

City of Carson City
Agenda Report

Item #5-4

Date Submitted: September 21, 2007

Agenda Date Requested: October 4, 2007
Time Requested: Consent

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: Action to accept the recommendation of the Open Space Advisory Committee on the "Open Space Wetland Rehabilitation Project, Contract #2006-094 and authorize the Parks Department to issue payments to Wood Rodgers, Inc., for an Amendment No.2 amount of \$8,245.00 from the Open Space Rafferty Wetland Mitigation Account as provided for in FY 06/07.

Staff Summary: On October 19, 2006, the Board of Supervisors approved a contract in the amount of \$92,620.00 for the design of improvements to the Lompa Lane Wetlands; February 26, 2007, Amendment No. 1 was issued to extend the time of completion from April 30, 2007, to June 30, 2008; this Amendment No. 2 in the amount of \$8,245.00, will allow for the completion of the Design Phase for this project in preparation to advertise for bid proposals. Additionally, this Contract Amendment will result in the determination of jurisdictional wetlands; produce a long-term management plan and landscaping design for the frontage along Northridge drive.

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 the recommendation of the Open Space Advisory Committee on the "Open Space Wetland Rehabilitation Project, Contract #2006-094 and authorize the Parks Department to issue payments to Wood Rodgers, Inc., for an Amendment No.2 amount of \$8,245.00 from the Open Space Rafferty Wetland Mitigation Account as provided for in FY 06/07.

Explanation for Recommended Board Action: This is a professional services contract. This consultant was originally selected using the guidelines of NRS as indicated below.

The additional work to be covered under this contract resulted from changes in the regulatory process for wetlands nationwide, the need to provide for landscaping improvements at Northridge drive, and complete a management plan.

Applicable Statute, Code, Policy, Rule or Regulation: Architects, Engineers and Surveyors are considered professional services contracts pursuant to the requirements of N.R.S., Chapters 332 and 625; therefore, a formal bidding process is not required.

Fiscal Impact: Not to exceed an additional amount of \$8,245.00.

Explanation of Impact: If approved the above referenced account could be decreased by and additional amount of \$8,245.00.

Funding Source: Funding available form the Rafferty Wetland Mitigation Account, 254-5047-452-7850, as provided for in FY 06/07.

Prior BOS Approval: Original Agreement approved on October 19, 2006, for \$92,620.00, with the inclusion of this Amendment No. 2 the revised contract sum is \$100,865.00.

Alternatives: Not to approve the amendment.

Supporting Material: Scope of Work from Wood Rodgers and the Rafferty agreement.

Prepared By: Juan E. Guzman Date: 9/25/07
Juan E. Guzman, Open Space Manager

Reviewed By: Roger Moellendorf Date: 9/25/07
Roger Moellendorf, Parks & Recreation Director

Linda Ritter Date: 9/25/07
Linda Ritter, City Manager

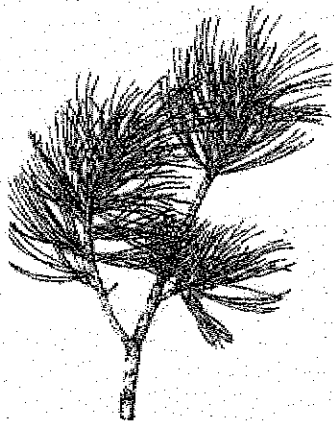
[Signature] Date: 9/25/07
District Attorney's Office

Nancy Paulson Date: 9/25/07
Finance Department

Board Action Taken:

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

(Vote Recorded By)



Landscape Architect
1624 10th Street, Suite 3
Minden, NV 89423
Phone: 775-782-8942
Fax: 775-782-8943
E-mail: sandra@sulsa.com

Sandra Wendel
NV #301 and CA #2806

Wood Rodgers
Attn: Leslie Burnside
680 W. Nye Lane, Suite 204
Carson City, NV 89703

September 10, 2007

**RE: Landscape Architectural Services
Proposal for Concept Plan for Carson City Wetlands Enhancement**

Dear Leslie:

The following proposal is an estimate of Landscape Architecture fees to complete the Concept Plan for the Carson City Wetlands Enhancement. This estimate is a not-to-exceed amount payable on completion of the work. Unused hours will not be billed.

Scope of Work

- A. Project Coordination
- B. Site Visit/Orientation (has occurred)
- C. Open Space Advisory Meeting attendance
- D. Design and Cad Drafting

Fee Structure

Principal, Landscape Architect	\$120.00/hour
Associate Level I	\$85.00/hour
Associate Level II	\$60.00/hour

Fee Estimate

\$2,745

Additional Expenses

Printing/Mounting at cost + 15% handling
UPS/Mailing at cost + 15% handling

Please call if you have any questions regarding this proposal. We would look forward to working with you on this project.

Sincerely,

Sandra Wendel, Landscape Architect

August 28, 2007

Mr. Juan Guzman
 Open Space Program Manager
 Carson City Parks & Recreations Department
 3505 Butti Way, suite 9
 Carson City, NV 89701

**Re: Proposal for Professional Services – Carson City Wetlands Enhancement,
 Lompa Lane and Northridge Drive.**

Dear Juan,

Wood Rodgers, Inc. as follow up to our delivery of 90% plans on August 23, 2007 for the Carson City Wetlands Enhancement Project, submits the following is explanation of out of scope services provided and tasks remaining to complete to deliver the City documents suitable to go to bid and to secure a US Army Corps of Engineers Nationwide Permit.

We have provided below the scope of work for additional work required for the Wetlands Delineation and permitting, final approval of the plans for enhancement, and development of Maintenance and Monitoring Plan. Each task as outlined will be performed on a Time and Materials not to exceed (T&M).

Our proposed scope of work is as follows:

A. Wetlands Delineation:

As we discussed, earlier this spring based on design concepts that were developing in concert with the Open Space Committee and Carson City staff, it became evident that a Corps Nationwide permit would be required. Thus, the pre-existing wetlands delineation completed in 1997 needed to be updated as it had expired. Wood Rodgers was confident that application of the 1987 Wetlands delineation manual for completion of a wetlands delineation could be completed under the existing budget. However, Wood Rodgers facilitated a Pre-Application meeting with the Corps at which time they indicated that Interim Guidance specific to the Arid West Region must be applied to this wetlands delineation. Although we have been studying the new guidance, field application with the utmost confidence proved cumbersome. Thus, Wood Rodgers was not able to complete the delineation within the existing budget. The budget that was available for the development of the Maintenance and Monitoring Plan was applied to the completion of this task.

Following are tasks that need to be completed to secure a Nationwide Permit for the project.

A. Disturbed Areas

- 1. Surface area disturbance (wetland impact) calculations \$ 500 T&M
 Wood Rodgers shall determine area of disturbance in delineated wetland areas as required by the USACE

B. Proposed Wetted Area Determination – new wetland area

- 1. Wetted area calculation \$ 500 T&M
 Wood Rodgers shall determine new wetted areas of resulting from enhanced distribution of available water across the site.

C. Secure Nationwide Permit

- 1. **Wood Rodgers will coordinate obtaining a Nationwide Permit from the Corps of Engineers** **\$ 1,000 T&M**
 Wood Rodgers will prepare a permit application packet and coordinate with the Corps to obtain a Nationwide Permit 27 Aquatic Habitat Restoration, Establishment, and Enhancement Activities

D. Plan revisions

- 1. **Plans and cost estimate** **\$ 1,500 T&M**
 Wood Rodgers shall revise the construction plans per Carson City comments and update the cost estimate.

E. Hydrology

- 1. **100-year flood plain** **\$ 1,500 T&M**
 Wood Rodgers shall develop and compare a existing and post development 100-year flood plain model for approval by Carson City.

F. Bidding support

- 1. **Bid packages** **\$ 500 T&M**
 Wood Rodgers shall prepare bid packages and answer the bidding contractors questions once final plans have been approved by Carson City.

Total of Proposal **\$ 5,500 T&M**

Special Conditions & Items needed:

1. Client to supply current Preliminary Title Reports and supporting documentation.
2. Our proposal is based on a logical sequence of design and construction. One set of improvement plans will be prepared as proposed above.
3. Client is responsible for obtaining any required off-site right of entries, easements or right-of-way.
4. This proposal assumes that others will be responsible for MMP processing.
5. NPDES record keeping is not included.
6. Joint utility trench design to be performed by others.
7. Restaking or additional staking as requested by the contractor shall be considered extra work and will be performed on a time and materials basis. All restake requests received from the contractor shall be assumed reviewed and approved by the Client. The Client (or Client designated representative) and contractor shall be responsible for their own internal coordination on approval of any additional staking prior to notifying or ordering additional staking from Wood Rodgers.
8. Any cost estimates prepared represent preliminary amounts that are subject to change. Wood-Rodgers, Inc. will not assume responsibility for the use of these costs in budget analysis or be held liable for potential development cost increases associated with the development of this project.
9. All submittal, plan check and processing fees to be paid by the client.
10. Site testing and inspection is not included.
11. Wood Rodgers, Inc. shall provide a total of 4 bid packages.

We believe this proposal accurately defines the scope of work as outlined and requested by you. To authorize this work, please return a signed copy of this proposal.

We have included Exhibit "A" Wood Rodgers Invoicing, Payment & Liability Policies as a part of this proposal. Time and Materials work and for Client requested changes affect the scope of work will be based upon Wood Rodgers 2007 Rate Schedul.

Our proposal is based on knowledge of the project at its current status. The client is responsible for payment of all agency fees. Copying, Blueprinting and Reprographics will be billed at cost. Deliveries will be billed as T&M.

Thank you for the continued opportunity to work with the Carson City Opens Space Program Homes. We are confident we will provide the quality and timeliness of professional services needed to make this a successful project. Should you have any questions or require additional information, please contact the undersigned.

Sincerely,

Wood Rodgers Inc.

Leslie M Burnside
Program Manager -Environmental

Exhibit "A"

WOOD RODGERS, INC. INVOICING PAYMENT & LIABILITY POLICIES

1. "Reimbursable expenses" are not included in proposal costs, and shall include actual expenditures made by Wood Rodgers Inc. in the performance of its services (blueprints, reproductions, etc.) and shall be billed at the actual cost to Wood Rodgers, Inc.
2. Invoices are submitted monthly by Wood Rodgers, Inc, Client shall notify Wood Rodgers, Inc. in writing of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice. Otherwise, the invoice shall be deemed proper and accepted by the Client. Amounts invoiced are due and payable upon receipt. Client's account shall be considered delinquent if Wood Rodgers, Inc. does not receive full payment within thirty (30) days after the invoice date.
3. A service charge shall be applied to delinquent accounts at the rate of 1.5% per month. Payment thereafter shall be applied first to accrued interest and then to unpaid principal. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees, incurred by Wood Rodgers, Inc. in connection with collection of delinquent accounts of Client.
4. If a delinquency occurs, Wood Rodgers, Inc. may choose to suspend work upon ten- (10) days written notice to Client. Wood Rodgers, Inc. shall recommence work once such delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this contract are paid in full. If a delinquency by Client occurs and Wood Rodgers, Inc. chooses not to suspend work, no waiver or estoppel shall be implied. Client agrees and understands that if Wood Rodgers, Inc. suspends its work pursuant to this paragraph, Wood Rodgers, Inc. shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Client, other owner of the property where such work is being performed, or any other third party, that may arise from or be related to such work suspension. Client agrees to indemnify and hold Wood Rodgers, Inc. harmless from and against any and all damages, costs, attorney's fees, and/or other expenses which Wood Rodgers, Inc. may incur as a result of any claim by any person or entity arising out of such suspension of work.
5. When non-standard billing is requested by Client, time spent by office administrative personnel in preparation of such billing shall be considered an extra cost to the project and shall be billed as such.
6. In providing services under this Agreement, Wood Rodgers, Inc. will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
7. Client and Wood Rodgers, Inc. recognize the risks, rewards and benefits of the project and Wood Rodgers, Inc. total fee for services. The risks have been allocated such that Client and Wood Rodgers, Inc. agrees that, to the fullest extent permitted by law, Wood Rodgers, Inc. total liability to Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total aggregate liability of \$61,500. Such causes include but are not limited to Wood Rodgers, Inc. negligence, errors, omissions, strict liability, and breach of contract and breach of warranty.
8. This agreement and the applicable Services Authorization & Agreement or Proposal/Contract constitutes the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.

EXHIBIT "B"

WOOD RODGERS, INC.

**NEVADA
FEE SCHEDULE
Effective January 1, 2007**

CLASSIFICATION	STANDARD RATE
Principal Engineer/Surveyor/Planner-II	\$185
Principal Engineer/Hydrogeologist/Surveyor/Planner	\$150
Engineer/Surveyor/Planner-III	\$125
Engineer/Hydrogeologist/Surveyor/Planner-II	\$115
Engineer/Surveyor/Planner-I	\$95
Assistant Engineer	\$85
Construction Project Manager	\$95
Cad Technician-III	\$95
Cad Technician-II	\$85
Cad Technician-I	\$75
Field Technician II	\$80
Field Technician I	\$70
Lab Technician II	\$75
Lab Technician I	\$65
Clerical/Administrative Assistant	\$60
2-Person Survey Crew	\$160
3-Person Survey Crew	\$220
Truck and Field Test Equipment	\$5
Materials & Direct Charge	Invoice Plus 10%
Overtime Work	Rate Plus 50%

Blueprints, reproductions, and outside services and consultants will be charged at vendor invoice. Auto mileage will be charged at 48.5 cents per mile.

Fee Schedule subject to change January 1, 2008.

City of Carson City
Agenda Report

Date Submitted: June 27, 2006

Agenda Date Requested: July 6, 2006
Time Requested: Consent

To: Mayor and Supervisors

From: Parks and Recreation Department - Open Space Division

Subject Title: Action to ratify an addendum to an executed and recorded agreement between Carson City and Charles Raffety.

Staff Summary: The addendum provides for the proper identification through assessor parcel number and legal description of the Raffety property which is the subject of the original agreement. The original agreement provides for the use of \$130,000 for wetland enhancements at the Fullstone Wetlands Open Space property and the Northridge nature park, located west of Lompa Lane and north of Northridge Drive.

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 ratify an addendum to an executed and recorded agreement between Carson City and Charles Raffety.

Explanation for Recommended Board Action: Carson City and Charles Raffety entered into an agreement on January 6, 2005, to allow Raffety to mitigate impacts to wetlands on his property located at the northwest quadrant of Lompa Lane and College Parkway by providing funds in an escrow account to be used by the City on our Fullstone Open Space wetland and the Northridge nature park. The agreement was recorded and the escrow account opened with Northern Nevada Title Company. The escrow company has requested clarification of the agreement by providing an addendum to properly identify the Raffety property in question. No other changes to the agreement are being sought.

Applicable Statute, Code, Policy, Rule or Regulation: Wetlands off-site mitigation - Open Space Plan. N.R.S. 244.265 care and preservation of property.

Fiscal Impact: The Open Space Division will be able to use \$130,000 towards wetland enhancement on specific lands located in the vicinity of Lompa Lane.

Explanation of Impact: The \$130,000 amount was approved by the Army Corps of Engineers as the mitigation for the Raffety property.

Funding Source: Private - Charles Raffety funds - To be disbursed through Northern Nevada Title Company.

Alternatives: Not to authorize this addendum

Supporting Material:

Addendum (Pages 1-2)


Original agreement (Exhibit A) (Pages 3-7)


Cover page prepared by Northern Nevada Title Company (Page 8)

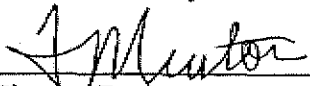
Legal Description of Raffety property (Exhibit B) (Page 9)

Prepared By:  Date: 6/24/06
Juan F. Guzman, Open Space Manager

Reviewed By:  Date: 6/27/06
Roger Moellendorf, Parks & Recreation Director

 Date: 6/27/06
Linda Ritter, City Manager

 Date: 6/27/06
District Attorney's Office

 Date: 6/27/06
Finance Department

Board Action Taken:

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

(Vote Recorded By)

**ADDENDUM TO AN EXECUTED AND RECORDED AGREEMENT BETWEEN
CARSON CITY, A CONSOLIDATED MUNICIPALITY AND A POLITICAL
SUBDIVISION OF THE STATE OF NEVADA (CITY),
AND CHARLES RAFFETY (RAFFETY)**

RECITALS

WHEREAS, Raffety and City have executed and recorded an agreement providing for Raffety to open an escrow account totaling \$130,000, to be made available to City for wetlands enhancements; and

WHEREAS, said agreement was executed on January 6, 2005, and recorded on January 11, 2005, as Document No. 330501 with the Carson City Recorder's Office, a copy of which is attached as Exhibit A; and

WHEREAS, Raffety deposited the \$130,000 in an escrow account with Northern Nevada Title Company, located at 512 N. Division Street, Carson City, Nevada, 89703; and

WHEREAS, Northern Nevada Title Company has requested that a cover page and an Exhibit B, containing a legal description and assessor parcel number map of the Raffety property, to be recorded and made part of the original agreement as provided by this document; and

WHEREAS, there is no other clause of the agreement being amended or changed through this document; and

WHEREAS, the attached cover page to be recorded includes the following statement: "Said document is being re-recorded to identify the Raffety property as APN 008-124-19, further described in Exhibit B attached hereto and made a part hereof;" and

WHEREAS, Raffety and City are both in concurrence and fully support this addendum;

NOW THEREFORE, the parties hereby agree and order to have the attached cover page and Exhibit A, consisting of the Raffety legal description and assessor parcel number, recorded with the original agreement with the Carson City County Recorder, and further reiterate there are no other changes or documents to be part of this addendum.

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BETWEEN:

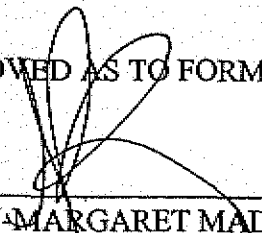
"Raffety"

"City"

Charles Raffety
Charles Raffety

By: Marv Teixeira
Marv Teixeira
Mayor of Carson City

APPROVED AS TO FORM

By: 
MARY MARGARET MADDEN, ESQ.
Carson City Deputy District Attorney

ATTEST:

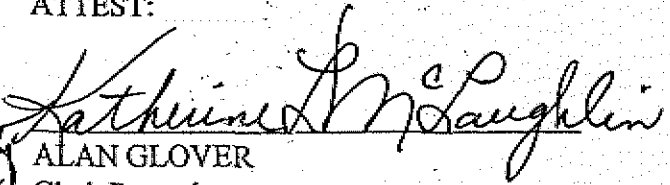

ALAN GLOVER
Clerk Recorder
Deputy for

Exhibit A

AGREEMENT

THIS AGREEMENT is entered into by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada (City) and Charles Raffety (Raffety) on the date and year set forth below:

RECITALS

WHEREAS Raffety is the owner of a parcel of real property located in Carson City, Nevada, west of Goni Road and north of College Parkway (the Raffety property) on which is located three tenths (.3) of an acre of wetlands (Raffety wetlands); and,

WHEREAS Raffety desires to develop the property on which the Raffety wetlands are located; and,

WHEREAS City owns a parcel of real property which bears Assessor's Parcel Number 002-571-25 which comprises an area encompassing approximately fifteen (15) acres (City property); and,

WHEREAS the City has a contractual right to obtain title to certain properties currently owned by Jim Bawden doing business as Landmark Homes and Dwight Millard doing business as Mountain Park which bear Carson City Assessor's Parcel Numbers 02-101-54, 02-101-55 and 02-101-73 (the Landmark properties) which encompass an area comprising approximately thirty acres or more; and,

WHEREAS the City property and the Landmark properties (hereafter collectively referred to as City Wetlands) are suitable to be used to mitigate the loss of wetlands on the Raffety property; and,

330501

WHEREAS the United States Army Corps of Engineers has indicated its willingness to issue a permit for the development of the Raffety property if Raffety provides funds for the mitigation of the loss of the Raffety wetlands by the creation, enhancement or management of wetlands on other properties owned by City which are suitable for wetlands development or enhancement; and,

WHEREAS Raffety is willing to provide monies to City for the purpose of creating, enhancing or managing wetlands on the City property and/or the Landmark properties so long as the Army Corps of Engineers is willing to issue Raffety a permit for the development of the Raffety property.

NOW THEREFORE DO THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Raffety will deposit into an interest bearing escrow account located at Northern Nevada Title Company (Title Company), one hundred and thirty thousand dollars (\$130,000.00) (the Raffety funds) within five days of the approval of this agreement by both parties. The Raffety funds shall be held in this escrow account until Raffety delivers an instruction to Title Company that the Raffety funds are available to be used by City. Raffety shall provide this instruction when he has received a permit from the United States Army Corps of Engineers authorizing Raffety to mitigate the impact of development on the Raffety wetlands by complying with the terms of this agreement. Upon the delivery of this instruction by Raffety, City is authorized to instruct Title Company to use the funds in the escrow account for the purposes and in the manner set forth in this agreement.

330501

2. If Raffety does not provide the instruction authorizing the release of the Raffety funds within two months of the deposit of the funds into the escrow because Raffety has not received a permit from the Army Corps of Engineers, then Raffety is entitled to have the Raffety funds returned to him.
3. Within twelve months of the issuance of the instruction by Raffety to Title Company authorizing the use of the moneys in the escrow account by City, City must produce a written plan for the creation, enhancement and/or management of the wetlands on the City property and/or the Landmark properties. City will provide this plan to the Army Corps of Engineers for review and comment. The plan must provide a schedule for implementation of the creation, enhancement and management of the wetlands on the City property and/or the Landmark properties.
4. The funds held in the escrow account may be released by Title Company to City to reimburse City for bills paid by City for the creation, enhancement and management of the wetlands on the City property and/or the Landmark properties. City shall provide evidence to Title Company that the bills for which it seeks reimbursement are bills incurred in creating, enhancing and managing wetlands on the City property and/or the Landmark properties.
5. City may obtain the release of the funds from Title Company for the purpose of endowing the costs of the management of the wetlands on the City property and/or the Landmark properties for so long as the funds shall last. In order to obtain the release of the funds under this paragraph, City must submit evidence

330501

satisfactory to Title Company that City has established an account for the sole purpose of paying the costs of managing the City Wetlands for so long as the funds in the account shall last.

- 6. Raffety shall be entitled to receive all of the interest generated by the funds he deposits with Title Company so long as they are held by Title Company.
- 7. If City has not utilized all of the funds held by Title Company for the payment of bills incurred in creating, enhancing and/or managing the City Wetlands or for the deposit in an endowment account within five years of the date of the execution of this agreement, then Raffety will be entitled to the return of any funds still in the escrow account established with Title Company.
- 8. This agreement sets forth the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all other agreements, written or oral, between the parties hereto.
- 9. This agreement is to be construed in accordance with the laws of the State of Nevada.

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330501

10. The parties hereto agree that this agreement shall be binding on the successors and assigns of the parties.

Effective this 6th day of January 2004⁵

BETWEEN:

"Raffety"

Charles Raffety
Charles Raffety

"City"

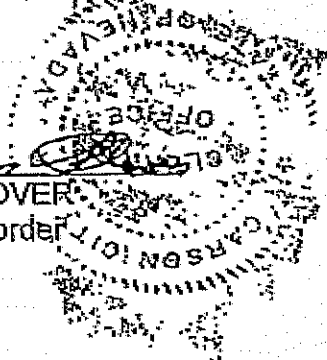
By: Marv Teixeira
RAY MASAYKO - MARV TEIXEIRA
Mayor of Carson City

APPROVED AS TO FORM

By: Mary-Margaret Madden
~~for~~ MARY-MARGARET MADDEN, ESQ.
Carson City Deputy District Attorney

ATTEST:

Alan Glover
ALAN GLOVER
Clerk Recorder



RECCOMENDED FOR APPROVAL TO THE BOARD OF SUPERVISORS OF CARSON CITY BY THE CARSON CITY OPEN SPACE ADVISORY COMMITTEE

BY: Bruce Scott
Bruce Scott
Authorized Representative
Open Space Advisory Committee

330501

APN: 008-124-19
02-101-54
02-101-55
02-101-73

ORDER NO.: CC-1060112-SK

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: AGREEMENT BETWEEN CARSON CITY AND
CHARLES RAFFETY

SAID DOCUMENT IS BEING RE-RECORDED TO IDENTIFY THE
"RAFFETY PROPERTY" AS APN 008-124-19 AND FURTHER
DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND MADE A
PART HEREOF

WHEN RECORDED MAIL TO:

Carson City

8

APN 008-124-19

Exhibit B

All that certain real property situate in the County of Carson City, State of Nevada, described as follows:

All that certain real property situate in the Southwest 1/4 of Section 4, Township 15 North, Range 20 East, M.D.M., Carson City, State of Nevada, further described as a portion of Parcel 3-C of that Parcel Map for Ronald O. Boulter, Parcel Map 2011, filed for record July 1, 1993, Official Records of Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at the Northeast corner of Parcel 3-C of said Parcel Map 2011, said point being on the Westerly right of way of Goni Road;

Thence South 00°51'48" West, 485.48 feet to the beginning of a tangent curve concave to the Northwest;

Thence 39.17 feet along said curve, having a radius of 25.00 feet, through a central angle of 89°45'16", to a point on the Northerly right of way of East College Parkway;

Thence along said Northerly right of way of Graves Lane (East College Parkway), North 89°21'56" West, 502.02 feet;

Thence leaving said right of way of Graves Lane (East College Parkway), North 00°48'02" East, 44.35 feet;

Thence North 89°11'58" West, 17.59 feet;

Thence North 00°48'02" East, 23.26 feet;

Thence South 89°11'58" East, 14.69 feet;

Thence North 00°48'02" East, 73.71 feet;

Thence North 29°57'59" West, 36.06 feet;

Thence North 00°48'02" East, 7.50 feet;

Thence South 89°11'58" East, 28.60 feet;

Thence North 00°48'02" East, 72.65 feet;

Thence North 39°53'29" West, 117.81 feet;

Thence South 89°11'52" East, 345.13 feet;

Thence North 00°43'51" East, 169.85 feet;

Thence South 89°16'09" East, 252.10 feet to the POINT OF BEGINNING.

NOTE: Said legal description previously contained in Document No. 247263, recorded on April 13, 2000.

**ADDENDUM TO AN EXECUTED AND RECORDED AGREEMENT BETWEEN
CARSON CITY, A CONSOLIDATED MUNICIPALITY AND A POLITICAL
SUBDIVISION OF THE STATE OF NEVADA (CITY),
AND CHARLES RAFFETY (RAFFETY)**

RECITALS

WHEREAS, Raffety and City have executed and recorded an agreement providing for Raffety to open an escrow account totaling \$130,000, to be made available to City for wetlands enhancements; and

WHEREAS, said agreement was executed on January 6, 2005, and recorded on January 11, 2005, as Document No. 330501 with the Carson City Recorder's Office, a copy of which is attached as Exhibit A; and

WHEREAS, Raffety deposited the \$130,000 in an escrow account with Northern Nevada Title Company, located at 512 N. Division Street, Carson City, Nevada, 89703; and

WHEREAS, Northern Nevada Title Company has requested that a cover page and an Exhibit B, containing a legal description and assessor parcel number map of the Raffety property, to be recorded and made part of the original agreement as provided by this document; and

WHEREAS, there is no other clause of the agreement being amended or changed through this document; and

WHEREAS, the attached cover page to be recorded includes the following statement: "Said document is being re-recorded to identify the Raffety property as APN 008-124-19, further described in Exhibit B attached hereto and made a part hereof;" and

WHEREAS, Raffety and City are both in concurrence and fully support this addendum;

NOW THEREFORE, the parties hereby agree and order to have the attached cover page and Exhibit A, consisting of the Raffety legal description and assessor parcel number, recorded with the original agreement with the Carson City County Recorder, and further reiterate there are no other changes or documents to be part of this addendum.

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///

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BETWEEN:

"Raffety"

Charles Raffety
Charles Raffety

"City"

By: Marv Teixeira
Marv Teixeira
Mayor of Carson City

APPROVED AS TO FORM

By: Mary Margaret Madden
MARY MARGARET MADDEN, ESQ.
Carson City Deputy District Attorney

ATTEST:

Kathleen McLaughlin
ALAN GLOVER
Clerk Recorder

Exhibit A

AGREEMENT

THIS AGREEMENT is entered into by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada (City) and Charles Raffety (Raffety) on the date and year set forth below:

RECITALS

WHEREAS Raffety is the owner of a parcel of real property located in Carson City, Nevada, west of Goni Road and north of College Parkway (the Raffety property) on which is located three tenths (.3) of an acre of wetlands (Raffety wetlands); and,

WHEREAS Raffety desires to develop the property on which the Raffety wetlands are located; and,

WHEREAS City owns a parcel of real property which bears Assessor's Parcel Number 002-571-25 which comprises an area encompassing approximately fifteen (15) acres (City property); and,

WHEREAS the City has a contractual right to obtain title to certain properties currently owned by Jim Bawden doing business as Landmark Homes and Dwight Millard doing business as Mountain Park which bear Carson City Assessor's Parcel Numbers 02-101-54, 02-101-55 and 02-101-73 (the Landmark properties) which encompass an area comprising approximately thirty acres or more; and,

WHEREAS the City property and the Landmark properties (hereafter collectively referred to as City Wetlands) are suitable to be used to mitigate the loss of wetlands on the Raffety property; and,

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WHEREAS the United States Army Corps of Engineers has indicated its willingness to issue a permit for the development of the Raffety property if Raffety provides funds for the mitigation of the loss of the Raffety wetlands by the creation, enhancement or management of wetlands on other properties owned by City which are suitable for wetlands development or enhancement; and,

WHEREAS Raffety is willing to provide monies to City for the purpose of creating, enhancing or managing wetlands on the City property and/or the Landmark properties so long as the Army Corps of Engineers is willing to issue Raffety a permit for the development of the Raffety property.

NOW THEREFORE DO THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Raffety will deposit into an interest bearing escrow account located at Northern Nevada Title Company (Title Company), one hundred and thirty thousand dollars (\$130,000.00) (the Raffety funds) within five days of the approval of this agreement by both parties. The Raffety funds shall be held in this escrow account until Raffety delivers an instruction to Title Company that the Raffety funds are available to be used by City. Raffety shall provide this instruction when he has received a permit from the United States Army Corps of Engineers authorizing Raffety to mitigate the impact of development on the Raffety wetlands by complying with the terms of this agreement. Upon the delivery of this instruction by Raffety, City is authorized to instruct Title Company to use the funds in the escrow account for the purposes and in the manner set forth in this agreement.

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2. If Raffety does not provide the instruction authorizing the release of the Raffety funds within two months of the deposit of the funds into the escrow because Raffety has not received a permit from the Army Corps of Engineers, then Raffety is entitled to have the Raffety funds returned to him.
3. Within twelve months of the issuance of the instruction by Raffety to Title Company authorizing the use of the moneys in the escrow account by City, City must produce a written plan for the creation, enhancement and/or management of the wetlands on the City property and/or the Landmark properties. City will provide this plan to the Army Corps of Engineers for review and comment. The plan must provide a schedule for implementation of the creation, enhancement and management of the wetlands on the City property and/or the Landmark properties.
4. The funds held in the escrow account may be released by Title Company to City to reimburse City for bills paid by City for the creation, enhancement and management of the wetlands on the City property and/or the Landmark properties. City shall provide evidence to Title Company that the bills for which it seeks reimbursement are bills incurred in creating, enhancing and managing wetlands on the City property and/or the Landmark properties.
5. City may obtain the release of the funds from Title Company for the purpose of endowing the costs of the management of the wetlands on the City property and/or the Landmark properties for so long as the funds shall last. In order to obtain the release of the funds under this paragraph, City must submit evidence

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satisfactory to Title Company that City has established an account for the sole purpose of paying the costs of managing the City Wetlands for so long as the funds in the account shall last.

6. Raffety shall be entitled to receive all of the interest generated by the funds he deposits with Title Company so long as they are held by Title Company.
7. If City has not utilized all of the funds held by Title Company for the payment of bills incurred in creating, enhancing and/or managing the City Wetlands or for the deposit in an endowment account within five years of the date of the execution of this agreement, then Raffety will be entitled to the return of any funds still in the escrow account established with Title Company.
8. This agreement sets forth the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all other agreements, written or oral, between the parties hereto.
9. This agreement is to be construed in accordance with the laws of the State of Nevada.

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10. The parties hereto agree that this agreement shall be binding on the successors and assigns of the parties.

Effective this 6th day of January 2004⁵

BETWEEN:

"Raffety"

Charles Raffety
Charles Raffety

"City"

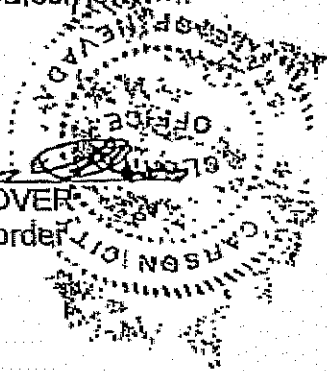
By: Marv Teixeira
~~RAY MASAYKO~~ - MARV TEIXEIRA
Mayor of Carson City

APPROVED AS TO FORM

By: Mary-Margaret Madden
~~50~~ MARY-MARGARET MADDEN, ESQ.
Carson City Deputy District Attorney

ATTEST:

Alan Glover
ALAN GLOVER
Clerk Recorder



RECOMMENDED FOR APPROVAL TO THE BOARD OF SUPERVISORS OF CARSON CITY BY THE CARSON CITY OPEN SPACE ADVISORY COMMITTEE

BY: Bruce Scott
Bruce Scott
Authorized Representative
Open Space Advisory Committee

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APN: 008-124-19
02-101-54
02-101-55
02-101-73

ORDER NO.: CC-1060112-SK

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: AGREEMENT BETWEEN CARSON CITY AND CHARLES RAFFETY

SAID DOCUMENT IS BEING RE-RECORDED TO IDENTIFY THE "RAFFETY PROPERTY" AS APN 008-124-19 AND FURTHER DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

WHEN RECORDED MAIL TO:

Carson City

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APN 008-124-19

Exhibit B

All that certain real property situate in the County of Carson City, State of Nevada, described as follows:

All that certain real property situate in the Southwest $\frac{1}{4}$ of Section 4, Township 15 North, Range 20 East, M.D.M., Carson City, State of Nevada, further described as a portion of Parcel 3-C of that Parcel Map for Ronald O. Boulter, Parcel Map 2011, filed for record July 1, 1993, Official Records of Carson City, State of Nevada, being more particularly described as follows:

BEGINNING at the Northeast corner of Parcel 3-C of said Parcel Map 2011, said point being on the Westerly right of way of Goni Road;

Thence South $00^{\circ}51'48''$ West, 485.48 feet to the beginning of a tangent curve concave to the Northwest;

Thence 39.17 feet along said curve, having a radius of 25.00 feet, through a central angle of $89^{\circ}46'16''$, to a point on the Northerly right of way of East College Parkway;

Thence along said Northerly right of way of Graves Lane (East College Parkway), North $89^{\circ}21'56''$ West, 502.02 feet;

Thence leaving said right of way of Graves Lane (East College Parkway), North $00^{\circ}48'02''$ East, 44.35 feet;

Thence North $89^{\circ}11'58''$ West, 17.59 feet;

Thence North $00^{\circ}48'02''$ East, 23.26 feet;

Thence South $89^{\circ}11'58''$ East, 14.69 feet;

Thence North $00^{\circ}48'02''$ East, 73.71 feet;

Thence North $29^{\circ}57'59''$ West, 36.06 feet;

Thence North $00^{\circ}48'02''$ East, 7.50 feet;

Thence South $89^{\circ}11'58''$ East, 28.60 feet;

Thence North $00^{\circ}48'02''$ East, 72.65 feet;

Thence North $39^{\circ}53'29''$ West, 117.81 feet;

Thence South $89^{\circ}11'32''$ East, 345.13 feet;

Thence North $00^{\circ}43'51''$ East, 169.85 feet;

Thence South $89^{\circ}16'09''$ East, 252.10 feet to the POINT OF BEGINNING.

NOTE: Said legal description previously contained in Document No. 247263, recorded on April 13, 2000.

**Contract Sheet
AMENDMENT**

Date Submitted to Contracts: September 18, 2007

Date: Received from sending Department: _____

Project Name: Open Space Wetland Rehab. Project Project Number: _____ Contract Number: 2006-094
(Contracts will assign number)

Construction Agreement: This agreement is for construction projects under \$100,000.00.
Under \$10,000.00: one (1) proposal or quote needed
\$10,000.00 to \$25,000.00: two (2) proposal or quotes needed
\$25,000.00 to \$35,000.00: Provide information to prepare Request for Quote Document (RFQ) to submit to Contractors. (See bottom of page)
Over \$100,000.00: Formal Bid

Professional Services Agreement: This agreement is for professional services that are related to construction and under \$25,000.00.

Contractor or
Consultant Name: Wood Rodgers Inc.
Contact Person: Leslie Burnside
Address: 680 W. Nye Ln., Ste. 204
City/State/Zip: Carson City, NV. 89703
Phone/Fax: 888-0507

Completion Date: June 30, 2008
Lump Sum: _____
Time & Materials: Yes

Project Manager Name: Juan Guzman
Dept: Parks & Recreation
Address: 3303 Butti Way, Bldg. 9
Phone/Fax: 775-887-2363 Ext. 1004

Department Head Authorizing Contract:
Name: Roger Moellendorf
Title: Director Parks and Recreation

Who will be paying the invoices if not Public Works: Parks and Recreation

Account Numbers: 254-5047-452-7850

Scope of Work: See attached scopes totaling \$8,245.00

Attachments:
Proposal or Quote

If over \$25,000.00 please provide the following:

- ____ Scope of Work
- ____ Date in which Quotes are to be received
- ____ Calendar days to complete construction
- ____ Quote form with Description/Scheduled Value and Unit completed.
- ____ Type of Contractor License
- ____ Set of Plans with name address and phone number for architect
- ____ Special Conditions if any
- ____ Technical Specifications if any
- ____ Any other information important to the construction or completion of contract ,