

Item # 8-5

**City of Carson City  
Agenda Report**

**Date Submitted:** March 10, 2009

**Agenda Date Requested:** March 19, 2009  
**Time Requested:** Consent Agenda

**To:** Mayor and Supervisors

**From:** Parks and Recreation Department

**Subject Title:** Action to accept a \$130,960 grant from the Land and Water Conservation Fund for the Urban Fishing Pond Project located at the Carson City Fairgrounds / Fuji Park and to authorize staff to prepare and execute the necessary legal documents including a deed restriction and a perpetual guarantee of public access to the project site.

**Staff Summary:** Carson City has been awarded \$130,960 grant from the Land and Water Conservation Fund (LWCF) to assist in the construction of an urban fishing pond and associated Americans with Disabilities Act (ADA) accessible path at the Carson City Fairgrounds / Fuji Park. A grant requirement of the City is to develop a deed restriction to encumber approximately 3.3 acres of APN 9-303-03 for the project area, including language which allows public access to the pond in perpetuity from adjoining city parcels, APN's 9-303-03 and -02. In addition, the deed restriction must require that all property acquired or developed with LWCF assistance be retained and used for public outdoor recreation.

**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 accept a \$130,960 grant from the Land and Water Conservation Fund for the Urban Fishing Pond Project located at the Carson City Fairgrounds / Fuji Park and to authorize staff to prepare and execute the necessary legal documents including a deed restriction and a perpetual guarantee of public access to the project site.

**Explanation for Recommended Board Action:** The Parks and Recreation Department has been seeking a variety of funding and donation opportunities, including grants, to complete the Urban Fishing Pond. This project is one of many phased improvements planned for and identified on the adopted Carson City Fairgrounds / Fuji Park Conceptual Plan (Refer to Exhibit A). This conceptual plan is implemented in phases as grant funding, such as the Land and Water Conservation Fund administered by the Nevada State Parks, becomes available. The LWCF project agreement, ready for the Mayor's signature, is attached as Exhibit B. The main grant acceptance requirement is a deed restriction which limits land use for public outdoor recreation and secures public access in perpetuity to the project site.

**Applicable Statute, Code, Policy, Rule or Regulation:**

Carson City Fairgrounds / Fuji Park Conceptual Site Plan

Carson City Parks and Recreation Master Plan

N.R.S. 244.195

**Fiscal Impact:** The project's available budget will increase by \$130,960

**Explanation of Impact:** There will be a positive impact to project's design and construction budget.

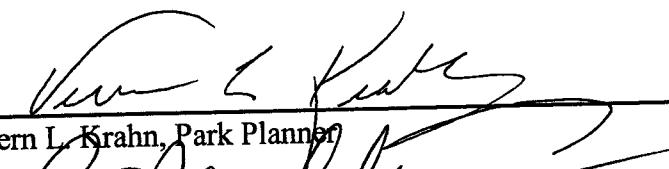
**Funding Source:** Not applicable at this time

**Alternatives:** 1) Reject the Land and Water Conservation Fund grant  
2) Request modifications to the project agreement

**Supporting Material:**

- 1) Exhibit A - Carson City Fairgrounds / Fuji Park Conceptual Plan
- 2) Exhibit B - LWCF Project Agreement
- 3) Exhibit C - LWCF State Assistance Program Manual/Chapter 8, Paragraph E

**Prepared By:**

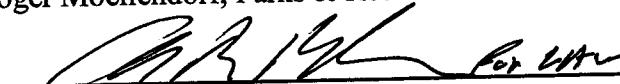
  
Vern L. Krahn, Park Planner

Date: 3/10/09

**Reviewed By:**

  
Roger Moellendorf, Parks & Recreation Director

Date: 3/18/09

  
Larry Werner, City Manager

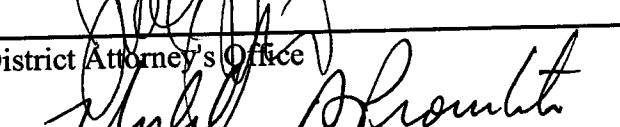
Date: 3/10/09

  
Andy Burnham, Public Works Director

Date: 3/10/09

  
District Attorney's Office

Date: 3/10/09

  
Finance Department

Date: 3/10/09

**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"

## Exhibit A



## Exhibit A

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

# Exhibit B

STATE OF NEVADA  
Division of State Parks  
Land & Water Conservation Fund Project Agreement

<b>Participant</b> <b>Carson City, NV</b>	<b>Project Number</b> <b>32-00301</b>
<b>Project title</b> <b>Urban Fishing Pond</b>	
<b>Period Covered by this Agreement</b> <b>From: December 09, 2008 To: December 31, 2011</b>	
<b>Project Scope (Description of Project)</b> <b>Construction of urban fishing pond and ADA accessible path at Fuji Park in Carson City, NV</b>	
<b>Project Cost</b>	
Total Cost	\$ 261,920_____
Federal Grant	\$ 130,960_____
Local Share total cost of project)	\$ 130,960 (not to exceed 50% of
The following attachments are hereby incorporated into this agreement: <ol style="list-style-type: none"><li>1. General Provisions</li><li>2. Project Proposal</li></ol>	

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

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(Signature)

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(Signature)

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(Name - State Liaison Officer)

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Carson City, Nevada  
(Name of Political Subdivision)

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(Title)

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Mayor Bob Crowell  
(Typed Name)

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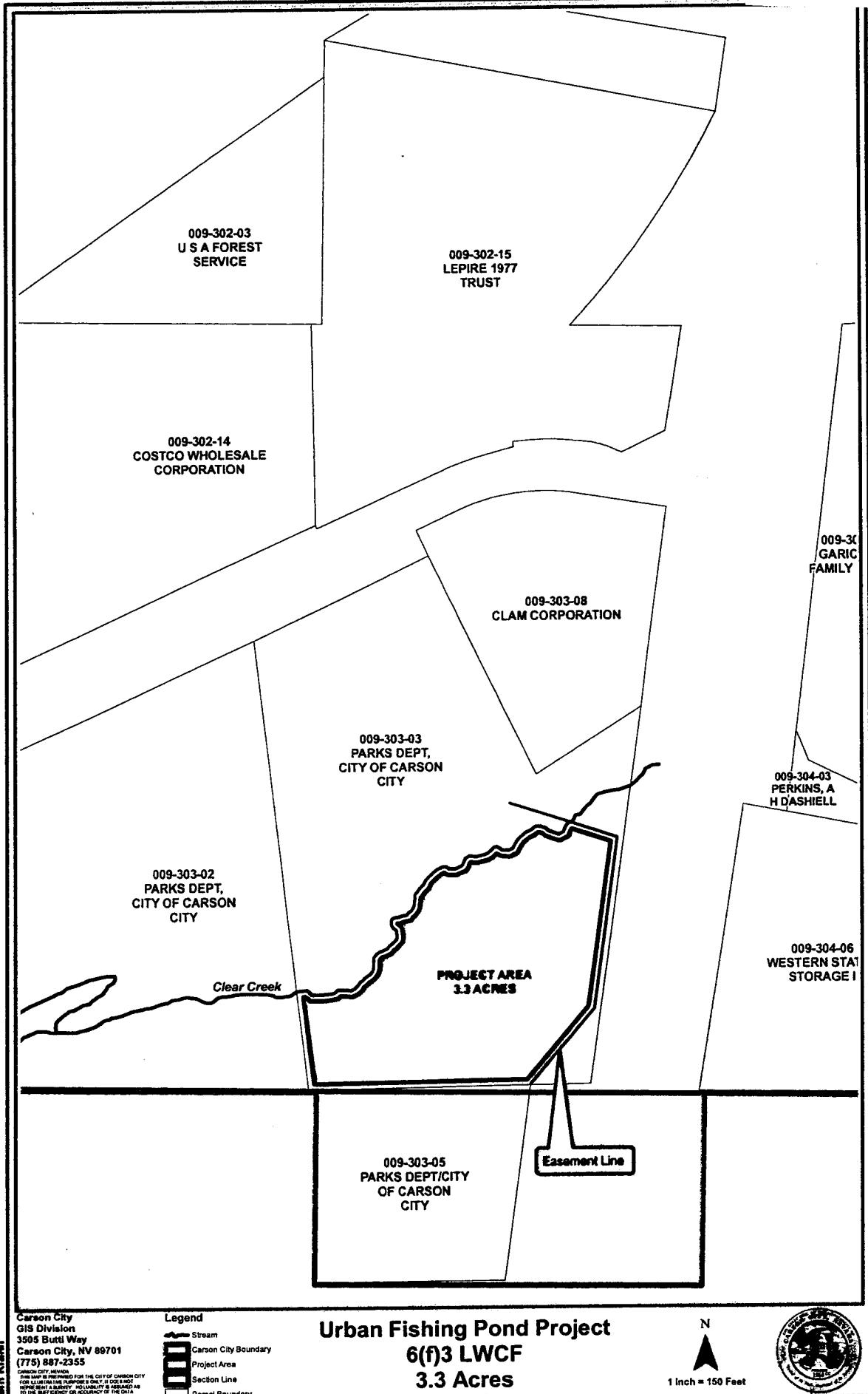
(Date)

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March 19, 2009  
(Date)

REV. 12/25/99

# Exhibit B



# Exhibit C

NATIONAL PARK SERVICE  
U. S. DEPARTMENT OF THE INTERIOR

## LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM



**FEDERAL FINANCIAL ASSISTANCE MANUAL**  
**Volume 69**

**Effective Date: October 1, 2008**

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public use of the leased or concessioned area/facility be restricted or the outdoor recreation resource be compromised.

All lease documents and concession agreements for the operation of LWCF-assisted sites by private organizations or individuals must address the following:

1. In order to protect the public interest, the project sponsor must have a clear ability to periodically review the performance of the lessee/concessioner and terminate the lease/agreement if its terms and the provisions of the grant agreement, including standards of maintenance, public use, and accessibility, are not met.
2. The lease/agreement document should clearly indicate that the leased/concessioned area is to be operated by the lessee/concessioner for public outdoor recreation purposes in compliance with provisions of the Land and Water Conservation Fund Act and implementing guidelines (36 CFR 59). As such, the document should require the area be identified as publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising, and is operated by a lessee/concessioner as identified in the public information to eliminate the perception the area is private.
3. The lease/agreement document should require all fees charged by the lessee/concessioner to the public must be competitive with similar private facilities.
4. The lease/agreement document should make clear compliance with all Civil Rights and accessibility legislation (e.g., Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, and Americans with Disabilities Act) is required, and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.

#### **E. Conversions of Use**

Property acquired or developed with LWCF assistance shall be retained and used for public outdoor recreation. Any property so acquired and/or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the approval of NPS pursuant to Section 6(f)(3) of the LWCF Act and these regulations. The conversion provisions of Section 6(f)(3), 36 CFR Part 59, and these guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the program in the assisted area or facility and consistent with the contractual agreement between NPS and the State.

Responsibility for compliance and enforcement of these provisions rests with the State for both state and locally sponsored projects. The responsibilities cited herein are applicable to the area depicted or otherwise described on the 6(f)(3) boundary map and/or as described in other project documentation approved by the Department of the Interior. This mutually agreed to area normally exceeds that actually receiving LWCF assistance so as to assure the protection of a viable recreation entity.