

Attachment A - Background Information Related to Air Quality Mitigation Funds

For the period from July 1, 2005 through June 30, 2010 TRPA collected \$5.49 million in air quality mitigation fees and had expenditures and obligations totaling \$3.47 million. The majority (59%) of expenditures were for bike and pedestrian improvements.

Cumulative collections and expenditures for this period are outlined in Table 1 below.

Table 1	
Status of Air Quality Mitigation Funds from July 1, 2005 through June 30, 2010 (in Dollars)	
Funds Collected	\$5,494,763
Expenditure & Obligations	
Street Sweepers	\$40,000 (1%)
Roadway Capital Improvement Projects	\$623,431 (18%)
Transit Services Equipment Purchase	\$747,231 (22%)
Bike and Pedestrian Land Improvement Projects	\$2,060,000 (59%)
Total Expenditures & Obligations	\$3,470,662
Source: TRPA mitigation fund accounting records.	

Table 2 below provides a more detailed accounting of projects approved in each jurisdiction between 2002 and 2010/11.

Table 2	
Expenditures and Obligations of Air Quality Mitigation Funds from For Year 2001 through 2011 (in Dollars)	
CITY OF SOUTH LAKE TAHOE	Amount Requested
Alternative Fuels Vehicles	\$155,000
Changeable Message Signs	\$40,000
Double Left-Turn @ Sierra Blvd.	\$50,000
South Y Intersection Traffic Improvements	\$75,000
Transit Operations and Maintenance Facility @ Airport	\$35,000
South Y Intersection Improvements (US 50 & SR 89	\$428,000
Transit Service Equipment: 2 Trolleys & 2 Buses	\$134,000
Transit Service Equipment: Five Bus Shelters	\$30,000
Two Regenerative Air Street Sweepers	\$408,687
Passenger Facility (TTD)	\$40,000
Accounting Through 1/24/11	\$ 1,395,687
EL DORADO COUNTY	Amount Requested
Rural Transit System Grant Program Project Match	\$ 53,000
CMAQ Match for Acquisitions of CNG Propane Support Vehicles	\$181,161
Sawmill Bike Path	\$200,000
Sawmill Bike Path	\$1,650,000
Sawmill to US 50 and Lake Tahoe Blvd Class 2 Bike Lane	\$40,000
Lake Tahoe Blvd ECP Bike Lane	\$60,000
Sawmill Erosion Control & Bike Trail Project	\$200,000
Sawmill Bike Path	\$ 1,750,000

Sawmill Road to US 50 to Lake Tahoe Blvd Bike Lane	\$40,000
Lake Tahoe Blvd Bike Lane	\$60,000
Lake Tahoe Blvd Bike Trail Project	\$100,000
Apache Ave/US 50 Signalization	\$50,000
Sawmill 2 Bike Trail Project	\$550,240
Lake Tahoe Blvd Erosion Control Project	\$6,000
SR 89 Bike Path	\$43,200
Meyers Corridor Operational Study	\$50,000
Street Sweeper Replacement	\$40,000
TRCD Contribution	\$20,000
Accounting Through 1/24/11	\$5,093,601
DOUGLAS COUNTY	Amount Requested
Transit Service Equipment: 2 Trolleys & 1 Bus	\$134,377
Transit Service Equipment: Three Bus Shelters	\$20,000
BlueGo Transit Service Enhancements	\$69,000
Accounting Through 1/24/11	\$223,377
PLACER COUNTY	Amount Requested
Rural Transit System Grant Program Project Match (TTD)	\$7,000
Alternative Fueling Stations and Storage Facilities	\$97,000
Alternative Fueling Stations and Storage Facilities	\$393,240
Particulate Filter/NOX Reduction Devices for TART Diesel Fleet	\$37,000
Account Through 10/3/11	\$534,240
WASHOE COUNTY	Amount Requested
SR 28 WQIP/Fish Passage & Pedestrian Path	\$135,609
Village Blvd Path	\$207,000
Northwood Path from Tahoe Blvd to Village Blvd	\$105,000
Accounting Through 8/6/10	\$447,609
Total Expenditures and Balances	\$7,694,514
Source: TRPA mitigation fund accounting records and EIP project tracking sheets.	

The current fund balance in each jurisdiction is outlined on Table 3 below.

Table 3						
AQ Mitigation Fund Balance as of February 2, 2012						
	CSLT	Placer	Washoe	Douglas	El Dorado	Total
Principal Balance	\$45,461.19	\$81,541.44	\$193,318.77	\$174,987.90	\$92,467.05	
Interest Balance	\$131,040.90	\$57,330.30	\$227,552.24	\$130,436.48	\$157,631.20	
Total Balance	\$176,502.09	\$138,871.74	\$420,871.01	\$305,424.38	\$250,098.25	\$1,291,767.47
Source: TRPA mitigation fund accounting records.						

Arlo Stockham

From: McMahon, Brandy <BMcMahon@co.douglas.nv.us>
Sent: Thursday, February 02, 2012 3:21 PM
To: Arlo Stockham; Azad, Mahmood; Moss, Mimi; Foltz, Jeff; Stowell, Candace
Cc: Jennifer Merchant; Steve Buelna; Hilary Roverud; Eva Krause
Subject: FW: Attached Image
Attachments: 0185_001.pdf

Hi Arlo,

I am following up with regards to TRPA's proposal to allow up to 50% of Air Quality (AQ) Mitigation Funds to go to high priority air quality projects for the region regardless of the source of the funds. I talked with our Transportation Engineer and we are currently using our AQ Mitigation Funds to help pay for transit services provided by the TTD and have plans to use AQ Mitigation Funds to help pay for Transit Facilities (Bus Shelters). I also talked with the Engineer working on the TMDL on behalf of the County and he said we could use AQ Mitigation Funds, if we do not secure grant funding, to help purchase a street sweeper. Thus, Douglas County is not in support of TRPA's proposal because we need the funds to support existing and future projects.

Thanks,

Brandy

Brandy McMahon, AICP, Senior Planner
Douglas County Community Development Department
1594 Esmeralda Avenue
P.O. Box 218
Minden, NV 89423
(775) 782-6215 (phone)
(775) 782-9007 (fax)
bcmahon@co.douglas.nv.us

From: Foltz, Jeff
Sent: Thursday, February 02, 2012 10:05 AM
To: McMahon, Brandy
Subject: FW: Attached Image

Here's the TTD agreement, minus the attachments.

Also included is a portion of the 5-Year Transportation Plan. Look specifically at transit projects 1 and 3 which specifically identify the use of AQMF. Any of the transit and bike/ped projects at the Lake could potentially use AQMF in my opinion.

Call with any questions.

Douglas County Board of Commissioners

AGENDA ACTION SHEET

1. **Title:** Discussion and possible action to approve a Funding and Service Agreement between Douglas County and the Tahoe Transportation District for transit services in the amount of \$75,000.

2. **Recommended Motion:** Approve the Funding and Service Agreement between Douglas County and the Tahoe Transportation District for transit services in the amount of \$75,000.

3. **Funds Available:** Yes **Amount:** \$75,000
Fund Name: Tahoe-Douglas Transportation District (TDTD) **Account Number:** 236-828-520-603

Fund Name: Air Quality Mitigation Funds **Account Number:** 236-828-520-603

4. **Prepared by:** Jeff Foltz, Senior Engineer

5. **Meeting Date:** December 2, 2010 **Time Required:** 15 minutes

6. **Agenda:** Administrative

7. **Background Information:** Douglas County terminated its contract with South Tahoe Area Transit Authority (STATA) effective October 2, 2010. The Tahoe Transportation District (TTD) has provided for and managed the BlueGo transit services in the South Lake Tahoe and Stateline areas, with connecting services to the Minden, Gardnerville and Carson City areas since October 1, 2010. The attached agreement defines the transit services to be provided by the TTD and the cost participation to be provided by Douglas County from October 1, 2010 through June 30, 2011. The agreement anticipates that half of the cost of the nine (9) month agreement (\$37,500) will be paid from the TDTD fund. The remaining half will be paid from Air Quality Mitigation Funds (AQMF) if the Tahoe Regional Planning Agency (TRPA) allows the funds to be used for that purpose. (The TRPA allows only a portion of the AQMF collected each year to be used for transit operations). If not, then the County's funding commitment is limited to the TDTD funds unless another funding source is available and approved by the County.

8. **Committee/Other Agency Review:** N/A

9. **Reviewed by:**
_____ Department Manager _____ County Manager
_____ District Attorney _____ Other

10. **Commission Action:**
 Approved _____ Approved with Modifications
_____ Denied _____ Deferred
_____ Other

Agenda Item # _____

FUNDING AND SERVICE AGREEMENT

AN AGREEMENT BETWEEN

DOUGLAS COUNTY
FOR AND ON BEHALF OF THE DOUGLAS COUNTY,
TAHOE-DOUGLAS TRANSPORTATION DISTRICT
(COUNTY)

AND

TAHOE TRANSPORTATION DISTRICT
(TTD)

This Funding Agreement ("Agreement"), is by and between Douglas County for and on behalf of the Douglas County, Tahoe-Douglas Transportation District ("County") and the Tahoe Transportation District, ("TTD") (collectively referred to as the "parties").

WHEREAS, NRS 277.100(1) defines a public agency eligible to enter into an interlocal agreement to include counties and agencies of this State or of the United States, and the County and TTD are therefore public agencies under NRS 277.100; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, each of the parties is authorized by the laws of Nevada to perform or undertake numerous governmental functions and responsibilities as separate legal entities; and

WHEREAS TTD is a Special Purpose District created by Article IX of the Tahoe Regional Planning Compact ("Compact"). TTD has broad and exclusive jurisdiction to coordinate and operate a regional transit system within the Lake Tahoe Basin and is eligible to apply for and receive state and federal grants; and

WHEREAS Article IX of the Compact provides that the business of TTD shall be managed by a board of directors consisting of one member of the County Board of Supervisors of each of the counties of El Dorado and Placer, one member of the City Council of the City of South Lake Tahoe, one member each of the Board of County Commissioners of Douglas County and of Washoe County, one member of the Board of Supervisors of Carson City, one member of the South Shore Transportation Management Association, one member of the North Shore Transportation Management Association, one member of each local transportation district in the region that is authorized by the State of Nevada or the State of California, one member appointed by a majority of the other voting directors who represents a public or private transportation system operating in the region, the director of the California Department of Transportation, and the director of the Department of Transportation of the State of Nevada;

WHEREAS Article IX of the Compact provides TTD may, by resolution, establish procedures for the adoption of its budgets, the appropriation of its money and the carrying on of its other financial activities;

WHEREAS Article IX of the Compact provides TTD may in accordance with the adopted transportation plan own and operate a public transportation system to the exclusion of all other publicly owned transportation systems in the region; own and operate support facilities for public and private systems of transportation, including, but not limited to, parking lots, terminals, facilities for maintenance, devices for the collection of revenue and other related equipment; acquire or agree to operate upon mutually agreeable terms any public transportation system or facility within the region; contract with private companies to provide supplementary transportation or provide any of the services needed in operating a system of transportation for the region; fix the rates and charges for transit services provided pursuant to this subdivision; and issue revenue bonds and other evidence of indebtedness and make other financial arrangements appropriate for developing and operating a public transportation system;

WHEREAS TTD, in accordance with Article IX of the Compact, will operate and administer public transportation services for the South Lake Tahoe area; and

WHEREAS the public transportation system will be operated and administered by the TTD Board of Directors.

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until approved by the Douglas County Board of County Commissioners and the Tahoe Transportation District Board of Directors.

2. SERVICES TO BE PERFORMED. The parties agree that the services to be performed are as follows:

TTD will provide for the operation and management of public transportation services on behalf of the County as defined in Exhibit A – Sustainable Service Plan.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 at a cost not to exceed \$100,000 annually, comprised of \$50,000.00 from the Tahoe-Douglas Transportation District Fund (“TDTD”) and \$50,000.00 from the Air Quality Mitigation Fund. The County’s contribution for the first year of this Agreement (a 9 month period) shall be limited to the prorated amount of \$75,000.000, comprised of \$37,500.00 from TDTD funds and \$37,500.00 from the Air Quality Mitigation Fund.

If monies from the Air Quality Mitigation Fund are not available or cannot be authorized for transit use, the County’s funding commitment is limited to the TDTD funds unless another funding source is available and approved by the County. The amount paid by the County will be

used solely for the operation and administration of the public transportation system. Payment of the contribution by the County shall be rendered quarterly in advance of the provision of services for each quarter. TTD shall provide the County with an invoice for the amount due thirty (30) days prior to the commencement of the quarterly period. The beginning of the quarter commences on July 1, October 1, January 1, and March 1 of any given year. The contribution for the first quarterly period must be within 30 days of approval of the agreement by both parties.

If the County fails to provide TTD with the full contribution amount owed by the commencement of the quarter, TTD will mail to the County a written notification that the payment is overdue. If the County fails to make the overdue payment within thirty (30) days from the date of the notification, TTD may terminate this Agreement and discontinue all transportation services provided to the County without any further notification. If revocation occurs, the County shall be liable to TTD for payment for all past services performed by TTD but shall have no duty to contribute from the date of termination of services under this Agreement.

TTD shall be responsible for all expenses incurred while performing services under this Agreement, including without limitation licenses fees, memberships and dues; automobile and other travel expenses; insurance premiums; and all salary, expenses and other compensation paid to TTD's employees or contract personnel TTD hires to perform the services described by this Agreement.

4. Changes to the Sustainable Service Plan.

The County acknowledges that full execution of the Sustainable Service Plan is subject to available funding. As a result, changes to the Sustainable Service Plan may occur. Prior to the implementation of any change, a public hearing and review by the TTD Board will occur. The County shall be notified in writing of all proposed changes in accordance with the open meeting laws of Nevada and California. Further, the County shall be notified in writing of any approved changes thirty (30) days prior to the implementation of said changes.

The Sustainable Service Plan may only be reviewed for changes once each year, unless extenuating circumstances or an emergency requires otherwise. The proposed changes may include a reduction or increase in the amount of funding contributed by the County under this Agreement. Prior to the approval of changes which impact this Agreement, TTD and the County hereby agree to meet to address said changes and, if required and agreed to by the parties, amend the Agreement accordingly.

5. Participation in Governance.

The TTD Board of Directors is the governing body and administering agency of the public transportation system. The County recognizes that the District is governed by a Board of Directors authorized by PL 96-551, and that said Board is the governing body of TTD and is responsible for establishing policies and taking actions necessary and appropriate to operating

the public transportation system. The District Manager and Staff of TTD are responsible for the implementation of the policies and actions approved by the TTD Board of Directors.

6. INSURANCE. County shall not provide any insurance coverage of any kind for TTD or TTD's employee or contracted personnel.

7. TERMINATION OF AGREEMENT. This Agreement shall terminate on June 30, 2011. This Agreement may be revoked without cause by either party provided that a revocation shall not be effective until thirty (30) days after a party has served written notice upon the other party of termination of the Agreement. If this Agreement is terminated, County shall only be obligated to pay for services performed in compliance with this Agreement up and through the date of termination, and such compensation shall be paid in accordance with this Agreement.

8. CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and interpreted according to the laws of the State of Nevada. The parties agree that any dispute or claim regarding this Agreement shall be filed in the Nevada Ninth Judicial District Court. There shall be no presumption for or against the drafter in interpreting or enforcing this Agreement.

9. COMPLIANCE WITH APPLICABLE LAWS. The parties shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this Agreement, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. The parties shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the parties. Consent shall not be reasonably withheld by either party.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of TTD related to this Agreement shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF AGREEMENT MATERIALS. Copies of any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to TTD in the performance of its obligations under this contract shall be remitted and delivered, at TTD's expense, by TTD to the County upon completion, termination or cancellation of this Agreement. Alternatively, if the County provides its written approval to TTD, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to TTD in the performance of its obligations under this contract must be retained by TTD for a minimum of six (6) years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests copies of any or all of the materials, then TTD shall promptly remit and deliver the materials, at TTD's expense, to the County. TTD shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of TTD's obligations under this Agreement without the prior written consent of the County.

13. PUBLIC RECORDS LAW. TTD expressly agrees that all documents ever submitted, filed, or deposited with the County by TTD, unless designated as confidential by a

specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 239 and shall be available for inspection and copying by any person, as defined in NRS ch. 239, or any governmental entity. TTD expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. TTD shall save, hold harmless, and indemnify County, its officers, agents, and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorney's fees and costs, relating to the injury or death of any person or damage to property arising out of, connected with, or sustained as a result of work performed pursuant to this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of TTD, its officer, agents, subcontractors or employees.

15. MODIFICATION OF AGREEMENT. This Agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties and approved by the Douglas County Board of County Commissioners and the Tahoe Transportation District Board of Directors.

16. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given three (3) days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

FOR COUNTY:

DOUGLAS COUNTY
Douglas County Manager
P.O. Box 218
Minden, Nevada 89423
(775) 782-9821
Fax: (775) 782-6255

FOR TTD:

TAHOE TRANSPORTATION DISTRICT
District Manager
PO BOX 499
Zephyr Cove, NV 89448
Phone: (775) 589-5500
FAX: (775) 588-0917

17. INCORPORATED DOCUMENTS. The parties agree that this Agreement incorporates the Sustainable Service Plan attached as Exhibit A.

18. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

19. NO APPROPRIATION OF FUNDS. All payments and services provided under this Agreement are contingent upon the availability of the necessary public funding. In the event that the County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

20. AUTHORITY TO EXECUTE AND IMPLEMENT. Each person who signs this Agreement warrants and represents that he has the legal capacity to enter into this Agreement and if signing in a representative capacity, has the actual authority to bind the principal for which he signs and that his signature has the effect of binding the principal. Each person signing this Agreement hereby certifies that he is authorized by his respective governing body to enter into the terms and conditions set forth herein.

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

Andrew Strain, Chair (date)
Tahoe Transportation District Board of Directors

Michael Olson, Chairman (date)
Douglas County Board of Commissioners

Attest:

Ted Thran, Douglas County Clerk (date)

DOUGLAS COUNTY 5-YEAR TRANSPORTATION PLAN
TRANSIT PROGRAM

ROADWAY LOCATION AND DESCRIPTION OF WORK	ESTIMATED COST	SCHEDULE	PROJECT SOURCE *	COUNTY SHARE	COMMENTS
1. BlueGO service at Lake Tahoe; Fixed route and flex-route services through contract with Tahoe Transportation District (TTD) See TTD agreement for details.	\$75,000 \$100,000 \$100,000 \$100,000 \$100,000	FY 10/11 FY 11/12 FY 12/13 FY 13/14 FY 14/15 FY 15/16	BCC	\$75,000 \$100,000 \$100,000 \$100,000 \$100,000 \$100,000	Year-round service began in 2005. Contract with TTD started October 1, 2010. Funded \$50K from TDTD, and \$50K from AQMF, if AQMF funds are available for that use.
2. Douglas Area Rural Transit (DART); Provides weekday service to the TRE/Holbrook Junction, Minden, Gardnerville & Johnson Lane areas.	\$421,000	ANNUAL	NEEDS	\$171,000	Funding shown in spreadsheet as zero dollars because matching funds are paid from the General Fund, not RTC or TDTD.
3. Transit Facilities; bus shelters on US 50 at Harvey's (westbound), at Horizon (westbound), on Kingsbury Grade at Market Street (eastbound), and at the Kingsbury/Foothill Park-and-Ride.	\$205,000	FY 10/11	KCP TTD	\$0	Will serve BLUEGO and the Triangle Route Transit Service. \$20,000 funding from Air Quality Mitigation Funds. Implementation by TTD.
4. Kingsbury/US50 Transit Center; Construction by developer of multi-purpose facility for visitor center, Chamber of Commerce, meeting room for BCC.	Undetermined	FY 10/11 FY 11/12 FY 12/13 FY 13/14 FY 14/15 FY 15/16	BCC KCP TRPA	\$35,000 \$35,000 \$35,000 \$35,000 \$35,000 \$35,000	Construct in lieu of transit shelter identified by KCP. Lease space from developer. EIP project number 777. See Res. 2008R-071 and 072 and Res. 2009R-021 re: payment
5. Contract with SS/TMA for professional services as an advocate for County objectives in the Tahoe basin.	\$2,500	ANNUAL began in FY 06/07	SS/TMA	\$2,500	Contract approved by BCC March 15, 2007.

* - BCC = Board of County Commissioners; NEEDS = 1998 Transportation Needs Assessment; KCP = Kingsbury Community Plan; TTD = Tahoe Transportation District; TRPA = Tahoe Regional Planning Agency;

DOUGLAS COUNTY 5-YEAR TRANSPORTATION PLAN

TRANSIT PROGRAM (continued)

<u>ROADWAY LOCATION AND DESCRIPTION OF WORK</u>	<u>ESTIMATED COST</u>	<u>SCHEDULE ANNUAL</u>	<u>PROJECT SOURCE *</u>	<u>COUNTY SHARE</u>	<u>COMMENTS</u>
6. Triangle Route Transit Service connecting Minden/Gardnerville to Carson City and Stateline.	Undetermined	ANNUAL	TTD Carson City	Undetermined	This service will replace the Kingsbury Commuter Shuttle that was funded by Ray Sidney up until June of 2010. UNFUNDED
7. Minden/Gardnerville Vanpool Service to the South Shore	\$394,600	Ongoing	TI/ITS	\$394,600	Identified in the Tahoe Interregional/Intraregional Transit Study dated 1/16/06. EIP # 9210 Net cost to County estimated at \$57,800 after collection of fares. UNFUNDED
8. "Park & Ride" Lots; construct near US395 intersection with Stephanie Way, Johnson Lane, Riverview Drive, Muller Lane, Mica Drive, Jacks Valley Road.	Undetermined	2010 - 2015	MP	Undetermined	Requested construction by NDOT. UNFUNDED
9. Acquire V&T right-of-way for future transit service corridor	Undetermined	2010 - 2015	BCC	Undetermined	Direction from Board of Commissioners at 3/2/00 meeting. UNFUNDED
10. US Hwy 50 Casino Core, landscaping, transit and pedestrian improvements. Needed, per SCP, with funding by NDOT and the casinos. (Mid-term per SC)	Undetermined	2010-2018	SCP	\$0	TRPA initiated environmental Studies for the realignment of US50 on the California side in the fall of 2008. The Casino Core improvements will be addressed with the realignment of US50 along Lake Parkway East. Refer to the US 50 Realignment Project FUNDING BY OTHERS.

* - **SS/TMA** = South Shore Transportation Management Association; **TI/ITS** = Tahoe Interregional/Intraregional Transit Study; **MP** = Master Plan; **BCC** = Board of Commissioners; **SCP** = Stateline Community Plan

DOUGLAS COUNTY 5-YEAR TRANSPORTATION PLAN
BIKE AND PEDESTRIAN FACILITIES PROGRAM

<u>ROADWAY LOCATION AND DESCRIPTION OF WORK</u>	<u>ESTIMATED COST</u>	<u>SCHEDULE</u>	<u>PROJECT SOURCE *</u>	<u>COUNTY SHARE</u>	<u>COMMENTS</u>
1. Lake Parkway Sidewalk; construct sidewalk along Lake Parkway East and Lake Parkway West.	\$583,000	FY 10/11	SCP LTRBPMP	\$29,000	Construct with grant funding from NDOT in FY 10/11. The county's match is 5%.
2. ADA Compliance Implementation Plan. Provide ADA-compliant pedestrian facilities, primarily sidewalks and pedestrian ramps.	\$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000	FY 10/11 FY 11/12 FY 12/13 FY 13/14 FY 14/15 FY 15/16	DCPW	\$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000	Annual ongoing program for urban areas with first priority along Safe Routes to Schools. Develop a list and seek grant funding.
3. Stateline Bikeway Demonstration Project; From CA/NV state line on Lake Parkway West along Lake Parkway to US50, then through USFS to US50 near the Roundhill Beach entrance.	Undetermined	FY 10/11 FY 11/12	TTD	Undetermined	TTD is the lead agency. Rest rooms will be constructed at Kahle Drive in summer of 2011. The trail will be constructed in 2012 with Question 1 funding.
4. Stateline to Stateline Bikeway Project; this project will ultimately circumscribe Lake Tahoe.	Undetermined	2013-2020	TTD	Undetermined	TTD is the lead agency. Project will be constructed in phases as funding, etc., becomes available.
5. Widen SR 756 over slough to provide bike and pedestrian crossing.	Undetermined	2012-2015	GARD	Undetermined	Identified by Town of Gardnerville NDOT is not accepting Enhancement applications at this time.

* - SCP = State Line Community Plan; LTRBPMP = Lake Tahoe Regional Bicycle and Pedestrian Master Plan; DCPW = Douglas County Public Works; TTD = Tahoe Transportation District; GARD = Town of Gardnerville;

**DOUGLAS COUNTY 5-YEAR TRANSPORTATION PLAN
BIKE AND PEDESTRIAN FACILITIES PROGRAM (cont'd)**

ROADWAY LOCATION AND DESCRIPTION OF WORK	ESTIMATED COST	SCHEDULE	PROJECT SOURCE *	COUNTY SHARE	COMMENTS
6. SR88/US395 intersection landscaping project. Remove asphalt concrete medians. Install landscaping, irrigation, sidewalk crossing, etc.	Undetermined	2012-2015	DCPW Minden	Undetermined	Town of Minden wants to pursue as a joint project with Douglas County et al. Future roundabout? FUNDED BY OTHERS
7. SR756, from Douglas Avenue to Dresserville Road; On-street trail (bike lanes). Approx. length 10,200 feet.	Undetermined	2012 - 2015	Trails	\$0	Widen existing roadway, stripe and sign for bike lanes. SR756 is maintained by NDOT. Very high priority per the Trails Plan. FUNDED BY OTHERS
8. US 50 from Elks Pt. Rd. to Kahle Dr.; Construct multi-purpose trail.	Undetermined	2012-2015	SS/TMA	\$0	SS/TMA is coordinating with NDOT and the USFS. FUNDED BY OTHERS
9. Kingsbury/Lake Recreational Trail; 3/4 mile of paved multi-use trail along Kahle Dr. to Lake Tahoe (8'-10' wide)	Undetermined	2012-2015	KCP TRPA	Undetermined	Needed, per KCP The USFS is designing this project for construction. EIP Project Number 369. UNFUNDED
10. Casino/Lake Trail; 0.5 miles of multi-use trails from casino core area to lake front beaches and facilities	Undetermined	2012-2015	SCP	Undetermined	Needed, per SCP No construction without grant funding. UNFUNDED

* - **SS/TMA** = South Shore Transportation Management Association; **KCP** = Kingsbury Community Plan; **TRPA** = Tahoe Regional Planning Agency; **SCP** = Stateline Community Plan; **Trails** = Douglas County Trails Plan; **DCCD** = Douglas County Community Development;

DOUGLAS COUNTY 5-YEAR TRANSPORTATION PLAN
BIKE AND PEDESTRIAN FACILITIES PROGRAM

ROADWAY LOCATION AND DESCRIPTION OF WORK	ESTIMATED COST	SCHEDULE	PROJECT SOURCE *	COUNTY SHARE	COMMENTS
11. Casino/Van Sickle Trail; 0.5 miles of multi-use trail from the casino core area to Van Sickle State Park	Undetermined	2012-2015	SCP	Undetermined	Needed, per SCP No construction without grant funding. UNFUNDED
12. Martin Slough Pedestrian/Bike Path;	Undetermined	2012-2015	DCCD	\$0	Nevada Northwest LLC is required to construct along their frontage with Phase 1. FUNDED BY OTHERS
13. County Road, from SR88 to 2 nd Street; On-street trail (bike lanes). Approx. length 5,200 feet	\$8,000	2012-2015	Trails	\$8,000	Stripe and sign existing roadway. Very high priority per the Trails Plan. UNFUNDED.
14. 2 nd Street, from County Road to Wildrose; On-street trail (bike lanes). Approx. length 250 feet	\$1,000	2012-2015	Trails	\$0	Stripe and sign existing roadway. 2 nd Street is maintained by the Town of Minden. Very high Priority per the Trails Plan. FUNDED BY OTHERS
15. Wildrose, from 2 nd Street to Spruce Street; On-street trail (bike lanes) Approx. length 1,400 feet.	\$3,000	2012-2015	Trails	\$0	Stripe and sign existing roadway. Wildrose is maintained by the Towns of Minden & Gardnerville. Very high priority per the Trails Plan. FUNDED BY OTHERS.

* - SCP = State line Community Plan; DCCD = Douglas County Community Development; Trails = Douglas County Comprehensive Trails Plan

WASHOE COUNTY

Department of Public Works

"Dedicated to Excellence in Public Service"



1001 East 9th Street PO Box 11130 Reno, Nevada 89520 Telephone: (775) 328-2040 Fax: (775) 328-3699

February 14, 2012

Local Government Committee
Tahoe Regional Planning Agency
P.O. Box 5310
Stateline, Nevada 89449

Attention: John Hester, Planning Director

Subject: Air Quality Mitigation Funds

Dear Mr. Hester:

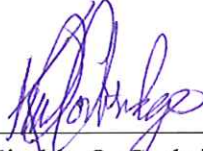
Washoe County would like to express its concern about the possibility of TRPA transferring our Air Quality Mitigation Funds to another jurisdiction for high priority regional projects. These funds were collected from Washoe County property owners for use in Washoe County. The County has carefully managed these funds and has planned for their use.

Washoe County has established a Tahoe Basin pedestrian pavement preservation program funded by our Air Quality Mitigation Funds as shown in the attached request for this year's project. There are several pedestrian paths along the major streets in Incline Village. Many of these paths are in need of improvements to preserve them as a useable transportation facility. Last year we began our pedestrian pavement preservation program, with an asphalt overlay on the Village Boulevard path. This path is used year round and provides access to retail stores and two public schools. The surface of the path had alligator cracking, potholes and uneven vertical surfaces; some of the edges were breaking down reducing the useable path width from 8' to 6'. The surface is now an even 8' wide path and should last 10 or more years. This year's project on Lakeshore Boulevard is a path that sees heavy use during the summer and it is plowed in the winter for year round use.

Washoe County's Air Quality Mitigation Funds were collected in the Incline Village area, providing a nexus between where the fee was charged and the area that will be benefited. The County wants to continue to attract pedestrians to the pedestrian paths by providing even 8' wide facilities. If the pedestrian paths continue to deteriorate, more and more pedestrians may seek a smooth surface by walking in the street, and some pedestrians will be discouraged from walking at all. The County anticipates lower vehicle use by providing pedestrian paths in good condition.

Thank you for your consideration of keeping the Air Quality Mitigation Funds in the jurisdictions in which they are generated.

Sincerely,



Kimble O. Corbridge, P.E., CFM
Acting County Engineer

CL

Enclosures

Cc John Breternitz, Washoe County Commissioner
 Kris Klein, P.E., Washoe County Engineering Division
 Eva Krause, Washoe County Community Development
 Clara Lawson, P.E., Washoe County Engineering Division
 Arlo Stockham, TRPA Regional Planning Coordinator

File name TRPA Air Quality Mitigation Funds

WASHOE COUNTY

Department of Public Works

"Dedicated to Excellence In Public Service"



1001 East 9th Street PO Box 11130 Reno, Nevada 89520 Telephone: (775) 328-2040 Fax: (775) 328-3699

January 31, 2012

Tahoe Regional Planning Agency
P.O. Box 5310
Stateline, Nevada 89449

Attention: Jeanne McNamara, Acting Manager, Implementation Department

Subject: Request Release of \$400,000 Washoe County Air Quality Mitigation Funds for Maintenance of Pedestrian/Bicycle Paths in Incline Village

Dear Ms. McNamara:

Washoe County is requesting the release of \$400,000 of air quality mitigation funds for a capital improvement project designed to extend the life of existing pedestrian/bicycle paths in central Incline Village. These paths were constructed a number of years ago and are in need of improvements in order to remain within acceptable limits. Washoe County used air quality mitigation funds to overlay several pedestrian paths last summer. The project was successful in rehabilitating the paths along Village Boulevard, Mays Boulevard and major portions of Southwood Boulevard, and the County received many positive comments on the 2011 path project from Incline Village residents. The County would like to continue to improve existing paths in Incline Village, and we believe the air quality mitigation fund account balance is sufficient to cover this request.

The County's 2012 Incline Village pedestrian pavement preservation project in the total amount of \$400,000 includes the Lakeshore pedestrian path along the entire length of Lakeshore Boulevard as the first priority. The second priority includes failing areas of the paths on the Recreational Opportunities Plan of the Tahoe Plan Area of the Master Plan, see the attachment. This spring, a field review will be conducted to locate critical areas needing spot improvement. The third priority is sealing existing paths on Tanager Street and portions of the Southwood Boulevard path that were not overlaid with the 2011 project. All three priorities will extend the life of the paths and postpone more expensive measures. A preliminary cost estimate of the 2012 Incline Village Pedestrian pavement preservation project is:

- | | |
|---|-----------|
| 1. Lakeshore Boulevard overlay, SR 28 to SR 28, approx 16,000 feet, | \$380,000 |
| 2. Miscellaneous rehabilitation of Paths on the County Master Plan | \$14,000 |
| 3. Seal paths on Tanager Street and parts of Southwood Boulevard | \$6,000 |

Estimated costs include design, project management, and construction. We request the current balance of the Air Quality Interest account be used, approximately \$224,033 in April 2011, and the remainder to equal the project total of \$400,000 be taken from Air Quality Mitigation, approximately \$175,967 in April 2011.

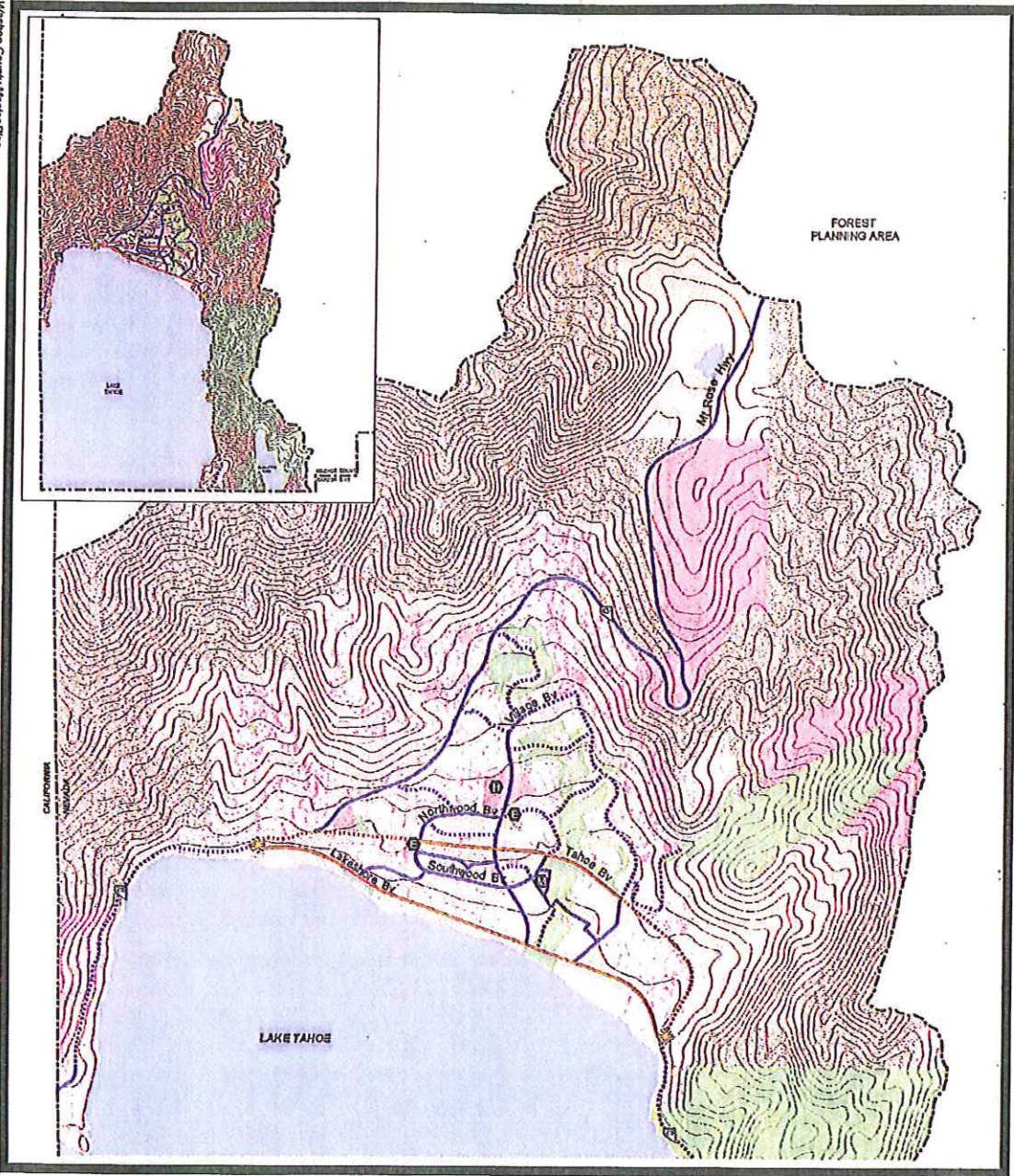
Based on your August 18, 2010 memo to the TRPA Governing Board for our 2011 path project, we believe this request also complies with the TRPA Regional Plan and Code of Ordinances. All existing paths to be improved are shown on the Washoe County Master Plan – Tahoe Recreational Opportunities Plan, and we have added the paths on this plan to TRPA's Draft EIP 5-Year Priority List. Please prepare the necessary agenda item to make a request to the TRPA Governing Board for a release of these funds. If you need additional information to process this request, please contact Clara Lawson at 775-328-3603 or clawson@washoecounty.us. We are available to attend the Governing Board meeting if that would be helpful.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimble O. Corbridge", is written over a horizontal line.

Kimble O. Corbridge, P.E., CFM
Acting County Engineer

Cc Clara Lawson,
Kris Klein, P.E., Senior Engineer
Trish Dyer, Fiscal Compliance Officer
File name 2012 path preservation request



TAHOE RECREATIONAL OPPORTUNITIES PLAN

<ul style="list-style-type: none"> RECREATIONAL AREAS OPEN SPACE, PUBLIC PUBLIC LANDS WATER BODY CONTOUR LINES, 100 FT INTERVAL 	<ul style="list-style-type: none"> TRAIL HEAD SCHOOL (E-Elementary, M-Middle, H-High) TRAIL Bike / Pedestrian, dashed = proposed TRAIL Multipurpose, dashed = proposed <p>Please refer to the adopted Park District Master Plans.</p>
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SOURCE: COMMUNITY SERVICES

WCPD ADOPTION DATE: November 18, 2008
BCG ADOPTION DATE: December 13, 2009

Department of Community Development

WASHOE COUNTY NEVADA

Post Office Box 11130
Reno, Nevada 89520

(775) 325-5600

NOTE: THE SCALE AND COORDINATION OF ALL INFORMATION SHOWN HEREON ARE APPROXIMATE AND SHOULD NOT BE USED AS A BASIS FOR DESIGN OR CONSTRUCTION WORK. REPRODUCTION IS NOT PERMITTED WITHOUT PRIOR WRITTEN PERMISSION FROM THE WASHOE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT.

Scale: 1" = 1,500 Feet

FRIENDS OF LAKE TAHOE
RESOLUTION 1

"WHEREAS BURNING OF ANY KIND DEGRADES
AIR QUALITY IN A BASIN,

BE IT RESOLVED THAT BIOMASS POWER
PLANTS OF MORE THAN 100 KW BE
BANNED IN THE LAKE TAHOE
BASIN."

Attachment D – Existing Ordinance for Biomass Facilities

65.1.6 New Stationary Source Review

Emissions from new stationary sources in the region shall be limited as follows:

A. Environmental Assessment

If the projected emissions from new stationary sources for the peak 24-hour period exceed any of the limits in Table 65.1.6-1, the applicant shall prepare an environmental assessment. Projected emissions for the peak 24-hour period shall be based on the design capacity. At a minimum, the environmental assessment shall determine the net emissions for the peak 24-hour period, the net emissions for a period not less than 90 days, and shall determine any impacts resulting from the net emissions. If the source exceeds the limits for carbon monoxide in Table 65.1.6-1, and the source is located in a TRPA, federal, or state designated non attainment area for carbon monoxide, the environmental assessment shall also include ambient modeling.

TABLE 65.1.6-1: EMISSION LIMITS FOR PEAK 24-HOUR PERIOD

Pollutant	Kilograms	Pounds
Nitrogen oxides	3.0	6.6
Particulate matter less than 10 microns	2.0	4.4
Volatile organic compounds	8.0	17.6
Sulfur dioxide	3.0	6.6
Carbon monoxide	10.0	22.0

B. Significant Environmental Impacts

1. Any new stationary source of air pollution that produces emissions for the peak 24-hour period beyond any of the limits in Table 65.1.6-2 shall be considered to have a significant adverse environmental impact.

TABLE 65.1.6-2: SIGNIFICANT EMISSION LIMIT FOR 24-HOUR PEAK PERIOD

Pollutant	Kilograms	Pounds
Nitrogen oxides	11.0	24.2
Particulate matter less than 10 microns	10.0	22.0
Volatile organic compounds	57.0	125.7
Sulfur dioxide	6.0	13.2
Carbon monoxide	100.0	220.5

2. Determination that a new stationary source has a significant adverse environmental impact may also be based on the environmental assessment prepared pursuant to subparagraph 65.1.6.A. New stationary sources that have a significant adverse environmental impact shall be prohibited.
- C. Offsets Permitted**
- TRPA may require emission offsets as a condition of project approval to bring emissions within acceptable limits if TRPA finds that the proposed source, with offset, meets the criteria specified in subparagraph 65.1.6.B. To accomplish an emissions offset, existing emissions shall be permanently retired to offset the unacceptable emissions from the proposed source.
- D. Best Available Control Technology (BACT)**
- Best Available Control Technology shall be required for all new stationary sources that are required to prepare an Environmental Assessment pursuant to subparagraph 65.1.6.A. At a minimum, required BACT measures shall meet or exceed applicable state or federal requirements.
- E. Exemptions**
- The following activities are exempt from the prohibitions of subparagraph 65.1.6.B:
1. Emergency power generators;
 2. Temporary uses and activities approved under Chapter 22: *Temporary Uses, Structures, and Activities*, unless they would have a significant adverse impact as determined by an environmental assessment; and
 3. Biofuel facilities that meet the following standards:
 - a. The facility shall be designed to reduce the amount of pile burning through diversion of in-basin material to the facility;
 - b. There shall be a net reduction in volatile organic compounds, sulfur dioxide, and carbon monoxide on a per dry ton basis of biofuel as compared to the emissions that would be generated if material were burned in piles, and these pollutants shall meet the emission limits set forth in Table 665.1.6-2, using standard calculation methods;
 - c. The facility shall not accept biofuel that is imported into the region;

- d.** Material for the biofuel facility shall come from the diversion of material intended for pile burning from forest treatment programs, and cumulative demand shall not exceed 19,000 tons per year.
- e.** There shall be a net reduction in nitrogen oxide emissions of greater than 40 percent as compared to the emissions that would be generated if material were burned in pile burning. The emissions calculations shall follow EPA methodologies;
- f.** There shall be a net reduction of 90 percent or greater in emissions of particulate matter less than 10 microns as compared to the emissions that would be generated if material were burned in pile burning. The emissions calculations shall follow EPA methodologies; and
- g.** Emissions generated by dual-fueled systems shall conform to subparagraphs 65.1.6.A through D when operating with fuels other than biofuels.