

City of Carson City
Agenda Report

Item # 5-20

Date Submitted: 9/7/2007

Agenda Date Requested: 9/20/2007

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Public Works Department

Subject Title: Action to adopt Resolution No. _____, a resolution approving and authorizing the Mayor to sign the Cooperative Agreement for Amendment One between the State of Nevada, Department of Buildings and Grounds, Carson City, and Carson Water Subconservancy District, accepting an increase in the contribution from the Carson Water Subconservancy District in the total amount of \$600,000.00.

Staff Summary: Adoption of the Resolution approving this Amendment One will reduce the amount of State bonding for this project and off-set Carson City's monthly service charge paid to the State.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Status Report)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to adopt Resolution No. _____ approving and authorizing the Mayor to sign the Cooperative Agreement for Amendment One between the State of Nevada, Department of Buildings and Grounds, Carson City, and Carson Water Subconservancy District, accepting an increase in the contribution from the Carson Water Subconservancy District in the total amount of \$600,000.00.

Explanation of Recommended Board Action:
See Exhibit C, "Summary of Cost Increases to Marlette Pump/Pipeline Project"

Fiscal Impact: Positive impact in reduction of service charge paid to State.

Funding Source: N/A
Explanation of Impact: N/A
Alternatives: Do not approve.

Supporting Material:
1. Amendment One of Cooperative Agreement (Exhibit A)
2. Original Cooperative Agreement (Exhibit B)
3. Summary of Cost Increases to Marlette Pump/Pipeline Project (Exhibit C)

Prepared By: Ken Arnold, Public Works Operations Manager

Reviewed By: [Signature] for Andrew Burnham Date: _____

Concurrences: Melania [Signature] Date: 9-11-07

[Signature] Date: 9-11-07

[Signature] Date: 9-11-07

Board Action Taken:

Motion: _____

1) _____ Aye/Nay
2) _____

(Vote Recorded By)

RESOLUTION NO. _____

**RESOLUTION ADOPTING AND APPROVING COOPERATIVE
AGREEMENT ADDRESSING FUNDING FOR PRELIMINARY ENGINEERING,
ENVIRONMENTAL STUDIES AND DESIGN OF IMPROVEMENTS TO THE
MARLETTE LAKE WATER SYSTEM, AMENDMENT ONE
BETWEEN
CARSON CITY, STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION,
DIVISION OF BUILDINGS AND GROUNDS, AND CARSON WATER
SUBCONSERVANCY DISTRICT**

WHEREAS, any two or more political subdivisions of the State of Nevada may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.045; and

WHEREAS, NRS 277.045 provides that every such agreement must be by formal resolution or ordinance of the governing body of each political subdivision included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, the parties to the Cooperative Agreement, Amendment One addressing funding for preliminary engineering, environmental studies and design of improvements to the Marlette Lake Water System between Carson City, State of Nevada, Department of Administration, Division of Buildings and Grounds, and Carson Water Subconservancy District desire to adopt and approve such agreement as required by NRS 277.045. A copy of the agreement is attached to this Resolution as Exhibit "A;" and

WHEREAS, all parties to the Cooperative Agreement, Amendment One addressing funding for preliminary engineering, environmental studies and design of improvements to the Marlette Lake Water System between Carson City, State of Nevada, Department of Administration, Division of Buildings and Grounds, and Carson Water Subconservancy District are political subdivisions of the State of Nevada; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of Cooperative Agreement, Amendment One addressing funding for preliminary engineering, environmental studies and design of improvements to the Marlette Lake Water System between Carson City, State of Nevada, Department of Administration, Division of Buildings and Grounds, and Carson Water Subconservancy District are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Cooperative Agreement, Amendment One addressing funding for preliminary engineering, environmental studies and

design of improvements to the Marlette Lake Water System between Carson City, State of Nevada, Department of Administration, Division of Buildings and Grounds, and Carson Water Subconservancy District shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to the State of Nevada, Department of Administration, Division of Buildings and Grounds and Carson Water Subconservancy District.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this _____ day of _____, 2007 by the following vote:

AYES: _____ NAYS: _____

ABSENT: _____ ABSTAIN: _____

Marv Teixeira, Mayor
Carson City, Nevada

ATTEST:

Alan Glover, Clerk
Carson City, Nevada

EXHIBIT A

COOPERATIVE AGREEMENT BETWEEN PUBLIC AGENCIES AMENDMENT ONE

State of Nevada, Department of Administration, Division of Buildings and Grounds/Carson City/Carson Water Subconservancy District

This First Amendment, made this 22nd day of August 2007, which is herewith made, becomes a part of and amendment to that certain Cooperative Agreement dated June 14, 2005 (file # 339447 of the Carson City Recorder's), by and between the State of Nevada, by and through Department of Administration, Buildings and Grounds Division (hereinafter "STATE"), CARSON CITY, Consolidated Municipality (hereinafter "CARSON CITY") and CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada organized under Chapter 541 of the Nevada Revised Statutes (NRS) (hereinafter "DISTRICT"), hereinafter collectively called the ("PARTIES").

WITNESSETH:

WHEREAS, the PARTIES hereby agree to accept the following amendments to the terms and conditions set forth in paragraphs 1, 2 and 13 of the original Cooperative Agreement dated June 14th, 2005.

1. PROJECT DESCRIPTION. The Marlette Lake Pumping Project (hereinafter "Project") is broken into two phases. Phase One of the Project deals with the preliminary engineering study and report, environmental assessment and 100 percent design, in which such design will be mutually agreed upon by all parties for the Project. Phase Two of the Project deals with the construction of the Project.

2. CONTRIBUTION OF PARTIES. The cost of Phase One of the Project is estimated to be approximately Four Hundred-Fifty Thousand Dollars (\$450,000.00). Fifty-five percent (55%) of this cost, or approximately Two Hundred-Forty Seven Thousand Five Hundred Dollars (\$247,500.00), will be paid from the EPA administered Grant by DISTRICT. The remaining forty-five percent (45%) match, or approximately Two Hundred-Two Thousand Five Hundred Dollars (\$202,500.00), is the responsibility of STATE, DISTRICT and CARSON CITY and under the terms and conditions of the subject Grant may be made up from in-kind contributions acceptable to the federal grant administrator or cash proceeds. Approximately Forty-Two Thousand Dollars (\$42,000.00) will be matched through in-kind contributions by all three agencies and approximately One Hundred Sixty Thousand Five Hundred Dollars (\$160,500.00) will be the cash match contributed by CARSON CITY. If any additional cost overages occur in Phase One of the project, such increased cost shall be bourn by the DISTRICT'S EPA Grant proceeds and by CARSON CITY'S cash

match contributions, increased cost apportioned at Fifty-five (55%) and Forty-five (45%) respectively. The additional cost coverage is estimated to be Six Hundred-Twelve Thousand Four Hundred Dollars (\$612,400.00), increasing the total estimated cost from Four Hundred-Fifty Thousand Dollars (\$450,000.00) to One Million Sixty-Two Thousand Four Hundred Dollars (\$1,062,400.00) of which approximately Nine Hundred-One Thousand Nine Hundred Dollars (\$901,900.00) will be funded through DISTRICT'S EPA grant proceeds and One Hundred-Sixty Thousand Five Hundred Dollars (\$160,500.00) will be funded from CARSON CITY'S prepaid cash proceeds. It is acknowledged and agreed One Hundred Sixty Thousand Five Hundred Dollars (\$160,500.00) has already been prepaid by CARSON CITY to DISTRICT.

The cost of Phase Two of the Project is estimated to be approximately Six Million Three Hundred-Nine Thousand Six Hundred Dollars (\$6,309,600.00). DISTRICT will pay approximately Six Hundred Thousand Dollars (\$600,000.00), consisting of approximately One Hundred Thousand Dollars (\$100,000.00) from its EPA administered Grant and Five Hundred Thousand Dollars (\$500,000.00) from its non-grant funds. The remaining estimated cost of Phase Two of the Project of Five Million Seven Hundred-Nine Thousand Six Hundred Dollars (\$5,709,600.00) will be paid by STATE through its Capitol Improvement Funds. The first phase of the construction project has commenced and will be completed by November 2007; the second phase is anticipated to be completed November 2008.

Total estimated cost of Phase One and Phase Two of the Project including design, engineering, environmental assessment, and construction of the Project is estimated to be Seven Million Three Hundred Seventy-Two Thousand Dollars (\$7,372,000.00).

The Parties hereby agree, through out the term of this Agreement, subject to the approval of STATE, any Party to this Agreement may apply a lump sum amount toward construction of the PROJECT in which upon receipt of funds, STATE'S Capital Improvement cost for the Project will be equally off-set. Off-sets will be apportioned toward CARSON CITY'S Monthly Service Charge for sales of raw water under the July 1, 1999 Cooperative Agreement Between Public Agencies, Section 6. SCOPE OF COOPERATIVE ACTION, (a) Sales of Raw Water.

13. OWNERSHIP.

a. Proprietary Information. For the purpose of this agreement, which pertains to both Phase One and Phase Two of the Project set forth in paragraph (1), unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be considered under this Agreement), or any other documents or drawings, prepared or in the course of

preparation by either party in performance of its obligations under this Agreement shall be the joint property of the parties.

b. Marlette Water System. It is expressly understood that this Agreement does not provide any lien holder, ownership interest or any other rights to the Marlette Water System to CARSON CITY or DISTRICT.

COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

Except as set forth herein, the terms and provisions of the Cooperative Agreement dated June 14, 2005, Carson City Recorder File # 339447 shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this Amendment One to the Cooperative Agreement on the day and year first above written.

CARSON CITY

**STATE of NEVADA
DEPARTMENT OF ADMINISTRATION
BUILDINGS & GROUNDS DIVISION**

Marv Teixeira, Mayor

Cindy Edwards, Administrator

ATTEST:

ATTEST:

Alan Glover, Clerk/Recorder

Andrew K. Clinger, Director
Department of Administration

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Carson City District Attorney

Cameron Vandenberg
Deputy Attorney General

**CARSON WATER
SUBCONSERVANCY DISTRICT**

**NEVADA STATE
BOARD OF EXAMINERS**

Robert A. Miltz, Chairman

Andrew K. Clinger, Clerk

ATTEST:

Toni M. Leffler, Secretary to the Board

APPROVED AS TO FORM:

George N. Benesch, CWSD Attorney

EXHIBIT B

COOPERATIVE AGREEMENT BETWEEN PUBLIC AGENCIES

**State of Nevada, Department of Administration, Division of Buildings
and Grounds/Carson City/Carson Water Subconservancy District**

Addressing Funding For Preliminary Engineering, Environmental
Studies and Design of Improvements to the Marlette Lake Water System

THIS AGREEMENT (hereinafter the Agreement) is entered into this 14th day of June, 2005, (the Effective Date), by and between STATE OF NEVADA, by and through Department of Administration, Buildings and Grounds Division (hereinafter "STATE"), CARSON CITY, Consolidated Municipality (hereinafter "CARSON CITY") and CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada organized under Chapter 541 of the Nevada Revised Statutes (NRS) (hereinafter "DISTRICT").

WITNESSETH:

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, STATE owns and otherwise controls the rights to water generated in the Marlette Lake, Hobart Reservoir and east slope drainage areas and appurtenances necessary to collect, convey, store, treat and distribute such water (the "Marlette Water System"); and

WHEREAS, the Marlette Water System is generally relied upon by STATE, CARSON CITY, Virginia City, Gold Hill and Silver City as a source of water for municipal and other beneficial purposes; and

WHEREAS, many of the components of the Marlette Water System are antiquated and the system generally is in need of upgrading to meet current and future needs; and

WHEREAS, one such component of the Marlette Water System is the Marlette Lake Pumping System which historically has been utilized to convey Marlette Lake water to Hobart Reservoir and the east side drainage; and

WHEREAS, DISTRICT, as a legislatively created consortium of Carson River Drainage Counties, is charged with the planning for and the conservation of water resources, and in this capacity has determined that there are potential regional benefits related to upgrading the Marlette Lake Pumping System; and

WHEREAS, DISTRICT, is a recipient of an appropriation from Congress for assistance with the upgrading the Marlette Lake Pumping System in the form of a 55/45% matching Grant administered by Region IX of the United States Environmental Protection Agency ("EPA"); and

WHEREAS, under the terms and conditions of the EPA administered Grant, the 45% match may be through in-kind services or cash funding; and

WHEREAS, CARSON CITY will directly benefit from the upgrading of the Marlette Lake Pumping System, and accordingly is willing to provide the cash match for upgrading the Marlette Lake Pumping System:

NOW, THEREFORE in consideration of the foregoing and other covenants contained herein, the parties mutually agree as follows:

1. PROJECT DESCRIPTION. The Marlette Lake Pumping Project is broken into two phases. Phase One deals with the preliminary engineering study and report, environmental assessment and approximately 90 percent design, in which such design will be mutually agreed upon by all parties for the Marlette Lake Pumping System Project.

Phase Two deals with the completion of the design and construction of the Marlette Lake Pumping System Project. Phase Two of the Marlette Lake Pumping System Project is not within the scope of this Agreement.

2. CONTRIBUTION OF PARTIES. The cost of Phase One is estimated to be approximately Four Hundred-Fifty Thousand Dollars (\$450,000.00). Fifty-five percent (55%) of this cost, or approximately Two Hundred-Forty Seven Thousand Five Hundred Dollars (\$247,500.00), will be paid from the EPA administered Grant by DISTRICT. The remaining forty-five percent (45%) match, or approximately Two Hundred-Two Thousand Five Hundred Dollars (\$202,500.00), is the responsibility of STATE, DISTRICT and CARSON CITY and under the terms and conditions of the subject Grant may be made up from in-kind contributions acceptable to the federal grant administrator or cash proceeds. Approximately Forty-Two Thousand Dollars (\$42,000.00) will be matched through in-kind contributions by all three agencies and approximately One Hundred Sixty Thousand Five Hundred Dollars (\$160,500.00) will be the cash match contributed by CARSON CITY. If any additional cost overages occur in Phase One of the project, such increased cost shall be bourn by the DISTRICT'S EPA Grant proceeds and by CARSON CITY'S cash match contributions, increased cost apportioned at Fifty-five (55%) and Forty-five (45%) respectively. It is acknowledged and agreed that Twenty-Five Thousand Dollars (\$25,000.00) of the One Hundred Sixty Thousand Five Hundred Dollars (\$160,500.00) amount has already been prepaid by CARSON CITY to DISTRICT.

3. MANAGEMENT AND ADMINISTRATIVE DUTIES. DISTRICT shall be responsible for the management and other administrative duties and requirements under the EPA administered Grant. Payment of matching proceeds and

summaries of in-kind services shall be expeditiously provided upon written request to General Manager Edwin James at the Carson City office of DISTRICT.

4. REQUIRED APPROVAL. This Agreement does not become effective unless and until approved by appropriate action of the governing body of each party.

5. TERM. This Agreement shall be effective for a period of five (5) years from the Effective Date or upon completion of the project, whichever comes first, unless sooner terminated as set forth herein.

6. TERMINATION. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Federal Government, the Executive Branch of the State of Nevada, the Nevada State Legislature and/or City funding ability to satisfy this Agreement is withdrawn, substantially limited or impaired.

7. LIMITED LIABILITY. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations should it become necessary in implementing this Agreement.

8. INDEMNIFICATION.

a. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses and expenses, including, but not limited to, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs of the indemnified party's chosen right to participate with legal counsel.

9. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

10. ASSIGNMENT. None of the parties shall assign, transfer or delegate any rights, obligations or duties under this Agreement,

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

12. INSPECTION & AUDIT.

a. Books and records. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books and documents as are necessary to fully disclose to the State or United States Government, or their authorized

representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including, but not limited to, relevant accounting procedures and practices of the party, financial statements and supporting documentations and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit and copying at any office or location where such records may be found, with or without notice, by the State Auditor, Employment Security, the Department of Administration Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State legislative Auditor, and, with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, Carson City Internal Auditor or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum of three (3) years and for five (5) years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

13. OWNERSHIP.

a. Proprietary Information. For the purpose of this agreement which pertains to Phase I of the Project set forth in paragraph (1), unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be considered under this Agreement), or any other

documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Agreement shall be the joint property of the parties.

b. Marlette Water System. It is expressly understood that this Agreement does not provide any lien holder, ownership interest or any other rights to the Marlette Water System to CARSON CITY or DISTRICT.

14. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

15. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth in paragraph (1).

16. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Nevada. If by action of the Nevada State Legislature this Agreement or a portion thereof becomes inconsistent with Nevada law or otherwise becomes unenforceable, the parties agree to renegotiate this Agreement to conform with the law.

17. For notice purposes, the address of each party is as follows:

STATE OF NEVADA
Department of Administration, Division of Buildings and Grounds
406 E. Second Street, Suite #1
Carson City, Nevada 89701
(775) 684-1800

CARSON CITY, CONSOLIDATED MUNICIPALITY
201 North Carson Street, Suite #2
Carson City, Nevada 89701

(775) 887-2100

CARSON WATER SUBCONSERVANCY DISTRICT
777 E. Williams, Suite 110A
Carson City, Nevada 89701

18. PRIOR CONTRACTS. It is understood by all parties that this agreement does not supercede or change any rights or obligations of any prior contract with respect to the Marlette Water System.

19. ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General, Carson City District Attorney, and Carson Water Subconservancy District Attorney.

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

**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
DISTRICT
BUILDINGS AND GROUNDS DIVISION**

CINDY EDWARDS, Administrator

ATTEST:

John P. Comeaux, Director
Department of Administration

**NEVADA STATE
BOARD OF EXAMINERS**

JOHN P. COMEAUX, Clerk

APPROVED AS TO FORM:

Carson City District Attorney

APPROVED AS TO FORM:

JESSE A. WADHAMS
Deputy Attorney General for
Nevada Attorney General

**CARSON WATER
SUBCONSERVANCY**

ROBERT A. MILZ, Chairman

ATTEST:

TONI M. LEFFLER,
Secretary to the Board

CARSON CITY

Carson City Manager

ATTEST:

Carson City Clerk

APPROVED AS TO FORM:

GEORGE N. BENESCH
CWSD Attorney

EXHIBIT C

Summary of Cost Increases to the Marlette Pump/Pipeline Project:

1. Due to the location in the Tahoe Basin and the Nevada Tahoe State Park due diligence in the environmental assessment and TRPA permitting process required the project to go through a number of iterations of the basic design (gas vs. electric, pump configuration at the lake, pipeline alignment, etc.). Each had to be analyzed and evaluated before the final placement and configuration was chosen and approved. Final engineering design and environmental study costs are more than twice what would normally be expected for a project of this size due to the thorough examination of possible alternatives. The final design ended much more complex than was originally conceived with a natural gas powered generator and building out of the TRPA basin driving an electric pump at Marlette with added transformers and underground cabling. (It was originally to be a gravity flow bore hole that turned out to be technically beyond the available technology.)
2. One of the primary cause for cost increases is time passing. The EA/permitting process took about five years, during a period of some of the highest inflation rates for construction materials and costs in recent history (12% to 18% per year for some components).
3. Special considerations for wildlife in the area resulted in several significant construction cost increases in the form of a special blasting consultant to prevent disturbing eagles and mountain beaver, putting the pipeline above ground and on piers in mountain beaver habitat, adding a tee and using old pipe at the discharge end to avoid flooding mountain beaver habitat, and special construction techniques for working in the mountain beaver habitat.
4. After the preliminary permit was completed, a major value engineering effort was done in late 2006 to bring the estimated cost down to something Carson City thought was affordable which cost more engineering and permitting costs but reduced the project estimated cost.
5. An onsite contract inspector for code and environmental best management practices to deal with the special needs of the State Park and Tahoe Regional Planning Agency, Wildlife, Forestry, Corps of Engineers, and Nevada Department of Environmental Protection.

