

City of Carson City
Agenda Report

Item # 43A

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 \$7,500 in grant funds to plant native vegetation for erosion control and water quality improvements at Carson City's Carson River Park.

Staff Summary: City staff has applied for and received grant funds from the Carson Water Subconservancy District to plant native vegetation, control erosion and improve water quality around the existing asphalt parking lot, concrete boat ramp, and picnic area on City property commonly known as Carson River Park. If the Board of Supervisors approves this interlocal contract, it will allow City staff to begin implementation of the Phase II conceptual site development plan, approved on June 8, 2008.

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 \$7,500 in grant funds to plant native vegetation for erosion control and water quality improvements at Carson City's Carson River Park.

Explanation for Recommended Board Action: Carson River Park is a important component of the Unified Pathways Master Plan. It provides a "put in" facility for the Class I section of the water trail, as well as provide connectivity to land-based trails along the Carson River and Silver Saddle Ranch. On June 8, 2008, the Board of Supervisors approved Carson River Park's Phase II conceptual site development plan. A number of improvements are planned at this site including revegetation, a picnic shelter, additional picnic tables and parking, and interpretive signage. These grant funds from the Carson Water Subconservancy District will be specifically used to fund the revegetation of native grasses, shrubs, and trees around the existing asphalt parking lot, concrete boat ramp, and picnic area.

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 implementation of Carson River Park's Phase II conceptual site development plan. 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

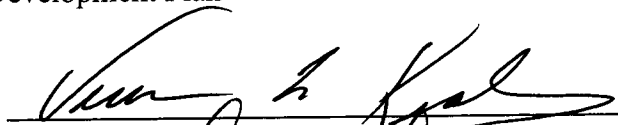
Supporting Material:

Resolution

Interlocal Contract

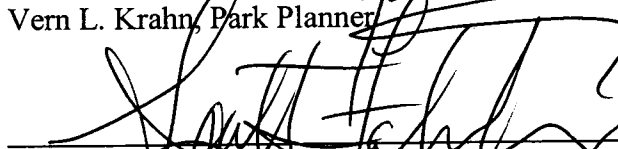
Approved Site Development Plan

Prepared By:

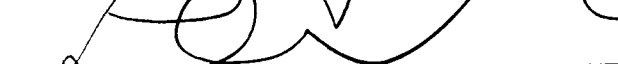

Vern L. Krahn, Park Planner

Date: 7.8.08

Reviewed By:


Roger Moellendorf, Parks & Recreation Director

Date: 7.8.08


Larry Werner, City Manager

Date: 7.8.08


District Attorney's Office

Date: 7.8.08


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 CARSON RIVER PARK
PHASE II 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 Carson River Park Phase 2 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 Carson River Park Phase 2 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 Carson River Park Phase 2 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 Carson River Park Phase 2 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 #2008-4 between CWSD and Carson City for the Carson River Park Phase 2 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

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District
To Carson City for Carson River Park Phase 2 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 Carson River Park Phase 2 project; and described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$7,500.00 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 \$7,500.00 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 \$7,500.00.
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

Marv Teixeira, Mayor

ATTEST:

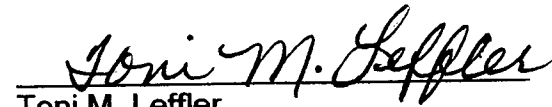
Kathryn McLaughlin
Recording Secretary

DATED: 6/18/08

CARSON WATER
SUBCONSERVANCY DISTRICT


Gwen Washburn, Chairman

ATTEST:


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 River Park Phase 2 – Native vegetation (grasses, shrubs, and trees) enhancements for erosion control around the existing asphalt parking lot, concrete boat ramp, and picnic area.

PROJECT LOCATION:

Carson City, Nevada, at the Carson River. The project site is located on the south side of Carson River Road along the Carson River, just upriver from Lloyd's Bridge and adjacent to the Silver Saddle Ranch. Carson River Road is accessed from 5th Street in Carson City via U.S. Highway 395.

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

Carson City has adopted the Carson River Aquatic Trail into the Unified Pathways Master Plan. This plan identifies Carson River Park as a critical "put in" trailhead for the Aquatic Trail. In addition, Carson City adopted a Carson River Park Master Plan a number of years ago. Using this site development plan, Carson City has constructed in two previous phases various site amenities to enhance the public's recreational experience and stabilize the eastern riverbank within the park. Unfortunately, in the previous construction phases, the City was unable to afford the establishment of a permanent vegetation cover for the areas north, south, and east of the existing parking lot. Our department believes construction of a permanent irrigation system will enhance the survivability of the native plant material and will assist in controlling soil erosion into the Carson River. The City is ***NOT*** seeking funds from CWSD for the irrigation system. However, this grant application is requesting funds to purchase and install native vegetation for the area adjacent to and within the parking lot.

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

The project will benefit the Carson River by improving water quality due to the establishment of permanent native vegetation within park areas which currently do not have soil cover. By providing this native vegetation, the park

site will be better prepared to minimize rill and gully erosion during small storm events and protect the parking lot from being undermined with high river flows during large storm (flood) events. In addition, the proposed native vegetation will provide for wildlife habitat.

TOTAL ESTIMATED PROJECT COST: \$291,096

AMOUNT REQUESTED FROM CWSD: \$7,500

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.*

- Nevada Division of State Lands / Question 1/Carson River Funds \$145,548
- Carson City/Residential Construction Tax \$75,000
- Additional in-kind project match includes current consulting services (\$25,000) from Resource Concepts Inc. on the Carson River Aquatic Trail Master Plan.

ESTIMATED DATE PROJECT TO BEGIN: Design – January 2008, Construction – Fall 2008 or Spring 2009

ESTIMATED TIME TO COMPLETE PROJECT: June 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.

- U.S. Army Corps of Engineers – estimate date of approval is six months after application
- City of Carson City – Engineering/ Building Permits – estimate date of approval is three months after application.

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

This request is a portion of funding sought for a much larger project. The establishment of this permanent native vegetation cover is considered a priority objective for this project.

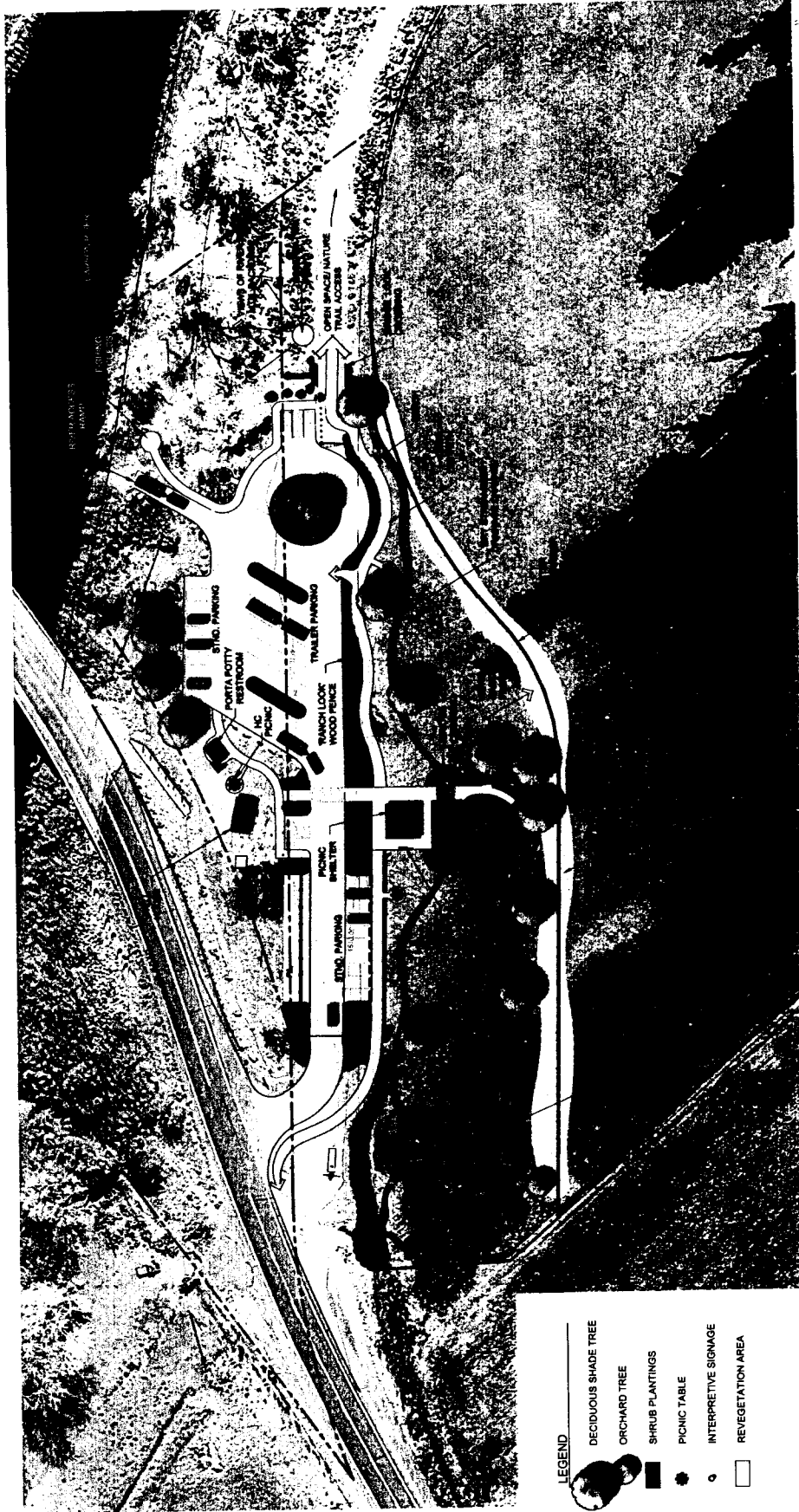
SIGNED: 

NAME: Roger Moellendorf

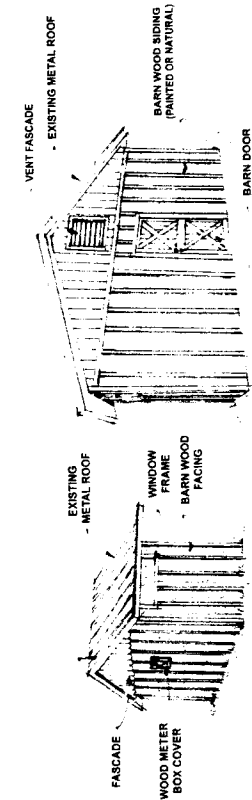
TITLE: Carson City Parks and Recreation Director

DATE: February 15, 2008

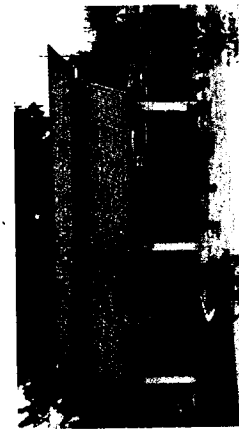
THE CARSON WATER SUBCONSERVANCY DISTRICT RESERVES THE RIGHT TO DENY ANY AND/OR ALL APPLICATIONS FOR FUNDING.



- LEGEND**
- DECIDUOUS SHADE TREE
 - ORCHARD TREE
 - SHRUB PLANTINGS
 - PICNIC TABLE
 - INTERPRETIVE SIGNAGE
 - REVEGETATION AREA



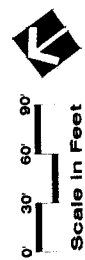
WELL HOUSE CONCEPT



PICNIC SHELTER CONCEPT



ROCK CLIMBING PLAY ELEMENTS



CARSON RIVER PARK

CARSON CITY, NEVADA