

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Sara Schmitz  
Board of Trustees

**SUBJECT:** Review, Discuss and Possibly Approve the Proposed Veterans Memorial Design and Location and authorizes staff to formulate costs related to the installation of the memorial.

**DATE:** June 18, 2024

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**I. RECOMMENDATION**

1. The Board moves to accept the proposed Veterans Memorial Design.
2. The Board moves to accept the proposed location for the Veterans Memorial.
3. The Board directs staff and legal counsel to formulate District staff time and related cost estimates for moving the project forward.

**II. BACKGROUND**

A large percentage of America’s towns and cities have some form of memorial to Veterans and/or wars. These memorials are typically located within a town square or village green, while many are located near government buildings or the government center. The memorials are intended to bring a sense of community and shared remembrance and appreciation for those who sacrificed in service to their country or for those who lost their lives in this service. As a result, these memorials become a community gathering point during National Holidays and ceremonies. There currently is no memorial site in Incline Village.

The recommendation for the placement of the Veterans Memorial is at the northern end of the Village Green, along Incline Way and across the street from the Recreation Center. As the memorial is intended to be a gathering place for events and ceremonies, it is important that it placed in a space that is level, with walkable surfaces to accommodate a number of people of various ages and abilities who would be attending. From a staff perspective, the proposed space is appropriate as it meets the requirements of a gathering place and will also become a focal point for the Village Green area.

With Board approval of the design and location, staff will work on an agreement between the District and Michael Gross and/or ITF to finalize the details for the project to move forward.

Michael Gross will be in attendance at the Board meeting to discuss the proposal and donation and to answer questions.

**III. FINANCIAL IMPACT AND BUDGET**

To be determined and brought back to the board.

**IV. ALTERNATIVES**

1. Alter the memorial design.
2. Alter the location of the memorial.
3. Take no action.

**V. ATTACHMENTS**

1. Project Power Point
2. Project narrative
3. Parcel overview: APN: 127-010-07
4. TRPA Findings
5. MOU between Incline Tahoe Foundation and Incline Village General Improvement District

Proposed  
War Memorial  
For Incline Village

Michael Gross

775-548-6008

mdgross5@aol.com

# Proposed War Memorial

## Objectives for Today's Briefing:

- Need for A War Memorial in Incline Village
- Proposed Memorial Site
- Review The Proposed Monument Design & Inscription
- Hear The "Voice" Of Our Community (i.e., Veterans, etc)
  - Questions
  - Feedback
  - Design Evaluation

# Benefit to Our Incline Village Community

## **Background:**

- A large percentage of America's towns & cities have some form of a War Memorial.
- Each bring a greater sense of community and a shared remembrance of those who sacrificed their lives for our country.
- Incline Village is decentralized, there is no formal town center.
- There is no Memorial site in Incline Village.

## **Benefits:**

- The Monument will bring a greater focus to the Village Green.
- It will become a community gathering point during National Holidays (Memorial Day, July 4<sup>th</sup>, Veterans Day), Flag Retirement, local parades, and other Public Service events.
- The Monument will be an easily recognizable Incline Village landmark and a focal-point of community pride.
- It helps to provide a greater sense of "village" in Incline Village.

# Current War Memorial “Proponents”

## **Team:**

- Team Lead – Michael Gross ([Mdgross5@aol.com](mailto:Mdgross5@aol.com); 775-548-6008)
- James Clark
- Richard Mehl
- Lettie Miller
- Jeffry Poindexter

## **Proponents:**

- Military Officers Association of America – James Clark
- Veteran’s Club – Damian Smith
- Village Realtor’s Association– Denise Bremer
- Chase Rauchle PTST NOW – Julie and Craig Rauchle
- Rotary Club (AM) – Mike McCallum
- Rotary Club (PM) – Pam Murphy
- Tahoe Business Exchange – Jeff Poindexter

## **Philanthropic Partnerships:**

- Parasol Tahoe Community Foundation – Claudia Anderson
- Incline-Tahoe Foundation – Delores Holets
- Incline Village Crystal Bay Community & Business Association – Linda Offerdahl

# Recommended Location (North End of Village Green along Incline Way)



# Recommended War Memorial Location

The Best Identified Site Location Is At The Norther End Of The Village Green, Along Incline Way:

**Access** – Readily accessible by non-IV residents, with stairs/walkway for color guard & handicap

- There are two 5 foot wide (2.5 foot high) stairways at each side of the retaining wall
- Gravel walkways at the tree-line borders running along the length of the Village Green,
- The ground from the street is a gentle grassy slope, with easy roadside access to the site.

**Visibility** –

- The Monument's proposed location is approximately 30 feet off the south side of Incline Way.
- It is large (10 feet high) and can be readily seen from the Road. (Also South facing)
- The proposed location is also along the July 4<sup>th</sup> holiday parade route and a destination point.

**Parking** – Sufficient and closely located Parking Area.

- Parking at the Tennis/Recreation Center and Aspen Grove parking lots (each end of the Green).

**Public Address** – Raised platform above viewing audience.

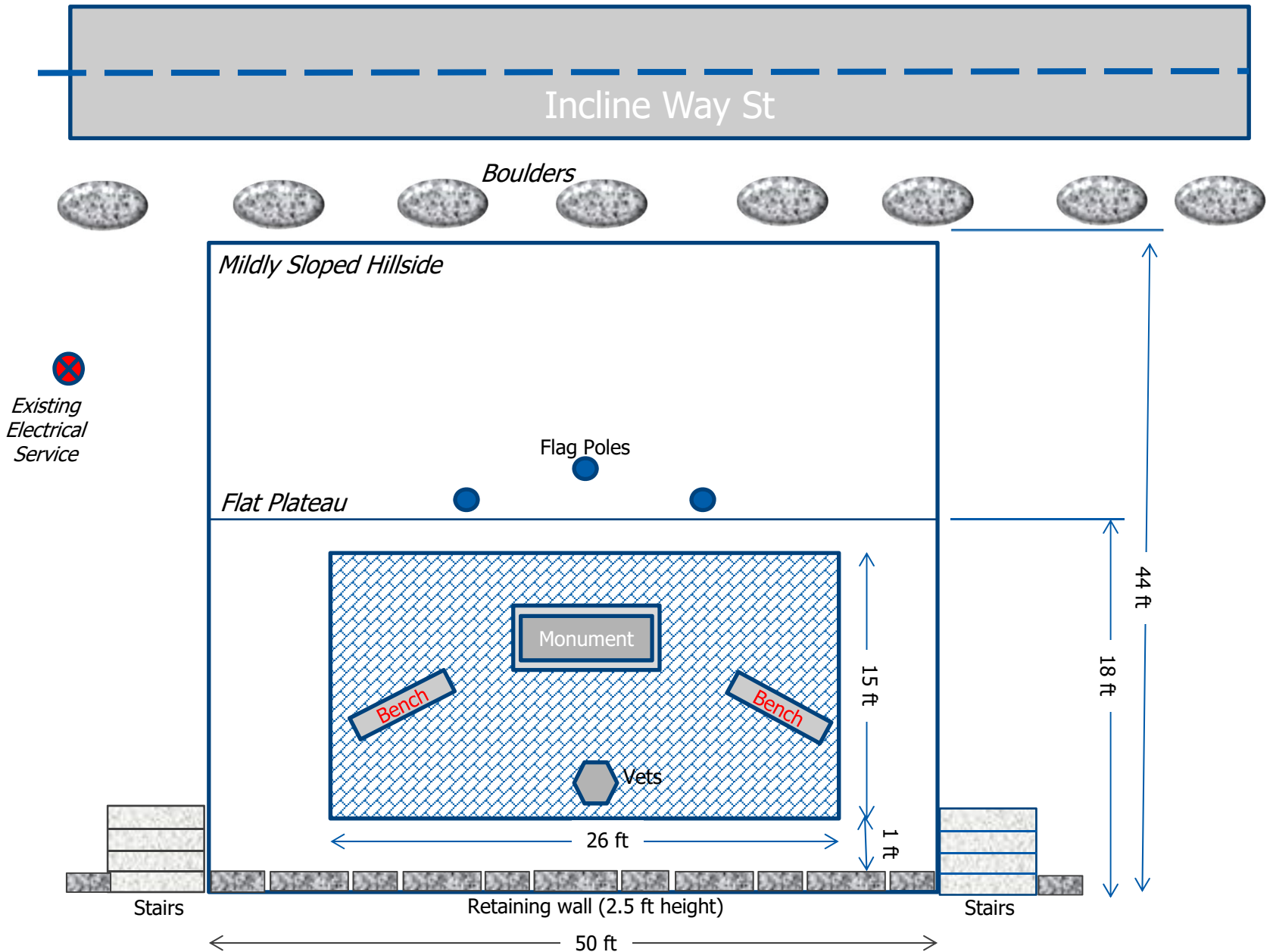
- Supports large audience size
- Provides an excellent location to hold a memorial ceremony, a color guard, or speakers.

**Utilities** – Electrical Service nearby.

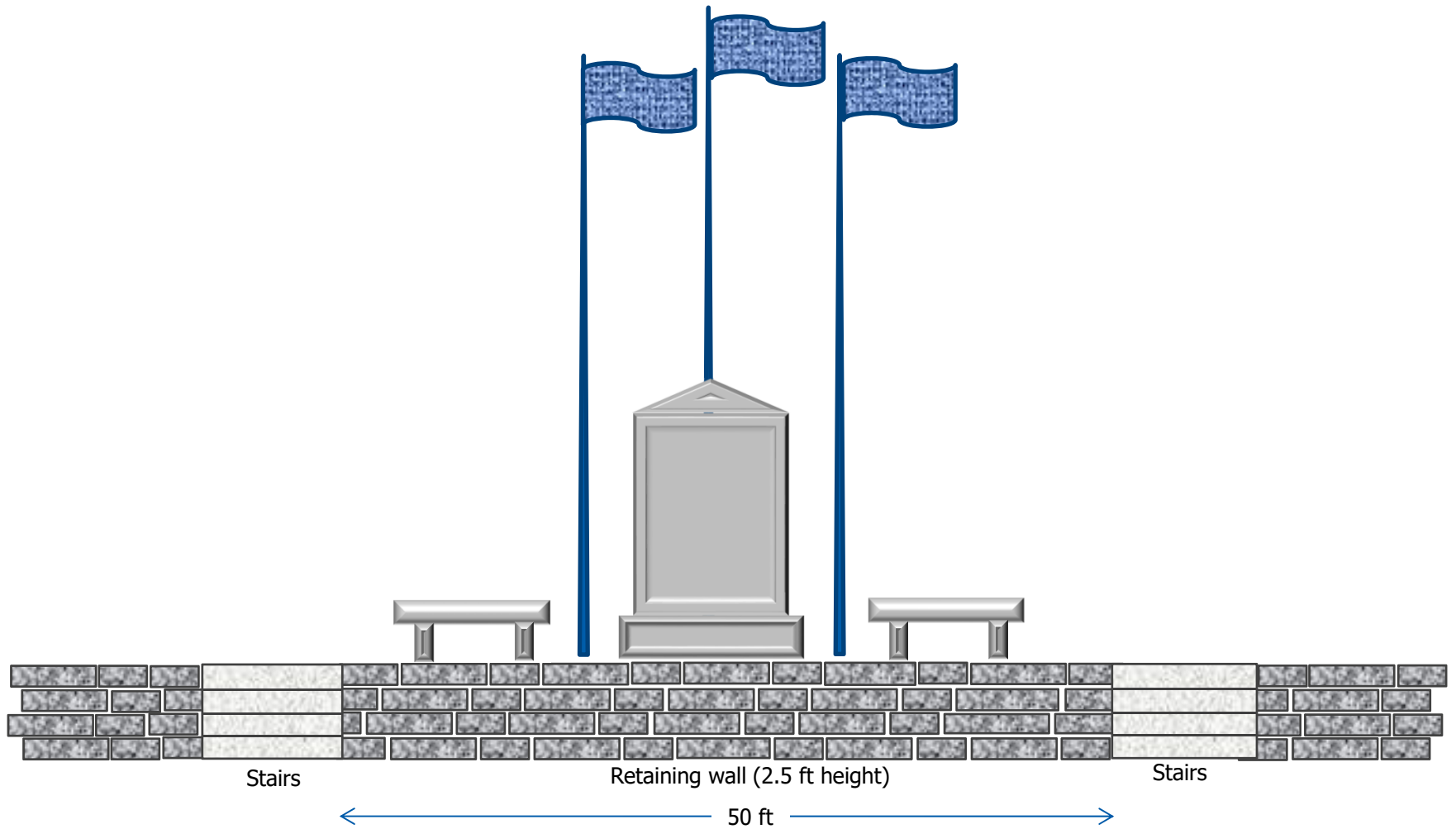
- There is an existing IVGID Parks & Recreation electrical subpanel (metered) 50 feet away.
- It could be assessed to provide electrical power for public address equipment, lighting, etc.

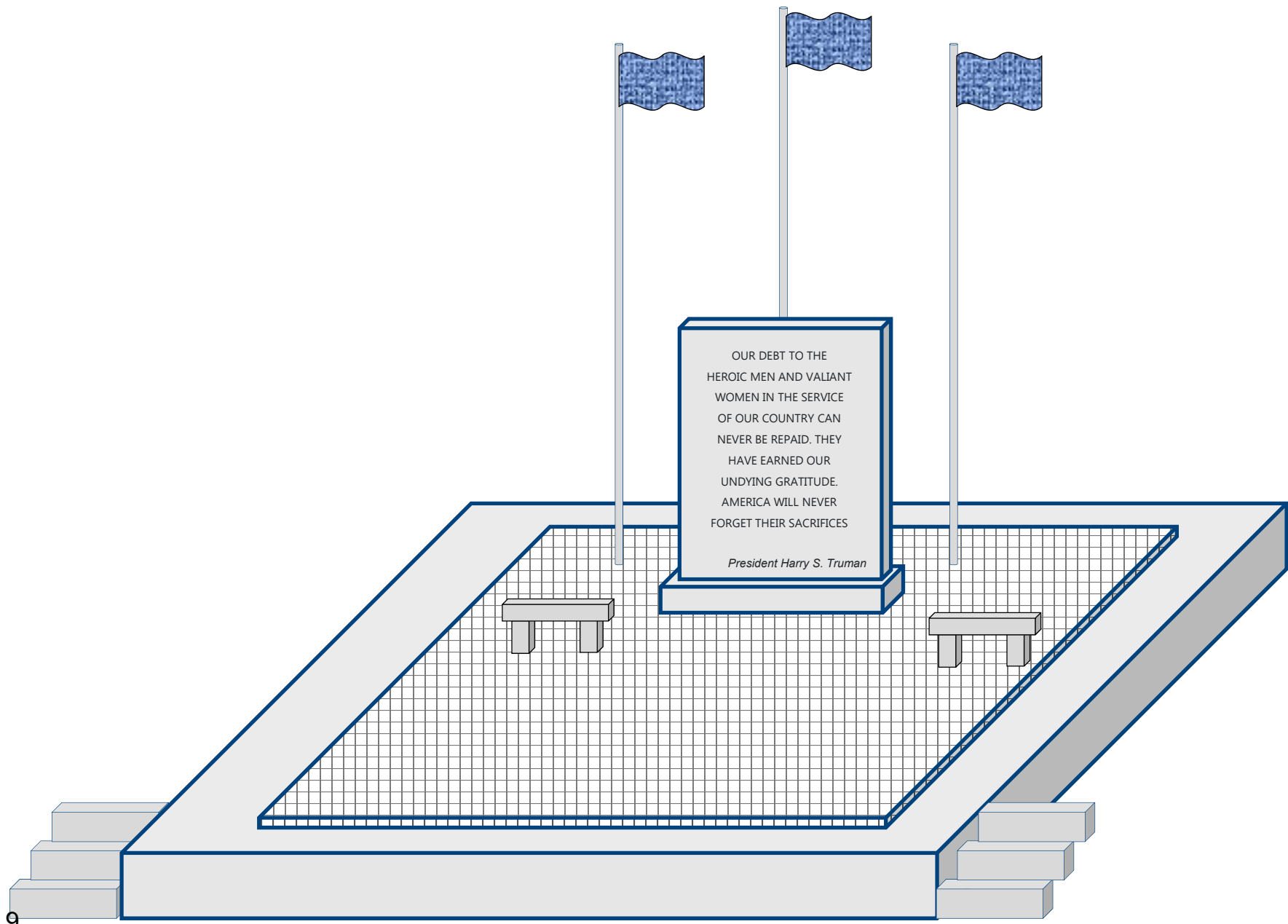


# Proposed Layout - Top Down view



# Proposed Layout – Front view

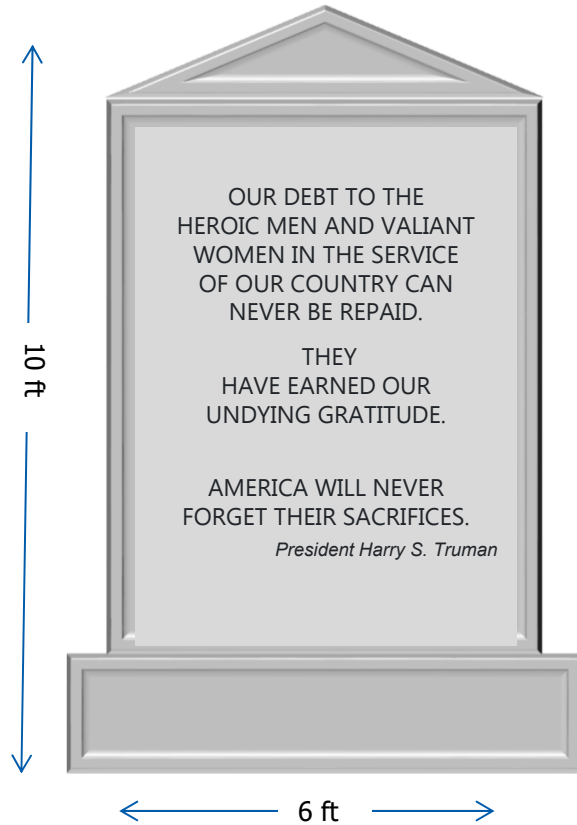




OUR DEBT TO THE  
HEROIC MEN AND VALIANT  
WOMEN IN THE SERVICE  
OF OUR COUNTRY CAN  
NEVER BE REPAID. THEY  
HAVE EARNED OUR  
UNDYING GRATITUDE.  
AMERICA WILL NEVER  
FORGET THEIR SACRIFICES

*President Harry S. Truman*

# Specified Candidate Monument Shape



- Monument – 6 x 10 x 3 ft
  - Headstone 5 x 9 x 1.5 ft
  - Base – 1 x 3 x 3 ft
- Obelisk – 4 ft height
- Benches (two) – 5 x 1.5 ft
- Deck – granite cobblestone – 15 x 26 ft
- Flag Poles - 3



# Candidate Markings & Quotations (Front & Back)



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HERE WE MARK THE PRICE  
OF FREEDOM

# Candidate War Memorial Design and Inscription



# Candidate Veterans Memorial Design



# Candidate Granite Cobblestone Plaza

(Note: No Grout, Will Use Sand In Joints For Permeability)





# We Need To Hear The “Voice” Of Our Veteran Community

Lettie Miller Is Forming A Small Team:

- Review Initial Monument Design And Inscription
- Internet Search Of Alternatives
- Propose Improvements & Changes \*
- Any Comments or Questions ??

\* Note: if the current design is “perfect” , that’s ok too

**We Need Broad Incline Village Community Support**

**Incline Village Memorial Plaza Proposal**  
**(Per IVGID Policy and Procedure Resolution No. 138)**

**Participants (Resume)**

**Team**

- a. Team Lead – Michael Gross ([Mdgross5@aol.com](mailto:Mdgross5@aol.com); 775-548-6008)
- b. James Clark
- c. Richard Mehl
- d. Lettie Miller
- e. Jeffry Poindexter

**Proponent Endorsements**

- a. President, MOAA – James Clark
- b. President, Veteran’s Club – Damian Smith
- c. President, Incline Village Realtor’s – Denise Bremer
- d. President, Chase Rauchle PTST NOW – Julie and Craig Rauchle
- e. President, Rotary Club (AM) – Mike McCallum
- f. President, Rotary Club (PM) – Pam Murphy
- g. President, Incliners – Matthew Kuckuck
- h. POC, Tahoe Business Exchange – Jeff Poindexter

**Philanthropic Partnerships**

- a. CEO, Parasol Tahoe Community Foundation – Claudia Anderson
- b. President, Incline-Tahoe Foundation – Dolores Holets

## Justification

**Background** – A large percentage of America’s towns and cities have some form of a War Memorial. They are typically located within a town square or a village green, while some are near government office buildings. Each bring a greater sense of community and a shared remembrance of those who sacrificed their lives for our country. War Memorial’s typically become a community gathering point during National Holidays (Memorial Day, July 4<sup>th</sup>, Veterans Day), Flag Retirement Ceremonies, Parades, and other Public Service events.

**Relevance** – There is no Memorial site in Incline Village. The 2023 Memorial Day service was held at Burnt Cedar Beach. The 2023 Flag Retirement Ceremony was held at the Village Green. The consideration of Incline Village resident’s health & welfare is clearly within the Board commitments made within the *IVGID Values, Mission, Goals, and Strategic Plan*.

**Benefit to the District** – Incline Village is decentralized, there is no town center. The Monument will bring a greater focus to the Village Green. It will become a community gathering point during National Holidays (Memorial Day, July 4<sup>th</sup>, Veterans Day), local parades, and other Public Service events. The Monument will be an easily recognizable Incline Village landmark and a focal-point of community pride.

**Funding** – Funding will be provided to the Parks and Recreation Vision Foundation (Incline-Tahoe Foundation), through the Parasol Tahoe Community Foundation. The Incline-Tahoe Foundation will be fully compliant with existing IVGID practices and procedures, as detailed in the Parasol Tahoe Community Foundation Grant Agreement. All required funding will be through Community Donation. The Estimated total cost fabrication and installation is approximately \$112K. Initial budgetary estimates from two monument fabricators and local IV contractors are as follows:

- Monument - \$65K
- Flagpoles (3) - \$6K
- Plaza (granite cobblestone) -\$22K
- Electrical - \$9K
- Reserve - \$10K

**IVGID Values, Mission, Goals, and Strategic Plan** – This proposed Monument fully satisfies IVGID’s Vision, “*With passion for quality of life and our environment, Incline Village General Improvement District will enhance the reputation of our community as an exceptional place to live, work, invest, and play*”. It helps to provide a greater sense of “village” in Incline Village.

**District Design Practices** – The Proposed Project will comply with all relevant elements of the, *Incline Village Construction Guidelines By the Board of Trustees, October 24, 2015*.

**Special Maintenance** – The Monument and cobblestone plaza are fabricated with grey granite, a very durable material, which is relatively insensitive to all outdoor environments/conditions. No maintenance is expected.

The granite cobblestone will be installed flush with the ground so that the existing IVGID Maintenance’s grass cutting/trimming responsibilities at the Village Green Site will be unencumbered.

The 3 flag poles are made of commercial grade aluminum, which is corrosive resistant. Furthermore, the Flag-pole’s Halyard, will be tamper resistant (wire center rope) and anti-theft locked. Periodic replacement of weathered/frayed flags will be required.

**Replacement Cost** – The proposed War memorial is a very large, immovable (approximately 12,000 lbs.) granite monument, situated within a granite cobblestone plaza. It is expected that this Monument will remain intact in its place for many years. No replacement cost is anticipated.

## Description

**Location** – We are proposing to place the War Memorial on Incline Village General Improvement District (IVGID) land. The best identified site location is at the northern end of the Village Green, along Incline Way and across the street from the Recreation Center. See Figure A for photographs of the proposed area. This proposed location best meets all of the recommended criteria:

**Access** – Site is readily accessible by non-IV residents, with stairs/walkway for color guard & handicap access. This is a non-deed restricted area. There are two 5 foot wide (2.5 foot high) stairways at each side of the retaining wall and gravel walkways at the tree-line borders running along the length of the Village Green, up to the Incline Way road. The ground from the street is a gentle grassy slope, with easy roadside access to the site.

**Visibility** – The Monument's proposed location is approximately 30 feet off the south side of Incline Way. It is large (10 feet high) and can be readily seen from the Road. The proposed location is also along the July 4<sup>th</sup> holiday parade route and could easily be a destination point along the procession.

**Parking** – Sufficient and closely located Parking Area. There are two closely located, existing parking at the Tennis/Recreation Center and Aspen Grove parking lots (located at each end of the Village Green).

**Public Address** – Raised platform above viewing audience. The raised elevation (2.5 feet height) of the retaining wall provides an excellent location to hold a memorial ceremony, a color guard, or speakers with excellent viewing from an audience.

**Utilities** – Electrical Service nearby. There is an existing IVGID Parks and Recreation electrical subpanel (with meter) approximately 50 feet away. It could be assessed to provide electrical power for public address equipment, lighting, etc.

**Layout** – The proposed layout exploits the existing topology of the Village Green site. There is an existing 2.5 foot stone retaining Wall, with a flat plateau area and a gently sloping rise to the street level. The total area is approximately 150 feet wide by 44 feet deep. As shown in Figures B & C, the proposed plaza is centered between the two stairways and covers a 36 foot wide by 12 foot depth. Since the area is flat, no additional grading of the area is required, beyond placing base material (sand) below the installed cobblestone.

The layout is centered by a War Memorial, with two granite benches on either side of the Monument. An optional Veterans Monument is also considered in the layout.

There is an existing IVGID Parks and Recreation electrical subpanel (with meter) approximately 50 feet away. Electrical extension cords could be used to provide power to the site. Or a new line can be easily added to the breaker box, with trenching and outdoor electrical pipe/wire laid to a weather-proof receptacle and lighting at the Monument Plaza.

The raised elevation of the retaining wall also make the plaza an excellent location to host a memorial ceremony, a color guard, or speakers with excellent viewing from an audience 2.5 feet below the memorial “stage”.

**Monument Design** – The baseline monument design (shown in Figure D) is being evaluated, with proposed recommendations and/or changes coming from our veteran’s community. As shown, it is approximately 6 feet wide, 10 feet tall and 1.5 feet thick. It will be fabricated from Grey Granite. It will be a two piece design; a base pedestal and a vertical monument. The vertical monument will be polished with inscriptions on either one or both sides (TBD). The monument will sit on a concrete base, with steel pins to ensure stability. The baseline inscription is from a President Harry S Truman quote, spoken at a Memorial ceremony, and inscribed at the National World War II Memorial.

**Flag Pole Layout** – There will be three (3) flag poles located at the memorial site. The flag poles will host American and Nevada States flags, along with the option for other flags ( i.e., POW/MIA). The flags will be continuously lit (either by mast-head solar

panels or by powered ground lights). As shown in Figure B, the three flagpoles are orientated in a triangular geometry, centered behind the Monument. The poles will be approximately 25 ft high, with the center US flag pole, approximately 2 feet taller. They will be set in concrete pillars.

**Plaza** – The plaza surface will be constructed from 4x4x6 inch grey Granite cobblestones (See Figure E). The stones will be laid upon a sand base and the finished surface will be level with the ground. There will be 1 inch gaps between the cobblestones to allow for vegetation growth, to improve water runoff / percolation to the ground below, and minimize any coverage requirements. A concrete base will be laid to provide vertical and lateral support the granite structure.

**Specification** – The Primary Design Specification is shown below in Figure F. It will be updated, as necessary to reflect design changes, and will be included as part of the Parasol Grant Agreement.

**Names** – The proposed War Memorial is to be a recognition of our fallen soldiers throughout American History. Beyond a simple inscription commemorating those who have sacrificed their lives across our many unfortunate wars, there will be no individuals named, nor families to be notified and approvals granted.

Figure A. Propose Site Location at the Village Green





**Figure B Proposed War Memorial - Top Down Layout**

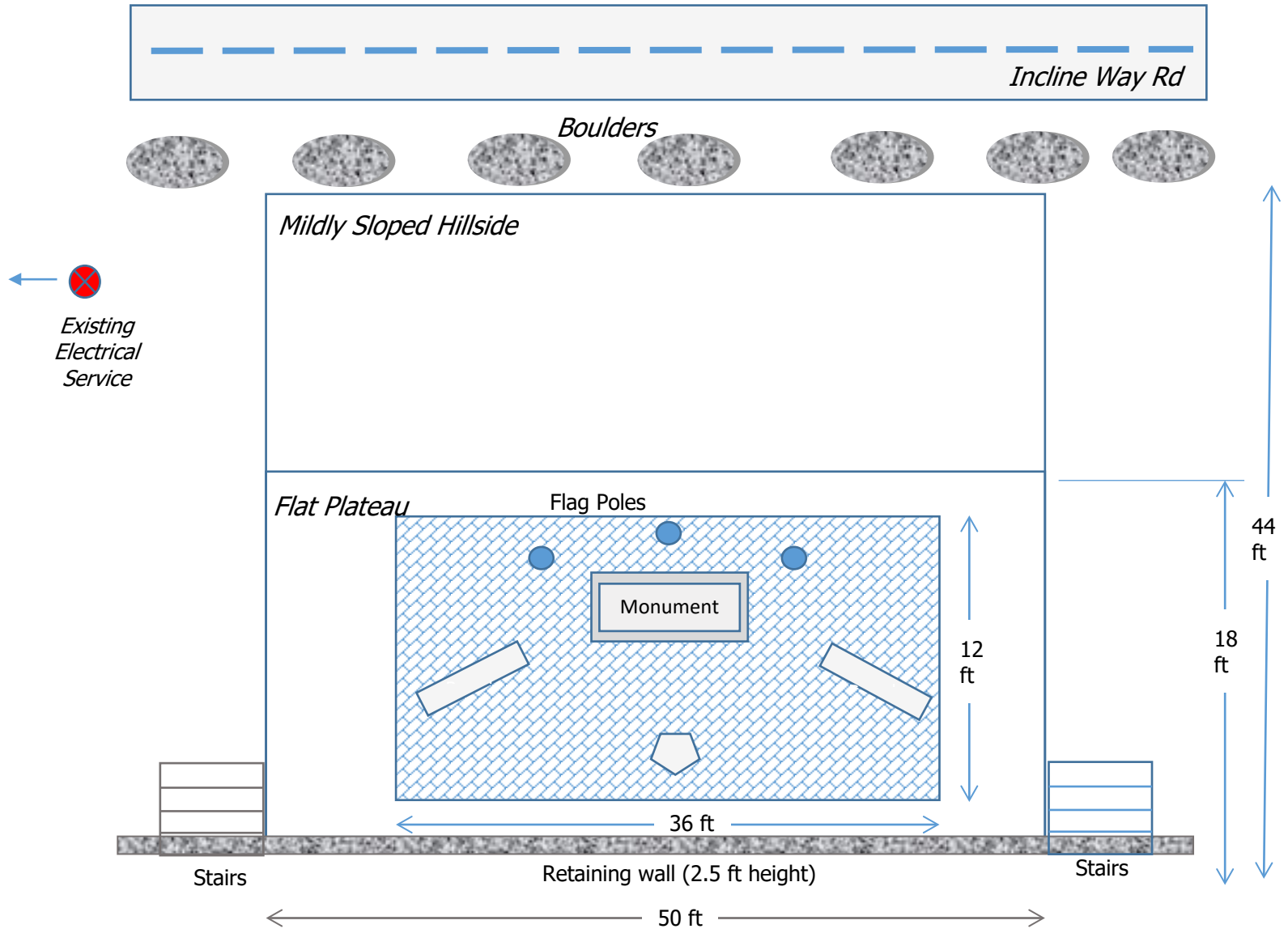
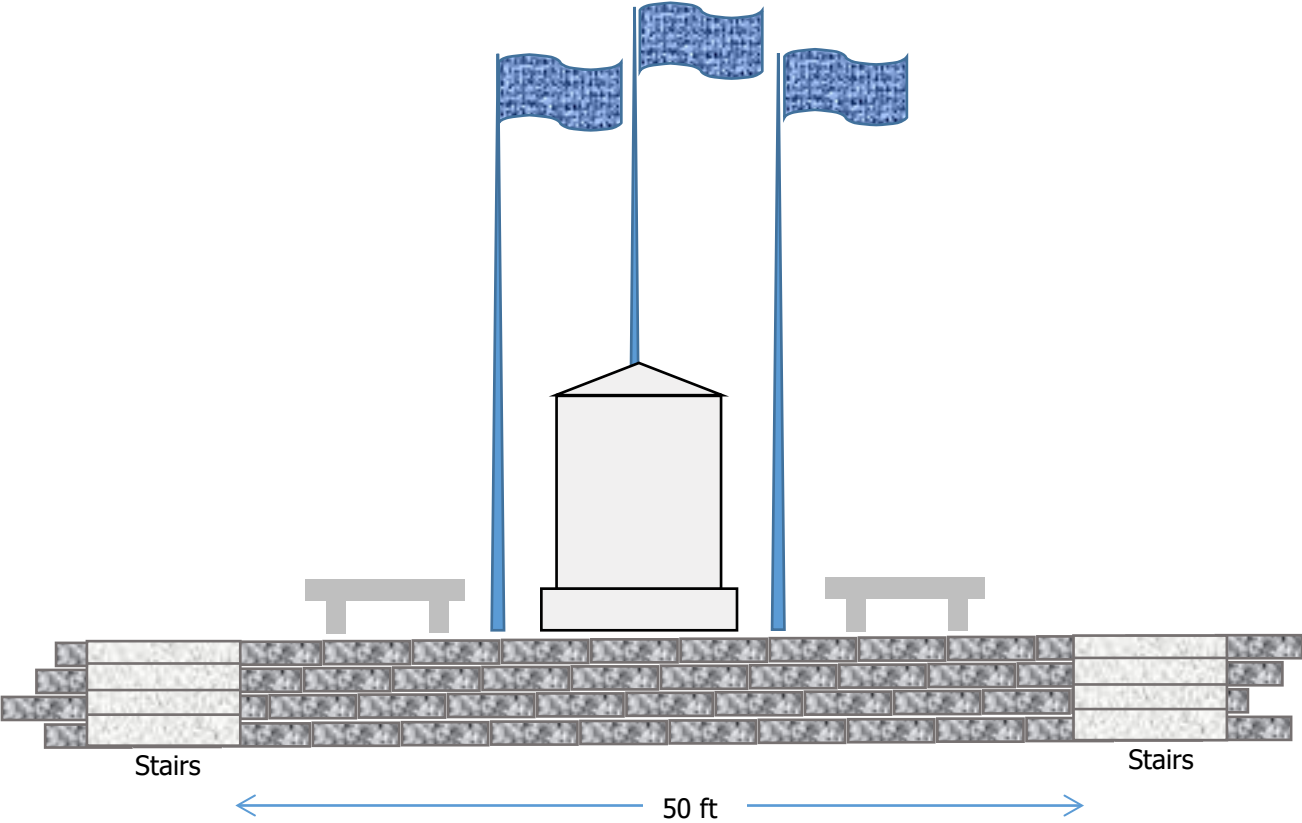


Figure C Proposed Monument - Frontal Layout



**Figure D. Proposed Baseline War Memorial Design**





Note:

- Sand Grout Between Stones To Allow For Vegetation And Water Permeability
- Plaza Surface To Be At Ground Level For Maintenance And Foot Traffic Ease.

**Figure E. Example Granite Cobblestone Plaza**

## Figure F. Incline Village War Memorial Specification (Draft)

<b>1.0</b>	<b>Site Location</b>	
1.1	Access	Site is readily accessible by non-IV residents
1.2	Visibility	Readily seen from Road, along holiday parade route
1.3	Parking	Sufficient and closely located Parking Area
1.4	Public Address	Raised platform (2-3 ft) above viewing audience
1.5	Utilities	Electrical Service nearby (PA equipment)
1.6	Layout	Stairs/Walkway for Color Guard & Handicap access
<b>2.0</b>	<b>Pad</b>	
2.1	Material	Granite Paver/Cobblestone, (4x4x6 inch)
2.2	Layout	Figures B & C (~432 feet squared ( i.e., 12x36 feet))
2.3	Permeability	TRPA Coverage mitigation
2.4	Growth Potential	Additional Monuments ( i.e., VFW, First Responders)
<b>3.0</b>	<b>Monuments</b>	
3.1	Material	Grey Granite
3.2	Monument	Shape - See Figure D
	3.2.1	Cap-Stone Dimensions- Width 5 Feet, Height
	3.2.2	8 Feet, Thickness 1.5 Feet
	3.2.3	Pedestal Dimensions - Width 6 Feet, Height 2 Feet,
	3.2.4	Depth 3 Feet
	3.2.5	Quotations TBD – Candidate Example in Figure D
3.3	Obelisk (Optional)	Shape - TBD
	3.3.1	Dimensions Height 4 Feet, 5 sided (pentagon) Pillar
	3.3.2	Veterans Recognition, 5 US Armed Service Badges
<b>4.0</b>	<b>Benches</b>	
4.1	Material	Grey Granite or reuse existing benches
4.2	Number	2
4.3	Layout	Slab Stone bench, with 2 supporting Pedestals
4.4	Dimensions	1.5 x 5 feet squared
<b>5.0</b>	<b>Flag Poles</b>	
5.1	Number	3 (USA, Nevada, Other ( POW/MIA, etc))
5.2	Material	Commercial Grade/Gage Aluminum
5.3	Height	>25 feet (Center (USA) pole higher)
5.4	Anti-tamper	Lockable Halyard to prevent flag theft, steel-core rope
5.5	Lighting	Flags to be Illuminated at night
<b>6.0</b>	<b>Electrical</b>	
6.1	Voltage	110 Volts
6.2	Current	20 AMP
6.3	Fixtures	Standard GFI outdoor plug, all-weather Flagpole
	Lights	

(<https://www.laketahoeinfo.org/>)

Data Center (<https://www.laketahoeinfo.org/DataCenter>) Request Support (</Help/Support>)

Log in (<https://www.laketahoeinfo.org/Account/LogOn?returnUrl=https%3a%2f%2fparcels.laketahoeinfo.org%2fParcel%2fDetail%2f127-010-07>)



Parcels, Permits

## APN: 127-010-07

[View Parcel Fact Sheet \(https://parcels.laketahoeinfo.org/Parcel/FactSheet/127-010-07\)](https://parcels.laketahoeinfo.org/Parcel/FactSheet/127-010-07)

### PARCEL OVERVIEW

**Address**

960 LAKESHORE BLVD, INCLINE VILLAGE, NV 89451

**Jurisdiction**

Washoe County, NV (WACO) (<https://www.laketahoeinfo.org/Organization/Detail/25/Overview>)

**Parcel Size**

782,554 ft<sup>2</sup> (verified)

**Parcel Notes**

Verified 82,113 sf total existing coverage (VBOC2010-0711)

**Local Plan**

Washoe County Tahoe Area Plan (<https://www.laketahoeinfo.org/LocalAndRegionalPlan/Detail/1168>)

**Fire District**

NORTH LAKE TAHOE FPD

**Watershed**

Third Creek (<https://www.laketahoeinfo.org/Watershed/Detail/1>)

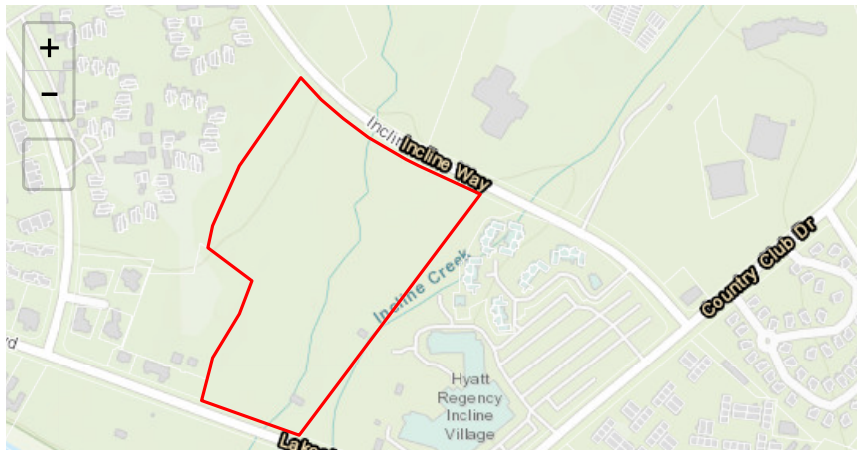
**HRA**

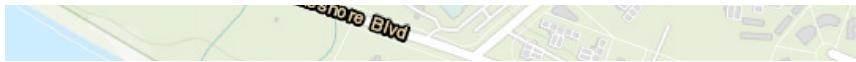
Incline

**Retired From Development**

No

### MAP





### BMP COMPLIANCE STATUS

View this Parcel in the BMP Database

(<http://www.tahoebmp.org/bmptoolkit/quickReport.asp?ParcelID=12701007>).

[Print Certificate \(http://www.tahoebmp.org/bmptoolkit/printCertificate.asp?ParcelID=12701007\)](http://www.tahoebmp.org/bmptoolkit/printCertificate.asp?ParcelID=12701007)

<b>BMP Certificate Issued?</b>	Yes
<b>BMP Certificate Issued Date</b>	11/9/2012
<b>BMP Certificate Number</b>	15352
<b>Source Control Certificate Issued?</b>	No

<b>Area-wide Treatment Participant</b>	No
<b>Special Circumstances</b>	<i>No record of any special circumstances</i>
<b>Infiltration Rate (KSat)</b>	4 in/hr

*Learn more at tahoebmp.org (<http://www.tahoebmp.org>)*

### PHOTOS



*No images available.*

### LAND CAPABILITY

This system tracks each parcel's current Land Capability. Some parcels can have multiple Land Capabilities expressed by more than one Bailey Rating and IPES.

### DETERMINATION OVERVIEW

<b>Determination Date</b>	10/28/2010
<b>Estimated or Verified</b>	Verified

#### Notes

**File or Case Number** Not available

**Site Plan**



(/FileResource/DisplayResource/ddb96a6d-5279-4964-8bce-

45df305814c7)

### RECORDED LAND CAPABILITIES

#### BAILEY 6

<b>Area</b>	782,554 ft <sup>2</sup>
<b>Base Allowable Coverage</b>	234,766 ft <sup>2</sup>
<b>Base Allowable Percent</b>	30%

**RECORDED AREA FOR ALL LAND CAPABILITIES**

Total Recorded Area	782,554 ft <sup>2</sup>
Total Base Allowable Coverage	234,766 ft <sup>2</sup>

**DEVELOPMENT RIGHTS**

**BANKED & EXISTING DEVELOPMENT RIGHTS**

The Parcel Tracker has no record of banked or existing inventory on this parcel. Please contact TRPA for more information.

**LAND COVERAGE EXEMPTIONS**

<b>Existing Offsite Coverage</b>	<b>Existing Pervious Coverage</b>	<b>Existing Pervious Deck Coverage</b>	<b>Existing Non-Permanent Structure Coverage</b>	<b>Existing Americans with Disability Act (ADA) Compliance Coverage</b>
Unknown	0 ft <sup>2</sup>	0 ft <sup>2</sup>	0 ft <sup>2</sup>	0 ft <sup>2</sup>

**DEVELOPMENT RIGHT TRANSACTIONS**

View the history of development right transactions for this parcel.

The Parcel Tracker has no record of any Transacted Development Rights on this parcel. Please contact TRPA for more information.

**DEED RESTRICTIONS**

Please note that this may not be a complete list of all deed restrictions or other restrictions for this parcel. A title report may show further restrictions.

The Parcel Tracker has no record of Deed Restrictions on this parcel.

**PARCEL PERMITS**

No Permits associated with this Parcel.

**TRPA CASES, APPLICATIONS, AND PERMITS**

Currently viewing 16 of 16 Records

[Download Table](#)

File Date	File or Case #	Record Type	Description	Status
From: <input type="text"/> To: <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
03/18/2022	TREE2022-0381 (ht	Building/ERS/Permits/Tree Removal		Appro
09/29/2020	TREE2020-1727 (ht	Building/ERS/Permits/Tree Removal		Appro
02/08/2016	LCAP2016-0022 (ht	Building/ERS/Assessments/Soils-Hydro	Soils Hydro investigations for parcels 130-050-02,130-050-03,132-231-18, 132-231-19,	Result
06/18/2014	TREE2014-0318 (ht	Building/ERS/Permits/Tree Removal	Permit#7956	Project



08/05/2013	QEXE2013-0602 (h	Building/ERS/Admin/Qualified Exempt	replace restroom. Falls under IVGID MOU	Project
05/09/2011	BMPP2011-0013 (h	Building/BMP/Permit/BMP Retrofit	BMP CERT #15342 ISSUED ON 11/09/2012. THIS APN IS LINKED TO 127-010-07.	Certif
10/22/2010	LCAP2010-0296 (h	Building/ERS/Assessments/Land Cap	LAND CAPABILITY VERIFICATION ASSIGNED TO MELANIE VINCENT. Poor quality origin	Project

## CAP DOCUMENTS

Currently viewing 21 of 21 Documents

[Download Table](#)

	Original Filename	Document Name	File or Case #	Category	Description
	(h) APPLICATION.pdf (https://parcels.lake	APPLICATION (https://parcels.laketahoe	LCAP2016-0022 (h	Documents	APPLICATION
	(h) RESULTS LETTER.pdf (https://parcels.lake	RESULTS LETTER (https://parcels.laketahoe	LCAP2016-0022 (h	Documents	RESULTS LETTER
	(h) SITE PLAN.pdf (https://parcels.laketahoe	SITE PLAN (https://parcels.laketahoe	LCAP2009-0089 (h	Plans	SITE PLAN
	(h) APPLICATION - RESULTS.pdf (https://p	APPLICATION - RESULTS (https://parce	LCAP2009-0089 (h	Documents	APPLICATION - RESULTS
	(h) SITE PLAN.pdf (https://parcels.laketahoe	SITE PLAN (https://parcels.laketahoe	LCAP2010-0296 (h	Plans	SITE PLAN
	(h) APPLICATION - RESULTS.pdf (https://p	APPLICATION - RESULTS (https://parcel	LCAP2010-0296 (h	Documents	APPLICATION - RESULTS
	(h) FILE DOCUMENTS.pdf (https://parcels.lake	FILE DOCUMENTS (https://parcels.lake	LCAP2010-0296 (h	Documents	FILE DOCUMENTS

Implementation & Hosting by Environmental Science Associates (<https://esassoc.com/services/technology/>)

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## Proposed Project Description

**General Project:** *The subject project is a general landscaping & minor grading of an existing Recreational property owned by Incline Village General Improvement District (IVGID). It identifies a small elevated terrace above the northern end of the Village green plateau, located along Incline Way, to be landscaped to install a cobblestone plaza, in support of the installations of a War Memorial at the site. Also to make it more consistent with adjacent landscaped areas. As proposed, a thin layer (5 inches) of top-soil material will be excavated as part of the general landscaping plan to install a granite cobblestone plaza. The level ground slope will remain intact and existing native plants will remain unharmed.*

*The proposed layout exploits the existing topology of the northern end of the Village Green site (Figure 1). There is an existing 2.5 foot stone retaining Wall, with a flat plateau area and a gently sloping rise to the street level at Incline Way (Figure 2).*

*As illustrated in Figure 3, the northern-most Village Green Terrace area is approximately 200 feet wide by 44 feet deep. As shown, the proposed memorial plaza shall be centered between the two stairways and covers a 25 foot wide by 15 foot depth. The parcel size (APB-127-010-07) is verified at 782,554 feet squared. It is graded at a BAILEY 6 level (30% base allowable percent). This would yield a Base allowable coverage of 234,766 sf. There is a verified 82,113 sf of total existing coverage (VBO C2010-0711). The project is adding 375 square feet of coverage to the area, well within the allowable coverage.*

*Since the area is flat, no additional grading (beyond excavation for the plaza) of the area shall be required. As calculated in Figure 4, the excavated soil shall be less than or equal to 6.8 cubic yards. Base material (2 inches of crushed granite/sand) will be filled into the excavated area as a foundation for the installed cobblestone. This estimated 6.8 cubic yards of soil will be evenly spread across the subject **8,800 square foot** area (i.e., to fill low spots). The existing elevation contours across this area will remain intact. Any excess excavated soil will be removed from the site.*

*The layout is centered by a War Memorial. The Front edge of the Plaza is 2 feet from the retaining Wall's leading edge. And the 3 x 6 by 1.5 foot depth concrete foundation shall be laid (with rebar reinforcement) to provide both vertical and lateral support the granite Monument structure. The rear edge of the footing shall be 1 foot from the cobblestone plaza's rear edge.*

*The plaza surface (Figure 5) shall be constructed from 4 x 4 x 4 inch grey Granite cobblestones. The stones shall be laid upon a 2 inch crushed granite/sand base and the finished surface shall be level ( 1 inch height) with the ground. There shall be 1 inch gaps between the cobblestones filled with sand to improve water runoff / percolation to the ground below, to allow for vegetation growth, and to minimize any coverage impacts.*

*No structure will be impacted by this project. The subject property is zoned Recreational, with the only structure (rest room facility) over **300 yards away**. It is along an existing paved Road (Incline Way), which provides full access to all subject grading areas.*

The Subject Property is at an elevation of 6,400 feet, well above the average Lake Tahoe 6,223 foot water level. The Subject Property does not have any grading or filling of lands within a 100 year flood plain. It is located near two streams that may flood. It is situated between the 3<sup>rd</sup> and Rosewood Creeks. Which are both over 100 feet away and about 6 feet below the plaza surface.

**BMPs** A BMP Certificate of Completion (Certificate Number 15352, dated November 09, 2012) shows that the subject property has been inspected for and determined to be in compliance with the Best Management Practices (BMP's) pursuant to paragraph 25.3 of the TRPA Code of Ordinances. These existing BMP's are not affected/impacted by the Proposed Grading Project.

The project is adding 375 fs of coverage and new disturbance to the Site's overall area. All existing BMP's will remain intact and all BMP's associated with the house will be remediated (i.e. remove of debris covering infiltration trench) and augmented as required. Temporary Best Management Practices (BMPs) will be implemented during construction including sediment barriers. Permanent BMPs will include revegetation over any area disturbed by the project.

**Grading** - The proposed Grading Project is planned to be initiated after May 1<sup>st</sup>, 2024. The Grading Project shall be completed by and there shall be no grading or land disturbance performed with respect to the project after October 15<sup>th</sup>, 2019. Grading will be delayed/suspended any time of the year during periods of precipitation and for the resulting period of time when the site is covered with snow, or is in a saturated, muddy, or unstable condition. Given the Property's higher elevation (approx. 6,400 feet in altitude) and flat elevation slope, the possibility in water table interception is very low.

No trees of any size interfere with the proposed Grading Plan, nor are any trees to be removed from the Village Green Site. The excavation is designed such that no damage occurs to mature trees, including root systems, and hydrologic conditions of the soil. All adjacent trees shall be protected to ensure damage will not occur as a result of the excavation.

Temporary Best Management Practices (BMPs) will be implemented during construction including sediment barriers and vegetation protection fencing. All existing BMP's will be maintained to prevent any surface-water, ground-water or subsurface water flow from leaving the project area as surface flow.

The nearest Scenic Highway Corridor is the Mt. Rose Highway (Route 431). The subject Property is below the Mt Rose Highway in elevation, with another street (Incline Way) intervening and running parallel to Mt Rose Highway. A significant number of large trees (Firs & Pines) and Brush (Manzanita, Alder, etc.) shield the property from Scenic Highway Corridor view. No significant changes to the existing property elevation contours nor the removal of Trees and Brush are proposed.

The proposed Grading Project is not located within any existing shore-zone and lake-zone, nor is it in the immediate vicinity of any littoral parcel, stream channels, or other stream environment zones that may physically alter the natural characteristics of any stream. No modifications of existing uses or structures will be undertaken to assure compatibility.

*The overall property elevation contours will be maintained and the use of excavated top soil will be minimized. It consists of four (4) related sub-elements,*

- 1. General Landscaping of Property**
- 2. General Gardening / Existing Vegetation**
- 3. Clean-up of an Existing Retaining Wall**
- 4. Remediation of existing BMPs**

*Each of these (4) sub-elements are described in the following sections.*

**General Landscaping of Site**

*As shown in the subject property photographs, a natural mildly sloping ground area above a stone embankment exists along the property's Burgundy Road downslope. This area will be cleaned up to remove and relocate small surface stones. All large surface Boulders will remain in place as natural landscaping features. No sub-surface nor slope-bearing stones/boulders will be impacted. All material will be retained on the property and distributed/used within the proposed Grading Plan.*

**General Gardening of Property**

*Existing grass and trees within the area will be unaffected /undamaged. In addition, Native Grasses will be planted to stabilize the affected area. Top-cover soil will be evenly spread across the affected surface to further stabilize the level plateau.*

**Clean-up of an Existing Retaining Wall**

*As shown in the subject property photographs, a pre-existing stone retaining wall exists below the elevated plateau. This Terrace sits about 2.5 feet along the upper edge of a flat portion of the Village Green Site. These existing stones will remain in place. The existing ground elevation contours will remain intact.*

**Remediation of existing BMPs**

*All existing BMP's associated with the house perimeter will be remediated (i.e. remove of debris covering infiltration trench) and gravel augmented as required.*

## Proposed Grading Plan Findings

### General Findings:

*In accordance with Sections 4.2 and 4.3, the proposed Grading Project has been evaluated against all Tahoe Regional Planning Agency (TRPA) and Washoe County standard conditions per Attachment Q, Standard Conditions of Approval for Grading Projects. In summary,*

*(a) The project is consistent with, and will not adversely affect implementation of the Regional Plan, including all applicable Goals and Policies, plan area statements and maps, the Code and other TRPA plans and programs.*

*(b) The project will not cause the environmental threshold carrying capacities thresholds to be exceeded; and*

*(c) All Federal, state or local air and water quality standards applicable for the region, whichever are strictest, are maintained pursuant to Article V(d) of the Tahoe Regional Planning Compact.*

### Waiver of Infiltration Requirements

**Requirement:** *Best Management Practice (BMP) requirements: Standard conditions of approval for this project shall meet the following requirements:*

*a. Runoff Water: Runoff water from impervious surfaces shall meet the discharge standards of Chapter 60.1.3 and shall be controlled as follows:*

*(1) Infiltration Requirements: Except as provided in section 60.4.8, infiltration facilities to discharge runoff to groundwater shall be required. Infiltration facilities shall be designed to accommodate the volume from a twenty year, one hour storm. An average intensity of 1 inch per hour can be used for this calculation. Infiltration facilities shall be designed utilizing the methodology set forth in the BMP Handbook. The bottom of infiltration trenches or dry wells shall be a minimum of one foot above the seasonal high water table. If TRPA finds that the runoff from impervious surfaces from a twenty year, one hour storm will infiltrate naturally on the parcel, TRPA may waive the requirement to install infiltration facilities.*

**Findings: Not Applicable** - *The project complies with the requirements to install BMPs as set forth in Section 60.4.3. A BMP Certificate of Completion (Certificate Number 15352, dated November 09, 2012) shows that the subject site has been inspected for and determined to be in compliance with the Best Management Practices (BMP's) pursuant to paragraph 25.3 of the TRPA Code of Ordinances. These existing BMP's are not affected/impacted by the Proposed Grading Project. A Waiver of Infiltration Requirements is not required.*



**Paved Road Waiver –**

**Requirement:** All projects described in Section 32.2, and which require vehicular access, shall be served by a paved roadway. To be considered served, a right-of-way or easement shall abut the driveway serving the parcel and shall contain a paved roadway of adequate size and construction to accommodate the vehicular traffic resulting from the project.

**Findings: Not Applicable -** The Subject Property is along Incline Way, which provides full access to all subject grading areas. A Paved Road Waiver is not required.

**Grading and Filling of Lands within the 100 Year flood plain**

**Requirement:** Additional development, grading, and filling of lands within the 100-year flood plain is prohibited.

**Findings: Not Applicable -** The Subject Property is at an elevation of 6,400 feet, well above the Lake Tahoe 6,227 foot water level. While it is located between two streams (3<sup>rd</sup> Creek and Rosewood Creek) that may flood. The Subject site sites over 4 feet above the water level and does not have any grading or filling of lands within a 100 year flood plain.

**Historic Resource Demolition**

**Requirement:** Projects Relating to Historic Resources: As part of the application for a project affecting designated historic resources, TRPA may require a report documenting compliance with the standards. The report may be submitted to the applicable state's historic preservation office for review. Projects and activities affecting designated resources shall comply with the following standards:

**Demolition:** Historic resources shall not be demolished, disturbed, or removed, unless TRPA finds that:

- (a) The action will not be detrimental to the historic significance of the resource;
- (b) The action is pursuant to a recovery plan approved by the applicable state historic preservation officer; or
- (c) It is the only feasible alternative to protect the health and safety of the public.

**Findings: Not Applicable –** The subject property is zoned Recreational, with two park benches occupying at the site. There are no Historic Resources situated on this property. Furthermore, this project's scope is limited to minor Landscaping activities. No structure will be impacted by this project.

## **Grading**

### **Grading Season Exceptions**

**Requirement:** There shall be no grading or land disturbance performed with respect to the project between October 15<sup>th</sup> and May 1<sup>st</sup>. Grading is also prohibited any time of the year during periods of precipitation and for the resulting period of time when the site is covered with snow, or is in a saturated, muddy, or unstable condition. Season Exceptions- TRPA may approve grading after October 15 if TRPA finds either that an emergency exists and the grading is necessary for the protection of public health or safety, or that the grading is for erosion control purposes or protection of water quality.

**Findings:** The proposed Grading Project is planned to be initiated after May 1<sup>st</sup>, 2024. The Grading Project shall be completed by and there shall be no grading or land disturbance performed with respect to the project after October 15<sup>th</sup>, 2024. Grading will be delayed/suspended any time of the year during periods of precipitation and for the resulting period of time when the site is covered with snow, or is in a saturated, muddy, or unstable condition. No Grading Season Exceptions will be required.

### **Groundwater Interception**

**Requirement:** Groundwater interception or interference is prohibited except as set forth below: (2) TRPA may approve exceptions to the prohibition of groundwater interception or interference if TRPA finds that Retaining Walls are necessary to stabilize an existing unstable cut or fill slope.

**Findings:** No excavations are proposed as part of the proposed Grading Plan. Given the Property's elevation (approx. 6,400 feet in altitude) and elevation slope, the possibility in water table interception is very low. Temporary Best Management Practices (BMPs) will be implemented during construction including sediment barriers and vegetation protection fencing.

### **Excavation in excess of 5 foot depth**

**Requirement:** Excavations in excess of 5 feet in depth or where there exists a reasonable possibility of interference or interception of a water table, shall be prohibited unless TRPA finds that:

(1) A soils/hydrologic report prepared by a qualified professional, whose proposed content and methodology has been reviewed and approved in advance by TRPA, demonstrates that no interference or interception of groundwater will occur as a result of the excavation; and

(2) The excavation is designed such that no damage occurs to mature trees, except where tree removal is allowed pursuant to Subsection 33.6.5, including root systems, and hydrologic conditions of the soil. To ensure the protection of

vegetation necessary for screening, a special vegetation protection report shall be prepared by a qualified professional identifying measures necessary to ensure damage will not occur as a result of the excavation; and

(3) Excavated material is disposed of pursuant to Section 33.3.4 and the project area's natural topography is maintained pursuant to Subparagraph 36.5.1.A; or if groundwater interception or interference will occur as demonstrated by a soils/hydrologic report prepared by a qualified professional, the excavation can be made as an exception pursuant to Subparagraph 33.3.6.A.2 and measures are included in the project to maintain groundwater flows to avoid adverse impacts to SEZ vegetation, if any would be affected, and to prevent any groundwater or subsurface water flow from leaving the project area as surface flow.

**Findings: Not Applicable** - No excavations in excess of 5 feet are proposed as part of the Grading Plan. Given the sites higher elevation (approx. 6,400 feet in altitude) above the Village Green surface, the possibility in water table interception is very low.

The landscaping project is designed such that no damage occurs to mature trees, including root systems, and hydrologic conditions of the soil. All adjacent trees shall be protected to ensure damage will not occur as a result of the excavation. Temporary Best Management Practices (BMPs) will be implemented during construction including sediment barriers and vegetation protection fencing.

All fill material will be distributed/used within the proposed Grading Plan. The fill material will be spread evenly across the adjacent ground as part of the general landscaping plan (i.e., to fill low spots), while maintaining the existing elevation contours. All existing BMP's will be maintained to prevent any surface-water, ground-water or subsurface water flow from leaving the area as surface flow.

### **Tree Removal**

**Requirement:** Late Seral/Old Growth Enhancement and Protection: In addition to other code sections the following standards will govern forest management activities and projects.

- a. Standards for Conservation and Recreation Lands: Within lands classified by TRPA as conservation or recreation land use or Stream Environment Zones, any live, dead or dying tree greater than or equal to 30 inches diameter at breast height (dbh) in west side forest types shall not be cut, and any live, dead or dying tree greater than or equal to 24 inches diameter at breast height in eastside forest types shall not be cut.
- b. The cutting, moving, removing, killing, or materially damaging of live trees, the removal of disease-infested and hazardous trees, and the attachment of appurtenances to trees, shall comply with this chapter. Except as provided in subsections 61.1.7.B, and 61.1.7.J, all cutting of trees 14 inches diameter at breast height (dbh) and larger shall require approval by TRPA. Permits shall be granted or

*denied in conformity with the provisions of this chapter. Such tree-related projects and activities also shall conform to the other provisions of the Code.*

**Findings: Not Applicable** – *No trees (of any size) interfere with the proposed Grading Plan, nor are any trees to be removed from the Property.*

### **Fish Habitat Protection**

**Requirement:** *Fish habitat consists of a complex set of elements such as spawning and nursery or rearing areas, food supply, and escape cover. Areas of prime fish habitat are subject to verification by TRPA and are defined in Chapter 90. Stream habitat shall be protected as follows:*

*(a) Artificial modifications to stream channels, or other projects, activities or uses in stream environment zones that may physically alter the natural characteristics of the stream, shall not be permitted unless TRPA finds that such actions avoid significant adverse impacts to the fishery or are otherwise allowed under the Code.*

**Findings: Not Applicable** - *The proposed Grading Project is not located within any stream channels, or other stream environment zones that may physically alter the natural characteristics of any stream, nor is it in the immediate vicinity of any prime fish habitat. It is thus compatible all Fish habitat protection requirements consisting of a complex set of elements such as spawning and nursery or rearing areas, food supply, and escape cover.*

### **Water Quality Mitigation**

**Requirement:** *Required Offsets: All projects and activities which result in the creation of additional impervious coverage shall completely offset the potential water quality impacts of the project through one, or a combination, of the following methods:*

- a. Mitigation Projects: Implementation of offsite water quality control projects or stream environment zone restoration projects as a condition of project approval, and pursuant to TRPA guidance on identification, design, and effectiveness of offsite mitigation projects. Applicants who wish to exercise this option shall include plans for the offsite mitigation project with their application. TRPA shall approve the offsite mitigation plans in conjunction with the approval of the project. Before issuing an approval, TRPA shall find that the offsite mitigation proposal completely offsets the expected impacts of the project.*
- b. Source Water Protection: To protect public health and to insure the availability of safe drinking water, TRPA shall review proposed projects identified as possible contaminating activities to source water which are located within a source water protection zone depicted on TRPA Source Water Assessment maps according to the following standards and procedures:*

- c. d. *Review of Proposed Possible Contaminating Activities located in Source Water Protection Zones: Proposed uses determined by TRPA to be projects that are identified as a Possible Contaminating Activity, with a project area located in a source water protection zone, shall not be approved.*

**Findings:** A BMP Certificate of Completion (Certificate Number 15352, dated November 09, 2012) shows that the subject site has been inspected for and determined to be in compliance with the Best Management Practices (BMP's) pursuant to paragraph 25.3 of the TRPA Code of Ordinances. These existing BMP's are not affected/impacted by the Proposed Grading Project.

The parcel size (APB-127-010-07) is verified at 782,554 feet squared. It is graded at BAILEY 6 level (30% base allowable percent). This would yield a Base allowable coverage of 234,766 sf. There is a verified 82,113 sf of total existing coverage (VBO C2010-0711). The project is adding 375 square feet of coverage to the area, well within the allowable coverage. Less than 7 yards of soil is being disturbed. This project will be restoring the proposed disturbed area on a 1 to 1 basis. Furthermore, all existing BMP's associated with the site perimeter will be remediated (i.e. remove of debris covering existing retaining wall) and augmented as required.

Temporary Best Management Practices (BMPs) will be implemented during construction including sediment barriers. Permanent BMPs will include revegetation over the entire area disturbed by the project.

#### **Scenic Quality Standards:**

**Requirement:** All projects and activities shall comply with the Scenic Quality Standards. Prior to approving a project which may potentially affect an identified scenic resource, TRPA shall find that the project is consistent with applicable recommendations for preserving scenic quality found in the 1993 Lake Tahoe Basin Scenic Resource Evaluation.

With the establishment of Scenic Highway Corridors, TRPA and other public agencies within the Tahoe Region shall maintain and enhance viewing opportunities, whenever feasible, by establishing Scenic Highway Corridor Design Standards. TRPA, through the project review process shall ensure that view sheds and view corridors along the scenic highway corridors are maintained and enhanced. All projects which are within the natural /scenic highway corridors shall meet the design standards listed in 66.2.4, in addition to other applicable design standards.

**Findings:** The nearest Scenic Highway Corridors are the Mt. Rose Highway (Route 431) and the Lakeshore Drive. The subject site is well below the Mt Rose Highway in elevation. A significant number of large trees (Firs & Pines) and Brush (Manzanita, Alder, etc.) shield the property from both Scenic Highway Corridor views. Furthermore, all proposed Grading is shadowed (up-slope) by the existing elevation slope to Lakeshore Blvd. No significant changes to the existing site elevation contours nor the removal of Trees and Brush are proposed.

### **Shore-zone or Lake-zone**

**Requirement:** A project in the shore-zone or lake-zone shall not be approved unless TRPA finds that the project will not adversely impact:

- (a) Littoral processes;
- (b) Fish spawning;
- (c) Backshore stability; or
- (d) On-shore wildlife habitat, including waterfowl nesting areas;

**Finding: Not Applicable** - The project is not located within an existing shore-zone and lake-zone, nor is it in the immediate vicinity of any littoral parcel. It is thus compatible with existing shore-zone and lake-zone uses or structures on, or in the immediate vicinity of the littoral parcel. No modifications of existing uses or structures will be undertaken to assure compatibility.

### **Need To Prepare EIS:**

**Requirement:** Except for planning matters, ordinary administrative and operational functions of TRPA, or exempt classes of projects, TRPA shall use either an initial environmental checklist or environmental assessment to determine whether an environmental impact statement shall be prepared for a project or other matter.

**Findings: Not Applicable** - The proposed Grading Project does not have a significant effect on the environment and a finding of no significant effect shall be prepared in accordance with TRPA's Rules of Procedure.

### **Best Management Practice (BMP) Requirements**

**Requirement:** A standard condition for grading project approval is that it shall meet BMP Runoff Water requirements. Runoff water from impervious surfaces shall meet the discharge standards of Chapter 60.1.3 and shall be controlled through Infiltration facilities to discharge runoff to groundwater. Infiltration facilities shall be designed to accommodate the volume from a twenty year, one hour storm (Note: An average intensity of 1 inch per hour can be used for this calculation). Infiltration facilities shall be designed utilizing the methodology set forth in the BMP Handbook. The bottom of infiltration trenches or dry wells shall be a minimum of one foot above the seasonal high water table. If TRPA finds that the runoff from impervious surfaces from a twenty year, one hour storm will infiltrate naturally on the parcel, TRPA may waive the requirement to install infiltration facilities.

The impacts of the coverage and disturbance shall be fully mitigated through means including, but not limited to, the Application of best management practices; and

*the Restoration, in accordance with Section 22.7.3, of land in Land Capability Districts 1a, 1c, 2 and 3 in the amount of 1.5 times the area of land in such districts covered or disturbed for the project beyond that permitted by the coefficients in Subsection 30.4.*

*Temporary Best Management Practices (BMPs) will be implemented during construction including sediment barriers and vegetation protection fencing. Permanent BMPs will include revegetation over the entire area disturbed by the project.*

**Findings:** *The project complies with the requirements to install BMPs as set forth in Section 60.4.3. A BMP Certificate of Completion (Certificate Number 15352, dated November 09, 2012) shows that the subject property has been inspected for and determined to be in compliance with the Best Management Practices (BMP's) pursuant to paragraph 25.3 of the TRPA Code of Ordinances. These existing BMP's are not affected/impacted by the Proposed Grading Project.*

*The project is adding 375 square feet of coverage to the area. This coverage is a permeable cobblestone granite (4 inch squares with sand filled joints), which is exempt. Less than 7 yards of soil is being disturbed. Therefore it is not required to provide 1.5 times the amount of restoration needed. This project will be restoring the proposed disturbed area on a 1 to 1 basis. Furthermore, all existing BMP's associated with the house perimeter will be remediated (i.e. remove of debris covering infiltration trench) and augmented as required.*



Incline-Tahoe Parks and Recreation  
Vision Foundation, Inc.  
DBA Incline Tahoe Foundation  
948 Incline Way  
Incline Village, NV 89451

Date: June 19, 2024

To: Bobby Magee, IVGID General Manager  
IVGID Board of Trustees

From: Dolores Holets, ITF Board President

**Subject: Draft Grant Agreement between ITF and IVGID for the War Memorial Plaza**

The attached DRAFT Grant Agreement is submitted to the IVGID BOT for the War Memorial Plaza, initially proposed by Mr. Michael Gross at the BOT meeting, dated May 8, 2024. Because the site for the plaza has not received approval from the BOT, there are many elements of this subcontract that cannot be addressed, such as the Work Breakdown Structure, the Statement of Work, and Design Specifications. Additionally, the site must be evaluated by IVGID Engineering to determine its viability. There are also sections that are included in the document that may not be appropriate or applicable after all issues are resolved.

While the donor has generously committed \$110,000 to this project, there are questions that must be addressed before a full grant agreement subcontract can be formally submitted to IVGID by ITF. These include, but are not limited to:

1. Site approval by the IVGID BOT.
2. What is the timing of the project – current or next fiscal year?
3. What is the total budget and ongoing costs for the project?
4. What is the timing for TRPA to look at the site?
5. Is the site in a designated stream zone?
6. What permits are required and the cost of those permits?
7. What engineering is required by Washoe County and the cost of that engineering?
8. What are IVGID labor and construction costs?
9. Does IVGID factor in staff time within its budget for these projects? What are the rates?
10. What are the bidding processes?
11. What is the timing of the bidding process?
12. Does IVGID allow directed procurements?
13. What is IVGID's procedure for approving donated assets?
14. What are the projected on-going maintenance costs and who is the responsible party or parties. Will IVID require an established endowment fund?
15. Any other issues that arise.





**June 19, 2024**

**Page 2**

The board of ITF would again like to reiterate our support for the War Memorial project presented by Michael Gross at the May 8, 2024 IVGID Board of Trustees meeting. As indicated in the historical perspective of ITF, submitted to the BOT as part of the public record on May 20, 2024, ITF has always valued its relationship with IVGID. Together, we have collaborated on successful projects that have benefitted the community. It is because of generous donors, like Mr. Gross, that we are able to provide residents and visitors with recreational opportunities and places for remembrance and patriotism that Incline Village would not otherwise have. Because the War Memorial project fits with ITF's mission statement, the foundation would be honored to work with IVGID.

ITF recognizes that board approval is the first step in determining the full scope of the agreement between ITF and IVGD. It is ITF's sincere hope that IVGID recognizes the generosity of Mr. Gross and the value of the project.

**War Memorial Plaza  
DRAFT Grant Agreement**

This Subcontract is made and entered into as of this (XX) day of July 2024 by and between the Incline Village General Improvement District ("District"), a municipal corporation and Incline Parks and Recreation Vision Foundation, Inc. dba Incline Tahoe Foundation (ITF), a 501(c)(3) corporation.

**RECITALS**

- A. Whereas, the DISTRICT owns certain real property known as the Village Green located along Incline Way, Incline Village, NV 89451, APN 131-240-02;
- B. Whereas, Village Green includes an elevated terrace at the northern most end of the parcel which is available to both Residents and Non-Residents. Designated the "Memorial site".
- C. Whereas, a private community member ("DONOR") is interested in the emplacement of a Memorial Plaza at the Village Green and who has approved grant funds to Incline Tahoe Foundation (ITF) to provide non-profit status and act as the lead organization to work with DISTRICT (See Exhibit A - Commitment Letter)
- D. Whereas, the DISTRICT desires ITF to assist with funding of the Memorial Plaza installation;
- E. Whereas, the District possesses the skills, tools, and knowledge to perform such installation; and
- F. Whereas, ITF possesses the skills, tools, and knowledge to perform grant management for installation of the Memorial Plaza.
- G. Whereas, a Directed Procurement means procurement of an item or task where the source of the funds (DONOR) directs from whom the item is to be procured or imposes requirements on how the procurement is to be administered.

Now therefore, the parties agree as follows:

**1. Facilities Defined.**

- 1.1 Included Facilities. The following list of facilities (are subject to this agreement and included within the Scope of responsibilities set forth herein:
  - 15-foot depth by 25-foot width plot of land
  - Cobblestone Plaza
  - War Memorial

- Three 25-foot Flag Poles and flags
- Veterans Memorial (unfunded option)
- Two Granite Benches (unfunded option)

1.2 **Excluded Facilities.** The following facilities are not subject to this agreement and remain the DISTRICT's responsibility for operation and maintenance:

- Irrigation and Watering System; repair and replacement.
- Parking Lots and ADA Parking
- Park – Trash/Recyclable
- On-going maintenance of the Village Green.

2. **Scope of Work.** The DISTRICT shall provide all management, supervision, estimating, labor, materials, tools, and equipment necessary for the performance of and installation for work described in the Statement of Work (SOW) issued by the ITF and accepted by the DISTRICT.

This Subcontract consists of the following listed documents:

- Work Breakdown Structure (WBS) – Exhibit B
- Statement of Work (SOW) – Exhibit C
- Design Specification – Exhibit D

3. **Donated Assets.** The Monument will be donated to the DISTRICT as a tangible Asset. The DISTRICT will have final approval of the proposed design (material, dimensions, inscriptions) and full cognizance and oversight of the Monument's installation on IVGID Property.

3.1 **The Granite Monument Quarry & Fabrication.** The design of the proposed War Memorial was selected from the proprietary design portfolio of West memorials, who specializes in Veteran & War memorials. This design is their intellectual property. Furthermore, the size and weight of the proposed Monument exceeds the capability/capacity of most monument fabricators. This shall include all transportation, crane, and installation efforts.

Paul West  
 West Memorials,  
 2481 Broad Avenue, Memphis, TN 38112  
 (901) 767-0026

4. **Directed Procurements.** Due to the limited scope of the cobblestone plaza, DONOR has elected to direct from whom the following item is to be procured and administered. The DISTRICT will follow its existing solicitation and procurement practices.

- 4.1 Granite Cobblestone Plaza. The simplicity and small size of the granite cobblestone plaza leads to an installation cost that is approximately 75 percent granite cobblestone material, independent of any Contractor. Furthermore, Johansen Masonry has a longstanding and proven reputation for fabricating masonry projects (fireplaces, columns, patios, etc.) at the best estates in Incline Village. To expedite the source selection process, the DISTRICT shall, using its existing procurement solicitation & quotation processes, to secure a firm bid from,

Lance Broderoff  
Johansen Masonry,  
11036 W River St, Truckee, CA 96161,  
(530) 587-2259

5. **Inspection and Maintenance.** The DISTRICT agrees to inspect and maintain the Memorial Plaza pursuant to the terms and conditions of this Agreement. In addition, the Veterans Club on Incline Village has agreed (Exhibit E) to maintain the 3 flags (American, Nevada State, and MIA/POW), to remove and replace as necessary and to keep the Granite Monuments free from dirt and graffiti.
6. **DISTRICT Responsibilities.** The DISTRICT shall be responsible for the following:
- 6.1 Utilities. The DISTRICT shall be responsible for payment of all Village Green utilities.
- 6.2 Design, Permitting and Construction. Upon completion of the design and approval by the DISTRICT, ITF and the DONOR for the Memorial Plaza Installation, the District will follow Nevada Revised Statutes (NRS) 338 in publicly bidding the construction of the project. All permitting efforts for construction with Washoe County and the Tahoe Regional Planning Agency will be led by the DISTRICT.
- 6.3 Coordination and Communication. The DISTRICT shall provide a staff person who shall serve as the primary contact for coordination and direction of DISTRICT obligations under this agreement. Said staff person shall be the DISTRICT's Director of Parks and Recreation unless a different contact person is designated by the DISTRICT. All references in this agreement to coordination and communication with the DISTRICT shall be directed to the Director of Parks and Recreation or the designee. ITF shall also designate a primary point of contact for all coordination and direction of ITF obligations under this agreement. The primary point of contact must be a resident of Incline Village, NV.

- 6.4 Applications and permits for events which constitute Special Events as defined by the DISTRICT will be handled through the DISTRICT's Special Event permitting process. This includes, but is not limited to, any and all permits with Washoe County and the Tahoe Regional Planning Agency.
7. **ITF Responsibilities.** ITF shall perform the responsibilities as defined in the grant agreement with the DONOR, including management of grant funds and reporting.
8. **Compensation and Payment.** For the full and complete performance of all of its obligations hereunder, the DISTRICT agrees to accept, and ITF agrees to pay the budgeted sum defined in each WBS item issued and accepted, which sum includes all taxes, fees or other expenses which may be applicable. Said sum shall be paid in periodic installments due to the DISTRICT with ten (10) days of receipt of such invoices by ITF. The DISTRICT shall, upon request of ITF, furnish subordinate invoices, payroll reports, and such other documentation as ITF may need to satisfy periodic payment requests. ITF shall promptly communicate the DISTRICT's invoices to the DONOR.
9. **ITF Fees.** ITF charges its Partner Organizations and Individual Donors up to 3% of the grant amount or donations for Administration Fees to be used by ITF for the administration of the non-profit. An agreed upon amount between ITF, the DONOR, and the DISTRICT shall be withheld by ITF for this purpose.
10. **Restrictions.** The DONOR has elected to forgo any rights to a Donor plaque or any other form of Donor recognition. Furthermore, the inclusion of any form of tributary plaques & monuments, donor bricks, or any other form of named recognition at or adjacent to the site is prohibited. It is felt that such named community member tributes, no matter how warranted, diminishes the sacrifices made by the so many heroic men and valiant women who perished in service to our country.

## 11. Term of Agreement.

- 11.1 Term length. This Agreement shall commence on the effective date of this Agreement and continue through the conclusion of the Memorial Plaza Installation Project.
- 11.2 Termination for Cause. ITF may terminate this Subcontract, or any part hereof, for cause in the event of any default by the DISTRICT, or if the DISTRICT fails to comply with any contract terms and conditions, or fails to provide the ITF, upon request, with adequate assurances of future performance. Before doing so, the ITF must issue a Cure Notice to the DISTRICT. The cure notice identifies any deficiency in a contractor's performance that the ITF considers to endanger performance of the Subcontract, and warns the DISTRICT that the Subcontract may be

terminated for default if the problem is not "cured" or addressed, within a specified time period.

- 11.3 Early Termination. In the event of this Subcontract being terminated early, all termination & closeout costs will be paid and the remaining grant funds secured for the Memorial Plaza Installation Project will be returned to the DONOR.

## 12. Limitations of Liability.

- 12.1 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, the DISTRICT agrees not to assert against ITF any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the Services by the DISTRICT under this Agreement, and the DISTRICT waives any such claim, demand or suit against ITF.
- 12.2 Exclusivity. The provisions of this section constitute ITF's exclusive liability and the DISTRICT's sole remedy with respect to ITF's performance of the Services and the DISTRICT hereby expressly and knowingly releases ITF from any further liability.
- 12.3 Fines and Penalties. If during the term of this Subcontract any governmental or regulatory authority or agency assesses any fines or penalties against the DISTRICT arising from the DISTRICT's failure to execute its responsibilities in accordance with applicable laws, such fines and penalties shall be the sole responsibility of the DISTRICT.

13. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to DISTRICT: Director of Parks and Recreation  
Incline Village General Improvement District  
980 Incline Way  
Incline Village, Nevada 89451

Provide a copy to: BBK Attorneys At Law  
500 Capitol Mall, Suite 2500  
Sacramento, CA 95814

If to the ITF:                    Incline Tahoe Foundation  
   Memorial Plaza Installation Project  
   948 Incline Way  
   Incline Village, Nevada 89451

- 14. Assignment.** This agreement is personal to ITF. As such, ITF has no right to assign any part of this agreement, or any part of its obligations under this agreement in whole or in part. ITF may not grant concessions in or upon the Property or to, at, and about the Facilities without the prior written approval of the DISTRICT. Neither this agreement nor any interest in this Agreement shall be assignable without the prior written consent of the DISTRICT.
- 15. Legal Authority, Licenses, Permits.** ITF represents and warrants to the DISTRICT that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of ITF to conduct all work and responsibilities contemplated by this Agreement. ITF represents and warrants to the DISTRICT that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of ITF to conduct all work and responsibilities contemplated by this Agreement.
- 16. Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 17. Good Faith.** The parties agree to exercise reasonable efforts and good faith to effectuate the terms and conditions of this Agreement.
- 18. Controlling Law Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of Nevada and any action brought relating to this Agreement shall be held exclusively in the Incline Village – Crystal Bay Township Justice Court.
- 19. Amendments.** This Agreement may be modified or amended only by a written document executed by both ITF and the DISTRICT and approved as to form by the DISTRICT's Counsel.
- 20. Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 21. Entire Agreement.** This Agreement constitutes the complete and exclusive statement of Agreement between ITF and the DISTRICT. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

**22. Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**23. Authority to Enter Agreement.** Each party has all requisite power and authority to execute, deliver, and perform under this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**Incline Tahoe Foundation:**

By \_\_\_\_\_  
Dolores Holets, President  
Incline Tahoe Foundation

By \_\_\_\_\_  
Fonda Murch, Treasurer  
Incline Tahoe Foundation

**Incline Village General Improvement District:**

**ATTEST:**

By \_\_\_\_\_  
Bobby Magee, IVGID General Manager

By: \_\_\_\_\_  
Susan Herron, IVGID District Clerk



**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Sergio Rudin, IVGID General Counsel

**Attachments:**

Exhibit A – Letter of Commitment to ITF from the Michael Gross Family Charitable Fund (DONOR)

Exhibit B – Work Breakdown Structure (WBS)

Exhibit C – Statement of Work (SOW)

Exhibit D – Design Specification

DRAFT

**EXHIBIT A**

DRAFT



Michael Gross  
786 Burgundy Road  
Incline Village, NV  
April 29, 2024

Ms. Dolores Holets  
Board President  
Incline Tahoe Foundation  
948 Incline Way  
Incline Village, NV 89451

Dear Dolores,

The Michael Gross Family Charitable fund is pleased to inform the Incline Tahoe Foundation (ITF) that, subject to the execution of a mutually acceptable Grant Agreement between ITF and IVGID, a grant amount of up to \$110,000 has been allocated for the Incline Village Green War Memorial Project, located along Incline Way. This letter of commitment precedes the formal Grant Agreement and is based upon the attached engineering estimate, titled Incline Village Green Memorial Plaza.

Upon approval of the project by the IVGID Board of Trustees, ITF will work with IVGID to determine the structure and timing of payments for the project, for Engineering support, cobblestone Plaza installation, flag pole installation, and monument fabrication & installation. Once the formal design has been completed and approved, IVGID will send out RFQ's for bids on the project. These documents will become the formal exhibits attached to the grant between ITF and IVGID.

I am looking forward to working with the Incline Tahoe Foundation in its important work in support of the Incline Village community. This Memorial will bring a greater sense of community and a shared remembrance of those who sacrificed their lives in service to our country. I also believe it would be an excellent way to show support to our Incline Village & Crystal Bay Veterans, Family, and Active Duty Military. It would be a wonderful gathering place for our National Commemorations (Memorial Day, July 4<sup>th</sup>, Veterans Day) and support any number of other IVGID & local activities.

Sincerely,

*Michael Gross*

Copy:  
IVGID Board of Trustees