

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest, District General Manager

FROM: Brad Underwood, Director of Public Works

SUBJECT: Effluent Storage Project (#2599SS2010) Project Partnership Agreement with US Army Corps of Engineers (Requesting Staff Member: Director of Public Works Brad Underwood)

RELATED STRATEGIC PLAN INITIATIVE(S): **LONG RANGE PRINCIPLE #2 – RESOURCES AND ENVIRONMENT**

Initiating and maintaining effective practices of environmental sustainability for a healthy environment, a strong community and a lasting legacy.

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Board Policy 12.1.0 Multi-year Capital Planning; 13.2.0 Capital Planning Capital Expenditures.

DATE: April 12, 2023

I. RECOMMENDATION

That the Board of Trustees make a motion to authorize the General Manager to execute the Project Partnership Agreement, in substantially the form presented, with the United States Army Corps of Engineers (USACE) for the Effluent Storage Project (#2599SS2010).

II. BACKGROUND

The District has been advancing a priority capital project to construct a 2 million gallon effluent storage tank. The current project estimate is in the range of \$7.6 million. Funding to support this project has been anticipated to be in part from the

USACE Section 595 Grant Program.

The USACE has finalized the Project Partnership Agreement (PPA) for the design and construction phase of the Effluent Storage Project referred to as Increment 1. Incline Village General Improvement District (IVGID) is the project sponsor and lead agency in coordinating with the U.S. Army Corps of Engineers (USACE) on this project. This PPA will be funded under the Section 595 Program of the Water Resources Development Act. Assistance provided under this program will be in the form of reimbursement to the non-Federal sponsor.

Section 595 of the Water Resources Development Act of 1999, as amended provides authority for the USACE to provide design and construction assistance. This assistance is to non-federal interests in Arizona, Idaho, Montana, rural Nevada, New Mexico, Utah or Wyoming for water-related environmental infrastructure and resources protection and development projects. Design and construction assistance may be provided only for projects that are owned by public entities. Projects may include wastewater treatment and related facilities, water supply and related facilities, environmental restoration, and surface water resource protection and development. Project costs are shared 75% federal, 25% non-federal. The non-Federal sponsor may receive credit for the reasonable costs of design work completed for the project, prior to entering into an agreement with the Government. The non-federal sponsor must assume full responsibility for operation and maintenance of the project upon completion.

As a condition of IVGID's current operating permit with the Nevada Department of Environmental Protection (NDEP), the District is no longer allowed to utilize either pond for storage because they are unlined. The limitation on the unlined ponds requires IVGID to construct a permanent storage facility for effluent in order to meet current regulations. The project is to construct a 2-million-gallon pre-stressed concrete tank within Pond #1, which will provide the necessary effluent storage to meet the NDEP operating permit requirements and adequate redundancy and reliability for the WRRF and effluent export system.

The proposed project schedule is as follows:

| Activity | Tasks | Date |
|------------------------------|-------------------------------------|---------------|
| Design | 100% Design Package | May 2023 |
| Environmental and Permitting | Environmental Clearance and Permits | October 2023 |
| Construction | Final GMP from Contractor | February 2024 |
| Construction | CMAR Contract Award | March 2024 |
| Construction | Begin Construction | May 2024 |
| Construction | Complete Construction | October 2024 |

A consultant is currently preparing environmental documents for the project as IVGID staff previously received direction from USACE staff on the requirements. Upon execution of this PPA the USACE will have the necessary funding to review the Environmental document.

III. BID RESULTS

There are no bid results for this item.

IV. FINANCIAL IMPACT AND BUDGET

Section 595 authorization defines the cost sharing as 75% Federal and 25% non-Federal. The following table shows the elements that comprise the budget for the Effluent Storage Project, including the USACE costs.

| IVGID Effluent Storage Project | | Allocation Table | |
|---|----------------|-------------------------|-------------|
| Tasks | Combined Costs | Federal | Non-Federal |
| Non-Federal Costs | \$6,878,000 | \$5,158,500 | \$1,719,500 |
| Design | \$476,000 | \$357,000 | \$119,000 |
| NEPA, Environmental, Cultural, and Permitting | \$200,000 | \$150,000 | \$50,000 |
| Construction: Access roadway, earthwork, pre-stressed concrete storage tank and appurtenances | \$4,521,000 | \$3,390,750 | \$1,130,250 |
| Project Administration | \$450,000 | \$337,500 | \$112,500 |
| TRPA Coverage Fee | \$646,000 | \$484,500 | \$161,500 |
| Pre SOW Design/Materials | \$585,000 | \$438,750 | \$146,250 |
| Federal Costs | \$723,000 | \$542,250 | \$180,750 |
| Federal Review & Coordination | \$52,000 | \$39,000 | \$13,000 |
| Project | \$258,000 | \$193,500 | \$64,500 |

| | | | |
|-----------------------------------|-------------|-------------|-------------|
| Management & Support | | | |
| Technical Support | \$258,000 | \$193,500 | \$64,500 |
| NEPA / Cultural Resources | \$155,000 | \$116,250 | \$38,750 |
| | | | |
| Total Costs | \$7,601,000 | \$5,700,750 | \$1,900,250 |
| Total Project - Performance Share | | 75% | 25% |
| Theoretical Share (75% / 25%) | | 75% | 25% |

The Section 595 Grant is a cost reimbursement to IVGID for funds expended on the project. IVGID is responsible to assemble all of the costs related to the project, provide supporting documentation, and submit to USACE in order to receive reimbursement for funds expended. IVGID will request reimbursement of funds in accordance with the terms in the PPA.

V. ALTERNATIVES

The Board could choose not to proceed with executing the PPA with the USACE and therefore not receive grant funding under the Section 595 Program. Not executing the PPA would have a negative impact on the District's Sewer rate payers as an increase in rates would be required to fund the project.

VI. COMMENTS

None

VII. DISTRICT IMPROVEMENT, COST REDUCTION, RETURN ON INVESTMENT OR PRODUCTIVITY ENHANCEMENT

Executing this PPA for grant funds will benefit all sewer rate payers in the District by not requiring the rate payers to fully fund the project.

VIII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

IX. ATTACHMENTS

1. Exhibit A - IVGID-NV RURAL 595 PPA NO REDLINE-v2
2. Exhibit B - IVGID Effluent Storage Project-Scope -Increment-1-v2 - 3-31-23
3. Exhibit C - IVGID PMP - Effluent Storage Project - 3-31-23
4. Exhibit D - IVGID NV RURAL 595 PPA Checklist-PM-DPM - signed-v3 - 3-21-23
5. Exhibit E - Legal Certification IVGID 595 NO DEVIATIONS COUNSEL SIGNED - 1-25-23
6. Exhibit F - Self-Certification IVGID Effluent Storage Facility
7. Exhibit G - Lobbying Certificate_IVGID
8. Exhibit H - Certificate of Authority v2

X. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

That the Board of Trustees makes a motion to Authorize the General Manager to Execute the Project Partnership Agreement in substantially the form presented, with the United States Army Corps of Engineers (USACE) for the Effluent Storage Project (#2599SS2010).

**AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
IVGID, NEVADA RURAL 595 PROJECT, NEVADA SECTION 595**

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for Sacramento District (hereinafter the “District Commander”) and the Incline Village General Improvement District(hereinafter the “Non-Federal Sponsor”), represented by its **General Manager**.

WITNESSETH, THAT:

WHEREAS, the Government is authorized to provide design and construction assistance for publicly owned, non-Federal water-related environmental infrastructure and resource protection and development projects in Arizona, Idaho, Montana, rural Nevada, New Mexico, rural Utah, and Wyoming, including projects for wastewater treatment and related facilities, water supply and related facilities, and surface water resource protection and development pursuant to Section 595 of the Water Resources Development Act of 1999, Public Law 106-53, as amended (hereinafter “Section 595”);

WHEREAS, the District Commander has determined that the non-Federal project for **Incline Village General Improvement District’s, IVGID, Nevada Rural 595** project at **Incline Village, Washoe County, Nevada** is eligible for design and construction assistance under Section 595.

WHEREAS, the design and construction assistance for the non-Federal project pursuant to this Agreement will be provided for increment(s) of work, as defined in Article I.A. of this Agreement, undertaken by the Non-Federal Sponsor;

WHEREAS, Section 595(e)(3) provides that the Federal share of costs under each agreement entered into under Section 595 shall be 75 percent, which may be in the form of reimbursements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “increment of work” means design and construction of features, as generally described in a Scope of Work, and approved by the **Division Commander for South Pacific Division**.

The initial increment of work consists of design and construction of an effluent storage facility (2-million-gallon concrete effluent storage tank), as generally described in the Scope of Work for Design and Construction Assistance, IVGID, Nevada Rural 595 project for effluent storage Washoe County, Nevada, dated November 2022 and approved by the Division Commander South Pacific Division on **[MONTH DAY, YEAR]**.

Each additional increment of work, if any, will be described in a separate Scope of Work, which will specify the amount of Federal funds available for such work. In the event of a conflict between this Agreement and a Scope of Work, this Agreement will control.

B. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (See 42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of an increment of work and cost shared. The term includes, but is not necessarily limited to: the Non-Federal Sponsor’s eligible pre-Scope of Work design work costs, if any; the Government’s costs for conducting environmental compliance activities, providing management oversight and technical assistance, as needed, preparing monthly financial reports, preparing Scopes of Work, reviewing design work, appraisals, and invoices provided by the Non-Federal Sponsor, conducting periodic inspections during construction, and any other costs incurred by the Government pursuant to the provisions of this Agreement; the Non-Federal Sponsor’s eligible costs of engineering, design, construction, and supervision and administration; the Non-Federal Sponsor’s eligible costs for providing real property interests and relocations, and performing permit work; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; audits; betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

D. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally

equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term “pre-Scope of Work design work” means the design work performed by the Non-Federal Sponsor prior to approval of the Scope of Work for that increment of work that the Government determines was accomplished in a satisfactory manner and is integral to the increment of work.

G. The term “betterment” means a difference in the design or construction of an element of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. The amount of Federal funds available for each increment of work is limited to the amount identified in the Scope of Work for that increment of work. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this amount, and such excess costs shall not be eligible for credit or reimbursement or included in the construction costs for cost-sharing purposes. For the initial increment of work, the Federal funds available are limited to \$5,700,750.

B. The Non-Federal Sponsor shall design and construct each increment of work in accordance with all requirements of applicable Federal laws and implementing regulations and the following paragraphs. If after completion of the design portion of an increment of work, the parties mutually agree in writing not to proceed with construction of that increment of work, the parties shall conclude their activities relating to that increment of work and proceed to a final accounting in accordance with Article VI.C.

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of each increment of work. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing inspections pursuant to Article II.D.

2. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all design work for an increment of work, including relevant plans and specifications, at intervals determined by the Government in coordination with the Non-Federal Sponsor, and related contract solicitations, prior to the Non-Federal Sponsor’s issuance of such solicitations. In addition, until the Government has provided written confirmation that environmental compliance has been completed for an increment of work, the Non-Federal Sponsor shall not issue the solicitation for the first construction contract for that increment of work or commence construction of that increment of work using its own forces.

3. The Non-Federal Sponsor is responsible for obtaining all permits and licenses necessary for design, construction, and operation and maintenance of each increment of work and for ensuring compliance with all requirements of such permits and licenses.

4. The Non-Federal Sponsor shall establish and maintain such legal and institutional structures as necessary to ensure the effective long-term operation of each increment of work at no cost to the Government.

5. Upon completion of design for each increment of work, the Non-Federal Sponsor shall furnish the Government with copies of the completed design.

6. The Non-Federal Sponsor shall operate and maintain each increment of work at no cost to the Government. The Non-Federal Sponsor shall furnish the Government with a copy of the as-built drawings for the completed work.

7. No more frequently than every 30 calendar days, the Non-Federal Sponsor shall provide the Government an invoice with the documentation required by Article V for the Government to determine whether costs incurred by the Non-Federal Sponsor for an increment of work are eligible for inclusion in construction costs. If the Non-Federal Sponsor incurred costs for pre-Scope of Work design work for an increment of work, documentation of such costs shall be included in the Non-Federal Sponsor's initial invoice. Following completion of an increment of work, the Non-Federal Sponsor shall notify the Government, which shall conduct a final inspection of that increment of work. No later than 60 calendar days after the Government conducts the final inspection, the Non-Federal Sponsor shall provide its final invoice for that increment of work, unless an extension is requested by Non-Federal Sponsor in writing and approved by the Government.

C. Using information developed and provided by the Non-Federal Sponsor, the Government shall ensure environmental compliance activities necessary to achieve compliance with all applicable environmental laws and regulations for design and construction of an increment of work are completed prior to initiation of construction on that increment of work. For each increment of work, the Government will notify the Non-Federal Sponsor in writing when such compliance has been completed.

D. The Government may perform periodic inspections to verify the progress of construction and that work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis during design and construction of an increment of work. Further, the Government shall perform a final inspection to verify satisfactory completion of an increment of work.

E. For each increment of work, the Government shall be responsible for 75 percent of construction costs, with reimbursement for costs incurred by the Non-Federal Sponsor determined in accordance with this paragraph. The Government shall review each invoice provided by the Non-Federal Sponsor and, based on the procedures, requirements, and conditions provided in Article V, shall determine the costs, or portion thereof, that are eligible

for inclusion in construction costs. To the maximum extent practicable, within 30 days of receipt of each invoice, the Government, subject to the availability of Federal funds, shall reimburse the Non-Federal Sponsor for costs for each invoice by taking 75 percent of the Non-Federal Sponsor's eligible costs, less 25 percent of the costs incurred by the Government during that same invoice period. The Government shall provide a written explanation to the Non-Federal Sponsor for costs it determines are not eligible for inclusion in construction costs.

F. The Government shall ensure compliance with the National Historic Preservation Act (NHPA) of 1966, as amended, prior to initiation of construction. All costs incurred by the Government and the Non-Federal Sponsor for actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the NHPA and the mitigation of adverse effects other than data recovery, as the Government determines necessary and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of such costs, shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for each increment of work may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for each increment of work, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the increment of work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share for such work.

H. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan, including appropriate engineering plans and specifications.

I. If the Non-Federal Sponsor elects to include betterments in the design or construction of an increment of work, the Non-Federal Sponsor shall notify the Government in writing and describe the betterments it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to betterments, including costs associated with obtaining permits for such work, without reimbursement by the Government.

ARTICLE III - REAL PROPERTY INTERESTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government and Non-Federal Sponsor shall jointly determine the real property interests required for construction, operation, and maintenance of each increment of work and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps as appropriate, of such real property interests. Upon written confirmation by the Government, the Non-Federal Sponsor shall acquire such real property interests and notify the Government in writing when such interests have been acquired. The Non-Federal Sponsor shall ensure that real property interests provided for such work are retained in public ownership and, in accordance with Article IV.A., that the real property interests are investigated and that HTRW does not exist in, on, or under the real property interests.

B. The Government and Non-Federal Sponsor shall jointly determine the relocations required for construction, operation, and maintenance of each increment of work and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps and plans and specifications, as appropriate, for such relocations. Upon written confirmation by the Government, the Non-Federal Sponsor shall perform or ensure performance of such relocations and notify the Government in writing when such relocations have been accomplished.

C. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests required for construction, operation, and maintenance of each increment of work.

B. In the event the Non-Federal Sponsor discovers that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of an increment of work, within 15 calendar days of such discovery, the Non-Federal Sponsor, in addition to providing any other notice required by applicable law, shall provide written notice to

the Government. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further activities on that increment of work shall proceed until the parties agree on an appropriate course of action.

1. If the Non-Federal Sponsor initiates or continues construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid by the Non-Federal Sponsor, without reimbursement or credit by the Government.

2. In the event the Non-Federal Sponsor fails to discharge its responsibilities under this Article, the Government may suspend or terminate future performance under this Agreement, including reimbursements pursuant to Article II.E.

C. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of each increment of work for purposes of CERCLA liability or other applicable law.

D. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

ARTICLE V - DETERMINATION OF ELIGIBLE NON-FEDERAL SPONSOR COSTS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in the construction costs for an increment of work shall be determined in accordance with the following procedures, requirements, and conditions and shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in construction costs the value of required real property interests acquired from private owners after the date of approval of the Scope of Work for an increment of work except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for inclusion in construction costs. The Non-Federal Sponsor shall obtain for each required real property interest acquired from private owners an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor after the date of approval of the Scope of Work for an increment of work shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings after the date of approval of the Scope of Work for an increment of work, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor concludes the acquisition of the interest. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for valuation purposes.

(3) The Government shall include in the construction costs the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings after the date of approval of the Scope of Work for an increment of work, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for valuation purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2), the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsor

must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs eligible incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in acquiring required real property interests from private owners for an increment of work after the date of approval of the Scope of Work for such work. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Any publicly owned real property interests or real property interests owned by the Non-Federal Sponsor on the date of approval of the Scope of Work and required for an increment of work will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in construction costs eligible costs of required relocations performed by the Non-Federal Sponsor after approval of the Scope of Work for an increment of work.

a. For a relocation other than a highway, eligible costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the eligible costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Nevada would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. Design and Construction Work. The Government shall include in construction costs for an increment of work eligible costs of the design and construction work performed by the Non-Federal Sponsor after the date of approval of the Scope of Work for such work, and eligible costs of pre-Scope of Work design work, if any.

a. The Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the amount of eligible costs. Appropriate

documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Where the Non-Federal Sponsor's cost for completed pre-Scope of Work design work is expressed as fixed costs plus a percentage of the construction costs for the increment of work, the Non-Federal Sponsor shall renegotiate such costs with its contractor based on actual costs.

b. The following costs are not eligible for inclusion in construction costs for an increment of work: interest charges, or any adjustment to reflect changes in price levels between the time the design or construction work is completed; pre-Scope of Work design work previously reimbursed under another agreement; design or construction work obtained at no cost to the Non-Federal Sponsor; costs that exceed the Government's estimate of the cost for such design and construction work; or any construction work initiated on an increment of work prior to completion of environmental compliance for such work.

4. Permit Work. The Government shall include in construction costs for an increment of work eligible costs of permit work performed by the Non-Federal Sponsor after the date of approval of the Scope of Work for such work. Eligible costs shall be equivalent to the direct costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in obtaining all permits and licenses necessary for design, construction, operation and maintenance of the increment of work, including the permits necessary for construction, operation, and maintenance of the increment of work on publicly owned or controlled real property interests. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees involved in obtaining such permits. Failure to comply with these permits and licenses may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for design and construction of an increment of work in construction costs.

5. Compliance with Federal Labor Laws. In undertaking construction and relocations, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act) The Non-Federal Sponsor's failure to comply with these laws may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for relocations and construction of an increment of work in construction costs.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and permit work that exceed 25 percent of construction costs for an increment of work, and any such excess amount cannot be applied towards the non-Federal cost share for another increment of work; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement, excluding costs for pre-Scope of Work design work.

ARTICLE VI - ACCOUNTING

A. As of the effective date of this Agreement, construction costs for the initial increment of work are projected to be \$7,601,000, with the amount of Federal funds available for such work limited to \$5,700,750. Costs incurred by the Government for the initial increment of work are projected to be \$723,000. Costs incurred by the Non-Federal Sponsor for the initial increment of work are projected to be \$1,900,250 which includes eligible design and construction work after the effective date of this Agreement projected to be \$1,523,250, eligible pre-Scope of Work design work projected to be \$146,250, eligible real property interests projected to be \$0, eligible relocations projected to be \$0, and eligible permit work projected to be \$50,000. Reimbursements pursuant to Article II.E. for eligible costs incurred by the Non-Federal Sponsor for the initial increment of work are projected to be \$5,700,750.

The Scope of Work for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of construction costs for such work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly financial reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government to date; costs incurred by the Non-Federal Sponsor to date; the total amount of reimbursements made to the Non-Federal Sponsor to date; and the balance of the Federal funds available.

C. After the Non-Federal Sponsor has provided its final invoice to the Government for an increment of work, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. As a part of the final accounting, the Government will determine the total reimbursable amount by taking 75 percent of eligible costs incurred by the Non-Federal Sponsor, less 25 percent of the costs incurred by the Government for that increment of work. Should the final accounting determine that funds in excess of the total reimbursable amount have been reimbursed to the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such excess reimbursement by delivering a check payable to "FAO, USAED, **Sacramento (L2)**" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the reimbursements provided to the Non-Federal Sponsor are less than the total reimbursable amount, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for the amount equal to such difference.

ARTICLE VII - TERMINATION OR SUSPENSION

If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate design and construction assistance. If the Government determines that the Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal

Sponsor and the Non-Federal Sponsor may continue with design and construction of such work, at no cost to the Government and without credit or reimbursement.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from any and all damages arising from design, construction, or operation and maintenance of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Brad Underwood
Director of Public Works
Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, NV 89451

If to the Government:

District Commander
U.S. Army Corps of Engineers, Sacramento District
1325 J Street,
Sacramento, CA, 95814

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT, NEVADA

BY: _____
Chad W. Caldwell
Colonel, U.S. Army
District Commander

BY: _____
Indra Winqest
IVGID General Manager

DATE: _____

DATE: _____

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
IVGID, NEVADA RURAL 595 PROJECT
EFFLUENT STORAGE PROJECT
SCOPE**

PURPOSE

This Scope of Work identifies and describes the design and construction elements of the Wastewater Recovery and Reclamation Facility Effluent Storage Project in Incline Village, Washoe County, Nevada that is being considered for implementation under authority of Section 595 of the Water Resources Development Act of 1999, Public Law 106-53, as amended.

BACKGROUND AND HISTORY

The Incline Village General Improvement District (IVGID or District) operates a wastewater collection, treatment, and effluent export system that serves the communities of Incline Village and Crystal Bay, NV and the Nevada State Parks (Sand Harbor, Spooner and Memorial Point) located at Lake Tahoe. The Wastewater Resource Recovery Facility (WRRF) treats approximately 800,000 gallons to 1.25 million gallons each day for these communities. A critical component of this operation are the two effluent storage basins Mill Creek Pond #1 (Pond #1) and Mill Creek Pond #2 (Pond #2) which would only be used in the case of emergency at the WRRF. IVGID has been advised by the Nevada Department of Environmental Protection (NDEP) that use of -either of these unlined ponds is no longer allowed within the Tahoe Basin. This restriction significantly hampers the District's ability to conduct planned maintenance of the effluent export system and puts the District at risk of a discharge of effluent to the waters of Lake Tahoe in the event of a significant emergency. Furthermore, as a condition of the District's operating permit, NDEP is requiring a permanent storage facility be constructed to store effluent during emergencies or maintenance activities, whether at the WRRF or on the Effluent Export Pipeline.

Analysis conducted as a component of the District's Effluent Export Project Predesign Report July 2004 indicates that, due to the regulatory limitations associated with the use of the unlined Effluent Storage Basins, there is insufficient operational storage available to the District to provide adequate redundancy and reliability of the effluent export system.

In September 2018, IVGID's engineering consultant, Jacobs, completed a pre-design analysis report to review various pond lining construction methodologies for Pond #1.

In September 2021, a Design Criteria and Analysis Technical Memo for Pond #2 was completed by Jacobs, and IVGID contracted with Jacobs to proceed with final design to line Pond #2. This project approach would provide up to 6 million gallons of storage allowing a 4-day work week to the contractor that would be working on the separate but equally important Effluent Pipeline Replacement Project. Pond #2 is created by the dam within the Mill Creek drainage and upon

design review by Nevada Department of Water Resources, Division of Dam Safety, IVGID was advised of the need for a full analysis of the dam. This dam was constructed prior to the existence of the Division of Dam Safety and would not meet current design requirements. Due to the delay and cost risks associated with this requirement the Pond #2 project approach was abandoned.

In June 2022, Jacobs completed the Pond 1 Effluent Storage Alternatives – Final Recommendation Memorandum. This alternatives analysis provided the necessary information for the recommendation for the construction of a 2-million-gallon concrete storage tank adjacent to the WRRF at the location of Pond #1, that would meet the NDEP requirements.

In 2023, IVGID will complete an Environmental Assessment for Increment 1. The EA will address compliance with all applicable federal laws such as the Clean Water Act, Fish and Wildlife Coordination Act, Endangered Species Act, Magnuson-Stevens Migratory Bird Act, National Historic Preservation Act, and any other pertinent regulations or laws. USACE will initiate Section 106 consultation with Nevada State Historic Preservation Office and with the US Fish and Wildlife Service, if required.

PROJECT SUMMARY

The project consists of the following elements required to construct the 2-million-gallon pre-stressed concrete storage tank adjacent to the WRRF at the location of Pond #1:

- 1) Design, Environmental, NEPA, Permits
- 2) Clear, grub, tree removal, relocation and/or removal of large boulders, grading and surfacing of an access road to facilitate construction at the site.
- 3) Decommissioning and removal of the existing dam for Pond #1.
- 4) Grading for tank installation.
- 5) Construction of tank foundation
- 6) Construction of pre-stressed concrete tank.
- 7) Installation of necessary piping and valves.
- 8) Installation of necessary SCADA system.

IVGID intends to complete design for all of the above, with review and assistance from the US Army Corps of Engineers (USACE) throughout the project. IVGID will work closely with the oversight of the USACE to complete any remaining environmental work.

IVGID owns the property for the proposed access road and pre-stressed concrete tank.

The construction phase can begin as soon as NDEP, Washoe County, and TRPA permitting, NEPA compliance plans and specifications have been completed and construction contract awarded.

CONSTRUCTION COST ESTIMATE

| Table 1. Funds Allocations for IVGID, NV Rural 595 Increment-1 Effluent Storage Project P2-481248 | | | |
|--|----------------|-------------|-------------|
| Tasks | Combined Costs | Federal | Non-Federal |
| Non-Federal Costs | \$6,878,000 | \$5,158,500 | \$1,719,500 |
| Design | \$476,000 | \$357,000 | \$119,000 |
| NEPA, Environmental, Cultural, and Permitting | \$200,000 | \$150,000 | \$50,000 |
| Construction: Access roadway, earthwork, pre-stressed concrete storage tank and appurtenances. | \$4,521,000 | \$3,390,750 | \$1,130,250 |
| Project Administration | \$450,000 | \$337,500 | \$112,500 |
| TRPA Coverage Fee | \$646,000 | \$484,500 | \$161,500 |
| Pre SOW Design/Materials \$585,000 | \$585,000 | \$438,750 | \$146,250 |
| Federal Costs | \$723,000 | \$542,250 | \$180,750 |
| Federal Review & Coordination | \$52,000 | \$39,000 | \$13,000 |
| Project Management and Support | \$258,000 | \$193,500 | \$64,500 |
| Technical Support | \$258,000 | \$193,500 | \$64,500 |
| NEPA / Cultural Resources | \$155,000 | \$116,250 | \$38,750 |
| | | | |
| Total Costs | \$7,601,000 | \$5,700,750 | \$1,900,250 |
| Total Project - Performance Share | | 75.0% | 25.0% |
| Theoretical Share (75% / 25%) | | 75.0% | 25.0% |

PROJECT LOCAL SHARE

IVGID presently has sufficient funds identified for this project to provide the local share necessary for all project components.

PROPOSED PROJECT SCHEDULE

IVGID recognizes that a final schedule will be prepared once the Contractor is on-board. Due to heavy snow in 2023 the construction season has been postponed to next year. Proposed project schedule is presented below.

| | |
|----------------|---|
| April, 2023 | PPA Agreement executed with USACE |
| May, 2023 | 100% Design Package |
| October, 2023 | Environmental Clearance and Permits |
| February, 2024 | Final General Maximum Price from Contractor |
| March, 2024 | CMAR Construction Contract Award |
| May, 2024 | Construction Start |
| October, 2024 | Construction Completion |

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, NEVADA
RURAL 595 EFFLUENT STORAGE PROJECT
INCLINE VILLAGE, WASHOE COUNTY NEVADA**

PROJECT MANAGEMENT PLAN

Prepared By:
Incline Village General Improvement District (IVGID)
Public Works Department
October 19, 2022

Updated March 20, 2023

PROJECT MANAGEMENT PLAN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, NV
RURAL 595, EFFLUENT STORAGE PROJECT
WASHOE COUNTY, NEVADA

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4.0 Project Background, Purpose and Need 4
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Attachments

- 1 – PMP Endorsement
- 2 – Project Fact Sheet
- 3 – NDEP Letter

PROJECT MANAGEMENT PLAN

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, NV RURAL 595, EFFLUENT STORAGE PROJECT WASHOE COUNTY, NEVADA

1.0 Water Resources Development Act (WRDA) 1999

Section 595 of the Water Resources Development Act of 1999, as amended provides authority for the US Army Corps of Engineers (USACE) to provide design and construction assistance. This assistance is to non-federal interests in Arizona, Idaho, Montana, rural Nevada, New Mexico, Utah or Wyoming for water-related environmental infrastructure and resources protection and development projects. Design and construction assistance may be provided only for projects that are owned by public entities. Projects may include wastewater treatment and related facilities, water supply and related facilities, environmental restoration, and surface water resource protection and development.

Project costs are shared 75% federal, 25% non-federal. Costs of lands, easements, and rights-of-way are non-federal and are creditable towards the 25% non-federal cost share. The non-Federal sponsor may receive credit for the reasonable costs of design work completed for the project, prior to entering into an agreement with the Government. The non-federal sponsor must assume full responsibility for operation and maintenance of the project upon completion.

Incline Village General Improvement District (IVGID) is the project sponsor and lead agency in coordinating with the USACE on this project. Assistance provided under this program will be in the form of reimbursement to the non-Federal sponsor.

2.0 Project Partnership Agreement

The two required documents are the Project Partnership Agreement (PPA), which is the contract between the Federal government and the Non-Federal sponsor, and the Project Management Plan (PMP). This Project Management Plan (PMP) outlines the scope of work to be accomplished, the responsible parties, the project fact sheet and cost estimate.

3.0 IVGID Existing Conditions

The District provides water, sewer, and trash services to the residential and commercial properties of Incline Village and Crystal Bay, Nevada. The full time estimated population is 9,462 people, with that number increasing to nearly 20,000 people during peak tourist season (summer months and winter holidays). The service area is 15.3 square miles with a total of 4,275 water accounts and 4,185 sewer accounts.

The District's wastewater system is comprised of 110 miles of sewer mains, 8 miles of forcemain, 20.5 miles of effluent export pipeline, one wastewater treatment facility permitted to treat 2.5 million gallons per day, one 500,000-gallon effluent storage reservoir, 19 sewer lift

stations, one effluent export pump station, SCADA control systems, and 900-acre wetland facility for effluent disposal. The Wastewater Resource Recovery Facility (WRRF) treats approximately 800,000 gallons to 1.25 million gallons each day for these communities. A critical component of this operation are the two effluent storage basins Mill Creek Pond #1 (Pond #1) and Mill Creek Pond #2 (Pond #2) which would only be used in the case of emergency at the WRRF. In compliance with the Porter Cologne Act of 1968 to protect Lake Tahoe, all effluent produced by the District must be exported out of the Lake Tahoe Basin, which adds additional complexity to the wastewater system.

The District's water system is comprised of 95 miles of watermains, one ozone water disinfection facility, 12 storage reservoirs, 13 water pumping stations, 22 pressure zones, and 4,272 acre-feet of water rights. Despite the small number of accounts served, the water system is very complex with an elevation change from 6229' to over 8000' requiring multiple pressure zones, additional reservoirs, complex pumping, and SCADA control systems to deliver water to all customers.

4.0 Project Background, Purpose and Need

The District operates a wastewater collection, treatment, and effluent export system that serves the communities of Incline Village and Crystal Bay, Nevada and the Nevada State Parks (Sand Harbor, Spooner and Memorial Point) located at Lake Tahoe. A critical component of this operation are the two effluent ponds for use in emergency situations. These ponds are in existence to support a potential emergency situation that would require storage of effluent greater than that which exists within the Wastewater Resource Recovery Facility (WRRF). However, as a condition of IVGID's current operating permit with the Nevada Department of Environmental Protection (NDEP), the District is no longer allowed to utilize either pond for storage because they are unlined. The limitation on the unlined ponds requires IVGID to construct a permanent storage facility for effluent in order to meet current regulations.

The WRRF currently has a 500,000-gallon effluent storage tank which receives effluent from the WRRF but is extremely limiting and not sufficient to deal with a lengthy emergency situation. Effluent is piped via gravity from the Effluent Tank to the Spooner Pump Station through a 16-inch steel and 16-inch ductile iron pipeline. The Spooner Pump Station has a maximum flow capacity of approximately 2,300 GPM. There is an existing SCADA communication system that links Spooner Pump Station to the Effluent Storage Tank. This system monitors tank levels for pump control and provides flow rate measured at the pump suction header.

The lack of effluent storage significantly hampers IVGID's ability to conduct emergency response or planned maintenance of the WRRF and effluent export system and puts the District at risk of a discharge of effluent to the waters of Lake Tahoe in the event of a significant emergency.

There have been various studies on the effluent storage needs of the WRRF beginning with an analysis conducted as a component of the District's Effluent Export Project Predesign Report July 2004 indicates that, due to the regulatory limitations associated with the use of the unlined

Effluent Storage Basins, there is insufficient operational storage available to the District to provide adequate redundancy and reliability of the effluent export system. Other studies have been completed as follows:

- In September 2018, IVGID’s engineering consultant, Jacobs, completed a pre-design analysis report to review various pond lining construction methodologies for Pond #1.
- In September 2021, a Design Criteria and Analysis Technical Memo for Pond #2 was completed by Jacobs, and IVGID contracted with Jacobs to proceed with final design to line Pond #2. This project approach would provide up to 6 million gallons of storage allowing a 4-day work week to the contractor that would be working on the separate but equally important Effluent Pipeline Replacement Project. Pond #2 is created by a dam within the Mill Creek drainage and upon design review by Nevada Department of Water Resources, Division of Dam Safety, IVGID was advised of the need for a full analysis of the dam. This dam was constructed prior to the existence of the Division of Dam Safety and would not meet current design requirements. Due to the delay and cost risks associated with this requirement the Pond #2 project approach was abandoned.
- In June 2022, Jacobs completed the Pond 1 Effluent Storage Alternatives – Final Recommendation Memorandum. This alternatives analysis provided the necessary information for the recommendation to construct a 2-million-gallon concrete storage tank adjacent to the WRRF at the location of Pond #1, that will meet the NDEP requirements. The IVGID Board concurred with this recommendation at their Board meeting of June 8, 2022.

5.0 Effluent Storage Facility – Project Plan

The project is to construct a 2-million-gallon pre-stressed concrete tank within Pond #1, which will provide the necessary effluent storage to meet the NDEP operating permit requirements and adequate redundancy and reliability for the WRRF and effluent export system. The project will consist of the following critical elements:

- 1) Clear, grub, tree removal, relocation and/or removal of large boulders, grading and surfacing of an access road to facilitate construction at the site.
- 2) Decommissioning and removal of the existing dam for Pond #1.
- 3) Grading for tank installation.
- 4) Construction of tank foundation
- 5) Construction of pre-stressed concrete tank.
- 6) Installation of piping, valves, and related appurtenances.
- 7) Installation of necessary SCADA system.

6.0 Major Activities & Products

6.1 Project Partnership Agreement (PPA) - The PPA is based on the model for Environmental Infrastructure Design and Construction Assistance PPA (cost reimbursement) that has been developed for the Section 595 program. Upon completing development of the draft PPA package with the Non-Federal sponsor, the PPA package will be forwarded to the San

Francisco Office South Pacific Division District US Army Corps of Engineers for final approval. The PPA package will contain the decision document, consisting of the project scope of work (PMP), project fact sheet, project schedule and cost estimate.

6.2 Effluent Storage Facility Project - The project will involve design, environmental, permitting, and construction activities funded by the USACE. The project will be constructed after the PPA is executed and required regulatory permits have been acquired.

6.2.1 Design - The design effort consists of the analysis of alternatives and development of the design drawings, specifications and bid documents. The design is currently at the 60% level and an alternative has been selected and has received the IVGID Board's concurrence. IVGID has awarded a contract amendment for 100% design with the design consultant (Jacobs) on June 29, 2022. Design completion is scheduled for May 2023. The USACE will be provided the opportunity to review and comment on the design drawings and specifications. The project design is anticipated to be part of the PPA for reimbursement.

6.2.2 Environmental Permits – The environmental documentation and permitting process has already begun for this project. NEPA compliance will begin immediately. IVGID will coordinate with the USACE on all permitting activities, particularly NEPA compliance. The actual preparation of permit documents will be performed by IVGID and/or its consultants with oversight by USACE personnel. IVGID will coordinate with the USACE to determine whether a categorical exclusion or Environmental Assessment will be needed for NEPA compliance. Non- NEPA permits required will be obtained by IVGID through coordination with the appropriate state and local jurisdictions to include NDEP and TRPA. All permits will be obtained for the project prior to beginning construction.

6.2.3 Construction – The construction effort will involve developing, awarding and managing the construction contract. IVGID has contracted with Granite Construction Company, selected through a competitive process, as the Construction Manager at Risk (CMAR) for the project. In February 2024, Granite will be providing IVGID with a guaranteed maximum price (GMP) to construct the improvements, which will be brought before the Board of Trustees for their approval. The construction will be coordinated by IVGID and/or its consultants.

6.2.4 Rights of Entry – The project is located entirely on the IVGID's property, Therefore, no land acquisition costs are anticipated.

6.3 Financial Reporting – IVGID will assemble all of the costs related to the project and the required supporting documentation and submit them to the USACE in order to receive reimbursement for funds expended. IVGID will request reimbursement of funds in accordance with the terms in the PPA.

7.0 Organizational Work Responsibilities

7.1 US Army Corps of Engineers - The USACE Programs & Project Management Division (PPMD) will be responsible for the PPA, processing the reimbursement requests, field inspections and management oversight. The Planning Division Environmental Analysis Branch will be responsible for reviewing the NEPA compliance documents, finalizing the decision document (Finding of No Significant Impact), and completing Section 106 and USFWS consultation, as appropriate.

7.2 Incline Village General Improvement District (District) – IVGID will be in charge and responsible for completing the project. Specific items the IVGID is responsible for are as follows:

- Complete design, permits, equipment orders.
- Prepare design documents including drawings, specifications and bidding documents to meet USACE standards.
- Work with the CMAR on the final construction GMP and entering into a construction contract.
- Perform construction oversight including inspection and quality control.
- Assembly of the project cost documentation, develop and submit reimbursement requests to the USACE.
- Providing the Non-Federal cost share (25%) of the total project costs.
- Assume all maintenance and operation of the project improvements once the project is completed.
- Complete the NEPA Environmental Assessment in coordination with USACE for Increment 1. The EA will address compliance with all applicable federal laws such as the Clean Water Act, Fish and Wildlife Coordination Act, Endangered Species Act, Magnuson-Stevens Migratory Bird Act, National Historic Preservation Act, and any other pertinent regulations or laws. USACE will initiate Section 106 consultation with Nevada State Historic Preservation Office and with the US Fish and Wildlife Service, if required. The USACE will finalize the decision document the Finding of No Significant Impact, as appropriate.

8.0 Schedule

IVGID recognizes that a final schedule will be prepared once the Contractor is on-board. Due to heavy snow in 2023 the construction season has been postponed to next year. Proposed project schedule is presented below.

| | |
|----------------|---|
| April, 2023 | PPA Agreement executed with USACE |
| May, 2023 | 100% Design Package |
| October, 2023 | Environmental Clearance and Permits |
| February, 2024 | Final General Maximum Price from Contractor |
| March, 2024 | CMAR Construction Contract Award |
| May, 2024 | Construction Commences |
| October, 2024 | Construction Completion |

9.0 Cost Estimate

| Table 1. Funds Allocations for IVGID, NV Rural 595 Increment-1 Effluent Storage Project | | | P2-481248 |
|--|----------------|-------------|-------------|
| Tasks | Combined Costs | Federal | Non-Federal |
| Non-Federal Costs | \$6,878,000 | \$5,158,500 | \$1,719,500 |
| Design | \$476,000 | \$357,000 | \$119,000 |
| NEPA, Environmental, Cultural, and Permitting | \$200,000 | \$150,000 | \$50,000 |
| Construction: Access roadway, earthwork, pre-stressed concrete storage tank and appurtenances. | \$4,521,000 | \$3,390,750 | \$1,130,250 |
| Project Administration | \$450,000 | \$337,500 | \$112,500 |
| TRPA Coverage Fee | \$646,000 | \$484,500 | \$161,500 |
| Pre SOW Design/Materials \$585,000 | \$585,000 | \$438,750 | \$146,250 |
| Federal Costs | \$723,000 | \$542,250 | \$180,750 |
| Federal Review & Coordination | \$52,000 | \$39,000 | \$13,000 |
| Project Management and Support | \$258,000 | \$193,500 | \$64,500 |
| Technical Support | \$258,000 | \$193,500 | \$64,500 |
| NEPA / Cultural Resources | \$155,000 | \$116,250 | \$38,750 |
| | | | |
| Total Costs | \$7,601,000 | \$5,700,750 | \$1,900,250 |
| Total Project - Performance Share | | 75.0% | 25.0% |
| Theoretical Share (75% / 25%) | | 75.0% | 25.0% |

10.0 References

- Effluent Export Project Predesign Report, July 2004
- Pre-Design Analysis Report, September 2018
- Design Criteria and Technical Analysis, September 2021
- Effluent Storage Alternatives – Final Recommendation Memo, June 2022

Attachments

- 1 – PMP Endorsement
- 2 – Project Fact Sheet
- 3 – NDEP Letter

Attachment 1

**INCLINE VILLAGE GENERAL IMPROVEMENT
DISTRICT, NEVADA RURAL 595**

**ENDORSEMENTS
PROJECT MANAGEMENT PLAN**

**INCLINE VILLAGE, WASHOE COUNTY
NEVADA**

PROJECT TEAM MEMBERS (Date)

PROJECT TEAM MEMBERS (Date)

Kate Nelson, Engineering Manager
Public Works Department, IVGID

Roberta Tasse, Project Manager
U.S. Army Corp of Engineers

Brad B. Underwood, Director of Public Works
Public Works Department, IVGID

Indra Winquest
IVGID General Manager

Incline Village General Improvement District Nevada, Rural 595
Effluent Project, Increment 1
PPA CHECKLIST

I. BASIC INFORMATION:

- a. Name of Authorized Project: IVGID Nevada Rural 595 Project, Section 595
- b. Name of Separable Element:
Initial Increment: Incline Village General Improvement District, Nevada Rural 595, Increment 1, Effluent Storage Project
- c. CWIS Number: 013777
- d. Project Report Reviewed by OMB: Yes No
Any special conditions imposed by OMB? Yes No Describe conditions
- e. Date Chief's Report Transmitted to Congress: N/A
- f. Authorizing Document: N/A
- g. Law/Section/Date of Project Authorization: Sec 595, WRDA, 1999, PL 106-53 as amended
- h. Laws/Sections/Dates of Any Post-Authorization Modification: Sections 104 and 126 of Division D, Public Law 108-7; Section 117 of Public Law 108-137; Section 121 of Division H, Public Law 108-199; Section 5067 of the Water Resources Development Act of 2007; Section 4008 of the Water Resources Reform and Development Act of 2014; and Section 1186 of the Water Resources Development Act of 2016.
- i. PPA Covers: (1) Authorized Project (2) Separable Elements
 (1) or (2) plus (for example Locally Preferred Plan)
- j. Construction New Start: Budgeted Congressional Add
- k. Non Federal Sponsor(s): Incline Village General Improvement District (IVGID), Incline Village, NV

1. Project/Separable Element Purpose(s): The initial increment of work would consist of design and construction of an effluent storage facility (2-million-gallon concrete effluent storage tank). Activities include environmental documentation, permitting, design and construction. Construction consisting of clear, grub, tree removal, relocation and/or removal of large boulders, grading and surfacing of an O&M access road, decommissioning and removal of the existing dam for Pond #1, grading for tank installation, construction of tank foundation, construction of pre-stressed concrete tank, and installation of piping, valves and related appurtenances as generally described in the Scope of Work for Design and Construction Assistance, IVGID Effluent Storage Facility, Washoe County, Nevada, dated updated March 20, 2023.

- m. Scheduled date for execution of the PPA: 14APR23
- n. Scheduled Advertisement Date: NA
- o. Scheduled Award Date: NA

II. PROJECT DOCUMENTS:

- a. Title/Date/Approving Authority of Project Report Supporting PPA:
Initial Increment:
 - a. IVGID Effluent Project Scope, Nov 2022
 - b. IVGID Effluent Project --Project Management Plan, Nov 2022
 - c. SR-28 Shared Use Path, Parking, Safety, and Environmental Improvements Project Decision Notice / Finding of No Significant Impact, 1NOV20, Lake Tahoe Basin Management Unit (LTBMU), USDA Forest Service Washoe, Carson City, and Douglas Counties, NV; IVGID Adapted EA/FONSI, 30MAR23 (tentative)
 - d. IVGID Effluent Storage Project EA/FONSI, 15APR23 (tentative)
- b. Project Scope Approval Date: TBD
- c. Mitigation Authorized: ___ Yes No Cost of Mitigation: NA
Describe Type of Mitigation and Whether Included in Project Report and PPA: NA
Current M-CACES Estimate: \$ NA Date Prepared and Price Level: NA
- d. Section 902 Cost Limit: \$ NA 1st Increment Fully Funded as of FY 2023
- e. Date of Latest Economic Analysis: NA
- f. Current Economics: BCR NA @ ___ % FY ___
RBRCR NA @ ___ % FY ___

III. COST SHARING SUMMARY:

Table 1 depicts the allocation of funds and the cost share for both Federal and Non-federal funding. Table 2 provides the FY23 and FY24 funding stream by yearly quarters.

| Table 1. Funds Allocations for IVGID, NV Rural 595 Increment-1 Effluent Storage Project P2-481248 | | | |
|--|----------------|-------------|-------------|
| Tasks | Combined Costs | Federal | Non-Federal |
| Non-Federal Costs | \$6,878,000 | \$5,158,500 | \$1,719,500 |
| Design | \$476,000 | \$357,000 | \$119,000 |
| NEPA, Environmental, Cultural, and Permitting | \$200,000 | \$150,000 | \$50,000 |
| Construction: Access roadway, earthwork, pre-stressed concrete storage tank and appurtenances. | \$4,521,000 | \$3,390,750 | \$1,130,250 |
| Project Administration | \$450,000 | \$337,500 | \$112,500 |
| TRPA Coverage Fee | \$646,000 | \$484,500 | \$161,500 |

| Table 1. Funds Allocations for IVGID, NV Rural 595 Increment-1 Effluent Storage Project P2-481248 | | | |
|---|--------------------|--------------------|--------------------|
| Tasks | Combined Costs | Federal | Non-Federal |
| Pre PPA Design/Materials \$585,000 | \$585,000 | \$438,750 | \$146,250 |
| Federal Costs | \$723,000 | \$542,250 | \$180,750 |
| Federal Review & Coordination | \$52,000 | \$39,000 | \$13,000 |
| Project Management and Support | \$258,000 | \$193,500 | \$64,500 |
| Technical Support | \$258,000 | \$193,500 | \$64,500 |
| NEPA / Cultural Resources | \$155,000 | \$116,250 | \$38,750 |
| | | | |
| Total Costs | \$7,601,000 | \$5,700,750 | \$1,900,250 |
| Total Project - Performance Share | | 75.0% | 25.0% |
| Theoretical Share (75% / 25%) | | 75.0% | 25.0% |

| Table 2. FY23-FY24 Funding Stream for IVGID Nevada Rural 595 Program - Increment 1 Effluent Storage Project P2-481248 | | | | | | | | |
|---|--------|--------|--------------|----------------|--------|--------|----------------|-----------------------|
| | FY23 | | | | FY24 | | | |
| | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| Admin, Design, Environmental, Permits, Fees, Earthwork, Equipment purchase | \$0 | \$0 | \$576,000 | \$1,069,000 | | | | |
| Construction | | | | | | | \$2,000,000 | \$3,206,000 |
| Federal Costs | | | \$150,000 | \$323,000 | | | \$150,000 | \$127,000 |
| Subtotal | \$0.00 | \$0.00 | \$726,000.00 | \$1,392,000.00 | \$0.00 | \$0.00 | \$2,150,000.00 | \$3,333,000.00 |
| TOTAL | | | | | | | | \$7,601,000.00 |

- a. Projected Credit for Section 215 Work and Date 215 Agreement Signed: NA
- b. Projected Credit for Section 104 or Other Authorized Creditable Work and Date Work Approved by ASA(CW) or Agreement Addressing Work (In-Kind MOU) Signed: NA
- c. Annual Non-Fed OMRR&R Costs (1 Oct FY _____ Price Levels): NA
- d. Source of Non-Federal Funds: Incline Village General Improvement District Utility Fund
- e. Source, Amount, & Date of Authorization from Granting Agency for Other Agency Funds (Attach Authorizing Letter): NA
- f. Status of Obtaining Funds: The District has set aside funding for this project.
Effluent Storage Project-Increment 1: \$5,700,750
- g. Date Sponsor signed Self-Certification of Financial Capability for Agreements: November 29, 2022.

IV. FUNDING HISTORY

a. Construction, General or MR&T Construction Budget and Appropriations History for Project/Separable Element:

This project is a new Construction 595 project. IVGID received \$1,086,534 for completion of the PPA in 2019. \$1.9M was transferred to IVGID project from closed 595 projects. The Rural 595 General Program received \$4.9M in 2021 these funds were transferred to IVGID, NV Rural 595 Project. Total funds available for the project are \$8.0M. Table 3 presents the 595 Program Funds to be used for the IVGID project.

| Table 3. Summary of Funding Available for IVGID Nevada Rural 595 Program - Increment 1 Effluent Storage Project P2-481248 | | |
|---|---|-----------------------|
| Date | Program | Funds |
| 2014 | AMSCO 125025, Rural Nevada 595 Program | \$1,966,697.33 |
| 2019 | AMSCO x13777, IVGID, Nevada 595 Program | \$1,086,534.00 |
| 2021 | AMSCO 466902, Rural 595 Program General | \$4,987,399.65 |
| | TOTAL AVAILABLE | \$8,040,630.98 |

V. SPECIAL CONDITIONS

- a. Sub-agreement Required for Sponsor to Perform: ___ Yes No
Describe the Sub-agreement and How It Relates to the Sponsor’s Requirements Under the PPA: NA
- b. As Applicable, Describe the Allocation of Costs Among the Multiple Sponsors: NA
- c. As Applicable, Describe Special Cost Sharing IAW Section 103(m) or Section 1156, Public Law 99-662: NA
- d. List and Provide Cost Estimates for Betterments to be Funded by the Sponsor: NA

VI. REVIEW BY NON-FEDERAL SPONSOR AND ITS COUNSEL

- a. Does the non-Federal sponsor concur in the PPA as submitted? Yes ___ No
- b. Has PPA as submitted, including the Certificate of Authority, been reviewed by the non-Federal sponsor’s counsel? Yes ___ No

VII. OTHER REQUIREMENTS:

- a. Attach current Federal/Non-Federal Allocation of Funds Table Using Format Prescribed

by Appendix B, ER 1165-2-131. See Section III Cost Share Summary

b. Notify Affected Congressional Delegation, Including Senators' Offices, Once the PPA has been approved for Signature.

VIII. CERTIFICATION FOR DELEGATED PPA's: YOU MUST ANSWER "YES" TO ALL OF THE FOLLOWING QUESTIONS TO SIGN THE PPA UNDER DELEGATED AUTHORITY.

a. PROJECT PLAN

Has the Project Report (Item IIa) been approved by ASA(CW) or other official to which authority has been delegated? Yes No (See Item IIa)

b. FUNDING

Have funds to initiate construction been appropriated? Yes No

If funds were added by Congress has guidance been furnished by HQUSACE regarding the scope of the project to be built and any limiting language to be included in the PPA?
 Yes No

Does the proposal comply with HQUSACE Congressional add guidance? Yes No

c. AUTHORITY

Is authority adequate to complete the project as proposed? Yes No

Is the project (GNF cost plus LERRD for navigation projects) cost estimate to be entered into the PPA less than the Section 902 limit (for projects authorized by WRDA 1986 and thereafter)? NA Yes No

d. ENVIRONMENTAL COMPLIANCE

Have all applicable environmental requirements been met and clearances received? NFS is completing the Environmental Assessment with guidance from District ERB. Final EA (for the Storage Tank) and Decision Document will be completed by October 2023 prior to construction. The USFS prepared an EA and FONSI that included the pipeline. ERB is working with IVGID's environmental consultants to complete an "Adapted EA/FONSI" using the USFS information.

Dates of Environmental Compliance: NA

FONSI Signed: Effluent Storage Project: 15APR23 EIS Filed _____ ROD Signed _____

ESA Sec. 7 Concluded NA CZM Consistency Determination NA

401 Certification NA; or 404(r) NA; 404(b) (1) NA; Sec 103 MPRSA Eval NA

Sec 106 NHPA (SHPO and/or ACHP) NFS has started the evaluation; District will complete the SHPO consultation by April 2023.

USFWS Coord. Act Rpt. NA

Have the costs of compliance with the above clearances been adequately defined and included in the project cost estimate to ensure the 902 cost cap is not exceeded and that the sponsor is not required to provide unexpected funds? Yes ___ No

e. FINANCING PLAN

Has the Project Manager certified that the sponsor has the funds to share in the project costs as required by the PPA? Yes ___ No

f. PPA

Is the PPA in accordance with the approved model PPA for this type project? Yes ___ No

g. DISTRICT COUNSEL REVIEW OF PPA

Has the District Counsel reviewed and approved the draft PPA for legal sufficiency? Yes (Certification included in PPA package submittal) ___ No

IX. PPA NOT DELEGATED FOR APPROVAL: PPA MUST BE SUBMITTED TO HQUSACE FOR ASA(CW) APPROVAL WHEN THERE ARE DEVIATIONS FROM THE MODEL PPA OR THE FOLLOWING APPLY:

- a. If the PPA includes any deviation from the approved model, describe and provide the rationale. NA
- b. If the PPA includes any deviation from the approved Project Report, describe them and the reasons why. NA
- c. If there are issues/controversies that must be resolved to enable the PPA to be signed, describe how and when they will be resolved. NA
- d. If the project is a Congressional add and the PPA covers more than the limit of Federal appropriations, describe why and how this can be recommended. NA

X. AUTHENTICATION:

TASSEY.ROBERTA.A
NN.1164812908

Digitally signed by
TASSEY.ROBERTA.ANN.1164812908
Date: 2023.03.21 10:22:39 -07'00'

Date: 3/20/23

Project Manager

SALYERS.ELIZABE
TH.A.1072738370

Digitally signed by
SALYERS.ELIZABETH.A.107273837
0
Date: 2023.03.21 13:15:41 -07'00'

DPM/DDE (PM)

Date: _____

District Commander

Date: _____

**CERTIFICATION OF LEGAL REVIEW
FOR THE
SECTION 595 AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
FOR
IVGID, NEVADA RURAL 595
EFFLUENT PROJECT**

1. The Draft 595 Agreement (“595 Agreement”) between the Department of the Army and the Incline Village General Improvement District for the IVGID Effluent Project has been fully reviewed by the U.S. Army Corps of Engineers, Office of Counsel, Sacramento District, and has been found to be legally sufficient.
2. The Draft 595 Agreement does not deviate from the Model Agreement for Environmental Infrastructure Design and Construction Assistance Under Section 595—Water Resources Development Act of 1999, as amended (Work Performed by the Non-Federal Sponsor) dated October 29, 2020 (with updates as of August 5, 2021).
3. The 595 Agreement package reviewed by counsel included the Non-Federal sponsor’s certifications and the PPA checklist. The package includes a signed copy of the Non-Federal Sponsor’s Self-Certification of Financial Capability for Agreements, dated 29 November 2022; the Certificate of Authority and Lobbying Certificate will be signed at the same time the 595 Agreement is executed by the Non-Federal Sponsor.

23 January 2023

Date

Chelsea Fuentes

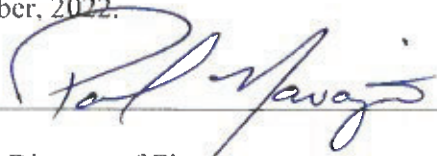
Chelsea Fuentes
Deputy District Counsel

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, Paul Navazio, do hereby certify that I am the Director of Finance of the Incline Village General Improvement District (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Effluent Storage Facility Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations: under the "Agreement Between The Department of the Army and Incline Village General Improvement District for Design and Construction Assistance for the Incline Village General Improvement District Effluent Storage Facility Project and Effluent Pipeline Project, Nevada 595." I understand that the Government's acceptance of this self-certification shall not be construed as obligating either the Government or the Non-Federal Sponsor to implement a project.

IN WITNESS WHEREOF, I have made and executed this certification this 29th day of November, 2022.

BY: _____



TITLE: Director of Finance

DATE: _____

11/29/22

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Indra Winquest
IVGID General Manager

DATE: _____

CERTIFICATE OF AUTHORITY

I, Joshua Nelson, do hereby certify that I am the principal legal officer for the **Incline Village General Improvement District**, that the **Incline Village General Improvement District** is a legally constituted public body with full authority and legal capability to perform the terms of the **Agreement** between the Department of the Army and the **Incline Village General Improvement District** in connection with the **Incline Village General Improvement District, Nevada Rural 595 Effluent Project**, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this **Agreement**, and that the person who executed this **Agreement** on behalf of the **Incline Village General Improvement District** acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20__.

Joshua Nelson
District Counsel