

City of Carson City  
Agenda Report

Item # 8-2

**Date Submitted:** June 9, 2009

**Agenda Date Requested:** June 18, 2009  
**Time Requested:** Consent Agenda

**To:** Mayor and Supervisors

**From:** Parks and Recreation Department

**Subject Title:** Action to adopt Resolution No. \_\_\_\_\_, a resolution adopting and approving an Interlocal Contract addressing funding from the Subconservancy District to Carson City for BMPs and a water quality treatment project for Clear Creek. (Vern L. Krahn)

**Staff Summary:** City staff has applied for and received a water quality treatment grant from the Carson Water Subconservancy District for the Carson City Fairgrounds. If the Board of Supervisors approves the interlocal contract and accepts this grant, both the BMPs and the water quality treatment facility project will be constructed in conjunction with the Urban Fishing Pond Project.

**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 adopting and approving an Interlocal Contract addressing funding from the Subconservancy District to Carson City for BMPs and a water quality treatment project for Clear Creek.

**Explanation for Recommended Board Action:** Parks and Recreation Department staff have been seeking various funding sources to implement identified components of the approved Carson City Fairgrounds / Fuji Park Conceptual Plan (Refer to Exhibit A). This grant, if accepted, will fund a number of water quality treatment facilities for the Fairgrounds' event staging area (dirt parking lot) south of Clear Creek. The Carson Water Subconservancy District grant (Refer to Exhibit B - City's grant applicant) will be specifically used to re-grade the project site and install underground storm water conveyance pipes to control and direct excessive storm water drainage into water quality treatment facilities instead of Clear Creek. In addition, the project will reduce sediment and nutrient loads going into Clear Creek by constructing a storm event detention basin and provide a storm water filtering facility by constructing a vegetated wetlands. Also, the vegetated wetlands will serve a dual purpose by providing a water quality treatment facility for the Urban Fishing Pond.

**Applicable Statute, Code, Policy, Rule or Regulation:** N.R.S. 277.180 / Adopted Carson City Fairgrounds / Fuji Park Conceptual Plan

**Fiscal Impact:** The Urban Fishing Pond Project budget will increase by \$92,665

**Explanation of Impact:** Approval of the interlocal contract and grant acceptance will provide City staff with the confidence to continue revising the Urban Fishing Pond Project's construction documents and begin plans for re-bidding this project. In addition, this grant requires no City matching funds to qualify for the grant award (Refer to below Funding Source explanation).

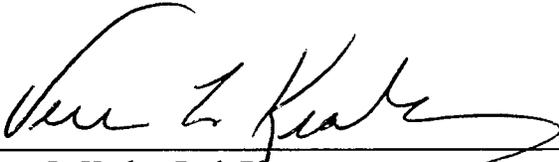
**Funding Source:** Our department has applied for and been awarded a 319(h) water quality grant from the Nevada Department of Environmental Protection (NDEP) in the amount of \$92,665. If Carson City accepts the grant funds from the Carson Water Subconservancy District, our department will use these funds as the required 50% project match for the NDEP 319(h) grant.

**Alternatives:**

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

**Supporting Material:**

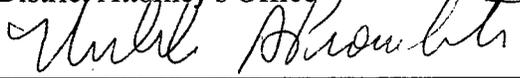
- 1) Approved Fairgrounds Site Development Plan (Exhibit A)
- 2) Carson City's CWSD grant application (Exhibit B)
- 3) Resolution
- 4) Interlocal Contract

**Prepared By:**  **Date:** 6, 7, 09  
Vern L. Krahn, Park Planner

**Reviewed By:**  **Date:** 6, 9, 09  
Roger Moellendorf, Parks & Recreation Director

 **Date:** 6, 9, 09  
Larry Werner, City Manager

 **Date:** 6, 9, 09  
District Attorney's Office

 **Date:** 6, 9, 09  
Finance Department

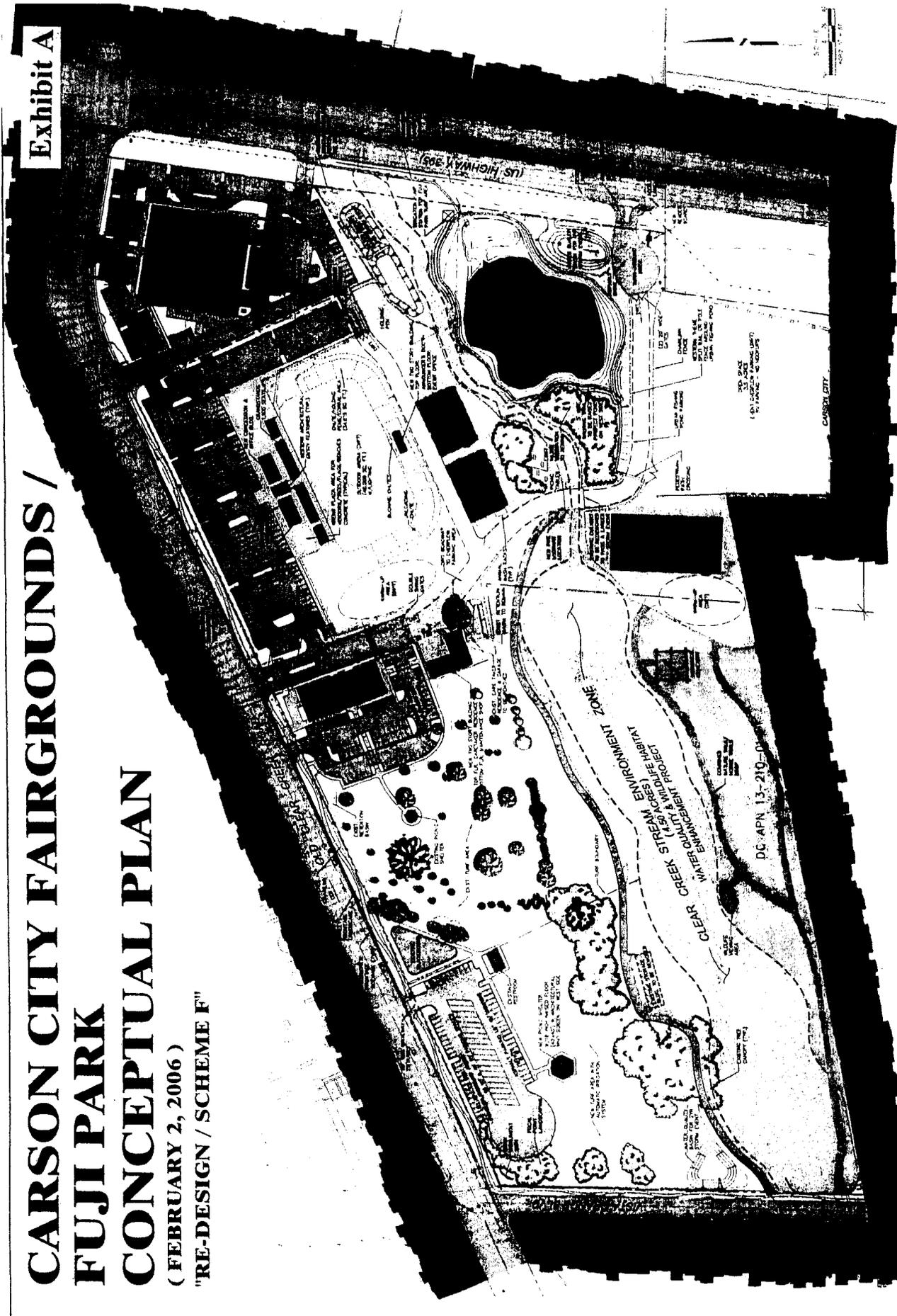
**Board Action Taken:**

Motion: \_\_\_\_\_ 1: \_\_\_\_\_ Aye/Nay  
2: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

# CARSON CITY FAIRGROUNDS / FUJI PARK CONCEPTUAL PLAN

( FEBRUARY 2, 2006 )  
"RE-DESIGN / SCHEME F"



\*Carson City Fairgrounds / Fuji Park User Coalition approved Conceptual Plan on February 2, 2006

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## CARSON WATER SUBCONSERVANCY DISTRICT REQUEST FOR FUNDING

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### APPLICANT:

Carson City Parks and Recreation Department  
Name  
3303 Butti Way, Building #9  
Address  
Carson City Carson County Nevada 89701  
City County State Zip Code

### APPLICANT'S AGENT:

Vern L. Krahn, Park Planner  
Name  
3303 Butti Way, Building #9  
Address  
Carson City Carson County Nevada 89701  
City County State Zip Code  
(775) 887-2115 ext. 1006 VKrahn@ci.carson-city.nv.us  
Office Telephone E-mail Address

**PROJECT NAME:** BMPs and Water Quality Treatment Project for Clear Creek

**PROJECT LOCATION:** Carson City Fairgrounds, Carson City, Nevada  
(Adjacent to and south of Clear Creek)

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

The Urban Fishing Pond Project area is located at the Carson City Fairgrounds in Carson City, Nevada, and is adjacent to Clear Creek. The pond project provides Carson City with a unique opportunity to address best management practices and water quality issues for the project area, the fairgrounds staging/parking area, and Clear Creek (Refer to Exhibit A). As designed, this project will redirect surface water flows away from Clear Creek using various site grading and civil improvements and will install water quality treatment structures to clean the surface water flows before they reach Clear Creek. These improvements include storm water drainage pipes, drainage swales, a vegetated wetlands, and a water quality basin (Refer to photographs - Exhibit B).

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

The proposed project site has a loose soil surface area which sheet drains toward Clear Creek. In addition, the site is used as a parking lot and an animal staging area for all rodeo and livestock events at the Carson City Fairgrounds. The project's proposed water quality goals are as follows:

- 1) Re-grade the project site and install underground storm water conveyance pipes to control and direct excessive storm water drainage into water quality treatment facilities instead of Clear Creek.
- 2) Reduce sediment and nutrient load going into Clear Creek by constructing a storm event detention basin.
- 3) Provide a storm water filtering facility by constructing a vegetated wetlands.

Our department believes these proposed water quality goals will assist Carson City to address a non-point pollution source for Clear Creek and the Carson River. The reason for this is the project site's storm water run off currently sheet drains into Clear Creek. Depending on the severity of the storm event, rill and gully erosion takes place as the larger volumes of water find their way through the site. If implemented, the City will measure project success by providing the necessary infrastructure and water quality treatment facilities to reduce the high flows of storm water into Clear Creek while reducing measurable TDS, sediment, and nutrient loading.

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**TOTAL ESTIMATED PROJECT COST:** Refer to attached cost estimate sheet - Exhibit C

**AMOUNT REQUESTED FROM CWSD:** \$92,665

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**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.

Our department has applied for and been awarded a 319 (h) water quality grant from the Nevada Department of Environmental Protection's (NDEP) in the amount of \$92,665. If Carson City receives funds from the Carson Water Subconservancy District, our department will use these funds as the required 50% project match for the NDEP 319(h) grant.

**ESTIMATED DATE PROJECT TO BEGIN:** Summer, 2009\*

**ESTIMATED TIME TO COMPLETE PROJECT:** Fall, 2009\*

\* The City's goal is to construct all related water quality treatment infrastructure in the summer and fall of 2009. This goal is completely dependent on the City's ability to acquire all the necessary funds to put the entire project out to bid.

**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.

Previous project elements required a U.S. Army Corps of Engineers permit and a Temporary Working in the Waterways permit. It is our department's understanding these permits will not be necessary for the proposed pond project, the fairgrounds staging/parking areas, and their associated water quality treatment facilities. However, the Parks and Recreation Department will need to apply for and receive a Carson City building permit before the project can be re-bid by the City.

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

**Project Status:**

The associated water quality treatment structures have been designed for the pond project area and the fairgrounds staging/parking area. In addition, the City has been preparing the project site for construction using available city funding and manpower resources. The site preparations have included site demolition, relocating power poles and power lines which bisected the project site, installing underground electrical conduits, constructing a water diversion and installing an additional headwall culvert on Clear Creek, and improving

Clear Creek's stream environment zone by re-vegetating and increasing the width of the creek's channel. Depending on the City's ability to acquire the project's remaining funds, the Parks and Recreation Department is anticipating construction to begin in summer 2009 and end by fall 2009.

**Project's Remaining Tasks:**

- 1) Final design – Revise construction documents for completed site improvements.  
Re-hire the project's design consultant team to revise the construction drawings, specifications, and bid documents to reflect existing site conditions and adjust the plans for already completed construction work.
- 2) Permits  
City staff will submit the revised construction drawings to the Carson City Building Department for a building permit.
- 3) Bidding  
Once the project has been given a building permit, the City will bid the project.
- 4) Award and Notice to Proceed  
If the contractor's quote(s) are within the project budget, the Carson City Board of Supervisors will award the construction contract. After the award, the Carson City Public Works Department will issue a notice to proceed within ten working days after the Board of Supervisors' action and the contractor can begin construction work on the project.

**Project's Monitoring and Maintenance Program:**

- 1) Implementation monitoring  
As proposed, most elements relate to construction and will be visible following completion.
- 2) Effectiveness monitoring  
While the full effectiveness of the detention basin may not be demonstrated until a storm event, water quality beyond the wetland will be monitored for two years following the project construction. At the request of the Washoe Tribe, Carson City has agreed to a water quality monitoring program at quarterly intervals and has allocated \$15,000 from the project budget to accomplish this task.
- 3) Vegetation monitoring  
The project includes the planting of aquatic vegetation within the pond margins and wetland area. Field monitoring will include identification of plant species, with the objective to maintain 100% native species.
- 4) Maintenance  
The Carson City Parks and Recreation Department, as a part of the on-going maintenance for the fairgrounds, will be responsible for the pond including the wetlands, detention basin, all underground storm water infrastructure, and noxious weeds.

**Project Partners:**

Our department has partnerships with the following organizations which have provided either project funding and/or community support.

**Major Funding Partners:**

Nevada Department of Wildlife / Question 1  
Pat Sollberger, Staff Wildlife Biologist  
1100 Valley Road  
Reno, NV 89512  
[psollberger@ndow.org](mailto:psollberger@ndow.org)  
(775) 688-1535

Nevada Division of State Parks, Land and Water Conservation Fund Grant  
Jenny Scanland, Parks and Recreation Program Manager  
901 S. Stewart St.  
5th Floor, Suite 5005  
Carson City, NV. 89701-5248  
[jscanland@parks.nv.gov](mailto:jscanland@parks.nv.gov)  
(775) 684-2770

Nevada Department of Environmental Protection  
Ed Skudlarek, Environmental Scientist  
Nevada Division of Environmental Protection  
Bureau of Water Quality Planning  
901 S. Stewart St.  
4th Floor, Suite 4001  
Carson City, NV 89701-5248  
<http://ndep.nv.gov/index.htm>  
(775) 687-9451

Sierra Pacific Resource Foundation  
John Perra, Area Service Manager – Carson Design  
875 East Long Street  
Carson City, NV 89706  
[jperra@nvenergy.com](mailto:jperra@nvenergy.com)  
(775) 834-5777

Minor Funding Partners:

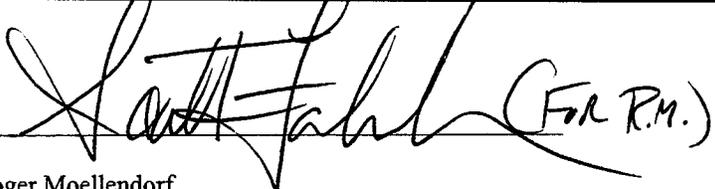
Nevada Bighorns Limited, Inc.  
Raglan Systems Balance  
Western Nevada Supply  
Private Individual Donations

Major Community Partner:

Washoe Tribe of Nevada and California (Refer to Washoe Tribe Letter – Exhibit D)  
Marie Barry, Environmental Director  
919 U.S. Highway 395 South  
Gardnerville, NV 89410  
[marie.barry@washoetribe.us](mailto:marie.barry@washoetribe.us)  
(775) 265-8682

Minor Community Partners:

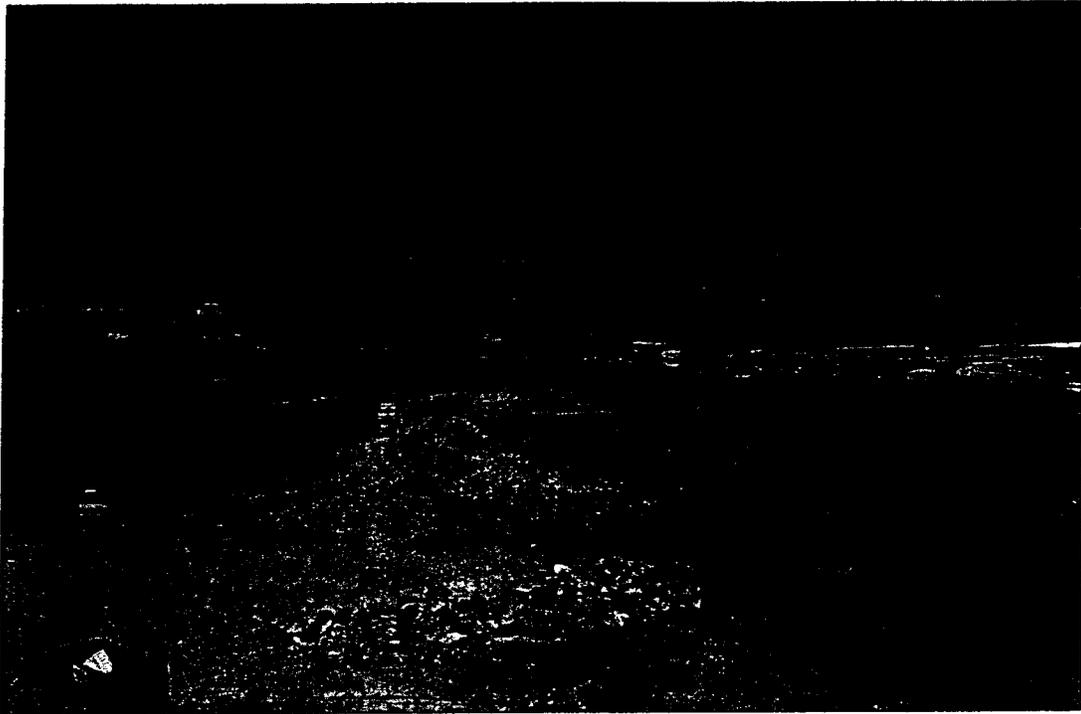
Carson City Advisory Board to Manage Wildlife  
Carson City Parks and Recreation Commission  
Carson City's Fuji Park Users Coalition  
Carson Fly Fishing Club (65 members)  
Carson Valley Conservation District  
Clear Creek Watershed Council  
High Sierra Flycasters (100 members)  
Ormsby Sportsman Association (400 members)  
Truckee River Flyfishers (100 members)  
USDA, Natural Resource Conservation Service  
Western Nevada RC&D Inc.

SIGNED:  (For R.M.)  
NAME: Roger Moellendorf  
TITLE: Parks and Recreation Director  
DATE: February 13, 2009 / Resubmitted – March 6, 2009

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



# BMPs and WQ Treatment Project Area

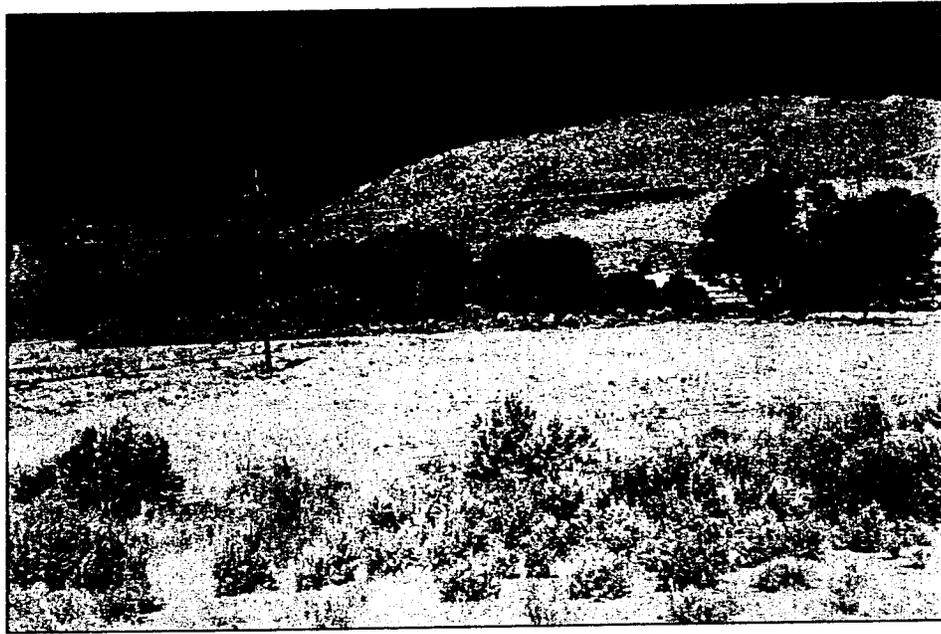


View: Looking northeast over the entire project site.  
Note: Progress picture / site demolition, removal of fencing and go-cart track.



View: Looking north towards Clear Creek, located in the background among the trees. The detention basin and wetlands will be located on the right side.

## BMPs and WQ Treatment Project Area



View: Looking west toward the Carson Range.

Note: The power pole and overhead power lines have been relocated by Sierra Pacific Power Company since the above picture was taken.

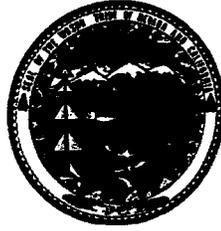


View: Looking south along U.S. Highway 395 right-of-way fence. Note: Sierra Pacific Power Company crews relocating power pole and overhead power lines away from the center of the pond. Douglas County has a proposed on-street bike lane along this road corridor.

Project Name: BMPs and Water Quality Treatment Project for Clear Creek	Original estimates	Carson City	Nevada Division of Environmental Protection - Clean Water Act Sec. 319(h) Grant	Carson Water Subconservancy District
Plan revision / permits / construction admin (budget)	\$ 50,000	\$ 42,000	\$ 4,000	\$ 4,000
Mobilization/Demobilization	\$ 28,000	\$ 18,000	\$ 5,000	\$ 5,000
<b>Water Quality Components</b>				
<b>Best management practices</b>				
Silt fence (25% Remaining to Complete / Repair Existing)	\$ 4,600		\$ 2,300	\$ 2,300
Wattles on parking bench slope and across creek (50% Remaining to Complete / Repair Existing - Estimate)	\$ 6,273		\$ 3,137	\$ 3,137
Hydro mulch and seed (all disturbed areas)	\$ 6,969		\$ 3,485	\$ 3,485
Construction entrance	\$ 6,800		\$ 3,400	\$ 3,400
<b>Grading and underground infrastructure</b>				
Drainage swale (toe of parking area)	\$ 7,840		\$ 3,920	\$ 3,920
12" HDPE w/trenching dewatering	\$ 1,760		\$ 880	\$ 880
Basin #8 overflow spillway	\$ 3,600		\$ 1,800	\$ 1,800
Basin #8 outlet structure	\$ 2,100		\$ 1,050	\$ 1,050
Earthwork basin #8	\$ 6,100		\$ 3,050	\$ 3,050
15" HDPE & FES (basin #8 to wetland)	\$ 4,836		\$ 2,418	\$ 2,418
18" HDPE & FES's (into basin #8)	\$ 11,388		\$ 5,694	\$ 5,694
Top soil (wetland & wetland margin in pond)	\$ 32,400		\$ 16,200	\$ 16,200
Spillway (pond & wetland)	\$ 8,400		\$ 4,200	\$ 4,200
V-ditch with rip-rap (6" -12" for parking area)	\$ 34,663		\$ 17,332	\$ 17,332
Wetland outlet structure and irrigation ditch distribution box	\$ 4,600		\$ 2,300	\$ 2,300
<b>Additional Site Improvements</b>				
Pond aquatic vegetation and wetland vegetation (Estimate)	\$ 25,000		\$ 12,500	\$ 12,500
Water quality monitoring	\$ 15,000	\$ 15,000		
<b>Total</b>	<b>\$ 260,329</b>	<b>\$ 75,000</b>	<b>\$ 92,665</b>	<b>\$ 92,665</b>

# Washoe Tribe of Nevada and California

Environmental Protection Department



July 14, 2008

Mr. Vern L. Krahr, Park Planner  
Carson City Parks and Recreation Department  
3303 Butti Way, Building #9  
Carson City, NV 89701

Dear Mr. Krahr,

Thank you for meeting with the Washoe Tribe of Nevada and California's Environmental Protection Department (WEPD) and Tribal Historic Preservation Office (THPO) staff regarding the Fugi Park Fish Pond Project on May 2, 2008. The meeting was to discuss and address issues identified in our letter submitted January 26, 2005 to the Carson City Planning Commission.

The January 26, 2005 letter did express our support to the Carson City Parks and Recreation Department to address some of the existing runoff problems facing Fuji Park and Fairgrounds.

The following concerns identified in our letter were discussed and solutions or workable agreements to monitor are noted below:

- Fish pond location in an area of possible soil contamination

*The pond project is replacing a raceway that was utilized in the past the project will have less possible soil contamination than the former racetrack. The project will also have riparian and wetland vegetation and will address the visual impacts from Highway 395 of the current and former site.*

- Amount of increased turf area and the type of turf (low water use-fescue vs. bluegrass)

*The proposed vegetative treatments have been reviewed and will compliment the Clear Creek riparian corridor and floodplain.*

- Lack of continuity in Best Management Practices (BMP) on first analysis

*BMPs were further developed as the plans were designed and finalized since the original letter was submitted. BMPs are included into the existing plans.*

- Lack of adequate drainage plan (missing in the appendix as received)

*An adequate drainage plan has been developed though the site should be monitored to evaluate the effectiveness. Drainage from the southern Highway 395 corridor and along the Douglas County line will be monitored.*

- Lack of water quality plan including pollution potential from removed trailers and a plan for soil sampling and possible soil remediation

*BMPs were installed during demolition. This action occurred already. The development of the pond includes BMPs.*

- Lack of attention to potential ground water effects and pollution

*The interaction of groundwater into the fish pond will always have potential of groundwater contamination. Test wells installed on site would assist in monitoring groundwater levels and groundwater quality. We recommend that these wells be evaluated and used for future testing and monitored. The Washoe Environmental Protection Department will work with the Carson City Parks and Recreation and other watershed partners on developing a monitoring strategy.*

- Lack of sampling plan for above and below project

*The WEPD completes quarterly surface water sampling on three parcels along the Clear Creek Watershed and has program authorization under the Clean Water Act §106 from the Environmental Protection Agency. The WEPD will add two surface water monitoring sites to our current monitoring schedule for the Carson City Parks and Recreation Department under an agreement to monitor the pond area for at a minimum of two years.*

- Lack of possible addressing of sewer system design and possible capacity problems

*This issue to be addressed by the sewer provider not Carson City Parks and Recreation Department.*

- Lack of addressing possibilities for bird watching and perhaps a bird blind

*Carson City Parks and Recreation Department is working with Nevada Division of Wildlife and local ornithological groups to increase bird watching areas. The vegetation surrounding the pond and the pond should increase bird habitat and birding opportunities.*

- Proposed irrigation pond water may conflict with existing Tribal water rights

*Proposed irrigation pond may conflict with or otherwise impact Tribal water rights. The Washoe Tribe, along with the City of Carson, has water rights in Clear Creek and the project's implementation must not negatively impact those rights or the delivery of water.*

- Increased impervious coverage may increase runoff and pollution to Clear Creek

*The current design includes drainage improvements which should minimize pollution impacts to Clear Creek. Monitoring and maintenance of drainage systems will be completed.*

- Lahonton Cutthroat trout proposed project with USFWS will be seriously impaired

*The WEPD and THPO staff expressed the importance to the Tribe of protecting and maintaining the native aquatic species. The Clear Creek Watershed once had a population of Lahonton Cutthroat Trout which the Tribe would like to reintroduce into the Clear Creek stream system in the future. The*

*Tribe would like to work with Carson City Parks and Recreation on adopting this approach to enhance the native fish population as a collaborative effort with other partners.*

*As we have expressed in the meeting we have concerns of introducing warm water fish species into the proposed fish pond. We are fearful of the warm water species escaping into the Clear Creek stream system, which would have detrimental adverse effects to the steam system and the associated aquatic life. We were told that cold water fish such as rainbow trout and brown trout would be maintained in the pond. It is encouraged that any signage displayed includes the importance of maintaining a cold water fishery and discouraging the public from introducing any other species.*

- Recommend a stream bank and channel analysis by Dr. Swanson, UNR professor and National Riparian Service Team member

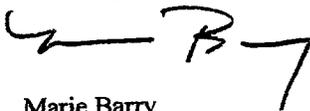
*The project area and the Fugi Park and Fairgrounds have been evaluated by many professionals during the redesigning planning process. The Carson City Parks and Recreation Department realizes the importance to the stream corridor to the public enjoyment at their facilities.*

The Washoe Environmental Protection Department will work with the Carson City Parks and Recreation Department on developing a maintenance agreement if necessary regarding the pond outflow into the Shultz Ditch. Increased sediment or any post development changes in the ditch or stream system will be brought to the CCPRD's attention.

The Washoe Tribe cares deeply for the health of *Usewi Wata* or Clear Creek as evidenced by the numerous restoration projects and thousands of hours committed to Clear Creek in various forms. Some of our efforts have included community cleanups, forest and fire management projects, River Day cleanup and restoration projects, erosion control projects, exclusion of motorized vehicles driving through the creek, and worked diligently in mitigation efforts to prevent pollution by off site contributors' and adjoining lands. The Washoe Tribe is a member of the Clear Creek Watershed Council and has partnered with many residents and organizations to protect the watershed. It is for this reason the feels the fish pond proposal should be developed in a responsible manner.

The WEPD looks forward to working with the Carson City Parks and Recreation Department on this project. If you have any questions regarding this letter please contact me at (775) 265-8682 or via email at [marie.barry@washoetribe.us](mailto:marie.barry@washoetribe.us). Thank you again for meeting with us to further discuss our concerns identified in 2005.

Sincerely,



Marie Barry  
Program Director

Cc: Stewart Community Council  
Lynelle Hartway, General Counsel  
Robert Beltramo, Tribal Planner  
WEPD file/Clear Creek/SUP-04-221 & MISC-04-217

919 Highway 395 South, Gardnerville, Nevada 89410  
(775) 265-8680 • (775) 883-1446 • (530) 694-2339 • FAX (775) 265-3211

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL CONTRACT ADDRESSING FUNDING FROM SUBCONSERVANCY DISTRICT TO CARSON CITY FOR BMPS AND WATER QUALITY TREATMENT PROJECT FOR CLEAR CREEK.

**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 desire to adopt and approve such agreement as required by NRS 277.045. which will provide for Carson City and Carson Water Subconservancy District to perform activities connected to the design and construction of best management practices (BMPs) and water quality treatment facility improvements at the Carson City Fairgrounds for Clear Creek. A copy of the agreement is attached to this Resolution as "Exhibit A"; and

**WHEREAS**, all parties to the agreement will perform activities connected to the design and construction of best management practices (BMPs) and water quality treatment facility improvements at the Carson City Fairgrounds for Clear Creek entered into between Carson City and Carson Water Subconservancy District are political subdivisions of the State of Nevada; and

**NOW, THEREFORE, BE IT RESOLVED** that the terms and conditions of the agreement will provide for the performance of activities connected to the design and construction of best management practices (BMPs) and water quality treatment facility improvements at the Carson City Fairgrounds for Clear Creek 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 design and construction of best management practices (BMPs) and water quality treatment facility improvements at the Carson City Fairgrounds for Clear Creek 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 \_\_\_\_\_, 2009, by the following vote:

AYES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Robert L. Crowell, Mayor  
Carson City, Nevada

ATTEST:

\_\_\_\_\_  
Alan Glover, Clerk/Recorder  
Carson City, Nevada

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District  
To Carson City for BMPs and Water Quality  
Treatment Project for Clear Creek

THIS CONTRACT dated this \_\_\_\_ day of \_\_\_\_\_, 2009, 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 BMPs and Water Quality Treatment for Clear Creek; and described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$92,665.00 for fiscal year 2009-2010 beginning July 1, 2009, 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 \$92,665.00 for fiscal year 2009-2010 beginning July 1, 2009, 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 \$92,665.00.
5. This Contract shall terminate June 30, 2010, 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.: Vern Krahn  
Park Planner, Parks & Recreation  
3303 Butti Way, Bldg. #9  
Carson City, NV 89701  
(775) 887-2262 x 30343

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: \_\_\_\_\_

CARSON CITY

DATED: \_\_\_\_\_

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Bob Crowell, Mayor

\_\_\_\_\_  
Gwen Washburn, Chairman

ATTEST:

ATTEST:

\_\_\_\_\_  
Kathleen King  
Recording Secretary

\_\_\_\_\_  
Toni M. Leffler  
Secretary to the Board

**EXHIBIT "A"**

This project has three components: 1) re-grade the project site and install underground storm water conveyance pipes to control and direct excessive storm water drainage into water quality treatment facilities instead of Clear Creek, 2) reduce sediment and nutrient load going into Clear Creek by constructing a storm event detention basin, and 3) provide a storm water filtering facility by constructing a vegetated wetlands.

This project will assist Carson City in addressing non-point pollution sources for Clear Creek and the Carson River. The project will capture storm water runoff from the Carson City Fairgrounds area. The project will reduce the TDS, sediment, and nutrient loading into Clear Creek, a tributary to the Carson River.