain. Because the area is densely vegetated, the project will use biostabilization and low impact construction methods to repair these headcuts. See Figure 3 for proposed improvement locations.

2 PRE-, DURING, AND POST-CONSTRUCTION MONITORING OF NEWLY COMPLETED RESTORATION WORK DOWNSTREAM OF AREA A.

Pre-, during, and post-construction monitoring on the portion of Rosewood Creek restored with this project will be conducted for a period of up to five years to quantify restoration success. Visual measurements will be taken as photo points – photos will be taken at a set number of discrete points to document the changes over time. Physical measurements will be taken as a stream profile and floodplain and channel cross-sections. Changes in profiles and cross-sections can be used to track degradation and aggradation of channel banks and bed and will be used to measure success in preventing erosion and improving floodplain connectivity. Pre-construction measurements will also be used to inform the design. During construction, measurements will be made to ensure the construction is meeting applicable regulations and matching the design plans. Post-construction measurements, over a minimum of two years, will be used to document project success and determine if the contractor needs to make repairs within a set two-year project maintenance bonding period.

3 CONTINUATION OF ROSEWOOD AREA A POST-CONSTRUCTION WATER QUALITY MONITORING

(Paid for by Bureau of Reclamation) Post-construction monitoring on Rosewood Creek Area A will continue for a period of four years to understand the effects of restoration on achieving the TMDL goals for Lake Tahoe. Rosewood Creek Area A was restored over a four year period from 2012 to 2015. Post-construction monitoring has been ongoing since water was introduced into the new channel (October 2014). Pre-construction monitoring occurred just below Northwood Blvd ("Northwood") and below State Route 28 ("Below Hwy 28"). Post-construction monitoring has occurred above Northwood Blvd ("Bridge") and the same monitoring site below State Route 28 ("Below Hwy 28"); see Figure 2 for monitoring site locations. The drought limited the opportunities to monitor storm events and therefore a statistically robust number of water quality samples have not been collected. An additional four years of data and an additional monitoring station above State Route 28 ("Above Hwy 28" in Figure 2) is needed to more accurately depict the results of the restoration in achieving water quality goals and will contribute to the overall TMDL research for the region. Currently, it is difficult to separate the effects of the recent stream restoration from the effects of stormwater runoff from State Route 28, and adding a monitoring station above the highway will enable parsing of these effects.

The Lake Tahoe TMDL identifies stream restoration as an important component of achieving lake clarity, but does not allow the restorations to garner Lake Clarity Credits because a restored watershed's impact on stormwater from the urban environment is uncertain. Continued post-construction monitoring will be used to improve our understanding of the relationship between establishment of a mature fluvial ecosystem and sediment removal from creeks, and a creek's ability to sequester sediment from the urban environment. Water quality samples will be collected during periods of snow melt and storms and they will be analyzed for both nutrients and sediment load (including fine sediment). Water quantity, turbidity, and temperature data will be continuously collected. A sufficient number of samples will be analyzed so that the sampling is statistically robust. NTCD and the Desert Research Institute (DRI) will present results to the interagency working group on stormwater quality (Stormwater Quality Improvement Committee, SWQIC) and, if data shows the stream restoration in Rosewood Creek Area A and the area below State Route 28 has a positive impact on water quality above and below the urban input (State Route 28), NTCD will seek to inform the agency rule changes to more effectively manage stormwater runoff by encouraging more stream restoration projects in the Tahoe Basin.

5 OPERATIONS AND MAINTENANCE

NTCD will produce an inspection and maintenance plan for maintaining the assets installed as part of the project. This will be a section of the final Design Report. NDOT and IVGID will maintain assets installed on their respective lands for 20 years.

6 COST ESTIMATE

NTCD is requesting $30,000 from the Water Quality and Erosion Control Grant Program for the proposed project. Funding will be expended during the Task 3: Construction (October 2018) and Task 4: Monitoring - final reporting (September 2021).

TOTAL PROJECTED COST

The total projected cost for the Rosewood Creek Continuation Project is $400,029.

MATCH

The Bureau of Reclamation has committed $320,029 to the project and our agreement is in place as of September 15, 2016. NDOT is currently performing a culvert assessment for the State Route 28 culvert within the project area and if the assessment reveals need for maintenance, NDOT is willing to contribute at least $50,000 to line the culvert as identified in the alternative analysis. If the culvert does not need a lining at this time, NDOT is committed to providing support for the stormwater component of the project. A more detailed budget follows.

DETAILED BUDGET

Table 2 contains the detailed budget for the project.

Table 2. Detailed Budget for the Rosewood Creek Continuation Project.

Rosewood Creek Continuation Project						
Category	Rate	Total Hours	Bureau of Reclamation	Nevada Department of Transportation	NDSL	Total Project Cost
Senior Project Engineer	*up to $62.90*	352	$ 22,136	$ -	$ -	$ 22,136
Project Engineer	*up to $48.24*	241	$ 11,623	$ -	$ -	$ 11,623
Environmental Scientist IV	*up to $50.40*	585	$ 30,982	$ -	$ -	$ 29,472
Staff Engineer/Env Scientist III	*up to $38.13*	80	$ 1,490	$ -	$ -	$ 3,000
Wages (salary and fringe)			$66,232	$ -	$ -	$66,232
Personnel Costs (PTO)	14.50%		$11,922	$ -	$ -	$11,922
Travel (vehicle mileage)	State Mileage Rate $0.535		$1,093	$ -		$1,093
Equipment			$1,818			$1,818
Supplies and recurring costs			$2,328	$ -		$2,328
Sub-total			$83,392	$ -	$ -	$83,392
Overhead & Administration	40.00%		$33,357	$ -	$ -	$33,357
Sub-Contract (NEPA)			$6,000	$ -		$6,000
Sub-Contract (Desert Research Institute			$77,780		$ 5,000	$82,780
Sub-Contracts (Materials Testing and Survey)			$4,500		$ -	$4,500
Sub-Contracts (Construction Contractor			$115,000	$ 50,000	$ 25,000	$190,000
TOTALS		1270	$320,029	$ 50,000	$ 30,000	$400,029

LINE ITEMS FOR DRAFT AND FINAL REPORTS

Final Reports are part of Task 1 wages for NTCD funded by the Bureau of Reclamation and DRI's subcontract under the NDSL funding ($5,000). The total final reporting budget for NDSL is $5,000 under Task 4.

TRAVEL REIMBURSEMENT

The project budget includes a line item for travel reimbursement. Travel reimbursement will follow State of Nevada approved regulations for actual miles travelled for the project at the State approved mileage rate.

PROJECT PERSONNEL BASE SALARIES AND TITLES

An estimated breakdown of the NTCD personnel anticipated to be working on project tasks is included in Table 3.

Table 3. District Staff, Titles, and Hourly Base Rate.

NTCD STAFF	TITLE	BASE RATE AS OF OCTOBER 31, 2017
Meghan Kelly	Senior Project Engineer	$59.34
Monica Grammenos	Project Engineer	$45.51
Chris Waechter	Staff Engineer	$35.97
Domi Fellers	ES IV	$47.55
Dana Olson	Administrator/ES III	$35.97

All staff is estimated to get a 6% salary increase during the 2018 fiscal year and this is factored into the rates used for the budget.

7 EASEMENTS/ACQUISITION

Work for this project will be completed in the Nevada Department of Transportation (NDOT) right-of-way and adjacent Incline Village General Improvement District (IVGID) land with appropriate permits, thus title is not anticipated to be an issue.

8 CONFORMITY

The Project is part of the EIP 5 year list and will comply with all local and regional land use plans including the Tahoe Regional Planning Agency, the Incline Village Commercial Community Plan and Fairway Plan Area, the IVGID Recreation Facilities Master Plan, the Washoe County Recreational Opportunities Plan, the 2017 Regional Tahoe Transportation Plan, and the NDOT Stormwater Load Reduction Plan.

Nevada Tahoe Conservation District

PO Box 915
Zephyr Cove, NV 89448
775-586-1610 x 21

Board Meeting Agenda

November 30, 2017
10:00 AM (estimated 2 hour duration)

Location: Nevada Tahoe Conservation District building, 400 Dorla Ct., Zephyr Cove, NV

Call in Information: (515) 739-1034, code 341249#

Agenda Item

1 Call to Order

2 Supervisor Roll Call

3 Pledge of Allegiance

4 Approval of the Agenda

This is the tentative schedule for the meeting. The Board reserves the right to take items in a different order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay the discussion relating to an item on the agenda at any time.

5 Public Interest Comments (No Action)

Possible Changes to Agenda Order and Timing. Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.

Posted: Nevada Tahoe Conservation District Administrative Office, Douglas County Clerk, Washoe County Clerk, NV Division of Conservation Districts.

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to telephone the NTCD Administrative Office at (775) 586-1610 x21 three days prior to the Board meeting. Please contact Dana Olson at PO Box 915, Zephyr Cove, NV 89448; or email dolson@ntcd.org; or phone 775-586-1610 #21 to obtain supporting material for the agenda. Supporting material may also be found at http://ntcd.org/html/board.php

CONSENT CALENDAR

The consent calendar consists of items 6 and 7 below. Items appearing on the Consent Calendar are items that can be adopted with one motion unless pulled by a Supervisor or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they are making the request. When items are pulled for discussion, they will be automatically placed at the beginning of the Administrative Agenda or may be continued until another meeting.

Motion to approve the Consent Calendar

Agenda Items	Page #
6 Agency Reports, Discussion/Possible Action	
A For Possible Action: Natural Resources Conservation Service (NRCS) report	
B For Possible Action: National Association of Conservation Districts (NACD) report	
C For Possible Action: Department of Conservation and Natural Resources Conservation District Program report	
D For Possible Action: Nevada Association of Conservation Districts (NvACD) report	
7 Discussion/Possible Action (Business)	
A For Possible Action: Approval of the Board of Supervisors meeting minutes for October 19 , 2017	4

ADMINISTRATIVE CALENDAR

Agenda Items		Page #
8	**Consent Calendar items pulled for further discussion** Item(s) pulled from the Consent Calendar will be heard at this time.	
9	**For Possible Action: Approval of the NTCD financial report for October 2017.** As of 9/30/17, the District's Fund balance was $110,614. This represents the District's available spendable resources, or assets less liabilities. August had a deficit of $697. There was approximately $2000 more General Fund spending by the staff than average and the quarterly Pool Pact payment of $2,223. To balance this, the District received their annual $4,543 from the Conservation District Program (State of Nevada). This is the District's 4st month of the fiscal year.	8
10	**For Possible Action: Board Resolutions and Approval of Assurances for 2017 Nevada Tahoe Bond Act Grant Applications** Three grant pre-applications (Rosewood Creek Continuation, Marlette Creek Restoration and Water Quality Improvement, and Kahle Water Quality Basin Improvement Project) have been approved by the Nevada Division of State Lands for application to the Nevada Tahoe Water Quality and Erosion Control Grant Program. Full proposals are due today and require a board resolution approving the application as well as signed assurances.	14
11	**For Possible Action: Update of the Douglas County for Kahle Water Quality Basin Implementation Grant and Approval of the Douglas County Interlocal Agreement** A new contract of $410,000 for the Kahle Water Quality Basin Implementation Project has been approved by Douglas County and the Tahoe Regional Planning Agency. An interlocal agreement and scope of work have been complied and will be presented at the Board of County Commissioners later today.	41
12	**For Possible Action: Approval of sub-consultant Agreement for Welsh Hagen Associates** Welsh Hagen Associates was selected by the Tahoe Transportation District (TTD) to complete the 50% design of the Kahle Drive Complete Street Project. The District wishes to use the selection process used by TTD and award the contract Welsh Hagen.	50
13	**For Possible Action: Updating Key Executives and Removing Owner of Wells Fargo Business Account** Jason Brand is the Key executive and Dan St John is the Owner of the NTCD bank account. Wells Fargo requires a board motion to update these account managers.	
14	**For Possible Action: Approval of Caltrans Lake Tahoe Total Maximum Daily Load Monitoring and Reporting Subgrant Agreement** This is a new agreement that is very similar to agreements with CDM Smith and Caltrans in the past. This will provide as-need support for stormwater management and regulatory compliance.	51
15	**For Possible Action: Staff Report**	
16	**Supervisor's Comments**	
17	**Public Interest Comments**	
18	**For Possible Action: Motion to Adjourn**	

Nevada Tahoe Conservation District Board Resolution

Resolution of the ***Nevada Tahoe Conservation District*** approving the application for State of Nevada Lake Tahoe Water Quality and Stream Environment Zone Grant Funds.

Project:Rosewood Creek Continuation Project

WHEREAS, the ***Nevada Tahoe Conservation District*** is submitting an application to the Division of State Lands(the "Division") for financial assistance; and,

WHEREAS, the adopted procedures established by the Division require that the applicant must certify by resolution the approval of proposed project, application, including all understanding and assurances contained therein, and availability of matching funds prior to submission of said applications to the Division.

NOW THEREFORE, BE IT RESOLVED that the proposed ***Rosewood Creek Continuation Project*** is approved for implementation;

BE IT FURTHER RESOLVED that the ***Nevada Tahoe Conservation District*** does hereby certify that said agency can finance 100% of their share of the project.

BE IT FURTHER RESOLVED that the ***Nevada Tahoe Conservation District Board*** does hereby appoint ***Meghan Kelly*** as agent of the ***Nevada Tahoe Conservation District*** to conduct all negotiations, execute and submit all documents including applications, agreements, billing statements, and so on which may be necessary for the completion of the above project.

Introduced, passed and approved this 16th day November, 2017.

Name

CHAIRMAN
Title

Attest:

Douglas J. Martini
Name

Vice Chair
Title

ASSURANCES

State of Nevada, Division of State Lands
Lake Tahoe Water Quality Grant Program

The Applicant hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements of the Division of State Lands (the "DIVISION"). Also, the Applicant gives assurance and certifies with respect to the grant that:

A. The Applicant possesses legal authority to apply for the grant, along with the ability to finance and construct the proposed facilities.

B. The Applicant gives assurance that a resolution, motion, statute, authority or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

C. The Applicant will have sufficient funds available to meet the non-Bond Act share of the costs (match) with the understanding that Grant payments are on a reimbursement basis only. The non-Bond Act share of costs claimed as match will be documented to the same standards as expenditures reimbursed by Bond-Act funds.

D. The Applicant will have sufficient funds available when construction is completed to assure effective operation and maintenance of the facilities for at least 20 (twenty) years after project completion for the purposes constructed. The Applicant will not dispose of or encumber its title or other interests in the site and facilities for 20 years without state approval. The applicant will maintain the project and associated infrastructure for a minimum of 20 years.

E. To the fullest extent permitted by law, the applicant will agree to indemnify, hold harmless and defend the State of Nevada, it's officers, employees, agents and invitees from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the Applicant, its officers, employees and agents.

F. The Applicant will furnish progress reports and such other information as the DIVISION may require. At a minimum the DIVISION will be notified and given the opportunity to review the project design and construction at multiple project milestones:

- Project Initiation after grant award
- Completion of 25, 50, and 90 percent of the Project design
- Final design prior to advertisement and award of contract

- Preconstruction Meeting
- Completion of 25, 50 and 75% of construction
- Project completion prior to release of contractor

G. The Applicant will provide and maintain competent and adequate engineering supervision and inspection at the construction site to insure that completed work conforms to the approved plans and specifications.

H. The Applicant will operate and maintain the work done in accordance with the minimum standards as may be required or prescribed by the applicable state and local agencies.

I. The Applicant will obtain all permits, easements and other private and governmental agency approvals required for the project prior to the commencement of construction.

J. The Applicant must receive notice to proceed from the DIVISION prior to advertisement of bids and commencement of construction.

K. The Applicant will give the DIVISION or its designate, access to and the right to audit project records.

L. The Applicant will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving state agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.

M. The Applicant will comply with Title IV of the Civil Rights Act of 1964 (P. O. 88-352).

N. The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

O. The Applicant will comply with the provisions of the Hatch Act which limit the political activity of employees.

P. The applicant understands that competitive opening bidding is required as outlined in Nevada Revised Statutes Chapter 338.

Name GLEN T. SMITH

Signature _____ Date: 11-30-17

21 NOV '17 AM10:30

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

BRIAN SANDOVAL
Governor

RUDY MALFABON, P.E., *Director*

In Reply, Refer to:

November 16, 2017

Holly Holwager
Nevada Division of State Lands
Lake Tahoe License Plate Program
901 South Stewart Street, Suite 5003
Carson City, NV 89701

RE: Support for Rosewood Creek Continuation Project NDSL WQEC Grant Proposal

Dear Ms. Holwager:

On behalf of the Nevada Department of Transportation (NDOT), we are pleased to support the Rosewood Creek Continuation Project (Project) Nevada Division of State Lands Water Quality and Erosion Control Grant Proposal prepared and submitted by Nevada Tahoe Conservation District (NTCD). The project plans to reconnect floodplain and halt further erosion by restoring an approximate 400-foot section of Rosewood Creek using bio stabilization. The Project will also examine opportunities to disconnect and/or treat directly connected stormwater flows from NDOT and Washoe County right-of-ways. Finally, the project will contribute to ongoing research on the potential for stream restorations to treat urban runoff and provide drought resiliency.

A portion of the project is within the NDOT right-of-way and NDOT is a willing partner in the Project. NDOT is also willing to offer in kind support to the project and potentially financial support if alternatives are identified that treat stormwater flows from NDOT right-of-way. We look forward to once again collaborating with Nevada Tahoe Conservation District and other stakeholders.

Sincerely,

Matthew L. Nussbaumer, P.E.
Principal Hydraulic Engineer

c: Meghan Kelley, NTCD—District Manager

INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT

February 20, 2018

Meredith Gosejohan
Nevada Division of State Lands
Lake Tahoe License Plate Program
901 South Stewart Street, Suite 5003
Carson City, Nevada 89701

Subject: Support for Continuation of Rosewood Creek Restoration

Dear Ms. Gosejohan,

On behalf of the Incline Village General Improvement District (IVGID), we are pleased to support the Continuation of Rosewood Creek Restoration Project Proposal submitted by Nevada Tahoe Conservation District (NTCD). The project plans to reconnect floodplain and halt further erosion by restoring an approximately 400 foot section of Rosewood Creek using biostabilization and culvert replacement or retrofit. The Project will also examine opportunities to disconnect directly connected stormwater flows from NDOT and Washoe County right-of-ways. Finally, the project will contribute to ongoing research on the potential for stream restorations to treat urban runoff and provide drought resiliency.

A portion of the project is on IVGID land and IVGID is a willing partner in the Project and grant land access to NTCD. Because of IVGID's experience with multiple stream restoration projects in the past decade, including one of a lower section of Rosewood Creek, IVGID can also offer in kind support to the project. We look forward to once again collaborating with Nevada Tahoe Conservation District.

Sincerely,

Steven J. Pinkerton
General Manager

Incline Village Parks & Rec
Championship Course Lake Tahoe
Mountain Course Lake Tahoe
Diamond Peak
Incline Village Parks & Recreation