



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

Board Meeting Agenda

November 19, 2019

10:00 AM (estimated 2 hour duration)

Location: Parasol Building Board Room, 948 Incline Way, Incline Village, Nevada

Call in Information: (605) 313-5107, code 341249#

Agenda Item

1 Call to Order

2 Supervisor Roll Call

3 Pledge of Allegiance

4 Approval of the Agenda

This is the tentative schedule for the meeting. The Board reserves the right to take items in a different order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay the discussion relating to an item on the agenda at any time.

5 Public Interest Comments (No Action)

Possible Changes to Agenda Order and Timing. Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.

Posted: Nevada Tahoe Conservation District Administrative Office, Douglas County Clerk, Washoe County Clerk, NV Division of Conservation Districts.

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to telephone the NTCD Administrative Office at (775) 586-1610 x21 three days prior to the Board meeting. Please contact Dana Olson at PO Box 915, Zephyr Cove, NV 89448; or email dolson@ntcd.org; or phone 775-586-1610 #21 to obtain supporting material for the agenda. Supporting material may also be found at <http://ntcd.org/html/board.php>

CONSENT CALENDAR

The consent calendar consists of items 6 and 7 below. Items appearing on the Consent Calendar are items that can be adopted with one motion unless pulled by a Supervisor or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they are making the request. When items are pulled for discussion, they will be automatically placed at the beginning of the Administrative Agenda or may be continued until another meeting.

Motion to approve the Consent Calendar

Agenda Items

Page #

6 Agency Reports, Discussion/Possible Action

A For Possible Action: Natural Resources Conservation Service (NRCS) report

B For Possible Action: National Association of Conservation Districts (NACD) report

C For Possible Action: Department of Conservation and Natural Resources
Conservation District Program report

D For Possible Action: Nevada Association of Conservation Districts (NvACD)
report

7 Discussion/Possible Action (Business)

A For Possible Action: Approval of the Board of Supervisors meeting minutes for
September 15, 2019.

4

ADMINISTRATIVE CALENDAR

Agenda Items

Page #

8 Consent Calendar items pulled for further discussion

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

9 For Possible Action: Approval of the NTCD financial report for October 2019

7

As of 10/31/19, the District's Fund balance was \$136,209. This represents the District's available spendable resources, or assets less liabilities. September had a surplus of \$1,545.19. The District had project work to keep the staff busy and no major expenditures. This was the fourth month of the fiscal year.

10 For Possible Action: Discussion of staff compensation and pay scale adjustments.

14

Supervisor G. Smith will lead discussion.

11 For Possible Action: Acceptance of \$250k private donation for SEZ restoration at Brautovich Park.

This joint project between Douglas County and NTCD aims to restore a large portion of a historic stream environment zone (SEZ) of Brautovich Park. The project will be funded by a one-time private donation of \$25,000. NTCD will be responsible for developing engineering plans, permits and completion of the SEZ restoration portion of the project.

12 For Possible Action: Staff Report

13 Supervisor's Comments

14 Public Interest Comments

15 For Possible Action: Motion to Adjourn



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Board Meeting Minutes

October 15, 2019
10:00 AM

Location: Tahoe Douglas Fire Station, 193 Elks Point Road, Zephyr Cove, NV

Present: Supervisor G. Smith M. Kelly, District Manager
Supervisor Cook
Supervisor Martin
Supervisor Sarnoff (phone)
Supervisor McCarthy (phone)

Absent: Supervisor Appointee D. Smith
Supervisor Berkbighler
Supervisor Nelson
Supervisor Perlman-Whyman

Agenda Item

1 Call to Order

2 Supervisor Roll Call

3 Pledge of Allegiance

4 Approval of the Agenda

Motion to approve the agenda approved by Supervisor Sarnoff, seconded by Supervisor Cook. Motion carried unanimously.

5 Public Interest Comments (No Action)

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Motion to approve the Consent Calendar removing 6D for discussion presented by Supervisor Martin, Seconded by Supervisor Cook. Carried unanimously.

Agenda Items

Page #

6 Agency Reports, Discussion/Possible Action

A For Possible Action: Natural Resources Conservation Service (NRCS) report

B For Possible Action: National Association of Conservation Districts (NACD) report

C For Possible Action: Department of Conservation and Natural Resources Conservation District Program report

D For Possible Action: Nevada Association of Conservation Districts (NvACD) report

7 Discussion/Possible Action (Business)

A For Possible Action: Approval of the Board of Supervisors meeting minutes for July 16, 2019. 4

B For Possible Action: Contract to Produce Conceptual Plans for Burnt Cedar Beach Erosion Control Project with IVGID for \$10,655 through October 15, 2019. 7
District Manager Kelly signed this agreement under her signing authority.

C For Possible Action: Approval of the NTCD financial report for July 2019 17
As of 7/31/19, the District's Fund balance was \$131,837. This represents the District's available spendable resources, or assets less liabilities. July had a surplus of \$3,083. There were vacations taken by staff increasing the general fund spending, but . The liability Insurance for the year of \$4,625 was paid this month. The District also received \$10,000 of engineering fund from Washoe County in July. This was the first month of the District's fiscal year.

D For Possible Action: Approval of the NTCD financial report for August 2019 23
As of 8/31/19, the District's Fund balance was \$130,704. This represents the District's available spendable resources, or assets less liabilities. August had a deficit of \$1,134. The District had less project work this month and therefore had increased general fund spending. There were not any large expenditures this month. This was the second month of the District's fiscal year.

E For Possible Action: Approval of the NTCD Annual and Final Financial Reports for FY 2019 29
The draft annual report and final financial report were submitted to the State Conservation Commission by September 30th. These need to still be approved by the board to finalize them.

F For Possible Action: Contract Extension of the Nevada Division of Environmental Protection's Washoe County Lake Clarity Crediting Program Implementation Grant. 48
This is an extension of the original grant signed on May 8th, 2018. District Manager Kelly signed this grant under her signing authority.

ADMINISTRATIVE CALENDAR

Agenda Items

Page #

8 Consent Calendar items pulled for further discussion: 6D

Supervisor Martin: NvACD is having its annual meeting next Tuesday and he will be going. There will be an auction and NTCD is donating beer from the Brewer's Cabinet and 4 etched wine glasses from Revive for a total cost to the district of around \$60. The NACD annual meeting is in January in Las Vegas.

9 For Possible Action: Approval of the NTCD financial report for September 2019

50

As of 9/30/19, the District's Fund balance was \$135,255. This represents the District's available spendable resources, or assets less liabilities. September had a surplus of \$4,551. The District had ample project work to keep the staff busy and therefore had reduced general fund spending. The annual renewal of Auto CAD (\$1,631) was paid this month. This was the third month of the fiscal year. District Manager Kelly: We are hoping to stay busy in October and actually for the next year or two. We will be having a large audit expense coming in November. We are looking to get \$25,000 from Douglas County this fall. Supervisor Sarnoff: We have been having some lean and challenging times of the past few years and it appears things are picking up. In my viewing is that all of this comes from the top. Kudos to you and thank you for doing a outstanding job. Supervisor McCarthy: seconds thank you to DM Kelly. Is there any movement with the Washoe County funds? Supervisor Martin: I have been trying to get a hold of Dave Solaro, but have been unsuccessful. Supervisor McCarthy will touch base with Supervisor Perlman-Whyman to find out the status of the funds. Motion to approve the September financials presented by Supervisor Martin, Seconded by Supervisor Cook. Carried unanimously.

10 For Possible Action: Appointing a voting member for the Nevada Association of Conservation District's (NvACD) 2019 Annual Meeting.

The NvACD annual meeting will be held in Winnemucca on October 22nd to 24th. The District needs to appoint a member to vote for this meeting. District Manager Kelly: The board needs to appoint a voting member. Supervisor Cook moves to appoint Supervisor Martin as the voting member of the NvACD annual meeting. Seconded by Supervisor Sarnoff. Carried unanimously.

11 For Possible Action: Board authorizing expenses for Supervisor Doug Martin to attend the NvACD 2019 Annual Meeting.

Supervisor Martin will discuss his needs and desire to attend. Supervisor Martin: Discussed with Asst. District Manager Olson that the District has the funds to support Supervisor Martin's travel, lodging, food and gas to attend the annual meeting of approximately \$500. Motion to approve the Board authorizing expenses for Supervisor Martin's expenses to attend the NvACD annual meeting presented by Supervisor Sarnoff, Seconded by Supervisor Cook. Carried unanimously.

12 For Possible Action: Staff Report

District Manager Kelly: We are very busy right now with the grading season ending today. Exciting new project for Brautovich Park with a private donor for a stream restoration. The Environmental Protection Agency funds of \$150,000 in staff time are finally coming through. Also more work is being done in the Burke Creek Watershed. Plenty of work through the winter. Supervisor Martin: The board should consider a bonus for all the work that District Manager Kelly has done. Supervisor Sarnoff: Meghan has gone above and beyond and would endorse and encourage a bonus. Supervisor Cook: Ditto. Supervisor Smith: Consider a special meeting to put bonus and compensation on the agenda. A special meeting has been tentatively scheduled for Tuesday the 29th at 9am.

13 Supervisor's Comments

Supervisor Cook: Flu shots Friday at Kahle from 10am to 1pm

14 Public Interest Comments

15 For Possible Action: Motion to Adjourn

Motion to adjourn presented by Supervisor Martin, Seconded by Supervisor Cook. Carried unanimously.

		INCOME AND EXPENSE REPORT	GENERAL FUND	GENERAL FUND		Percent of year =	% of Budget
		NV TAHOE CONSERVATION DIST.	October 2019	YTD July 2019 -June 2020	Budget	Variance Favorable (Unfavorable)	33%
	General Fund						
	Community Grants-Income						
	Carson City				3,000.00	(3,000.00)	0%
	Douglas County				25,000.00	(25,000.00)	0%
	NV Division of Conser. District				4,000.00	(4,000.00)	0%
	Washoe County Community Grant			10,000.00	15,000.00	(5,000.00)	67%
	Total Community Grants-Income		0.00	10,000.00	47,000.00	(37,000.00)	21%
	Grants-Income					0.00	
	Administration Fee Income					0.00	
	Personnel Cost Income					0.00	
	Wages Weighted Rate-Grant Income					0.00	
	Grants-Income - Other					0.00	
	Total Grants-Income		0.00	0.00		0.00	
	Income-Pass Thru Subcontractor					0.00	
	Interest					0.00	
	Miscellaneous Income					0.00	
	Prior Year Income					0.00	
	Services Rendered						
	Vehicle Use Income					0.00	
	Wage Reimbursements					0.00	
	Indirect Cost Income-Ge (GL Shows in Expense Category)		11,001.58	44,110.43	140,500.00	(96,389.57)	31%
	TOTAL INCOME		11,001.58	54,110.43	187,500.00	(133,389.57)	29%
	EXPENSES						
	Advertising-Expense		0.00	0.00		0.00	0%
	Building Expense						
	Building Repairs/Maint-Expense		90.00	405.00	1,680.00	1,275.00	24%
	Total Building Expense		90.00	405.00	1,680.00	1,275.00	
	Conference & Training-Expense						
	Food		172.41	172.41		(172.41)	
	Lodging		173.87	173.87		(173.87)	
	Parking					0.00	
	Registration Fees		85.00	85.00		(85.00)	
	Travel/Transportation					0.00	
	Conference & Training-Expense - Other					0.00	
	Total Conference & Training-Expense		431.28	431.28	2,000.00	1,568.72	22%
	Deposit Security					0.00	
	Donation-Expense		60.00	60.00		(60.00)	
	Dues and Subscriptions-Expense						
	Membership/Dues District		101.00	125.00		(125.00)	
	Membership/Dues Staff					0.00	
	Dues and Subscriptions-Expense - Other				1,000.00	1,000.00	
	Total Dues and Subscriptions-Expense		101.00	125.00	1,000.00	875.00	13%
	Equipment-Expense					0.00	

	Computer Hardware & Software	99.99	1,731.01	6,610.00	4,878.99	26%
	Computer Maintenance & Repair			500.00	500.00	0%
	Office Equipment & Furniture				0.00	
	Rental/Leasing Fees Equipment	117.08	512.70	5,000.00	4,487.30	10%
	Repairs & Maintenance Equipment				0.00	
	Telephone System				0.00	
	Equipment-Expense - Other		139.11		(139.11)	
Total Equipment-Expense		217.07	2,382.82	12,110.00	9,727.18	20%
Insurance-Expense					0.00	
	E&O/Prop/ Liability Insurance		4,624.60	5,000.00	375.40	92%
Total Insurance-Expense		0.00	4,624.60	5,000.00	375.40	92%
	Meals - Expense	50.54	50.54		(50.54)	
	Meetings Expense - Other				0.00	
Meetings Expense		50.54	50.54	500.00	500.00	0%
Miscellaneous Expense		0.00	0.01			
Other Expenses				0.00		
Professional Fees-Expense						
	Accounting	8.00	32.00	12,500.00	12,468.00	0%
	Audit				0.00	
	Bank fees	22.82	105.31	600.00	494.69	
	Computer/Software Maintenance					
	Professional Fees-Expense - Other			300.00	300.00	0%
Total Professional Fees-Expense		30.82	137.31	13,400.00	13,262.69	1%
Rents and Leases						
	Office Space Lease	1,250.00	5,000.00	15,000.00	10,000.00	33%
	Storage Rents					
	Rents and Leases-Other		(139.11)		139.11	
Total Rents and Leases		1,250.00	4,860.89	15,000.00	10,139.11	32%
Service Charges			0.00		0.00	0%
Subcontractor Fees-Expense					0.00	
	2nd Nature				0.00	
	Biological by Design				0.00	
	High Sierra Water Lab				0.00	
	Hughes Weed Control				0.00	
	Jacobs, Jack P.E.				0.00	
	Nichols Consulting Engineers				0.00	
	Round Hill GID				0.00	
	Other			0.00	0.00	
Total Subcontractor Fees-Expense		0.00	0.00	0.00	0.00	
Supplies-Expense						
	Office Supplies	7.49	26.75	2,000.00		
	Photocopies					
	Postage and Delivery	37.00	37	1,200.00		
	Publication/Printing					
	Supplies-Expense - Other	46.35	263.01	500.00	236.99	53%
Total Supplies-Expense		90.84	326.76	3,700.00	3,373.24	9%

Telecommunications							
	Internet Fees			150.00	150.00	0%	
	Long Distance				0.00		
	Phone Services			5,000.00	5,000.00	0%	
	Telephone-Expense - Other	236.24	927.41		(927.41)		
Total Telecommunications-Expense		236.24	927.41	5,150.00	4,222.59	18%	
Vehicles-Expense					0.00		
	District Vehicle Use	(560.86)	(1,775.96)	(2,500.00)			
	Fuel-Expense	204.84	677.28	2,000.00	1,322.72	34%	
	License & Maintenance	505.79	505.79	1,500.00	994.21	34%	
	Mileage Reimbursement Expense			100.00			
	Vehicle Fuel Reimbursement Expense						
	Vehicle						
Total Vehicles-Expense		149.77	(592.89)	1,100.00	1,692.89	-54%	
Wages							
	Payroll Clearing Account	1,376.16	588.34				
	Wages - Asst. Dist. Mgr (DO)	4,090.44	20,687.31				
	Wages-ES III (DF)	980.21	9,997.36				
	Professional Engineer (MG)	3,376.72	6,792.26				
	Professional Engineer (MK)	1,024.13	13,436.06				
	Wages - Other	1.48	3.55				
	Uncompensated Absence-Reimb Exp	(4,256.54)	(19,212.42)				
Total Wages		6,592.60	32,292.46	110,000.00	77,707.54	29%	
Wages-Overhead/Fringe					0.00		
	Long Term Disability	156.23	624.92	1,860.00			
	Misc Payroll Expense						
Total Wages-Overhead/Fringe		156.23	624.92	1,860.00	1,235.08	34%	
	Total Wages/Ovrhead	6,748.83	32,917.38	111,860.00	78,942.62	63%	
Revolving Account							
	TOTAL EXPENSES (No Indirect included)	9,456.39	46,656.11	172,500.00	125,843.89	27%	
	NET REVENUE OVER/(UNDER) EXPENSES	1,545.19	7,454.32				
	Fund Balance (total equity)	\$ 136,209					

Nevada Tahoe Conservation District
A/P Aging Summary
As of October 31, 2019

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Dana Olson AP	0.00	15.07	0.00	0.00	0.00	15.07
Desert Research Institute	103.75	0.00	0.00	0.00	0.00	103.75
Design Workshop	0.00	1,132.30	0.00	0.00	0.00	1,132.30
Fellers, Dominique	58.00	30.16	0.00	0.00	0.00	88.16
Great Basin Institute	0.00	0.00	7,422.88	0.00	0.00	7,422.88
Jensen Precast	500.00	4,482.00	0.00	0.00	0.00	4,982.00
Martin, Doug	0.00	431.28	0.00	0.00	0.00	431.28
Monica Grammenos AP	82.71	0.00	0.00	0.00	0.00	82.71
PERS, State of Nevada	7,488.83	0.00	0.00	0.00	0.00	7,488.83
Rain for Rent	332.75	0.00	0.00	0.00	0.00	332.75
RaPID Construction Inc	113,258.36	4,632.87	0.00	0.00	0.00	117,891.23
Revive Tahoe	0.00	60.00	0.00	0.00	0.00	60.00
Titan Construction Supplies, Inc	2,506.46	0.00	0.00	0.00	0.00	2,506.46
USGS	13,252.00	0.00	0.00	0.00	0.00	13,252.00
Village Ace Hardware	0.00	5.59	0.00	0.00	0.00	5.59
Wells Fargo Business Card Kelly	295.63	0.00	0.00	0.00	0.00	295.63
Wells Fargo Business Card Olson	884.04	0.00	0.00	0.00	0.00	884.04
Western Nevada Supply	0.00	835.70	0.00	0.00	0.00	835.70
TOTAL	<u>138,762.53</u>	<u>11,624.97</u>	<u>7,422.88</u>	<u>0.00</u>	<u>0.00</u>	<u>157,810.38</u>

Nevada Tahoe Conservation District

Balance Sheet

As of October 31, 2019

	Oct 31, 19
ASSETS	
Current Assets	
Checking/Savings	
Clearing Account	-0.01
Petty Cash	0.86
Wells Fargo - General 2513204	66,943.19
Total Checking/Savings	66,944.04
Accounts Receivable	
Accounts Receivable	240,202.10
Total Accounts Receivable	240,202.10
Total Current Assets	307,146.14
Other Assets	
Prepaid expenses	1,250.00
Total Other Assets	1,250.00
TOTAL ASSETS	308,396.14
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	157,810.38
Total Accounts Payable	157,810.38
Other Current Liabilities	
Deferred Income-Moody donations	806.91
Deferred Income - Barton Exp Ka	670.00
Deferred Income - Demo garden	192.86
Liab.Uncompensated Absences	12,708.82
Payroll Liabilities	
NV Unemployment Payable	-1.52
Total Payroll Liabilities	-1.52
Total Other Current Liabilities	14,377.07
Total Current Liabilities	172,187.45
Total Liabilities	172,187.45
Equity	
Opening Balance	11,724.59
Prior Earnings	117,029.78
Net Income	7,454.32
Total Equity	136,208.69
TOTAL LIABILITIES & EQUITY	308,396.14

Nevada Tahoe Conservation District
A/R Aging Summary
As of October 31, 2019

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Caltrans Road RAM	1,027.57	0.00	2,599.66	0.00	0.00	3,627.23
Douglas Co AQ Kahle	0.00	0.00	801.99	0.00	0.00	801.99
Douglas Co Kahle	310.78	0.00	793.07	0.00	0.00	1,103.85
Douglas County Assistance	5,392.44	0.00	5,619.40	6,769.04	0.00	17,780.88
IVGID Burnt Cedar	0.00	0.00	196.01	2,546.67	0.00	2,742.68
NDEP 2018 LCCP	3,533.03	0.00	0.00	2,524.58	0.00	6,057.61
NDOT 2018 LCCP	3,808.76	0.00	3,664.78	0.00	0.00	7,473.54
NDOT Assistance	134,815.51	0.00	0.00	0.00	0.00	134,815.51
NDSL RWC	11,558.88	0.00	10,869.19	0.00	0.00	22,428.07
SSTMA Expanded Kahle Vision	0.00	0.00	0.00	675.00	0.00	675.00
TahoeRCD 2019 RSWMP	0.00	0.00	415.17	0.00	0.00	415.17
TRPA SSH	13,355.75	0.00	1,416.29	0.00	9,860.93	24,632.97
USBOR RWC Continuation	648.40	0.00	0.00	0.00	0.00	648.40
Washoe Co 2018 LCCP	0.00	0.00	7,251.58	0.00	0.00	7,251.58
Washoe Co Lower Wood Creek	547.14	0.00	2,673.47	0.00	0.00	3,220.61
Wildscape 2019	0.00	0.00	0.00	0.00	687.23	687.23
Wildscape Bijou Park Creek	517.36	0.00	1,185.06	1,224.14	810.54	3,737.10
ZCES Domes	465.74	0.00	771.37	865.57	0.00	2,102.68
TOTAL	<u>175,981.36</u>	<u>0.00</u>	<u>38,257.04</u>	<u>14,605.00</u>	<u>11,358.70</u>	<u>240,202.10</u>

Nevada Tahoe Conservation District
A/P Aging Summary
As of October 31, 2019

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Dana Olson AP	0.00	15.07	0.00	0.00	0.00	15.07
Desert Research Institute	103.75	0.00	0.00	0.00	0.00	103.75
Design Workshop	0.00	1,132.30	0.00	0.00	0.00	1,132.30
Fellers, Dominique	58.00	30.16	0.00	0.00	0.00	88.16
Great Basin Institute	0.00	0.00	7,422.88	0.00	0.00	7,422.88
Jensen Precast	500.00	4,482.00	0.00	0.00	0.00	4,982.00
Martin, Doug	0.00	431.28	0.00	0.00	0.00	431.28
Monica Grammenos AP	82.71	0.00	0.00	0.00	0.00	82.71
PERS, State of Nevada	7,488.83	0.00	0.00	0.00	0.00	7,488.83
Rain for Rent	332.75	0.00	0.00	0.00	0.00	332.75
RaPID Construction Inc	113,258.36	4,632.87	0.00	0.00	0.00	117,891.23
Revive Tahoe	0.00	60.00	0.00	0.00	0.00	60.00
Titan Construction Supplies, Inc	2,506.46	0.00	0.00	0.00	0.00	2,506.46
USGS	13,252.00	0.00	0.00	0.00	0.00	13,252.00
Village Ace Hardware	0.00	5.59	0.00	0.00	0.00	5.59
Wells Fargo Business Card Kelly	295.63	0.00	0.00	0.00	0.00	295.63
Wells Fargo Business Card Olson	884.04	0.00	0.00	0.00	0.00	884.04
Western Nevada Supply	0.00	835.70	0.00	0.00	0.00	835.70
TOTAL	<u>138,762.53</u>	<u>11,624.97</u>	<u>7,422.88</u>	<u>0.00</u>	<u>0.00</u>	<u>157,810.38</u>



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

AGREEMENT SUMMARY

Brautovich SEZ Restoration and Park Rehabilitation

Contractual Parties:

Nevada Tahoe Conservation District (NTCD); Douglas County, Pray Meadow, LLC

Contract Amount:

Up to \$300,000

Effective Dates:

November 19, 2019-December 31, 2020

Project Summary:

The Brautovich SEZ Restoration and Park Rehabilitation ("Project") is a joint effort between Douglas County and the Nevada Tahoe Conservation District ("NTCD"). The Project will restore a large portion of a County-owned parcel (APN 1319-18-401-003) to historic stream environment zone (SEZ), relocate the existing baseball field and playground to less sensitive lands within the parcel, and upgrade the parking and water quality features to help achieve the Lake Tahoe TMDL.

The Project will be funded by a one-time \$250,000 private donation to NTCD. Pray Meadow, LLC will provide the full funding amount in a one-time payment and NTCD will track expenditures by reporting to Douglas County monthly through an interlocal agreement. Douglas County will also provide in-kind support and up to \$50,000 in cash match to the project for features related to park rehabilitation. Additional funding may be sought by NTCD for water quality features if the Project is determined to cost more than \$300,000.

NTCD will develop engineering plans, permits, and a complete the SEZ restoration portion of the Project with the funding. NTCD will also complete the permits and engineering plans for the park rehabilitation portion of the project and implement these improvements as the budget allows. Construction should occur in late summer/fall of 2020.



**ATTACHMENT A
SCOPE OF WORK
NEVADA TAHOE CONSERVATION DISTRICT
BRAUTOVICH SEZ RESTORATION AND PARK REHABILITATION**

The Brautovich SEZ Restoration and Park Rehabilitation (“Project”) is a joint effort between Douglas County (“County”) and the Nevada Tahoe Conservation District (“NTCD”). The Project will restore a large portion of a County-owned parcel (APN 1319-18-401-003) to historic stream environment zone (SEZ), relocate the existing baseball field and playground to less sensitive lands within the parcel, and upgrade the parking and water quality features to help achieve the Lake Tahoe TMDL.

The Project will be funded by a \$250,000 private donation to NTCD. Douglas County will provide in-kind support and up to \$50,000 in cash match to the project for features related to park rehabilitation. Additional funding may be sought by NTCD for water quality features if the Project is determined to cost more than \$300,000.

Specific tasks required to be performed by NTCD as a part of the Project are:

TASK 1: *Project Management and Administration*

This task encompasses overall project and budget management, managing subcontracts for necessary services, scheduling, coordination with all stakeholders including utilities, GIDs, funders, regulators, and land owners, and conducting meetings at key milestones throughout the project. This task also includes the necessary reporting and invoicing.

Deliverables: 5 Meetings, monthly invoices.

TASK 2: *Design and Permitting:*

This task encompasses permitting, complete design of the Project.

The permitting portion of this task includes identifying and obtaining all permits necessary to construct the project including Nevada Division of Environmental Protection permit(s) and the Tahoe Regional Planning Agency (TRPA) permit.

This task will also produce a conceptual design for SEZ restoration and park improvements and 75 percent and final design plans and specifications for the SEZ restoration and water quality improvement components of the project. If budget allows, final plans will be completed for the full park rehabilitation. A sub-consultant with experience related to park planning may have to be hired by NTCD.

Deliverables:

- Conceptual plans and estimate
- 75 percent design plans and estimate
- Final design plans, specifications, and estimate
- Permits necessary for completion of the SEZ restoration, recreation facilities relocation, and water quality improvements
- (If budget allows) final plans for the park rehabilitation

TASK 3: *Bid Project:*

This task involves NTCD preparing the final bid documents with assistance from the County, advertising the Project for open bid, conducting a pre-bid site walk and bid opening meeting, and selecting a contractor(s) in conjunction with NTCD contractor selection policy.

Deliverables:

- Final Solicitation Documents
- Agreement with a qualified Contractor to construct the Project by October 15, 2020.

TASK 4: *Construct the Project per design plans and specifications:* Through selection of contractor and award of the Project to selected contractor (Task 3), construct the Project per design plans and specifications. This task involves NTCD providing on-site construction inspection to ensure quality and adherence to the plans and regulatory standards throughout the construction process.

Deliverables:

- Constructed Brautovich SEZ Restoration and Park Rehabilitation

TASK 5: *Post-Project Monitoring:* This task involves NTCD and County staff performing visual inspection monitoring to document project success for up to 3 years following completion of construction. Visual monitoring will include photo points, quantification of vegetation success, and documentation of any project inadequacies such as invasive species or erosion. Monitoring will also be used to inform County maintenance practices.

Deliverables:

- Final Report on Project Success

COST BY TASK:

TASK	TOTAL	COUNTY SHARE
1. Project Management	\$3,500	
2. Design and Permitting	\$42,500	\$10,000* (if park rehabilitation work proceeds)
3. Bid Project	\$2,500	
4. Construction	\$200,000	\$40,000* (if park rehabilitation work proceeds)
5. Monitoring	\$1,500	
TOTAL	\$250,000	\$50,000

SCHEDULE:

Deliverable	Due Date	Notes
<i>Task 1 Project Management and Administration</i>		
Coordination	Ongoing	5 meetings, monthly invoices
<i>Task 2 Engineering and Design</i>		
Conceptual Plans	Dec 31, 2019	
75% Plans	Feb 29, 2020	
Final Plans	April 1, 2020	
Final Permits	April 30, 2020	
<i>Task 3 Bid Project</i>		
Advertise Project for Bid	April 30, 2020	Local Douglas County Paper Ad required
Open Bids and Select Contractor	May 21, 2020	
<i>Task 4 Construction</i>		
Constructed Project	October 15, 2020	Construction is expected to take 4 to 6 weeks
As-built Plans and Permit Closeout	December 1, 2020	



DIRECTOR: Scott Morgan

▲ Parks
1319 Waterloo Lane
Gardnerville, NV 89410
(775) 782-9835
FAX: (775) 782-5799

▲ Recreation/Douglas County
Community & Senior Center
1329 Waterloo Lane
Gardnerville, NV 89410
(775) 782-5500 EXT: 1
FAX: (775) 782-9844

▲ Lake Tahoe
Kahle Community Center
236 Kingsbury Grade
Stateline, NV 89449
(775) 586-7271
FAX: (775) 586-7273

MAIL: P.O. Box 218, Minden, NV 89423

November 8, 2019

Julie Roll, Senior Planner
Tahoe Regional Planning Agency
Post Office Box 5310
Stateline, NV 89449

**RE: Private Donation for SEZ Restoration and Park Rehabilitation at Brautovich Park
APN 1319-18-401-003**

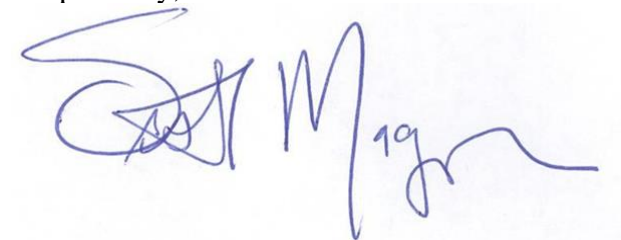
Dear Ms. Roll,

The Douglas County Community Services Department (County) is pleased to work with the Nevada Tahoe Conservation District (NTCD) and support the privately funded project for Stream Environment Zone (SEZ) Restoration and Park Rehabilitation at Brautovich Park. The County understands that Pray Meadow, LLC has agreed to donate \$250,000 to the Nevada Tahoe Conservation District to plan and implement this project in collaboration with Douglas County. The County has rehabilitation of Brautovich Park in their 2019/2020 CIP Plan and has been assessing how to fund the rehabilitation of the park understanding that a large portion of the parcel is occupied by SEZ. The County supports the relocation of the baseball field to restore the SEZ as well as the larger overall project to upgrade parking and water quality features to bring the parcel into BMP compliance and help meet the Lake Tahoe TMDL.

The County is committed to working with NTCD by supporting this project and recommending a interlocal agreement in order to see the project through to implementation. Douglas County has budgeted \$50,000 for this facility and can be used as match when the interlocal agreement is approved. The County will work with NTCD through an interlocal agreement that spells out the expectations for both the parcel-owner (County) and the project proponent (NTCD). The County supports the implementation of this project during the late summer and fall of 2020. The County understands that the restoration of the SEZ is the priority for the private funding and will phase the project as necessary to complete the park improvements. The vision for the parcel that coincides with the County's site master plan is a restored SEZ, paved parking and water quality features, a smaller turf playfield, a fenced in dog park area, and a newer small playground.

Douglas County is grateful for this opportunity to improve Brautovich Park for the local community. Please contact us if you have any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Scott Morgan', with a stylized flourish at the end.

Scott Morgan
Douglas County Community Services Director

cc: Jennifer Davidson, Assistant County Manager
Tom Dallaire, Community Development Director
Courtney Walker, StormWater Program Manager
Meghan Kelly, NTCD



04/21 PO Box 915
400 Dorla Court
Zephyr Cove, NV 89448
Phone (775) 586-1610
Fax (775) 586-1612
www.ntcd.org

November 8, 2019

Julie Roll, Senior Planner
Tahoe Regional Planning Agency
Post Office Box 5310
Stateline, NV 89449

**RE: Private Donation for SEZ Restoration at Brautovich Park from Pray Meadow, LLC
for man-modified challenge at 2153 Pray Meadow Road, Glenbrook, NV**

Dear Ms. Roll,

I am writing this letter as a follow up to a previous letter dated August 21, 2019 about the potential for the Nevada Tahoe Conservation District (NTCD) to utilize private funding for planning and implementation of stream environment zone (SEZ) restoration projects. Since that correspondence, NTCD, Douglas County, and representatives of Pray Meadow, LLC have identified a desirable project at Brautovich Park that will result in the restoration of at least 0.46 acres in the Edgewood Creek Watershed on the Nevada-side of Lake Tahoe. Pray Meadow, LLC has agreed to donate \$250,000 to the Nevada Tahoe Conservation District to plan and implement this project in collaboration with Douglas County.

The project is located at Brautovich Park on a parcel entirely owned by Douglas County (APN: 1319-18-401-003). The proposed project would relocate a baseball field and playground from an SEZ, remove historic fill to restore the original grade of the SEZ, and coordinate with the County to implement other features as funding allows such as stormwater treatment, paved parking, and recreation facilities per the County site master plan. On the parcel, over 0.65 acres of mapped SEZ is currently occupied by a baseball field created by fill placed in late 1970s. The project will restore the non-functioning SEZ into a fully functioning SEZ to realize benefits such as improved water quality, wildlife habitat, riparian buffering, and climate resilience. The reconfiguration of the site will also incorporate improved stormwater treatment and erosion control and recreation assets for the neighborhood and greater community.

Douglas County is excited about and supportive of the project and has budgeted \$50,000 in match over the next year as well as full cooperation. NTCD will be entering an interlocal agreement with Douglas County to outline the Project's goals, objectives, and schedule as well as NTCD's scope of work. NTCD plans to design the bulk of the restoration with our own staff and work with contractors as needed. The goal is to implement, at minimum, the restoration portion and partial relocation the project in the late summer and fall of 2020. Dependent on funding, the phased recreation and water quality improvements may be completed the following year.

In order to receive a private donation of \$250,000, NTCD's Board of Supervisors must approve acceptance of funding for SEZ restoration at Brautovich Park during their November 19, 2019 board meeting. After Board approval, NTCD can accept a check for \$250,000 from Pray Meadow, LLC and issue a receipt and enter into a interlocal agreement with Douglas County. Once approval has been obtained from the NTCD board and the \$250,000 donation is received, NTCD will provide a receipt to the client and a copy to TRPA. Project expenses will be tracked monthly by NTCD and can be provided in either monthly or quarterly reports to TRPA, Douglas County, and the client.

NTCD is grateful for this opportunity to restore another SEZ in the Lake Tahoe Basin and looks forward to working with all the project partners throughout planning and implementation.

Respectfully,

A handwritten signature in blue ink, appearing to read "Meghan C. Kelly".

Meghan Kelly, P.E.
District Manager
(775) 586-1610 x 30
mkelly@ntcd.org

cc: Sloan Gordon, Phil Scoles



INTERLOCAL CONTRACT

BETWEEN

DOUGLAS COUNTY, NEVADA

AND

THE NEVADA TAHOE CONSERVATION DISTRICT

This Interlocal Contract ("Contract") is made by and between Douglas County (the "County"), a political subdivision of the State of Nevada, and the Nevada Tahoe Conservation District (the "NTCD"), a political subdivision of the State of Nevada and organized under the provisions of N.R.S. Chapter 548. The County and the NTCD are sometimes collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the parties are public agencies pursuant to N.R.S. 277.100 and N.R.S. 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 party is authorized by the laws of the State of Nevada to perform or undertake governmental functions and responsibilities as separate legal entities; and

WHEREAS, the County and the NTCD will be able to provide more effective and efficient services by entering into the Contract.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **EFFECTIVE DATE OF CONTRACT AND TERM.** The term of the Contract shall commence upon approval of the Contract by the governing boards of both parties and will expire 31st December, 2021, unless terminated in accordance with Paragraph 4 of the Contract.
2. **Services Provided.** The services to be provided by NTCD include project management, design, engineering, permitting, and construction oversight for the Brautovich SEZ Restoration and Park Rehabilitation. The services to be provided by the County include communication and responsiveness, access to parcel (APN: 1319-18-401-003), and support of the Project, as necessary. The services are described in detail in Attachment A, Scope of Work, which is attached to this contract and made a part thereof. Ms. Meghan Kelly will serve as the Project Manager for the NTCD.
3. **PAYMENT FOR SERVICES.** The payment for services will be provided by a private donation not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000). Douglas County will provide some financial or in kind match to be determined at a later date not to exceed Fifty Thousand Dollars (\$50,000). The budget is further detailed in Attachment “A” Scope of Work.
4. **TERMINATION OF CONTRACT.** Either party may revoke the Contract without cause, provided only that a revocation shall not be effective until 30 days after the terminating party has served written notice upon the other party. The notice of termination may provide for the termination of all or only some of the services provided by NTCD to the County. All monies due and owing up to the point of termination shall be paid by Douglas County.
5. **CONFORMITY WITH COUNTY POLICIES.** The NTCD is entering into a contract with Douglas County’s County Community Services Department (“Community Services”) and will comply with the requirements of Community Services.
6. **CONSTRUCTION OF CONTRACT.** The Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding the Contract shall be resolved by binding arbitration, with an arbiter to be selected from a list of senior judges maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share of the expenses charged by the senior judge and any other related court fees. Each party is responsible for their own attorney’s fees and costs. There shall be no presumption for or against the drafter in interpreting or enforcing the Contract.
7. **COMPLIANCE WITH APPLICABLE LAWS.** NTCD 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 the Contract.
8. **INDEMNIFICATION.** Each party agrees to indemnify and hold the other Party harmless to the fullest extent allowed by law, including, but not limited to, any duties or limitations imposed by the provisions of Nevada Revised Statutes Chapter 41, from and against any liability relating to or arising from the performance of the Contract proximately caused by any act or omission of its own officers, agents, or employees, including attorney’s fees and costs incurred. Such obligation must not be construed to negate, abridge, or otherwise reduce any other

right or obligation of indemnity that would otherwise exist as to any Party. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's notice of an actual or pending claim or cause of action. The indemnifying Party will not be liable to hold harmless the indemnified Party if the indemnified Party elects to participate in any litigation or arbitration with legal counsel of its own choice.

9. **SEVERABILITY.** The illegality or invalidity of any provision or portion of the Contract shall not affect the validity of the remainder of the contract.
10. **NON-APPROPRIATION OF FUNDS.** All payments and services provided under the Contract are contingent upon the availability of the necessary funding. In the event that Douglas County or NTCD does not receive the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate without any further obligation by either Party.
11. **ASSIGNMENT.** The Parties will neither assign, transfer nor delegate any of the rights, obligations or duties conferred pursuant to the terms of the Contract except in a writing signed by both Parties. The Contract will be binding upon and inure to the benefit of the Parties' respective successors and assigns.
12. **ENTIRE CONTRACT.** The Contract constitutes the full and final understanding, agreement and binding contract between the parties and shall not be modified except in writing and signed by both parties.
13. **NO THIRD PARTY BENEFICIARIES.** Nothing contained in the Contract is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against the Parties arising from, or related to, the Contract.
14. **NOTICE.** All written notices under the Contract shall be mailed or hand delivered to the following officials at the addresses stated below:

County Manager
Douglas County, State of Nevada
Post Office Box 218
Minden, Nevada 89423

District Manager
Nevada Tahoe Conservation District
P.O. Box 915
Zephyr Cove, NV 89448

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Contract between Douglas County and the Nevada Tahoe Conservation District to be executed.

On behalf of and with authority to sign for
Douglas County:

On behalf of and with authority to sign for
Nevada Tahoe Conservation District:

By: _____
Barry Penzel, Chairman (Date)

By: _____
Glen Smith, Chair (Date)

Attest:

Kathy Lewis
Douglas County Clerk