# Carson City Board of Supervisors Agenda Report

Date Submitted: August 1, 2012	Agenda Date Requested: August 16, 2012 Time Requested: Consent
To: Mayor and Supervisors	Time Requested. Consent
From: Public Works	
<b>Subject Title</b> : For Possible Action: To adopt Resolute between Carson City and the Carson City School Disvicinity of the Pioneer High School and North Stewart	
<b>Staff Summary:</b> A portion of the North Stewart Stree property adjacent to the Pioneer High School with the a total of 24,501 square feet of property from the School public utility easements for existing North Stewart desires to acquire 25,742 square feet of surplus proper Pioneer High School to accommodate future expansion properties in question are nearly identical, the tax pay would be beneficial for both parties, and would be in the sought.	e permission of the School District. The City required nool District in order to accommodate right of way at Street improvements. In turn, the School District perty owned by the City immediately south of the on of the campus. Since the square foot areas of yer base is essentially the same, a straight land trade
Type of Action Requested: (check one) () Resolution ( (X_) Formal Action/Motion (	) Ordinance ) Other (Specify)
Does This Action Require A Business Impact Stat	tement: () Yes (_X_) No
Recommended Board Action: I move to adopt Reso agreement between Carson City and the Carson City property in the vicinity of the Pioneer High School and	School District for the purpose of exchanging
<b>Explanation for Recommended Board Action:</b> It is in question is irrelevant, and that the trade will be equavoids the time consuming and costly appraisal procedommission voted unanimously on 7/11/12 to recommended the Board of Supervisors.	ess. The Carson City Regional Transportation
Applicable Statute, Code, Policy, Rule or Regulati	ion: NRS 277.180, NRS 334.030
Fiscal Impact: None	
Explanation of Impact: N/A	
Funding Source: N/A	
Alternatives: Do not adopt the resolution.	
Supporting Material: Interlocal Agreement w/ Exhibi	its "A" through "G"
Prepared By: Jeff Sharp, City Engineer	

Reviewed By:	(Public Works Director)	į (	Date:	8-7-	12
	(City Manager)		Date:	8/2/13	<u> </u>
	(Finance Director)		Date:	11/12	
	(District Attorney)		Date:	8/2/1	<u>\</u>
Board Action Ta	aken:				
Motion:	s 1	)			Aye/Nay
	2	2)			
	3	)		<u> </u>	
	4	)			
	5	i)			
(Vote Recor	ded Bv)				

	RESOL	UTION	NO.	
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A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN CARSON CITY, A CONSOLIDATED MUNICIPALITY OF THE STATE OF NEVADA, AND THE CARSON CITY SCHOOL DISTRICT, FORMERLY KNOWN AS THE ORMSBY COUNTY SCHOOL DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, FOR THE PURPOSE OF EXCHANGING PROPERTY AT THE PIONEER HIGH SCHOOL AND NORTH STEWART STREET EXTENSION, AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, NRS 277.180 authorizes 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 agreement is authorized by law to perform; and

**WHEREAS**, NRS 334.030 authorizes a governmental entity to take full advantage of surplus properties of any other local governmental entity; and

WHEREAS, the CITY desires to obtain certain properties from the DISTRICT to establish the right-of-way for the North Stewart Street Extension Project and associated improvements; and

WHEREAS, a portion of North Stewart Street was built on property currently owned by the DISTRICT: and

WHEREAS, the CITY has previously obtained certain properties in conjunction with the North Stewart Street Extension Project which are not necessary to the project and which the CITY desires to dispose of; and

WHEREAS, the DISTRICT desires to obtain the properties that the CITY desires to dispose of for the expansion of the Pioneer High School; and

**WHEREAS**, the CITY and the DISTRICT desire to exchange the properties as mutually beneficial to both agencies.

**NOW, THEREFORE, BE IT RESOLVED,** that the terms and conditions of the Interlocal Agreement, for the purpose of exchanging property at the Pioneer High School and North Stewart Street Extension, is hereby adopted and approved; and

**BE IT FURTHER RESOLVED** that the Interlocal Contract, for the purpose of exchanging property at the Pioneer High School and North Stewart Street Extension, 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 the Carson City School District.

	ervisor	
Supervisor	f A 1 0040 L . II	the foregoing Resolution was passe
and adopted this 16th day of	of August, 2012 by the	following vote.
VOTE	E: AYES:	
	NAYS:	
	ABSENT:	·
	ABSTAIN:	
		Robert Crowell, Mayor
ATTEST		
Alan Glover, Clerk		
Carson City, Nevada		

# INTERLOCAL AGREEMENT BETWEEN CARSON CITY

# AND THE CARSON CITY SCHOOL DISTRICT FOR THE PURPOSE OF EXCHANGING PROPERTY AT THE PIONEER HIGH SCHOOL AND NORTH STEWART STREET EXTENSION

This Agreement made and entered into the \_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_, 2012, by and between CARSON CITY, a consolidated municipality of the State of Nevada, herein referred to as "CITY", and the CARSON CITY SCHOOL DISTRICT, formerly known as the Ormsby County School District, a political subdivision of the State of Nevada, herein referred to as "DISTRICT."

#### WITNESSETH:

WHEREAS, NRS 277.180 authorizes 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 agreement is authorized by law to perform; and

WHEREAS, NRS 334.030 authorizes a governmental entity to take full advantage of surplus properties of any other local governmental entity; and

WHEREAS, the CITY desires to obtain certain properties from the DISTRICT to establish the right-of-way for the North Stewart Street Extension Project and associated improvements; and

WHEREAS, a portion of North Stewart Street was built on property currently owned by the DISTRICT; and

WHEREAS, the CITY has previously obtained certain properties in conjunction with the North Stewart Street Extension Project which are not necessary to the project and which the CITY desires to dispose of; and

WHEREAS, the DISTRICT desires to obtain the properties that the CITY desires to dispose of for the expansion of the Pioneer High School; and

WHEREAS, the CITY and the DISTRICT desire to exchange the properties as mutually beneficial to both agencies.

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 convey by quitclaim deed to the DISTRICT, all its right, title and interest for Parcel 1 as depicted on Exhibit "A" and as further described on Exhibit "B" and Exhibit "C."

#### ARTICLE II - DISTRICT AGREES

1. To convey by quitclaim deed to the CITY, all its right, title and interest for Parcel 2 as depicted on Exhibit "A" and as further described on Exhibit "D" and Exhibit "E."

2. To convey to the CITY a Public Utility Easement along the westerly side of the proposed North Stewart Street right-of-way as depicted on Exhibit "A" and as further described on Exhibit "F" and Exhibit "G."

#### ARTICLE III - IT IS MUTUALLY AGREED

- 1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party. It is anticipated that all approvals shall be obtained by September 30, 2012, and the deeds and transactions contemplated herein shall be executed, delivered, and recorded on or before that date.
- 2. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR CITY:

Patrick Pittenger

City of Carson City

201 North Carson Street, #2 Carson City, Nevada 89706

Phone: (775) 283-7396 Fax: (775) 887-2112

E-mail: ppittenger@carson.org

FOR DISTRICT:

Richard Stokes - Superintendent

Carson City School District

1402 West King St.

Carson City, NV 89703 Phone: (775) 283-2000

Fax: (775) 283-2090

E-mail: rstokes@carson.k12.nv.us

- 3. Failure of either party to perform any material obligation under this Agreement shall be deemed a breach. The non-breaching party shall give written notice of the alleged breach and an opportunity to cure. If the breach is not cured within a reasonable time, the non-breaching party may terminate this Agreement and exercise the rights and remedies available to it by law. In the event legal action is required to enforce the terms of this Agreement or to prevent its breach, then in addition to any other rights and remedies available to such party at law or in equity, the prevailing party to such action shall be entitled to a recovery of its reasonable attorney's fees and costs.
- 4. Neither party waives, and each intends to assert, available NRS Chapter 41 liability limitations in all cases.
- 5. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. 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.

- 6. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
- 7. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the acts contemplated herein.
- 8. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada First Judicial District Court, Carson City, Nevada, for enforcement of this Agreement.
- 9. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CARSON CITY SCHOOL DISTRICT

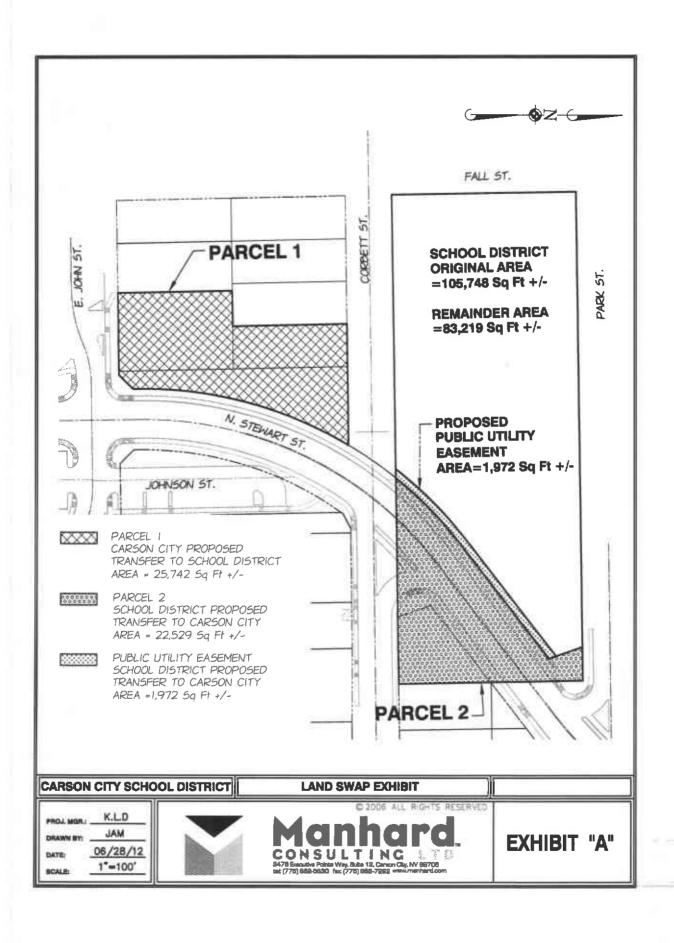
REVIEWED AND RECOMMENDED BY:

City Engineer

By: Richard W. Stokes, Superintendent (Date)
(The foregoing Agreement was approved at a meeting of the Board of Trustees of the Carson City School District on, 2012.)
STATE OF NEVADA ) ) SS.
CARSON CITY )
This instrument was acknowledged before me on
NOTARY PUBLIC  R. CORTEZ  NOTARY PUBLIC  STATE OF NEVADA  My Appt. Exp. May 12, 2013
CARSON CITY:

# APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney	Date
ROBERT CROWELL, Mayor	Date
ATTEST:	
ALAN GLOVER Clerk-Recorder	Date



#### Exhibit "B"

# PARCEL 1 LEGAL DESCRIPTION

All that certain real property situate within the Northwest ¼ of Section 17, Township 15 North, Range 20 East, M.D.M., further described as Lot 5, a portion of Lot 4, a portion of Lot 3, located in Block 5 of the Rice & Peters Addition, together with Lot 5, a portion of Lot 4, a portion of Lot 6, located in Block 8 of the Rice & Peters Addition as shown on that certain Plat for Carson City, Nevada, File No. 61493, Map No. 191, Official Records of Ormsby County, Nevada, dated May 15, 1963.

COMMENCING at a point on the southerly right-of-way of Corbett Street and the westerly right-of-way of Johnson Street, from which the north ¼ corner of said Section 17 bears S 89°07'17" E, a distance of 861.62 feet;

THENCE N 88°58'32" W, along said right-of-way of Corbett Street a distance of 15.26 feet to the POINT OF BEGINNING;

**THENCE** leaving said right-of-way along a non-tangent curve to the Left, having a radius of 433.00 feet, a central angle of 31°36'56" for an arc length of 238.93 feet, said curve having a chord bearing of S 16°46'02" W, for a distance of 235.91 feet;

THENCE S 00°57'34" W, a distance of 5.48 feet;

**THENCE** S 46°04'32" W, a distance of 21.27 feet to a point on the northerly right-of-way of East John Street;

THENCE along said right-of-way N 88°58'41" W, a distance of 89.16 feet;

**THENCE** leaving said right-of-way N 00°46'54" E, a distance of 123.92 feet to a point on the northerly property line of Lot 6;

**THENCE** along said property line S 88°58'23" E, a distance of 38.59 feet to the southwesterly property corner of Lot 5, Block 5 of the aforementioned Rice & Peters Addition;

**THENCE** N 00°39'10" E along the west property line of said Lot 5, a distance of 123.65 feet to a point on the southerly right-of-way of Corbett Street, said point being the northwesterly property corner of Lot 5, Block 5 of said Rice & Peters Addition;

THENCE along said right-of-way S 88°58'32" E, a distance of 130.95 feet to the **POINT OF BEGINNING**:

CONTAINING 25,742 square feet, more or less.

The Basis of Bearing for this document is Nevada State Plane Coordinate System, West Zone, Carson City Modified (NAD 27), with "Prison Hill", "Empire" & "AOR-005" as being held positions with the scale factor of 1.0002.

#### SURVEYOR'S CERTIFICATE

I hereby certify that the attached legal description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

James A. McKew
Nevada PLS 19023
For and on behalf of

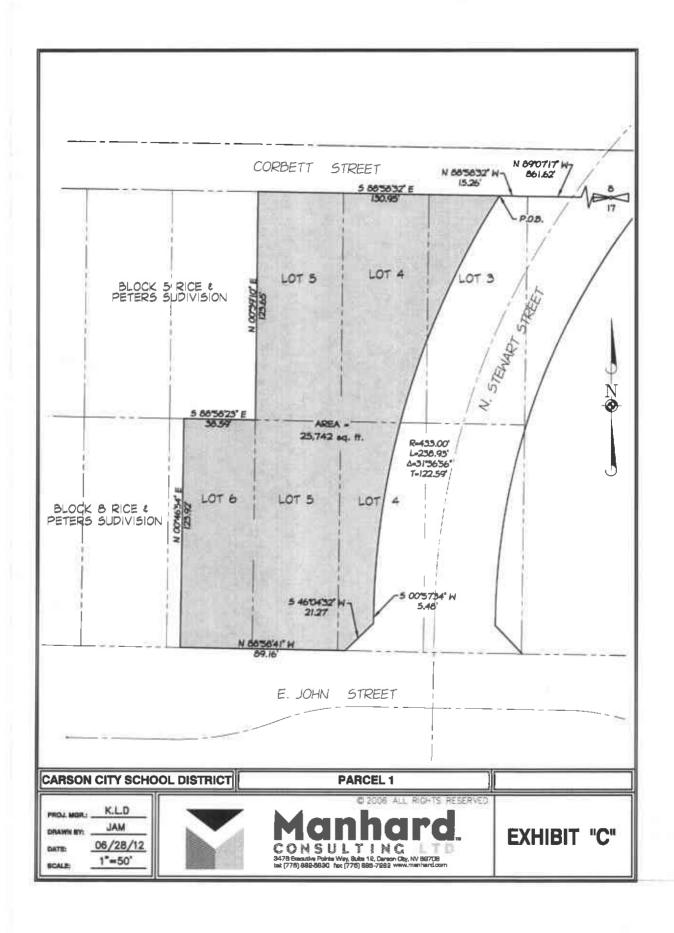
Manhard

consulting

3476 Executive Pointe Way, Suite 12
Carson City, Nevada 89706

(775) 882-5630





#### Exhibit "D"

#### PARCEL 2 LEGAL DESCRIPTION

All that certain real property situate within the Southwest ¼ of Section 8, Township 15 North, Range 20 East, M.D.M.;

BEGINNING at a point on the northerly right-of-way of Corbett Street said point also being the southeast corner, from which the south ¼ corner of said Section 8 bears S 84°26'56" E, a distance of 618.33 feet, further described as being a portion of Block 4 of the Rice and Peters Addition;

THENCE N 89°01'48" W, along said northerly right-of-way a distance of 223.99 feet;

THENCE leaving said northerly right-of-way along a curve to the right having a radius of 433.00, arc length of 100.03 feet, delta angle of 13°14'13", a chord bearing of N 47°28'25" E and a chord distance of 99.81 feet;

**THENCE** N 54°05'31" E, a distance of 157.61 feet;

THENCE N 17°27'14" W, a distance of 37.94 feet to a point on the southerly right-of-way of East Park Street;

THENCE S 88°59'59" E, along said southerly right-of-way a distance of 36.76 feet;

**THENCE** S 00°45'21" W, leaving said right-of-way a distance of 199.27 feet to the **POINT OF BEGINNING**;

CONTAINING 22,529 square feet, more or less.

The Basis of Bearing for this document is Nevada State Plane Coordinate System, West Zone, Carson City Modified (NAD 27), with "Prison Hill", "Empire" & "AOR-005" as being held positions with the scale factor of .9997992943.

# SURVEYOR'S CERTIFICATE

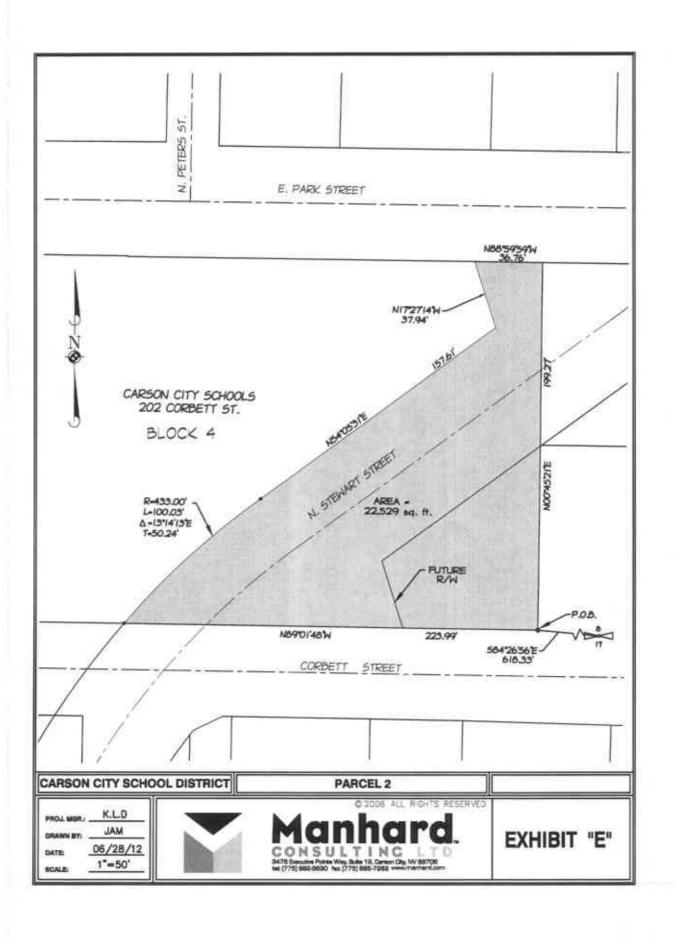
I hereby certify that the attached legal description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

James A. McKew Nevada PLS 19023 For and on behalf of



3476 Executive Pointe Way, Suite 12 Carson City, Nevada 89706 (775) 882-5630





#### Exhibit "F"

# PUBLIC UTILITY EASEMENT LEGAL DESCRIPTION

All that certain real property situate within the Southwest ¼ of Section 8, Township 15 North, Range 20 East, M.D.M.;

**BEGINNING** at a point on the northerly right-of-way of Corbett Street, from which the south ¼ corner of said Section 8 bears S 85°40'00" E, a distance of 841.80 feet, further described as being a portion of Block 4 of the Rice and Peters Addition;

THENCE N 89°01'48" W, continuing along said northerly right-of-way a distance of 9.72 feet;

THENCE leaving said northerly right-of-way along a curve to the right having a radius of 440.50, arc length of 108.00 feet, delta angle of 14°02'50", a chord bearing of N 47°04'06" E and a chord distance of 107.73 feet;

THENCE N 54°05'31" E, a distance of 160.11 feet;

THENCE S 17°27'14" E, a distance of 7.91 feet;

THENCE S 54°05'31" W, a distance of 157.61 feet;

**THENCE** along a curve to the left having a radius of 433.00, are length of 100.03 feet, delta angle of 13°14'13", a chord bearing of S 47°28'25" W and a chord distance of 99.81 feet to the **POINT OF BEGINNING**;

CONTAINING 1,972 square feet, more or less.

The Basis of Bearing for this document is Nevada State Plane Coordinate System, West Zone, Carson City Modified (NAD 27), with "Prison Hill", "Empire" & "AOR-005" as being held positions with the scale factor of .9997992943.

# SURVEYOR'S CERTIFICATE

I hereby certify that the attached legal description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

James A. McKew Nevada PLS 19023 For and on behalf of



3476 Executive Pointe Way, Suite 12 Carson City, Nevada 89706 (775) 882-5630

