

**City of Carson City
Agenda Report**

Date Submitted: July 9, 2013

Agenda Date Requested: July 18, 2013

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Public Works Department, Landfill Division

Subject Title: For Possible Action: To authorize the Mayor to sign an Interlocal Agreement between Carson City and the State of Nevada through the Nevada Department of Transportation (NDOT) whereby Carson City will remove material from Bureau of Land Management (BLM) property which NDOT does not need. (Andy Burnham)

Staff Summary: The Carson City Landfill uses earthen material to cover solid waste on a regular basis, in order to meet its operating permit. The Landfill's supply of cover material is running low. Adjacent to the landfill, the Bureau of Land Management (BLM) owns property that supplies earthen material to NDOT, who owns the mineral rights to the material. NDOT has approximately 200,000 yds³ of material that they do not need and is willing to allow Carson City to retrieve this material for free to use at the Carson City Landfill for cover.

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

Does This Action Require A Business Impact Statement: () Yes, (☒ X) No

Recommended Board Action: To authorize the Mayor to sign an Interlocal Agreement between Carson City and the State of Nevada through the Nevada Department of Transportation (NDOT) whereby Carson City will remove NDOT material from Bureau of Land Management (BLM) property which NDOT does not need.

Explanation for Recommended Board Action: By entering into this agreement, the Carson City Landfill will have access to free cover material.

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

Fiscal Impact: None. The value of this material is worth approximately \$150,000

Explanation of Impact: NA

Funding Source: NA

Alternatives: Do Not Approve; Modify; Give additional direction to staff.

Supporting Material: An Interlocal Agreement between Carson City and the State of Nevada through the Nevada Department of Transportation.

Prepared By: David Bruketta, Utility Manager

Reviewed By: _____

(Department Head)

Date: _____

7-9-13

Concurrences: _____

(City Manager)

Date: _____

7-9-13

Date: _____

7/9/13

(District Attorney)

Dorey Paulson
(Finance Director)

Date: 7/9/13

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

ATTACHMENT B

AN INTERLOCAL AGREEMENT BETWEEN CARSON CITY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA (CARSON CITY) AND THE STATE OF NEVADA THROUGH ITS DEPARTMENT OF TRANSPORTATION (NDOT), REGARDING NDOT MATERIAL TO BE TAKEN OFF OF BUREAU OF LAND MANAGEMENT (BLM) PROPERTY WHICH NDOT DOES NOT NEED.

Whereas, Carson City is a consolidated municipality and political subdivision of the State of Nevada (Carson City) and is responsible for the health, safety and welfare of its citizens; and

Whereas, the State of Nevada hereby acts through its Department of Transportation (NDOT), a public agency of the State of Nevada with offices situated within Carson City; and

Whereas there is land adjacent to the Carson City Landfill that is owned by the Bureau of Land Management (BLM). The Nevada Department of Transportation (NDOT) has rights to the minerals on this property and currently uses Fisher Sand and Gravel Company (NDOT's Contractor)¹ to extract material from such land for NDOT projects; and

Whereas NDOT's Contractor extracts material from such land that NDOT cannot or will not use but which can be used by the Carson City Landfill; and

Whereas BLM estimates that there is currently about 200,000 yards (approximately 300,000 tons) of extracted material from such land that is non-usable by NDOT and both NDOT and BLM are willing to allow Carson City to retrieve this material for free for Carson City's use, including its use in the Carson City Landfill; and

Whereas the BLM suggested that Carson City apply for a "Free Use" permit whereupon as part of such permit, a copy of which is attached as Exhibit 1, under "SPECIAL CONDITIONS," Carson City would affix this Agreement as "Attachment B;" and

Whereas, NDOT and Carson City desire to enter into this Agreement to allow Carson City, contingent upon a determination by NDOT or NDOT's Contractor, to retrieve the aforementioned NDOT non-usable or unwanted material; and

Whereas, Nevada Revised Statutes (NRS) 277.180(1) allows any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

Whereas, NRS 277.180(2)(a) provides that the authorized purpose of an agreement made pursuant to NRS 277.180(1) includes the joint use of facilities as may and can be

¹ Reference to NDOT's Contractor shall be reference to Fisher Sand and Gravel Company or any additional or replacement NDOT contractor hired or contracted with to extract materials from the subject property for NDOT.

reasonably used for the promotion and protection of the health and welfare of the inhabitants of this State.

NOW, THEREFORE, in consideration of the foregoing and the commitments contained herein, it is mutually agreed as follows:

CARSON CITY AND NDOT RESPONSIBILITIES

1. Carson City will remove some or all of the subject materials from the BLM site adjacent to the Carson City Landfill, approximately 200,000 yards or 300,000 tons of material belonging to NDOT, which NDOT has determined it cannot or will not use. This site is best described as follows:

NDOT Material Site ROW N-49612: Lot 1 of the SW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 6 T15N, R21E.

No material shall be removed outside of the delineation line as shown in the location sketch CC 03-03 attached hereto.

Estimated Value \$0.50 per ton or \$0.75 per yd based on estimated material density of 1.5 tons/yd (300,000 tons = 200,000 yards).

2. In the removal process, Carson City will allow NDOT or NDOT's Contractor to supervise and such removal shall be facilitated by the use of a BLM "FREE USE APPLICATION AND PERMIT." See Exhibit 1. In no case shall the removal process by Carson City interfere with the operations of an NDOT contractor.

3. Carson City and NDOT understand and agree that this Agreement may be terminated at any time for any or no reason by any authorized representative of NDOT notifying the Carson City Public Works Director in writing of its termination. Upon termination, Carson City shall immediately cease from removing NDOT materials from the subject BLM property.

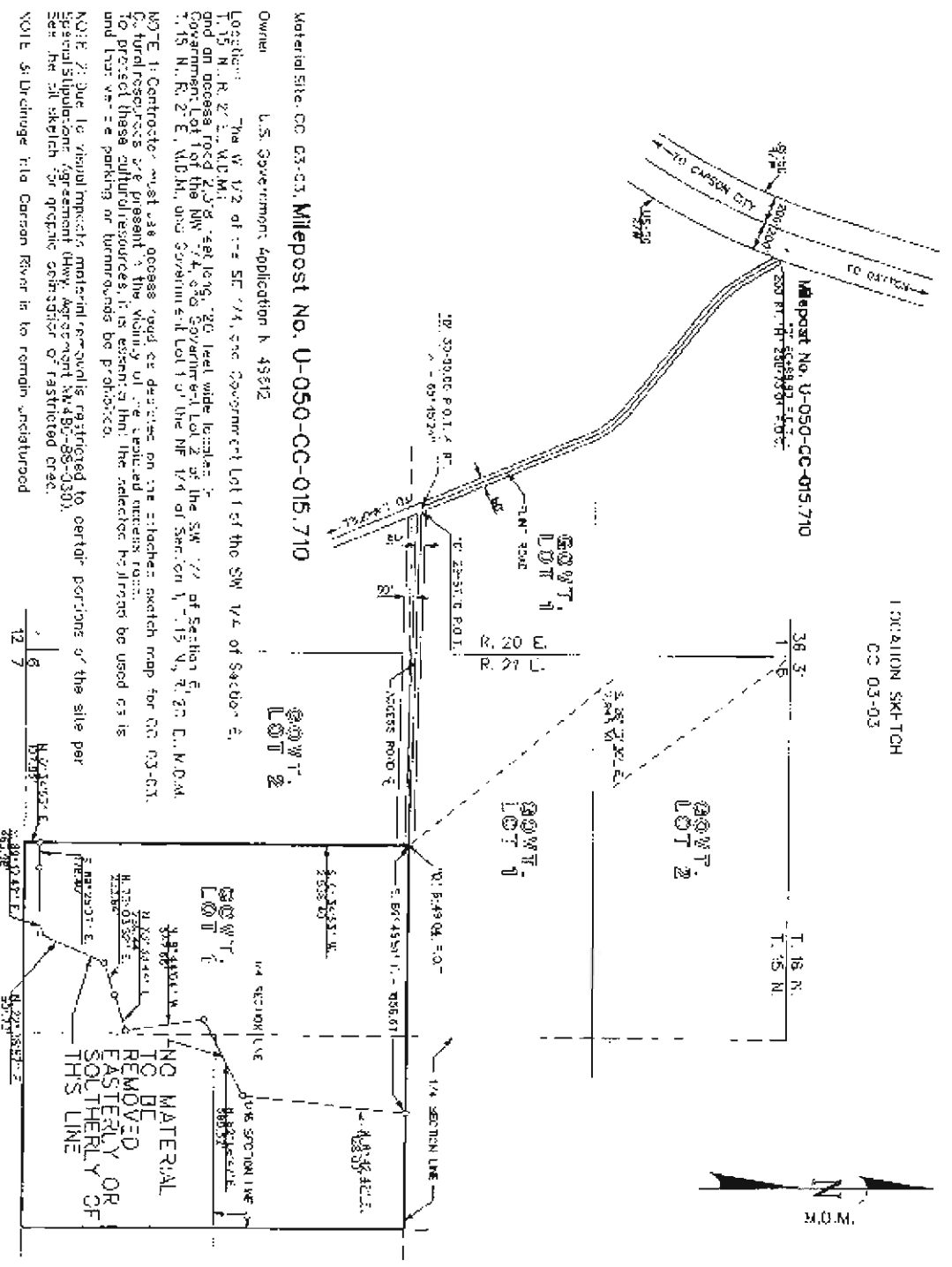
4. NDOT shall allow Carson City to remove NDOT materials as described above by way of a BLM "FREE USE APPLICATION AND PERMIT," so long as this Agreement remains in effect. A photograph of the site and materials is attached hereto as Exhibit 2.

5. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

6. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of any work in connection with this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident hereto. Nothing contained in this Agreement shall be deemed, or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other party.

LOCATION SKETCH
CC 03-03



Material Site: CC 03-03, Milepost No. U-050-CC-015.710

Owner: U.S. Government, duplication A 45812

Location: The W 1/2 of the SE 1/4, and Government Lot 1 of the SW 1/4 of Section 6, T. 15 N., R. 27 E., W.D.M.; and on access road 2.0' x 8' x 10' x 20' feet wide located in Government Lot 1 of the NW 1/4, and Government Lot 2 of the SW 1/4 of Section 6, T. 15 N., R. 27 E., W.D.M., and Government Lot 3 of the NW 1/4 of Section 6, T. 15 N., R. 27 E., W.D.M.

NOTE 1: Contractor must use access road as depicted on the attached sketch map for CC 03-03. Cultural resources are present in the vicinity of the outlined access road. To protect these cultural resources, it is essential that the selected haulroad be used as is and that no parking or turnarounds be prohibited.

NOTE 2: Due to visual impacts material removals are restricted to certain portions of the site per Special Stipulation Agreement Hwy. Agreement M485-88-030.

NOTE 3: Due to visual impacts material removals are restricted to certain portions of the site per Special Stipulation Agreement Hwy. Agreement M485-88-030.

NOTE 4: Due to visual impacts material removals are restricted to certain portions of the site per Special Stipulation Agreement Hwy. Agreement M485-88-030.

NOTE 5: Due to visual impacts material removals are restricted to certain portions of the site per Special Stipulation Agreement Hwy. Agreement M485-88-030.

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NOTE 7: Due to visual impacts material removals are restricted to certain portions of the site per Special Stipulation Agreement Hwy. Agreement M485-88-030.

NOTE 8: Due to visual impacts material removals are restricted to certain portions of the site per Special Stipulation Agreement Hwy. Agreement M485-88-030.

NOTE 9: Due to visual impacts material removals are restricted to certain portions of the site per Special Stipulation Agreement Hwy. Agreement M485-88-030.

NOTE 10: Due to visual impacts material removals are restricted to certain portions of the site per Special Stipulation Agreement Hwy. Agreement M485-88-030.

NOTE 11: Due to visual impacts material removals are restricted to certain portions of the site per Special Stipulation Agreement Hwy. Agreement M485-88-030.

NOTE 12: Due to visual impacts material removals are restricted to certain portions of the site per Special Stipulation Agreement Hwy. Agreement M485-88-030.

IN WITNESS WHEREOF, the parties have approved this Agreement on the _____ day
of _____, 2013, and their authorized officers have affixed their
names hereto.

CARSON CITY

By: _____
Robert Crowell, Mayor

Date

ATTEST:

Alan Glover, Clerk/Recorder

Date

APPROVED AS TO FORM:

NEIL A. ROMBARDO
Carson City District Attorney

By: _____
Joseph L. Ward, Jr.,
Senior Deputy District Attorney

Date

**STATE OF NEVADA, acting by and through its
DEPARTMENT OF TRANSPORTATION**

By: _____
Director Rudy Malfabon

Date

Approved as to Legality and Form:

Deputy Attorney General