



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

## **BOARD MEETING AGENDA**

**February 16, 2017**

**10:00 AM  
(estimated duration 2 hours)**

**The Douglas County Library  
233 Warrior Way  
Zephyr Cove, Nevada**

**Call in information: 712-432-0360, code 341249#**

### **Agenda Items**

- 1. Call to Order**
- 2. Oath of Office for newly elected and appointed Supervisors**
- 3. Supervisor Roll Call**
- 4. Pledge of Allegiance**
- 5. 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 anytime.
- 6. 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Changes to Agenda Order and Timing.** Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block.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in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.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 Mark Thorpe at PO Box 915, Zephyr Cove, NV 89448; or email [mthorpe@ntcd.org](mailto:mthorpe@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 7 and 8 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.

- |  | <u>Page #</u> |
|--|---------------|
| <p><b>7. Agency Reports, Discussion/Possible Action</b></p> <ul style="list-style-type: none"><li><b>a. For Possible Action: Natural Resources Conservation Service (NRCS) report</b></li><li><b>b. For Possible Action: National Association of Conservation Districts (NACD) report.</b></li><li><b>c. For Possible Action: Department of Conservation and Natural Resources Conservation District Program report.</b></li><li><b>d. For Possible Action: Nevada Association of Conservation Districts (NvACD) report.</b></li></ul> |               |
| <p><b>8. Discussion/Possible Action (Business)</b></p> <ul style="list-style-type: none"><li><b>a. For Possible Action: Approval of the Board of Supervisors meeting minutes for January 19, 2017.</b></li></ul>   | <b>1 - 3</b>  |

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Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to telephone the NTCAD Administrative Office at (775) 586-1610 x21 three days prior to the Board meeting. Please contact Mark Thorpe at PO Box 915, Zephyr Cove, NV 89448; or email [mthorpe@ntcd.org](mailto:mthorpe@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>

## ADMINISTRATIVE CALENDAR

### CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

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

- |  | <u>Page #</u> |
|--|---------------|
| <b>9. For Possible Action: Approval of the NTC D financial reports for January 2017. As of 1/31/17, the District's Fund balance was \$98,151. This represents the District's available spendable resources, or assets less liabilities. January had a deficit of \$9,984. During January, the District had the following expenses: POOL/PACT workers' compensation \$2,704 (quarterly); QuickBooks payroll subscription \$565 (annual); GIS license \$520 (annual); uncollectible A/R write-off totally \$720; and above average unbillable time (vacations, two holidays, and grant writing) valued at \$7,000. Year-to-date the District has a deficit of \$2,489. Cash is healthy. And FY2017 is still projected to end close to the annual goal of break-even.</b> | 4 - 11        |
| <b>10. For Possible Action: Approval of agreement with Nevada Division of Environmental Protection (NDEP) for the Incline Village Green Infrastructure project, \$150k.</b>  | 12            |
| <b>11. For Possible Action: Approval of agreement with Nevada Division of State Lands (NDSL) for the Incline Village Green Infrastructure project, \$157,500.</b>  | 13 - 21       |
| <b>12. For Possible Action: Approval of joint Board meeting with the Tahoe Resource Conservation District (TRCD) April 11, 2017, in lieu of the District's regular Board meeting scheduled for April 20, 2017.</b>   |               |
| <b>13. For Possible Action: Staff report.</b>  |               |
| <b>14. Supervisor's Comments</b>   |               |
| <b>15. Public Interest Comments</b>  |               |
| <b>16. For Possible Action : Motion to Adjourn</b>   |               |

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

**OATH OF OFFICE  
FOR SUPERVISOR  
OF THE  
NEVADA TAHOE CONSERVATION DISTRICT**

I, \_\_\_\_\_, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nevada and that I will faithfully execute the duties of the Office of Conservation District Supervisor, upon which I am now about to enter for a term of four years, expiring on December 31, 2020.

)  
) \_\_\_\_\_  
) Supervisor Signature

*Subscribed and sworn before me this 16th day of February, 2017*

)  
) \_\_\_\_\_  
) Glen Smith, Chair





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**OATH OF OFFICE  
FOR SUPERVISOR  
OF THE  
NEVADA TAHOE CONSERVATION DISTRICT**

I, \_\_\_\_\_, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nevada and that I will faithfully execute the duties of the Office of Conservation District Supervisor, upon which I am now about to enter for a term of two years, expiring on December 31, 2018.

)  
) \_\_\_\_\_  
) Supervisor Signature

*Subscribed and sworn before me this 16th day of February, 2017*

)  
) \_\_\_\_\_  
) Glen Smith, Chair







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

**NTCD Board Minutes**  
January 19, 2017  
The Parasol  
948 Incline Way, Incline Village, NV  
10:00 AM start time

**Present:**

Supervisor Smith (via telephone)  
Supervisor Cook (via telephone)  
Supervisor Martin  
Supervisor Nelson (via telephone)  
Supervisor Sarnoff (via telephone)  
Supervisor Perlman-Whyman (via telephone)

**Staff/Others**

M. Kelly, District Manager  
M. Thorpe, Administrator  
B. Penzel, Douglas County

**Absent:** Supervisor McCarthy and Supervisor Berkbigler

1. Call to Order by Chair Smith.
2. Oath of Office for newly elected and appointed Supervisors. Supervisor Smith, Supervisor Martin, Supervisor Nelson, and Supervisor Perlman-Whyman were sworn in by Chair Smith.
3. Supervisor Roll Call: see above
4. Pledge of Allegiance
5. Approval of the Agenda: Supervisor Martin moved to approve the Agenda with items 11 and 12 removed, seconded by Supervisor Sarnoff, motion carried unanimously.
6. Public Interest Comments: None.

7. For Possible Action: Designation and Approval of three Board Officers (Chair, Vice-Chair, and Secretary/Treasurer). The term for office of Chair, Vice-Chair, and Secretary/Treasurer is two years. The current Officers were introduced. All current Officers are willing to continue with their duties. Supervisor Cook moved to designate Supervisor Smith as Chair, Supervisor Martin as Vice-Chair, and Supervisor Sarnoff as Secretary/Treasurer, seconded by Supervisor Martin, motion carried unanimously.

### CONSENT CALENDAR

Supervisor Martin moved to approve the Consent Calendar with items 8b and 8d pulled for further discussion, seconded by Supervisor Nelson, motion carried unanimously.

8. Agency Reports, Discussion/Possible Action
  - a. For Possible Action: Natural Resources Conservation Service (NRCS) report. No report provided.
  - b. Moved to the Administrative calendar.
  - c. For Possible Action: Department of Conservation and Natural Resources Conservation District Program report. No report provided.
  - d. Moved to the Administrative calendar.
9. Discussion/Possible Action (Business)
  - a. For Possible Action: Approval of the Board of Supervisors meeting minutes for December 15, 2016.

### ADMINISTRATIVE CALENDAR

#### CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION

**Item 8b)** For Possible Action: National Association of Conservation Districts (NACD) report. Supervisor Perlman-Whyman reported she will be attending the national meeting in Denver at the end of January. She will be representing the District and NvACD at the meeting.

**Item 8d)** For Possible Action: Nevada Association of Conservation Districts (NvACD) report. Supervisor Perlman-Whyman reported each state can recognize a person for their efforts; she suggested nominating Chris Freeman for his efforts.

Supervisor Nelson moved to approve items 8b and 8d, seconded by Supervisor Sarnoff, motion carried unanimously

10. For Possible Action: Approval of the NTCD financial reports for December 2016. Administrator Thorpe reported December had a deficit of \$3,338. Year-to-date the District has a surplus of \$4,552. FY2017 is still projected to end very close to the District's annual goal of break-even. And cash is still healthy; the District is paying its bills on time. Supervisor Martin moved to approve the financials, seconded by Supervisor Perlman-Whyman, motion carried unanimously.
11. This item was removed from the agenda.
12. This item was removed from the agenda.
13. For Possible Action: Approval of agreement with Desert Research Institute (DRI) for Continuation of Rosewood Creek Restoration project, \$77,780. District Manager Kelly presented the project and agreement. The project budget has an item for monitoring. The District shares equipment with DRI, and has a good working relationship with DRI. Environmental Scientist Fellers is the District's primary field personnel for the project. Supervisor Martin moved to approve the agreement, seconded by Supervisor Sarnoff, motion carried unanimously.
14. For Possible Action: Staff report. District Manager Kelly will be giving a presentation to the Washoe County Commissioners next month. The goal of the presentation is to get assistance reinstated from the County. The assistance helps with general fund activities like writing grants, and is very important to the District. Supervisor Perlman-Whyman recommended the presentation educate the County Commissioners of the projects the District has done for Washoe County, and make aware of our partnership with Washoe County. The District hired a new engineer, Chris Waechter. He is from southern California and went to school in Michigan.
15. Supervisor Comments: Supervisor Martin reported Lake Tahoe is rising rapidly, up two feet so far. Supervisor Perlman-Whyman is thankful the Tahoe basin getting the needed water. Supervisor Smith thanked Barry Penzel for his service to the District Board.
16. Public Interest Comments: None.
17. Motion to Adjourn: Supervisor Nelson moved to adjourn, seconded by Supervisor Sarnoff, motion carried unanimously.

		INCOME AND EXPENSE REPORT	GENERAL FUND	GENERAL FUND		Percent of year = Variance Favorable (Unfavorable)	58%
		NV TAHOE CONSERVATION DIST.	January 2017	YTD July 2016-June 2017	Budget		% of Budget
INCOME	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			4,000.00	4,000.00	0.00	100%
	Washoe County Community Grant					0.00	0%
Total Community Grants-Income			0.00	29,000.00	32,000.00	(3,000.00)	91%
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			(718.63)	(719.12)		(719.12)	
Prior Year Income						0.00	
Services Rendered							
Vehicle Use Income						0.00	
Wage Reimbursements						0.00	
Indirect Cost Income-General (GL Shows in Expense Category)			8,842.82	75,079.76	140,500.00	(65,420.24)	0.53
<b>TOTAL INCOME</b>			<b>8,124.19</b>	<b>103,360.64</b>	<b>172,500.00</b>	<b>(69,139.36)</b>	<b>0.60</b>
<b>EXPENSES</b>							
Advertising-Expense				356.65		(356.65)	1.00
Building Expense							
	Building Repairs/Maint-Expense		90.00	725.00	1,680.00	955.00	0.43
Total Building Expense			90.00	725.00	1,680.00	955.00	
Conference & Training-Expense							
	Food					0.00	
	Lodging					0.00	
	Parking					0.00	
	Registration Fees			161.50		(161.50)	
	Travel/Transportation					0.00	
	Conference & Training-Expense - Other					0.00	0.00
Total Conference & Training-Expense			0.00	161.50	2,000.00	1,838.50	0.08
Deposit Security						0.00	0.00
Donation-Expense						0.00	0.00
Dues and Subscriptions-Expense							0.00
	Membership/Dues District			800.00		(800.00)	1.00
	Membership/Dues Staff			116.00		(116.00)	1.00
	Dues and Subscriptions-Expense - Other				1,000.00	1,000.00	
Total Dues and Subscriptions-Expense			0.00	916.00	1,000.00	84.00	0.92
Equipment-Expense						0.00	
	Cell Phones						
	Computer Hardware & Software		520.00	5,080.56	6,610.00	1,529.44	
	Computer Maintenance & Repair				500.00	500.00	
	Office Equipment & Furniture					0.00	
	Rental/Leasing Fees Equipment		391.86	2,743.02	5,000.00	2,256.98	
	Repairs & Maintenance Equipment					0.00	0.00
	Telephone System					0.00	
	Equipment-Expense - Other					0.00	0.00
Total Equipment-Expense			911.86	7,823.58	12,110.00	4,286.42	0.65

	INCOME AND EXPENSE REPORT	GENERAL FUND	GENERAL FUND		Percent of year = Variance Favorable (Unfavorable)	58%
	NV TAHOE CONSERVATION DIST.	January 2017	YTD July 2016-June 2017	Budget		% of Budget
Indirect Cost	(See Excel Income Section)					
	Administrative Cost-Grants				0.00	
	Indirect Cost - Other				0.00	
<b>Total Indirect Cost</b>	See Revenues above	0.00	0.00	0.00	0.00	0.00
<b>Insurance-Expense</b>					0.00	
	E&O/Prop/ Liability Insurance		4,995.37	5,000.00	4.63	1.00
<b>Total Insurance-Expense</b>		0.00	4,995.37	5,000.00	4.63	1.00
<b>Meetings Expense</b>						
		13.97	344.04	500.00	155.96	0.69
<b>Miscellaneous Expense</b>						
<b>Other Expenses</b>				0.00		
<b>Professional Fees-Expense</b>						
	Audit		10,000.00	12,500.00	2,500.00	
	Bank fees	4.11	191.40	600.00		
	Computer/Software Maintenance	565.00	565.00			
	Professional Fees-Expense - Other	15.75	113.75	300.00	186.25	
<b>Total Professional Fees-Expense</b>		584.86	10,870.15	13,400.00	2,529.85	0.81
<b>Rents and Leases</b>						
	Office Space Lease	1,250.00	8,750.00	15,000.00	6,250.00	0.58
	Storage Rents					
	Rents and Leases-Other				0.00	0.00
<b>Total Rents and Leases</b>		1,250.00	8,750.00	15,000.00	6,250.00	0.58
<b>Service Charges</b>					0.00	0.00
<b>Supplies-Expense</b>						
	Office Supplies	20.34	838.63	2,000.00		
	Photocopies					
	Postage and Delivery	61.19	319.94	1,200.00		
	Publication/Printing		110.86			
	Supplies-Expense - Other		77.60	500.00	422.40	
<b>Total Supplies-Expense</b>		81.53	1,347.03	3,700.00	2,352.97	0.36
<b>Telecommunications</b>						
	Cell Phone				0.00	
	Internet Fees		30.00	150.00	120.00	
	Long Distance				0.00	
	Phone Services	459.91	3,207.63	5,000.00	1,792.37	
	Telephone-Expense - Other				0.00	
<b>Total Telecommunications-Expense</b>		459.91	3,237.63	5,150.00	1,912.37	0.63
<b>Vehicles-Expense</b>					0.00	
	District Vehicle Use		(1,072.36)	(2,500.00)		
	Fuel-Expense		400.69	2,000.00	1,599.41	
	License & Maintenance		773.74	1,500.00	726.26	
	Mileage Reimbursement Expense		270.54	100.00		
	Vehicle Fuel Reimbursement Expense					
	Vehicle					
<b>Total Vehicles-Expense</b>		0.00	372.51	1,100.00	727.49	0.34
<b>Wages</b>						
	Payroll Clearing Account	1,986.72	995.31			
	Professional Engineer (MG)	4,034.52	8,879.78			
	Professional Engineer (MK)	5,007.21	22,574.44			

INCOME AND EXPENSE REPORT		GENERAL FUND	GENERAL FUND		Percent of year =	58%
NV TAHOE CONSERVATION DIST.		January 2017	YTD July 2016-June 2017	Budget	Variance Favorable (Unfavorable)	% of Budget
	Wages-Administrator	5,324.15	40,114.30			
	Wages-ES III (DF)	1,310.77	11,040.95			
	Wages-Staff Engineer	320.95	320.95			
	Wages-ES III (MP)		8,596.75			
	Wages - Other	0.30	(1.30)			
	Uncompensated Absence-Reimb Exp	(3,392.74)	(27,565.06)			
<b>Total Wages</b>		<b>14,591.88</b>	<b>64,956.12</b>	<b>110,000.00</b>	<b>45,043.88</b>	<b>0.59</b>
<b>Wages-Overhead/Fringe</b>					<b>0.00</b>	
	Long Term Disability	124.96	994.16	1,860.00		
<b>Total Wages-Overhead/Fringe</b>		<b>124.96</b>	<b>994.16</b>		<b>865.84</b>	
	<b>Total Wages/Ovrhead</b>	<b>14,716.84</b>	<b>65,950.28</b>	<b>110,000.00</b>	<b>45,909.72</b>	<b>0.59</b>
<b>Revolving Account</b>						
	<b>TOTAL EXPENSES (No Indirect Included)</b>	<b>18,108.97</b>	<b>105,849.74</b>	<b>172,500.00</b>	<b>66,650.26</b>	<b>0.61</b>
	<b>NET REVENUE OVER/(UNDER) EXPENSES</b>	<b>(9,884.78)</b>	<b>(2,489.10)</b>			
	<b>Fund Balance</b>	<b>\$ 98,151</b>				

## Nevada Tahoe Conservation District

## Balance Sheet

02/09/17

As of January 31, 2017

Accrual Basis

	Jan 31, 17
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Petty Cash	50.00
Wells Fargo - General 2513204	43,132.37
<b>Total Checking/Savings</b>	<b>43,182.37</b>
Accounts Receivable	
Accounts Receivable	98,333.74
<b>Total Accounts Receivable</b>	<b>98,333.74</b>
<b>Total Current Assets</b>	<b>141,516.11</b>
<b>Other Assets</b>	
Prepaid expenses	1,250.00
<b>Total Other Assets</b>	<b>1,250.00</b>
<b>TOTAL ASSETS</b>	<b>142,766.11</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	19,305.39
<b>Total Accounts Payable</b>	<b>19,305.39</b>
<b>Other Current Liabilities</b>	
Deferred Income-Carson City SW	84.65
Deferred Income-Moody donations	806.91
Deferred Income-Tahoe Foundatio	0.67
Deferred Income - Demo garden	750.00
Liab.Uncompensated Absences	20,505.30
<b>Payroll Liabilities</b>	
CA withholding	359.50
Fed withholding	1,676.00
Medicare Company Payable	188.41
Medicare Employee Payable	188.41
NV Unemployment Bond Factors Pa	169.16
NV Unemployment Payable	580.04
<b>Total Payroll Liabilities</b>	<b>3,161.52</b>
<b>Total Other Current Liabilities</b>	<b>25,309.05</b>
<b>Total Current Liabilities</b>	<b>44,614.44</b>
<b>Total Liabilities</b>	<b>44,614.44</b>
<b>Equity</b>	
Opening Balance	11,724.59
Prior Earnings	88,916.18
Net Income	-2,489.10
<b>Total Equity</b>	<b>98,151.67</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>142,766.11</b>

**Nevada Tahoe Conservation District**  
**A/R Aging Summary**  
As of January 31, 2017

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Cal Trans Task #3	206.60	0.00	228.54	70.14	2,307.10	2,812.38
Cal Trans Task Order #5	136.56	0.00	70.00	0.00	53.72	260.28
NDEP Pittman Terrace	5,823.64	0.00	8,963.07	0.00	0.00	14,786.71
NDEP ZC	1,926.08	0.00	0.00	555.62	0.00	2,481.70
NDOT BCX	5,566.93	0.00	12,570.77	10,179.33	0.00	28,317.03
NDOT Green Streets	0.00	0.00	685.61	271.99	0.00	957.60
NDOT LCCP Reg & Imp	6,081.11	0.00	3,206.85	0.00	0.00	9,287.96
NDOT RoadRAM 3	619.01	0.00	9,195.99	458.12	22.68	10,295.80
NDOT ZC	1,968.09	0.00	1,526.97	2,068.78	0.00	5,563.84
NRCS	2,697.37	0.00	1,778.03	0.00	0.00	4,475.40
TRCD SNPLMA Monitoring	581.66	0.00	1,282.48	141.01	1,131.44	3,136.59
USBOR RWC Continuation	2,506.71	0.00	1,650.12	0.00	0.00	4,156.83
USFS BCX	2,836.08	0.00	3,937.50	0.00	0.00	6,773.58
USFS ZC GID	0.00	0.00	0.00	0.00	28.00	28.00
Washoe Co LCCP Reg TRPA	0.00	0.00	0.00	4,969.86	30.18	5,000.04
<b>TOTAL</b>	<b><u>30,949.84</u></b>	<b><u>0.00</u></b>	<b><u>45,095.93</u></b>	<b><u>18,714.85</u></b>	<b><u>3,573.12</u></b>	<b><u>98,333.74</u></b>



11:03 AM

02/09/17

**Nevada Tahoe Conservation District**  
**A/R Aging Summary**  
As of February 9, 2017

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	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Cal Trans Task #3	0.00	206.60	228.54	70.14	2,307.10	2,812.38
Cal Trans Task Order #5	0.00	136.56	70.00	0.00	53.72	260.28
NDEP Pittman Terrace	0.00	5,823.64	8,963.07	0.00	0.00	14,786.71
NDEP ZC	0.00	1,926.08	0.00	555.62	0.00	2,481.70
NDOT BCX	0.00	5,566.93	12,570.77	10,179.33	0.00	28,317.03
NDOT Green Streets	0.00	0.00	685.61	271.99	0.00	957.60
NDOT LCCP Reg & Imp	0.00	6,081.11	3,206.85	0.00	0.00	9,287.96
NDOT RoadRAM 3	0.00	619.01	9,195.99	458.12	22.68	10,295.80
NDOT ZC	0.00	1,968.09	1,526.97	2,068.78	0.00	5,563.84
NRCS	0.00	2,697.37	0.00	0.00	0.00	2,697.37
TRCD SNPLMA Monitoring	0.00	581.66	1,282.48	141.01	1,131.44	3,136.59
USBOR RWC Continuation	0.00	2,506.71	0.00	0.00	0.00	2,506.71
USFS BCX	0.00	2,836.08	3,937.50	0.00	0.00	6,773.58
USFS ZC GID	0.00	0.00	0.00	0.00	28.00	28.00
<b>TOTAL</b>	<b>0.00</b>	<b>30,949.84</b>	<b>41,667.78</b>	<b>13,744.99</b>	<b>3,542.94</b>	<b>89,905.55</b>

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**Nevada Tahoe Conservation District**  
**A/P Aging Summary**  
 As of January 31, 2017

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
2nd Nature	0.00	0.00	13,791.25	0.00	0.00	13,791.25
Balance Hydrologics, Inc.	0.00	0.00	3,937.50	0.00	0.00	3,937.50
Chris Waechter	5.35	0.00	0.00	0.00	0.00	5.35
ESRI	0.00	520.00	0.00	0.00	0.00	520.00
Konica Minolta Business Solutions	391.86	0.00	0.00	0.00	0.00	391.86
Wells Fargo Business Card Thorpe	660.50	0.00	0.00	0.00	0.00	660.50
Western Nevada Supply	0.00	0.00	0.00	0.00	-1.07	-1.07
<b>TOTAL</b>	<b>1,057.71</b>	<b>520.00</b>	<b>17,728.75</b>	<b>0.00</b>	<b>-1.07</b>	<b>19,305.39</b>

11:03 AM

02/09/17

**Nevada Tahoe Conservation District**  
**A/P Aging Summary**  
As of February 9, 2017

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	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
2nd Nature	0.00	0.00	13,791.25	0.00	0.00	13,791.25
Balance Hydrologics, Inc.	0.00	0.00	3,937.50	0.00	0.00	3,937.50
Chris Waechter	0.00	5.35	0.00	0.00	0.00	5.35
Wells Fargo Business Card Thorpe	0.00	660.50	0.00	0.00	0.00	660.50
Western Nevada Supply	0.00	0.00	0.00	0.00	-1.07	-1.07
<b>TOTAL</b>	<b>0.00</b>	<b>665.85</b>	<b>17,728.75</b>	<b>0.00</b>	<b>-1.07</b>	<b>18,393.53</b>



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

### PROJECT SUMMARY

#### Incline Village Green Infrastructure Project

**Contractual Parties:** NTCD, NDEP, and NDSL

**Contract Amount:** \$307,500 (\$157,500 NDSL; \$150,000 NDEP)

**Effective Dates:** February 16, 2017 – December 31, 2018

**Project Summary:** The Incline Village Green Infrastructure Project seeks to reduce stormwater pollutant loading to Lake Tahoe and garner Lake Clarity Credits for Washoe County (County) by installing Green Infrastructure BMPs in the County right-of-way and adjacent public lands. NTCD will work with Washoe County staff as well as funders and permitting agencies to design and construct green infrastructure in the Incline Village/Washoe County Right of Ways. The Project will prioritize locations for Green Infrastructure BMPs based on catchment pollutant load ranking, outfall connectivity and site suitability. The project will design and install the BMPs for the prioritized sites based on treatment effectiveness, maintenance and other site factors (slope, available area, soils, etc.). NTCD was awarded an NDEP 319h grant in November 2016 and the matching NDSL Lake Tahoe License Plate Grant in December 2016 and is currently working with each funder to finalize workplans so agreements can be signed. Washoe County will assume ownership of the project and thus the maintenance responsibilities, yet NTCD will sign the NDSL assurances, with the Board's approval. Washoe County has pledged project support and in kind staff support totaling at least \$5,000.

BRADLEY CROWELL  
*Director*

Department of Conservation  
and Natural Resources

CHARLES C. DONOHUE  
*Administrator*

BRIAN SANDOVAL  
*Governor*



State Land Office  
State Land Use Planning Agency  
Nevada Tahoe Resource Team  
Conservation Bond Program -Q1

*Address Reply to*

Division of State Lands  
901 S. Stewart St. Suite 5003  
Carson City, Nevada 89701-5246  
Phone (775) 684-2720  
Fax (775) 684-2721  
Web [www.lands.nv.gov](http://www.lands.nv.gov)

STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

## Division of State Lands

February 2, 2017

Meghan Kelly  
Nevada Tahoe Conservation District  
PO Box 915  
Zephyr, Nevada 89448

Re: INCLINE VILLAGE GREEN INFRASTRUCTURE PROJECT

Dear Ms. Kelly:

Congratulations on receiving a Lake Tahoe License Plate Grant for implementation of the above referenced project. Enclosed are two copies of the funding agreement between the State of Nevada, represented by the Nevada Division of State Lands (DIVISION), and Nevada Tahoe Conservation District (GRANTEE).

Please have both copies signed and return one copy to my attention at your earliest convenience. If you have any questions please call me at (775) 684-2725.

Sincerely,

A handwritten signature in black ink, appearing to read "Holly Holwager".

Holly Holwager  
Water Quality Program Manager  
Nevada Tahoe Resource Team  
Division of State Lands

**STATE OF NEVADA**  
**LAKE TAHOE LICENSE PLATE PROGRAM**  
**PROJECT FUNDING AGREEMENT**

GRANTEE: Nevada Tahoe Conservation District

Project Number: LTLP 17-01

Project Title: Incline Village Green Infrastructure

Period Covered By This Agreement: February 1, 2017 – January 31, 2018

Tax ID Number: 33-1044148

**Project Cost:**

A. Estimated Project Cost	\$ 312,500.00
B. Local Share of Project Cost	\$ 155,000.00
<b>C. State Share of Project Cost (including indirect costs)</b>	<b>\$ 157,500.00</b>

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

The project will result in the installation of approximately 7-9 Green Infrastructure (GI) BMPs in the Washoe County right-of-way (ROW) and adjacent lands of Incline Village to reduce stormwater runoff and fine sediment pollutant loading to Lake Tahoe and earn Lake Clarity Credits for Washoe County. The project consists of identifying feasible GI BMP sites maximizing load reductions, design, bid and construction GI BMPs. After construction, the project will perform BMP RAM baseline assessments and register project credits with the Lake Clarity Crediting Program.

**TERMS AND CONDITIONS**

This agreement is made and entered into between the State of Nevada, represented by the Nevada Division of State Lands (DIVISION) and the Nevada Tahoe Conservation District, hereinafter referred to as “GRANTEE”. This Agreement is effective upon the signature of all parties to the Agreement. This Agreement is entered into pursuant to the authority contained in Chapter 321 Nevada Revised Statutes, Lake Tahoe License Plate Program.

WHEREAS, the DIVISION will fund and administer this grant awarded to the GRANTEE.

Both parties mutually agree to perform this Agreement with the terms, promises, conditions, project proposals and budget referenced hereto and hereby made a part hereof.

In the event the GRANTEE does not make available to the Division all necessary information to fully execute this project agreement within (6) months from receipt of this award notification; the Division reserves the right to withdraw the grant award.

Wherever in this agreement it shall be required or permitted that notice be given by either party to the other, such notice must be in writing and must be given personally, or forwarded by certified mail addressed as follows:

Division of State Lands  
Attn: Holly Holwager  
Water Quality Program Manager  
901 S Stewart Street, Suite 5003  
Carson City, NV 89701  
[hkholwager@lands.nv.gov](mailto:hkholwager@lands.nv.gov)  
(775) 684-2725

Nevada Tahoe Conservation District  
Attn: Meghan Kelly  
District Manager  
P.O. Box 915  
Zephyr Cove, NV 89448  
[mkelly@ntcd.org](mailto:mkelly@ntcd.org)  
(775) 586-1610

NOW, THEREFORE, it is agreed that:

1. The laws of the State of Nevada shall govern this Agreement.
2. This Agreement, including exhibits attached hereto and made a part hereof, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
3. The GRANTEE will duly and faithfully comply with the terms and conditions of this Agreement, all applicable Federal and state laws, and all directives issued by

the DIVISION relating to the performance of this agreement. In addition, the following documents are hereby incorporated into this agreement by reference:

- Lake Tahoe License Plate Grant Application: *“Incline Village Green Infrastructure Project”* dated 9/19/16.
  - 2017 Lake Tahoe License Plate Program Procedures.
4. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.
  5. 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 any activity.
  6. The DIVISION or its designate, may audit project records. At all times during regular business hours and as often as the DIVISION requires, the GRANTEE will allow authorized representatives of the DIVISION full and free access to the project and to the accounts, records, and books of the GRANTEE relative hereto, including the right to make copies from such accounts, records, and books. Such accounts, records and books must be retained for three (3) years after the completion of the project. The DIVISION reserves the right to require that the records be kept for a longer period of time.
  7. To the fullest extent permitted by law, the GRANTEE agrees to indemnify, hold harmless and defend, not excluding the DIVISION’S right to participate, the DIVISION from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney’s fees and costs, arising out of any alleged negligent or willful acts or omissions of the GRANTEE, its officers, employees and agents.



8. The GRANTEE shall submit spatial drawings to the DIVISION showing all mapping locations as part of the Project including a summary report. The GRANTEE will invite the DIVISION to attend all major project issue meetings, providing one week prior notice at a minimum.
9. 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.
10. 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.
11. The DIVISION 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 DIVISION 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 DIVISION may terminate this agreement. The right of the DIVISION to terminate this agreement shall not impair any other rights or remedies at law or equity the DIVISION may have against the GRANTEE under this agreement or under the law. No waiver of any default by the DIVISION under this funding agreement shall be held to be a waiver of any other subsequent default by the GRANTEE. All remedies afforded under this funding agreement are cumulative; this is in addition to every other remedy provided therein or under the law.

12. Upon default by the GRANTEE and subsequent failure to cure, the DIVISION may withhold further payments and may take the following additional actions as appropriate:
  - a. Terminate all or any part of the balance of the grant.
  - b. Demand immediate repayment of all or part of any payment made to the GRANTEE.
  - c. If the Project is not completed, the GRANTEE is required to reimburse the DIVISION for funds expended for those portions of the Project that will not stand on their own, as determined by the DIVISION.
  
13. Any recipient of state grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts;
  - a. Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for the termination of the contract and any other such sanctions and penalties as may be appropriate.
  - b. All negotiated contracts (except small purchases) awarded by GRANTEE utilizing state grant funds shall include a provision to the effect that the DIVISION shall have access to any books, documents, papers, and records of the contractor directly pertinent to that specific contract, for the purpose

of examination, audit and duplication. The GRANTEE shall require contractors to maintain all required records for three (3) years after GRANTEE makes final agreement with contractors.

FURTHER, THEREFORE, **disbursement of grant funds** shall be made upon compliance with the terms of the Agreement, including but not limited:

14. Prior to commencement of work, GRANTEE shall procure letters of commitment from partner agencies indicating the partner agencies are willing and able to provide sufficient match for LTLP funds and submit these letters to the DIVISION.

15. The DIVISION will make grant payments on a reimbursement basis only. Reimbursements may be delayed if the requirements in #16 are not satisfied. To the extent possible, it is requested that individual payment requests total \$1,000 or more to increase processing efficiencies and to decrease administrative costs for both the DIVISION and the GRANTEE.

16. **The GRANTEE will provide the DIVISION with the following:**

- **Quarterly progress reports 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
- **A final report (three hard copies and one electronic) due no later than 2 weeks prior to the funding agreement termination date (please note that final reimbursements will not be made until satisfactory completion of the final report.)**
- **Any pay request in a format prescribed by the DIVISION**
- **And any other documentation as required.**

17. All reimbursement requests by the GRANTEE will be submitted on the DIVISION'S outlay report form and must include supporting documentation,

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


18. The GRANTEE will Maintain:
  - a. An accurate record of all expenditures related to the project. Records must be supported by source documentation. All services claimed as non-State share must be documented through time cards or records signed by both the employee and project supervisor.
  
19. All work performed and expenses occurred, including those prior to the period specified in the "Project Agreement" may be eligible for reimbursement through the License Plate Program if the GRANTEE provides documentation detailing the work performed as follows and submitted on an outlay report form:
  - a. The work is related directly towards project implementation as outlined in this project agreement;
  - b. The work performed is considered eligible for reimbursement per License Plate Regulations and Procedures as determined by the DIVISION;
  - c. The total grant amount specified in the project agreement does not increase.
  
20. The GRANTEE will notify the DIVISION immediately in writing of problems or changes in scope of work, budget, product, and performance. The DIVISION reserves the right to withhold payment until acceptance of the change. Significant changes may require review by the Technical Advisory Committee. Any changes made to project documents shall be submitted to the DIVISION.
  
21. GRANTEE requests for funds exceeding this grant amount requires an amendment to this agreement and must be approved by the State Lands Registrar. Requests for

funds that exceed twenty-five (25) percent of the original grant amount may also require the review of the Technical Advisory Committee.

22. The making by the DIVISION of any payment shall not constitute nor be construed as a waiver by the DIVISION of any breach of covenant, or impair or prejudice any right or remedy at law or equity available to the DIVISION.
23. Upon receipt of the Final Completion Report, and any other documents related to the project, the DIVISION shall execute a release only of its rights under the funding agreement to seek repayment of the grant based on default. The release shall specifically state that the GRANTEE has performed the required duties under the funding agreement.
24. All reports and outreach materials will include a DIVISION approved LTLP Program logo or Program name listed as supporting the project.
25. This project shall not be initiated using Lake Tahoe License Plate funds unless other funds supporting the complete project are secured by the GRANTEE. The DIVISION shall be contacted to discuss project alternatives if complete project funding is not secured.

IN WITNESS, the following parties hereto have executed this Agreement as of the date 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: 2/1/17

GRANTEE

\_\_\_\_\_  
Nevada Tahoe Conservation District

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

