

**NEVADA DIVISION OF STATE LANDS  
FUND TO PROTECT LAKE TAHOE  
AMENDMENT #1 to the PROJECT FUNDING AGREEMENT for the  
LOWER WOOD CREEK PHASE I WATER QUALITY IMPROVEMENT  
PROJECT (FTPLT 18-003)**

Therefore, the Lower Wood Creek Phase I Water Quality Improvement Project (FTPLT 18-003) is hereby amended to increase the Local Share of Project Cost by \$200,000 totaling \$922,000; the State Share of Project Cost by \$1,080,000 totaling \$2,365,000; thereby increasing the total Estimated Project Cost to \$3,287,000; and amended to extend the termination date from March 31<sup>st</sup>, 2021 to March 31<sup>st</sup>, 2022. This page will replace Page 1 of the original funding agreement up to the Project Scope.

**STATE OF NEVADA  
PROJECT FUNDING AGREEMENT**

GRANTEE: Washoe County Community Services Department

Project Title: Lower Wood Creek Phase I Water Quality Improvement Project

Period Covered By  
This Agreement: April 2, 2018 – March 31, 2022


Tax ID Number: 88-6000031

Project Cost:

A. Estimated Project Cost	\$ 3,287,000.00
B. Local Share of Project Cost	\$ 922,000.00
C. State Share of Project Cost	\$ 2,365,000.00

IN WITNESS WHEREOF, the parties hereto have executed the AMENDMENT as of the date entered below, and intend to be legally bound thereby.

Department of Conservation and Natural Resources; Division of State Lands

  
\_\_\_\_\_  
Charles Donohue  
Administrator  
Nevada Division of State Lands

Date: 2/5/2020

GRANTEE

\_\_\_\_\_  
Washoe County Community Services Department

Date: \_\_\_\_\_

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

Washoe County – Community Services Department  
(Grantee)

1001 East 9th Street  
PO Box 11130  
Reno NV 89520  
phone: (775) 328-2040  
Fax: (775) 328-3699

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 Washoe County Community Services Department representative.

2. DEFINITIONS. "Grantor" means the Nevada Division of State Lands, its officers and employees. "Grantee" means the Washoe County Community Services Department.

3. FUNDING AGREEMENT TERM. This Funding Agreement shall be effective from April 2, 2018 to March 31, 2021, 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: Washoe County – Lower Wood Creek Phase I Water Quality Improvement Project (FTPLT 18-003) Summary & Special Conditions

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

ATTACHMENT C: Water Quality and Erosion Control Grant Application prepared by Washoe County Community Services Department, Engineering and Capital Projects Division revised February 23, 2018.

6. COST: Grantor agrees to provide a maximum of \$1,285,000.00 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 - Grantor Signature  
Division of State Lands - Administrator

4/7/18  
Date



Marsha Berkgigler, Chair - Grantee Signature  
Washoe County Commission

3/27/18  
Date

## ATTACHMENT A

### NEVADA DIVISION OF STATE LANDS FUND TO PROTECT LAKE TAHOE

#### Water Quality Improvement Project (FTPLT 18-003) Summary & Special Conditions

GRANTEE: Washoe County Community Services Department

Project Number: FTPLT 18-003

Project Title: Lower Wood Creek Phase I Water Quality Improvement Project

Period Covered  
By This Agreement: April 2, 2018 – March 31, 2021

Tax ID Number: 88-6000031

Project Cost:

A. Estimated Project Cost (Planning, Design and Construction)	\$ 2,007,000.00
B. Local Share of Project Cost	\$ 722,000.00
<b>C. State Share of Project Cost</b>	<b>\$ 1,285,000.00</b>

**Refer to A: Planning, Design and a portion of Construction Costs** are currently estimated at \$2,007,000.00.

**Refer to B: Local Share is responsible for the ACTUAL costs** of planning, design, construction engineering and construction estimated to be \$722,000.00. However, these costs will adjust to actual expenditures of project planning, design, construction engineering and construction.

**Refer to C: The State is responsible for the ACTUAL costs** of planning, design, construction and construction engineering estimated to be \$1,285,000.00. Planning, design, construction engineering and construction costs will adjust to actual expenditures, not to exceed \$1,285,000.00 unless the grant is amended by the Nevada Division of State Lands.

**Project Scope (Brief Description of Project)**

Overall goals of the project are to plan, design and implement a Water Quality Improvement Project in Incline Village to improve water quality and aid Washoe County in achieving Total Maximum Daily Load (TMDL) load reductions. The project may include storm drain pipes and manholes, concrete curb and gutter, shoulder stabilization, channel improvements, infiltration chambers, catch basins, water quality treatment basins, culvert improvements, rock slope protection and revegetation to control erosion and improve water quality.

## 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 Washoe County Community Services Department (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

## ATTACHMENT A

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.



## ATTACHMENT A

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:

- |   |                |
|---|----------------|
| • 1 <sup>st</sup> Quarter January 1 - March 31    | Due April 30   |
| • 2 <sup>nd</sup> Quarter April 1 - June 30       | Due July 30    |
| • 3 <sup>rd</sup> Quarter July 1 - September 30   | Due October 30 |
| • 4 <sup>th</sup> 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

## **ATTACHMENT A**

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)

**State of Nevada  
Division of State Lands**

**WATER QUALITY AND EROSION CONTROL  
GRANT APPLICATION**

for

***Lower Wood Creek Phase I Water Quality Improvement Project  
EIPNo.01.01.01.0111***

Submitted:  
November 16, 2017

Revised:  
February 23, 2018

**Prepared by:**

Washoe County Community Services Department  
Engineering and Capital Projects Division

1001 E. Ninth Street, PO Box 11130  
Reno, NV 89520

## 1 Project Schedule

The Lower Wood Creek Phase I Water Quality Improvement Project (WQIP) is currently in the scoping and funding stage. Planning and design phases of the project are proposed to occur March 2018 through March 2020 with project construction anticipated during the 2020 construction season (May 1 – October 15). The proposed schedule is based on funding being available by March 1, 2018 and a project consultant selected shortly thereafter.

Table 1 provides a more detailed preliminary schedule that shows the progression of Lower Wood Creek Phase I project from the planning phase through construction and project closeout.

**Table 1. Proposed Project Schedule**

<b>Project Phases and Tasks</b>	<b>Dates</b>
<b>Project Scoping and Funding</b>	<b>October 2017 – February 2018</b>
<b>Planning</b>	<b>March 2018 – March 2020</b>
Surveying & Mapping	May 2018 – October 2018
TMDL Existing Conditions and Report	April 2018 – July 2018
PLRM Alternatives (FEA)	August 2018 – November 2018
Stakeholder Facilitation & Public Participation	March 2018 – March 2020
Environmental Documentation	May 2018 – March 2020
Regulatory Compliance & Permitting	May 2018 – March 2020
<b>Design</b>	<b>December 2018 – March 2020</b>
Design (30%, 60%, and 90%)	December 2018 – November 2019
Construction Plans, Specifications, & Estimates (100%)	December 2019 – February 2020
Advertise and Bid	February 2020 – April 2020
<b>Construction</b>	<b>April 2020 – December 2020</b>
Construction	May 2020 – October 2020
Construction Management	April 2020 – December 2020
<b>Project Management/Coordination</b>	<b>March 2018 – March 2021</b>
Register Lake Clarity Credits	August 2020 – February 2021
Project Closeout	October 2020 – March 2021

## 2 Project Participants

The following list identifies anticipated project partners (individuals and organizations) and their project roles.

### 2.1 Project Partners

- Ben Jesch, P.E.; Joaquin Tabbada, CFM and Kristine Klein, P.E., Washoe County Community Services Department Engineering and Capital Projects Division - Project Proponent
- Rich Thomsen and Ross Heppe, Washoe County Community Services Department Operations Division - Project Proponent
- Meredith Gosejohan, Nevada Division of State Lands (NDSL) - Funding Partner

- Ed Skudlarek, Nevada Division of Environmental Protection (NDEP) - TAC Member
- Nevada Department of Transportation (NDOT) - TAC Member (Staff to be determined)
- Tahoe Regional Planning Agency (TRPA) - TAC Member (Staff to be determined)
- Michael Lefrancois, Incline Village General Improvement District (IVGID) – TAC Member
- Washoe County Project Consultant – to be determined
- Domi Fellers, Nevada Tahoe Conservation District (NTCD) - Washoe County PLRM Consultant

### 3 Project Summary

#### 3.1 Project Description

The Lower Wood Creek Phase I WQIP I is located in the highly urbanized core of Incline Village. The project was selected based on information in the PLRM V2.1 Recalculated Baseline Pollutant Loads for Washoe County and the Nevada Department of Transportation (NTCD, 2016 [Baseline Report]). Land uses include commercial, multi-family residential and single family residential, with large amounts of impervious area. Wood Creek flows through the eastern edge of the project, and the project area is directly connected to both Wood Creek and Lake Tahoe (see Figure 1).

Contributing drainage areas, estimated fine sediment (FSP) load rank, and catchment connectivity have been defined in the Baseline Report, and these criteria provide the basis for project development. Three catchments from the Baseline Report, J01, C04 and C07 make up the project area. State Route 28 crosses through the project area and falls under the jurisdiction of NDOT. Washoe County will coordinate with NDOT prior to providing treatment of any stormwater runoff originating from State Route 28. Figure 2 depicts the FSP load rank (lbs/yr/acre) for the catchments in the Lower Wood Creek WQIP, and Figure 3 highlights specific water quality problem areas identified by field inspections. Notable water quality concerns within the project area include unprotected and erodible road shoulders that experience heavy parking pressure; bare earth ditches that serve as the primary drainage conveyance; and Wood Creek culverts with limited ability to convey greater than the average annual creek flow. The project area is moderately steep with existing stormwater infrastructure that drains directly to Wood Creek or Lake Tahoe. See Attachment B for photos of typical source control, conveyance and erosion problems within the project (see Figure 5 for photo locations).

Heavy parking demand on the unprotected road shoulders in the project area results in tracking of FSP to the paved roadway. That FSP is then washed into the existing conveyance system (consisting mainly of bare earth ditches) during runoff events. Although some ponding may occur in some ditches throughout the project area, most ditches have flow velocities such that FSP will remain suspended in the runoff and not drop out before discharging to Wood Creek or Lake Tahoe. The steeper unlined ditches show evidence of flow velocities that are erosive, and ditch erosion contributes additional FSP load to the runoff.

The project area includes six roadway crossings of Wood Creek. At all locations, unprotected roadway shoulders drain directly into the creek, and bare dirt parking areas on Alder Avenue also drain directly to Wood Creek. In addition to the introduction of FSP to Wood Creek directly from the roadway, minimal

culvert capacity is available at several of the culvert crossings. Although the Wood Creek channel seems relatively stable in the project area, the existing culvert crossings are such that a high flow event (such as a thunderstorm) would likely create a new source of FSP loading to Lake Tahoe. As the capacity of these crossings is exceeded, creek flows will spread laterally along the upstream edge of the road before overtopping and likely result in significant erosion to the existing roadbed with downstream deposition of sediment. Both the erosion caused by the roadway overtopping and downstream deposition will provide new FSP sources until they can be stabilized.

Washoe County has voluntarily entered an Interlocal Agreement to Implement the Lake Tahoe Total Maximum Daily Load (NDEP & Washoe County, 2016 [ILA]), which requires Washoe County to reduce the amount of FSP in urban stormwater runoff. Although improvements implemented with Lower Wood Creek Phase I will be directly focused on reducing FSP loads, reducing FSP is likely to result in some reductions in nitrogen and phosphorous. Changes to nitrogen and phosphorus loading will be reported in all PLRM modeling for the project.

Pollutant controls and stormwater treatment facilities expected to be constructed with this project include source control, conveyance improvements, and infiltration (see Figure 4). Most road shoulders within the project are unprotected and/or erodible. Shoulder stabilization that includes an infiltration component will be considered in these areas. Ditch lining will be considered for bare earth ditches with erosive velocities, and infiltration will be explored for the ditches with flatter slopes and those ditches draining directly to Wood Creek. Public parcels within the project area will be assessed to determine if they are appropriate locations for infiltration basin installations. Wood Creek crossings will be analyzed to determine how to best treat runoff before it discharges to the creek and how to minimize erosion that will occur when culvert capacities are exceeded. This is likely to include installation of curb and gutter to protect the road shoulder and redirect roadway runoff at each culvert and installation of lined channels and infiltration facilities immediately upstream of discharge points to the creek. Wood Creek culvert improvements may be investigated to minimize the impacts of the limited capacity of the existing culverts.

Due to limitations in available funding, the total project cost has been reduced approximately four percent, from \$3,000,000 in the original grant application to \$2,887,000 in the revised grant application. The proposed pilot installation of porous pavement has been removed from the project, and the estimated number of infiltration chambers and quantity of storm drain pipe have been reduced slightly. Although quantities in the Construction Cost estimate have been updated to reflect these deletions (see Table 2), Figure 4 continues to include all improvements originally proposed. Any cost savings realized throughout the planning and design process may be used to add these features back to the project.

### **3.2 Project Priority**

In the Annual Stormwater Report for Water Year 2016 (Washoe County, 2017), Washoe County identified Lower Wood Creek Phase I WQIP as the next water quality improvement project to be implemented. This is a high priority project due to a relatively high FSP load that is directly connected to Lake Tahoe. In addition to the FSP and connectivity rankings from the Baseline Report, the project includes public parcels

that provide opportunity for project improvements, and is it located in an area that is not currently under development.

## **4 Conceptual Project Goals, Objectives, and Anticipated Results**

The Lower Wood Creek Phase I WQIP will be implemented to meet Washoe County's ILA under the Lake Tahoe TMDL load reduction requirements. Water quality and lake clarity will be improved by removing fine sediment particles from urban stormwater runoff before it flows from the Washoe County right-of-way into Lake Tahoe. Specific project goals are presented below.

### **GOAL #1: Implement the Lake Tahoe Total Maximum Daily Load**

The primary project goal is to implement the Lake Tahoe Total Maximum Daily Load (TMDL) in accordance with the ILA. This agreement guides Washoe County's efforts to improve Lake Tahoe's water quality by reducing pollutants of concern in urban stormwater runoff before it enters Lake Tahoe. The Lower Wood Creek Phase I project will plan, design and construct capital improvements that reduce the amount of fine sediment particles in urban stormwater runoff. The improvements will be registered in the Lake Clarity Crediting Program and maintained to provide annual Lake Clarity Credit awards.

### **GOAL #2: Provide for Public Safety**

The second goal is to design a project that has no adverse effect on public safety. Stormwater facilities are often surface features installed adjacent to public roads, and as such, should not pose a hazard to the public. All treatment BMPs within and immediately adjacent to the public road right-of-way will be designed in compliance with American Association of State Highway and Transportation Officials (AASHTO) criteria. AASHTO criteria will be discussed early in the planning process to ensure design does not proceed without addressing public safety.

### **GOAL #3: Cost Effectiveness**

Goal three is to utilize project funds in the most cost effective manner to meet the other project goals. This includes streamlining the project delivery process where possible. Although grant application guidance encourages utilizing the Pollutant Load Reduction Model (PLRM) to develop and select project alternatives, Washoe County strongly recommends relying on the design team's professional judgement (based on documented load reductions achieved with past projects developed using the PLRM and registered to obtain Lake Clarity Credits) to develop one alternative that will provide maximum load reductions considering both construction costs and long term maintenance costs. Allowing this type of qualitative approach to develop one project alternative will result in cost savings during the planning phase and increase funds available for construction. If a single-alternative, qualitative approach is approved for this project, we anticipate lower planning costs than shown in the cost estimate in Table 2. Additionally, the County will only evaluate alternatives that comply with AASHTO criteria discussed in Goal #2; resources will not be expended to assess treatment types where sufficient right-of-way is unavailable.

**GOAL #4: Collaboration and Coordination**

The fourth goal is to collaborate where appropriate and coordinate with other public agencies and private property owners on opportunities to improve water quality within the project area.

**GOAL #5: Complete TRPA EIP #01.01.01.0111**

Lower Wood Creek Phase I WQIP is on the Tahoe Regional Planning Agency 5-year list as EIP #01.01.01.0111 as an unfunded project. Project progress will be tracked in TRPA's EIP Tracker to confirm completion of the project.

**5 Operations and Maintenance**

Washoe County will maintain the project facilities in a functioning condition for a minimum of 20 years after construction. In addition, facilities with a lifespan of more than 20 years will be maintained for the life of the facility. Inspection and maintenance schedules will be based on Best Management Practices Rapid Assessment Method (BMP RAM) requirements developed for the Lake Clarity Crediting Program. This includes annual inspection (and cleaning, as necessary) of all stormwater treatment facilities registered under the Lower Wood Creek Phase I WQIP. Order of magnitude operations and maintenance costs for this size of project are estimated to be \$10,000 per year. Washoe County is currently working to better track and report annual maintenance costs associated with implementation of the Lake Tahoe TMDL. This information will continue to be refined and updated annually in Washoe County's stormwater report.

Development of the final Operations and Maintenance Plan will occur during the design phase of the project and be uploaded to Lake Tahoe Info Stormwater Tools (<https://stormwater.laketahoeinfo.org/>) with the project registration. This includes establishment of benchmark and threshold values for each registered treatment facility and entry of the treatment BMP data into the Lake Tahoe Info Stormwater Tools online database. Project registration is proposed to occur shortly after construction and before project closeout. After registration, and on an annual basis, all inspection, operation, and maintenance data required by the Lake Clarity Crediting Program will be uploaded into Lake Tahoe Info Stormwater Tools, and any noteworthy issues will be summarized in Washoe County's annual stormwater report.

**6 Cost Estimate**

A preliminary cost estimate based on conceptual improvements is provided in Table 2. Due to funding constraints, proposed construction costs have been reduced from \$2,285,000 in the original grant application to \$2,172,000, which reflects the deleted facilities as described in Section 3.1 of this revised application. The estimate includes anticipated costs for the planning, design, PLRM development and catchment registration, construction, and construction management activities required to implement Lower Wood Creek Phase I WQIP. Costs for planning, PLRM development and catchment registration, and design are based on Washoe County's past project experience while construction costs are based on 2017 bid estimates. Construction items represent stormwater treatments that are appropriate for the Lower Wood Creek project location and runoff volumes and have reasonable annual maintenance costs. See

Section 3.1 and Figure 4 for description and locations of proposed facilities. All costs are preliminary and subject to change as the project is developed.

**Table 2. Preliminary Estimate of Planning, Design, and Construction Costs**

PLANNING, DESIGN, AND PERMITTING					
ITEM NUMBER	TASK				ITEM TOTAL
1	PLANNING & ALTERNATIVES ANALYSIS				\$ 125,000
2	PLRM DEVELOPMENT & CATCHMENT REGISTRATION				\$ 50,000
3	DESIGN				\$ 275,000
4	REGULATORY COMPLIANCE & PERMITTING				\$ 50,000
	SUBTOTAL				\$ 500,000

CONSTRUCTION COST					
ITEM NUMBER	QTY	UNIT	DESCRIPTION	UNIT COST	ITEM TOTAL
1	1	LS	MOBILIZATION AND DEMOBILIZATION	\$ 360,000.00	\$ 360,000
2	1	LS	TEMPORARY BMPS & POLLUTION CONTROL	\$ 150,000.00	\$ 150,000
3	1	LS	TRAFFIC CONTROL	\$ 230,000.00	\$ 230,000
4	10,000	SF	AC PAVEMENT (repair due to BMP installation)	\$ 10.00	\$ 100,000
5	500	LF	CURB AND GUTTER/AC BERM	\$ 45.00	\$ 22,500
6	12,700	LF	SHOULDER STABILIZATION	\$ 4.00	\$ 50,800
7	614	LF	LINED CHANNEL	\$ 68.00	\$ 41,752
8	16	EA	INFILTRATION CHAMBERS	\$ 2,800.00	\$ 44,800
9	882	LF	STORM DRAIN PIPE	\$ 150.00	\$ 132,344
10	10	EA	STORM DRAIN MANHOLES	\$ 6,000.00	\$ 60,000
11	10	EA	CATCH BASINS	\$ 3,900.00	\$ 39,000
12	2	EA	WATER QUALITY TREATMENT BASIN	\$ 142,000.00	\$ 284,000
13	3	EA	CULVERT IMPROVEMENTS IN WOOD CR SEZ ZONE	\$ 100,000.00	\$ 300,000
14	3,000	SF	ROCK SLOPE PROTECTION (RIP RAP)	\$ 12.50	\$ 37,500
15	4,000	SY	REVEGETATION TREATMENT	\$ 9.00	\$ 36,000
	15% CONTINGENCY				\$283,304
	SUBTOTAL				\$2,172,000

CONSTRUCTION MANAGEMENT					
ITEM NUMBER	TASK				ITEM TOTAL
1	INSPECTIONS/TESTING/CM				\$ 175,000
2	AGENCY COORDINATION AND MEETINGS				\$ 20,000
3	CONSTRUCTION ADMINISTRATION				\$ 20,000
	SUBTOTAL				\$ 215,000

SUMMARY					
ITEM NUMBER	TASK				ITEM TOTAL
1	PLANNING, DESIGN, AND PERMITTING				\$ 500,000
2	CONSTRUCTION COST				\$ 2,172,000
3	CONSTRUCTION MANAGEMENT				\$ 215,000
	TOTAL				\$ 2,887,000



On prior water quality improvement projects, Washoe County has been reimbursed by project grant funds for staff costs related directly to project planning, design and construction management; however, the County is now able to cover these costs and provide them as in-kind match. Anticipated funding sources are listed in Table 3. Washoe County proposes using TRPA Mitigation Funds and in-kind match to provide the required 25% matching funds for the project. Although the County cannot provide a cash match to get the project total to \$3,000,000, our in-kind match of staff costs results in the same effect. Rather than using grant funds to reimburse Washoe County staff costs of \$115,000, the County will provide these costs as match. Additionally, Washoe County will waive grant administration costs for this project (typically 5% of the State share of the project costs). Instead, the County will include its indirect cost rate in calculating the amount of in-kind match, and match funds will include staff costs related to grant administration (including grant reporting, reimbursement requests, and management of project consultant contracts).

**Table 3. Proposed Project Funding Sources**

<b>Funding Source</b>	<b>Amount</b>	<b>Percentage</b>
Nevada Tahoe Bond Funds	\$2,165,000	75%
Washoe County In-Kind Match	\$115,500	4%
TRPA Mitigation Funds	\$606,500	21%
<b>Total</b>	<b>\$2,887,000</b>	<b>100%</b>

## **7 Easements/Acquisition**

As the project planning progresses, parcels owned by public agencies may be considered for project improvement. Washoe County anticipates that all improvements will be constructed within County right-of-way or on other publicly owned land where water quality improvements are considered a preferred use. Any improvements made on non-County lands will be permitted by the corresponding agency and will be included on the technical advisory committee (TAC). Temporary rights of entry and/or construction easements may be required in various areas to facilitate access and construction mobility. Design of the project will consider these impacts and minimize the number of temporary easements.

## **8 Conformity**

The Lower Wood Creek Phase I WQIP will conform to all applicable local and regional land use plans.

## **9 References**

Interlocal Agreement to Implement the Lake Tahoe Total Maximum Daily Load, 2016. Nevada Division of Environmental Protection and Washoe County. October 2016.

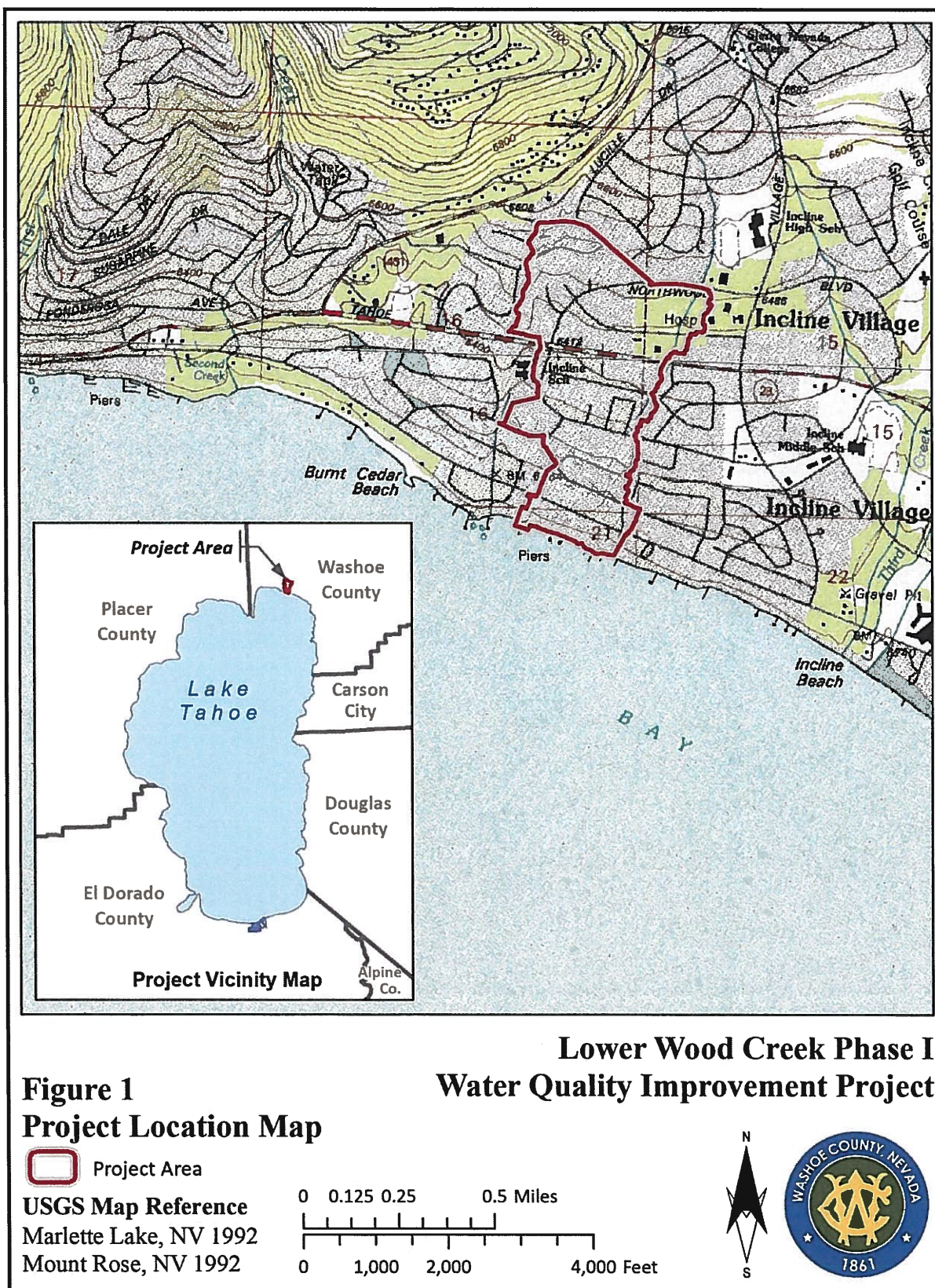
Nevada Tahoe Conservation District, 2016. PLRM V2.1 Recalculated Baseline Pollutant Loads for Washoe County and the Nevada Department of Transportation. September 2016.

Washoe County, 2017. Annual Stormwater Report for Water Year 2016, October 1, 2015 – September 30, 2016. Revised April 21, 2017.

# Attachment A

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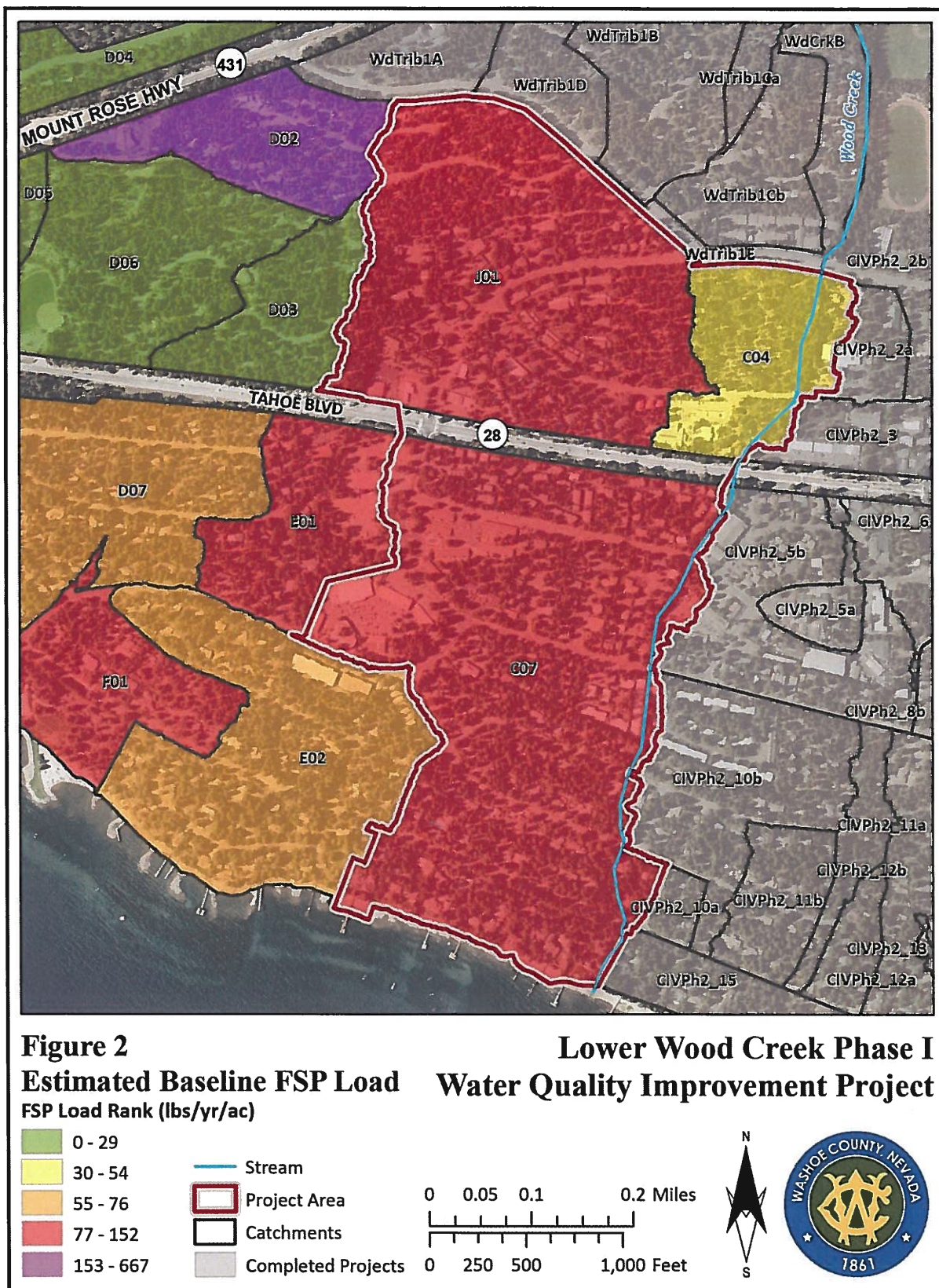
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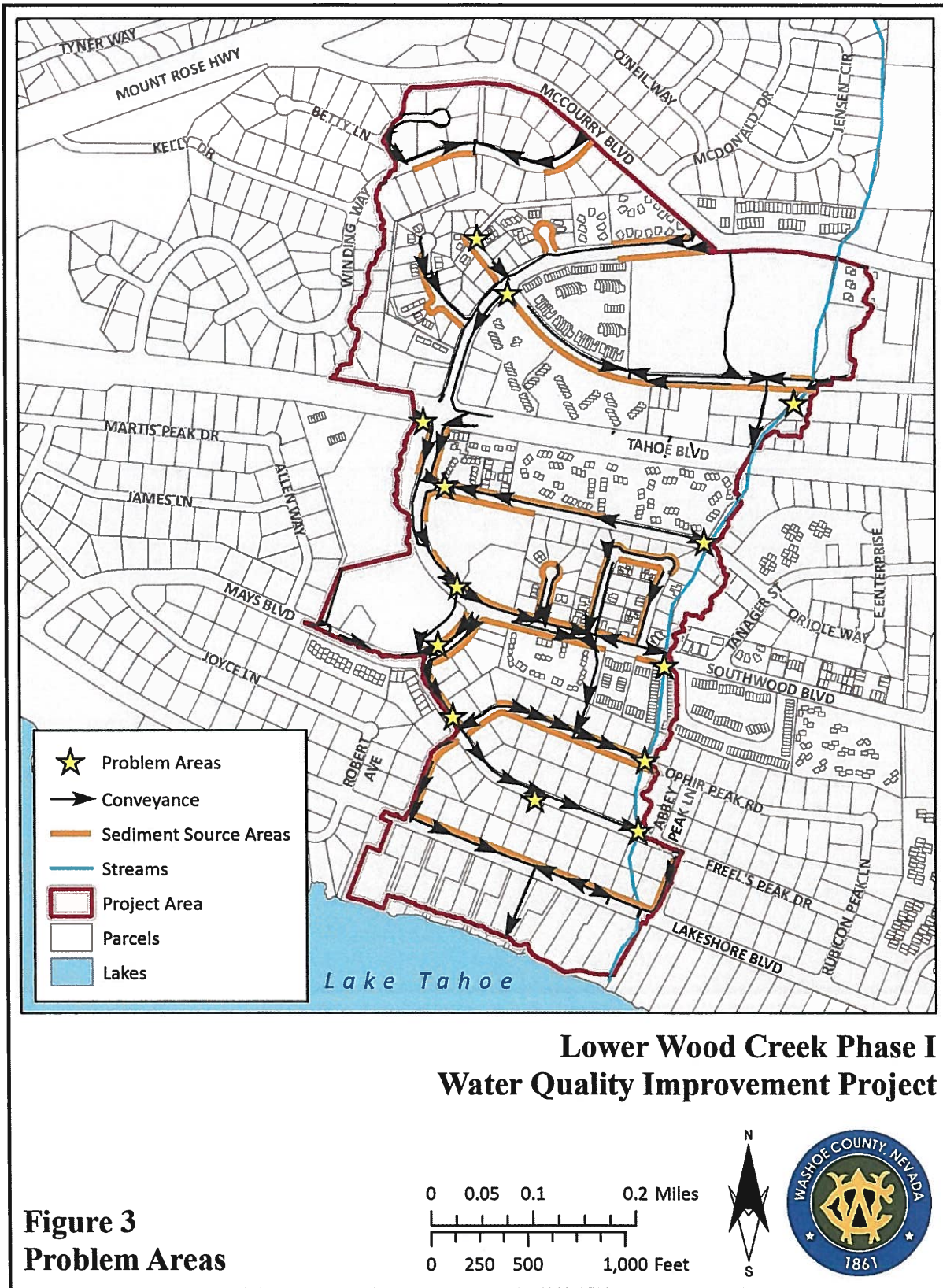




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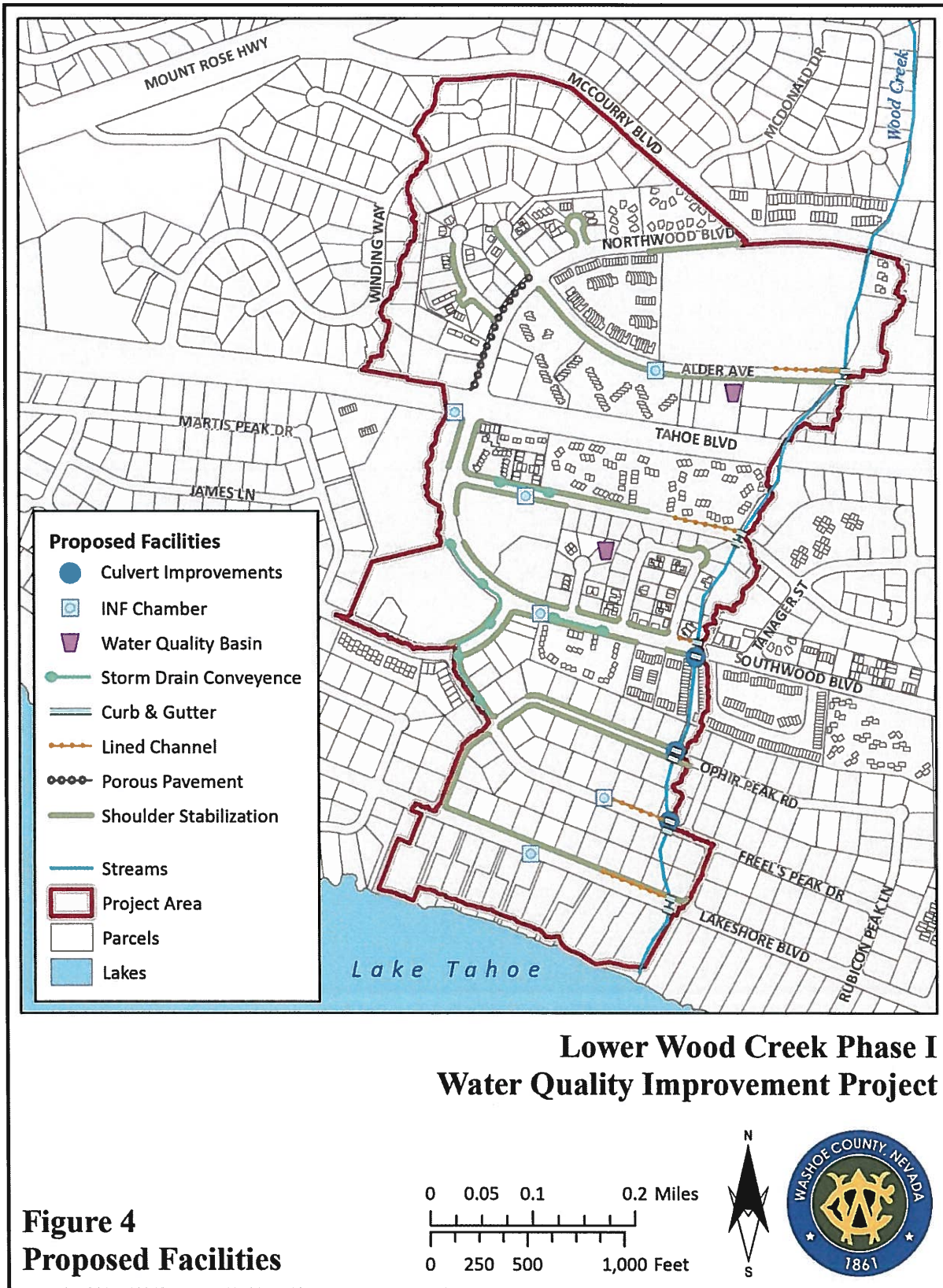
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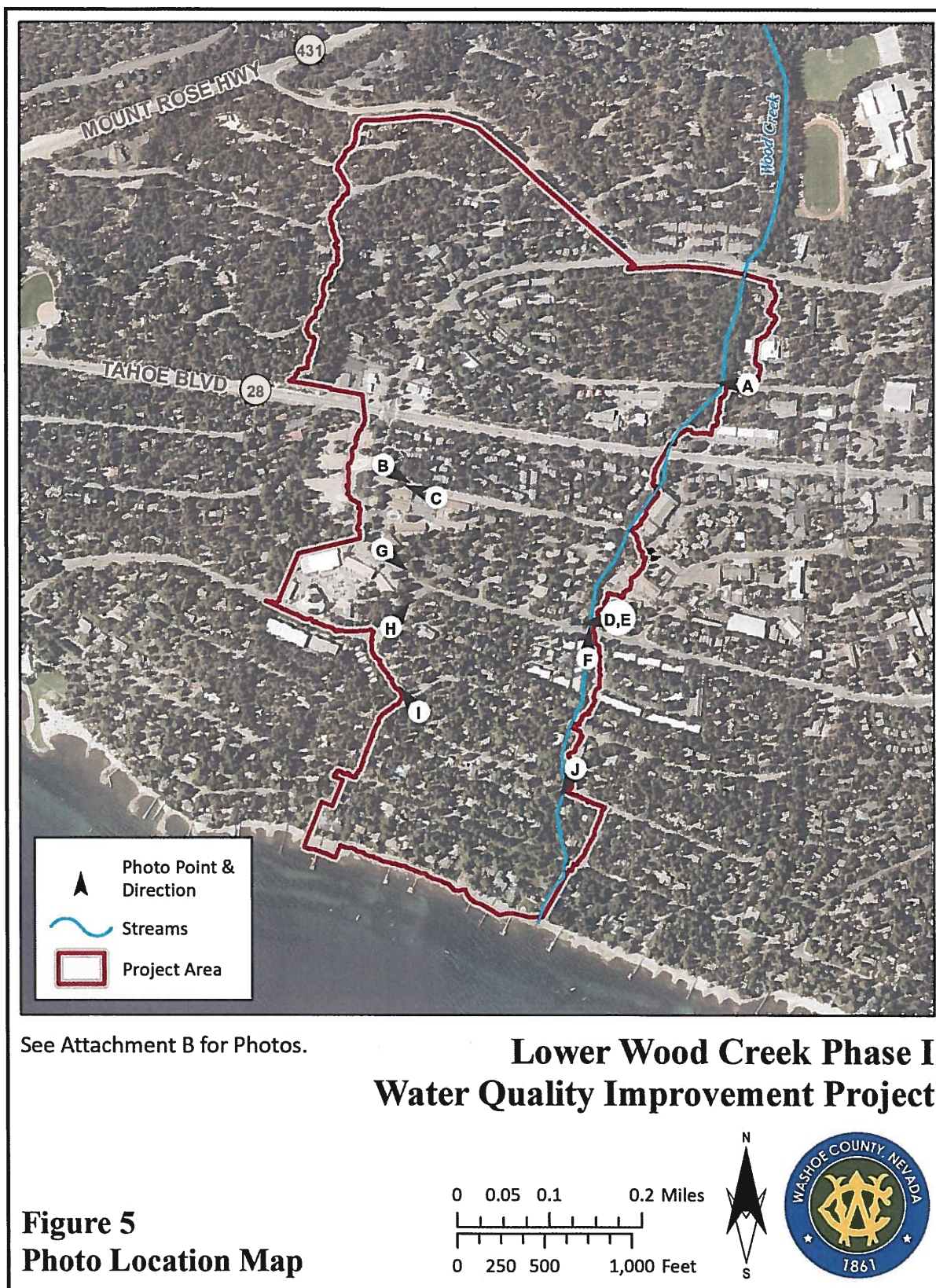
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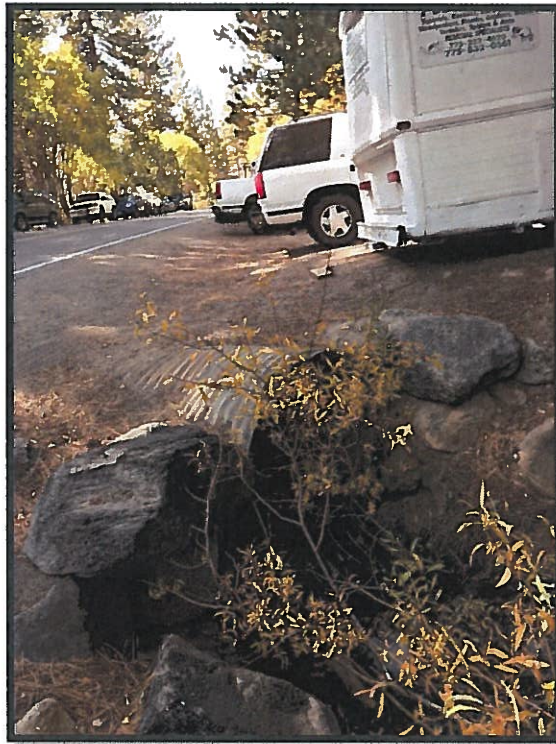
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# Attachment B

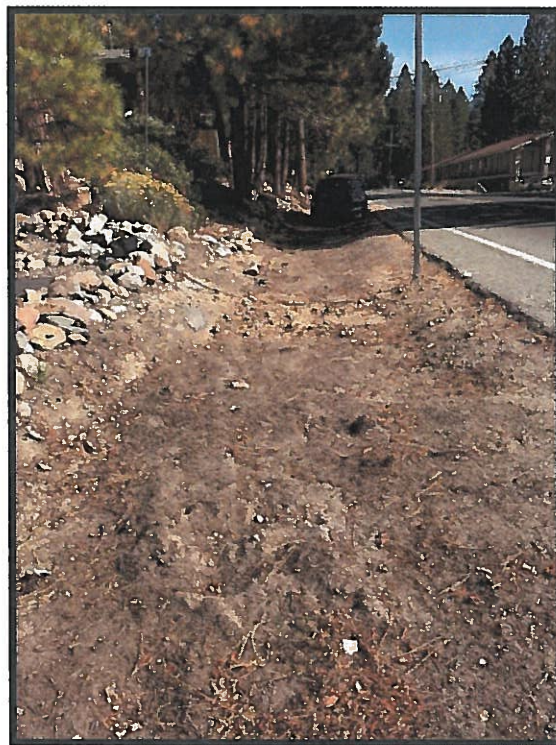
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*Project Area Photos (See Figure 5 for Photo Locations)*

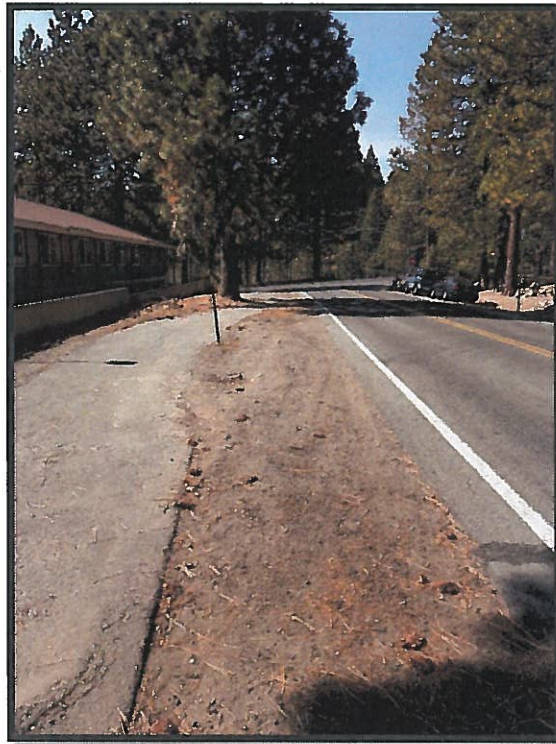




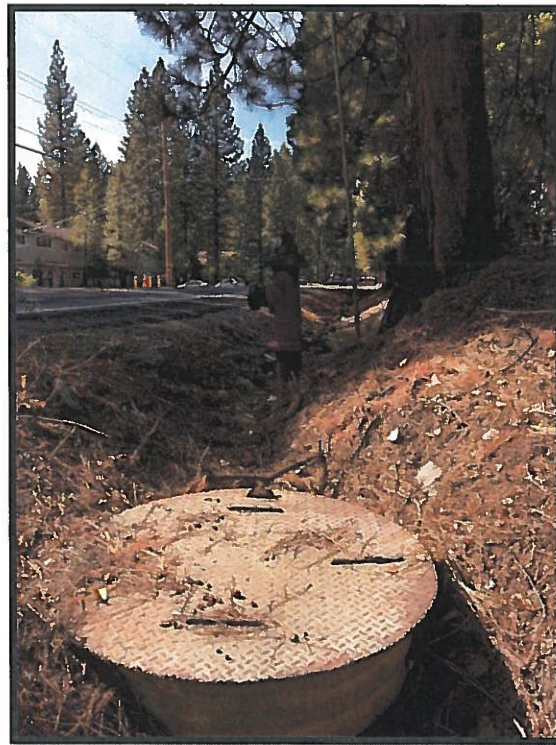
**Photo A. Unprotected shoulder draining to Wood Creek at Alder Avenue**



**Photo B. Bare earth ditch on Oriole Way**

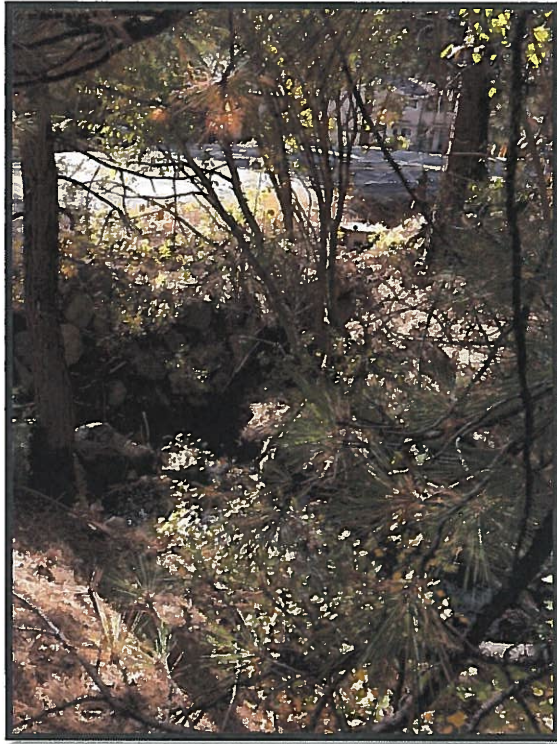


**Photo C. Unprotected shoulder on Oriole Way**

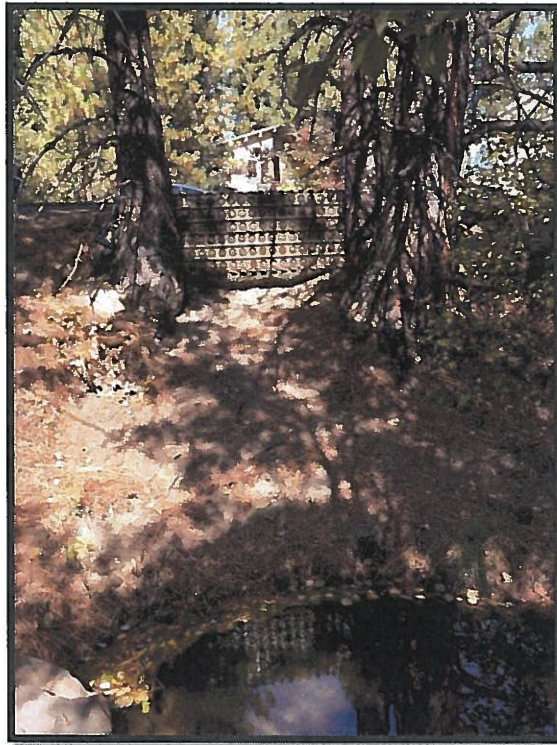


**Photo D. Bare earth ditch on Southwood Boulevard**

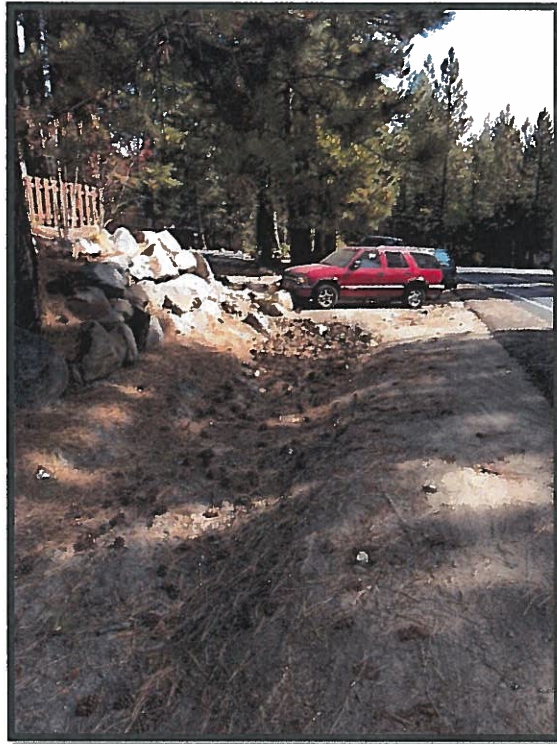




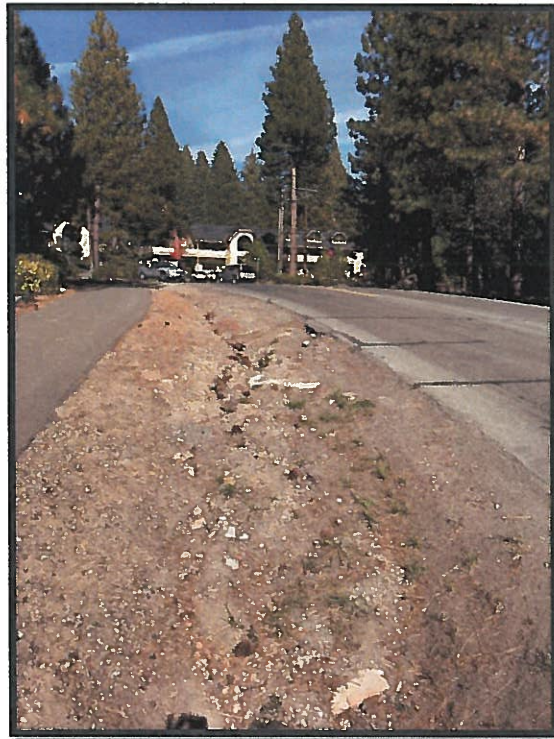
**Photo E. Bare earth ditch on Southwood Boulevard discharging directly to Wood Creek**



**Photo F. Wood Creek culvert outlet at Southwood Boulevard**

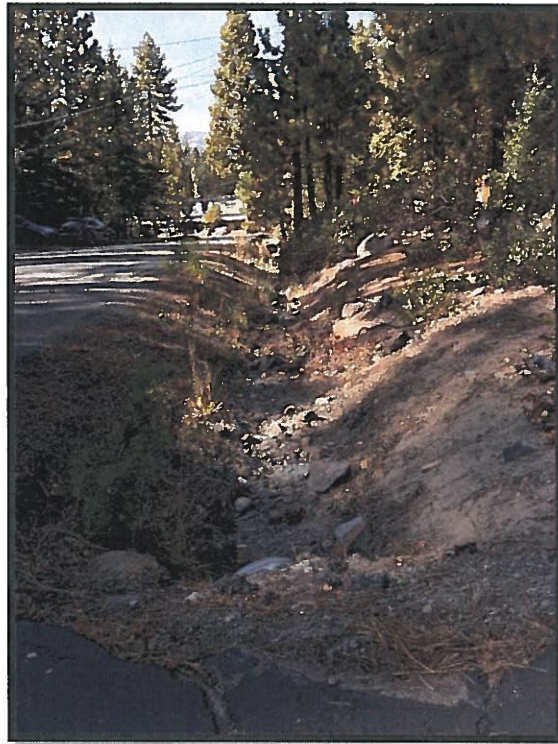


**Photo G. Bare earth ditch on Southwood Boulevard**

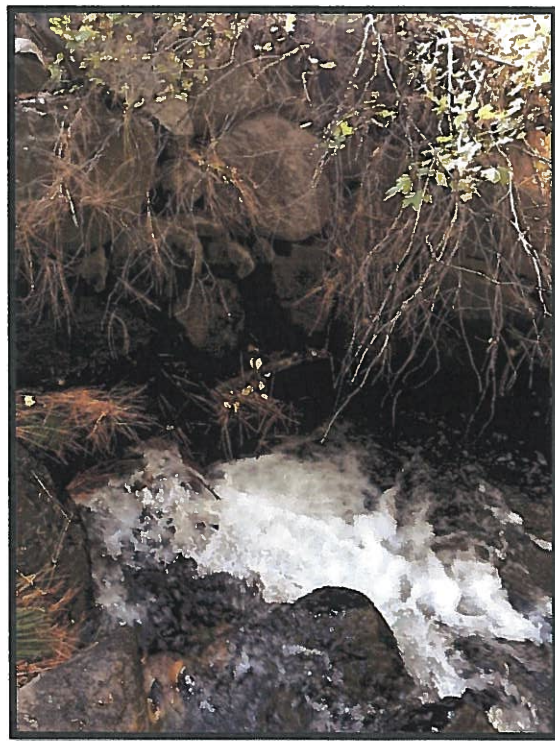


**Photo H. Bare earth ditch on Mays Boulevard**





**Photo I. Bare earth ditch on Freel's Peak Drive**



**Photo J. Wood Creek culvert inlet on Freel's Peak Drive**