

City of Carson City
Agenda Report

Item #4-3B

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 adopt Resolution No. _____, a resolution approving an interlocal contract with the Carson Water Subconservancy District to provide \$20,000 in grant funding for wetlands enhancement and water quality improvements at Carson City's Fulstone Wetlands.

Staff Summary: City staff has applied for and received grant funding from the Carson Water Subconservancy District to perform activities connected to wetlands enhancement at the Fulstone Wetlands. The project site is located on Northridge Drive, across the street from the new Boys and Girls Club property. If the Board of Supervisors approves this interlocal contract, it will allow City staff to begin implementation of site improvements designed by Wood Rodgers, Inc.

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 adopt Resolution No. _____, a resolution approving an interlocal contract with the Carson Water Subconservancy District to provide \$20,000 in grant funding for wetlands enhancement and water quality improvements at Carson City's Fulstone Wetlands.

Explanation for Recommended Board Action: On October 19, 2006, the Board of Supervisors authorized a contract with Wood Rodgers, Inc., for rehabilitation of the existing wetlands located along Northridge Drive on the west side of the Carson City Freeway and along Lompa Lane on the east side of the Carson City Freeway. This rehabilitation project included improvements of hydrologic flow and the design of trails and signage. On October 4, 2007, and March 6, 2008, the Board of Supervisors approved amendments to the existing contract. These amendments were necessary due to the additional scope of work requested by staff, such as including the landscape component along Northridge Drive.

The Fulstone Wetlands, located on Northridge Drive and across the street from the new Boys and Girls Club property, has been identified as Phase I of the Wetlands Rehabilitation Project. A number of enhancements are planned at this site including trail improvements, sidewalk construction, revegetation, landscaping, site amenities, and interpretive signage. These grant funds from the Carson Water Subconservancy District will be used to fund activities connected to the wetlands enhancement and water quality improvement.

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

Fiscal Impact: N/A

Explanation of Impact: Approval of this interlocal contract will provide Carson City with funds to begin site improvements at the Fulstone Wetlands. In addition, this grant requires no City funding to match the grant award.

Funding Source: N/A

Alternatives:

1. Not approve the interlocal contract
2. Request City staff to make changes to the interlocal contract

Supporting Material:

Resolution

Interlocal Contract

Site Development Plan

Prepared By:

Vern L. Krahn
Vern L. Krahn, Park Planner

Date: 7, 8, 08

Reviewed By:

Roger Moellendorf
Roger Moellendorf, Parks & Recreation Director

Date:

7, 8, 08

Larry Werner
Larry Werner, City Manager

Date:

7, 8, 08

Melanie Burkette
District Attorney's Office

Date:

7, 8, 08

Nancy Paulson
Finance Department

Date:

7, 8, 08

Board Action Taken:

Motion: _____

1: _____

Aye/Nay

2: _____

(Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING THE AGREEMENT TO
PERFORM ACTIVITIES CONNECTED TO THE WETLANDS ENHANCEMENT
PHASE I (FULSTONE WETLANDS) PROJECT 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 activities connected to the Wetlands Enhancement Phase I (Fulstone Wetlands) project 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 activities connected to the Wetlands Enhancement Phase I (Fulstone Wetlands) project 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 activities connected to the Wetlands Enhancement Phase I (Fulstone Wetlands) project 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 activities connected to the Wetlands Enhancement Phase I (Fulstone Wetlands) project 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 _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this _____ day of _____, 2008 by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

ATTEST:

Marv Teixeira, Mayor
Carson City, Nevada

Alan Glover, Clerk/Recorder
Carson City, Nevada

CARSON WATER SUBCONSERVANCY DISTRICT

777 East William Street, Suite 110A

Carson City, NV 89701

775/887-7450, fax 775/887-7457

June 19, 2008

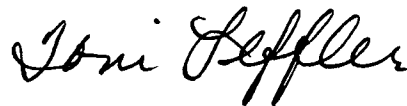
Roger Mollendorf, Director
Carson City Parks & Recreation
3303 Butti Way, Bldg. #9
Carson City, NV 89701

Re: Agreement Between CWSD and Carson City

Dear Mr. Mollendorf:

I am enclosing two originals of the Agreement #2008-5 between CWSD and Carson City for the Wetlands Enhancement Phase 1 (Fulstone Wetlands) which was approved by the CWSD Board of Directors on June 18, 2008. After your board approves the agreement, please have both copies signed, retain one for your files, and return one to us. The date upon which your board approves the agreement is the date which should be placed on the first page. Thanks for your cooperation.

Sincerely,



Toni Leffler
Administrative Assistant

Enclosures

CONTRACT #2008-5

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District
To Carson City for Wetlands Enhancement Phase 1
(Fulstone Wetlands) Project

THIS CONTRACT dated this ____ day of _____, 2008, 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 Wetlands Enhancement Phase 1 (Fulstone Wetlands) project; and described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$20,000.00 for fiscal year 2008-09 beginning July 1, 2008, 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 \$20,000.00 for fiscal year 2008-09 beginning July 1, 2008, 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 \$20,000.00.
5. This Contract shall terminate June 30, 2009, 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.

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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.

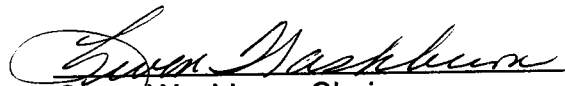
DATED: _____

CARSON CITY

DATED: 6/18/08

CARSON WATER
SUBCONSERVANCY DISTRICT

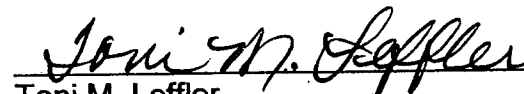
Marv Teixeira, Mayor


Gwen Washburn, Chairman

ATTEST:

ATTEST:

Kathryn McLaughlin
Recording Secretary


Toni M. Leffler
Secretary to the Board

**CARSON WATER SUBCONSERVANCY DISTRICT
REQUEST FOR FUNDING**

APPLICANT: Carson City Parks and Recreation Department
Name

3303 Butti Way, Building #9
Address

Carson City
City

Carson City
County

NV
State

89701
Zip Code

APPLICANT'S AGENT:

Vern L. Krahn, Park Planner / Ann Bollinger, Open Space Assistant
Name

3303 Butti Way, Building #9
Address

Carson City
City

Carson City
County

NV
State

89701
Zip Code

PROJECT NAME: Carson City Wetlands Enhancement, Phase I (Fulstone wetlands)

PROJECT LOCATION:

Carson City, Nevada. The Fulstone wetlands are located on the north side of Northridge Drive and west side U.S. Highway 395, across the street from the new Boys and Girls Club.

PROJECT DESCRIPTION: *Briefly describe the project. Provide maps, drawings, photographs or other information. Additional sheets may be attached.*

The Carson City Wetlands Enhancement project will provide measurable water quality improvement through wetland enhancement, creation, and management. Phase I is located across the street from the Boys and Girls Club (which will provide parking by prior agreement) and is adjacent to the Northridge Subdivision. This project consists of intensive wetland vegetation management to maintain and improve wetland functions for water quality improvement and mosquito control, revegetation treatment of adjacent upland buffer to reduce erosion potential and sediment source, trail enhancements and landscaping improvements. Existing vegetation management (weed abatement) and trash removal at the Northridge Subdivision culvert into the wetland will effectively enhance the wetland opportunity for stormwater runoff treatment by allowing flow to move through the wetlands. The Fulstone wetlands also provide access for short duration elementary school field trips, and more in-depth middle- and high-school science projects. Examples of possible educational activities include plant identification, water quality sampling, bird and insect surveys, and wildlife observations. A small kiosk or sign will be installed and describe the science of wetlands processes for water quality improvement.

PROJECT BENEFITS: *Briefly describe the benefits to be realized if the project is implemented. Additional sheets may be attached.*

The proposed project provides support in attaining objectives presented in the Carson River Stewardship Plan (May 2007). This plan identifies urban development as a potential source of non-point source pollution and the importance of functioning wetlands to alleviate such problems as well as provide many other environmental benefits. This project will assist in

alleviating non-point source pollutants from reaching the Carson River during flood events by providing upstream retention and treatment in a cost-effective manner. The Fulstone wetlands portion of the Hot Creek watershed is in an urban environment and it receives runoff from the Northridge subdivision and adjacent roadways containing pollutants such as sediment, organics, and oil and grease.

Additionally, the project has been designed to provide open space opportunities while preserving the natural elements of the site. One goal is to generate public interest and interaction by integrating the site into Boys and Girls Club after-school programs as well as local school outdoor education programs.

TOTAL ESTIMATED PROJECT COST: Phase I, Construction - \$176,109 (See attached cost estimate sheet)

AMOUNT REQUESTED FROM CWSD: \$20,000

SOURCE OF OTHER FUNDS: *List all other sources of funds to be used to match funds requested from CWSD. List the provider of the matching funds and the amount requested from each provider.*

Phase I, Planning, Permitting, and Final Design – completed

- Carson City / Open Space Program funds \$56,165

Phase I, Construction:

- Nevada Division of Environmental Protection / Clean Water Act Section 319(h) \$88,055
- Nevada State Lands / Question 1 \$68,054

ESTIMATED DATE PROJECT TO BEGIN: Design – completed Construction – Summer 2008

ESTIMATED TIME TO COMPLETE PROJECT: Summer 2009

REQUIRED APPROVALS: *List all permits, licenses and approvals, if any, that are required to complete the project. Provide the current status of each approval required. If approval has not been requested or is in progress, provide the estimated date on which approval can be expected. Additional sheets may be attached.*

The below permits, licenses, and approvals are needed, but none have been requested at this time.

- City of Carson City – Engineering/ Building Permits – estimate date of approval is six months after application

OTHER INFORMATION: *Provide any other information that may be important to the approval of this application.*

During the initial stages of project planning, Wood Rodgers on behalf of Carson City Open Space screened adjacent property owners for opinion and input regarding plans to enhance the wetlands area. See attached.

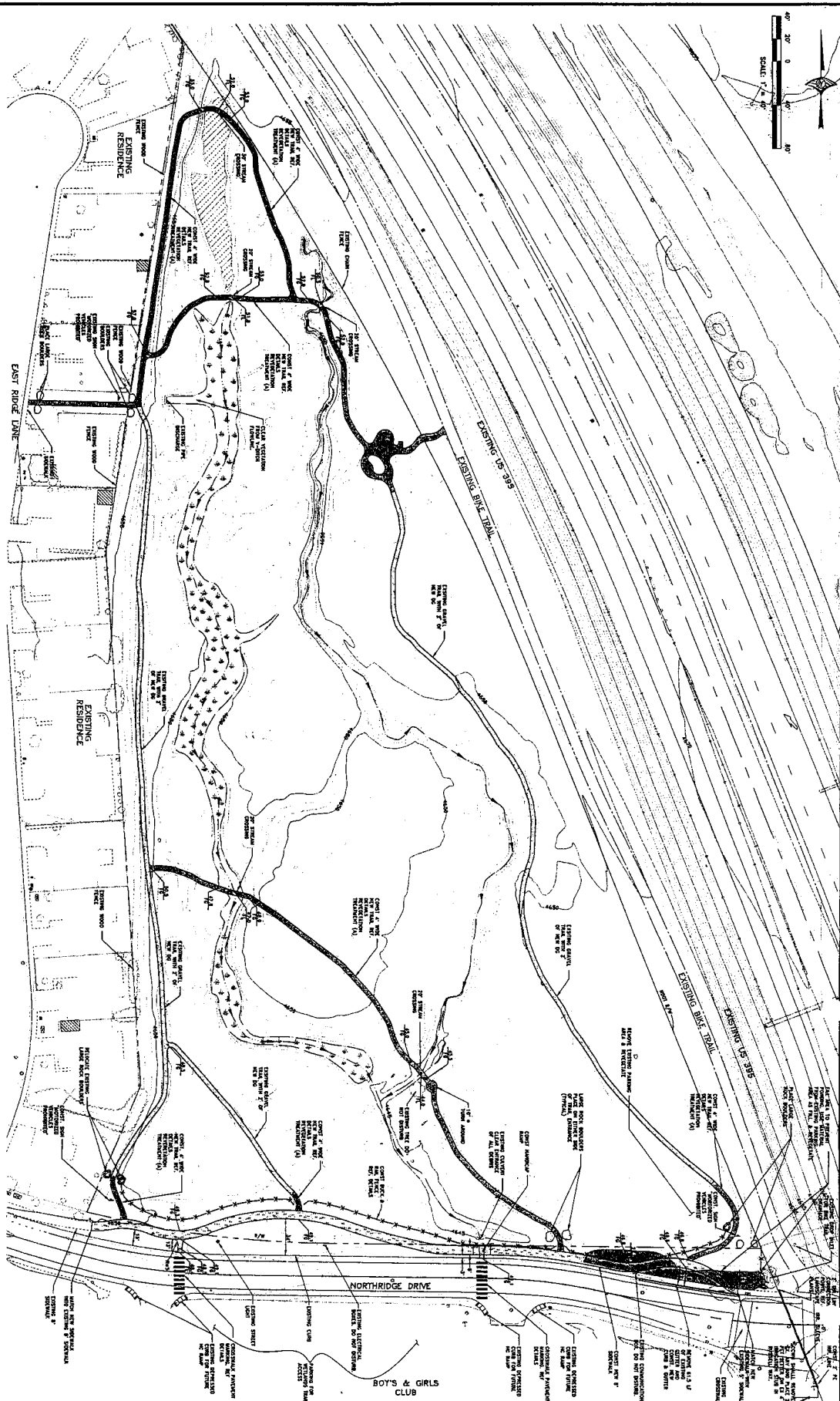
SIGNED: 

NAME: Roger Moellendorf

TITLE: Carson City Parks and Recreation Director

DATE: February 15, 2008

THE CARSON WATER SUBCONSERVANCY DISTRICT RESERVES THE RIGHT TO DENY ANY AND/OR ALL APPLICATIONS FOR FUNDING.



WOOD ROGERS
 PROFESSIONAL ENGINEER
 STATE OF NEVADA
 No. 10000
 DATE: _____

IMPROVEMENT PLANS FOR
CARSON CITY WETLANDS
 SOUTH LOOP, NORTHBRIDGE DRIVE-PHASE 1
GRADING SHEET
 CARSON CITY NEVADA

WOOD ROGERS
 890 W. New Lane, Suite 204, Las Vegas, NV 89106-0000
 Carson City, NV 89703-9641 Fax 775.686-0004

DATE: JUNE 15, 2007	NO.	DESCRIPTION
SCALE: 1" = 40'	NO.	DESCRIPTION
DRAWN BY: JLN	NO.	DESCRIPTION
DESIGNED BY: BRW	NO.	DESCRIPTION
CHECKED BY: BRW	NO.	DESCRIPTION

