

Nem #4-SC

**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

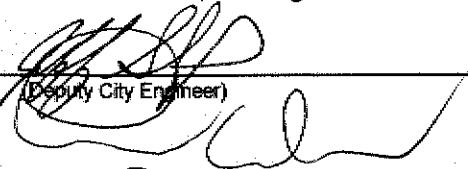
**Funding Source:** N/A

**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) 2) Aye/Nay

(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:**

Marv Teixeira, Mayor

**APPROVED AS TO FORM:**

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:

10

11 THE CARSON CITY BOARD OF SUPERVISORS DOES HEREBY ORDAIN:

## 12 SECTION I:

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

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

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

25 NOW, THEREFORE, the Board of Supervisors hereby approves by  
26 ordinance a water line reimbursement agreement between Carson City  
27 and El Camino Development Fund for Assessor's Parcel Nos. 9-311-28  
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 Fettic

14 Tom Tatro

15 Kay Bennett

16 Mary Teixeira, Mayor

17 NAYES: None

18 ABSENT: None

19

20

21

22

23

24 ATTEST:

25 Kiyo 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.

1 EXHIBIT "A"

2 DEVELOPMENT AGREEMENT

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

4 Caballeros Acres I & II

5 Carson City, Nevada

6

7 THIS AGREEMENT, dated this 30th day of August,

8 1992, between EL CAMINO DEVELOPMENT COMPANY, hereinafter referred to

9 as "APPLICANT", and CARSON CITY, NEVADA, a municipal corporation,

10 hereinafter referred to as "CITY".

11 WITNESSETH:

12 WHEREAS, APPLICANT desires to construct a new water line main

13 to the site; and

14 WHEREAS, APPLICANT is front-ending such water line improvements

15 which will benefit owners of Assessor's Parcel Number (APN) 9-311-

16 15 at 1351 Track Drive to the extent of 36.53%, Assessor's Parcel

17 Number 9-311-41 at 1733 Track Drive to the extent of 1.85%,

18 Assessor's Parcel Number 9-311-42 at 1777 Track Drive to the extent

19 of 2.01%, Assessor's Parcel Number 9-311-06 at 6450 Bigelow Drive to

20 the extent of 2.57%, Assessor's Parcel Number 9-311-34 at 6400

21 Bigelow Drive to the extent of 2.33%, and Assessor's Parcel Number

22 9-311-04 at 6515 Bigelow Drive to the extent of 4.85%, required

23 reimbursement to APPLICANT upon connection to the extended water

24 line; and

25 WHEREAS, the CCMC, Section 12.01.210, places the following

26 requirements upon the APPLICANT:

27 12.01.210 Main Extensions.

28 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 Parcel Number	Reimbursement Cost Assessment*	15% Admin. to Applicant	Fee to City
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</u>	= \$7,015.21

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.

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30 \

31 \

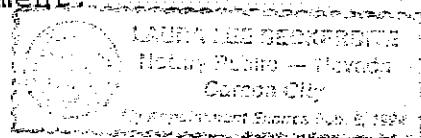
1 IN WITNESS WHEREOF, the parties hereto have caused their  
2 Agreement to be executed as of the day and year first above written.  
3  
4

BUILDER:

Edward Jennings  
Edward Jennings, President  
EL CAMINO DEVELOPMENT COMPANY

9 On the 28<sup>th</sup> day of July, 1992, personally  
10 appeared before me a Notary Public, James Hensley, who acknowledged  
11 to me that he executed the within document.

12 James H. Hensley  
13 \* NOTARY PUBLIC



CARSON CITY:

BY: Marv Teixeira  
MARV TEIXEIRA, Mayor

19 ATTEST:

20 Kiyoshi Nishikawa  
21 KIYOSHI NISHIKAWA, Clerk-Recorder

23 APPROVED AS TO FORM:

24 Michael T. S.  
25 Deputy District Attorney

APPROVED:

BY: Dorothy A. Timian  
DOROTHY A. TIMIAN-PALMER  
UTILITY DIRECTOR

27 APPROVED AS TO FINANCIAL IMPACT:

28 Mary C. Walker  
29 MARY C. WALKER, Finance Director

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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 1: N.T.S.  
SHEET 100 OF 10

E 1/2 SFC 5 T.14 N. R. 20 E.

