

City of Carson City
Agenda Report

Item # 9-4A

Date Submitted: September 28, 2010

Agenda Date Requested: October 7, 2010
Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: Action to authorize the Mayor to sign a Recreation and Public Purposes Lease between the Carson City Board of Supervisors, Carson City, Nevada, and the United States Department of the Interior, Bureau of Land Management, Carson City District – Sierra Front Field Office, Carson City, Nevada, Serial Number NVN 018772, for the renewal of a firearms shooting range. (Vern L. Krahn, Park Planner)

Staff Summary: The Parks and Recreation Department is requesting the Board of Supervisors renew a Bureau of Land Management Recreation and Public Purposes Lease for the Carson Rifle and Pistol Range.

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 authorize the Mayor to sign a Recreation and Public Purposes Lease between the Carson City Board of Supervisors, Carson City, Nevada, and the United States Department of the Interior, Bureau of Land Management, Carson City District – Sierra Front Field Office, Carson City, Nevada, Serial Number NVN 018772, for the renewal of a firearms shooting range.

Explanation for Recommended Board Action: Carson City has developed the Carson Rifle and Pistol Range on a 230-acre parcel of land owned by the federal government (Exhibit A & B). This property was acquired through a Recreation and Public Purposes Lease and the lease needs to be renewed at this time by Carson City. The new lease period will be for 10 years, will come at no expense to the City, and will be retroactive back to September 12, 2010 (Exhibit C & D).

Applicable Statute, Code, Policy, Rule or Regulation: NRS 244.275

Fiscal Impact: There will be no lease payments or any associated costs with this lease agreement.

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: 1) Reject the Recreation and Public Purposes Lease Agreement
2) Request modifications to the Recreation and Public Purposes Lease Agreement

Supporting Material:

- 1) Exhibit A - Master Plan
- 2) Exhibit B - Property Boundary Map
- 3) Exhibit C - Bureau of Land Management's Cover Letter
- 4) Exhibit D - Recreation and Public Purposes Lease Agreement, including Appendix A and the Addendum

Prepared By:

Vern L. Krahn
Vern L. Krahn, Park Planner

Date: 9/26/10

Reviewed By:

Roger Moellendorf
Roger Moellendorf, Parks and Recreation Director

Date: 9/28/10

Larry Werner
Larry Werner, City Manager

Date: 9/28/10

Andy Burnham
Andy Burnham, Public Works Director

Date: 9/28/10

District Attorney's Office
District Attorney's Office

Date: 9/28/10

Finance Department
Finance Department

Date: 9/28/10

Board Action Taken:

Motion: _____

1: _____

Aye/Nay

2: _____

(Vote Recorded By)



United States Department of the Interior

Exhibit C



BUREAU OF LAND MANAGEMENT
Carson City District – Sierra Front Field Office
5665 Morgan Mill Road
Carson City, Nevada 89701-1448

http://www.blm.gov/nv/st/en/fo/carson_city_field.html

In Reply Refer To:
NVN 018772
2912 (NVC0200)

SEP 23 2010

Lawrence Werner, City Manager
Carson City
201 N. Carson Street, #2
Carson City, NV 89701

Dear Mr. Werner,

On July 29, 2010, Carson City applied for a renewal of Recreation and Public Purposes Lease NVN 018772 for a firearms shooting range.

A field examination, conducted on August 31, 2010, revealed that the lease area has been developed and use is in compliance with the terms and conditions of the current lease which expired on September 11, 2010. Therefore, a 10-year renewal, retroactive to September 12, 2010 is hereby offered subject to the terms and conditions specified in the enclosed lease forms.

If you concur, please sign and return both copies of the lease forms and return them to this office. Upon our receipt of the signed documents, we will issue the lease renewal, absent any other unresolved issues.

If you do not concur, please submit your objections and recommendations. If you have any questions, please contact Jo Ann Hufnagle, Lead Realty Specialist, at 775 885-6144.

Sincerely,

Linda J. Kelly
Field Manager
Sierra Front Field Office

Enclosures

Form 2912-1
(May 2001)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECREATION OR PUBLIC PURPOSES LEASE
Act of June 14, 1926, as amended (43 U.S.C. 869 et. seq.)

Serial Number
NVN 018772 Renewal

This lease entered into on this 12th day of September, 2010, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and

Carson City
201 N. Carson Street, #2
Carson City, NV 89701

hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

together with an option to purchase during the term of the lease upon a showing of substantial compliance with the approved plan of development designated in Section 4(a).

Mount Diablo Meridian
T. 15 N., R. 20 E.,
sec. 1, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 12, S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.
T. 15 N., R. 21 E.,
sec. 7, S $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ of Lot 2 of the NW $\frac{1}{4}$, S $\frac{1}{2}$ of Lot 2 of the NW $\frac{1}{4}$.

containing 230 acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of 10 years, the rental to be \$ -0- per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for

a firearms shooting range.

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

- (a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;
- (b) Federal agents and game wardens upon the leased area on official business;
- (c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as

Master Plan Carson City Pistol and Rifle Range

and approved by an authorized officer on 9-23-2010 or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms: not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, lessees, sub-lessees, and permittees), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of 5 consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. *Equal Opportunity Clause.* Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 6. *Equal Access Clause.* Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990 the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

Sec. 7. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 8. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

Appendix A and The Addendum, which are attached hereto

and which are made a part hereof.

Sec. 9. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise there from, and the provisions of Title 18 U.S.C. Sections 431—433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

THE UNITED STATES OF AMERICA

IN WITNESS WHEREOF:

(Signature of Lessee's Authorized Officer)

By _____
(Authorized Officer)

(Signature of Witness)

Manager, Sierra Front Field Office BLM
(Title)

(Date)

(Date)

This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require OMB approval.

APPENDIX A

The lease of the herein described lands is subject to the following conditions and limitations:

- (1) The lessee or its successor in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the land leased herein is used for the purpose for which the lease was issued pursuant to the act cited or for another purpose involving the provision of similar services or benefits.
- (2) If the lessee or its successor in interest does not comply with the terms or provisions of Title VI of the Civil Rights Act of 1964 and the requirements imposed by the Secretary of the Interior issued pursuant to that title during the period which the land described herein is used for the purpose for which the lease was issued pursuant to the act cited or for another purpose involving the provision of similar services or benefits, said Secretary or his delegate may declare the terms of this lease terminated in whole or in part.
- (3) The lessee, by acceptance of this lease, agrees for itself and its successors in interest that a declaration of termination in whole or in part of this lease shall, at the option of the Secretary of the Interior or his delegate, operate to revert in the United States full title to the land involved in the declaration.
- (4) The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the lessee or its successor in interest.
- (5) The lessee or its successor in interest will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document, signs or posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the property conveyed.
- (6) The conditions and limitations contained in paragraphs (1) through (5) shall constitute a covenant running with the land, binding on the lessee and its successors in interest for the period for which the land leased herein is used for the purpose for which this lease was issued or for another purpose involving the provision of similar services or benefits.
- (7) The assurances and covenant required by sections 1-6 above, shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).

THE ADDENDUM

1. The lessee shall conduct all activities associated with the construction, operation, and termination of the lease within the authorized limits of the lease.
2. Construction sites shall be maintained in a sanitary condition at all times, waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, used petroleum products, ashes, and equipment.
3. Excavation and embankment quantities shall be balanced as nearly as design and construction considerations allow. Any waste and/or borrow needs shall be specifically identified by the lessee.
4. Material encountered on the project and needed for select borrow, surfacing, riprap, or other special needs shall be conserved.
5. Excess excavated, unsuitable, or slide materials shall be disposed of as directed by the authorized officer.
6. Any cultural (historic or prehistoric site or object) or paleontological resource or Native American human remains, funerary items, sacred objects, or objects of cultural patrimony discovered by the lease holder, or any person working on their behalf, during the course of activities on federal land shall be immediately reported to the authorized officer by telephone, followed by written confirmation. The lease holder shall suspend all operations in the immediate area of such discovery and protect it until an evaluation of the discovery can be made by the authorized officer.

For cultural resources other than Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow the activities to proceed. The lease holder is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the lease holder. Operations may resume only upon written authorization to proceed from the authorized officer.

For Native American human remains, funerary items, sacred objects, or objects of cultural patrimony the lease holder must stop activities in the immediate vicinity of the discovery and protect it from your activities for 30 days or until notified to proceed by the authorized officer. The holder is responsible for the cost of consultation, evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the lease holder.

7. The holder shall comply with all applicable Federal, State and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any hazardous material, as defined in this paragraph, that will be used, produced, transported or stored on or within the lease or any of the lease facilities, or used in the construction, operation, maintenance or termination of the lease or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under CERCLA of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the RCRA of 1976, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), U.S.C. 9601 (14), nor does the term include natural gas.
8. During the period of this lease, the United States, acting through the Bureau of Land Management, shall have the right to inspect the land covered by the lease at any time, without advance notice. During such inspections, officials of the Bureau of Land Management may be accompanied by other appropriate federal, state or local officials.
9. This lease is issued subject to valid existing rights. Furthermore, subject to limitations prescribed by law and regulation, prior to patent issuance, a Holder of any right-of-way within the lease area may be given the opportunity to amend the right-of-way for conversion to a new term, including perpetuity, if applicable.
10. The holder shall be responsible for continued noxious weed control within the limits of the ROW in consultation with the BLM or the appropriate local authority.