City of Carson City Agenda Report

Hem# 3-4

Date Submitted: August 12, 2008 Agenda Date Requested: August 21, 2008

Time Requested: Consent

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: Action to approve the State of Nevada, Department of Conservation and Natural Resources, Division of State Parks Project Agreement to provide \$150,000 in grant funds for the construction of the Morgan Mill trailhead.

Staff Summary: City staff has applied for and been awarded grant funding through the Land and Water Conservation Fund (LWCF) to be used towards the construction of the Morgan Mill trailhead including a concrete boat ramp, parking lot, portable toilet enclosure, and revegetation. Board of Supervisors approval of the Project Agreement will allow City staff to proceed with the project and implement a portion of the Morgan Mill Road River Access Area conceptual site development plan.

Type of Action Requested: (check one) (X) Resolution () Formal Action/Motion	() Ordinance () Other (Specify)			
Does This Action Require A Business Im	pact Statement:	(_	_) Yes	(<u>X</u>) No

Recommended Board Action: I move approve the State of Nevada, Department of Conservation and Natural Resources, Division of State Parks Project Agreement to provide \$150,000 in grant funds for the construction of the Morgan Mill trailhead.

Explanation for Recommended Board Action: The 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 Carson River Aquatic Trail. On June 5, 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 project agreement is approved, it will allow grant funds from the LWCF to assist in the construction of site improvements.

Applicable Statute, Code, Policy, Rule or Regulation: Nevada Revised Statutes 277.180

Fiscal Impact: N/A

Explanation of Impact: Approval of this project agreement provides Carson City with funds to be used towards construction of the Morgan Mill trailhead. This grant requires a 50% match. At present, the Carson City Parks and Recreation Department has received additional grant funding from several agencies totaling \$379,000.

Funding Source: 275-5017-452-7801 Morgan Mill Road Riverbank

Alternatives:

1. Not to approve the Nevada Division of State Parks, Land and Water Conservation Fund Project Agreement

2. Request City staff to make changes to the Nevada Division of State Parks, Land and Water Conservation Fund Project Agreement

Supporting Material:

	Division of State Parks, Land and V	Vater Conservation I	Fund Pr	roject Agreement
2. Approve	ed Site Development Plan	, 1		
Prepared By:	Vine 2 Kin	le_	Date:	8,12,08
Reviewed By:	Vern Krahn, Park Planner Roger Moellendorf, Parks & Recr	pation Director	Date:	8,12,08 8,12,08
	Larry Werner, City Manager		Date:	8/12/08
	Marie Bubotto District Attorney's Office	1	Date:	8/12/18
	Will Hroundent	7	Date:	8/12/08 8/12/08
	Finance Department		Date:	8,12,08
	Andy Burnham, Public Works De	partificit		
Board Action	Taken:			
Motion:		1:		Aye/Nay
		2:		
(Vote R	ecorded By)			

STATE OF NEVADA

Division of State Parks

Land & Water Conservation Fund Project Agreement

Participant		Project Number
Carson City		32-00303
Project title		
Morgan Mill Trai	lhead	
Period Covered by	y this Agreement	
From: July 18, 20		31, 2011
Project Scope (De	scription of Project)	
	_	and motherway
Morgan mill trailhe	ead construction: boat ramp	, parking lot, restroom pad and pathway.
Morgan mill trailhe Revegetate disturbe	ead construction: boat ramp ed areas. Complete phase on	, parking lot, restroom pad and pathway. e stream enhancements.
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Project will not reconservice notifies the completed. Project Cost	ed areas. Complete phase on eive "notice to proceed" and applicant that the requirem	will not be reimbursed until the National Park ent under NEPA have been satisfactorily The following attachments are hereby
Project will not reconservice notifies the completed. Project Cost	ed areas. Complete phase on eive "notice to proceed" and applicant that the requirem	will not be reimbursed until the National Park tent under NEPA have been satisfactorily The following attachments are hereby incorporated into this agreement:
Project will not reconservice notifies the completed. Project Cost Total Cost	ed areas. Complete phase on eive "notice to proceed" and applicant that the requirem \$ 535,623	The following attachments are hereby incorporated into this agreement: 1. General Provisions

The State of Nevada, represented by the State Liaison Officer, and the Participant named above mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964) and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps and assurances attached hereto and hereby a part hereof.

The State of Nevada hereby promises, in consideration of the promises made by the Participant herein, to take the necessary steps and action and to attempt to enter into an agreement to obtain Federal money for that portion of the project referred to as Federal Grant above, to accept such funds from the United States and to tender to the Participant that portion of the obligation which is required to pay the United States' share.

It is understood by the parties hereto that this agreement shall not obligate State funds for the project cost described herein except those costs necessary for administration of the project.

In the event construction has not commenced on this project within ten and one half (10½) months from the date of official notification of funding from the Division of State Parks (Notice to Proceed), this agreement is null and void. In the event an acquisition does not take place within nine (9) months from the date of official notification of funding from the Division of State Parks (Notice to Proceed), this agreement is null and void.

The Participant hereby promises, in consideration of the promises made by the State of Nevada herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have entered into this agreement as of the date entered below. The date upon which this agreement becomes effective and is executed will be the date signed by the State Liaison Officer.

STATE OF NEVADA PARTICIPANT (Signature) J. Steve Weaver (Name – State Liaison Officer) (Name of Political Subdivision) SLO (Title) (Date)

REV. 12/25/99

N-2









