

City of Carson City Agenda Report

Date Submitted: December 6, 2013

Agenda Date Requested: December 19, 2013

Time Requested: 5 Minutes

To: Mayor and Supervisors

From: Andrew Burnham, Public Works Director

Subject Title: Action to approve a Resolution to authorize entering into an Interlocal Agreement between Carson City and Douglas County to provide for Carson City to accept and treat sewer flows for the existing commercial center in northern Douglas County just south of Fuji Park and the residential area known as the Clear Creek Tahoe sewer area, also in northern Douglas County.

Staff Summary: This action will allow Carson City to accept and treat sewer flows from the commercial area and residential area of northern Douglas County.

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 Resolution _____ to authorize entering into an Interlocal Agreement between Carson City and Douglas County to provide for Carson City to accept and treat sewer flows for the existing commercial center in northern Douglas County just south of Fuji Park and the residential area known as the Clear Creek Tahoe sewer area, also in northern Douglas County.

Explanation for Recommended Board Action:

Carson City and Douglas County entered into an agreement in 2008 which allows Carson City to accept and treat sewer flows for the existing commercial center in northern Douglas County just south of Fuji Park. This action is to accept additional sewer flows from the residential area known as the Clear Creek Tahoe sewer area, also located in northern Douglas County. Carson City continues to have excess wastewater treatment capacity and is immediately proximate to the Douglas County commercial and residential areas which would allow for cost effective connection to the Carson City collection system. The City is permitted for 6.9 million gallons per day and currently treats approximately 4 million gallons per day. Carson City can provide wastewater treatment of the commercial and residential area flows, which are very minor compared to Carson City's total flows. In addition, Douglas County will contribute funding for upsizing a sewer main in Old Clear Creek Road which is currently at capacity.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.100

Fiscal Impact: Annual revenue will offset annual operations expenses. Douglas County will contribute their share of required sewer main upsizing.

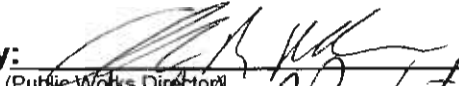
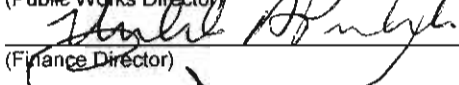
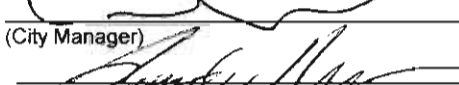
Explanation of Impact: The impact is revenue neutral.

Funding Source: From Douglas County.

Alternatives: Not approve the agreement.

Supporting Material: Resolution
Agreement
Map of Sewer Contribution Area

Prepared By: Andrew Burnham, Public Works Director

Reviewed By:  Date: 12-10-13
(Public Works Director)
 Date: 12-10-13
(Finance Director)
 Date: 12/10/13
(City Manager)
 Date: 12/10/13
(District Attorney)

Board Action Taken:

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

(Vote Recorded By)

RESOLUTION NO. _____

**RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT FOR SEWER
SERVICE BETWEEN CARSON CITY AND DOUGLAS COUNTY**

WHEREAS, any two or more public agencies may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.080 to 277.180, inclusive; and

WHEREAS, NRS 277.110 provides that every such agreement must be by formal resolution or ordinance of the governing body of each public agency included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, the parties to the Interlocal Agreement for Sewer Service to be provided by Carson City to Douglas County, desire to adopt and approve such agreement as required by NRS 277.110. A copy of the agreement is attached to this Resolution as Exhibit "A;" and

WHEREAS, both parties to the Interlocal Agreement for providing sewer service from Carson City to Douglas County are public agencies as defined by NRS 277.100; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Agreement for Sewer Service between Carson City and Douglas County are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement for Sewer Service between Carson City and Douglas County shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to Douglas County.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this _____ day of _____, 2013 by the following vote:

AYES: _____ NAYS: _____

ABSENT: _____ ABSTAIN: _____

Resolution No. _____

Robert Crowell, Mayor
Carson City, Nevada

ATTEST:

Alan Glover, Clerk
Carson City, Nevada

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is entered into this _____ day of December, 2013, between DOUGLAS COUNTY, Nevada, a political subdivision of the State of Nevada ("COUNTY"), and CARSON CITY, Nevada, a consolidated municipality under the Nevada Revised Statutes ("CARSON"). COUNTY and CARSON are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

WHEREAS, the Parties are authorized by Chapter 277 of the Nevada Revised Statutes to enter into agreements to perform any governmental service, activity or undertaking which any one or more of the agencies are authorized by law to perform; and

WHEREAS, the Parties are working together on several issues of regional significance for Resource Sharing to benefit both Parties including wastewater, water, and economic development activities; and

WHEREAS, the Parties each own, operate, and maintain wastewater collection and treatment systems for the benefit of their citizens; and

WHEREAS, each Party, in operating its respective wastewater system, desires to maximize the efficiency of such systems to provide service at the lowest possible cost to their citizens; and

WHEREAS, COUNTY and CARSON entered into an Interlocal Agreement dated October 16, 2008, recorded with the Douglas County Recorder's Office as Document 0734427, Book 1208, Page 2384 (the "Original Wastewater Agreement") whereby CARSON agreed to provide wastewater treatment service to a commercial area in northern Douglas County; and

WHEREAS, COUNTY requests CARSON to accept additional wastewater flows from a residential area located in Northern Douglas County for treatment; and

WHEREAS, CARSON continues to have excess wastewater treatment capacity and will allow COUNTY to have a cost-effective connection to the CARSON wastewater collection system; and

WHEREAS, CARSON can provide wastewater treatment of the commercial and residential area wastewater flows, which are relatively small compared to CARSON's total flows, and can do so on a continuing basis;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, it is hereby agreed by and between the Parties as follows:

ARTICLE I

1. The Parties mutually agree that the Original Wastewater Agreement dated October 16, 2008 is terminated as of June 30, 2013.

ARTICLE II

1. CARSON will accept sewage and wastewater from the COUNTY in an amount not to exceed 300,000 gallons per day, generated within the northern area of Douglas County as shown in Exhibits "A" and "B," attached hereto.
2. Costs for the transmission and treatment of sewage by CARSON will be at the rates established in accordance with the Carson City Municipal Code 12.03.020 – Schedule of Rates. Flows from COUNTY's commercial and residential areas will be considered as individual services and will be metered by COUNTY and provided to CARSON on a monthly basis. In addition, any future customer desiring residential sewer service within the residential area will pay be solely responsible for paying a sewer connection charge to CARSON at the rate then in effect at the time of connection. The Parties agree that COUNTY shall have no responsibility to assess or collect any sewer connection fee on behalf of CARSON.
3. Connection to CARSON's wastewater collection system was made by crossing under Fuji Park to the Old Clear Creek Road sewer line by boring under the existing improved portions of the park so as to limit disturbance to the park. CARSON grants permission to COUNTY to construct, own, operate, and maintain a sewage force main across and through Fuji Park to CARSON's sewer main in Old Clear Creek Road for the term of the Agreement. In addition CARSON grants to COUNTY permission to construct, own, operate, and maintain a sewage force main connection to the sewer main in upper Old Clear Creek Road for the purpose of connecting a force main from the residential area to CARSON's wastewater system.
4. The addition of sewage flows to the downstream sewer main east of Highway 395 in Old Clear Creek Road requires the upsizing and relocation of CARSON's sewer facilities. COUNTY agrees to pay CARSON its prorata share of the construction costs (currently estimated at 40% of the sewer line upsizing including demolition of the existing sewer manholes, acquiring any required sewer easements, constructing new sewer mains and manholes, including mobilization, demobilization, surveying and traffic control, and other costs directly associated with this sewer upsizing project) based on the COUNTY's percentage of total wastewater flow. Payment shall be made to CARSON based on the estimated cost of the project and deposited with CARSON within thirty (30) days of the award of bids and then adjusted based on the actual costs incurred once a Notice of Completion is issued.

5. If the COUNTY abandons the Fuji Park sewage force main, the COUNTY will disconnect the main from CARSON's wastewater collection system and fill the force main with a slurry cement as approved by CARSON.
6. COUNTY may discontinue wastewater flows to CARSON at any time and disconnect the Fuji Park line in accordance with the terms of this Agreement.
7. COUNTY shall obtain a Discharge Permit pursuant to the Carson City Municipal Code 12.03.040 (Discharge Permits – Application – Procedure). In addition, COUNTY shall provide to CARSON semi-annual, certified analysis of the sewage and wastewater transmitted to CARSON for treatment, documenting compliance with discharge limits as found in Carson City Municipal Code 12.06.410, "Prohibited Discharges." If the test results are outside normal sewage parameters, CARSON may institute a surcharge in addition to the annual payment for the treatment of the sewage upon providing at least three months' advance notice to COUNTY. COUNTY shall maintain a Wastewater Discharge Pretreatment Monitoring program within the area contributing sewage to the CARSON sewer.
8. This Agreement shall be effective beginning July 1, 2014, after it is approved by an appropriate official action of the governing body of each Party.
9. NOTICES.

All written notices under this Agreement shall be delivered to the following officials at the addresses stated:

Carl Ruschmeyer, Public Works Director
P.O. Box 218
Minden, NV 89423
CRuschmeyer@douglas.co.nv.us

Andrew Burnham, Public Works Director
3505 Butti Way
Carson City, NV 89701
Aburnham@ci.carson-city.nv.us

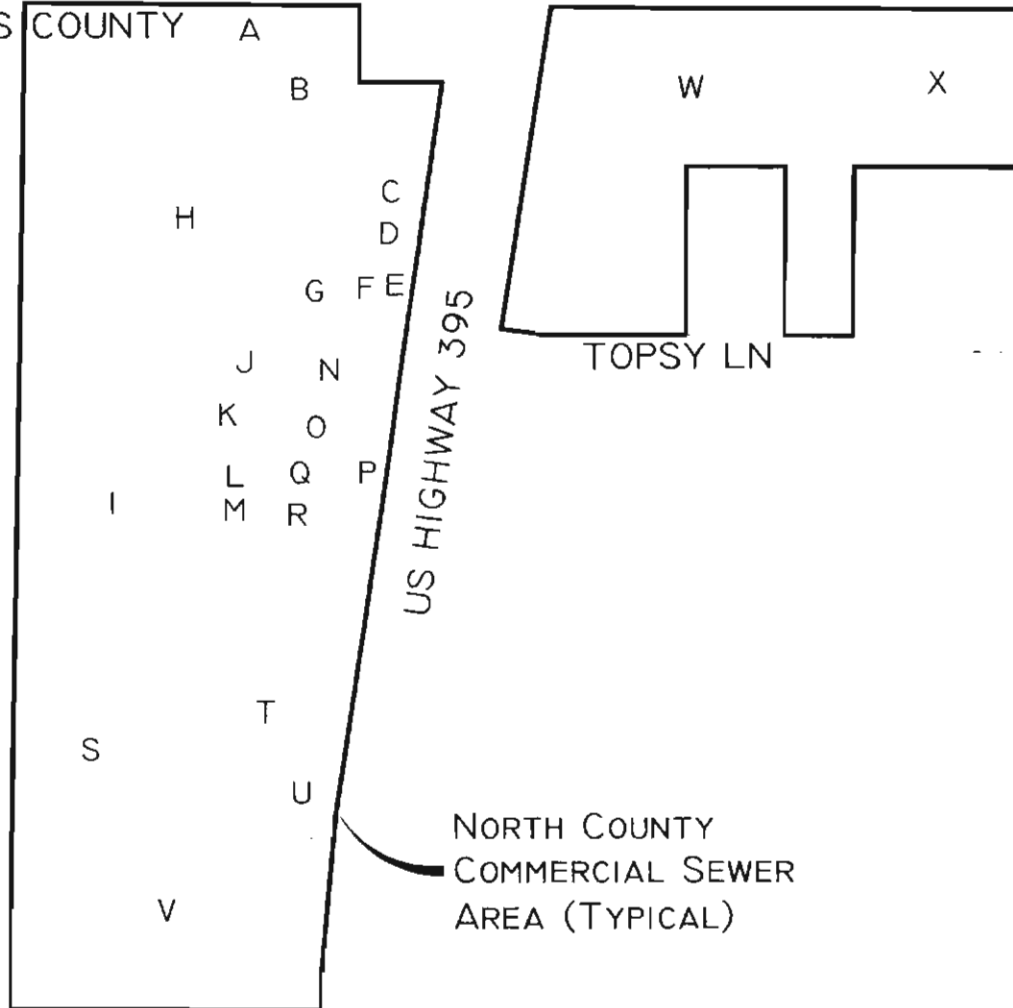
10. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The contract liability of both Parties shall not be subject to punitive damages and both Parties promise and agree to not assert any claim for punitive damages.

11. INDEMNIFICATION.

- a) Subject to the provisions of Paragraph 10, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any or person or entity described in this paragraph.
 - b) 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 actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorneys' fees and costs incurred by the indemnified Party if the Indemnified Party chooses to participate with legal counsel of its own choice.
12. OWNERSHIP OF FACILITIES. Each Party maintains ownership of its own facilities and no transfer of ownership is implied as part of this Agreement.
13. REASONABLE CARE. Each Party shall exercise reasonable care in the performance of its obligations and rights under this Agreement to ensure that the other Party's facilities and operations are not impaired or damaged.
14. PROTECTION OF A PARTY'S SEPARATE FACILITIES. If any occurrence or condition during operation or maintenance of the connection between the Parties' facilities threatens the physical integrity or operational capability of a Party's separate facilities, upon notification to the other Party, the affected Party may stop operation or maintenance of the connection and/or take any action that the affected Party determines to be necessary to protect its own separate facilities. Any Party may remove part of the connection if required, for emergency repair of its separate facilities, provided that such affected connection facilities are restored as soon as possible by the removing Party.
15. RESPONSIBILITY FOR DAMAGES TO FACILITIES. If damage occurs to connected facilities during the operation of the connected wastewater systems, then the responsibility to pay for any necessary repairs of said damaged facilities shall be as follows:
- a) If damage occurs when the connection is being operated within typical Operating Standards, then the owner of the damaged facilities is solely responsible for the costs to repair the damaged facilities.

EXHIBIT A

CARSON CITY
DOUGLAS COUNTY



JACKS VALLEY RD

APN TABLE

<u>A</u>	1420-06-502-001
<u>B</u>	1420-06-502-017
<u>C</u>	1420-06-502-010
<u>D</u>	1420-06-502-011
<u>E</u>	1420-06-502-013
<u>F</u>	1420-06-502-012
<u>G</u>	1420-06-502-016
<u>H</u>	1420-06-502-014
<u>I</u>	1420-06-602-023
<u>J</u>	1420-06-602-026
<u>K</u>	1420-06-602-028
<u>L</u>	1420-06-602-018

APN TABLE (CONT.)

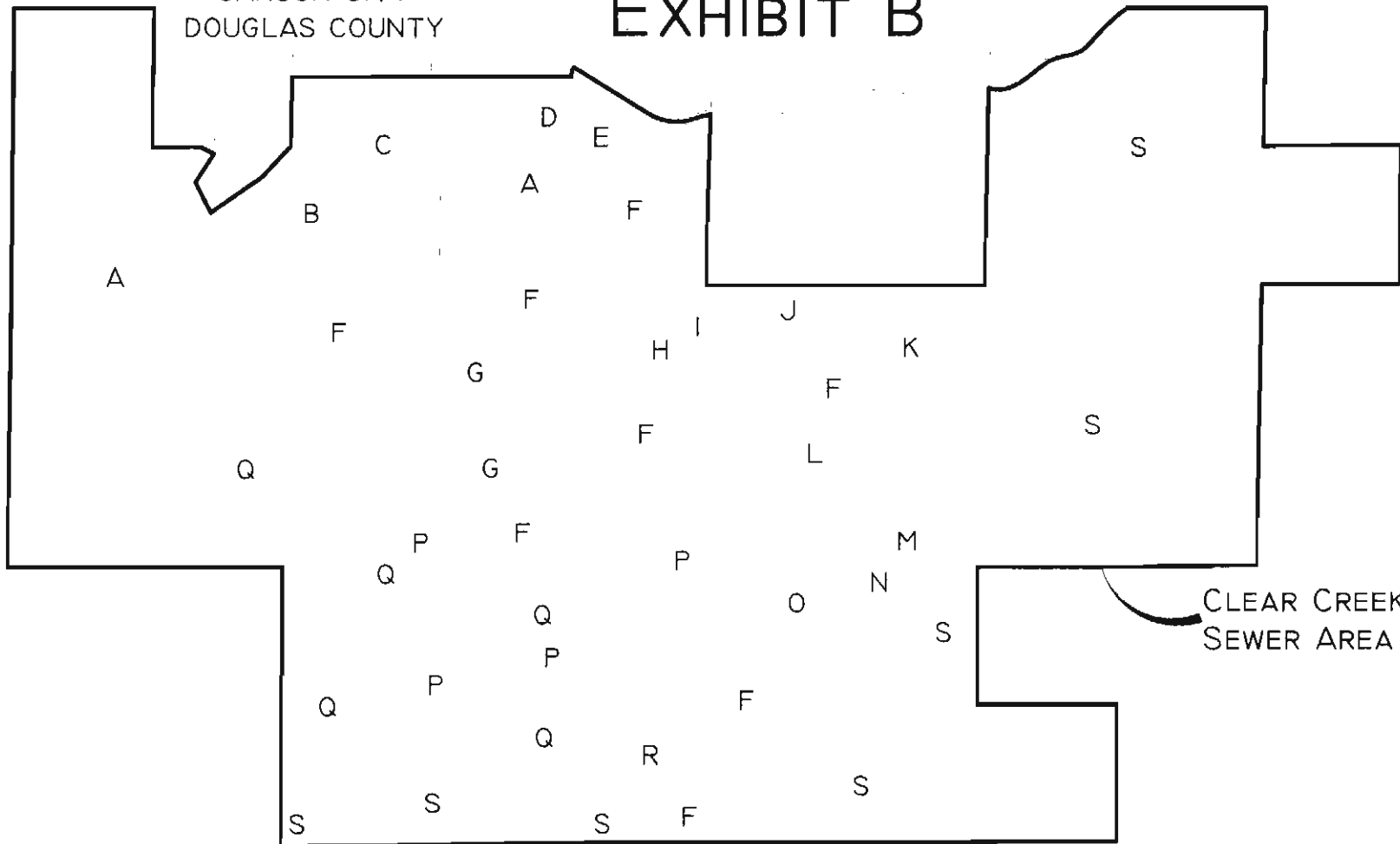
<u>M</u>	1420-06-602-019
<u>N</u>	1420-06-602-015
<u>O</u>	1420-06-602-031
<u>P</u>	1420-06-602-027
<u>Q</u>	1420-06-602-020
<u>R</u>	1420-06-602-030
<u>S</u>	1420-06-702-001
<u>T</u>	1420-06-702-002
<u>U</u>	1420-06-702-003
<u>V</u>	1420-06-702-004
<u>W</u>	1420-06-501-003
<u>X</u>	1420-05-101-009



DECEMBER 5, 2013

CARSON CITY
DOUGLAS COUNTY

EXHIBIT B



CLEAR CREEK TAHOE
SEWER AREA

APN TABLE

<u>A</u>	1419-04-000-017
<u>B</u>	1419-04-000-014
<u>C</u>	1419-04-000-013
<u>D</u>	1419-04-000-020
<u>E</u>	1419-03-000-009
<u>F</u>	1419-04-000-019
<u>G</u>	1419-04-000-021
<u>H</u>	1419-03-000-012
<u>I</u>	1419-03-000-011
<u>J</u>	1419-03-000-013

APN TABLE (CONT.)

<u>K</u>	1419-03-000-015
<u>L</u>	1419-03-000-014
<u>M</u>	1419-03-000-017
<u>N</u>	1419-10-000-008
<u>O</u>	1419-10-000-009
<u>P</u>	1419-09-000-005
<u>Q</u>	1419-04-000-018
<u>R</u>	1419-10-000-010
<u>S</u>	1419-03-000-016



DECEMBER 5, 2013