

Item #4-5C

**City of Carson City
Agenda Report**

Date Submitted: 01/23/07

Agenda Date Requested: 02/01/07

Time Requested: Consent

To: Mayor and Supervisors

From: Development Services

Subject Title: Action to rescind and cancel Ordinance #1992-45, a Water Line Reimbursement Agreement between Carson City and El Camino Development Company regarding property assessor's parcel numbers 009-311-28 and 009-311-33 located at Caballeros Acres I and II, Carson City, Nevada; which benefitted the owners of APNs: 009-311-15 at 1351 Track Drive, 009-311-41 at 1733 Track Drive, 009-311-42 at 1777 Track Drive, 009-311-06 formerly at 6450 Bigelow Drive and now 6750 Saddlehorn Road, 009-311-34 at 6400 Bigelow Drive, 009-311-04 at 6515 Bigelow Drive, Carson City, Nevada; and authorize the Mayor to sign the Cancellation.

Staff Summary: Staff is requesting that the Board of Supervisors approve the cancellation of the Water Line Reimbursement Agreement between Carson City and El Camino Development Company.

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 rescind and cancel Ordinance #1992-45, a Water Line Reimbursement Agreement between Carson City and El Camino Development Company regarding property assessor's parcel numbers 009-311-28 and 009-311-33 located at Caballeros Acres I and II, Carson City, Nevada; which benefitted the owners of APNs: 009-311-15 at 1351 Track Drive, 009-311-41 at 1733 Track Drive, 009-311-42 at 1777 Track Drive, 009-311-06 formerly at 6450 Bigelow Drive and now 6750 Saddlehorn Road, 009-311-34 at 6400 Bigelow Drive, 009-311-04 at 6515 Bigelow Drive, Carson City, Nevada; and authorize the Mayor to sign the Cancellation.

Explanation for recommended Board Action: The requirements set forth in the Water Line Reimbursement Agreement no longer apply and will not be pursued at this time. This Agreement became null and void on August 31, 2002 which was ten (10) years from the date of Board approval; therefore, we will record the Waterline Reimbursement Agreement Release and Cancellation to void the original Water Line Reimbursement Agreement.

Applicable Status, Code, Policy, Rule or Regulation: Section 12.01.210, of the Carson City Municipal Code.

Fiscal Impact: None

Funding Source: N/A

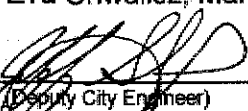
Explanation of Impact: N/A

Alternatives: None

Supporting Materials: Recorded Water Line Reimbursement Agreement, Ordinance #1992-45 and Waterline Reimbursement Agreement Release and Cancellation

Prepared By: Eva Chwalisz, Management Assistant

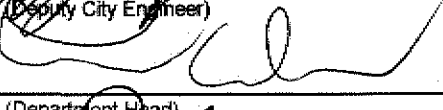
Reviewed By:


(Deputy City Engineer)

Date:

1/22/07

Concurrences:


(Department Head)

Date:

1/22/07


(City Manager)

Date:

1-23-07


(District Attorney)

Date:

1-23-07

Board Action Taken:

Motion:

1)

Aye/Nay

2)

(Vote Recorded By)

**WATERLINE REIMBURSEMENT AGREEMENT
RELEASE AND CANCELLATION**

PROJECT: Water Line Reimbursement Agreement between Carson City and El Camino Development Company regarding property assessor's parcel numbers 009-311-28 and 009-311-33 located at Caballeros Acres I and II, Carson City, Nevada; which benefitted the owners of APNs: 009-311-15 at 1351 Track Drive, 009-311-41 at 1733 Track Drive, 009-311-42 at 1777 Track Drive, 009-311-06 formerly at 6450 Bigelow Drive and now 6750 Saddlehorn Road, 009-311-34 at 6400 Bigelow Drive, 009-311-04 at 6515 Bigelow Drive, Carson City, Nevada.

RECORDING INFORMATION: Recorded #133364, August 31, 1992

This document confirms that all of the requirements set forth in Water Line Reimbursement Agreement no longer apply and will not be pursued at this time. This Agreement became null and void on August 31, 2002, which was ten (10) years from the date of Board Supervisors approval. There has been no reimbursement from owners benefitted by this Agreement within the ten (10) year period. CURRENT OWNER is no longer eligible to receive reimbursement.

Accordingly, the CITY hereby approves the above-referenced Water Line Reimbursement Agreement for release. Both the CITY and the CURRENT OWNER or the heirs, executors, administrators, successors and assigns consent to the cancellation of the Water Line Reimbursement Agreement. In addition, the CITY and the CURRENT OWNER or the heirs, executors, administrators, successors and assigns agree that this release and cancellation shall be recorded in Carson City Clerk Recorder Office.

CITY:

APPROVED AS TO FORM:

Marv Teixeira, Mayor

District Attorney's Office

ATTEST:

Alan Glover, Clerk/Recorder

ORDINANCE NO. 1992-45

BILL NO. 145

AN ORDINANCE APPROVING A WATER LINE REIMBURSEMENT
AGREEMENT BETWEEN CARSON CITY AND EL CAMINO
DEVELOPMENT COMPANY REGARDING ASSESSOR'S PARCEL
NOS. 9-311-28 & 9-311-33, LOCATED AT CABALLEROS
ACRES I AND II, CARSON CITY, NEVADA, FOR WATER
LINE CONSTRUCTION.

Fiscal effect:

THE CARSON CITY BOARD OF SUPERVISORS DOES HEREBY ORDAIN:

SECTION I:

WHEREAS, Carson City desires to enter into a water line
reimbursement agreement with El Camino Development Company concerning
the water main installation adjacent to land known as Assessor's
Parcel Nos. 9-311-28 and 9-311-33, located at Caballeros Acres I and
II, Carson City, Nevada, and

WHEREAS, Carson City Board of Supervisors finds that the
contents of the water line reimbursement agreement conform with
Carson City Municipal Code (CCMC) 17.21.020 and Nevada Revised
Statute (NRS) 278.0201; and

WHEREAS, the Board of Supervisors finds that the provisions of
the water line reimbursement agreement are consistent with Carson
City's Master Plan.

NOW, THEREFORE, the Board of Supervisors hereby approves by
ordinance a water line reimbursement agreement between Carson City
and El Camino Development Fund for Assessor's Parcel Nos. 9-311-28
& 9-111-33, located at Caballeros Acres I and II, Carson City.

1 Nevada, said agreement being attached and incorporated herein as
2 Exhibit "A".

3 The Board of Supervisors further directs that the City Clerk
4 shall cause a certified copy of this ordinance and the original water
5 line reimbursement agreement to be filed with the Carson City
6 Recorder.

7
8 PROPOSED this 6th day of August, 1992

9 PROPOSED by Supervisor Tom Tatro

10 PASSED on the 20th day of August, 1992

11
12 VOTE: AYES: Greg Smith

13 Tom Fetic

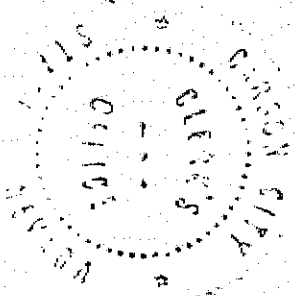
14 Tom Tatro

15 Kay Bennett

16 Marv Teixeira, Mayor

17 NAYES: None

18 ABSENT: None

19
20
21 
22 Marv Teixeira
23 MARV TEIXEIRA, Mayor

24 ATTEST:

25 Kiyoshi Nishikawa
26 KIYOSHI NISHIKAWA, Clerk/Recorder

27
28 This ordinance shall be in force and effect from and after the
29 31st day of August, 1992.

EXHIBIT "A"

DEVELOPMENT AGREEMENT

Assessor's Parcel Nos. 9-311-28 & 9-311-33

Caballeros Acres I & II

Carson City, Nevada

THIS AGREEMENT, dated this 20th day of August, 1992, between EL CAMINO DEVELOPMENT COMPANY, hereinafter referred to as "APPLICANT", and CARSON CITY, NEVADA, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, APPLICANT desires to construct a new water line main to the site; and

WHEREAS, APPLICANT is front-ending such water line improvements which will benefit owners of Assessor's Parcel Number (APN) 9-311-15 at 1351 Track Drive to the extent of 36.53%, Assessor's Parcel Number 9-311-41 at 1733 Track Drive to the extent of 1.85%, Assessor's Parcel Number 9-311-42 at 1777 Track Drive to the extent of 2.01%, Assessor's Parcel Number 9-311-06 at 6450 Bigelow Drive to the extent of 2.57%, Assessor's Parcel Number 9-311-34 at 6400 Bigelow Drive to the extent of 2.33%, and Assessor's Parcel Number 9-311-04 at 6515 Bigelow Drive to the extent of 4.85%, required reimbursement to APPLICANT upon connection to the extended water line; and

WHEREAS, the CCMC, Section 12.01.210, places the following requirements upon the APPLICANT:

12.01.210 Main Extensions.

1. General Requirements. Water main lines shall be extended by

1 the applicant from the City's existing system to the proposed place
2 of water use if:

3 A. Adequate fire protection can only be provided by
4 connection to the City system, in the judgement of the City; or

5 B. The proposed place of use is an industrial or commercial
6 type of development that is within four hundred feet of the existing
7 water system; or

8 C. The proposed place(s) of residential use is (are) within
9 the following distance(s) from the existing water system:

10 (1) If development is within four hundred feet of an
11 existing water line; or

12 (2) If development contains over ten units and is
13 within one thousand feet of an existing water line.

14 2. Location. Wherever possible, the line shall be located in
15 public rights-of-way and as directed by the City. Where it is not
16 possible to locate the line in a public right-of-way, the applicant
17 shall provide all necessary easements for the proper operation and
18 maintenance of the line. The location and dimensions of such
19 easements shall be as determined by the City.

20 3. Size. The size of the line shall be as determined by the
21 City, but in no case shall the line be less than that necessary to
22 provide adequate fire protection for the property being served. At
23 the option of the City, the applicant may be required to have his
24 proposal analyzed to determine system capability to provide such fire
25 protection. Any costs for such analysis shall be borne by the
26 applicant. In any case, the minimum water main size shall be no less
27 than six inches in diameter.

28 4. System Capability. Where an analysis of the system shows

1 that existing portions of the system are not capable of providing
2 adequate flow or storage, the applicant may be required to correct
3 the deficiencies as part of the main line extension.

4 5. Participation. The applicant shall be responsible for the
5 construction of the water line system (or the water line system
6 costs) along any of the property sides or frontages of the property
7 along which a water line is needed for the overall completeness and
8 continuity of the City's water main system. The applicant shall also
9 be responsible for the necessary and required system of water lines
10 within the interior of the tract of land.

11 The applicant shall construct all needed water lines (of
12 approved sizes) within and along all sides or frontages of any piece
13 of property prior to final approval of the development and/or the
14 issuance of any certificate of occupancy. "Phased" construction of
15 the water line system may also be specifically allowed if provided
16 for in a development agreement between the applicant and the City.
17 In lieu of actually constructing said required water line system, the
18 applicant shall obtain a bond in a form acceptable to the City to
19 fully cover one hundred and fifty percent of the estimated cost of
20 the water line system. The applicant may also present a cash
21 deposit, Letter of Credit, or similar method of financing the costs,
22 but in that event the estimated costs shall be based upon one hundred
23 fifty percent of City's cost of construction which would include
24 statutorily required wage rates.

25 Whenever an applicant is required to construct a water line from
26 the applicant's respective property to the nearest water line outside
27 of the applicant's respective property, and where, in the opinion of
28 the Public Works Director it is necessary that a water line be

1 constructed of a larger size than the minimum size needed to serve
2 such property and that such extended water line will be or can be
3 used in the transmission of water from adjacent properties, the
4 Public Works Director shall require the applicant to construct the
5 larger size water line in accordance with the plans and
6 specifications as submitted and approved by the Director. Should the
7 City require an oversized water line, the City will reimburse the
8 applicant for the costs of the additional water line size as long as
9 said line is greater than eight inches in diameter, as set forth in
10 water line extension agreement or a development agreement.

11 When the City agrees to pay for an increase in water line size,
12 at least three (3) proposals, signed and prepared by a contractor,
13 shall be required which show the comparable cost of the incremental
14 increase requested by the City. The City shall select the proposal
15 most beneficial to it. In no event shall City pay more than the
16 lowest proposal presented.

17 6. Extension. If the applicant must extend the water line
18 system through another's property or along the frontages of various
19 intermediate property owners, and if said properties are not
20 currently served by the City's water system, then said intermediate
21 and benefitting property owners shall be responsible when development
22 commences or connection is made for a pro rata share of the costs of
23 the water line extension.

24 When the applicant is required to extend a water line, he shall
25 "front-end" the entire cost of the water line construction and shall
26 be responsible for the actual construction of said water line. Any
27 owners of properties to be served by the extended water line will
28 thereafter be responsible for reimbursing the first property owner

1 for a pro rata share of the costs of the water line system at the
2 time said subsequent owners begin to plat, parcel, develop or build
3 upon their parcels.

4 The pro rata shares for the applicant and all subsequent owners
5 benefitted by the extended water line shall be determined prior to
6 the City entering into the reimbursement agreement. The City shall
7 collect a fifteen percent administrative fee from the applicant who
8 front-ended the water line construction upon reimbursement.

9 In no event shall any owners of property to be served by such
10 extended water lines be permitted to connect thereto without first
11 paying to the applicant or the City the pro rata share of the costs
12 described above as well as all other fees required by the City.

13 7. Any facilities installed pursuant to this section become the
14 property of the City upon inspection and approval of the City.

15 8. In the event that provisions of this chapter required the
16 owner to extend the city water main, then the owner shall extend the
17 main along the entire frontage of his parcel unless it is found by
18 the Director to be physically improper to do so.

19 NOW, THEREFORE, the parties to this Agreement, in consideration
20 of the provisions herein contained and other good and valuable
21 consideration, do hereby agree as follows:

22 1. APPLICANT shall install all required water line
23 improvements at this time from the existing CITY water line on
24 Bigelow Drive at Engineer's Station 24+60 to Engineer's Station -
25 1+11 on Race Track Road and to Engineer's Station 14+50 on Schulz Way
26 with all the construction costs front-ended by the APPLICANT.

27 2. APPLICANT agrees to totally front-end the cost of the water
28 line improvements and in no case pay less than 49.86% of the final

1 invoice after receiving reimbursements, plus upon the first
2 reimbursement from subsequent owners benefitting from the water line
3 extension pay to the CITY 15% administrative fee based on the
4 APPLICANT's share of the final invoice total.

5 3. APPLICANT agrees that if no reimbursement has occurred
6 within a ten year period following the date of this Agreement, said
7 Agreement shall become null and void thereafter.

8 4. Reimbursement Assessment Schedule:

9 Total Approved Project Costs to be Prorated = \$93,275.00

10	11	Percent of Total	Reimbursement	15% Admin.
	<u>Parcel Number</u>	<u>Cost Assessment*</u>	<u>to Applicant</u>	<u>Fee to City</u>
12	9-311-28 Applicant	18.36		
13	9-311-33 Applicant	31.50		
14	9-311-15	36.53	\$34,073.36	\$5,111.00
15	9-311-41	1.85	1,725.59	258.84
16	9-311-42	2.01	1,874.83	281.22
17	9-311-06	2.57	2,397.17	359.57
18	9-311-34	2.33	2,173.31	326.00
19	9-311-04	4.85	4,523.84	678.58
20			<u>TOTAL CITY FEES = \$7,015.21</u>	

21 * Based on prorated share of benefitting land area.

22
23 Each subsequent owner benefitted by the water line shall pay the
24 amount in the Reimbursement and 15% columns above to the CITY. CITY
25 will then deduct the amount in the 15% column for its administrative
26 fee and will pay the remainder to the APPLICANTS.

27 5. This Agreement shall bind the heirs, executors,
28 administrators, successors, and assigns of the respective parties.

29 \

30 \

31 \

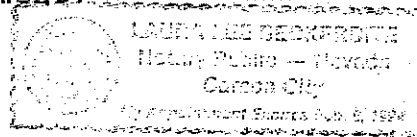
1 IN WITNESS WHEREOF, the parties hereto have caused their
2 Agreement to be executed as of the day and year first above written.

4 BUILDER:

5 Edward Jennings
6 Edward Jennings, President
7 EL CAMINO DEVELOPMENT COMPANY

8
9 On the 28th day of July, 1992, personally
10 appeared before me a Notary Public, Edward Jennings
11 to me that he executed the within document, James-Hensley, who acknowledged

12 Laura Lee Beckwith
13 NOTARY PUBLIC



14
15 CARSON CITY:

16 BY: Marv Teixeira
17 MARV TEIXEIRA, Mayor
18

19 ATTEST:

20 Kiyoshi Nishikawa
21 KIYOSHI NISHIKAWA, Clerk-Recorder
22

23 APPROVED AS TO FORM:

24 Michael T. Sgl
25 Deputy District Attorney

APPROVED:

26 BY: Dorothy A. Timian-Palmer
27 DOROTHY A. TIMIAN-PALMER
28 UTILITY DIRECTOR

29 APPROVED AS TO FINANCIAL IMPACT:

30 Mary C. Walker
31 MARY C. WALKER, Finance Director
32
33
34

APPROVED:

Daniel K. O'Brien
DANIEL K. O'BRIEN
Public Works Director

CARSON CITY PUBLIC WORKS DEPARTMENT

TITLE: WATER LINE REIMBURSEMENT AGREEMENT
FOR EL CAMINO DEVELOPMENT COMPANY

DIRECTOR: Daniel K. O'Brien

DRAWN BY: R.E. Kronenberg

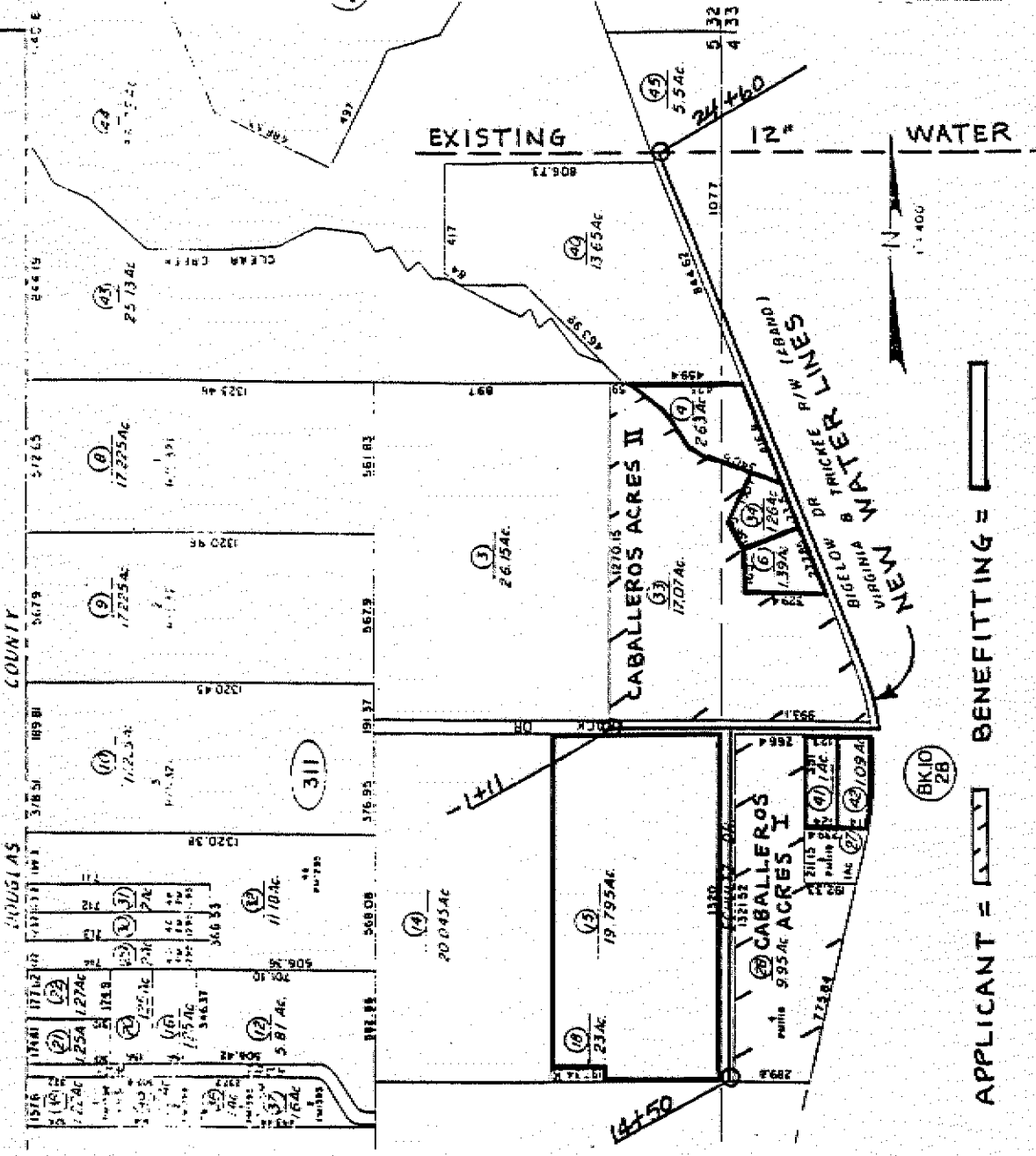
DATE: July 2, 1992

SCALE: N.T.S.

SHEET: 100F 10

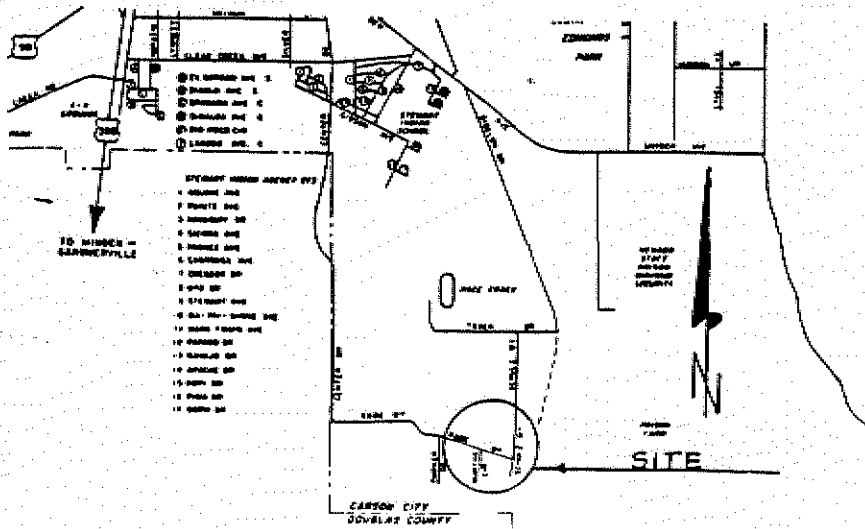
E1/2 SEC. 5 T.14N., R.20E.

ON CITY
APPROXES
ILITY
CY OF



APPLICANT = BENEFITTING =

BK 10
2B



CARSON CITY
DOUGLAS COUNTY