

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)

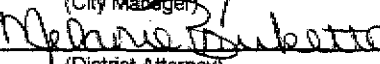
Date:

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:

APPROVED AS TO FORM:

Marv Teixeira, Mayor

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 Tom Fettic
20 Tom Fettic, Mayor Pro-Tem
21

22
23 ATTEST:
24

25 Kiyoshi Nishikawa
26 Kiyoshi Nishikawa, Clerk/Recorder
27

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

EXHIBIT "A"

WATER LINE REIMBURSEMENT AGREEMENT

Assessor's Parcel Nos. 009-215-02

Shadow Valley Subdivision Phase I

Carson City, Nevada

THIS AGREEMENT, dated this 17th day of December, 1992,
between IRON MOUNTAIN ACQUISITION COMPANY, hereinafter referred to as
"APPLICANT", and CARSON CITY, NEVADA, a municipal corporation,
hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the APPLICANT desires to construct a new water main to
the Shadow Valley Subdivision site; and

WHEREAS, the APPLICANT is front-ending such water line improve-
ments which will benefit owners of Assessor's Parcel Number 009-214-
04 at 1070 E. Roland Street to the extent of 2.016%, Assessor's Parcel
Number 009-214-02 at 1079 E. Appion Way to the extent of 2.016%,
Assessor's Parcel Number 009-186-12 at 1060 E. Appion Way to the
extent of 2.016%, Assessor's Parcel Number 009-186-05 at 1079 E.
Overland Street to the extent of 2.016%, and Assessor's Parcel Number
009-184-10 at 1070 E. Overland Street to the extent of 2.018%,
Assessor's Parcel Number 009-185-13 at 4433 Bigelow Drive to the
extent of 2.474%, Assessor's Parcel Number 009-185-14 on Bigelow Drive
to the extent of 2.929%, Assessor's Parcel Number 009-185-06 at 4551
Bigelow Drive to the extent of 43.396%, required reimbursement to
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.

12 4. Reimbursement Assessment Schedule:

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

14	15	16	17	18	19	20	21	22	23	24	25	26
	<u>Parcel Number</u>		<u>Percent of Total Cost Assessment*</u>		<u>Reimbursement to Applicant</u>		<u>15% Admin. Fee to City</u>					
	009-215-02 Applicant		41.119									
	009-214-04		2.016		\$ 721.49		\$ 108.22					
	009-214-02		2.016		721.49		108.22					
	009-186-12		2.016		721.49		108.22					
	009-186-05		2.016		721.49		108.22					
	009-184-10		2.018		722.20		108.22					
	009-185-13		2.474		885.39		132.81					
	009-185-14		2.929		1,048.23		157.23					
	009-185- 06 22		43.396		15,530.56		2,329.58					
					<u>Total City Fees =</u>		\$3,160.83					

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.

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

5 *Richard N. Scott*
6 RICHARD N. SCOTT, Agent for the
7 Iron Mountain Acquisition Co.
8
9

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.



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Mary Teresa Drake
NOTARY PUBLIC

CARSON CITY:

22 BY: *Tom Fetic*
TOM FETTIC, MAYOR PRO-TEM

23 ATTEST:

24 *Kiyoshi Nishikawa*, Deputy for
KIVOSHI NISHIKAWA, Clerk/Recorder

25
26 APPROVED AS TO FORM:

27 *Paul C. L. Smith*
28 DEPUTY DISTRICT ATTORNEY

29 APPROVED:

30 *Daniel K. O'Brien*
31 for DANIEL K. O'BRIEN
32 Public Works Director

33 *Dorothy A. Timian-Palmer*
34 Dorothy A. Timian-Palmer
35 Utility Director
36

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

DATE: December 6, 1992

SCALE: N.T.S.

SHEET: 1 OF 11

