

RESOLUTION NO. 3748

(Cooperative Agreement for Widening of St. Rose Parkway from Gillespie Street to Seven Hills Drive and from Coronado Center Drive to I-215)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, NEVADA, REGARDING A COOPERATIVE AGREEMENT WITH THE STATE OF NEVADA ON BEHALF OF ITS DEPARTMENT OF TRANSPORTATION FOR THE WIDENING OF ST. ROSE PARKWAY FROM GILLESPIE STREET TO SEVEN HILLS DRIVE AND FROM CORONADO CENTER DRIVE TO I-215.

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the Nevada Department of Transportation (NDOT) is charged with the responsibility to plan, develop, operate, maintain, control and protect the highways of the State, for present as well as future use; and

WHEREAS, the legislature has stated said responsibility includes the planning, design, construction and/or reconstruction of highways necessary for the preservation of the public safety, the promotion of the general welfare, and the improvement and development of facilities for transportation in the state; and

WHEREAS, the CITY and NDOT have an interest in completing the widening of St. Rose Parkway from Gillespie Street to Seven Hills Drive and from Coronado Center Drive to I-215; and

WHEREAS, the widening of St. Rose Parkway will accommodate present and future traffic demand and provide an improved level of service to the public along the St. Rose Parkway corridor by increasing the capacity of the corridor thus reducing congestion on the local roadway network; and

WHEREAS, the City Council believes that the widening of St. Rose Parkway will be beneficial and in the best interest of the residents of the City and to the people of the State of Nevada.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Henderson, Nevada, that:

SECTION 1. The Agreement is hereby ratified, approved and confirmed, and that the officers designated in the Agreement to execute it by and on behalf of the City are hereby authorized to do so and to deliver an executed copy thereof to the other party thereto.

SECTION 2. All actions heretofore taken by the City and its officers and employees toward the purpose of this Resolution are hereby ratified, approved and confirmed.

SECTION 3. The officers and employees of the City are authorized to take all actions necessary to effectuate the provisions of the Resolution.

SECTION 4. A true and correct copy of the Agreement, consisting of six pages, between the respective parties is attached hereto and incorporated herein by reference as Exhibit A.

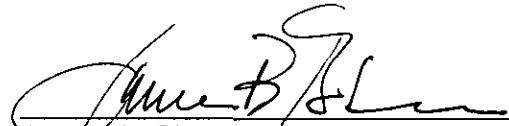
SECTION 5. This resolution shall be in effect upon passage and approval.

Cooperative Agreement for Widening of St. Rose Parkway from Gillespie Street to Seven Hills Drive and from Coronado Center Drive to I-215

PASSED, ADOPTED, AND APPROVED THIS 1ST DAY OF APRIL 2008, BY THE FOLLOWING ROLL-CALL VOTE OF COUNCIL.

Those voting aye: James B. Gibson, Mayor
Councilmembers:
Arthur "Andy" Hafen
Jack Clark
Steven D. Kirk
Gerri Schroder

Those voting nay: None
Those abstaining: None
Those absent: None


James B. Gibson, Mayor

ATTEST:

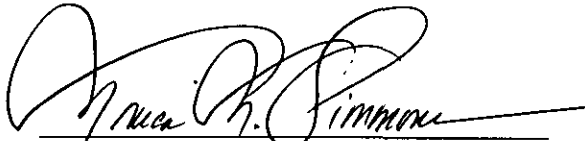

Monica M. Simmons, CMC, City Clerk

Exhibit A
COOPERATIVE AGREEMENT
Agreement Number 131-08-ST-171-001

This Agreement is made and entered into this _____ day of _____, 2008, by and between the STATE OF NEVADA, acting by and through it's Department of Transportation, hereinafter called the DEPARTMENT, and the City of Henderson, a municipal corporation and political subdivision of the State of Nevada hereinafter called the CITY.

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority;" and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110; and

WHEREAS, the DEPARTMENT and CITY have an interest in completing the widening of St. Rose Parkway from Gillespie Street to Seven Hills Drive and from Coronado Center Drive to I-215, hereinafter called the PROJECT; and

WHEREAS, the purpose of this Agreement is to secure encroachment rights for the DEPARTMENT on CITY right-of-way and establish responsibility for certain PROJECT maintenance; and

WHEREAS, the maintenance services to be provided by the CITY will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the CITY will obtain from the developers and/or property owners identified herein certain right-of-way dedications in accordance with existing conditions of development; and

WHEREAS, the DEPARTMENT will obtain other necessary right-of-way in accordance with DEPARTMENT policies; and

WHEREAS, the CITY is willing and able to perform the services described herein;

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

ARTICLE I - CITY AGREES:

1. To invoke CITY utility franchise rights and require any utility under a franchise agreement to relocate their facilities that conflict with the construction of the PROJECT prior to advertisement of the PROJECT.

2. To grant the DEPARTMENT, or agents of the DEPARTMENT, the right to occupy CITY right-of-way as necessary for the purposes of constructing and maintaining the PROJECT. The construction within CITY right-of-way will include widening and reconstruction of roadway, construction of sidewalks, curb and gutter, and installation of street lights. This permission is not only applicable to actual construction but includes any miscellaneous staging, detours or other traffic control scenarios which may be needed for the construction of this PROJECT. These rights will expire upon completion of the PROJECT.

3. To complete the review of all change orders submitted by the DEPARTMENT within five (5) working days after service of such change orders. In the event the CITY does not provide the DEPARTMENT with the CITY's written response to the DEPARTMENT's change orders within five (5) working days following the DEPARTMENT's service of such change orders upon the CITY, the DEPARTMENT will proceed with change orders so as to not to delay the PROJECT.

4. To maintain all traffic signal systems, regional flood control facilities, landscaping, lighting, multiuse trails and sidewalks installed or constructed as part of the PROJECT upon completion and acceptance of the PROJECT by the DEPARTMENT.

5. To review and comment on each of the progress submittals of the DEPARTMENT's design (including plans, and specifications) of the PROJECT within twenty-one (21) calendar days of service of plans and specifications.

6. To require property owners and developers adjacent to the PROJECT to obtain concurrence from the DEPARTMENT.

7. To acquire from the developer/property owner Sansone St Rose Coronado, LLC (APN 177-24-707-004 & 177-24-803-002), the necessary rights-of-way for turn lanes, trail and landscaping as proposed behind the planned back of curb. See the attached exhibit "Exhibit A – Parcel Locations." The dedication limit shall commence 62 feet west of and parallel to the "SR" centerline and cover the required dedication area (25 feet) toward the properties to the west. The dedication shall include all rights necessary for roadway improvements and maintenance. The DEPARTMENT will acquire the area between the CITY dedicated right-of-way and the existing public right-of-way.