

Item # 4-2

City of Carson City
Agenda Report

Date Submitted: June 24, 2008

Agenda Date Requested: July 3, 2008
Time Requested: Consent

To: Mayor and Supervisors

From: Development Services/Engineering Division

Subject Title: Action to approve a Waterline and Sewerline Reimbursement Agreement Between Carson City and South Carson, LLC, regarding Assessor's Parcel Numbers 009-266-03 and 009-268-02 located at 4500 South Carson Street in Carson City, Nevada; which will benefit owners of APN 009-265-02, APN 009-265-03, APN 009-267-05, APN 009-267-06, APN 009-281-01, and APN 009-282-02;

Staff Summary: Development Engineering staff is requesting that the Board of Supervisors approve this Waterline and Sewerline Reimbursement Agreement between Carson City and South Carson, LLC.

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 approve a Waterline and Sewerline Reimbursement Agreement between Carson City and South Carson, LLC, regarding Assessor's Parcel Numbers 009-266-03 and 009-268-02 located at 4500 South Carson Street in Carson City, Nevada; which will benefit owners of APN 009-265-02, APN 009-265-03, APN 009-267-05, APN 009-267-06, APN 009-281-01, and APN 009-282-02;

Explanation for Recommended Board Action: The applicant wishes to enter into an agreement under Carson City Municipal Code 12.01.210 and 12.05.050, regarding waterline and sewerline reimbursement, by front-ending the entire cost and requiring reimbursement from subsequent owners of APN 009-265-02, APN 009-265-03, APN 009-267-05, APN 009-267-06, APN 009-281-01 and APN 009-282-02, the benefitting parcels.

The applicant has installed all required waterline improvements on Cochise Street from the intersection of W. Overland Street to 150 feet (+/-) south of the intersection of W. Appion Way, a total distance of 700 feet (+/-). The applicant has installed sewerline improvements at two locations. The first location is on Cochise Street from the W. Overland Street intersection to the W. Appion Way intersection, a distance of 600 feet (+/-). The second location is adjacent to the west edge of South Carson Street along the former alignment of Junction Drive, from the intersection with W. Appion Way to a distance of 300 feet (+/-) south. Waterline and sewerline systems were extended along the frontages of intermediate properties, which are not currently served by the city's sewer system. Intermediate and benefitting property owners

shall be responsible for a pro-rata of the costs of the waterline and sewerline extensions when development commences or connection is made.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: None, except 15% administrative fee to City upon any reimbursement to applicant.

Explanation of Impact: N/A

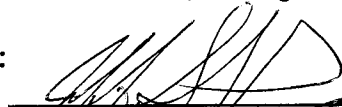
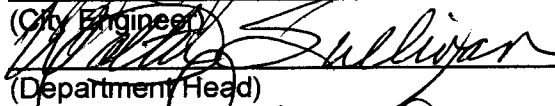



Funding Source: N/A

Alternatives: Do not approve, thus requiring applicant to fund entire cost

Supporting Material: Attached Waterline and Sewerline Reimbursement Agreement with Exhibits "A" and "B".

Prepared By: Eva Chwalisz, Management Assistant

Reviewed By:

	Date: <u>6/19/08</u>
(City Engineer)	
	Date: <u>6/23/08</u>
(Department Head)	
	Date: <u>6/24/08</u>
(City Manager)	
	Date: <u>6/24/08</u>
(District Attorney)	
	Date: <u>6/24/08</u>
(Finance)	

Board Action Taken:

Motion: _____

1) _____	Aye/Nay
2) _____	_____

(Vote Recorded By)

APN 009-265-02
APN 009-265-03
APN 009-266-03
APN 009-267-05
APN 009-267-06
APN 009-268-02
APN 009-281-01
APN 009-282-02

TITLE OF DOCUMENT: Waterline and Sewerline Reimbursement
Agreement between Carson City and South Carson, LLC

WHEN RECORDED MAIL TO:

Ed Yuill / The Ribeiro Companies

6490 S. McCarran Blvd Bldg. E

Reno, Nevada 89509

WATERLINE AND SEWERLINE REIMBURSEMENT AGREEMENT

Assessor's Parcel No. 009-266-03, 009-268-02 for 4500 S. Carson Street

Carson City, Nevada

THIS AGREEMENT, dated this _____ day of _____, 2008, between SOUTH CARSON, LLC (hereinafter referred to as "APPLICANT"), and CARSON CITY, NEVADA, a consolidated municipality (hereinafter referred to as "CITY").

Section A – WATERLINE REIMBURSEMENT

WITNESSETH:

WHEREAS, the APPLICANT has constructed a new waterline to the site; and

WHEREAS, the APPLICANT has front-ended such waterline improvements which will benefit owners of Assessor's Parcel Number (hereinafter referred to as "APN") 009-265-02, APN 009-265-03, APN 009-267-05, APN 009-267-06, and APN 009-281-01; and

WHEREAS, the Carson City Municipal Code, Section 12.01.210, places the following requirements upon the APPLICANT:

12.01.210 Main extensions.

6. Extension. If the applicant must extend the waterline system through another's property or along the frontages of various intermediate property owners, and if said properties are not currently served by the city's water system, then said intermediate and benefiting property owners shall be responsible when development commences or connection is made for a pro rata share of the costs of the waterline extension.

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

The pro rata shares for the applicant and all subsequent owners benefited by the extended waterline shall be determined prior to the city entering into the reimbursement agreement. The city shall collect a fifteen percent (15%) administrative fee from the applicant who front-ended the waterline construction upon reimbursement by deducting the fifteen percent

(15%) administrative fee from the subsequent owners pro rata share prior to reimbursement to the applicant by the city.

The reimbursement agreement shall become null and void ten (10) years from the date of board of supervisors approval.

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

The applicant shall submit three (3) bids prior to construction from qualified contractors attached to the application for reimbursement unless due to extraordinary circumstances three (3) bids are not available due to specialized construction. The bids shall be itemized and include costs for all items to be installed (i.e., pipe, valves, hydrants, manholes, etc.). Failure to provide the itemized bid will exempt the installation from reimbursement. Construction costs eligible for reimbursement are limited to engineering, contractor's bid, construction staking by an engineer or surveyor, permit, inspection and testing fees. The applicant's administration costs are not eligible for reimbursement. Upon approval of a reimbursement agreement by the board of supervisors, the agreement will be administered by the public works department.

Single family homes on property zoned Single Family and existing at the time of application for a reimbursement agreement shall be exempt from the provisions of the agreement. When an existing single family home is on a parcel which has adequate area to be divided per the current zoning or master plan designation of the parcel, the area which could be divided for new development will be required to be included in the reimbursement agreement.

The area of parcels not currently adjacent to a main shall be utilized to determine percentage of reimbursement required.

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

1. The APPLICANT has installed waterline improvements along Cochise Street from the intersection of W. Overland Street to 150 feet (+/-) south of the intersection of W. Appion Way, a total distance of 700 feet (+/-). Refer to attached Exhibits "A" and "B" for waterline alignment.
2. APPLICANT has totally front-ended the cost of the waterline improvements and agrees upon reimbursement from subsequent owners benefitting from the waterline extension to pay to the CITY a 15% administrative fee based on the subsequent owner's share of the final invoice total.

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

4. Reimbursement Assessment Schedule for Cochise Street Waterline:

Total approved project costs to be prorated = \$115,288.42

Parcel Number	Percent of Total Cost Assessment*	Reimbursement	15% City Admin Fee**
009-268-02	5.31%	n/a, applicant	n/a, applicant
009-266-03	47.27%	n/a, applicant	n/a, applicant
009-265-02	13.08%	\$15,079.73	\$2,261.96
009-265-03	7.85%	\$9,050.14	\$1,357.52
009-267-05	9.28%	\$10,698.77	\$1,604.82
009-267-06	11.90%	\$13,719.32	\$2,057.90
009-281-01	5.31%	\$6,121.82	\$918.27
Total City Admin Fees			\$8,200.47

* Based on prorated share of linear footage of frontage

** To be paid to CITY by APPLICANT

Each subsequent owner benefited by the waterline shall pay the amount in the Reimbursement column above to the CITY. CITY will then deduct the amount in the 15% column for its administrative fee and will pay the remainder to the APPLICANT.

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

6. This Agreement shall become null and void ten (10) years from the date of Board of Supervisors approval.

Section B – SEWERLINE REIMBURSEMENT

WITNESSETH:

WHEREAS, the APPLICANT has constructed a new sewerline to the site; and

WHEREAS, the APPLICANT has front-ended such sewerline improvements which will benefit owners of APN 009-265-02, APN 009-265-03, APN 009-267-05, APN 009-267-06, and APN 009-282-02; and

WHEREAS, the Carson City Municipal Code, Section 12.05.050, Extension of sewer mains and laterals, subparagraph 3. Reimbursement, places the following requirements upon the APPLICANT:

12.05.050 Extension of sewer mains and laterals.

3. Reimbursement. If the applicant must extend the sewerline system through another's property or along the frontages of another's property or along the frontage of various intermediate property owners, and if said properties are not currently served by the city's sewer system, then said intermediate and benefiting property owners shall be responsible when development commences or connection is made for a pro rata share of the costs of the sewerline extension.

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

The pro rata shares for the applicant and all subsequent owners benefited by the extended sewerline shall be determined prior to the city entering into the reimbursement agreement. The city shall collect a fifteen percent (15%) administrative fee from the applicant who front-ended the sewerline construction upon reimbursement by deducting the fifteen percent (15%) administrative fee from the subsequent owners pro rata share prior to reimbursement to the applicant by the city.

The reimbursement agreement shall become null and void ten (10) years from the date of the board of supervisors approval.

In no event shall any of the owners of the property to be served by such extended sewerlines be permitted to connect thereto without first paying to the applicant or the city the pro rata share of the costs described above as well all others fees required by the city.

The applicant shall submit three (3) bids prior to construction from qualified contractors attached to the application for reimbursement, unless due to extraordinary circumstances three (3) bids are not available due to

specialized construction. The bids shall be itemized and include costs for all items to be installed (i.e., pipe, manholes, etc.). Failure to provide the itemized bids will exempt the installation from reimbursement. Construction costs eligible for reimbursement are limited to engineering, contractor's bid, construction staking by an engineer or surveyor, permit, inspection and testing fees. The applicant's administration costs are not eligible for reimbursement. Upon approval of a reimbursement agreement by the board of supervisors, the agreement will be administered by the public works department.

Single Family homes on the property zoned Single Family existing at the time of application for a reimbursement agreement shall be exempt from the provisions of the agreement. When an existing single family home is on a parcel which has adequate area to be divided per the current zoning or master plan designation of the parcel, the area which could be divided for new development will be required to be included in the reimbursement agreement.

The area of parcels not currently adjacent to a main shall be utilized to determine percentage of reimbursement required.

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

1. The APPLICANT has installed sewerline improvements at two locations. The first location is on Cochise Street from the W. Overland Street intersection to the W. Appion Way intersection, a distance of 600 feet (+ or -). The second location is adjacent to the west edge of S. Carson Street along the former alignment of Junction Drive, from the intersection with W. Appion Way to a distance of 300 feet (+/-) south. Refer to attached Exhibits "A" and "B" for sewer line alignments.
2. APPLICANT has totally front-ended the cost of the sewerline improvements and agrees upon reimbursement from subsequent owners benefitting from the sewerline extension pay to the CITY a 15% administrative fee based on the subsequent owner's share of the final invoice total.
3. APPLICANT agrees that if no reimbursement has occurred within a ten (10) year period following the date of this Agreement, said Agreement shall become null and void thereafter.
4. Reimbursement Assessment Schedule for Cochise Street Sewerline:

Total approved project costs to be prorated = \$117,074.62

Parcel Number	Percent of Total Cost Assessment*	Reimbursement	15% City Admin Fee**
009-266-03	52.89%	n/a, applicant	n/a, applicant
009-265-02	14.64%	\$17,139.72	\$2,570.96
009-265-03	8.78%	\$10,279.15	\$1,541.87
009-267-05	10.38%	\$12,152.35	\$1,822.85
009-267-06	13.31%	\$15,582.63	\$2,337.39
Total City Admin Fees			\$8,273.08

* Based on prorated share of linear footage of frontage

** To be paid to CITY by APPLICANT

5. Reimbursement Assessment Schedule for Junction Drive Sewerline:

Total approved project costs to be prorated = \$21,654.17

Parcel Number	Percent of Total Cost Assessment*	Reimbursement	15% City Admin Fee**
009-268-02	35.86%	n/a, applicant	n/a, applicant
009-282-02	64.14%	\$13,888.98	\$2,083.35
Total City Admin Fees			\$2,083.35

* Based on prorated share of linear footage of frontage

** To be paid to CITY by APPLICANT

6. Each subsequent owner benefited by the sewerline shall pay the amount in the Reimbursement column above to the CITY. CITY will then deduct the amount in the 15% column for its administrative fee and will pay the remainder to the APPLICANT.
7. This Agreement shall bind the heirs, executors, administrators, successors, and assigns of the respective parties.
8. This Agreement shall become null and void ten (10) years from the date of Board of Supervisors approval.

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

APPLICANT: SOUTH CARSON, LLC

[Signature]
ED YUILL, Vice President

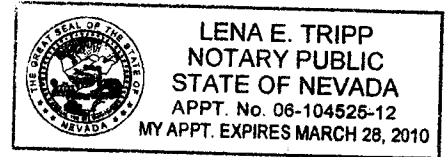
STATE OF Nevada
COUNTY OF Carson City

This instrument was acknowledged before me on this 19th day of June, 2008 by Ed Yuill.

[Signature]
Notary Public

CITY:

MARV TEIXEIRA, Mayor



ATTEST:

ALAN GLOVER, Clerk-Recorder

APPROVED:

[Signature]
JEFFERY A. SHARP, P.E., City Engineer

APPROVED AS TO FORM:

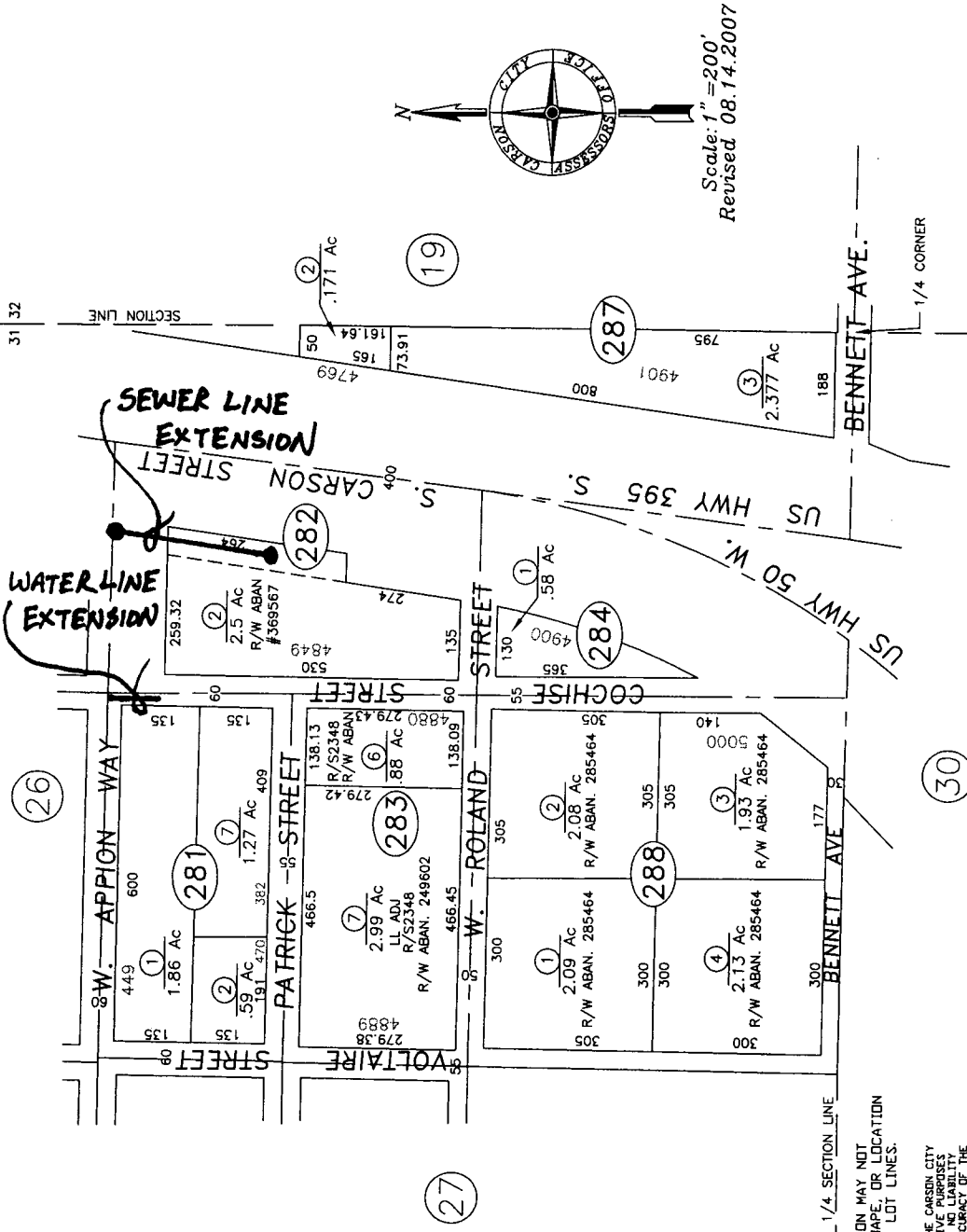
District Attorney

APPROVED AS TO FINANCIAL IMPACT:

Finance

EXHIBIT "B"

SE1/4 NE1/4 SECTION 31, T.15 N., R.20 E., M.D.B. & M.



NOTE
 SOME PARCELS DELINEATED HEREON MAY NOT
 BE PRESENTED IN TRUE SIZE, SHAPE, OR LOCATION
 DUE TO DISCREPANCIES BETWEEN LOT LINES.

CARSON CITY, NEVADA
 THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY
 ASSESSOR FOR ASSESSMENT AND ILLUSTRATIVE PURPOSES
 ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY
 IS ASSUMED FOR ANY INACCURACIES OR OMISSIONS OF
 DATA DELINEATED HEREON. CONTACT AND PRINT OUR
 MAPS AT NO CHARGE FROM OUR WEBSITE AT
www.carson-city.nv.us