

Num # 4-3

City of Carson City  
Agenda Report

Date Submitted: 02/20/07

Agenda Date Requested: 03/01/07

Time Requested: Consent

To: Mayor and Supervisors  
From: Development Services

**Subject Title:** Action to rescind and cancel Ordinance #1992-63, a Water Line Reimbursement Agreement between Carson City and Iron Mountain Acquisition Company regarding Assessor's Parcel Number 009-215-02, located at Shadow Valley Subdivision Phase I, Carson City, Nevada; which benefitted the owners of APNs: 009-214-04 at 1070 E. Roland Street; 009-214-02 at 1079 E. Appion Way; 009-186-12 at 1060 E. Appion Way; 009-186-05 at 1079 E. Overland Street; 009-184-10 at 1070 E. Overland Street; 009-185-13 at 4433 Bigelow Drive; 009-185-14 at 4475 Bigelow Drive; formerly 009-185-06 at 4551 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 Iron Mountain Acquisition 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 #1992-63, a Water Line Reimbursement Agreement between Carson City and Iron Mountain Acquisition Company regarding Assessor's Parcel Number 009-215-02, located at Shadow Valley Subdivision Phase I, Carson City, Nevada; which benefitted the owners of APNs: 009-214-04 at 1070 E. Roland Street; 009-214-02 at 1079 E. Appion Way; 009-186-12 at 1060 E. Appion Way; 009-186-05 at 1079 E. Overland Street; 009-184-10 at 1070 E. Overland Street; 009-185-13 at 4433 Bigelow Drive; 009-185-14 at 4475 Bigelow Drive; formerly 009-185-06 at 4551 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 December 28, 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

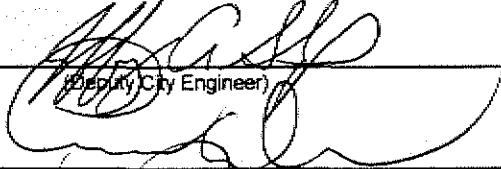
**Funding Source:** N/A

**Explanation of Impact:** N/A

**Alternatives:** None

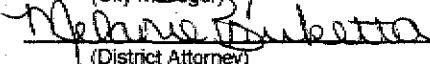
**Supporting Materials:** Recorded Water Line Reimbursement Agreement, Ordinance #1992-63 and Waterline Reimbursement Agreement Release and Cancellation.

Prepared By: Eva Chwalisz, Management Assistant

Reviewed By:   
(Deputy City Engineer) Date: 2/8/07

Concurrences:   
(Department Head) Date: 2/20/07

  
(City Manager) Date: 2/20/07

  
(District Attorney) Date: 2-20-07

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 Iron Mountain Acquisition Company regarding Assessor's Parcel Number 009-215-02, located at Shadow Valley Subdivision Phase I, Carson City, Nevada; which benefitted the owners of APNs: 009-214-04 at 1070 E. Roland Street; 009-214-02 at 1079 E. Appion Way; 009-186-12 at 1060 E. Appion Way; 009-186-05 at 1079 E. Overland Street; 009-184-10 at 1070 E. Overland Street; 009-185-13 at 4433 Bigelow Drive; 009-185-14 at 4475 Bigelow Drive; formerly 009-185-06 at 4551 Bigelow Drive, Carson City, Nevada.

**RECORDING INFORMATION:** Recorded #138154, December 28, 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 December 28, 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 OWNERS are 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

1 ORDINANCE NO. 1992-63

2 BILL NO. 164

3  
4 AN ORDINANCE APPROVING A WATER LINE REIMBURSEMENT  
5 AGREEMENT BETWEEN CARSON CITY AND IRON MOUNTAIN  
6 ACQUISITION COMPANY REGARDING ASSESSOR'S PARCEL  
7 NO. 009-215-02, LOCATED AT SHADOW VALLEY  
8 SUBDIVISION PHASE I, CARSON CITY, NEVADA, FOR  
9 WATER LINE CONSTRUCTION.

10 Fiscal effect: None

11

12 THE CARSON CITY BOARD OF SUPERVISORS DOES HEREBY ORDAIN:

13 SECTION I:

14 WHEREAS, Carson City desires to enter into a water line reim-  
15 bursement agreement with IRON MOUNTAIN ACQUISITION COMPANY concerning  
16 the development of land known as Assessor's Parcel No. 009-215-02,  
17 located at Shadow Valley Subdivision Phase I, Carson City, Nevada; and  
18 WHEREAS, Carson City Board of Supervisors finds that the contents  
19 of the water line agreement conform with Carson City Municipal Code  
20 (CCMC) 17.21.210, Paragraph 6; and

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

24 NOW, THEREFORE, the Board of Supervisors hereby approves by  
25 ordinance a water line reimbursement agreement between Carson City and  
26 Iron Mountain Acquisition Company for Assessor's Parcel No. 009-215-  
27 02, located at Shadow Valley Subdivision Phase I, Carson City, Nevada,  
28 said agreement being attached and incorporated herein as Exhibit "A".

1 The Board of Supervisors further directs that the City Clerk  
2 shall cause a certified copy of this ordinance and the original  
3 development agreement to be filed with the Carson City Recorder.  
4

5 PROPOSED this 3rd day of December, 1992

6 PROPOSED by Supervisor Tom Fettic

7 PASSED on the 17th day of December, 1992

8

9 VOTE: AYES: Greg Smith

10 Tom Tatro

11 Kay Bennett

12 Tom Fettic, Mayor Pro-Tem

13

14 NAYES: None

15 ABSENT: Marv Teixeira, Mayor

16

17

18

19

20

21

22

23 ATTEST:

24

25 *kiyoshi nishikawa*

26 *KIYOSHI NISHIKAWA, Clerk/Recorder*

27

28

29

30

This ordinance shall be in force and effect from and after  
the 28th day of December, 1992.

1 EXHIBIT "A"

2 WATER LINE REIMBURSEMENT AGREEMENT

3 Assessor's Parcel Nos. 009-215-02

4 Shadow Valley Subdivision Phase I

5 Carson City, Nevada

6

7 THIS AGREEMENT, dated this 17<sup>th</sup> day of December, 1992,

8 between IRON MOUNTAIN ACQUISITION COMPANY, hereinafter referred to as

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

10 hereinafter referred to as "CITY".

11 WITNESSETH:

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

13 the Shadow Valley Subdivision site; and

14 WHEREAS, the APPLICANT is front-ending such water line improve-

15 ments which will benefit owners of Assessor's Parcel Number 009-214-

16 04 at 1070 E. Roland Street to the extent of 2.016%, Assessor's Parcel

17 Number 009-214-02 at 1079 E. Appion Way to the extent of 2.016%,

18 Assessor's Parcel Number 009-186-12 at 1060 E. Appion Way to the

19 extent of 2.016%, Assessor's Parcel Number 009-186-05 at 1079 E.

20 Overland Street to the extent of 2.016%, and Assessor's Parcel Number

21 009-184-10 at 1070 E. Overland Street to the extent of 2.018%,

22 Assessor's Parcel Number 009-185-13 at 4433 Bigelow Drive to the

23 extent of 2.474%, Assessor's Parcel Number 009-185-14 on Bigelow Drive

24 to the extent of 2.929%, Assessor's Parcel Number 009-185-06 at 4551

25 Bigelow Drive to the extent of 43.396%, required reimbursement to

26 APPLICANT upon connection to the extended water line; and

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

3        12.01.210 Main Extensions.

4        1. General Requirements. Water main lines shall be extended by  
5 the applicant from the City's existing system to the proposed place  
6 of water use if:

7                A. Adequate fire protection can only be provided by connec-  
8 tion to the City system, in the judgement of the City; or

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

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

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

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

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

24        3. Size. The size of the line shall be as determined by the  
25 City, but in no case shall the line be less than that necessary to  
26 provide adequate fire protection for the property being served. At  
27 the option of the City, the applicant may be required to have his  
28 proposal analyzed to determine system capability to provide such fire

1 protection. Any costs for such analysis shall be borne by the appli-  
2 cant. In any case, the minimum water main size shall be no less than  
3 six inches in diameter.

4 4. System Capability. Where an analysis of the system shows that  
5 existing portions of the system are not capable of providing adequate  
6 flow or storage, the applicant may be required to correct the defi-  
7 ciencies as part of the main line extension.

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

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

1        Whenever an applicant is required to construct a water line from  
2 the applicant's respective property to the nearest water line outside  
3 of the applicant's respective property, and where, in the opinion of  
4 the Public Works Director it is necessary that a water line be con-  
5 structed of a larger size than the minimum size needed to serve such  
6 property and that such extended water line will be or can be used in  
7 the transmission of water from adjacent properties, the Public Works  
8 Director shall require the applicant to construct the larger size  
9 water line in accordance with the plans and specifications as sub-  
10 mitted and approved by the Director. Should the City require an  
11 oversized water line, the City will reimburse the applicant for the  
12 costs of the additional water line size as long as said line is  
13 greater than eight inches in diameter, as set forth in water line  
14 extension agreement or a development agreement.

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

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

1        When the applicant is required to extend a water line, he shall  
2 "front-end" the entire cost of the water line construction and shall  
3 be responsible for the actual construction of said water line. Any  
4 owners of properties to be served by the extended water line will  
5 thereafter be responsible for reimbursing the first property owner for  
6 a pro rata share of the costs of the water line system at the time  
7 said subsequent owners begin to plat, parcel, develop or build upon  
8 their parcels.

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

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

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

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

24        NOW, THEREFORE, the parties to this Agreement, in consideration  
25 of the provisions herein contained and other good and valuable consi-  
26 deration, do hereby agree as follows:

27        1. APPLICANT shall install all required water line improvements  
28 at this time from the existing CITY water line on Clearview Drive

1 along Bigelow Drive to Roland Street a distance of 1980'± with all the  
2 construction costs front-ended by the APPLICANT.

3       2. APPLICANT agrees to totally front-end the cost of the water  
4 line improvements and in no case pay less than 41.119% of the final  
5 invoice after receiving reimbursements, plus upon the first reim-  
6 bursement from subsequent owners benefitting from the water line  
7 extension pay to the CITY 15% administrative fee based on the  
8 APPLICANT's share of the final invoice total.

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

4. Reimbursement Assessment Schedule:

13 Total approved project costs to be prorated = \$35,788.00

27. \* Based on prorated share of benefitting land area

1        Each subsequent owner benefitted by the water line shall pay the  
2    amount in the Reimbursement and 15% columns above to the CITY. CITY  
3    will then deduct the amount in the 15% column for its administrative  
4    fee and will pay the remainder to the APPLICANT.

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

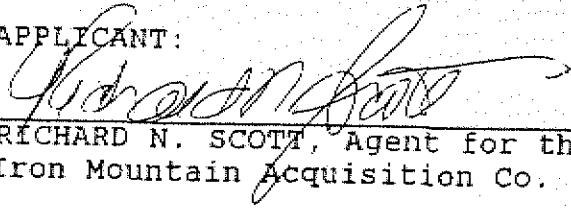
7    \  
8    \  
9    \  
10   \  
11   \  
12   \  
13   \  
14   \  
15   \  
16   \  
17   \  
18   \  
19   \  
20   \  
21   \  
22   \  
23   \  
24   \  
25   \  
26   \  
27   \  
28   \

1 IN WITNESS WHEREOF, the parties hereto have caused their  
2

3 Agreement to be executed as of the day and year first above-written.  
4

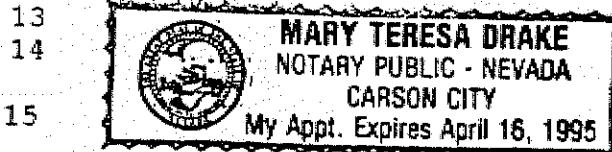
5  
6  
7  
8  
9

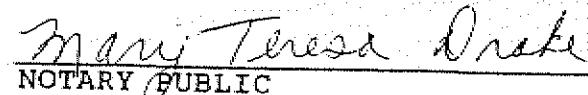
APPLICANT:

  
RICHARD N. SCOTT, Agent for the

Iron Mountain Acquisition Co.

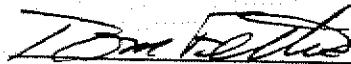
10 On the 1 day of December, 1992, personally  
11 appeared before me a Notary Public, Richard N. Scott, who acknowledged  
12 to me that he executed the within document.



  
Mary Teresa Drake

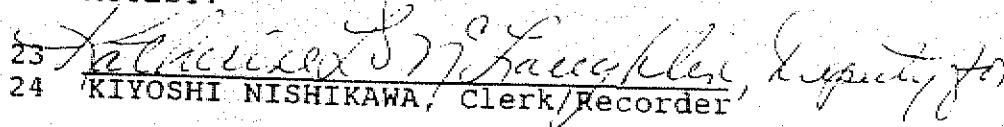
NOTARY PUBLIC

CARSON CITY:

22 BY: 

23 TOM FETTIC, MAYOR PRO-TEM

24 ATTEST:

25   
26 KIYOSHI NISHIKAWA, Clerk/Recorder

27

28 APPROVED AS TO FORM:

  
29 DEPUTY DISTRICT ATTORNEY

30

31

32

33

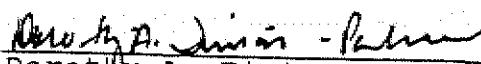
34

35

36

30 APPROVED:

31   
32 for DANIEL K. O'BRIEN  
33 Public Works Director

34   
35 Dorothy A. Timian-Palmer  
36 Utility Director

CARSON CITY PUBLIC WORKS DEPARTMENT

**TITLE:** WATER LINE REIMBURSEMENT AGREEMENT  
for IRON MOUNTAIN ACQUISITION COMPANY on  
Bigelow Drive.

**DIRECTOR:** Daniel K. O'Brien

**DRAWN BY:** R.E. Kronenberg

**SCALE N.T.S.**

**DATE:** December 6, 1992

**SHEET 11 OF 11**

