MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Joseph J. Pomroy, P.E.
Director of Public Works

SUBJECT: Review, discuss, and possibly approve a Memorandum of Understanding with the Nevada Tahoe Conservation District for the continuation of the Rosewood Creek Restoration Project on District Property APN: 127-030-15 (Incline Park)

DATE: July 3, 2019

I. RECOMMENDATION

Staff recommends that the Board of Trustees:

1. Approve a Memorandum of Understanding with the Nevada Tahoe Conservation District for the continuation of the Rosewood Creek Restoration Project on District Property APN: 127-030-15 (Incline Park) Systems.

2. Authorize Staff to execute the Memorandum of Understanding upon review by District Counsel.

II. DISTRICT STRATEGIC PLAN

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 activities.

III. BACKGROUND

The Nevada Tahoe Conservation District (NTCD) is requesting a Memorandum of Understanding with the District for the continuation of the Rosewood Creek Restoration Project. Rosewood Creek extends from the Mountain Golf Course all

the way to its terminus where it flows into Third Creek adjacent to the Aspen Grove playground at Lakeshore Blvd.

The Scope of Work for the restoration will focus on a portion of the creek that is directly downstream from the recently restored area at the corner of Southwood and Tahoe Blvd, near the Skate Park. This phase of restoration will modify the stream using natural materials, biostabilization, and low impact construction methods and will add stormwater treatment through construction of willow debris structures and a microbasin (on NDOT right-of-way).

The restoration component of the project has multiple benefits including the improvement of fish habitat, the reduction of erosion, water quality improvement for Rosewood Creek, Third Creek, and Lake Tahoe. The project will result in a reach of creek that has undergone one mile of restoration improvements targeting at improving fish passage and reducing erosion. The project will eliminate head cuts with biostabilization to create a more stable stream resistant to erosion. The project will create in stream floodplain areas to capture sediment during periods of high flow.

IV. FINANCIAL IMPACT AND BUDGET

All work is funded by a grant received by the NTCD. The District will support the project with minimal staff time to review the project plans and coordinate the site work. District staff has participated in project review and supports the goal of the project. The District is not contributing any funds to the project. NTCD expects to execute the project prior to October 15, 2019. Work will generally be completed by hand crews in and around the stream zone. The work will not affect the skate park, ball fields nor the disc golf course.

V. ALTERNATIVES

No alternatives provided. The District works cooperatively with public agencies and to provide necessary agreements, easements and encroachments to facilitate providing public services and benefit to the community and the environment.

VI. COMMENTS

The District has actively pursued creek restoration projects to improve the environment, restore deteriorating District infrastructure and improve water quality. The District has partnered with the Nevada Tahoe Conservation District for more

than 20-years on similar projects and several community members have served as Board Members facilitating the goals of the Conservation District.

This item has been placed on the consent calendar because it is a routine matter and has no financial impact.

VII. 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.

MEMORANDUM OF UNDERSTANDING
Between
Nevada Tahoe Conservation District
and
Incline Village General Improvement District

ARTICLE I. THE PARTIES

The parties in this Memorandum of Understanding (hereinafter referred to as "MOU") are the Nevada Tahoe Conservation District, located at 400 Dorla Court, Zephyr Cove, Nevada 89448 (hereinafter referred to as "NTCD"), and the Incline Village General Improvement District, located at 893 Southwood Blvd, Incline Village 89451 (hereinafter referred to as "IVGID") and collectively as the Parties.

ARTICLE 2. STATEMENT OF INTENT

The parties mutually recognize that it is in the public interest for NTCD to complete components of the Rosewood Creek Continuation Project on property owned and managed by IVGID. This MOU formalizes the agreement between the parties concerning installation of the project and future maintenance or monitoring of the site.

The Continuation of the Rosewood Creek Restoration Project (Project) will restore a portion of Rosewood Creek between the downstream end of the Rosewood Creek Area A Restoration Project and the upstream end of the Lower Rosewood Creek Restoration Project. The Project also will continue to collect and analyze the water quality monitoring data necessary to establish SEZ restoration projects' contributions to achieving the limits set forth in the Lake Tahoe TMDL.

The restoration will focus on a portion of the creek that is directly downstream from the recently restored Area A and owned by Nevada Department of Transportation (NDOT) and IVGID. This phase of restoration will modify the stream using natural materials, biostabilization, and low impact construction methods and will add stormwater treatment through construction of willow debris structures and a microbasin (on NDOT right-of-way). For a detailed description of the overall project, see Attachment A entitled "90 Percent Plans for Rosewood Creek Continuation Project."

The restoration component of the project has multiple benefits including the improvement of fish habitat, the reduction of erosion, water quality improvement for Rosewood Creek, Third Creek, and Lake Tahoe. The project will result in a reach of creek that has undergone one mile of restoration improvements targeting at improving fish passage and reducing erosion. The project will eliminate head cuts with biostabilization to create a more stable stream resistant to erosion. The project will create in stream floodplain areas to capture sediment during periods of high flow.

The planning area will encompass the IVGID owned skate park and disc golf lands between SR 28 and Incline Way on APN 127-030-15.

ARTICLE 3. TERMS AND CONDITIONS

The parties agree to the following general rules and responsibilities under this MOU:

A. Permission is granted herein by IVGID for the installation of the willow debris structures and associated best management practices for the period between August 15, 2019 and September 15, 2019. See Attachments A and B for details.

B. NTCD will give IVGID 24 hours notice that they are accessing the site for maintenance and repairs.

C. IVGID acknowledges that NTCD will be installing a stream restoration project on IVGID's property. NTCD understands and agrees that it is fully responsible for compliance with the rules and regulations. NTCD agrees to strictly comply with federal, state, and local regulations that in any way relate to hazardous materials. If, as a result of NTCD's occupancy of the premises and its operation hereunder, any such law, ordinance, rule, or regulation is violated, NTCD shall protect, save harmless, defend, and indemnify IVGID from and against any penalties, fines, costs, and expenses including legal fees and court costs incurred by IVGID, caused by, resulting from, or connected with such violations to the extent limited by law.

D. To the extent limited by applicable laws of Nevada, each party assumes any and all risk of personal injury, death, and property damage attributable to the willful or negligent acts or omissions of that party and its officers, employees, and agents.

E. At the end of the term, NTCD will remove all temporary materials and restore the property to its original condition, unless features are intended to be permanent as shown in the 90% plans in Attachment A.

F. NTCD and DRI will conduct water quality monitoring following the installation of the project until September 30, 2022. Equipment already exists on the parcel for this water quality monitoring.

G. Any research or monitoring data from this project will be available to IVGID.

ARTICLE 4. DURATION

This MOU shall be valid for an initial period of 48 months (4 years) from the date of the last signature and may be renewed for additional periods upon mutual written agreement of the parties.

ARTICLE 5. MODIFICATIONS

Mutually agreed upon modifications to this MOU shall be reduced to writing and signed by the authorized agents of both parties.

ARTICLE 6. TERMINATION

This MOU may be terminated by either party, with or without cause, by giving a thirty (30) day written notice to the other party. No damages or cost of any kind will be payable by one party to the other upon termination of this MOU. Other standing contractual agreements between the parties will remain subject to the terms and conditions of those standing agreements.

ARTICLE 7. DISPUTES

Any dispute regarding the interpretation and/or execution of this MOU shall be declared in writing. Both parties agree to negotiate in good faith to resolve such dispute. If resolution cannot be reached within ninety (90) days, this MOU can be terminated without further notice.

ARTICLE 8. NOTICES

The parties give the following contract information for the purpose of giving notice and for any other purpose in terms of and arising from this MOU:

FOR IVGID:

Joe Pomroy, P.E.
Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, NV 89451
Phone: (775) 832-1269
Fax: (775) 832-1331
E-mail: jjp@ivgid.org

FOR NTCD:

Meghan Kelly, P.E.
District Manager
Nevada Tahoe Conservation District
PO Box 915
Zephyr Cove, NV 89448
Phone: (775) 586-1610 x30
Fax: (775) 586-1612
E-mail: mkelly@ntcd.org

ARTICLE 9. ASSIGNMENT

This MOU may not be assigned or otherwise transferred by either party to a third party, in whole or in part, without the prior written approval of the other party.

ARTICLE 10. ENTIRETY

This MOU represents the full and final understanding between the parties and supersedes any and all previous understandings, commitments, and agreements, oral, or written.

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year last specified below.

For INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT:

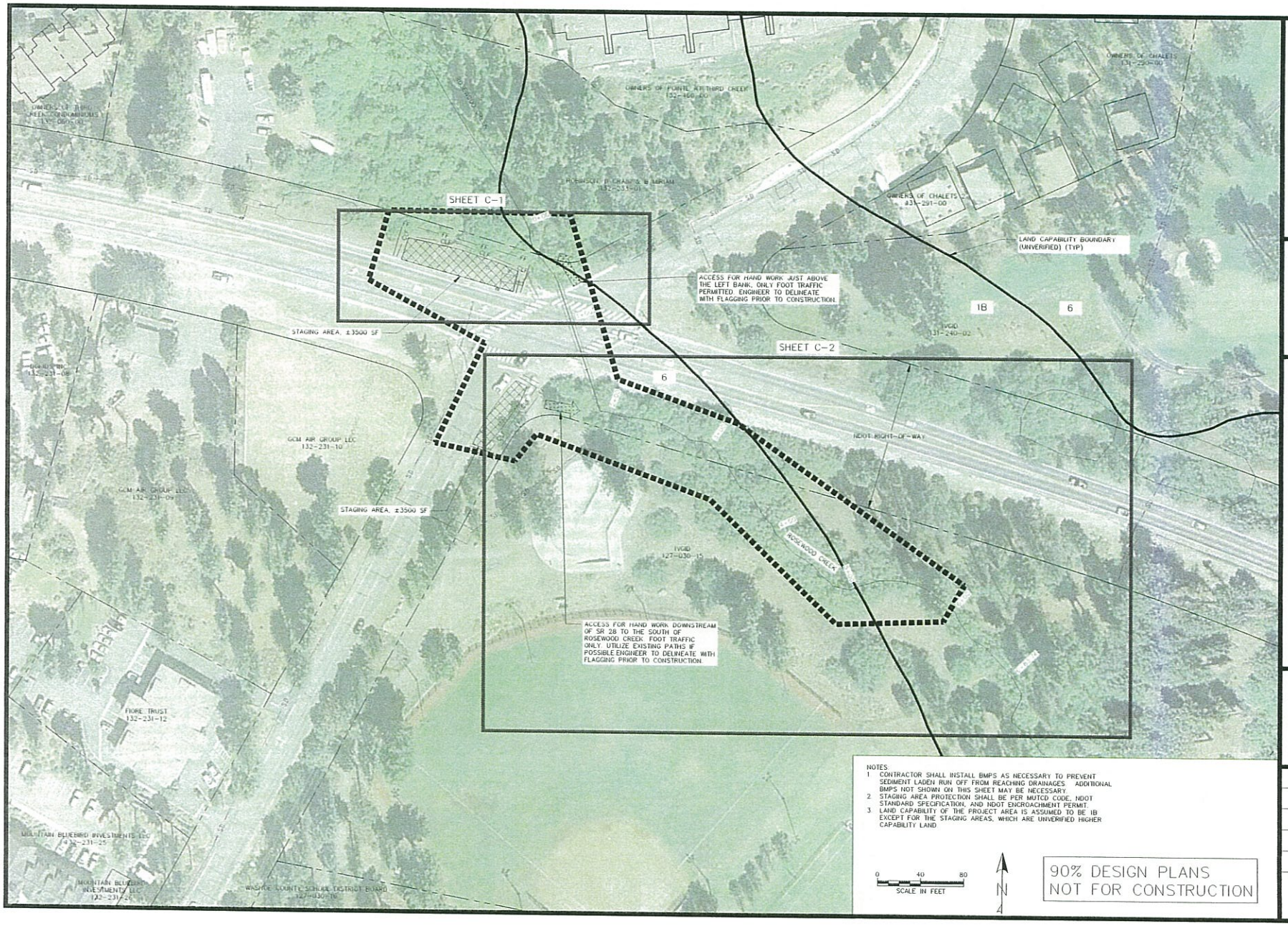
_____
Joseph J. Pomroy, P.E.
Director of Public Works

_____
Date

For NEVADA TAHOE CONSERVATION DISTRICT:

_____
Meghan Kelly, P.E.
District Manager, NTCD

_____
Date



NOTES:
1. CONTRACTOR SHALL INSTALL BMPS AS NECESSARY TO PREVENT SEDIMENT LADEN RUN OFF FROM REACHING DRAINAGES. ADDITIONAL BMPS NOT SHOWN ON THIS SHEET MAY BE NECESSARY.
2. STAGING AREA PROTECTION SHALL BE PER MUTCD CODE, NDOT STANDARD SPECIFICATION, AND NDOT ENCROACHMENT PERMIT.
3. LAND CAPABILITY OF THE PROJECT AREA IS ASSUMED TO BE 1B EXCEPT FOR THE STAGING AREAS, WHICH ARE UNVERIFIED HIGHER CAPABILITY LAND

90% DESIGN PLANS
NOT FOR CONSTRUCTION

Nevada Tahoe Conservation District

OVERVIEW, STAGING, AND STORAGE
ROSEWOOD CREEK
CONTINUATION PROJECT

DESIGNED/DRAWN	MCK/MBG
CHECKED	MCK
DATE	APR 2019
SCALE	AS SHOWN
PROJECT	RWCC
SHEET	iii 3 OF 8

Attachment B: Photos and Details of Willow Debris Structures

Figure 1: Installed Willow Debris Structure at Burke Creek, Stateline, Nevada.

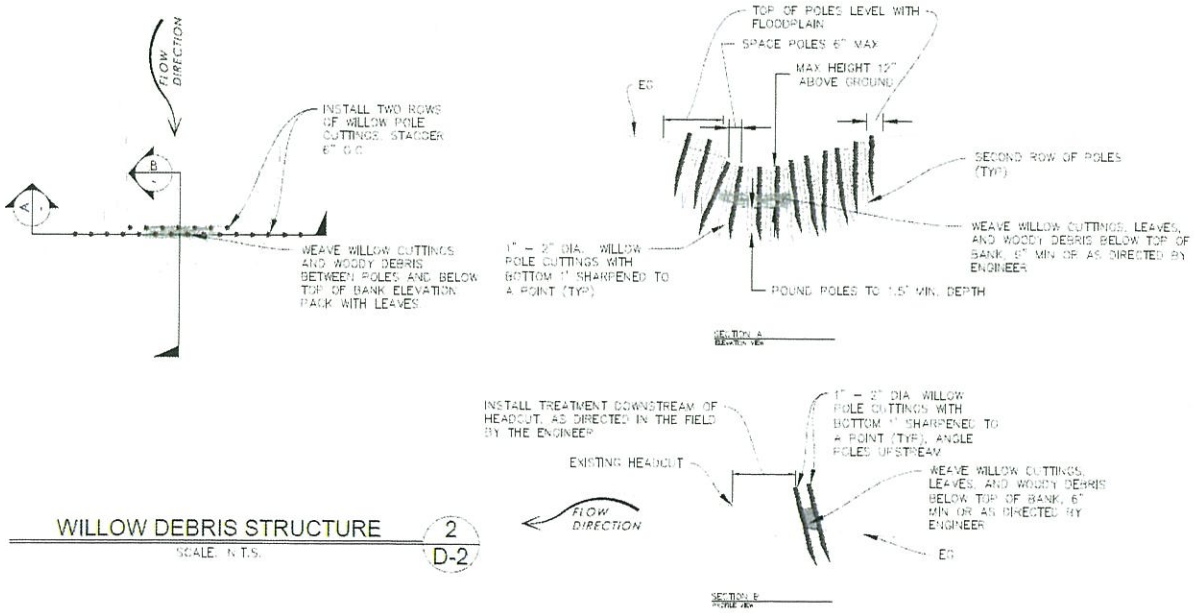


Figure 2: Detail of Willow Debris Structure from 90% Plan Set for the Rosewood Creek Continuation Project.