City of Carson City Agenda Report

Date Submitted: October 18, 2012 Agenda Date Requested: November 1, 2012

Time Requested: Consent

To: Mayor and Supervisors

From: Publics Works - Environmental Division

Subject Title: For Possible Action: To adopt an Amendment to the Stewart Ponds Reclaimed Water Agreement Northern Nevada Correctional Center entered into between the State of Nevada and Carson City to extend the Agreement for an additional 30 years for the continued irrigation of prison lands. (Bruketta)

Staff Summary: Adoption of the Amendment will allow for continued use of the Stewart Reclaimed Water Ponds for irrigation of prison grounds and farmland. The original Agreement provides the option to renew for two additional thirty (30) year terms. The Agreement will expire on November 18, 2012 unless renewed.

Type of Action Requested: (cnec	k one)		
() Resolution (X) Formal Action/Motion	() Ordinance () Other (Specify)		
Does This Action Require A Business Impact Statement: () Yes (X) No			

Recommended Board Action: I move to adopt an Amendment to the Stewart Ponds Reclaimed Water Agreement Northern Nevada Correctional Center entered into between the State of Nevada and Carson City to extend the Agreement for an additional 30 years for the continued irrigation of prison lands.

Explanation for Recommended Board Action: The City entered into an Agreement with the State of Nevada on November 18, 1982 for the purpose of constructing the Stewart Ponds and supplying reclaimed wastewater for irrigation of prison grounds and farmland. The City entered into a second Agreement on November 6, 1986 for the purpose of continuing to make the Stewart Ponds and related facilities available, operated and maintained in accordance with the original Agreement. The original Agreement provides the option to renew for two additional thirty (30) year terms, provided the State give the City written notice of the intent to renew at least two years prior to the expiration of the agreement. On October 17, 2012, the Division of State lands provided a copy of the proposed Amendment, requesting to renew the Agreement for an additional thirty (30) years. Although the request is not timely, it is in the City's best interest to renew the agreement.

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

Fiscal Impact: NA

Explanation of Impact: NA

Funding Source: NA

Alternatives: Direct staff otherwise.

AGREEMENT
THIS AGREEMENT, made and entered into this 6th day of Novembes
1986, between CARSON CITY, Nevada, a consolidated municipality, hereinafter
referred to as "CITY", and the STATE OF NEVADA, Division of State Lands, for
and on behalf of the Department of Prisons, hereinafter referred to as "STATE".
WHEREAS, CITY and STATE entered into an agreement dated November 18,
1982, attached hereto and by reference made a part hereof (Exhibit A), which
agreement provided for the construction and operation of a sewage facility including
the "Stewart Ponds" by the CITY and for the use of the reclaimed water on
state-owned land; and
WHEREAS, CITY was granted the temporary right to occupy that portion of
the Stewart Indian School Property known as the "Stewart Ponds" by the U.S.
General Services Administration on September 12, 1983; and
WHEREAS, CITY is using and wishes to continue to use the "Stewart Ponds"
as shown on the attached Exhibits B, C, and D, in accordance with its agreement
with STATE; and
•
WHEREAS, STATE has indicated an interest to acquire the surplus Stewart
Indian School property, including the "Ponds", and desires to have CITY continue
to operate and maintain the facility in accordance with the original agreement:

NOW, THEREFORE, CITY and STATE agree that, should the surplus Stewart Indian School property be acquired by the STATE:

- The STATE shall continue to make the ponds and related facilities as shown on the attached Exhibits B, C, and D available to CITY.
- The CITY shall continue to operate and maintain the facility in accordance with the original agreement.
- The term of this agreement shall run so long as the term of the above-referenced original agreement, dated November 18, 1982.

1	IN WITNESS WHEREOF, the part	nes hereto have caused this contract to be
2	signed and intend to be legally bound.	
3	DATED this day of	November, 1986.
4		
5	CITY:	STATE:
6	CARSON CITY PUBLIC WORKS DEPARTMENT	STATE OF NEVADA Division of State Lands
7	11.1	-
8	By: DANIEL O'BRIEN	By: PAMELA B. WILCOX
10	Public Works Director Carson City	Administrator and Ex-officio State Land Registrar
11		
12	CITY OF CARSON CITY	APPROVED:
13	1/2/	NEVADA DEPARTMENT OF PRISONS
14	By: DAN FLAMMER, Mayor	<u> </u>
15		By: Separ W Summ
16	STATE OF NEVADA)	VERNOR 6. HOUSEWRIGHT Director
17	CITY OF CARSON CITY)	GEORGE W. SUMNER
18	On NOVEMBER 6, 1986,	APPROVED as to Form:
19	1986, personally appeared before me, a notary public, DAN FLAMMER, Mayor, City of Carson City, who	BRIAN McKAY
20	acknowledged that he executed the	ATTORNEY GENERAL
21	above instrument.	48 Brok_
22	Of men	A. SCOTT BODEAU
24	NOTARY PUBLIC	Deputy Attorney General
25	J. SULLIVAN Notary Public - Nevada Careen City	
26	APPROVED as to Form	•
27	CARSON CITY DISTRICT ATTORNEY	
28		•
29	By: Moel waters	

30

AGREEUEUT

This Agreement made <u>HoverNer 18</u>, 19 82, between Carson City, Nevada, a consolidated municipality, hereinafter referred to as "CITY", and the State of Nevada Department of Prisons, hereinafter referred to as "STATE".

WHEREAS, CITY will construct and operate a wastewater treatment plant which will make reclaimed water usable and available for irrigation; and

WHEREAS, CITY is in need of a site for the disposal of its vastewater; and

MIEREAS, STATE owns certain real property located at the Nevada State Prison and the Northern Nevada Correctional Center and wants to use said reclaimed water for irrigation of said lands;

. NOW, THEREFORE, CITY and STATE agree as follows:

- 1. STATE shall use all reclaimed water supplied under this Agreement solely for irrigation of prison grounds and farmland. Said use shall be confined to those lands described in Emhibit A, which is attached hereto and incorporated herein.
- 2. STATE may make use of the effluent for food crops, provided STATE performs any required additional treatment, sampling and laboratory testing as may be required by the Nevada Division of Environmental Protection.
- 3. STATE shall use said reclaimed water in accordance with standards and regulations established by the Nevada Division of Frvironmental Protection.
- 4. CITY shall treat said reclaimed water at its wastewater treatment plant in accordance with standards and regulations established by the Nevada Division of Environmental Protection for agricultural use, excluding production of food crops for human consention. CITY shall perform all sampling and laboratory testing that is required by the Nevada Division of Environmental Protection and CITY's discharge permit, including but not limited to actual sampling of treated effluent, prison

- 9

·11

.

.32

farm soils and Carson River water. If any testing reveals conditions that do not meet the standards and regulations adopted by the Nevada Division of Environmental Protection, then it shall be the responsibility of CITY to address the problem by adjusting its method of effluent treatment.

١ 13

. 16

- 5. Initially CITY shall make available to STATE a minimum of 710 acre-fact of reclaimed water per year during the irrigation season and in the future reserve to STATE the right to take delivery of a maximum of 3,000 acre-feet of reclaimed water per year.
- 6. CITY shall provide the quantity and quality of water, for the lands developed under this Agreement, necessary for proper irrigation of agricultural lands and proper renovation of treated effluent.
- 7. Said delivery of reclaimed water shall commence in 1985. However, if the facilities described in paragraph 12 of this Agreement are completed prior to 1985, the parties may, by mutual consent, advance said commencement.
- 8. The parties agree that STATE will be able to utilize 3,000 acre-feet of reclaimed water per year. Therefore, STATE shall accept and use all reclaimed water made available by CITY to a maximum of 3,000 acre-feet per year, unless the conditions referred to in paragraph 11 of this Agreement make such usage impossible. In that event, STATE shall accept and use as much of the reclaimed water as said conditions permit.
- 9. STATE shall make reasonable effort to utilize its farmland so as to maximize the amount of reclaimed water that it will be able to accept and use under this Agreement as shown on Exhibit A.
- 10. STATE acknowledges that the actual quantity of reclaimed water that CITY will be able to make available during any irrigation season is dependent on the wastewater treatment facilities that are available, population growth in Carson City, and annual and seasonal variations in the flow of reclaimed water.

- 2 -

11. CITY acknowledges that the actual quantity of reclaimed water that STATE will be able to accept during any irrigation season is dependent on the capacity of STATE's lands and sound farm management practices.

G

. 8

. 10

.26

necessary facilities and appurtenances for the full performance of its duties and obligations under this Agreement, including the engineering and construction of a wastewater treatment plant and a pipeline to STATE's lands. CITY shall also construct and install an irrigation system, including all land preparation, upon STATE's farmland. STATE shall provide the reasonable and necessary casements for the construction of said facilities and appurtenances. Upon completion of said construction, said irrigation system upon STATE's farmland shall remain the CITY's property until the expiration of the term of this agreement at which time the irrigation system shall become the property of STATE.

and repair of said facilities and appurtenances to the points of delivery which shall be at the property lines of STATE's lands. The location of said points of delivery are designated on Exhibit A. STATE shall be responsible for the operation, maintenance and repair of the irrigation system and appurtenances thereto on STATE's farmland.

14. The term of this Agreement shall be thirty (30) years and STATE shall have the option to renew it for two additional thirty (30) year terms provided it gives CITY written notice of its intention to renew at least two (2) years prior to the expiration of each term.

15. This Agreement shall constitute a covenant that runs with those lands of the STATE described in Exhibit A and shall be binding on STATE, its successors, assigns and all subsequent owners of all or any part of said.lands.

16. Should STATE have to expand its facilities at the site,
CITY agrees to allow STATE to reduce the lands under irrigation shows on

Exhibit A by no more than fifty (50) acres. The actual location of the lands to be taken out of irrigation shall be mutually agreed upon by STATE and CITY. STATE agrees that should more than fifty (50) acres be required then STATE, at its sole expense, will replace the land and irrigation system to receive reclaimed water. The amount of land and facilities to be replaced will be governed by the amount of reclaims water actually or proposed to be used that can no longer be applied.

- 17. The right to receive reclaimed water hereunder shall no be assignable by STATE to other persons except upon conveyence of all o part of the lands described in Exhibit A, nor shall said right b transferable to STATE's other lands without the prior consent of CITY.
- 18. The parties acknowledge that breach of this Agreement will produce great or irreparable injury to them. Therefore, if either party refuses or fails to carry out the terms of this Agreement, the other party shall be entitled to injunctive relief to restrain the breaching party from violating this Agreement and any damages that makes the caused by such breach.
- and obligations hereunder if performance of this Agreement is prevent by the elements, natural disaster or acts of God, or if they are order or enjoined from performing hereunder by any court or regulatory agen having jurisdiction. Either party may discontinue performance of i duties and obligations hereunder if the other party breaches any term condition of this Agreement.
- 20. CITY shall make application to the State Hunicipal Bo Fank for the issuance of a bond entitled 1982 Comprehensive Sex Improvement Bond. The funds obtained by the issuance of said bond shabe used to building the facilities described in paragraph 12 of the agreement.
- 21. STATE acknowledges that issuance of the '19 Comprehensive Sever Improvement Bond is a condition precedent to CITY ability to perform under this Agreement. CITY shall make every effections

, ...

× 100,5

G

..7

S

. 15

. 17

· 26

,

to obtain issuance of said bond but if it is unsuccessful, this. Agreement shall become null and void, unless other methods of financing the project become available. 22. This contract shall not become effective until and unless approved by the Nevada State Board of Examiners, and the State of Nevada Interim Finance Committee. . IN WITHESS UMEREOF, the parties hereto have caused this contract to be signed and intend to be legglly bound thereby. S 10 Approved for form: 11 CARSON CITY DISTRICT ATTORNEY 12 13 14 CARSON CITY PUBLIC WORKS DEPARTMENT 15 16 LAURENCE A. WERNER Public Works Director 17 18 CARSON CITY 19 20 William Reinken, MAYOR-PRO-TEM 21 23 TED P. THORNTON, Clerk-Treasurer 111 24 25 111% 111 .20 27 111 111 28 29 111 30 111 31 111 32 111

J _

Approved for form: ATTORNEY GENERAL

G

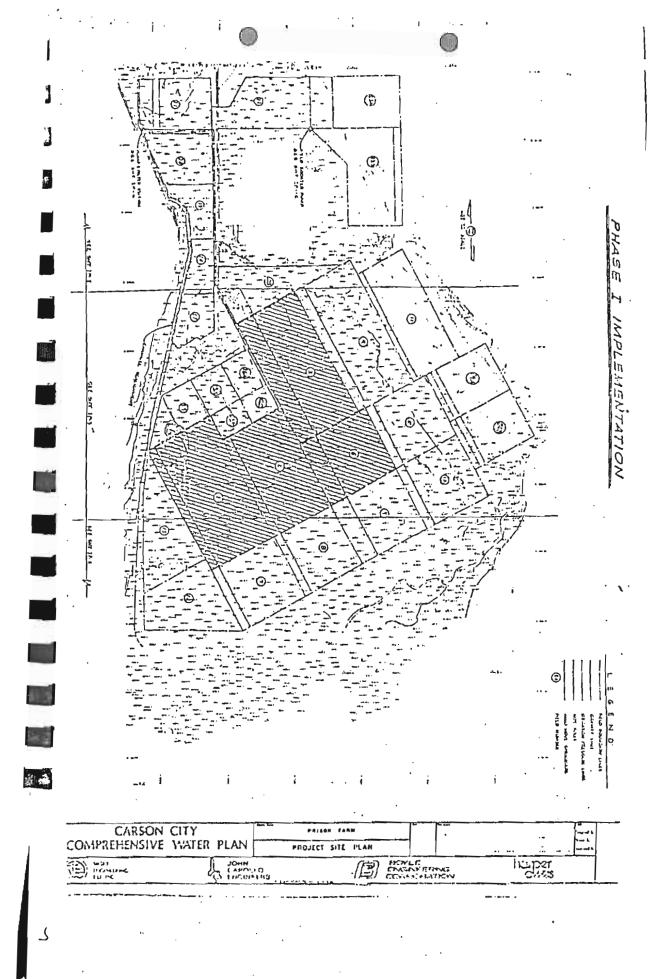
S

. 11

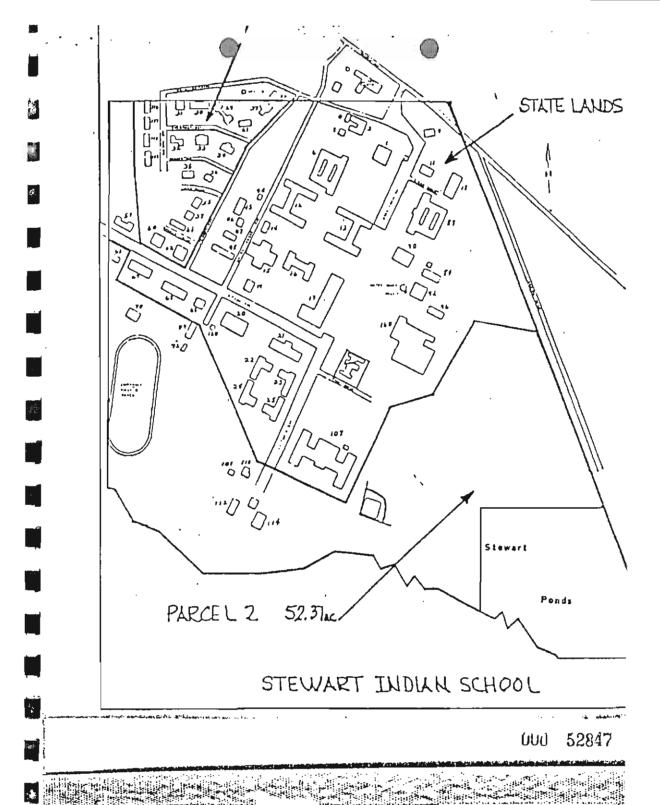
By Crnst E. Adl

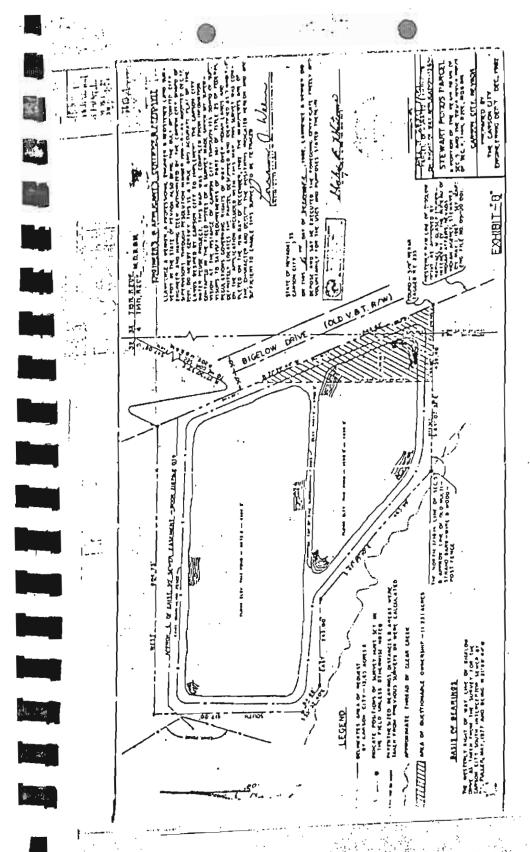
STATE OF	HEVADA D	EPARTH	ENT OF 1	PRISON
By: Uhr		long.		<u>/</u>
VERMO	H G. HOUS	EURIGH LISONS		
STATE OF	HEVADA I	و کشیان	E EXAMI	HERS
177	Mon	<i>Ct</i> .	· ·	••
			·	
<u>.</u>				
	HEVADA FINANCE	CONSTIT	EE.	- , '
	· · . ·			
Ву:	. Cn	airean		
	· Cn	1111211	•	
			•	
•				

•



UUU 528





ນນປີ 52



PRIS-2, REM, #4393, 13591 Carson City A.P.N.: 009-241-19

Recording requested by & return to: Division of State Lands 901 S. Stewart St. Suite 5003 Carson City, NV 89701-5246

AGREEMENT AMENDMENT STEWART PONDS RECLAIMED WATER AGREEMENT NORTHERN NEVADA CORRECTIONAL CENTER

THIS AGREEMENT AMENDMENT, made and entered into this _____ day of ______, 2012 by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS and the State Land Registrar, for and on behalf of the DEPARTMENT OF CORRECTIONS, hereinafter referred to as STATE, and CARSON CITY, NEVADA, a consolidated municipality, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, STATE and CITY entered into an AGREEMENT dated November 18, 1982 and recorded as Document #00052847 in the Carson City Recorder's Office for the purpose of constructing and supplying reclaimed wastewater for irrigation of prison grounds and farmland in a portion of Section 5, Township 14 North, Range 20 East, M.D.M.; and

WHEREAS, STATE and CITY entered into another AGREEMENT dated

November 6, 1986 also recorded as Document #00052847 in the Carson City Recorder's

Office for the purpose of continuing to make the ponds and related facilities available, and

operated and maintained in accordance with the original agreement; and

WHEREAS, the term of the original AGREEMENT is thirty (30) years and

provides the option to renew for two additional thirty (30) year terms per Provision 14; and

WHEREAS, the AGREEMENT expires on November 18, 2012 unless extended

or renewed by providing notice to CITY of the intention to renew; and

WHEREAS, STATE provided CITY with notice prior to the expiration of the

AGREEMENT that it desires to renew for an additional thirty (30) year term.

NOW THEREFORE, the AGREEMENT is hereby amended as follows:

The term of the Agreement shall be extended an additional 30 years, or until

November 18, 2042, for the above described Stewart Ponds reclaimed water use for

the continued irrigation of prison lands.

This AGREEMENT AMENDMENT may be recorded in the Carson City

Recorder's Office. All other terms and conditions of the AGREEMENT remain in full

force and effect with no other changes or amendments thereto.

//

//

11

AGREEMENT AMENDMENT STEWART PONDS AGREEMENT AT NNCC Page 2 of 4 IN WITNESS WHEREOF, the parties hereto have executed this amended agreement as of the day and year first above written.

STATE:			
STATE OF NEVADA Division of State Lands			
Ву:			
JAMES R. LAWRENCE Administrator and Ex-Officio State Land Registrar			
STATE OF NEVADA)		
CARSON CITY	ss.		
CARSON CIT I)		
On,, 2012, per R. LAWRENCE, Administrator as Lands, who acknowledged that he	nd Ex-Officio State	Land Registrar, I	
NOTARY PUBLIC			

<u>CITY:</u>		
CARSON CITY, NEVADA A Consolidated Municipal		vada <u>ATTEST</u> :
ByROBERT CROWELL		City Clerk
Mayor		
STATE OF NEVADA)	
CARSON CITY	ss.	
		peared before me, a notary public, to acknowledged that he executed the
above instrument.		
NOTARY PUBLIC		
APPROVED as to Form: CATHERINE CORTEZ M Attorney General	1ASTO	
Ву:		
KEVIN BENSON		
Deputy Attorney Genera	I	
Date:		

AGREEMENT AMENDMENT STEWART PONDS AGREEMENT AT NNCC Page 4 of 4