

item # 4-2

City of Carson City Agenda Report

Date Submitted: 12/09/08

Agenda Date Requested: 12/18/08

Time Requested: Consent

To: Mayor and Supervisors

From: Assessor's Office

Subject Title: Action to approve the removal of taxes for parcel numbers 007-061-99 and 007-071-99 (located along Kings Canyon Rd.) from the 2008/09 Real Property Tax Roll per NRS 361.157 and NRS. 361.060 in the amount of \$ 10.41.

Staff Summary: The properties located along Kings Canyon Rd., (APN's 007-061-99 and 007-071-99), are no longer being leased to a "for profit" entity. These parcels are owned by Carson City, a Consolidated Municipality and are tax exempt per NRS 361.060. The Assessor's office is asking that the taxes be removed from the 2008/09 Real Property Tax Roll. The lease agreement with Joost Land & Cattle Co., Inc was automatically terminated at the expiration of the lease on February 6, 2008.

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 the removal of taxes for parcel numbers 007-061-99 and 007-071-99 (located along Kings Canyon Rd.) from the 2008/09 Real Property Tax Roll per NRS 361.157 and NRS. 361.060 in the amount of \$ 10.41.

Explanation for Recommended Board Action: The properties located along Kings Canyon Rd., (APN's 007-061-99 and 007-071-99), are no longer being leased to a "for profit" entity. These parcels are owned by Carson City, a Consolidated Municipality and are tax exempt per NRS 361.060. The Assessor's office is asking that the taxes be removed from the 2008/09 Real Property Tax Roll. The lease agreement with Joost Land & Cattle Co., Inc was automatically terminated at the expiration of the lease on February 6, 2008.

Parcel Number	Tax Year	Tax District	Amount Billed	Amount to remove from Roll	Amount paid to date	Amount to refund	Amount to remain on Roll & due
007-061-99	2008/09	2.5	\$ 10.15	\$ 10.15	\$ 0	\$ 0	\$ 0
007-071-99	2008/09	2.5	\$.26	\$.26	\$ 0	\$ 0	\$ 0
TOTAL			\$10.41	\$ 10.41	\$ 0	\$ 0	\$ 0

Applicable Statue, Code, Policy, Rule or Regulation: NRS 361.157 & NRS 361.060.

Fiscal Impact: A decrease of \$ 10.41 from the Real Property Tax Roll for the 2008/09 fiscal year.

Explanation of Impact: Reduction of the Real Property Tax Roll.

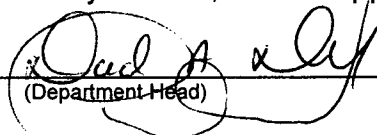
Funding Source: Various Tax Entities.

Alternatives: Approve, Modify, or Deny.

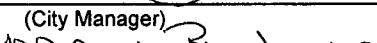
Supporting Material: Board of Supervisors 2/6/03 Agenda.

Prepared By: Kimberly Adams, Senior Appraiser

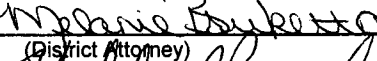
Reviewed By:


(Department Head)

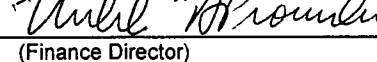
Date: 12/5/08


(City Manager)

Date: 12/8/08


(District Attorney)

Date: 12-9-08


(Finance Director)

Date: 12-9-08

Board Action Taken:

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

(Vote Recorded By)

**City of Carson City
Request for Board Action**

Date Submitted: January 28, 2003 **Agenda Date Requested:** February 6, 2003

To: Mayor and Supervisors

From: Purchasing & Contracts

Time Requested: Consent Agenda

Subject Title: ACTION TO APPROVE RESOLUTION NO. 2003-R-_____
DECLARING CARSON CITY'S INTENTION TO LEASE PROPERTY
IN KINGS CANYON FOR GRAZING PURPOSES AND REQUEST
FOR BIDS THROUGH THE PROCESS DETAILED IN NEVADA
REVISED STATUTES CHAPTER 244 (FILE 0203-090)

Type of Action Requested: (check One)

☒ Resolution ☐ Ordinance
☐ Formal Action/Motion ☐ Other (Specify)

Does this action require a Business Impact Statement: () Yes (X) No

Recommended Board Action: I move to approve Resolution No. 2003-R-_____ declaring Carson City's intention to lease property in Kings Canyon for grazing purposes and requests for bids through the process detailed in Nevada Revised Statutes chapter 244 (File 0203-090).

Discussion:

Pursuant to Nevada Revised Statute 244.283 "Lease of Real Property of county; notice; bids.", the Board of Supervisors shall proceed in the following manner:

- 1) The Board must determine that the lease of this real property for grazing purposes is necessary or desirable and that the lease is not be in contravention of any condition in a gift or devise of real property.
- 2) Adopt a resolution declaring its intention to lease the property. The resolution must:
 - (a) Describe the property proposed to be leased in such a manner as to identify it.
 - (b) Specify the minimum rental, and the terms upon which it will be leased.
 - (c) Fix a time, not less than 3 weeks thereafter, for a public meeting of the board to be held at its regular place of meeting, at which sealed proposals to lease will be received and considered.

**City of Carson City
Board of Supervisors**

3) Notice of the adoption of the resolution and of the time and place of holding the meeting must be given by:

(a) Posting copies of the resolution in three public places in the county not less than 15 days before the date of the meeting; and

(b) Publishing the resolution not less than once a week for 2 successive weeks before the meeting in a newspaper of general circulation published in the county.

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: None know to this writer.

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By: _____ Date: _____

Concurrence: _____ Date: _____

Concurrence: _____ Date: _____

Concurrence: _____ Date: _____

Board Action Taken:

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

(Vote Recorded By)

RESOLUTION NO. 2003-R-_____

A RESOLUTION DECLARING CARSON CITY'S INTENTION TO LEASE A PORTION OF KINGS CANYON PROPERTY FOR GRAZING PURPOSES AND REQUEST FOR BIDS THROUGH THE PROCESS DETAILED IN NEVADA REVISED STATUTES CHAPTER 244.

WHEREAS, the Carson City Board of Supervisors hereby determines that the lease of this real property belonging to Carson City is desirable and/or necessary; and

WHEREAS, the Board hereby determines that the lease of this real property is not in contravention of any conditions or restrictions in the deed of this real property.

NOW, THEREFORE, THE BOARD HEREBY RESOLVES to lease this real property more particularly described as follows:

The leased premises shall be those portions of sections 13, 14, and 23 in township 15 North, Range 19 East, M.D.B. & M., otherwise known as the Carson Water Company property located in Kings Canyon, Carson City, Nevada. Excluding the areas of the reservoir, water treatment plant and water tank.

Also excluding a parcel of land lying within the SE¼ of Section 14, Township 15 North, Range 19 East, M.D.B. & M and more commonly described from a point commencing at the South ¼ corner of said Section 14. Thence proceeding N81°17'00"W along the South line of Section 14 a distance of 1,943.17 ft. to a point on the West line of said West boundary. Thence N14° 49'48"E 254.96 ft. to the true point of Beginning. Thence N14°49'48"E 806.72 ft. to the NW corner of said parcel, thence N90°00'00"E 400 ft. to the NE corner of said parcel, thence S14° 49'49"W 839 ft. to the SE corner of said parcel, Thence S90°00'00"W 400 ft. to the true point of ending. Said parcel contains 7.5 acres.

THE BOARD FURTHER RESOLVES that the minimum price for bids will be Two Thousand Five Hundred Dollars (\$2,500.00) per year or an equivalent amount of water rights calculated to be in the amount of 48 acre-feet per year.

THE BOARD FURTHER RESOLVES that the following are the terms upon which the real property will be leased.

The term of the lease shall be for a period of five (5) years, commencing on the date of execution of the lease.

The lease is only for the purpose of grazing livestock with a total number of livestock to be grazed at any one time being forty (40) cattle.

LESSEE agrees to maintain and/or construct where required a perimeter fence sufficient to retain such livestock; said fence to be at least a three-strand barbed wire fence.

LESSEE agrees to control noxious weeds, mow the unpalatable grass, and clean the leased premises of discarded fence wire and other trash and debris.

Under the terms of the lease, the LESSEE will pay a minimum of \$2,500.00 for each year of the lease to LESSOR. Payments shall be made to Carson City and delivered to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701. The first lease payment shall be paid within fifteen (15) days of the date of execution of the lease, with subsequent annual payments to be paid within fifteen (15) days of the anniversary of the execution of the lease.

OR

Under the terms of the lease, the LESSEE shall provide the City with 48 acre-feet per year of water rights.

LESSEE shall provide water for its stock. LESSOR will not provide water for stock.

LESSEE agrees to have and maintain a policy of comprehensive general liability insurance covering the leased premises in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per person, THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) aggregate and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) aggregate property damage. LESSEE agrees to have Carson City named as an additional insured, and to furnish Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701 with a copy of said policy or policies. Said policy or policies shall state that they may not be canceled unless and until thirty (30) days written notice is given to LESSOR.

LESSOR reserves the right to cancel and terminate the lease at any time by giving LESSEE thirty (30) days notice in writing of said termination.

If LESSOR terminates the Lease before the end of the fifth year, the LESSOR shall reimburse the LESSEE on a prorated basis the cost of the initial fence repair, control of noxious weeds, and trash and debris clean-up costs.

LESSEE shall not transfer, sublet or assign this lease or any property on the premises, nor shall Lessee grant any interest or privilege whatsoever in connection with this lease, without the prior written consent of LESSOR.

It is understood that the property is hereby leased without any representation or warranty by LESSOR to make any alterations, repairs, or additions thereto.

LESSOR shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the property, or for damages to the property or injuries to the person of the Lessee, or his officers, agents, servants, or employees. To the fullest extent permitted by law, LESSEE shall indemnify, hold harmless and defend, not excluding the LESSOR'S right to participate, the LESSOR from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of LESSEE, its officers, employees and agents.

THE BOARD FURTHER RESOLVES that it shall hold a meeting on March 6, 2003 at which time the sealed lease proposals will be received and considered.

Sealed lease proposals must be submitted to Carson City Purchasing and Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701 on or before 2:00 p.m. on March 5, 2003.

All sealed lease proposals which have been received shall be opened, examined and declared in the public session on March 6, 2003 by the Board. The highest proposal which conforms to all terms and conditions of the resolution of intention to lease and which is made by a responsible bidder shall be accepted by the Board unless a higher oral bid is accepted or the Board rejects all bids.

After the opening of sealed proposals, the Mayor of the Board shall call for oral proposals. If, upon the call for oral bidding, any responsible person offers to lease the property upon the terms and conditions specified in the resolution, for a rental exceeding by at least 5 percent the highest written proposal, then the highest oral bid which is made by a responsible person must be finally accepted.

A person may not make an oral bid unless, at least 5 days before March 6, 2003, he submits a written notice of intent to make an oral bid and a statement establishing his financial responsibility to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701.

The final acceptance by the Board may be made either at the March 6, 2003 session or at any adjourned session of the March 6, 2003 meeting held within the 10 days next following.

The Board may, either at the March 6, 2003 session or at any adjourned session of the March 6, 2003 meeting held within the 10 days next following, if it deems such action to be for the best public interest, reject any and all bids, either written or oral, and withdraw the property from lease.

All money received from this lease shall be deposited forthwith with the county treasurer to be credited to the City's general fund.

Finally, the Board resolves that this sealed bid/oral bid procedure shall be properly noticed and conducted in accordance with Nevada Revised Statutes Chapter 244.

A copy of this Resolution shall be available for review by all interested parties at the following locations:

Clerk-Recorder's Office, 885 E. Musser Street, Carson City, NV
Community Center, 851 E. William Street, Carson City, NV
Executive Offices, 201 North Carson Street Suite 2, Carson City, NV
Ormsby Public Library, 900 N. Roop Street, Carson City, NV
Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV

ADOPTED this 6th day of February, 2003.

AYES: Supervisors

NAYES: Supervisors

ABSENT: Supervisors

RAY MASAYKO, Mayor

ATTEST:

ALAN GLOVER, Clerk/Recorder

LEASE AGREEMENT NO. 0203-090

THIS LEASE is made and entered into this 6th day of March, 2003 by and between CARSON CITY a consolidated municipality of the State of Nevada (hereinafter LESSOR) and _____, (hereinafter LESSEE).

WHEREAS, the Carson City Board of Supervisors has determined that the lease of the below described real property belonging to Carson City is desirable and/or necessary;

The leased premises shall be those portions of sections 13, 14, and 23 in township 15 North, Range 19 East, M.D.B. & M., otherwise known as the Carson Water Company property located in Kings Canyon, Carson City, Nevada. Excluding the areas of the reservoir, water treatment plant and water tank.

Also excluding a parcel of land lying within the SE¼ of Section 14, Township 15 North, Range 19 East, M.D.B. & M and more commonly described from a point commencing at the South ¼ corner of said Section 14. Thence proceeding N81°17'00"W along the South line of Section 14 a distance of 1,943.17 ft. to a point on the West line of said West boundary. Thence N14° 49'48"E 254.96 ft. to the true point of Beginning. Thence N14°49'48"E 806.72 ft. to the NW corner of said parcel, thence N90°00'00"E 400 ft. to the NE corner of said parcel, thence S14° 49'49"W 839 ft. to the SE corner of said parcel, Thence S90°00'00"W 400 ft. to the true point of ending. Said parcel contains 7.5 acres.

NOW, THEREFORE, CARSON CITY (LESSOR) AND _____ (LESSEE) hereby mutually agree, promise and covenant that:

1. The accepted bid is _____ (\$_____) per year or _____ of acre-feet of water per year.
2. The term of the lease shall be for a period of five (5) years, commencing on the date of execution of this lease.
3. The lease is only for the purpose of grazing livestock with a total number of livestock to be grazed at any one time being forty (40) cattle.
4. LESSEE agrees to maintain and/or construct where required a perimeter fence sufficient to retain such livestock; said fence to be at least a three-strand barbed wire fence.
5. LESSEE agrees to control noxious weeds, mow the unpalatable grass, and clean the leased premises of discarded fence wire and other trash and debris.