

B.10 Staff Report (For Possible Action): Approval of Temporary License for Reno Initiative for Shelter and Equality (RISE) to Enter Upon City-owned Property to conduct the Truckee River Urban Tree Workforce Program.

STAFF REPORT

Date: January 22, 2025

To: Mayor and City Council

Through: Jackie Bryant, City Manager

Subject: Staff Report (For Possible Action): Approval of Temporary License for Reno Initiative for Shelter and Equality (RISE) to Enter Upon City-owned Property to conduct the Truckee River Urban Tree Workforce Program.

From: Karina Mercier, Project Manager

Department: Parks and Recreation

Summary:

The City of Reno Parks and Recreation department is supporting the collaborative effort between the Reno Initiative for Shelter and Equality (RISE), One Truckee River (OTR) and the Truckee Meadows Parks Foundation (TMPF) to establish the Truckee River Urban Tree Workforce Program. The program aims to conduct restorative vegetation management east of downtown Reno (S Arlington Avenue to Galletti Way) along the Truckee River corridor, while also providing education, on-the-job training, and certification opportunity to community members facing barriers to employment. The site access agreement, if approved, would grant permission to RISE to access the City-owned property along the Truckee River corridor for the purpose of conducting this workforce program.

Consent Review	Yes	No
1. Is this item an annual or standard item that comes before Council for regular approval?		X
2. Is this item an agreement required based on an item previously approved by Council?	X	
3. Is this item included in the current budget approved and adopted by Council?		X
Other Considerations		
What percent of the total City budget does this item represent?	0%	

Alignment with Strategic Plan:

Economic and Community Development
Arts, Parks, and Historical Resources

Previous Council Action:

There is no recent Council action relevant to this item.

Background:

The Truckee River Urban Tree (TRUT) Workforce Program is a pilot Program that trains people in tree care, urban and community forestry, and biodiversity with on-the-job training and certification opportunities while conducting tree care and vegetation management work along the Truckee River Corridor from Lake Street to Galletti Way in the City of Reno.

The TRUT Workforce Program is a collaborative effort with multiple entities: program administration, reporting and coordination efforts are led by, RISE manages/supervises the crew and collects data, TMPF provides on-the job training and education and the City of Reno, Carson-Truckee Water Conservation District, and Nevada Division of Forestry provide guidance and direction. Reno Initiative for Shelter and Equality (RISE) manages/supervises the Crew and collects data. Truckee Meadows Park Foundation provides the Crew with education and on-the-job training.

The Program will provide technical instruction to Crew Members in forestry and structured on-the-job training centered in tree care, urban and community forestry, and long-term resilience in forest biodiversity that includes ongoing tree care and protection, tree identification, planning techniques, environmental and social benefits of trees, landscape planning and work principles focused on creating a climate refugia, soils and soil preparation, pruning techniques, tree fertilization and mulching, urban wood utilization, unique maintenance for riparian and upland trees, pest preparedness activities, and appropriate watering practices.

Discussion:

The proposed Temporary License to Enter Upon Property allows RISE to access City-owned parcels consisting of parks, pathways and riverbanks adjacent to the Truckee River, from South Arlington Avenue to Galletti Way, for the purpose of conducting the TRUT Workforce Program.

The TRUT Workforce Program outcomes and deliverables are focused on increasing Reno's urban tree canopy in City of Reno's urban Disadvantage Communities that are experiencing severe canopy disparity (only 5-13% canopy cover per the American Forests' Tree Equality Score). The hired TRUT Workforce crew will perform the following activities to reach these outcomes:

- Wrapping tree bases with chicken wire and/or paint to protect them from beaver damage
- Remove invasive trees
- Remove dead/declining trees
- Reestablish and plant new native trees
- Collect tree inventory data

- Repair urban riparian and uplands areas
- Evaluate and strategy to maximize tree survival rates

The proposed license will expire on December 31, 2027. If the TRUT Workforce Program continues to secure funding for years beyond 2027, a renewal of this license will be brought forward for Council consideration at that time.

Financial Implications:

None at this time.

Legal Implications:

Legal review completed for compliance with City procedures and Nevada law.

Recommendation:

Staff recommends Council approval of the Temporary License to Enter Upon Property Reno Initiative for Shelter and Equality (RISE) to support the Truckee River Urban Tree Workforce Program.

Proposed Motion:

I move to approve the Temporary License to Enter Upon Property Reno Initiative for Shelter and Equality (RISE) to support the Truckee River Urban Tree Workforce Program.

Attachments:

Temporary License to Enter Upon Property for Reno Initiative for Shelter and Equality (RISE)

TEMPORARY LICENSE TO ENTER UPON PROPERTY

This Temporary License to Enter Upon Property entered into this ____ day of _____ 2024, by **CITY OF RENO, a Nevada municipal corporation**, ("CITY"), gives permission to the 501(c)(3) nonprofit, Reno Initiative For Shelter and Equality ("RISE") and its agents and contractors to enter upon various parcels owned by CITY ("PROPERTY"), further described in Exhibit "A" and located in Reno, Nevada for a period of time commencing January 22, 2025 and terminating on or before December 31, 2027 for the purpose of conducting workforce development and vegetation management activities.

RECITALS

WHEREAS, the CITY is owner of the attached various Assessor Parcel Numbers described in Exhibit "A", consisting of parks, pathways and riverbanks located adjacent to the Truckee River, Reno, Nevada from South Arlington Avenue to Galletti Way.

WHEREAS, RISE desires to enter upon the various City owned properties to conduct tree care focused on the workforce development work to increase Reno's urban tree canopy by:

- A. Wrapping tree bases with chicken wire and/or paint to protect them from beaver damage
- B. Remove invasive trees
- C. Remove dead/declining trees
- D. Reestablish and plant new native trees
- E. Collect tree inventory data
- F. Repair urban riparian and uplands areas
- G. Evaluate and strategy to maximize tree survival rates

WHEREAS, the CITY desires to give permission to RISE to enter upon the City owned properties described in Exhibit "A" for the purpose and reasons stated above.

NOW, THEREFORE, in consideration with respect to the above recitals, the CITY gives permission to RISE to enter upon the various City owned properties described in Exhibit "A" for the purpose of having access to the PROPERTY for the period commencing on January 22, 2025 and terminating on December 31, 2027 for the purpose of conducting channel maintenance including debris removal.

1. This License is to be governed by and construed in accordance with the laws of the State of Nevada.
2. Both CITY and RISE represent they have the authority to sign this License and has had sufficient opportunity to have an attorney of their choice review this License.
3. RISE will pay for any and all damages sustained to the above described property as a result of their activities and the activities of its agents and contractors.
4. RISE for the duration of this Temporary License to Enter Upon Property, will indemnify, hold harmless and defend CITY from and against liability for loss, damage or liability CITY may suffer

Final License

or sustain by reasons arising from the performance of the activity identified above by RISE, its agents and contractors. Liability includes all claims, actions, damages, losses, judgments, injuries, costs and expenses including, but not limited to, reasonable attorney's fees and costs.

5. RISE acknowledges and agrees that it is entering and using the Premises in its "as is" condition and all activities of License, its agents and contractors are performed at its own risk.

6. RISE, its agents and contractors shall maintain, for a two-year period of time after termination or revocation of this License, comprehensive general liability insurance for limits of not less than two million dollars (\$2,000,000) for bodily injury and property damage, per occurrence. As evidence of liability insurance coverage, the City will accept certification of insurance issued by an authorized representative of the insurance carrier. Each certificate shall contain a 30-day written notice of cancellation to the certificate holder and shall name the City as an additional insured for any reason other than non-payment of premium. For non-payment of premium at least 10-day written notice of cancellation for non-payment of premium.

7. No legal title or leasehold interest in the Property is created or vested in RISE by the grant of this License. Use of the Property shall be limited to the scope of this License.

8. This License and rights conveyed herein are subordinate to the City's rights and abilities to determine, in its sole discretion, what is in the best interest of the public with respect to use and maintenance of the subject property, as such all or a portion of the rights conveyed by this License could be superseded and replaced for other public uses.

9. RISE, its agents and contractors shall not use the Property which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

10. City may revoke this License at will by having a written revocation notice delivered to the other party prior to the termination date specified in the notice.

11. City will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes.

12. Any and all notices, requests, demands or other communications to or upon a party in connection with this License shall be in writing and shall be personally delivered or sent by telecopy or other electronic facsimile transmission, or by certified mail postage prepaid, to the respective designated representative and at the following address or an address for each party as designated from time to time:

CITY: City of Reno
Attn: Lori Miles, Property Agent
1 East First Street, 12th Floor
Reno, Nevada 89501

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RISE: The Reno Initiative for Shelter and Equality
Attn: Benjamin Castro, Executive Director
605 S 21st St.
Sparks, NV 89431

13. No right hereunder may be assigned, divided, transferred, encumbered or granted by RISE; and (ii) RISE may not sublet, grant a sub-easement or any license or permit any use of the Premises for anything other than for the purposes and within the limitations stated above.

14. This License is terminated on December 31, 2027.

CITY OF RENO, a Nevada municipal corporation

By: _____
Hillary L. Schieve, Mayor

ATTEST:

By: _____
Mikki Huntsman, City Clerk

APPROVED AS TO FORM:

By: _____
Jonathan Shipman
Chief Deputy City Attorney

The Reno Initiative for Shelter and Equality

By: _____
Benjamin Castro, Executive Director

EXHIBIT “A”
CITY OF RENO OWNED TRUCKEE RIVER ACCESS PARCELS
Available for Workforce Development and Vegetation Management Activities by
RENO INITIATIVE FOR SHELTER AND EQUALITY

# of parcels	APN	Acreage
1	011-111-20	1.69
2	011-111-27	0.411
3	011-606-04	1.04
4	012-015-09	1.402
5	012-016-13	0.402
6	012-071-23	0.981
7	012-051-22	1.631
8	012-051-30	1.596
9	012-391-08	0.582
10	011-450-01	0.544
11	011-450-31	1.03
12	012-292-05	5.574
13	012-302-13	0.039
14	012-301-16	3.99
Total		20.912