

City of Carson City
Agenda Report

Item # 4-3C

Date Submitted: July 8, 2008

Agenda Date Requested: July 17, 2008

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: Action to approve a resolution amending the interlocal contract approved by the Board of Supervisors pursuant to Resolution No. 2007-R-17 to provide for an expiration date extension to June 30, 2009, with the Carson Water Subconservancy District for \$80,000 in grant funds for various site improvements at Carson City's Morgan Mill Road River Access Area.

Staff Summary: City staff applied for and received grant funds in the 2007/2008 funding cycle from the Carson Water Subconservancy District (CWSD) to make site amenity, river bank stabilization, and water quality improvements to City property commonly known as the Morgan Mill Road River Access Area. Typically, CWSD grants are for one year. If the Board of Supervisors approves this addendum to the interlocal contract, it will allow City staff to proceed with the project within the 2008/2009 funding cycle.

Type of Action Requested: (check one)

☒ Resolution

☐ Ordinance

☐ Formal Action/Motion

☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to approve a resolution amending the interlocal contract approved by the Board of Supervisors pursuant to Resolution No. 2007-R-17 to provide for an expiration date extension to June 30, 2009, with the Carson Water Subconservancy District for \$80,000 in grant funds for various site improvements at Carson City's Morgan Mill Road River Access Area.

Explanation for Recommended Board Action: Morgan Mill Road River Access Area is an important component of the Unified Pathways Master Plan. It provides an important river rafting Class I section "take out" point and Class III section "put in" point along the water trail. On June 8, 2008, the Board of Supervisors approved the Morgan Mill Road River Access Area conceptual site development plan. A number of improvements are planned at this site, including riverbank stabilization, wildlife habitat improvements, floodplain reshaping, and recreational site amenities. If the addendum to the interlocal contract is approved, it will allow the previously approved grant funds from the CWSD to assist in the continued funding of site development planning, design, development of construction documents, environmental permitting, and surveying costs.

Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. 277.180

Fiscal Impact: N/A

Explanation of Impact: Approval of this addendum to the interlocal contract will provide Carson City with funds to continue the planning and design for improvements at this project site. In addition, this grant requires no City funding match requirements to acquire these funds.

Funding Source: Account Number 275-5017-452-7801

Alternatives: Request City staff to make changes to the addendum

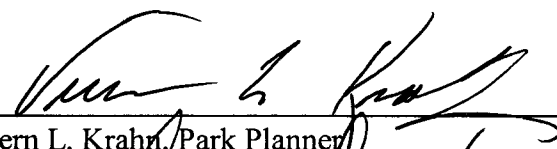
Supporting Material:

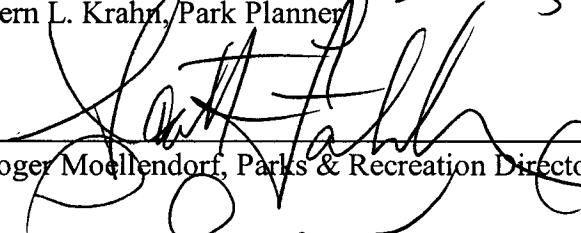
New Resolution (Exhibit A)

Addendum to Interlocal Contract #2007-6 (Exhibit B)

Original Resolution No. 2007-R-17 (Exhibit C)

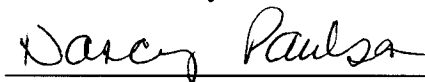
Approved Site Development Plan (Exhibit D)

Prepared By:  **Date:** 7.8.08
Vern L. Krahn, Park Planner

Reviewed By:  **Date:** 7.8.08
Roger Moellendorf, Parks & Recreation Director *(for KM)*

 **Date:** 7.8.08
Larry Werner, City Manager

 **Date:** 7.8.08
District Attorney's Office

 **Date:** 7.8.08
Finance Department

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay

2: _____

(Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION AMENDING THE AGREEMENT TO PERFORM MORGAN
MILL ROAD STREAMBANK STABILIZATION, FLOOD PLAIN MODIFICATION,
AND INVASIVE WEED CONTROL PROJECTS BETWEEN CARSON CITY AND
CARSON WATER SUBCONSERVANCY DISTRICT

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

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

WHEREAS, the parties to the Agreement to perform Morgan Mill Road Streambank Stabilization, Flood Plain Modification, and Invasive Weed Control projects ("Agreement") are Carson City and the Carson Water Subconservancy District; and

WHEREAS, all parties to the Agreement are political subdivisions of the State of Nevada; and

WHEREAS, the Agreement was approved by the Carson City Board of Supervisors on July 19, 2007 as Interlocal Contract #2007-6. A copy of the agreement is attached to this Resolution as Exhibit "A"; and

WHEREAS, all parties to the Agreement desire to amend such Agreement as required by NRS 277.045 to provide that the Agreement shall expire on June 30, 2009; and

NOW, THEREFORE, BE IT RESOLVED that the Amendment to the Agreement is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Amendment to the Agreement shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to Carson Water Subconservancy District.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed
and adopted this _____ day of _____, 2008 by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

ATTEST:

Alan Glover, Clerk/Recorder
Carson City, Nevada

Marv Teixeira, Mayor
Carson City, Nevada

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District
To Carson City for Morgan Mill Project

THIS CONTRACT dated this 19th day of July, 2007, is entered into by and between CARSON CITY, a political subdivision of the State of Nevada and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, CARSON CITY is a governmental subdivision of the State of Nevada and therefore a public agency under NRS 277.100; and

WHEREAS, CWSD is a water subconservancy district created and organized under the provisions of Chapter 541 of NRS; and

WHEREAS, this Contract is entered into under the provisions of NRS 277.180 and accordingly must be ratified by appropriate official action of the governing body of each party as a condition precedent to its entry into force; and

WHEREAS, CARSON CITY is proposing to perform activities connected to the Morgan Mill Road Streambank Stabilization, Flood Plain Modification, and Invasive Weed Control projects; and described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$80,000.00 for fiscal year 2007-08 beginning July 1, 2007, and to grant CARSON CITY said amount in order to assist with the projects set forth in Exhibit "A".

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follow:

1. CWSD hereby grants to CARSON CITY up to \$80,000.00 for fiscal year 2007-08 beginning July 1, 2007, and to grant CARSON CITY said amount in order to assist with the projects set forth in Exhibit "A"
2. CARSON CITY will submit requests for funding periodically over the fiscal year. The request for funding shall be accompanied by a description of what the funds were used for and shall reference this Contract.
3. CWSD commits to pay the approved amount of the request to CARSON CITY within four (4) weeks of said request.
4. CWSD shall have no responsibility for costs exceeding \$80,000.00.
5. This Contract shall terminate June 30, 2008, at which time CARSON CITY shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
6. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
7. a. Consistent with paragraph 6 of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions,

damages, losses, and expenses, including, but not limited to, reasonable attorneys fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

8. For invoicing and notice purposes, the address of each party is as follows:

CARSON CITY
Attn.: Roger Moellendorf
Director, Parks & Recreation
3303 Butti Way, Bldg. #9
Carson City, NV 89701
(775) 887-2363 x 1001

CWSD
Attn.: Edwin James
General Manager
777 E. William St., #110
Carson City, NV 89706
(775) 887-7456

9. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.

10. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.

11. This Contract may only be amended by consent of both parties. Any

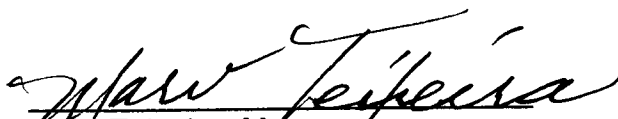
amendments must be written and executed with the same formality as this Contract.

12. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
13. This Contract becomes effective when it is ratified by the appropriate official action of the governing body of each party.
14. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
15. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first written above.

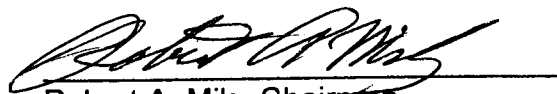
DATED: 7.20.07

CARSON CITY

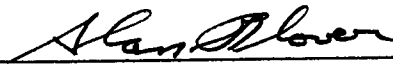

Mark Teixeira, Mayor

DATED: 6/20/07

CARSON WATER
SUBCONSERVANCY DISTRICT


Robert A. Milz, Chairman

ATTEST:


~~Kathryn McLaughlin~~
~~Recording Secretary~~
Alan Glover, Clerk-Recorder

ATTEST:

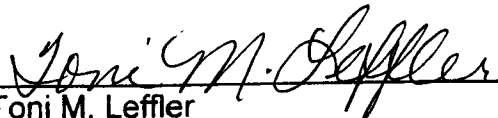

Toni M. Leffler
Secretary to the Board

EXHIBIT "A"

This project has three components: 1) streambank stabilization, 2) invasive weed control, and 3) flood plain modification by removal of existing soil berm and flood plain contouring. The streambank stabilization will occur upstream from the proposed concrete boat ramp and includes modification of a riverbank undercut with a 5-6 foot eroded bank. The undercut occurs on the outer edge of the Carson River and, over time, results in further eroding of the riverbank. This project will modify and stabilize the existing topography to a gradual incline towards Morgan Mill Road. The invasive weed control will include mechanical and/or herbicide treatment to Tamarisk, Russian Olive, and Tall Whitetop. Currently, a large soil berm exists within the Carson River flood plain. The project will remove this soil mound and recontour the streambank to allow the Carson River to overflow into this new flood plain area during flood events. If awarded, the grant funds will be used for both design fees and construction costs.

**ADDENDUM TO INTERLOCAL CONTRACT #2007-6
ADDRESSING FUNDING FROM
SUBCONSERVANCY DISTRICT TO
CARSON CITY FOR MORGAN MILL PROJECT**

WHEREAS, on July 19, 2007 the CARSON WATER SUBCONSERVANCY DISTRICT (hereinafter referred to "CWSD") and CARSON CITY (hereinafter referred to as "CARSON CITY") entered into an Interlocal Contract (hereinafter "2007 Interlocal Contract") addressing funding from CWSD to CARSON CITY for Morgan Mill Road Streambank Stabilization, Flood Plain Modification and Invasive Weed Control projects ('the Project'); and

WHEREAS, it has been determined that the 2007 Interlocal Contract needs to be extended for another year;

NOW, THEREFORE IT IS AGREED:

1. The 2007 Interlocal Contract shall be extended one year and shall terminate June 30, 2009.
2. All other terms of the 2007 Interlocal Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the day and year first written above.

DATED: _____

CARSON CITY

Marv Teizeira, Mayor

DATED: 6/18/08

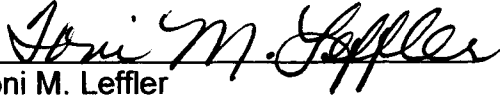
CARSON WATER
SUBCONSERVANCY DISTRICT


Gwen Washburn, Chairman

ATTEST:

Kathryn McLaughlin
Recording Secretary

ATTEST:


Toni M. Leffler
Secretary to the Board

RESOLUTION NO. 2007-R-17

A RESOLUTION ADOPTING AND APPROVING THE AGREEMENT TO
PERFORM MORGAN MILL ROAD STREAMBANK STABILIZATION, FLOOD
PLAIN MODIFICATION, AND INVASIVE WEED CONTROL PROJECTS
BETWEEN CARSON CITY AND
CARSON WATER SUBCONSERVANCY DISTRICT

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

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

WHEREAS, the parties to the agreement to perform Morgan Mill Road Streambank Stabilization, Flood Plain Modification, and Invasive Weed Control projects entered into between Carson City and Carson Water Subconservancy District desire to adopt and approve such agreement as required by NRS 277.045. A copy of the agreement is attached to this Resolution as Exhibit "A;" and

WHEREAS, all parties to the agreement to perform Morgan Mill Road Streambank Stabilization, Flood Plain Modification, and Invasive Weed Control projects entered into between Carson City and Carson Water Subconservancy District are political subdivisions of the State of Nevada.

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the agreement to perform Morgan Mill Road Streambank Stabilization, Flood Plain Modification, and Invasive Weed Control projects entered into between Carson City and Carson Water Subconservancy District are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the agreement to perform Morgan Mill Road Streambank Stabilization, Flood Plain Modification, and Invasive Weed Control projects entered into between Carson City and Carson Water Subconservancy District shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to Carson Water Subconservancy District.

Upon motion by Supervisor Pete Livermore, seconded by Supervisor Shelly Aldean, the foregoing Resolution was passed and adopted this 19th day of July, 2007 by the following vote:

AYES: Robin Williamson

NAYS: None

Shelly Aldean

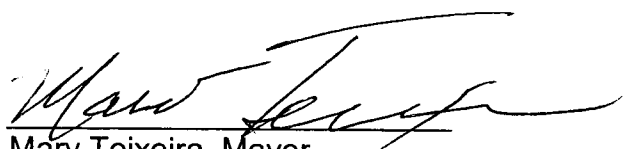
Pete Livermore

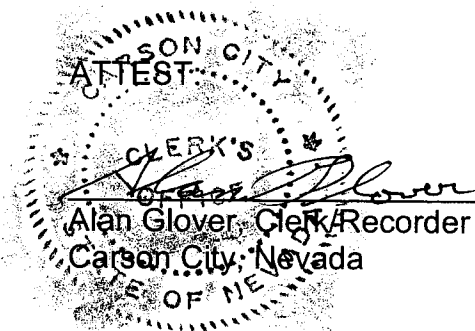
Richard S. Staub

Marv Teixeira, Mayor

ABSENT: None

ABSTAIN: None


Marv Teixeira, Mayor
Carson City, Nevada



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Planning & landscape architecture

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Fax: (520) 622-8034
http://www.landscapearchitects.com

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Tel: (408) 261-2877



EA



TYPICAL CROSS SECTION RIVER BANK STABILIZATION

NOT TO SCALE

- LEGEND**
- | | |
|---|------------------------------|
|  | DECIDUOUS SHADE TREE |
|  | EVERGREEN TREE |
|  | NATIVE LANDSCAPE AREA |
|  | REVEGETATION AREA |
|  | BANK STABILIZATION PLANTINGS |
|  | PICNIC TABLE |
|  | INTERPRETIVE SIGNAGE |



Scale: 1" = 30'