

**City of Carson City
Agenda Report**

Date Submitted: March 27, 2012

Agenda Date Requested: April 5, 2012

Time Requested: Consent

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: For possible action to authorize the Mayor or his designee to execute a joint use agreement with the State of Nevada to provide for public access and parking for Fire Station No. 1. (Juan F. Guzman)

Staff Summary: This action is for the Board of Supervisors to authorize the execution of a joint use agreement for 10 years with the State of Nevada Division of State Lands in order to provide public access and adequate parking at Fire Station No. 1.

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 authorize the Mayor or his designee to execute a joint use agreement with the State of Nevada to provide for public access and parking for Fire Station No. 1.

Explanation for Recommended Board Action: The agreement provides for the use of existing parking outside the legal Fire Station No. 1 parcel. There is no fee to be paid to the State; however, Carson City will agree to maintain and operate the facilities pursuant to the agreement. The agreement is for 10 years with a 10-year renewal option.

Applicable Statue, Code, Policy, Rule or Regulation:

Fiscal Impact: Minimal

Explanation of Impact: There is no fee for this joint use agreement. There is a requirement for maintenance of the area subject to the agreement which will continue to be a responsibility of Carson City.

Funding Source: None

Alternatives:

- 1) No to approve the agreement
- 2) Request amendments to the agreement

Supporting Material:

- 1) Cover letter from the State of Nevada, Division of State Lands
- 2) Joint Use Agreement

Prepared By: For Ron Moellendorf Date: 3/27/12
Juan F. Guzman, Open Space Manager

Reviewed By: Ron Moellendorf Date: 3/27/12
Roger Moellendorf, Parks & Recreation Director

For Thibault Aboukhait Date: 3/27/12
Lawrence A. Werner, City Manager

Randy Allen Date: 3/27/12
District Attorney's Office

Nancy Paulsa Date: 3/27/12
Finance Department

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay

2: _____

(Vote Recorded By)

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 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

March 12, 2012

Larry Werner, City Manager
City Hall
201 North Carson Street, Suite 2
Carson City, Nevada 89701

RECEIVED
MAR 14 2012
CARSON CITY
EXECUTIVE OFFICES

Dear Larry:

As we have discussed, the agreement between the State and City for the continued occupancy and use of State lands adjacent to Fire Station #1 for parking expired in 2002 and was never renewed. The agreement was necessitated because the City lacked the sufficient land to provide the required parking spaces for employees and visitors to the then new Fire Station.

Enclosed for the City's execution is the original and duplicate original of a new Agreement between the State and City for the continued occupancy and use of the State land adjacent to and on the north and south sides the Fire Station. This Agreement continues to allow for sufficient parking for the Fire Station and provide additional public parking spaces. The operation and maintenance of the entire lot is the responsibility of the City. Please note that the Agreement has an initial term of ten (10) years with a ten (10) year renewal option, if the City requests it at least 90 days prior to the first expiration date.

After Mayor Crowell executes both copies, please return them to me for execution by Jim Lawrence. After all signatures are obtained, I will return one copy to you for your records. Please feel free to call me at 775-684-2733 or by e-mail at dmarrow@lands.nv.gov if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Marlow".

DAVID MARLOW
Supervisory Land Agent

Enclosure



CFS-1, DGM, Project #4181, Interest #13273
County: Carson City
A.P.N.: 04-022-001

DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

JOINT USE AGREEMENT
STATE OF NEVADA, DIVISION OF STATE LANDS
AND
CARSON CITY, NEVADA
Parking adjacent to Carson City Fire Station #1

This Agreement made by and between the State of Nevada, Division of State Lands (the "STATE") and Carson City, a consolidated municipality (the "CITY").

WHEREAS, the STATE is the owner of all that certain real property in Carson City, Nevada, adjacent to the CITY's Fire Station #1, (APN 04-022-001) and

WHEREAS, the CITY and STATE entered into a Joint Use Agreement Dated September 17, 1992 to allow the CITY to construct and maintain the required parking for Fire Station #1 and provide public access and parking,

WHEREAS, that Joint Use Agreement expired on September 21, 2002, and

WHEREAS, the CITY did not request an extension of the Joint Use Agreement and continues to occupy and use the State owned lands adjacent to the CITY's Fire Station #1 for parking, and

WHEREAS, the CITY desires to continue to utilize the State Lands for the parking required by the Carson City Municipal Code (CCMC) and the STATE desires to maintain public access and parking for the adjacent State land,

NOW, THEREFORE, it is agreed as follows:

1. The STATE and the CITY agree to jointly use a portion of the State's land surrounding the CITY's Fire Station #1 for public access and public parking. No restrictions on said use of the STATE's land will be created except by the mutual consent of the parties or as provided in paragraph 3 of this agreement.

2. The portion of the STATE's land surrounding the CITY's Fire Station #1 to be used for public access and public parking is within 300 feet of the CITY's Fire Station #1 as shown on Exhibit "A" attached hereto and incorporated into this agreement by this reference. That land is large enough to provide at least 28 parking spaces, and is to be used to provide access to the CITY's Fire Station #1 and to fulfill the parking requirements relating to the use of the CITY's Fire Station #1 as fire station, fire museum, and fire department administration building or such other use as the state may approve in the future.

3. The operation and maintenance of any parking lot and improvements on the STATE's Parcel is the duty and responsibility of the CITY. It is understood and agreed that the STATE may in the future relocate all or portions of the access and parking, but in no event will access to the CITY's Fire Station #1 be interrupted, nor will fewer than 28 parking spaces be provided for the CITY on the STATE's land, nor will those 28 parking spaces be relocated to a point beyond 300 feet from the subject parcel, unless CCMC may in the future allow some variation from these parking requirements.

4. The CITY, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors agrees to indemnify, defend and hold harmless the STATE and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions or use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the installation and maintenance of the parking facility. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification.

5. The STATE will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

6. This Agreement has a term of ten (10) years, starting on the date this Agreement is executed by the State and may at the conclusion of that term be extended for an additional ten (10) year term by renegotiation by the parties hereto. Any request for extension must be submitted by the CITY to the STATE at least 90 days prior to the expiration date and the STATE will not unreasonably withhold its consent to the extension. This agreement may be terminated or amended by mutual consent of the parties hereto.

7. This agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the days shown below.

STATE OF NEVADA

By _____
JAMES R. LAWRENCE
Administrator and Ex-Officio
State Lands Registrar

Date

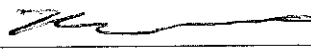
STATE OF NEVADA)
 :SS.
CARSON CITY)

On _____, 2012, 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 document.

NOTARY PUBLIC

APPROVED as to Form:

CATHERINE CORTEZ MASTO
Attorney General

By  _____
KEVIN BENSON
Deputy Attorney General

Date: 3-7-12

CARSON CITY, A CONSOLIDATED MUNICIPALITY:

By _____
ROBERT CROWELL
Mayor

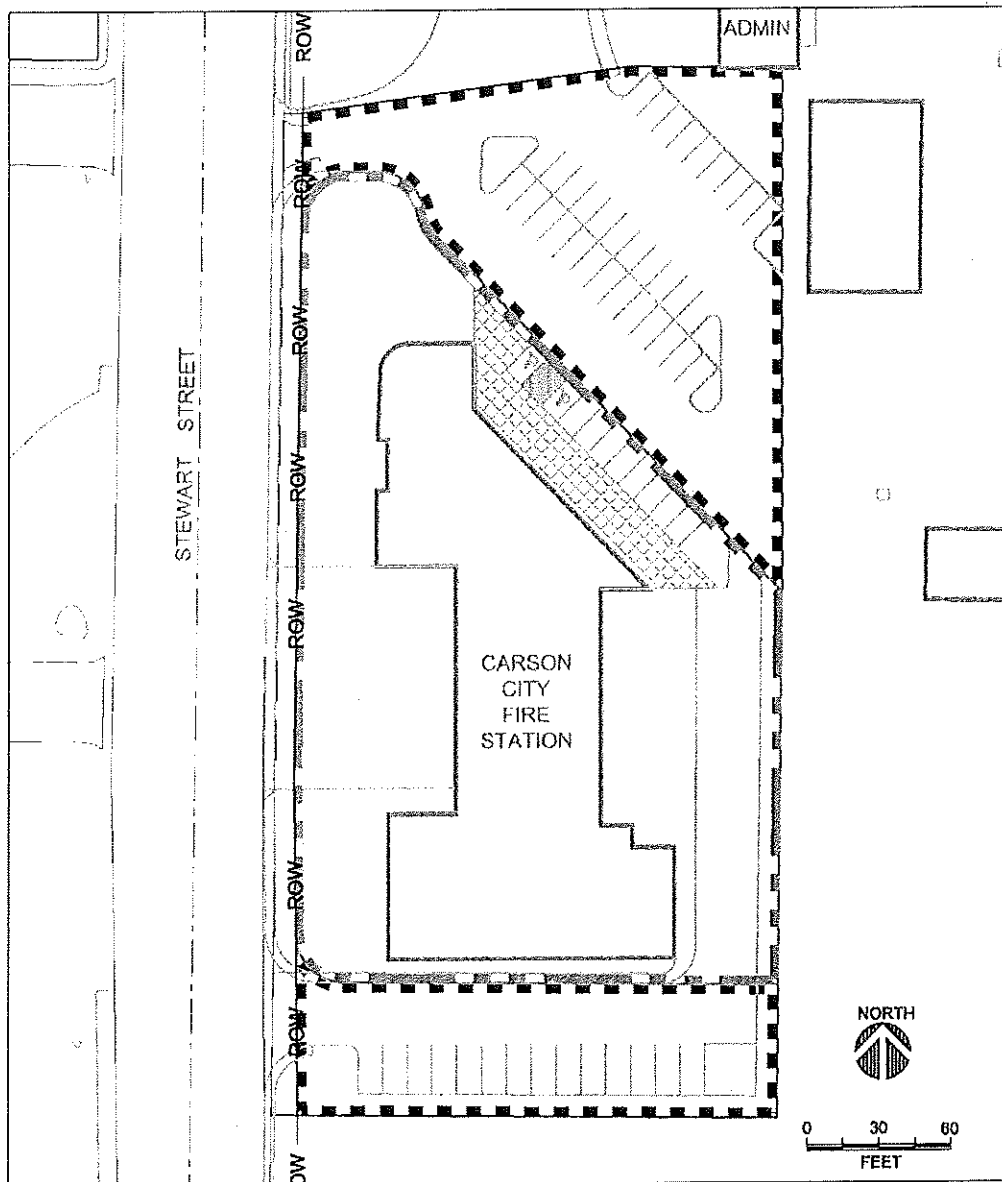
Date

ATTEST:

ALAN GLOVER
City Clerk

APPROVED as to Form:

NEIL A. ROMBARDO
District Attorney



CARSON CITY PARCEL BOUNDARY
004-022-02



JOINT USE AGREEMENT
PARKING AREA BOUNDARY

**JOINT USE AGREEMENT
PARKING AREA
FORMER STATE CHILDREN'S
HOME SITE**

SEC 17, T15N, R 20 E
CARSON CITY, NV

EXHIBIT A