

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: November 4, 2013

Agenda Date Requested: November 21, 2013

Time Requested: 5 minutes

To: Mayor and Supervisors

From: Public Works

Subject Title: For Possible Action: To adopt Resolution No. _____ and approve an interlocal agreement between Carson City and the Carson City School District for the purpose of granting necessary easements to allow construction of street and pedestrian improvements on East 5th Street. (Robert Fellows)

Staff Summary: Carson City and the Carson City School District wish to enter into an interlocal agreement to allow the construction of street and pedestrian facilities. The Carson City School District is willing to grant no cost easements to allow the construction of the Safe Route to School, Hells Bells Pedestrian Improvement Project.

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 adopt Resolution No. _____ and approve interlocal agreement between Carson City and the Carson City School District for the purpose of providing necessary easements to allow construction of the Safe Route to School, Hells Bells Pedestrian Improvement Project.

Explanation for Recommended Board Action: Carson City has secured Safe Route to School grant funds through the Nevada Department of Transportation to construct street and pedestrian improvements on Hells Bells Road and East 5th Street. To allow the facilities to be constructed, easements are necessary from the Carson City School District. The easements are at no cost to the city.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.180

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: Do not adopt the resolution which would result in not constructing the project.

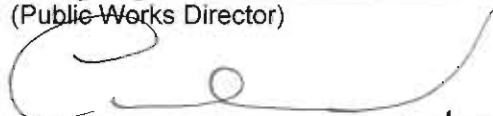
Supporting Material: Resolution, Agreement and Easement Deed

Prepared By: Robert Fellows, Senior Project Manager

Reviewed By:


(Public Works Director)

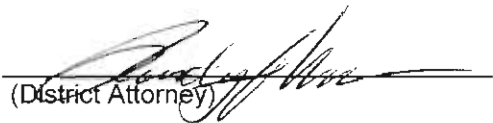
Date: 11-12-13


(City Manager)

Date: 11/12/13


(Finance Director)

Date: 11/12/13


(District Attorney)

Date: 11/12/13

Board Action Taken:

Motion: _____

	Aye/Nay
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____

(Vote Recorded By)

RESOLUTION NO. _____

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 PROVIDING A PROPERTY EASEMENT AT THE EAGLE VALLEY MIDDLE SCHOOL, 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 277.090 permits local governments to make the most efficient use of their powers by enabling them to cooperate with other local governments on a basis of mutual advantage; and

WHEREAS, the CITY desires to obtain certain easements from the DISTRICT to widen the sidewalk along East 5th Street as part of the Safe Routes to School, Hells Bells Road pedestrian Project and associated improvements; and

WHEREAS, the DISTRICT desires to have the sidewalk widened for the benefit of its students; and

WHEREAS, the CITY and the DISTRICT acknowledge that a widened sidewalk would be mutually beneficial to both agencies.

NOW, THEREFORE, BE IT RESOLVED, that the terms and conditions of the Interlocal Agreement, for the purpose of providing and conveying easements at Eagle Valley Middle School is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement, for the purpose of providing and conveying easements at Eagle Valley Middle School, 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.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed
and adopted this _____th day of _____, 2013 by the following vote.

VOTE: 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 GRANTING EASEMENTS FOR A SAFE ROUTE TO SCHOOL
PROJECT**

This Agreement made and entered into the _____ day of _____, 2013, 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, the CITY desires to obtain certain easements from the DISTRICT to construct sidewalk and associated improvements along DISTRICT property along East 5th Street; and

WHEREAS, the widened sidewalk will provide a safer environment for children to walk to and from the Eagle Valley Middle School; and

WHEREAS, the CITY and the DISTRICT acknowledge that a widened sidewalk would mutually benefit 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 construct and maintain sidewalk and associated improvements on the South side of East 5th Street from the corner of Carson River Road east to the first driveway at Eagle Valley Middle School.

ARTICLE II – DISTRICT AGREES

1. To provide to the CITY a Temporary Construction Easement, (35 feet wide by 494 feet long) along the northerly side of DISTRICT property APN 010-035-27 as described on Exhibit "A" and as further depicted on Exhibit "B".

2. To convey to the CITY a Permanent Pedestrian and Drainage Public Easement along the northerly side of DISTRICT property APN 010-035-27 as described on Exhibit "C" and as further depicted on Exhibit "D".

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 December 17, 2013, 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: Robert Fellows
Carson City Public Works
3505 Butti Way
Carson City, Nevada 89706
Phone: (775) 283-7370
Fax: (775) 887-2164
E-mail: rfellows@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

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.

CARSON CITY SCHOOL DISTRICT

STATE OF NEVADA)
) SS.
CARSON CITY)

NOTARY PUBLIC

REVIEWED AND RECOMMENDED BY:

APPROVED FOR LEGALITY AND FORM:

3

ROBERT CROWELL, Mayor *Date*

ATTEST:

ALAN GLOVER, Clerk-Recorder *Date*

EXHIBIT "A"



Land Information Solutions

TRI STATE SURVEYING, LTD.

425 E. Long Street
Carson City, Nevada 89706
Telephone (775) 887-9911 ♦ FAX (775) 887-9915
Toll Free: 1-800-411-3752

JN 10209.11.CM

Parcel A

Legal Description to Support a Dedication of A Temporary Construction Easement for Construction of the East Fifth Street Pedestrian Improvements on APN 010-035-27

A temporary construction easement located within the Southwest 1/4 of the Southeast 1/4 of Section 15, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada; being more particularly described as:

COMMENCING at the centerline intersection of East Fifth Street and Geode Court (now Regent Court) as shown on the Official Plat Map of Riverview Terrace, recorded on May 10, 1979 in Book 3 of Maps, Page 742 in the Official Records of Carson City, Nevada as File Number 87816;

THENCE South $00^{\circ} 17' 23''$ West, 40.00 ft., to a point on the South right of way line of East Fifth Street, also being the POINT OF BEGINNING;

THENCE from the POINT OF BEGINNING, departing said right of way, South $00^{\circ} 17' 23''$ West, 35.00 feet;

THENCE North $89^{\circ} 42' 37''$ West, 476.62 feet;

THENCE South $46^{\circ} 38' 19''$ West, 27.61 feet to a point on the east right of way line of Carson River Road;

THENCE along said right of way line, North $2^{\circ} 59' 16''$ East, 54.12 feet to a point on the above-mentioned South right of way line of East Fifth Street;

THENCE along said right of way line, South $89^{\circ} 42' 37''$ East, 494.05 feet to the POINT OF BEGINNING.

Contains 17,503 square feet, more or less.

Basis of Bearing: South $89^{\circ} 42' 37''$ East, being the bearing of the centerline of East Fifth Street between Alfalfa Road (now Hells Bells Road) and Geode Court (now Regent Court) as shown on the above-mentioned Official Plat Map of Riverview Terrace.

Prepared by Tri State Surveying, Ltd.

Charles Ken Iwamura, PLS
Nevada Certificate No. 12991

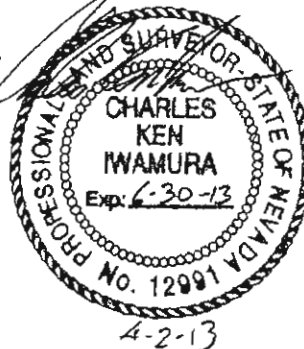
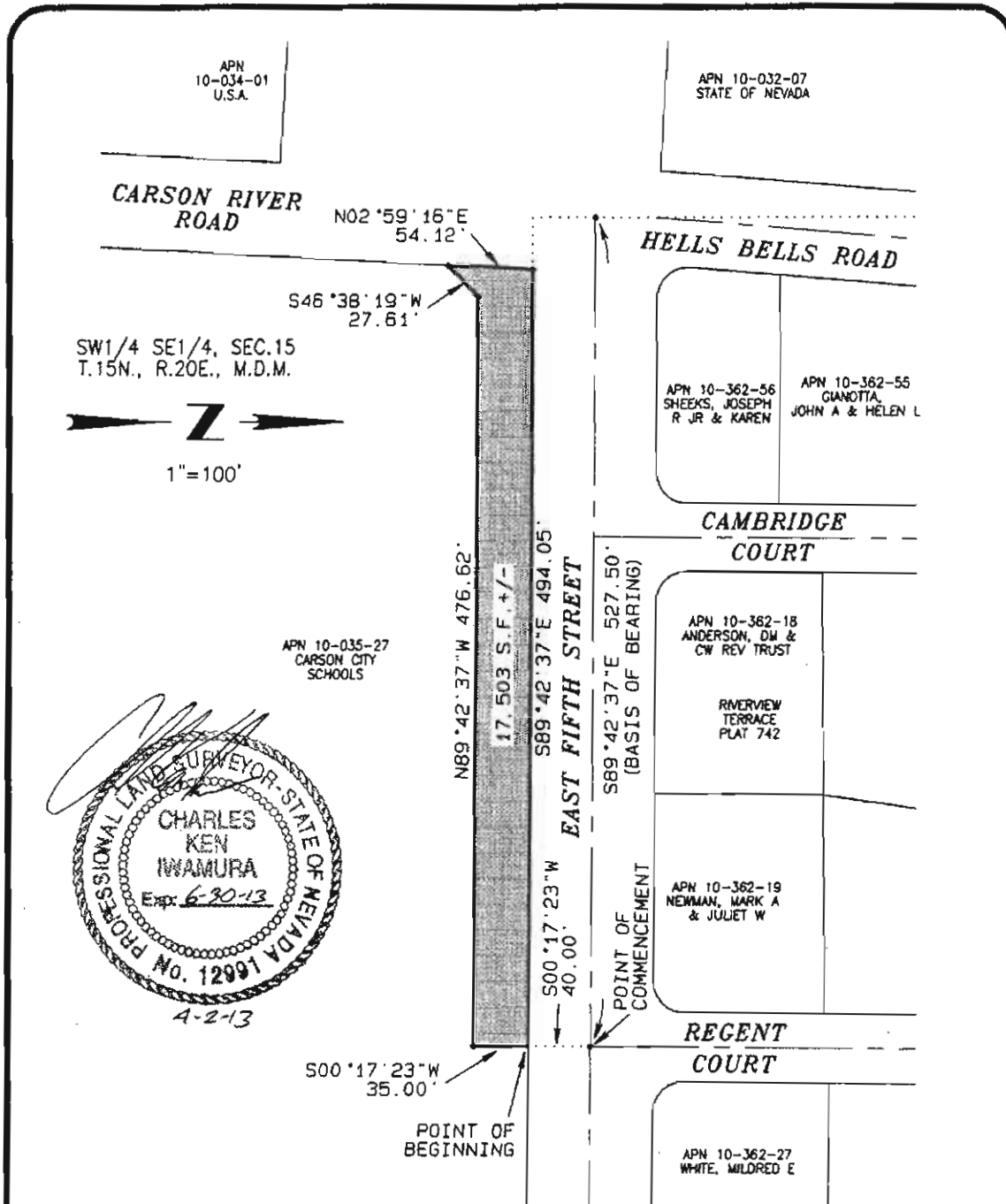


EXHIBIT "B"



**TEMPORARY CONSTRUCTION
EASEMENT
PARCEL A
EAST FIFTH STREET
PEDESTRIAN IMPROVEMENTS**



TRI STATE SURVEYING, LTD

425 E. Long Street
Carson City, Nevada 89706
(775) 887-9911

* FAX: (775) 887-9915

Land Information Solutions

JN 10209.11.CM

EXHIBIT "C"



Land Information Solutions

TRI STATE SURVEYING, LTD.

425 E. Long Street
Carson City, Nevada 89706
Telephone (775) 887-9911 ♦ FAX (775) 887-9915
Toll Free: 1-800-411-3752

JN 10209.11.CM

PARCEL B

Legal Description to Support a Dedication of a Permanent Easement to Construct Pedestrian and Drainage Improvements on APN 010-035-27

A permanent easement located within the Southwest 1/4 of the Southeast 1/4 of Section 15, Township 15 North, Range 20 East, M.D.M., Carson City, Nevada; being more particularly described as:

COMMENCING at the centerline intersection of East Fifth Street and Geode Court (now Regent Court) as shown on the Official Plat Map of Riverview Terrace, recorded on May 10, 1979 in Book 3 of Maps, Page 742 in the Official Records of Carson City, Nevada as File Number 87816.

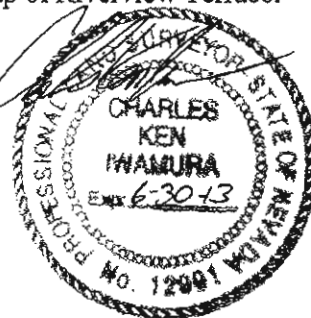
THENCE South $00^{\circ} 17' 23''$ West, 40.00 ft., to a point on the South right of way line of East Fifth Street, also being the POINT OF BEGINNING;
THENCE from the POINT OF BEGINNING, departing said right of way line, South $00^{\circ} 17' 23''$ West, 5.00 feet;
THENCE North $89^{\circ} 42' 37''$ West, 475.21 feet;
THENCE South $46^{\circ} 38' 19''$ West, 27.61 feet to a point on the East right of way line of Carson River Road;
THENCE along said right of way line, North $2^{\circ} 59' 16''$ East, 24.09 feet to a point on the above-mentioned South right of way line of East Fifth Street;
THENCE along said right of way line, South $89^{\circ} 42' 37''$ East, 494.05 feet to the POINT OF BEGINNING.

Contains 2653 square feet, more or less.

Basis of Bearing: South $89^{\circ} 42' 37''$ East, being the bearing of the centerline of East Fifth Street between Alfalfa Road (now Hells Bells Road) and Geode Court (now Regent Court) as shown on the above-mentioned Official Plat Map of Riverview Terrace.

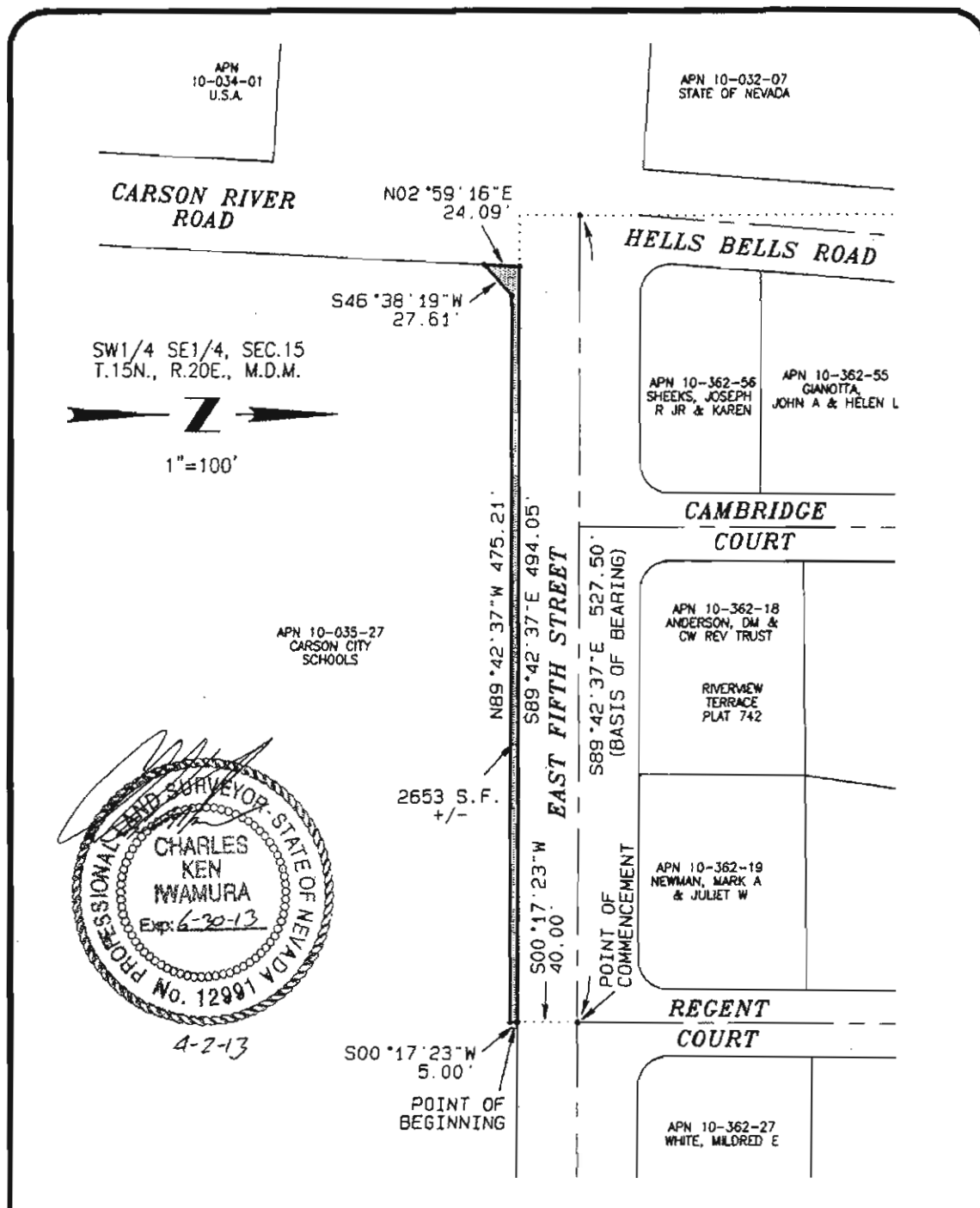
Prepared by Tri State Surveying, Ltd.

Charles Ken Iwamura, PLS
Nevada Certificate No. 12991



4-2-13

EXHIBIT "D"



**PERMANENT EASEMENT
PARCEL B
EAST FIFTH STREET
PEDESTRIAN IMPROVEMENTS**



TRI STATE SURVEYING, LTD
425 E. Long Street
Carson City, Nevada 89706
(775) 887-9911
* FAX: (775) 887-9915

Land Information Solutions

JN 10209.11.CM

APN 010-035-27

AFTER RECORDING RETURN TO:
DARREN SCHULZ
CARSON CITY PUBLIC WORKS
3505 BUTTI WAY
CARSON CITY, NV 89701-3498

EASEMENT DEED

THIS DEED, made this _____ day of _____, 2013, between the CARSON CITY SCHOOL DISTRICT, formerly known as the Ormsby County School District, a political subdivision of the State of Nevada, hereinafter called GRANTOR, and the CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY, hereinafter called CITY,

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the CITY and to its assigns forever, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, and as more particularly set forth in that certain Interlocal Agreement between the parties for a Safe Route to School Project of same as date herewith, a permanent pedestrian and drainage easement for public purposes upon, over and across certain real property to the CITY; said easement is shown and more fully described as Parcel B in Exhibits 1 and 2, attached hereto and made a part hereof:

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; with the exception of any and all reservations as are previously hereinabove expressly excepted from this conveyance.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said CITY and to any heirs, successors and assigns forever.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

By: _____
Richard W. Stokes, Superintendent (Date)

[illegible]

NOTARY PUBLIC

Darren Schulz, P.E. Date
Acting City Engineer

Carson City District Attorney _____ Date _____

ALAN GLOVER, Clerk-Recorder Date

EXHIBIT 1

TRI STATE SURVEYING, LTD.



Land Information Solutions

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Carson City, Nevada 89706
Telephone (775) 887-9911 ♦ FAX (775) 887-9915
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JN 10209.11.CM

PARCEL B

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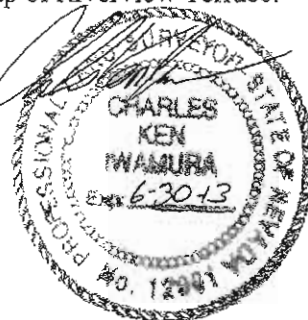
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Prepared by Tri State Surveying, Ltd.

Charles Ken Iwamura, PLS
Nevada Certificate No. 12991



4-2-13

EXHIBIT 2

