

City of Carson City
Agenda Report

Item # 4-3C

Date Submitted: November 2, 2006

Agenda Date Requested: November 16, 2006

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Public Works - Operations

Subject Title: Action to approve and authorize the Mayor to sign an Interlocal Agreement between The United States Department of the Interior, Bureau of Land Management, Carson City Field Office (BLM) and Carson City, allowing Carson City access to approximately 155 acres of public lands adjacent to the landfill for the processing and storage of biomass.

Staff Summary: This is a renewal of the existing agreement with the BLM that gives Carson City access to approximately 155 acres adjacent to the landfill for the processing and storage of biomass (wood waste) for another three year period. Carson City Renewable Energy, LLC, is currently contracted with Carson City to operate a biomass process on a portion of this site.

Type of Action Requested: (check one)
☐ Resolution ☐ Ordinance
☒ (XXX) Formal Action/Motion ☐ Other (Presentation)

Does This Action Require A Business Impact Statement: ☐ Yes (XX) No

Recommended Board Action: I move to approve and authorize the Mayor to sign an Interlocal Agreement between The United States Department of the Interior, Bureau of Land Management, Carson City Field Office (BLM) and Carson City, allowing Carson City access to approximately 155 acres of public lands adjacent to the landfill for the processing and storage of biomass.

Discussion: This agreement allows Carson City to utilize the property for biomass storage, including logs, limbs, wood pallets, and scrap wood products; recyclables storage; the construction of a chip van dumping facility; weight scales; the use of a chipper or tub grinder; and development of a storm water retention basin. Prior to the end of the three year term of this agreement Carson City must apply to the BLM for a Recreation and Public Purposes lease or the City is responsible for removing all facilities and improvements, and reclaiming the lands in accordance with a site reclamation plan approved by the BLM.

Fiscal Impact: N/A

Funding Source: N/A

Explanation of Impact: N/A

Alternatives: Do not approve and provide staff with additional direction.

Prepared By: Ken Arnold, Senior Public Works Operations Chief

Reviewed By: AR Burnham Andrew Burnham Date: 11/7/06

Concurrences: AR Burnham Date: 11/7/06

W. J. [Signature] Date: 11/7/06

W. J. [Signature] Date: 11/7/06

Board Action Taken:

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

(Vote Recorded By)

INTERLOCAL AGREEMENT

**BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CARSON CITY FIELD OFFICE**

AND

**CARSON CITY, NEVADA
A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE
OF NEVADA**

**FOR THE AUTHORIZATION OF APPROPRIATE PUBLIC USES FOR CERTAIN
PROPERTY OWNED BY THE UNITED STATES, REVISED.**

PREAMBLE

This Revised Agreement (hereinafter "AGREEMENT") is entered into between Carson City, a political subdivision of the State of Nevada, by and through its duly constituted Board of Supervisors (hereinafter "CITY") and the Bureau of Land Management, Carson City Field Office (hereinafter "BUREAU") for the authorization of appropriate public uses on BUREAU property located adjacent to the existing CITY landfill. This AGREEMENT replaces the Agreement entered into between CITY and BUREAU on November 20, 2003.

RECITALS

WHEREAS, the parties are authorized by the Federal Land Policy and Management Act, P.L.94-579, Section 307 and Nevada Revised Statute Chapter 277, the Interlocal Cooperative Act, to enter into contracts to perform any governmental service, activity or undertaking which any one or more of the agencies is authorized by law to perform; and

WHEREAS, the CITY currently has temporary access to approximately 155 acres of additional public land adjacent to the existing city landfill that has been designated for disposal, for biomass storage and processing; and

WHEREAS, the CITY has historically disposed of biomass in the existing landfill; and

WHEREAS, in the year 2002, biomass disposal exceeded 6000 tons and it is anticipated that an additional 10,000 to 12,000 tons of biomass will be received at the landfill during the years 2003 to 2004 from several fuels reduction projects funded by the Nevada Fire Safe Council; and

WHEREAS, other Fire Safety Council projects are anticipated for the continued implementation of the National Fire Plan by the BUREAU, Forest Service and state agencies, all of which will generate large quantities of biomass over and above the amount stated; and

WHEREAS, the CITY has formed an Alternative Energy Work Group that includes representatives from the State of Nevada, Washoe County, the City of Fallon and the Carson City School District; and

WHEREAS, the Alternative Energy Work Group's mission is to explore means to enhance economic activity and primary job development in Carson City and adjacent counties in the alternative energy sector; and

WHEREAS, alternative energy generation at the existing landfill utilizing biomass has been identified as a possible activity; and

WHEREAS, on January 31, 2003, the Alternative Energy Work Group issued a Request for Qualifications soliciting proposals from alternative energy suppliers to enter into a public-private working relationship with CARSON CITY for the evaluation and configuration of viable renewable energy projects; and

WHEREAS, Carson City has contracted with Carson City Renewable Energy LLC for reuse of the biomass referenced above; and

WHEREAS, continued disposal of large quantities of biomass into the existing landfill will significantly reduce the useful life of the landfill and subsequently impact the citizens of the CITY and surrounding communities; and

WHEREAS, the BUREAU is responsible for the conservation, use and administration of public lands that include the public land adjacent to the existing CITY landfill; and

WHEREAS, the lands are designated for disposal under the Recreation and Public Purposes Act by the BUREAU; and

WHEREAS, the CITY intends to develop a master plan for the entire area, including this parcel; and

WHEREAS, this AGREEMENT is intended to authorize appropriate public uses until the master plan is completed and the CITY submits an application for Recreation and Public Purposes,

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the CITY and the BUREAU hereby agree as follows:

AGREEMENT

1. SITE DESCRIPTION

The public land adjacent to the existing landfill, lying within portions of T.15S., R.20E., Section 1 and within portions of T.16N, R.20E., Section 36, MDM is accessed by Flint Road from U.S. Highway 50, as depicted on the attached map.

2. BUREAU AGREES

- a. To allow the use of the site for the purpose described below.
- b. To authorize the CITY to use contractors or subcontractors on the site to do work on behalf of the CITY associated with the purposes of AGREEMENT.
- c. To authorize the CITY to charge fees, sufficient to recover such costs as they may incur performing the work consistent with the purposes of AGREEMENT.

3. CITY AGREES

a. To design and install improvements on the identified public land, which will allow for implementation of specific uses. The improvements and uses may be as follows:

1. Access and interior roads.
2. Site grading and leveling of select activity areas.
3. Security fence for select activity areas.
4. Biomass storage, including logs, limbs, wood pallets, and scrap wood products.
5. Recycle storage (metal, newspaper, glass).
6. Chip van dumping facility.
7. Biomass storage pads, including areas of BLM and Forest Service projects.
8. Weight scales.
9. Water distribution and fire protection system.
10. Electrical power.
11. Chipper or tub grinder.

12. Storm water detention basin.

13. No industrial process or fuel storage is proposed.

b. In the event that CITY determines that this site is no longer appropriate for the above uses, or if they do not submit a *Recreation and Public Purposes application during the term of this AGREEMENT*, CITY will be responsible for removing all facilities and improvements, and reclaiming the lands in accordance with a site reclamation plan approved by the BUREAU.

4. BUREAU AND CITY MUTUALLY AGREE

a. Nothing herein shall be construed as obligating the BUREAU to expend or be involved in a contract or other obligations not authorized by law and administratively determined for this AGREEMENT.

b. The status of the AGREEMENT shall be reviewed on an annual basis to insure consistency with BUREAU management objectives and the purpose and need for which the research was established.

c. Any cultural or paleontological resources (historic or prehistoric site or object) discovered by the CITY, or any person working on our behalf, during the course of construction and/or maintenance on public land or Federal land, shall be immediately reported to the BUREAU. The CITY shall suspend all operations in the immediate vicinity of such discovery. An evaluation of such discovery shall be made by the BUREAU, pursuant to the direction and criteria of Section 106 of the National Historic Preservation Act. The evaluation will determine whether the discovery is eligible for the National Register of Historic places and what mitigation measures are necessary to protect it. The CITY will be responsible for the cost of evaluation and any decision as to the proper mitigation measures will be made by the BUREAU after consulting with the CITY. Operation may resume only upon written authorization to proceed from the BUREAU.

d. CITY shall comply with all applicable Federal laws and regulations existing or hereafter promulgated. In any event City shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated or stored in the lands (see 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193). Additionally, any release of a toxic substance (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117, shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of any reportable release or spill of any toxic substance shall be furnished to the BUREAU concurrent with the filing of reports to the involved Federal agency or State government.

e. This AGREEMENT is effective on the date of the last signature affixed below and will continue for three years with the option to renew.

f. Either party may terminate this AGREEMENT after giving (60) days written notice to the other party, subject to the reclamation clause in B.2 above.

TECHNICAL CONTACTS

Ken Arnold, Public Works Operations Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
Telephone: (775) 887-2355

Linda Kelly
USDI Bureau of Land Management
Carson City Field Office
5665 Morgan Mill Road
Carson City, NV 89701
Telephone: (775) 885-6118

Approved as to Legal Form
Carson City District Attorney's Office

Date: _____

APPROVAL FOR CARSON CITY

Marv Teixeira
Mayor

Date: _____

APPROVAL FOR BLM CARSON CITY FIELD OFFICE

Donald T. Hicks
Manager

Donald T. Hicks
Date: 10/31/2006

ATTEST:

Alan Glover, Clerk-Recorder