148m# 4-5A

City of Carson City Agenda Report

	lequested: Consent
To: Mayor and Supervisors From: Development Services	
Subject Title: Action to rescind and cancel Ordinance #19 Reimbursement Agreement between Carson City and the F"D" of parcel map number 1954 located on Cochise Street (Roventini Way, Carson City, Nevada; which benefitted the 009-264-01 at 200 W. Overland Street and now 009-262-08 009-261-03 at 4250 Cochise Street; formerly 009-151-34 at Clearview Drive, Carson City, Nevada; and authorize the M	Reese Family Trust regarding parcel between Overland Street and owners of APNs: formerly 8 at 4348 S. Carson Street; nd now 009-153-09 at 288 W.
Staff Summary: Staff is requesting that the Board of Sup the Water Line Reimbursement Agreement between Carso	
Type of Action Requested: (check one) () Resolution () Ordina (x) Formal Action/Motion () Other (ince (Specify)
Does This Action Require A Business Impact State	ment: () Yes (_x_) No
Recommended Board Action: I move to rescind and calline Reimbursement Agreement between Carson City and parcel "D" of parcel map number 1954 located on Cochise Roventini Way, Carson City, Nevada; which benefitted the 009-264-01 at 200 W. Overland and now 009-262-08 at 43 4250 Cochise Street; formerly 009-151-34 and now 009-15 Carson City, Nevada; and authorize the Mayor to sign the 0	the Reese Family Trust regarding Street between Overland Street and owners of APNs: formerly 48 S. Carson Street; 009-261-03 at 3-09 at 288 W. Clearview Drive,
Explanation for recommended Board Action: The re Line Reimbursement Agreement no longer apply and will no Agreement became null and void on October 26, 2002 which of Board approval; therefore, we will record the Waterline Rand Cancellation to void the original Water Line Reimburse	ot be pursued at this time. This ch was ten (10) years from the date Reimbursement Agreement Release
Applicable Status, Code, Policy, Rule or Regulation: Se Municipal Code.	ection 12.01.210, of the Carson City
Fiscal Impact: None	
Funding Source: N/A	

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Explanation of Im	pact: N/A		
Alternatives:	None		
	erials: Recorded Water leterline Reimbursement Ag		
Prepared By:	Eva Chwalisz, Manage	ement Assistant	
Reviewed By:	(Kigepiuty City pagineer)	Date:	1/22/07
Concurrences: _	(Department, lead)	Date: _	1/22/07
***************************************	(City Manager) (City Manager) (District Attorney)		1-23-07
Board Action Tak	::::::::::::::::::::::::::::::::::::::		
Motion:			Aye/Nay
		2)	
(Vote Recorde	ed By)		

WATERLINE REIMBURSEMENT AGREEMENT RELEASE AND CANCELLATION

PROJECT: Water Line Reimbursement Agreement between Carson City and the Reese Family Trust regarding parcel "D" of parcel map number 1954 located on Cochise Street between Overland Street and Roventini Way, Carson City, Nevada; which benefitted the owners of APNs: formerly 009-264-01 at 200 W. Overland and now 009-262-08 at 4348 S. Carson Street; 009-261-03 at 4250 Cochise Street; formerly 009-151-34 and now 009-153-09 at 288 W. Clearview Drive, Carson City, Nevada.

RECORDING INFORMATION: Recorded #135688, October 26, 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 October 26, 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		e de la Miller III de la companya d Natural de la companya de la company

Total	ORDINANCE NO. 1992-54
2	BILL NO
3	AN ORDINANCE APPROVING A WATER LINE REIMBURSEMENT
4	AGREEMENT BETWEEN CARSON CITY AND THE REESE
5	FAMILY TRUST REGARDING PARCEL "D" OF PARCEL MAP
б	NUMBER 1954 LOCATED ON COCHISE STREET BETWEEN
7	OVERLAND STREET AND ROVENTINI WAY, CARSON CITY.
8	NEVADA, FOR WATER LINE CONSTRUCTION.
9	Fiscal effect: None
10	
11	THE CARSON CITY BOARD OF SUPERVISORS DOES HEREBY ORDAIN:
12	SECTION I
L3	WHEREAS, Carson City desires to enter into a water line
14	reimbursement agreement with the Reese Family Trust concerning the
. 5	water main installation adjacent to land known as Parcel "D" of
6	Parcel Map Number 1954 located on Cochise Street between Overland
7	Street and Roventini Way, Carson City, Nevada; and
8	WHEREAS, Carson City Board of Supervisors finds that the
9	contents of the water line reimbursement agreement conform with
0	Carson City Municipal Code (CCMC) 17.21.020 and Nevada Revised
1.	Statute (NRS) 278.0201; and
2	WHEREAS, the Board of Supervisors finds that the provisions of
3	the water line reimbursement agreement are consistent with Carson
4	City's Master Plan.
5	NOW, THEREFORE, the Board of Supervisors hereby approves by
6	ordinance a water line reimbursement agreement between Carson City
7	and the Reese Family Trust for Parcel "D" of Parcel Map Number
3	1954 located on Cochise Street between Overland Street and Roventini

1	Way, Carson City, Nevada, said agreement being attached and		
2	incorporated herein as 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 lst day of October , 1992		
9	PROPOSED by Supervisor Tom Tatro		
10	PASSED on the 15th day of October , 1992		
11			
12	VOTE: AYES: Greg Smith		
13	Tom Fettic		
14	Tom Tatro		
15	Kay Bennett		
16	Marv Teixeira, Mayor		
17	NAYES: None		
18	ABSENT: None		
19			
20			
21 22	MARV TEIXEIRA, Mayor		
23			
24	ATTEST		
25	Lupski Vishelawa		
26	KIYOSHI NISHIKAWA, Clerk/Recorder		
27			
28	This ordinance shall be in force and effect from and after the		
7 U	- 76年No		

	EXHIBIT "A"
2	WATER LINE REIMBURSEMENT AGREEMENT
3	Parcel "D" of Parcel Map Number 1954
4	Cochise Street between Overland Street and Roventini Way
5	Carson City, Nevada
6	ordinale propriate and the street of the second of the The second of the second of
7	THIS AGREEMENT, dated this 5 h day of 10 hu
. 8	1992. between the REESE FAMILY TRUST, hereinafter referred to a
	"APPLICANT", and CARSON CITY, NEVADA, a municipal corporation.
100	hereinafter referred to as "CITY".
11	WITNESSETH:
12	WHEREAS, APPLICANT desires to construct a new water line to the
13	
14	WHEREAS, APPLICANT is front-ending such water line improvements
15	which will benefit owners of Assessor's Parcel Number (APN) 9-264-01
	at 200 W. Overland Street to the extent of 40.33%, Assessor's Parcel
17	Number 9-261-03 at 4250 Cochise Street to the extent of 24.64%, and
	Assessor's Parcel Number 9-151-34 at 288 W. Clearview Drive to the
19	extent of 20.77% required reimbursement to APPLICANT upon connection
20	to the extended water line; and
21	WHEREAS, the CCMC, Section 12.01.210, places the following
22	requirements upon the APPLICANT:
23	12.01.210 Main Extensions.
24	1. General Requirements. Water main lines shall be extended by
25	the applicant from the City's existing system to the proposed place
26	of water use if:
27	A. Adequate fire protection can only be provided by
28	connection to the City system, in the judgement of the City: or

- B. The proposed place of use is an industrial or commercial
- 2 type of development that is within four hundred feet of the existing
- 3 water system; or
- 4 C. The proposed place(s) of residential use is (are) within
- 5 the following distance(s) from the existing water system:
- 6 (1) If development is within four hundred feet of an
- 7 existing water line; or
- 8 (2) If development contains over ten units and is
- 9 within one thousand feet of an existing water line.
- 10 2. Location. Wherever possible, the line shall be located in
- 11 public rights-of-way and as directed by the City. Where it is not
- 12 possible to locate the line in a public right-of-way, the applicant
- 13 shall provide all necessary easements for the proper operation and
- 14 maintenance of the line. The location and dimensions of such
- 15 easements shall be as determined by the City.
- 16 3. Size. The size of the line shall be as determined by the
- 17 City, but in no case shall the line be less than that necessary to
- 18 provide adequate fire protection for the property being served. At
- 19 the option of the City, the applicant may be required to have his
- 20 proposal analyzed to determine system capability to provide such fire
- 21 protection. Any costs for such analysis shall be borne by the
- 22 applicant. In any case, the minimum water main size shall be no less
- 23 than six inches in diameter.
- 4. System Capability. Where an analysis of the system shows
- 25 that existing portions of the system are not capable of providing
- 26 adequate flow or storage, the applicant may be required to correct
- 27 the deficiencies as part of the main line extension.
- 5. Participation. The applicant shall be responsible for the

- 1 construction of the water line system (or the water line system
- 2 costs) along any of the property sides or frontages of the property
- 3 along which a water line is needed for the overall completeness and
- 4 continuity of the City's water main system. The applicant shall also
- 5 be responsible for the necessary and required system of water lines
- 6 within the interior of the tract of land.
- The applicant shall construct all needed water lines (of
- 8 approved sizes) within and along all sides or frontages of any piece
- 9 of property prior to final approval of the development and/or the
- 10 issuance of any certificate of occupancy. "Phased" construction of
- 11 the water line system may also be specifically allowed if provided
- 12 for in a development agreement between the applicant and the City.
- 13 In lieu of actually constructing said required water line system, the
- 14 applicant shall obtain a bond in a form acceptable to the city to
- 15 fully cover one hundred and fifty percent of the estimated cost of
- 16 the water line system. The applicant may also present a cash
- 17 deposit, Letter of Credit, or similar method of financing the costs,
- 18 but in that event the estimated costs shall be based upon one hundred
- 19 fifty percent of City's cost of construction which would include
- 20 statutorily required wage rates.
- Whenever an applicant is required to construct a water line from
- 22 the applicant's respective property to the nearest water line outside
- 23 of the applicant's respective property, and where, in the opinion of
- 24 the Public Works Director it is necessary that a water line be
- 25 constructed of a larger size than the minimum size needed to serve
- 26 such property and that such extended water line will be or can be
- 27 used in the transmission of water from adjacent properties, the
- 28 Public Works Director shall require the applicant to construct the

- I larger size water line in accordance with the plans and
- 2 specifications as submitted and approved by the Director. Should the
- 3 City require an oversized water line, the City will reimburse the
- 4 applicant for the costs of the additional water line size as long as
- 5 said line is greater than eight inches in diameter, as set forth in
- 6 water line extension agreement or a development agreement.
- When the City agrees to pay for an increase in water line size,
- 8 at least three (3) proposals, signed and prepared by a contractor,
- 9 shall be required which show the comparable cost of the incremental
- 10 increase requested by the City. The City shall select the proposal
- 11 most beneficial to it. In no event shall city pay more than the
- 12 lowest proposal presented.
- 13 6. Extension. If the applicant must extend the water line
- 14 system through another's property or along the frontages of various
- 15 intermediate property owners, and if said properties are not
- 16 currently served by the City's water system, then said intermediate
- 17 and benefitting property owners shall be responsible when development
- 18 commences or connection is made for a pro rata share of the costs of
- 19 the water line extension.
- 20 When the applicant is required to extend a water line, he shall
- 21 "front-end" the entire cost of the water line construction and shall
- 22 be responsible for the actual construction of said water line. Any
- 23 cwners of properties to be served by the extended water line will
- 24 thereafter be responsible for reimbursing the first property owner
- 25 for a pro rata share of the costs of the water line system at the
- 26 time said subsequent owners begin to plat, parcel, develop or build
- 27 upon their parcels.
- The pro rata shares for the applicant and all subsequent owners

- 1 benefitted by the extended water line shall be determined prior to
- 2 the City entering into the reimbursement agreement. The City shall
- 3 collect a fifteen percent administrative fee from the applicant who
- 4 front-ended the water line construction upon reimbursement.
- 5 In no event shall any owners of property to be served by such
- 6 extended water lines be permitted to connect thereto without first
- 7 paying to the applicant or the City the pro rata share of the costs
- 8 described above as well as all other fees required by the City.
- 9 7. Any facilities installed pursuant to this section become the
- 10 property of the City upon inspection and approval of the City.
- 11 8. In the event that provisions of this chapter required the
- 12 owner to extend the city water main, then the owner shall extend the
- 13 main along the entire frontage of his parcel unless it is found by
- 14 the Director to be physically improper to do so.
- NOW, THEREFORE, the parties to this Agreement, in consideration
- 16 of the provisions herein contained and other good and valuable
- 17 consideration, do hereby agree as follows:
- 18 1. APPLICANT shall install all required water line
- 19 improvements at this time from the existing CITY water line on w.
- 20 Clearview Drive at Engineer's Station 32+90 to Engineer's Station
- 21 30+00 on W. Clearview Drive and from Engineer's Station 10+90 on
- 22 Cochise Street to Engineer's Station 17+40 on Cochise Street with all
- 23 the construction costs front-ended by the APPLICANT.
- 24 2. APPLICANT agrees to totally front-end the cost of the water
- 25 line improvements and in no case pay less than 14.26% of the final
- 25 invoice after receiving reimbursements, plus upon the first
- 27 reimbursement from subsequent owners benefitting from the water line
- 28 extension pay to the CITY 15% administrative fee based on the

- 1 APPLICANT's share of the final invoice total.
- 2 3. APPLICANT agrees that if no reimbursement has occurred
- 3 within a ten year period following the date of this Agreement, said
- 4 Agreement shall become null and void thereafter.
- 5 4. Reimbursement Assessment Schedule:
- Total Approved Project Costs to be Prorated = \$19,415.86

7 8	Parcel Number	Percent of Total Cost Assessment*		15% Admin. Fee to City
9	9-263-01 Applic	cant 14.26		
10	9-264-01	40.33	\$7,830.42	\$1,174.56
11	9-261-03	24.64	4,784.07	717.61
12	9-151-34	20.77	4,032.67	604.90
13			TOTAL CITY FEES	s = \$2,497.07

14 * Based on prorated share of benefitting land area.

15

- Each subsequent owner benefitted by the water line shall pay the amount in the Reimbursement and 15% columns 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 APPLICANTS.
- 20 5. This Agreement shall bind the heirs, executors, 21 administrators, successors, and assigns of the respective parties.
- 22
- 23 \
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- 30 \

. 1	IN WITNESS WHEREOF, the	parties hereto have caused their
2	Agreement to be executed as of th	ne day and year first above written.
. 3		
4	LAURA LEE ECOKERDICE	APPLICANT:
5 6	Notary Public — Navedo Garson City My Appointment Expires Feb. 6, 1994	ALBA J. REESE
• 7 ,,,	capits red. 6, 1864	Agent for the Reese Family Trust
8		
9	On the 24 day of	entember, 1992, personally
10	appeared before me a Notary Publ	ic, Alba J. Reese, who acknowledged
11 12	to me that he executed the within	1 document.
13	NOTARY PUBLIC	
14		
15		CARSON CITY:
16	2.6	BY: May Tech
17		MARV TEIXETRA, Mayor
18		
19	ATTEST	
20	Les wille Verlagen	
21	KIYOSHI NISHIKAWA, Clerk/Recorder	
22		
23		
24	APPROVED AS TO FORM:	
25	100 0 T S C	
26	Deputy District Attorney	
27		
28		
29		
30		APPROVED:
31 32 }3		Kuf h Vin
3		DANIEL K. O'BRIEN

