

**City of Carson City
Agenda Report**

Date Submitted: May 29, 2012

Agenda Date Requested: June 7, 2012

Time Requested: Consent

To: Mayor and Supervisors

From: Parks and Recreation Department – Open Space Division

Subject Title: For possible action to authorize the Mayor to sign a Memorandum of Understanding providing for a cooperative working relationship with Douglas and Washoe Counties for the development of the Stateline to Stateline Bikeway. (Ann Bollinger / Juan F. Guzman)

Staff Summary: Previously referred to as the “Lake Tahoe Bike Path,” the original Memorandum of Understanding (MOU), approved by the Board of Supervisors in May 2004, expired in 2009. The MOU was the first agreement among the Washoe, Douglas, and Carson City following voter approval of Statewide Ballot Initiative Question #1 providing for the appropriation of \$5 million towards the development of a Lake Tahoe Path System. The updated MOU is very similar and is necessary due to the extended timeframe needed for trail development.

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 Memorandum of Understanding providing for a cooperative working relationship with Douglas and Washoe Counties for the development of the Stateline to Stateline Bikeway.

Explanation for Recommended Board Action: Since the Board of Supervisors’ adoption of the Carson City Question #1 Opportunities Map on September 16, 2003 and second approval of the revised priority list on September 21, 2006, the Parks and Recreation Department has been successful with acquiring grant funding and completing several projects. The Lake Tahoe Path System is a large, complex project but remains important on a regional scale. The project partners have been extremely successful with acquiring grant funding for the Stateline-to-Stateline Bikeway and significant progress has been made throughout the years. The first segment will be constructed in 2012.

The Board’s approval is needed to continue building the necessary partnerships for this project and for City staff to continue assisting with the planning and design of this regional trail project and its segments within Carson City. This project will benefit Carson City citizens and visitors by augmenting recreational opportunities at Lake Tahoe. This path system would improve public access to the shores of Lake Tahoe, connect existing state and federal recreation facilities along the lake’s east shore, and advance facilities that promote the quality of life for Carson City residents.

The updated MOU reflects progress including the completion of the Feasibility Study Report and the Environmental Assessment on the South Demonstration Project. Additionally, the MOU identifies the funding allocation(s), as approved by the Board of Supervisors on November 3, 2011. The MOU continues to identify Washoe County as a lead agency for planning, design, construction, and other project coordination. In contrast to the Interlocal Agreement on the same project and identifying ten agencies working together, the MOU is only among the three counties awarded grant funding on the ballot initiative. It does not commit City funds to the project but expresses Carson City’s commitment towards the project.

Applicable Statue, Code, Policy, Rule or Regulation:

Carson City Unified Pathways Master Plan
State Ballot Question #1, Tahoe Path System
Tahoe Regional Planning Agency (TRPA) Regional Bicycle and Pedestrian Master Plan
NRS 277.080 – NRS 277.180 Interlocal Cooperation Act

Fiscal Impact: None

Explanation of Impact: The MOU does not commit Carson City to any financial obligation.

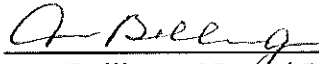
Funding Source: Not applicable

Alternatives:

1. Request the other agencies to modify the time extension.
2. Reject the time extension.

Supporting Material:

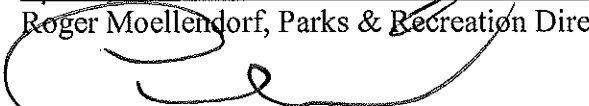
Memorandum of Understanding Concerning the Lake Tahoe Path System

Prepared By: 
Ann Bollinger, Natural Resource Specialist

Date: 5/25/12

Reviewed By: 
Roger Moellendorf, Parks & Recreation Director

Date: 5/29/12


Lawrence A. Werner, City Manager

Date: 5/28/12


District Attorney's Office

Date: 5/29/12


Finance Department

Date: 5/29/12

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay
2: _____

(Vote Recorded By)

MEMORANDUM OF UNDERSTANDING
CONCERNING THE
LAKE TAHOE PATH SYSTEM

This Memorandum of Understanding establishes a cooperative working relationship between the following entities:

CITY OF CARSON CITY - DEPARTMENT OF PARKS AND RECREATION; COUNTY OF DOUGLAS-
DEPARTMENT OF PARKS AND RECREATION; AND COUNTY OF WASHOE-DEPARTMENT OF
REGIONAL PARKS & OPEN SPACE

This Memorandum is intended to form a framework for a cooperative effort that supports common goals and interests in planning, developing and maintaining the Lake Tahoe Path System (Bikeway) as identified in the Statewide Ballot Initiative Question #1. This interagency and non-profit partnership group will be called the Nevada Stateline to Stateline Bikeway Working Group (WG) and will serve as a method for coordinated planning, specifically, directed toward a regional, interconnected, recreational trail and associated facilities.

I. PATH DESCRIPTION

The Bikeway will extend from the State line in Crystal Bay in Washoe County to the State line in Stateline in Douglas County. In doing so, it will pass through Carson City, which lies between these two counties. The Bikeway for the most part parallels SR 28 and Highway 50 on the lakeside of these highways and is further defined in the Nevada Stateline to Stateline Feasibility Study Report June 2011. The Bikeway is a non-motorized path system. Permitted uses along the Bikeway will vary, but will generally allow for bicycles and pedestrians (non-motorized).

II. DESCRIPTION OF THE NEVADA STATELINE TO STATELINE BIKEWAY WORKING GROUP(WG)

The Bikeway WG is a gathering of local agency professionals, bicycle and trails groups, and non-profit organizations which recognize the need for interagency cooperation. The Bikeway WG will oversee the design and development of the Bikeway. They will aid in securing funding from grants and other sources for construction and maintenance. The Bikeway WG will work toward marketing the Bikeway to enhance the public's awareness of the recreational opportunities the path offers and help secure volunteers for maintenance. The Bikeway WG will answer the public's need for published materials

while individual cooperators maintain their mission as land managers by sustaining the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations. All participating agencies and organizations recognize it is in their mutual interest to cooperate and coordinate to the fullest in their responsibilities to manage outdoor public recreation and provide alternative modes of transportation such as the Bikeway.

III. COMMITMENT & RESPONSIBILITY

All parties mutually agree to:

- A. Work together to plan the acquisition, design, construction, and maintenance of the Bikeway.
- B. Plan and develop the Bikeway with full community involvement.
- C. Create a cooperative partnership to maximize the mutual benefits from adjoining path projects accomplished by all agencies.
- D. As appropriate, utilize geographic data management systems, such as Arc View and Arc Info, and share these data with the intent of creating a seamless recreation path map.
- E. initiate joint planning studies, as appropriate, as well as conduct program and technical coordination meetings, as necessary.
- F. Identify information gaps which, if filled, will benefit the partners, as well as the public.
- G. The Nevada Stateline to Stateline Bikeway Feasibility Study Report June 2011 which outlines the proposed preferred alignments will be the guiding document for the Bikeway.

IV. GENERAL CONSIDERATION

- A. Both the Nevada Stateline to Stateline Bikeway Feasibility Study Report and the Environmental Assessment on the South Demonstration project have been completed. Washoe County will continue to be responsible for the coordination of the planning, the Environmental Assessment, design and construction of the North Demonstration project. For the South Demonstration Project Washoe County's responsibility will be to coordinate the remainder \$1,192,047 of the State Question #1 funds for the planning, design and construction.
- B. Douglas County is responsible for future State Question #1 award of funding to the South Demonstration project design and construction.

- C. Washoe County is responsible for the coordination of the planning and design of future segments in the SR 28 corridor and will work with Carson City and Douglas County to determine the lead agency for individual segment design and construction as the Bikeway passes through the various jurisdictions.
- D. Douglas County is responsible for the coordination of the planning, design and construction of future segments in the Highway 50 corridor.
- E. Carson City, Douglas County and Washoe County will continue to work together and each is responsible to coordinate with the Bikeway WG for mutual agreement on allocation of the remaining State Question#1 funds to be brought to all three counties Board of Supervisors or County Commissioners for approval.
- F. Nothing in this Memorandum will be construed as affecting the authorities of the participants or binding beyond their respective authorizes.

V. MODIFICATION

This agreement shall remain in effect unless modified in writing by the cooperating parties.

VI. PARTICIPATION IN SIMILAR ACTIVITIES

This instrument in no way restricts any of the participation entities from participating in similar activities with other public or private agencies, organizations, and individuals.

VII. TERM/TERMINATION

This instrument is executed as of the date of approval by the Commissioners of Washoe County (who will provide the last signature) and will remain in effect for five years from the date of execution.

Any one of the parties may terminate their portion of this instrument in whole or in part at any time by providing 60-day written notice of termination to Washoe County.

VIII. NON-FUND OBLIGATION DOCUMENT

Nothing in this Memorandum of Understanding shall obligate the parties signatory to this Memorandum to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies will require execution of separate agreements and be contingent upon the availability of

appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

IX. RESPONSIBILITIES OF PARTIES

All parties signatory to this Memorandum of Understanding and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

X. AUTHORITY

The authority for the three political subdivisions to enter into this agreement is contained in the Interlocal Cooperation Act, NRS 277.080 to 277.180 inclusive.

XI. SIGNATURES

This Agreement may be executed in counterparts and is deemed duly executed when original signature pages of all parties are executed and delivered.

**MEMORANDUM OF UNDERSTANDING
CONCERNING THE
LAKE TAHOE PATH SYSTEM**

The following entity agrees to enter into a cooperative working relationship as set forth in the Memorandum of Understanding concerning the Lake Tahoe Path system, also known as the Nevada Stateline to Stateline Bikeway.

Entity _____

Address _____

City, State, Zip _____

Phone _____

E-mail _____

Name and Title (Please Print)

Signature

Date

After executing this form, please return it to Parks Director, Washoe County Regional Parks and Open Space, 2601 Plumas St, Reno, NV 89509.

A copy of the fully executed Memorandum of Understanding will be returned to you.