



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** August 17, 2017

**Staff Contact:** Ann Bollinger, Open Space Administrator (abollinger@carson.org)

**Agenda Title:** For possible action: To authorize the Mayor to sign the Project Agreement from the State of Nevada, Division of State Lands providing \$200,000 for trail improvements on the north end of the Prison Hill Recreation Area. (Ann Bollinger, abollinger@carson.org)

**Staff Summary:** The grant award of \$200,000 from the Recreational Trails Program will help fund and improve the trailhead and trails at the 5th Street access point to the Prison Hill Recreation Area. The trailhead improvements include a gravel parking area, restroom, shade structure and picnic table, interpretive panels, dog sanitation station, trash cans, and navigational signage. Trail improvements include construction and/or designation of official routes as well as closure and restoration of redundant and/or unsustainable trails.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

---

## **Proposed Motion**

I move to authorize the Mayor to sign the Project Agreement from the State of Nevada, Division of State Lands providing \$200,000 for a new trailhead and trail improvements on the north end of the Prison Hill Recreation Area.

## **Board's Strategic Goal**

Quality of Life

## **Previous Action**

February 4, 2016: The Board of Supervisors moved 5-0 to accept the recommendation of the Open Space Advisory Committee and submit a grant application to the Recreational Trails Program for trail and trailhead improvements at the north end of the Prison Hill Recreation Area.

## **Background/Issues & Analysis**

Per the Omnibus Public Land Management Act of 2009, the Prison Hill Recreation Area was conveyed from the Bureau of Land Management (BLM) to Carson City. Prior to the conveyance, the north end was considered a non-motorized recreation area; however, measures were not in place to prohibit vehicle access. Hence, there are several redundant and unsustainable "trails" throughout the area. At the time of the conveyance, BLM assisted with closing the north end to vehicles. In addition to improving the non-motorized trail system, this project will improve the trailhead from a dirt parking area to a new gravel parking surface and add a few amenities.

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

CCMC Chapter 13.06 Open Space

Carson City's Grant Policy

Carson City's Unified Pathways Master Plan

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: Quality of Life - Open Space: professional services 254-5047-452-0309 and maintenance/management 254-5047-452-0450

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: The Recreational Trails Program requires a minimum 20% match on funding requests. Carson City's match will help fund design and construction.

**Alternatives**

Not to accept the project agreement.

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**STATE OF NEVADA**  
**Division of State Parks**  
**Recreational Trails Program Project Agreement**

<b>FHWA RECREATION TRAILS PROGRAM, CFDA 20.219</b>																	
Project Sponsor: Carson City Parks, Recreation & Open Space Department	Project Number: 2016-13  Federal Grant Share Source: Z940																
Project Name: Prison Hill 5 <sup>th</sup> Street Trailhead																	
Period Covered by Agreement: From: Date of this fully authorized agreement To: 09/01/2020																	
Scope of Work: Carson City Parks and Recreation will install a new trailhead and improve trail alignments at the 5 <sup>th</sup> Street access point to the Prison Hill Recreation Area. The trailhead will include: parking spaces, pathway, restroom, shade structure, picnic table, interpretive panels, dog sanitation station, trash cans, and navigational signage.																	
Total Project Cost: \$251,141	Federal Grant Share: \$ <u>200,000</u> <u>80 %</u>  Matching Share:     \$ <u>51,141</u> <u>20 %</u>																
The following attachments are hereby incorporated into this agreement:  <input checked="" type="checkbox"/> 2016 Project application as submitted.																	
<p>This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.</p> <p>The project sponsor agrees to submit quarterly progress reports. Reports must be submitted to the Nevada Division of State Parks on the forms provided by the Division on the dates listed below, in accordance with Nevada's FY 2017 Recreational Trails Program Manual.</p> <p>Requests for reimbursement may be submitted at any time, but must be at least every 9 months after the Notice to Proceed is issued.</p> <p><b>Quarterly Report Due Dates:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">1<sup>st</sup> quarter</td> <td style="width: 40%;">January 1 through March 31</td> <td style="width: 20%;">Report due:</td> <td style="width: 20%;">April 10</td> </tr> <tr> <td>2<sup>nd</sup> quarter</td> <td>April 1 through June 30</td> <td>Report due:</td> <td>July 10</td> </tr> <tr> <td>3<sup>rd</sup> quarter</td> <td>July 1 through September 30</td> <td>Report due:</td> <td>October 10</td> </tr> <tr> <td>4<sup>th</sup> quarter</td> <td>October 1 through December 31</td> <td>Report due:</td> <td>January 10</td> </tr> </table>		1 <sup>st</sup> quarter	January 1 through March 31	Report due:	April 10	2 <sup>nd</sup> quarter	April 1 through June 30	Report due:	July 10	3 <sup>rd</sup> quarter	July 1 through September 30	Report due:	October 10	4 <sup>th</sup> quarter	October 1 through December 31	Report due:	January 10
1 <sup>st</sup> quarter	January 1 through March 31	Report due:	April 10														
2 <sup>nd</sup> quarter	April 1 through June 30	Report due:	July 10														
3 <sup>rd</sup> quarter	July 1 through September 30	Report due:	October 10														
4 <sup>th</sup> quarter	October 1 through December 31	Report due:	January 10														

The grant recipient shall:

1. Keep detailed records on the particular project.
2. Fully support reimbursement requests with complete documentation of funds spent and match, such as invoices paid, timesheets, wage rates, volunteer documentation and copies of cancelled checks.
3. Forward copies of the documentation to the Division of State Parks with each quarterly reimbursement request for inclusion in the project's permanent file.
4. Provide for accounting procedures necessary to assure proper disbursement and accounting for moneys paid.
5. Base the accounting procedures on generally accepted accounting standards and meet the following minimum requirements unless the Division of State Parks agrees to specific exceptions.
  - a) Establishment of separate accounts and supporting documentation. Each project account should be identified by the number assigned to the project by the Division of State Parks.
  - b) Identification of all receipts in sufficient detail to show the dates and sources of such receipts. Receipts and/or invoices should be labeled whether they apply to the grant share or matching share.
  - c) Itemization of all supporting records of project expenditures in sufficient detail to show the exact nature of expenditures.
  - d) When payment is by check, the canceled check should be properly identified and filed. Receipts and/or invoices must support all cash disbursements.

**Incomplete requests may be returned and will need to be resubmitted in the following billing quarter.**

**Non-Federal entities that expend \$500,000.00 or more in a year in total Federal Awards must comply with *OMB Circular No. A-133*.**

Land owned by the grantee, or in the case of a nonprofit grantee or governmental entity, which is acquired with RTP funds, shall have a deed restriction upon said property as an outdoor recreational site open, accessible and maintained for the use and benefit of the general public for ninety-nine (99) years. Land under ownership of the grantee or controlled such as by lease, upon which RTP funding for trail access development or maintenance is being used, shall be dedicated as an outdoor recreation trail open, accessible and maintained for the use and benefit of the general public for a minimum of twenty-five (25) years after the project completion date as set forth in the Project Agreement. A lease must not be revocable at will and must contain a clause which enables the grantee to dedicate by deeded easement, the land for the twenty-five (25) year period. All deed dedications must be recorded in the public property records by the grantee, or in the case of a nonprofit grantee, by the land owner.

The grantee must have and prove sufficient control and tenure of the project site that a conversion of use will not occur without appropriate mitigation to the satisfaction of the Division of State Parks and FHWA.

The State of Nevada hereby promises, in consideration of the promises made by the Project Sponsor herein, to take the necessary steps and action and to attempt to enter into an agreement with the Federal Highway Administration to obtain Federal Money for that portion of the project referred to as Federal Assistance, to accept such funds from the United States and to tender to the Project Sponsor that portion of the obligation which is required as the Federal Grant.

The Project Sponsor 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 and as described in the Nevada Recreational Trails Program Grants Manual.

*Title 23: Highways*

**PART 630—PRECONSTRUCTION PROCEDURES**

[Subpart A—Project Authorization and Agreements](#)

**§ 630.112 Agreement provisions.**

[↑ top](#)

(a) The State, through its transportation department, accepts and agrees to comply with the applicable terms and conditions set forth in title 23, U.S.C., the regulations issued pursuant thereto, the policies and procedures promulgated by the FHWA relative to the designated project covered by the agreement, and all other applicable Federal laws and regulations.

(b) Federal funds obligated for the project must not exceed the amount agreed to on the project agreement, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the execution of a formal project agreement with the FHWA.

(c) The State must stipulate that as a condition to payment of the Federal funds obligated, it accepts and will comply with the following applicable provisions:

(1) *Project for acquisition of rights-of-way.* In the event that actual construction of a road on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the STD will repay to the FHWA the sum or sums of Federal funds paid to the transportation department under the terms of the agreement. The State may request a time extension beyond the 20-year limit with no repayment of Federal funds, and the FHWA may approve this request if it is considered reasonable.

(2) *Preliminary engineering project.* In the event that right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the STD will repay to the FHWA the sum or sums of Federal funds paid to the transportation department under the terms of the agreement. The State may request a time extension for any preliminary engineering project beyond the 10-year limit with no repayment of Federal funds, and the FHWA may approve this request if it is considered reasonable.

(3) *Drug-free workplace certification.* By signing the project agreement, the STD agrees to provide a drug-free workplace as required by 49 CFR part 29, subpart F. In signing the project agreement, the State is providing the certification required in appendix C to 49 CFR part 29, unless the State provides an annual certification.

(4) *Suspension and debarment certification.* By signing the project agreement, the STD agrees to fulfill the responsibility imposed by 49 CFR 29.510 regarding debarment, suspension, and other responsibility matters. In signing the project agreement, the State is providing the certification for its principals required in appendix A to 49 CFR part 29.

(5) *Lobbying certification.* By signing the project agreement, the STD agrees to abide by the lobbying restrictions set forth in 49 CFR part 20. In signing the project agreement, the State is providing the certification required in appendix A to 49 CFR part 20.

In witness whereof, the parties hereto have executed this agreement as of the date below:

STATE OF NEVADA

PROJECT SPONSOR

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Janice Keillor

\_\_\_\_\_  
Robert L. Crowell

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Parks and Recreation Program Manager

\_\_\_\_\_  
Mayor, Carson City

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Board/Commission/Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Reimbursement checks should be made payable to:

Name of Agency/Individual: \_\_\_\_\_ Carson City Parks, Recreation & Open Space Department \_\_\_\_\_

Address: \_\_\_\_\_ 3303 Butti Way, Building #9 \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Carson City, NV 89701 \_\_\_\_\_

TAX ID A-440312 / EIN # 88-6000189  
DUNS 073787152