

Item # 4-1A

**City of Carson City
Agenda Report**

Date Submitted: July 3, 2008

Agenda Date Requested: July 17, 2008
Time Requested: Consent

To: Mayor and Supervisors

From: Andrew Burnham, Public Works Director

Subject Title: Action to approve Amendment #3 to Interlocal Agreement PR561-03-015 by and between NDOT and Carson City ("Phase 1B Freeway Agreement") to provide for the City maintaining a storm drainage facility adjacent to the North Carson Crossing commercial shopping center and the Carson City Freeway.

Staff Summary:

This amendment to the Phase 1B Freeway Agreement provides for the City maintaining a drainage channel and trash rack on lands to be disposed of by NDOT to the North Carson Crossing commercial development which will allow for additional commercial development to be accommodated at the center. The action facilitates the disposal action by NDOT. The City already is obligated to maintain drainage facilities along College Parkway which feed into this channel.

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 approve Amendment #3 to Interlocal Agreement PR561-03-015 by and between NDOT and Carson City ("Phase 1B Freeway Agreement") to provide for the City maintaining a storm drainage facility adjacent to the North Carson Crossing commercial shopping center and the Carson City Freeway.

Explanation for Recommended Board Action:

Approving this Agreement will allow the City to maintain a storm drainage facility adjacent to the North Carson Crossing commercial shopping center and the Carson City Freeway. The action facilitates the disposal action by NDOT and which will allow for additional commercial development to be accommodated at the center. The City already is obligated to maintain drainage facilities along College Parkway which feed into this channel. This is the 3rd Amendment to Agreement PR561-03-015 which deals with Phase 1B of the Carson City Freeway.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: On-going maintenance costs of \$1000 annually.

Explanation of Impact: Annual costs will be funded from the Stormwater Utility.

Funding Source: Stormwater Utility Fund 505.

Alternatives: Not approve the Agreement, which will negate the disposal of surplus Freeway property.

Supporting Material: Amendment #3 to Agreement PR561-03-015.

Prepared By: Andrew R. Burnham

Reviewed By: _____
(Department Head)

Date: 7/8/08

(City Manager)

Date: 7/8/08

Melanie Burkett
(District Attorney)

Date: 7-8-08

Dorey Paulson
(Finance Director)

Date: 7-8-08

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)



STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

JIM GIBBONS
Governor

SUSAN MARTINOVICH, P.E., *Director*

June 20, 2008

In Reply Refer to:

Andy Burnham, Public Work Director
Carson City Development Services
3505 Butti Way
Carson City, Nevada 89701

Carson City Freeway
Agreement No. PR561-03-015
Amendment No. 3
Surplus Property & Maintenance

Dear Andy,

I have attached Amendment No. 3 to Agreement No. PR561-03-015. Carson City's commitment to maintain the storm drain system to facilitate the disposal of NDOT property is described in the Amendment based on the letter I received from Jeff Sharp (dated May 6, 2008).

Please obtain the necessary signatures and return to me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Gallegos".

Jim Gallegos, P. E.
Project Manager, Carson City Freeway

Attach:

cc: Larry Werner, City Manager
Jeffrey A. Sharp, City Engineer
Kirk Johnson, Attorney (Kent Witt)
Kent Witt, Developer



Amendment No. 3 to
Cooperative Agreement No. PR561-03-015

This Amendment made and entered into this ____ day of _____, 2008, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and CARSON CITY, a consolidated municipality under the State of Nevada, hereinafter called CITY.

WITNESSETH:

WHEREAS, on May 1, 2003, the parties entered into Agreement No. PR561-03-015 for the purpose of the construction of the Carson City Freeway, a limited access freeway facility to traverse around downtown Carson City, Nevada on the east side of Carson City from US 395 north at Lakeview Hill to the intersection of US 395/US 50 south, hereinafter called the FREEWAY; and

WHEREAS, on March 24, 2004, the parties entered into Amendment No. 1 to Agreement No. PR561-03-015, in order to address changes to Phase 1B and construction documents to include the extension of Positive Place; and

WHEREAS, on September 1, 2004, the parties entered into Amendment No. 2 to Agreement No. PR561-03-015, in order to address improvements on College Parkway between Hot Springs Road and the FREEWAY, so as to minimize construction impacts to the traveling public and accommodate local development; and

WHEREAS the parties hereto desire to make certain amendments to Agreement No. PR561-03-015.

NOW, THEREFORE, the parties agree as follows:

A. ARTICLE I-CITY AGREES is amended by adding the following Paragraphs:

15. Upon the DEPARTMENT's disposal of the surplus property depicted in EXHIBIT "G", attached hereto and incorporated herein, the CITY shall undertake the perpetual operation and maintenance responsibilities for that existing earthen trapezoidal channel and appurtenances, together with any and all changes to be made to said drainage channel located adjacent to the FREEWAY in the southwest quadrant of the College Parkway Interchange, depicted within EXHIBIT "F" attached hereto and incorporated herein, with said perpetual operation and maintenance responsibilities to include, but not be limited to cleaning, repairing and reconstructing the trapezoidal channel, headwalls and trash rack at the existing eleven (11) foot by six (6) foot concrete box culvert.

16. The CITY shall, in perpetuity, notify the DEPARTMENT's District II Maintenance Engineer prior to performing maintenance activities within the DEPARTMENT's control of access as depicted in EXHIBIT "F" and "G".

17. The CITY shall obtain the consent of that owner of real property upon which said drainage facility and appurtenances are located, and shall obtain the consent of all successors in interest to said real property, allowing the CITY to access, operate and maintain said drainage channel and its appurtenances, and shall obtain all necessary consent from any and all owners of adjacent real property, and their successors in interest, upon whose lands it will be necessary for the CITY to enter in order to perpetually operate and maintain said drainage channel, appurtenances and changes to be made to the same.

18. The CITY shall, in perpetuity, obtain the DEPARTMENT's written approval prior to making or allowing others to make changes to said drainage channel and its appurtenances.

B. ARTICLE II-DEPARTMENT AGREES is amended by adding the following Paragraphs:

14. The DEPARTMENT shall dispose of the surplus property as depicted in EXHIBIT "G" upon approval by its Board of Directors, and in connection with said disposal, the DEPARTMENT shall obtain the consent of the purchaser to allow the CITY, in perpetuity, to operate and maintain the drainage channel and its appurtenances located upon said conveyed surplus property, and to allow the CITY, in perpetuity to enter upon said conveyed surplus property for the purposes of the operation and maintenance of the drainage channel and its appurtenances, with said consent to be a condition running with the land, and to be binding upon all successors in interest to said conveyed surplus real property.

15. The DEPARTMENT shall, in perpetuity, allow the CITY to access the DEPARTMENT's right-of-way upon the CITY's prior provision of notification to the DEPARTMENT, in order to allow the CITY to perform its operation and maintenance responsibilities concerning the drainage channel and its appurtenances, including but not limited to the headwalls and trash rack at the existing eleven (11) foot by six (6) foot concrete box culvert.

C. All other provisions of Agreement No. PR561-03-015 dated May 1, 2003, and Amendment No. 1 dated March 25, 2004 and Amendment No. 2 dated September 1, 2004 shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

CARSON CITY

STATE OF NEVADA, acting by and through
It's DEPARTMENT OF TRANSPORTATION

Marv Teixeira, Mayor

Director

Approved as to Form

Reviewed:

Deputy District Attorney

James R. Souba, P.E.
Assistant Director of Engineering

Recommended:

Recommended:

Andrew Burnham, Public Works Director

Thor Dyson, P.E., District II Engineer

Reviewed:

Jim Gallegos, Project Manager

Approved as to Legality and Form:

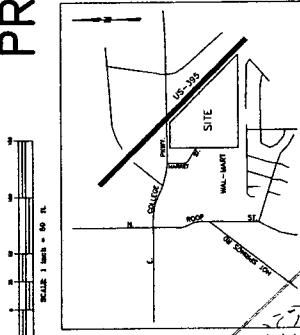
Deputy Attorney General

NORTH CARSON CROSSING - NDOT SURPLUS PROPERTY

OWNER / DEVELOPER
 NORTH CARSON CROSSING, LLC
 PO BOX 12457
 RENO, NV 89501
 (775) 853-3073
 KENT WITT

CIVIL ENGINEER
 CCM ENGINEERING AND DESIGN, LTD
 9498 DOUBLE R BLVD., STE. B
 RENO, NEVADA 89521
 PHONE: (775) 856-3312
 FAX: (775) 856-3318

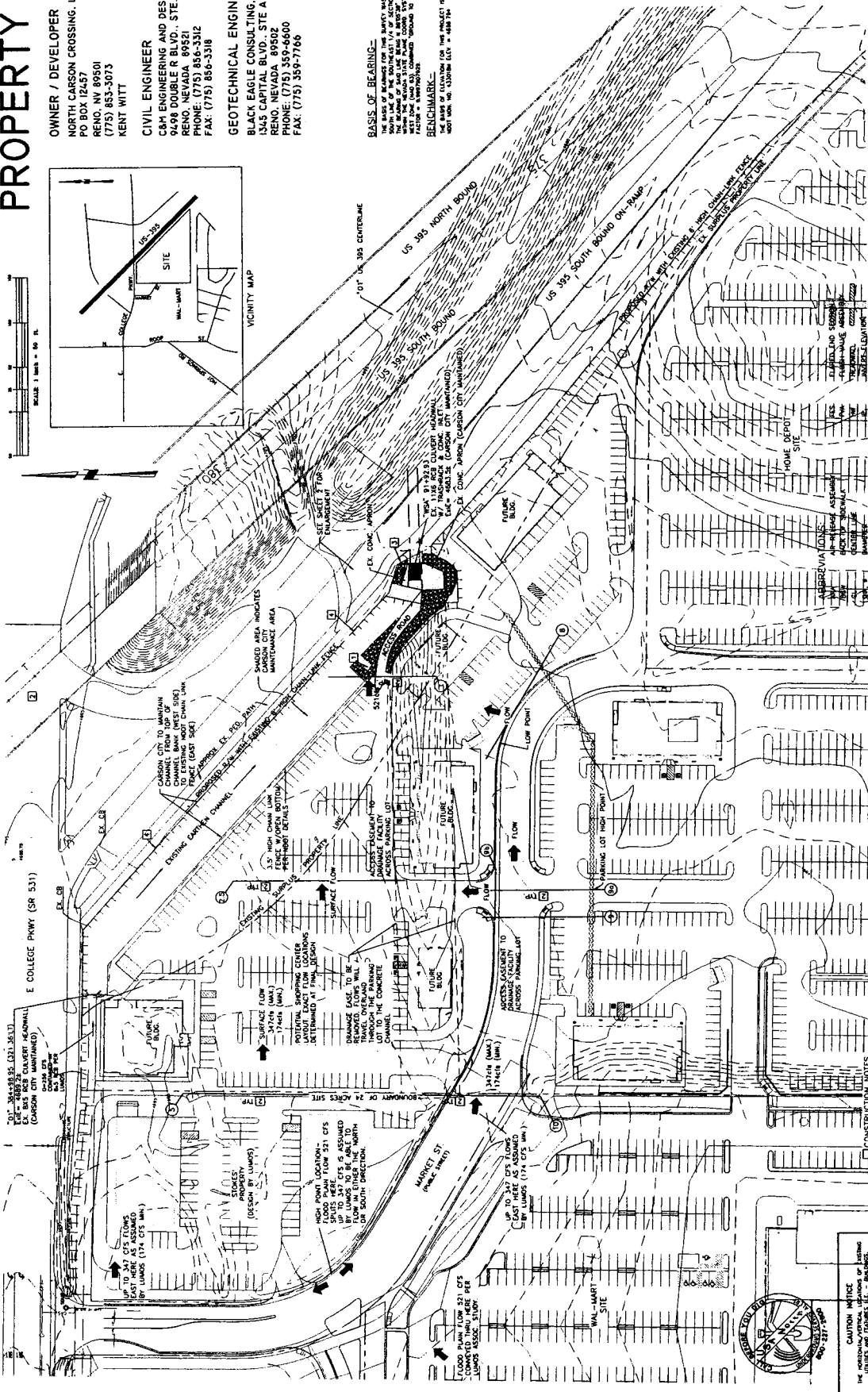
GEOTECHNICAL ENGINEER
 BLACK EAGLE CONSULTING, INC.
 1345 CAPITAL BLVD., STE A
 RENO, NEVADA 89502
 PHONE: (775) 399-6600
 FAX: (775) 399-7766



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CHANNEL IMPROVEMENTS

NDOT SURPLUS PROPERTY
 SHEET 2-1



CONSTRUCTION NOTES

1. EXISTING CHANNEL FLOOR TO BE MAINTAINED AS SHOWN UNLESS OTHERWISE NOTED.
2. ALL CHANNEL WALLS TO BE CONCRETE UNLESS OTHERWISE NOTED.
3. ALL CHANNEL WALLS TO BE 36" HIGH WITH A MINIMUM 12" FINISH GRADE ELEVATION AT THE TOP OF THE WALL.
4. ALL CHANNEL WALLS TO BE FINISHED WITH A FINISH GRADE ELEVATION OF 7.00' (FINISH GRADE ELEVATION OF 7.00' SHALL BE MAINTAINED THROUGHOUT THE PROJECT).
5. ALL CHANNEL WALLS TO BE FINISHED WITH A FINISH GRADE ELEVATION OF 7.00' (FINISH GRADE ELEVATION OF 7.00' SHALL BE MAINTAINED THROUGHOUT THE PROJECT).

CAUTION NOTICE
 THE VERTICAL CURVES SHOWN ON THIS DRAWING ARE THE RESULT OF A COMPUTATION MADE BY THE ENGINEER. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE ACCURACY OF THE COMPUTATION. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE FIELD DATA OR THE ACCURACY OF THE FIELD SURVEYING. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE FIELD SURVEYING. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE FIELD SURVEYING.

DATE	BY	REVISION

PROJECT NO. 0001 - 01

NO.	DATE	BY	REVISION

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
SUBMITTAL STATUS	
PRELIMINARY	
FINAL	
AS BUILT	

EXHIBIT "F"

FL	FINISH GRADE ELEVATION
FG	FINISH GRADE ELEVATION
FC	FINISH GRADE ELEVATION
FD	FINISH GRADE ELEVATION
FE	FINISH GRADE ELEVATION
FF	FINISH GRADE ELEVATION
FM	FINISH GRADE ELEVATION
FN	FINISH GRADE ELEVATION
FO	FINISH GRADE ELEVATION
FP	FINISH GRADE ELEVATION
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FH	FINISH GRADE ELEVATION
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FJ	FINISH GRADE ELEVATION
FK	FINISH GRADE ELEVATION
FL	FINISH GRADE ELEVATION

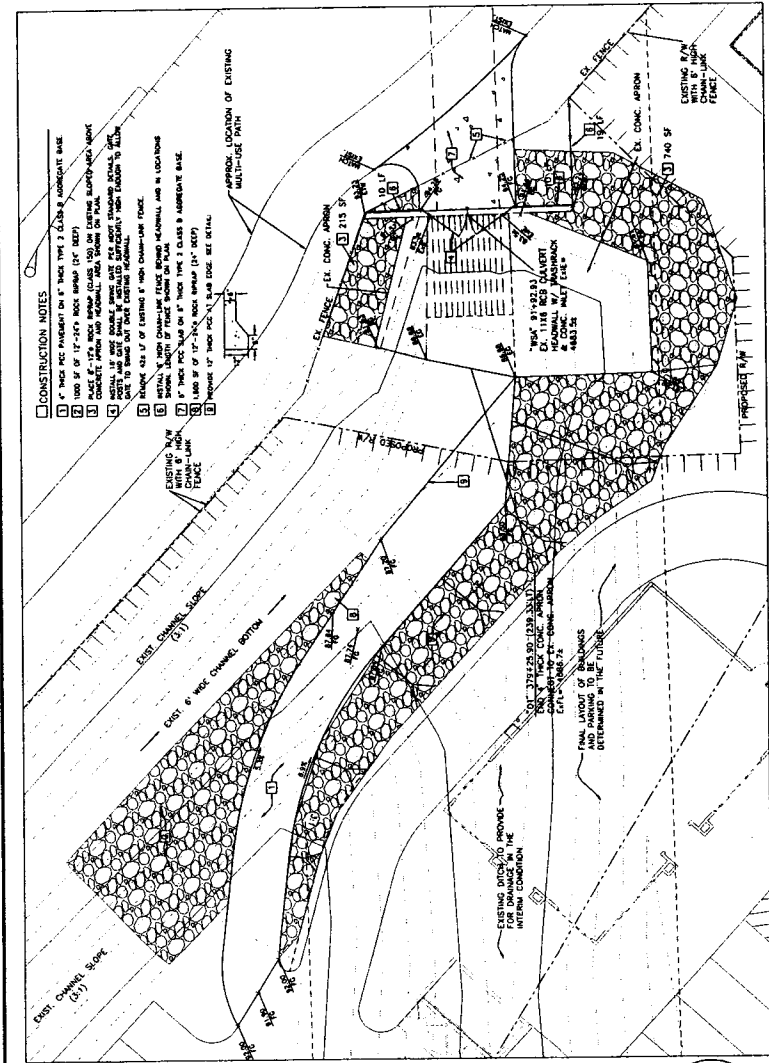
C & M ENGINEERING AND DESIGN, LTD.
 1000 DOUBLE BAYV. STE. B
 RENO, NV 89501
 PHONE: (775) 856-3112
 FAX: (775) 856-3118

DESIGNED BY	PROJECT NO.	DATE
DRAWN BY	PROJECT NAME	DATE
CHECKED BY	PROJECT LOCATION	DATE
APPROVED BY	PROJECT STATUS	DATE
DATE	PROJECT	DATE

CHANNEL IMPROVEMENTS

NDOT SURPLUS PROPERTY

CARSON CITY
 SHEET NO. 2
 OF 2



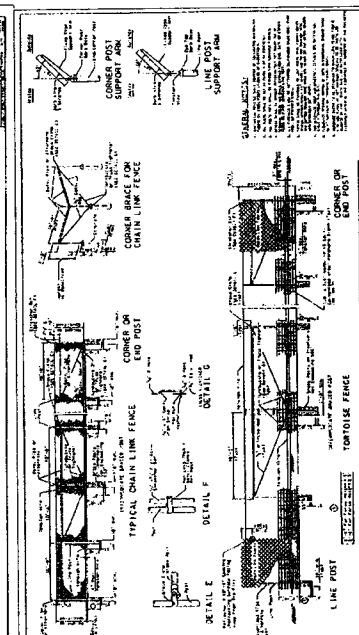
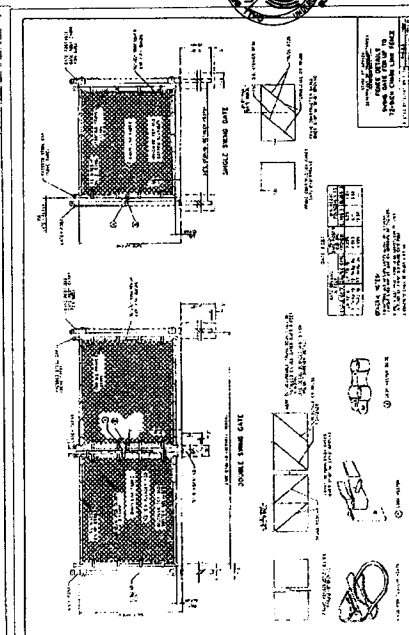
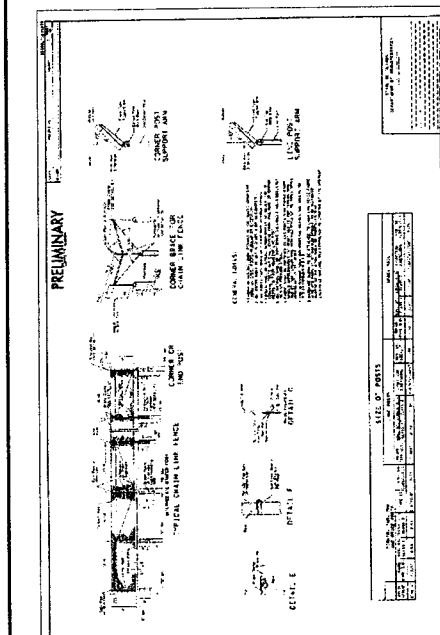
- CONSTRUCTION NOTES**
1. 4" HIGH REC. PAVEMENT ON 4" THICK TRK 3 CLASS SUBGRADE BASE.
 2. 100 SF OF 17" x 17" REINFORCING BARS (CLASS 100) ON EXISTING SUBGRADE WORK.
 3. CONCRETE APRON WITH 8" THICK TRK 3 CLASS SUBGRADE WORK.
 4. ALL CONCRETE SHALL BE PLACED AND FINISHED TO MATCH EXISTING CHANNEL TO MATCH TO MATCH OUT TO MATCH OUT OUR EXISTING CHANNEL.
 5. FINISH TOP OF EXISTING 4" HIGH CHANNEL WORK.
 6. FINISH TOP OF EXISTING 4" HIGH CHANNEL WORK.
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 9. FINISH TOP OF EXISTING 4" HIGH CHANNEL WORK.
 10. FINISH TOP OF EXISTING 4" HIGH CHANNEL WORK.
 11. FINISH TOP OF EXISTING 4" HIGH CHANNEL WORK.
 12. FINISH TOP OF EXISTING 4" HIGH CHANNEL WORK.

DETAIL 'A'
 SCALE 1"=10'

GENERAL NOTES

1. All construction and materials shall conform to the Standards Specifications for Public Works Construction (SSPWC) as adopted by Carson City and approved specifications and details approved by the Nevada State Engineer. All specifications referenced herein refer to the SSPWC unless otherwise noted. The contractor shall provide and maintain all necessary traffic control throughout construction, in accordance with approved plans (MUTED, latest edition) and the State of Nevada, Department of Transportation traffic control standards.
2. The contractor shall be responsible for the general safety during construction. The contractor shall fence and barricade the construction area as required to protect the public and shall comply with all applicable provisions of SSPWC and Nevada Chapter 618, in compliance with all applicable provisions of SSPWC and Nevada Chapter 618, in compliance with all applicable provisions of SSPWC and Nevada Chapter 618.
3. The contractor shall assume full and complete responsibility for job site conditions during the course of construction of the project, including but not limited to normal working hours. The contractor shall maintain adequate access to all adjacent streets and shall maintain all adjacent streets and shall maintain all adjacent streets.
4. The contractor shall assume full and complete responsibility for job site conditions during the course of construction of the project, including but not limited to normal working hours. The contractor shall maintain adequate access to all adjacent streets and shall maintain all adjacent streets.
5. The contractor shall be responsible for the location and/or protection of all existing structures, utilities, and other existing improvements throughout construction.
6. The contractor shall pursue work in a continuous and diligent manner to ensure a timely completion of the project.
7. The contractor shall coordinate with the Owner as to the quantity of work to be checked for approval.
8. The contractor shall incorporate adequate drainage during construction to eliminate excessive ponding and/or erosion.

EXHIBIT "F"



SIZE OF PAVEMENT	CONCRETE	REINFORCING BARS	FOUNDATION
4" HIGH REC. PAVEMENT ON 4" THICK TRK 3 CLASS SUBGRADE BASE	CONCRETE	REINFORCING BARS	FOUNDATION
100 SF OF 17" x 17" REINFORCING BARS (CLASS 100) ON EXISTING SUBGRADE WORK	CONCRETE	REINFORCING BARS	FOUNDATION
CONCRETE APRON WITH 8" THICK TRK 3 CLASS SUBGRADE WORK	CONCRETE	REINFORCING BARS	FOUNDATION

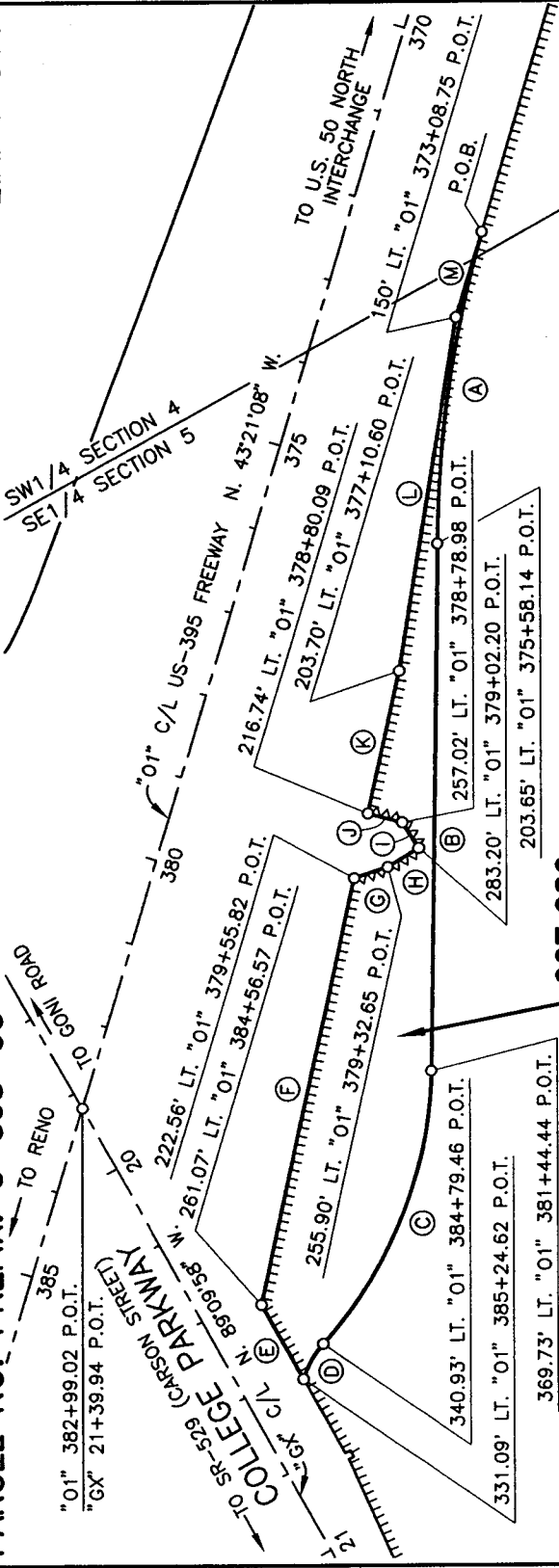


CAUTION NOTICE
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND/OR PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES ADJACENT TO STREETS, AND OTHER EXISTING IMPROVEMENTS THROUGHOUT CONSTRUCTION.

Approved by the State Engineer, Carson City, Nevada, for the purpose of maintaining the site in a safe condition and to ensure the safety of the public during the construction process. All materials and workmanship shall be in accordance with the standards and specifications of the State of Nevada, Department of Transportation. The contractor shall be responsible for obtaining all necessary permits as required by the local agencies, including, but not limited to, the Carson City, Nevada, Department of Public Works and the Carson City, Nevada, Department of Public Safety. The contractor shall provide adequate drainage during construction to eliminate excessive ponding and/or erosion. The contractor shall coordinate with the Owner as to the quantity of work to be checked for approval. The contractor shall incorporate adequate drainage during construction to eliminate excessive ponding and/or erosion.

E.A. 71366

PARCEL NO. PREFIX: U-395-CC-



CARSON CITY

007.080

Ptn. of 007.050, 15 SQ. FT.
Ptn. of 007.100, 85,511 SQ. FT. (1.96 AC.)

P.O.B. = 150.00' LT. "01" 371+98.25 P.O.T.
TIE: S. 0'18"46" W. - 2,215.30' FROM THE E1/4 COR. SEC. 5, T. 15 N., R. 20 E., M.D.M.
(A) Δ = 14°40'13" R = 1425.00' L = 364.86' T.B. = N. 44°29'53" W.
(B) N. 59°10'06" W. - 609.37'
(C) Δ = 41°27'34" R = 475.00' L = 343.71' T.B. = N. 59°10'06" W.
(D) Δ = 26°43'12" R = 100.00' L = 46.64' T.B. = N. 17°42'32" W.
(E) S. 89°09'58" E. - 97.64'
(F) S. 47°45'01" E. - 502.23'
(G) S. 11°51'25" W. - 40.60'
(H) S. 1°29'24" E. - 40.90'
(I) N. 88°12'56" E. - 34.99'
(J) N. 45°03'58" E. - 40.30'
(K) S. 47°45'01" E. - 169.99'

(G) S. 50°50'53" E. - 413.22'
(M) S. 43°14'55" E. - 102.65'

CONTROL OF ACCESS WITHOUT
FENCE OR BARRIER
CONTROL OF ACCESS WITH
FENCE OR BARRIER

EXHIBIT "G"

CC-017
STATE OF NEVADA
Dept. of Transportation R/W Division
Date: February, 2007
Sketch Map

Scale: 1" = 200'
Sheet 1 of 1 Sheets

Date of last revision: _____

