

**City of Carson City  
Agenda Report**

**Date Submitted:** October 21, 2011     **Agenda Date Requested:** November 17, 2011  
**Time Requested:** Consent Agenda

**To:** Mayor and Supervisors

**From:** Public Works Department

**Subject Title:** For Possible Action: To adopt Resolution No. \_\_\_\_\_ a resolution approving and authorizing the Mayor to sign Lease Amendment #1 to an Interlocal Agreement by and between Carson City and the State of Nevada, Division of State Lands, and the State Land Registrar, for and on behalf of the Department of Corrections, for lease of property for a sewage lift station. (Andrew Burnham)

**Staff Summary:** Adoption of the Resolution approving this amendment will increase annual lease payment for 3,874 square feet of State owned property from \$250.00 to \$280.00 per year. The site is where the South Sewage Lift Station is located which conveys wastewater from the southern area of Carson City to the Waste Water Reclamation Plant. There has not been an increase in this fee since the initial agreement approval in November of 1996.

**Type of Action Requested:** (check one)  
 Resolution                              Ordinance  
 Formal Action/Motion              Other (Status Report)

**Does This Action Require A Business Impact Statement:**  Yes (XX) No

**Recommended Board Action:** I move to adopt Resolution No. \_\_\_\_\_ a resolution approving and authorizing the Mayor to sign Lease Amendment #1 to an Interlocal Agreement by and between Carson City and the State of Nevada, Division of State Lands, and the State Land Registrar, for and on behalf of the Department of Corrections, for lease of property for a sewage lift station.

**Explanation of Recommended Board Action:** As the Board is aware, Carson City Public Works – Wastewater Division operates and maintains the South Sewage Lift Station located on Department of Corrections property at the southern end of Carson City. This Lease Amendment #1 increases the rental payment from \$250 to \$280 per year. The State of Nevada reserves the right to reassess and adjust the rental fee every five years, beginning November 1, 2011.

**Fiscal Impact:** \$280.00 per year.

**Funding Source:** 510-3201 Operating Supplies

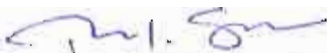
**Explanation of Impact:** Funding provided for in FY 2011/2012

**Alternatives:** Do not approve and advise otherwise.

**Supporting Material:**

1. Resolution (Exhibit A)
2. Agreement Amendment with State Lands (Exhibit B)
3. Original 1996 Agreement (Exhibit C)

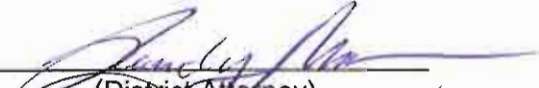
Prepared By: Ken Arnold, Environmental Manager

Reviewed By:   
(Public Works Director)

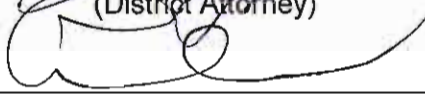
Date: 10/25/11

Concurrences:   
(Finance Director)

Date: \_\_\_\_\_

  
(District Attorney)

Date: 10/25/11

  
(City Manager)

Date: 10/25/11

Board Action Taken:

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ADOPTING AND APPROVING LEASE AMENDMENT #1 TO AN INTERLOCAL AGREEMENT BY AND BETWEEN CARSON CITY AND THE STATE OF NEVADA, DIVISION OF STATE LANDS, AND THE STATE LAND REGISTRAR, FOR AND ON BEHALF OF THE DEPARTMENT OF CORRECTIONS**

**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 Lease Amendment #1 to an Interlocal Agreement by and between Carson City and the State of Nevada, Division of State Lands, and the State Land Registrar, for and on behalf of the Department of Corrections, desire to approve such lease amendment as required by NRS 277.110. A copy of the lease amendment is attached to this Resolution as Exhibit "B"; and

**WHEREAS**, both parties to Lease Amendment #1 to an Interlocal Agreement, by and between Carson City and the State of Nevada, Division of State Lands, and the State Land Registrar, for and on behalf of the Department of Corrections are public agencies as defined by NRS 277.100; and

**NOW, THEREFORE, BE IT RESOLVED** that the terms and conditions of Lease Amendment #1 to an Interlocal Agreement by and between Carson City and the State of Nevada, Division of State Lands, and the State Land Registrar, for and on behalf of the Department of Corrections, are hereby adopted and approved; and

**BE IT FURTHER RESOLVED** that Amendment #1 to an Interlocal Agreement by and between Carson City and the State of Nevada, Division of State Lands, and the State Land Registrar, for and on behalf of the Department of Corrections, 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 State of Nevada, Division of State Lands and the State Land Registrar.

Upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, the foregoing Resolution was passed and adopted this \_\_\_\_\_ day of 2011 by the following vote:

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Robert L. Crowell, Mayor  
Carson City, Nevada

ATTEST:

\_\_\_\_\_  
Alan Glover, Clerk  
Carson City, Nevada

LEO DROZDOFF  
*Director*

Department of Conservation  
and Natural Resources

JAMES R. LAWRENCE  
*Administrator*

BRIAN SANDOVAL  
*Governor*



State Land Office  
State Land Use Planning Agency  
Nevada Tahoe Resource Team  
Conservation Bond Program-Q1

*Address Reply to*

Division of State Lands  
901 S. Stewart St. Suite 5003  
Carson City, Nevada 89701  
Phone (775) 684-2720  
Fax (775) 684-2721  
Web [www.lands.nv.gov](http://www.lands.nv.gov)

STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
**Division of State Lands**

October 7, 2011

Carson City Public Works Department  
3505 Butti Way  
Carson City, NV 89701-3498

Re: Carson City Sewer Lift Station Lease Amendment

Gentlemen:

A lease was issued to Carson City on November 25, 1996 for a sewer lift station which serves the southern section of Carson City, including the Northern Nevada Correctional Center and other state departments. Per the terms of this lease, the annual rental fee may be re-evaluated every 5 years to reflect any change in the current market value. Our records indicate that no fee re-evaluation has occurred since the lease was originally issued at the minimum commercial use rate of \$250.00 per year. A copy of the lease is enclosed for reference.

The lift station occupies an area of 3,874 square feet in a portion of the NW 1/4 of Section 4, T. 14 N., R. 20 E. near Bigelow Drive. An alternative to comparing this use with current land values in the area is to apply a Consumer Price Index factor to adjust the fee for inflation. The new lease rate would be increased \$30.00 per year from the present annual rate of \$250.00 which was established 15 years ago. We cannot waive this fee increase because the lift station serves private property and other customers in this area in addition to the State of Nevada.

Enclosed is an amendment to the lease to document this change which will become effective on November 1. We request that you review and sign the amendment and return both copies to this office. You do not need to submit any payment at this time, as the use fee will be updated prior to the normal billing cycle.

If you have any current market data or supporting information that differs from our assessment of the fee re-evaluation, please provide it for our consideration. If you would like any additional information or have any questions, please do not hesitate to contact me. We would appreciate your immediate attention in executing this lease amendment.

Sincerely,

Handwritten signature of Rick Murray in cursive script.  
Rick Murray

Land Agent III  
Nevada Division of State Lands  
901 S. Stewart St, #5003  
Carson City, NV 89701 775-684-2728 (direct ext)



PRIS-2, REM, #4068  
Carson City  
APN: 10-281-46

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

**LEASE AMENDMENT #1**  
**Carson City Sewer Lift Station, Northern Nevada Correctional Center**

THIS LEASE AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, 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 GRANTOR, and CARSON CITY, a consolidated municipality, hereinafter referred to as GRANTEE.

**WITNESSETH:**

WHEREAS, the GRANTOR granted a Lease to CARSON CITY on March 20, 1997 and recorded as Document Number 200454 on March 24, 1997 in the official records of Carson City for the purpose of constructing a sewer lift station to serve Northern Nevada Correctional Center and the southern section of Carson City over and across a portion of that certain property situate and lying within a portion of the NW 1/4 of Section 4, Township 14 North, Range 20 East, M.D.M.; and

WHEREAS, the Lease contained a paragraph that in part reads as follows:  
“LESSEE agrees to pay LESSOR as and for rental of said property the sum of TWO HUNDRED FIFTY (\$250.00) DOLLARS per year beginning November 1, 1996, and each November 1 thereafter.”; and

WHEREAS, the Easement gives GRANTOR the right to re-evaluate and adjust said annual fee to reflect current market value every five years; and

WHEREAS, the GRANTOR recently completed a rental re-evaluation and determined that the annual rental fee for the easement has increased and is due and payable on November 1, 2011.

NOW THEREFORE, the Lease is hereby amended as follows:

FOR AND IN CONSIDERATION of this Amendment, Carson City, Nevada hereby agrees to pay a rental fee of TWO HUNDRED EIGHTY (\$280.00) AND NO/100 DOLLARS per year to the State of Nevada beginning on or before November 1, 2011 and on or before November 1<sup>st</sup> each year thereafter. The State of Nevada reserves the right to reassess and adjust the rental fee every FIVE (5) years.

GRANTEE, shall record this Lease Amendment at the Carson City Recorder’s Office. All other terms and conditions of the Easement remain in full force and effect, with no other changes or amendments thereto.

IN WITNESS WHEREOF, the parties hereto have executed this amended lease as of  
the day and year first above written.

**LESSOR:**

**STATE OF NEVADA  
Division of State Lands**

By: \_\_\_\_\_  
JAMES R. LAWRENCE  
Administrator and Ex-Officio  
State Land Registrar

STATE OF NEVADA )  
  ) ss.  
CARSON CITY )

On, \_\_\_\_\_, 2011 personally appeared before me, a notary public, James R.  
Lawrence, Administrator and Ex-Officio State Land Registrar, Division of State Lands,  
who acknowledged that he executed the above instrument.

\_\_\_\_\_  
NOTARY PUBLIC



**LESSEE:**

**CITY OF CARSON CITY  
A CONSOLIDATED MUNICIPALITY**

**ATTEST**

By \_\_\_\_\_  
ROBERT CROWELL  
Mayor

\_\_\_\_\_  
City Clerk

STATE OF NEVADA            )  
  :SS  
CARSON CITY                 )

On \_\_\_\_\_, 2011 personally appeared before me, a notary public, Robert Crowell as Mayor of Carson City, Nevada, who acknowledged that he executed the above instrument.

\_\_\_\_\_  
NOTARY PUBLIC

**APPROVED as to Form:  
CATHERINE CORTEZ MASTO  
Attorney General**

By:   
\_\_\_\_\_  
KEVIN BENSON  
Deputy Attorney General

Date: 9-29-11



**LEASE**

THIS LEASE, by and between the STATE OF NEVADA, acting through the Division of State Lands, for and on behalf of the Department of Prisons hereinafter referred to as LESSOR and CARSON CITY, a consolidated municipality, hereinafter referred to as LESSEE.

**WITNESSETH:**

WHEREAS, there is a need for a new sewer lift station to serve the southern section of Carson City including Northern Nevada Correctional Center, Stewart Conservation Camp, Stewart Facility, Nevada Highway Patrol and other state agencies as required; and

WHEREAS, the current lift station is undersized and beyond its serviceable life; and

WHEREAS, the current lift station is located within the Northern Nevada Correctional Center compound; and

WHEREAS, Carson City desires to locate a new lift station on a more accessible site; and

WHEREAS, the state has land that meets the requirements for a lift station; and

WHEREAS, new sewer lines that serve Northern Nevada Correctional Center will connect to the new lift station; and

WHEREAS, the upgraded system will benefit the State of Nevada and the citizens of Carson City.

NOW, THEREFORE, for and in consideration of the rents hereinafter reserved and the covenants, terms and conditions hereinafter contained, LESSOR does by these presents lease unto LESSEE the land described below:

--  
--  
--  
--  
--



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CARSON CITY**  
**SEWER LIFT STATION LEASE**

**LIFT STATION**

A lease for the construction, maintenance of and access to a sanitary sewer lift station over a portion of the Northwest quarter (NW1/4) Section 4, Township 14 North, Range 20 East, M.D.M., more particularly described as follows:

Beginning at a point on a curve in the centerline of Bigelow Drive from which the West quarter corner of said Section 4 bears South 67° 07' 37" West, a distance of 623.69 feet; thence along said curve, concave West, having a central angle of 02° 06' 55", a radius of 1,274.40 feet, an arc length of 47.05, and a chord bearing North 17° 07' 49" West, a distance of 47.05 feet; thence leaving said centerline North 71° 48' 43" East, a distance of 80.00 feet; thence South 17° 07' 49" East, a distance of 50.00 feet; thence South 73° 55' 38" West, a distance of 80.00 feet to the point of beginning having an area of 3,874 square feet.

1. PREMISES: Carson City will construct a lift station and appurtenances upon the above described state property, as shown on Exhibit "A", attached hereto and made a part hereof.

2. USE OF PREMISES: The property is to be used for a sewer lift station.

3. TERM: The LESSEE shall utilize the described land for a term of TWENTY (20) YEARS, beginning upon approval of the Board of Examiners and the Interim Finance Committee whichever is later. It is the understanding of the parties hereto that this Lease may be extended for an additional TWENTY (20) years should the LESSEE require continued use thereof.

4. CONSIDERATION OF LEASE: In consideration for this Lease, the LESSEE agrees to pay LESSOR as and for rental of said property the sum of TWO HUNDRED FIFTY (\$250.00) DOLLARS per year beginning November 1, 1996, and each November 1 thereafter. Said annual fee to be adjusted to reflect current fair market value every five years.

5. REQUIREMENTS OF NORTHERN NEVADA CORRECTIONAL CENTER: LESSEE agrees: (a) not to interfere with any operations of the Northern Nevada Correctional Center (NNCC) and/or the Stewart Conservation Camp; (b) to notify and receive permission from the NNCC warden prior to entering the correctional center and/or conservation camp property; and



1 (c) to abide by all NNCC rules and regulations.

2 6. SUBLEASE AND ASSIGNMENT: LESSEE shall not assign this lease, or sublease  
3 any portion of the leased premises.

4 7. ORDINANCES AND STATUTES: LESSEE shall comply with all ordinances,  
5 statutes, and requirements of all State and Federal authorities now in force or which may hereinafter  
6 be put into force pertaining to the premises or use of the premises by LESSEE.

7  
8 8. INDEMNIFICATION AND PROPERTY DAMAGE: LESSEE agrees to indemnify  
9 and hold harmless, to the extent of LESSEE's liability as provided by law, from and against any  
10 and all liability for personal injuries, property damage, or for loss of life or property resulting from,  
11 or in any way connected with the condition or use of the premises covered herein, including any  
12 hazard, deficiency, defect or other matter, known or unknown, arising out of or connected with  
13 actions or omissions of LESSEE, its agents or employees. LESSEE and LESSOR agree to waive  
14 any rights each may have against the other for loss or damage to their property in which they have  
15 an interest where such loss is caused by a peril of the type generally covered by fire insurance with  
16 extended coverage or arising from any cause pertaining to structures which the claiming party will  
17 be obligated to insure against under the lease. With respect to structural damage for which coverage  
18 exists, each party waives any right of subrogation that it might otherwise have against the other  
19 party, or any additional designated insured. The parties agree to cause their respective insurance  
20 companies insuring the proposed premises or insuring their property on or in the premises to execute  
21 a waiver of any such rights of subrogation or, if so provided in the insurance contract, to give notice  
22 to the insurance carrier that the foregoing mutual waiver of subrogation is contained in this lease.  
23 LESSEE shall obtain and pay for board form comprehensive general liability insurance including  
24 personal injury.  
25  
26  
27  
28



1           9.     INSURANCE: LESSOR shall be added as an additional insured and receive a  
2 certificate of insurance. Public liability shall not be less than \$1,000,000.00 and property damage  
3 not less than \$50,000.00. Said insurance must be in full force and effect at all times during the term  
4 of the lease.

5  
6           10.  MAINTENANCE: LESSEE is responsible for the maintenance of the sewer lift  
7 station and appurtenances.

8           11.  UTILITIES: LESSEE will pay all costs associated with bringing utilities, including  
9 but not limited, to electrical and/or telephone service to the site and LESSEE will pay all service  
10 costs associated with said utilities.

11  
12           13.  QUIET ENJOYMENT: LESSOR agrees to defend the title of the leased premises  
13 and also agrees that LESSEE shall peaceably and quietly hold, enjoy and occupy the leased premises  
14 for the duration of this Lease without any hindrance, interruption, injection or molestation by  
15 LESSOR or other person or persons.

16           14.  UNLAWFUL CONDUCT: LESSEE shall not use, permit or cause to be used any  
17 part of the said premises for any unlawful conduct or purpose.

18  
19           15.  TERMINATION OF LEASE: This Lease may be terminated for breach of any of  
20 its conditions. However, parties may have THIRTY (30) days to remedy such breach; written  
21 notice to be given, as provided for in paragraph 19, to the other party stating the reason for  
22 termination. If LESSEE terminates the Lease, prior to its expiration date, the sewer lift station may  
23 be purchased by LESSOR for fair market value, or LESSOR may require LESSEE to remove said  
24 sewer lift station and appurtenances. If LESSOR terminates the Lease, LESSEE is to remove the  
25 lift station and appurtenances within one (1) year from written notice of termination of Lease, or  
26 LESSOR will reimburse LESSEE the fair market value of the sewer lift station and appurtenances.  
27

28           16.  ENTRY AND INSPECTION: LESSEE shall permit the LESSOR or LESSOR's



1 agent to enter upon the premises at any time for the purpose of inspecting the same.

2 17. CHOICE OF LAW: The parties agree that this Lease is governed by the Laws of  
3 the State of Nevada.

4 18. ATTORNEYS FEE: In the event that any lawsuit should be brought for recovery of  
5 these premises or for any sum due herein or because of any act which may arise out of the  
6 possession by either party, the prevailing party shall be entitled to all cost incurred in connection  
7 with such action including a reasonable attorney fee.  
8

9 19. NOTICES: All notices under this Lease shall be in writing and delivered in person  
10 or sent by certified mail, return receipt requested, to LESSOR or to LESSEE at their respective  
11 addresses set forth below or to such other addresses as may hereafter be designed by either party  
12 in writing.  
13

14 **LESSOR:**

15 State of Nevada  
16 Division of State Lands  
17 333 West Nye Lane  
18 Carson City, NV 89710

**LESSEE:**

Carson City  
Department of Public Works  
3505 Butti Way  
Carson City, NV 89701

19 --  
20 --  
21 --  
22 --  
23 --  
24 --  
25 --  
26 --  
27 --  
28 --



20. APPROVALS: This Lease shall not become effective unless and until approval of the State Board of Examiners and the Legislature's Interim Finance Committee has been secured as required by NRS 322.007.

The foregoing constitutes the entire agreement between the parties and may be modified only by amendment signed by both parties.

IN WITNESS WHEREOF, the parties hereto have subscribed this Lease on the day and year first above written.

**LESSOR:**

**LESSEE:**

STATE OF NEVADA  
Division of State Lands

CARSON CITY, NEVADA

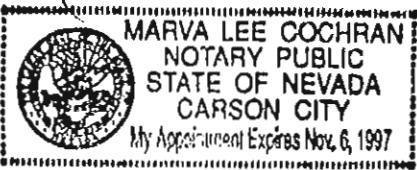
By: *[Signature]*  
PAMELA B. WILCOX  
Administrator and Ex-Officio  
State Land Registrar

By: *[Signature]*  
MARV TEIXEIRA  
Carson City Mayor

STATE OF NEVADA )  
CARSON CITY )  
ss.

On November 25,  
1996, personally appeared before me, a notary public, PAMELA B. WILCOX, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that she executed the above instrument.

*[Signature]*  
NOTARY PUBLIC





1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**APPROVED as to Form:**

**FRANKIE SUE DEL PAPA**  
**Attorney General**

By: *George H. Taylor*  
**GEORGE TAYLOR**  
Deputy Attorney General

**APPROVED:**

**STATE OF NEVADA**  
**Department of Prisons**

By: *Robert Bayer*  
**ROBERT BAYER**  
Director

**APPROVED:**

**STATE BOARD OF EXAMINERS**

By: *John P. Carney*  
Date: *March 7, 1997*

**APPROVED:**

**INTERIM FINANCE COMMITTEE**

By: *John J. Regio*  
Date: *March 20, 1997*

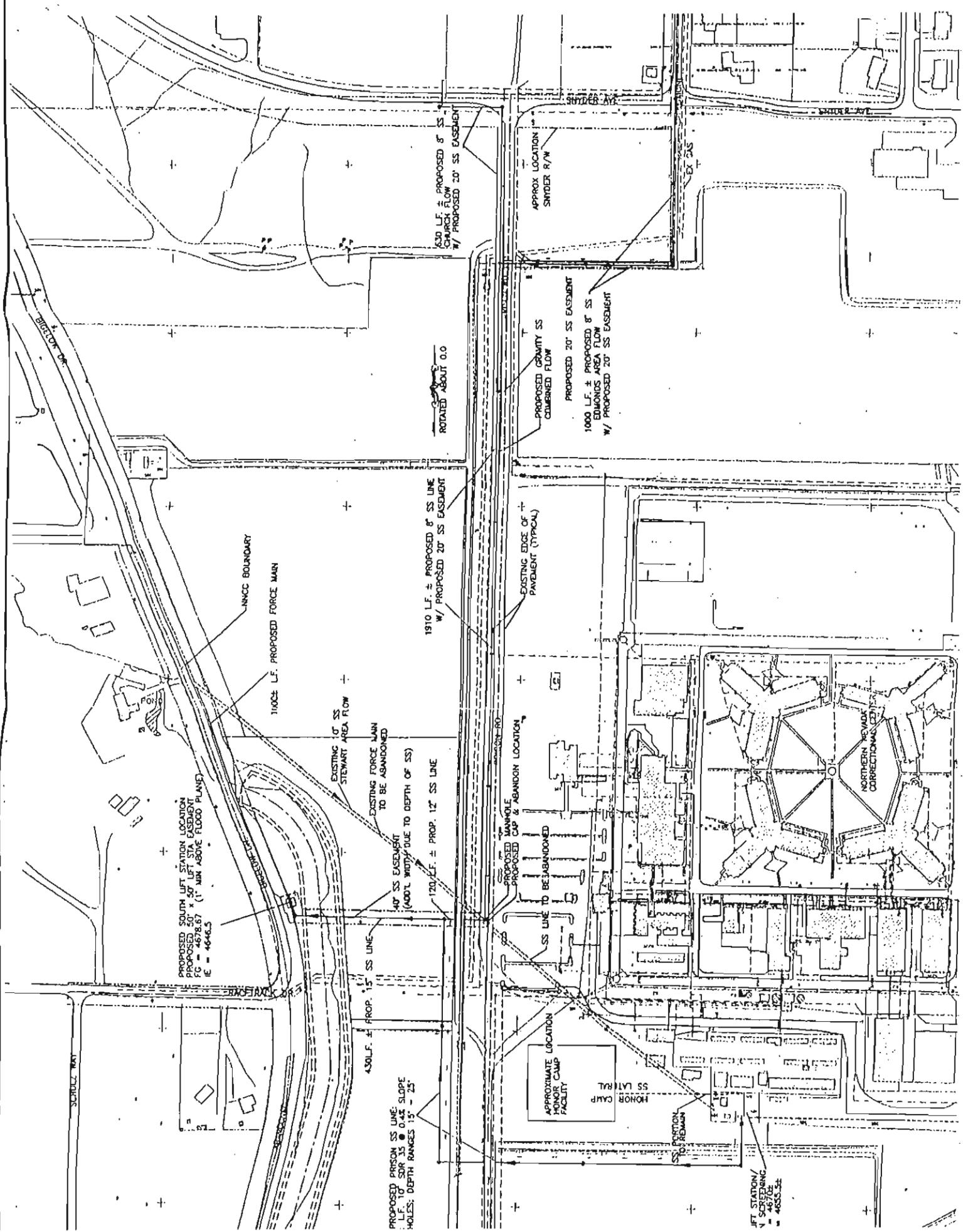


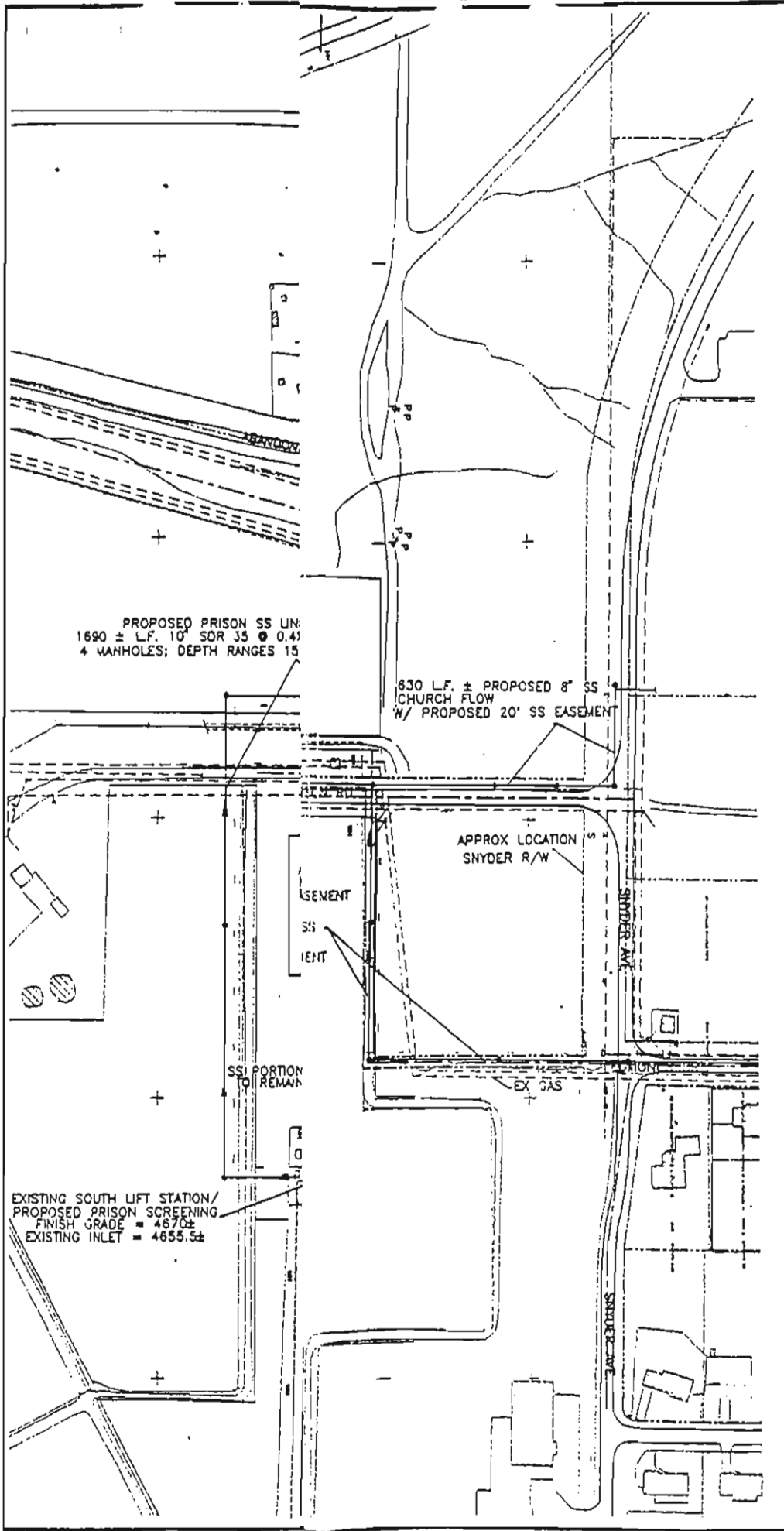
REV.	DATE	DESCRIPTION
02/28/88	02/28/88	REV. S.S. ALIGNMENTS
01/15/88	01/15/88	REV. S.S. ALIGNMENTS

S.E. CITY UTILITIES  
N SEWER EXTENSION  
WITH LIFT STATION LOCATION  
SS EASEMENTS AND S.S. ALIGNMENTS

SCALE  
VERT. 1/8" = 1'-0"  
HORIZ. 1/4" = 1'-0"

CITY UTILITIES  
PARTMENT  
DESIGNED BY: D.M.  
DRAWN BY: D.M.





PROPOSED PRISON SS LN:  
 1690 ± L.F. 10" SOR 35 @ 0.4%  
 4 MANHOLES; DEPTH RANGES 15'

830 L.F. ± PROPOSED 8" SS  
 CHURCH FLOW  
 W/ PROPOSED 20' SS EASEMENT

APPROX LOCATION  
 SNYDER R/W

EASEMENT  
 SS  
 EASEMENT

SS PORTION  
 TO REMAIN

EXISTING SOUTH LIFT STATION/  
 PROPOSED PRISON SCREENING  
 FINISH GRADE = 4670±  
 EXISTING INLET = 4655.5±

DESIGNED BY: D.M.  
 DRAWN BY: D.M.  
 CHECKED BY: J.A.  
 DATE: 11/21/90

CARSON CITY UTILITIES  
 DEPARTMENT  
 3500 BUTTE WAY CARSON CITY, NEVADA  
 89701 PH: 887-2340

SCALE  
 HORIZ. MTS  
 VERT. N/A  
 DRAWING NAME  
 "30421117.DWG"

S.E. CARSON SEWER EXTENSION  
 PROPOSED SOUTH LIFT STATION LOCATION  
 SS EASEMENTS AND SS ALIGNMENTS  
 NORTHERN NEVADA CORRECTIONAL CENTER

REV.	DATE	DESCRIPTION	BY	APP'D
1	8/12/90	NEW L.S. LOCATION	DM	DM
1	8/12/90	NEW SS ALIGNMENTS	DM	DM

SHEET  
 1  
 OF  
 1

FILED FOR RECORD  
AT THE REQUEST OF  
State of Nevada  
'97 MAR 24 AIO:04

Division  
of  
State  
Lands

200-154

FILE NO. \_\_\_\_\_  
ALAN GLENN  
CALIFORNIA STATE ARCHIVES  
MC RB