

Mem # 4-2B

City of Carson City  
Agenda Report

Date Submitted: 07/24/07

Agenda Date Requested: 08/02/07

Time Requested: Consent

To: Mayor and Supervisors  
From: D.S. - Engineering Division

**Subject Title:** Action to rescind and cancel Ordinance #1997-38, a Sewerline Reimbursement Agreement between Carson City and Granite Construction Company, regarding formerly Assessor's Parcel Number 008-521-68 and now 008-522-06 located at 5855 Sheep Drive, Carson City, Nevada; which benefitted the owners of formerly APNs: 008-521-32 and now 008-523-13 at 5852 Sheep Drive, 008-521-33 and now 008-523-14 at 5835 Sheep Drive, Carson City, Nevada, for sewer main construction; and authorize the Mayor to sign the Cancellation.

**Staff Summary:** Staff is requesting that the Board of Supervisors approve the cancellation of the Sewerline Reimbursement Agreement between Carson City and Granite Construction 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 #1997-38, a Sewerline Reimbursement Agreement between Carson City and Granite Construction Company, regarding formerly Assessor's Parcel Number 008-521-68 and now 008-522-06 located at 5855 Sheep Drive, Carson City, Nevada; which benefitted the owners of formerly APNs: 008-521-32 and now 008-523-13 at 5852 Sheep Drive, 008-521-33 and now 008-523-14 at 5835 Sheep Drive, Carson City, Nevada, for sewer main construction; and authorize the Mayor to sign the Cancellation.

**Explanation for recommended Board Action:** The requirements set forth in the Sewerline Reimbursement Agreement no longer apply and will not be pursued at this time. This Agreement became null and void on July 14, 2007 which was ten (10) years from the date of Board approval; therefore, we will record the Sewerline Reimbursement Agreement Release and Cancellation to void the original Sewerline Reimbursement Agreement.

**Applicable Status, Code, Policy, Rule or Regulation:** Section 12.05.050, of the Carson City Municipal Code.

**Fiscal Impact:** None

Funding Source: N/A

Explanation of Impact: N/A

Alternatives: None

Supporting Materials: Recorded Sewerline Reimbursement Agreement, Ordinance #1997-38 and Sewerline Reimbursement Agreement Release and Cancellation.

Prepared By: Eva Chwalisz, Management Assistant

Reviewed By: [Signature] Date: 7/23/07  
(Deputy City Engineer)

Concurrences: [Signature] Date: 7/24/07  
(Department Head)

[Signature] Date: 7/24/07  
(City Manager)

[Signature] Date: 7/24/07  
(District Attorney)  
Nancy Paulsa - Finance

Board Action Taken:

Motion:	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____

(Vote Recorded By)

**SEWERLINE REIMBURSEMENT AGREEMENT  
RELEASE AND CANCELLATION**

**PROJECT:** Sewerline Reimbursement Agreement between Carson City and Granite Construction Company, regarding formerly Assessor's Parcel Number 008-521-68 and now 008-522-06 located at 5855 Sheep Drive, Carson City, Nevada; which benefitted the owners of formerly APNs: 008-521-32 and now 008-523-13 at 5852 Sheep Drive, 008-521-33 and now 008-523-14 at 5835 Sheep Drive, Carson City, Nevada, for sewer main construction.

**RECORDING INFORMATION:** Recorded #205029, July 14, 1997

This document confirms that all of the requirements set forth in Sewerline Reimbursement Agreement no longer apply and will not be pursued at this time. This Agreement became null and void on July 14, 2007, which was ten (10) years from the date of Board of Supervisors approval. There has been no reimbursement from owners benefitted by this Agreement within the ten (10) year period. CURRENT OWNER or the heirs, executors, administrators, successors and assigns are no longer eligible to receive reimbursement.

Accordingly, the CITY hereby approves the above-referenced Sewerline Reimbursement Agreement for release. This release and cancellation shall be recorded in the Carson City Clerk Recorder Office to void the original Sewerline Reimbursement Agreement.

**CITY:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Marv Teixeira, Mayor

\_\_\_\_\_  
District Attorney's Office

**ATTEST:**

\_\_\_\_\_  
Alan Glover, Clerk/Recorder

acct  
file +  
7-25-97

ORDINANCE NO. 1997-38

BILL NO. 137

AN ORDINANCE APPROVING A SEWERLINE REIMBURSEMENT AGREEMENT BETWEEN CARSON CITY AND GRANITE CONSTRUCTION COMPANY, REGARDING ASSESSOR'S PARCEL NUMBERS 8-521-68, 8-521-32 AND 8-521-33, LOCATED AT 5855, 5852 AND 5835 SHEEP DRIVE, CARSON CITY, NEVADA, FOR SEWER MAIN CONSTRUCTION.

THE BOARD OF SUPERVISORS OF CARSON CITY DO HEREBY ORDAIN:

SECTION I:

WHEREAS, Carson City desires to enter into a sewerline reimbursement agreement with Granite Construction Company, concerning the installation of a sewer main adjacent to land known as Assessor's Parcel Numbers 8-521-68, 8-521-32 and 8-521-33, located at 5855, 5852 and 5835 Sheep Drive in Carson City, Nevada.

WHEREAS, the Carson City Board of Supervisors finds that the contents of the sewerline reimbursement agreement conform with CCMC 12.05.050, subsection 3; and

WHEREAS, the Board finds that the provisions of the sewerline reimbursement agreement are consistent with Carson City's Sewer Plan.

NOW, THEREFORE, the Board hereby approves by this ordinance, a sewerline reimbursement agreement between Carson City and Granite Construction Company, for Assessor's Parcel Numbers 8-521-68, 8-521-32 and 8-521-33, located at 5855, 5852 and 5835 Sheep Drive; Carson City, Nevada, said agreement being attached and incorporated herein as Exhibit "A".

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

5 PROPOSED this 19th day of June, 1997

6 PROPOSED by Supervisor Jon Plank

7 PASSED on the 3rd day of July, 1997

8 VOTES: AYES: Greg Smith

9 Jon Plank

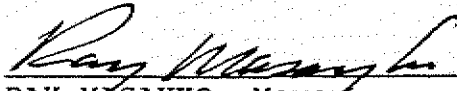
10 Tom Tatro

11 Kay Bennett

12 Ray Masayko, Mayor

13 NAYES: None

14 ABSENT: None

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16 RAY MASAYKO, Mayor

17 ATTEST:

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19 ALAN GLOVER, Clerk-Recorder

20 This ordinance shall be in force and effect from and  
21 after the 14th day of July, 1997.  
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31 Granite2.ORD/DevAgrmt  
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1 EXHIBIT "A"

2 SEWERLINE REIMBURSEMENT AGREEMENT

3 Assessor's Parcel Nos. 8-521-68, 8-521-32 and 8-521-33,  
4 located at 5855, 5852 and 5835 Sheep Drive, Carson City,  
5 Nevada

6 THIS AGREEMENT, dated this 3rd day of July,  
7 1997, between GRANITE CONSTRUCTION COMPANY (hereinafter  
8 referred to as "APPLICANT"), and CARSON CITY, NEVADA, a  
9 consolidated municipality (hereinafter referred to as "CITY").

10 WITNESSETH:

11 WHEREAS, the APPLICANT has constructed a new sewer main  
12 in Sheep Drive to serve a commercial coach at 5855 Sheep  
13 Drive; and

14 WHEREAS, the APPLICANT has front-ended such sewerline  
15 improvements which will benefit owners of Assessor's Parcel  
16 Number 8-521-32 at 5852 Sheep Drive to the extent of 12.3% and  
17 Assessor's Parcel Number 8-521-33 at 5835 Sheep Drive to the  
18 extent of 16.5% of the required reimbursement to APPLICANT  
19 upon connection to the extended sewerline; and

20 WHEREAS, the Carson City Municipal Code, Section  
21 12.05.050, Extension of sewer mains and laterals, subparagraph  
22 3. Reimbursement, places the following requirements upon the  
23 APPLICANT:

24 12.05.050 Extension of sewer mains and laterals.

25 3. Reimbursement. If the applicant must extend the  
26 sewerline system through another's property or along the

1 frontages of another's property or along the frontages of  
2 various intermediate property owners, and if said properties  
3 are not currently served by the city's sewer system, then said  
4 intermediate and benefitting property owners shall be  
5 responsible when development commences or connection is made  
6 for a pro rata share of the costs of the sewerline extension.

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

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

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

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

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

21           Single family homes on property zoned Single Family  
22 existing at the time of application for a reimbursement  
23 agreement shall be exempt from the provisions of the  
24 agreement. When an existing single family home is on a parcel  
25 which has adequate area to be divided per the current zoning  
26 or master plan designation of the parcel, the area which could



1 be divided for new development will be required to be included  
2 in the reimbursement agreement.

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

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

9 1. The APPLICANT has contracted for and has installed  
10 all required sewerline improvements, from the existing  
11 sewerline at the intersection of North Deer Run Road,  
12 Northeasterly in Sheep Drive a distance of 782 feet(+ or -).  
13 The applicant has previously entered into a participation  
14 agreement with the City to pay the costs of 325 feet of this  
15 sewerline (Ordinance No. 1997-13), and said costs are not  
16 included as a part of this agreement, with all the  
17 construction costs front-ended by the APPLICANT.

18 2. APPLICANT agrees to totally front-end the cost of  
19 the sewerline improvements and in no case pay less than 71.2%  
20 of the final invoice after receiving reimbursements, plus upon  
21 reimbursement from subsequent owners benefitting from the  
22 sewerline extension, pay to the CITY a 15% administrative fee  
23 based on the subsequent owner's share of the final invoice  
24 total.

25 3. APPLICANT agrees that if no reimbursement has  
26 occurred within a ten year period following the date of this

1 Agreement, said Agreement shall become null and void  
2 thereafter.

3 4. Reimbursement Assessment Schedule:

4 Total approved project costs to be prorated = \$35,935.28

5 Approved project costs are total costs less city participation  
6 in the Sheep Drive sewerline extension.

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10	Parcel Number	Percent of Total 11 Cost Assessment*	Reimbursement	15% Admin 12 Fee to City**
13	8-521-68 Applicant	71.2%	----	----
14	8-521-32	12.3%	\$4,420.04	\$663.01
15	8-521-33 Claim #021999 Reimbursement	16.5%	\$5,929.32	\$889.40

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18 Total City Fees = \$1,552.41

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20 \*Based on prorated share of benefitting land area

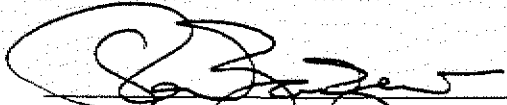
21 \*\*To be paid to CITY by APPLICANT

22 Each subsequent owner benefitted by the sewerline shall  
23 pay the amount in the Reimbursement column above to the CITY.  
24 CITY will then deduct the amount in the 15% column for its  
25 administrative fee and will pay the remainder to the  
26 APPLICANT.

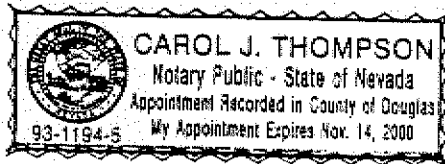
27 5. This Agreement shall bind the heirs, executors,  
28 administrators, successors, and assigns of the respective  
29 parties.

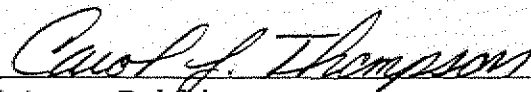
1 IN WITNESS WHEREOF, the parties hereto have caused this  
2 Agreement to be executed as of the day and year first above  
3 written.

4 APPLICANT: GRANITE CONSTRUCTION COMPANY


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7 Tom Zamzow, Area Manager  
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9  
10 Subscribed and sworn to before me on this 2ND day of  
11 JUNE, 1997.

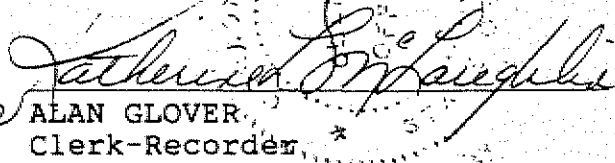


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15 Notary Public  
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17 CITY:

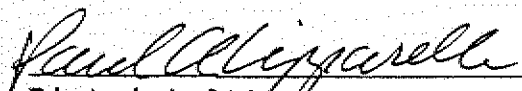
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20 RAY MASAYKO, Mayor  
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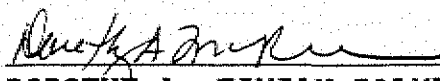
22 ATTEST:

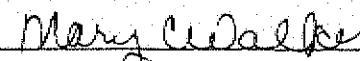
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25 ALAN GLOVER,  
26 Clerk-Recorder, \*  
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33 Approved as to form:

APPROVED:

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36 District Attorney  
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39 DOROTHY A. TIMIAN-PALMER  
40 Utilities Director  
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42   
43 FINANCE  
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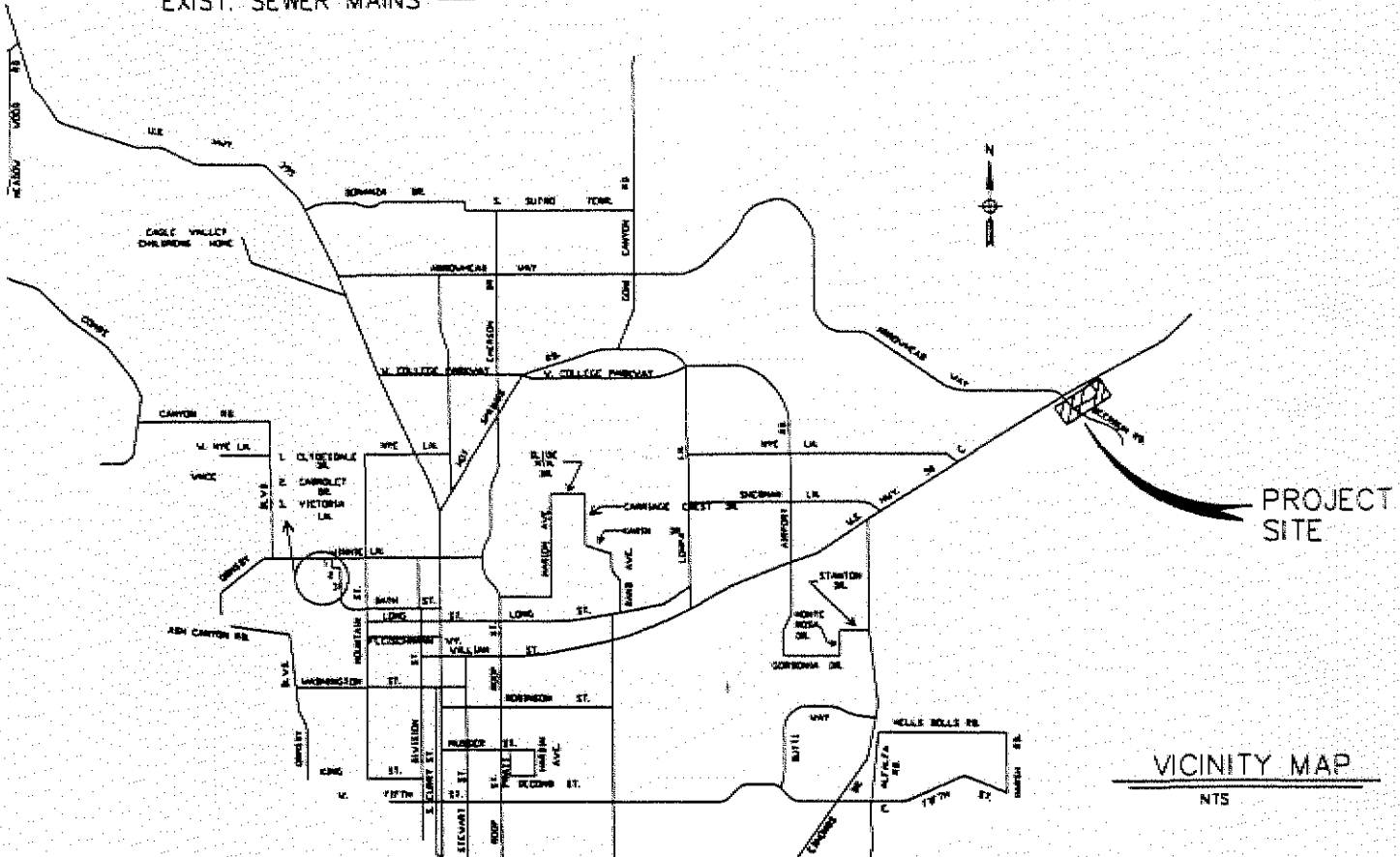
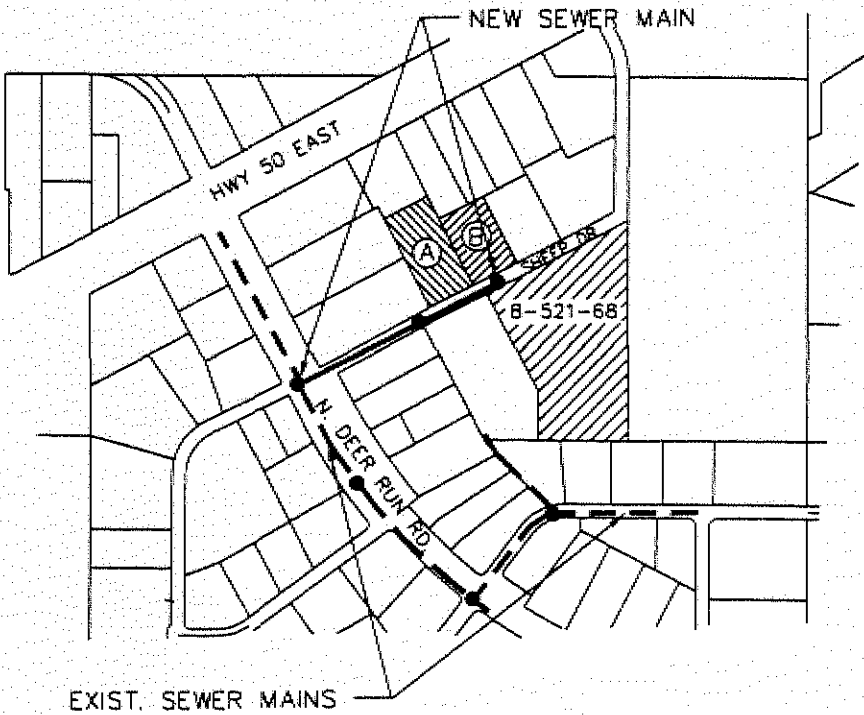
45 Granite2.DEV  
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**SUBJECT  
PROPERTY**

8-521-68  
 GRANITE CONSTRUCTION CO.  
 5855 SHEEP DR.  
 CARSON CITY, NV. 89701  
 6.50 ACRES

8-521-33  
 A DAVE & CRAIG EXCAVATING  
 5835 SHEEP DR.  
 CARSON CITY, NV. 89701  
 1.51 ACRES

8-521-32  
 B SCOTT A. SAMUELSON  
 5852 SHEEP DR.  
 CARSON CITY, NV. 89701  
 1.12 ACRES



**VICINITY MAP**  
 NTS

**CARSON CITY UTILITIES  
 DEPARTMENT**

3505 BUTTI WAY CARSON CITY, NEVADA  
 89701 PH: 887-2340

**SEWERLINE REIMBURSEMENT**

AGREEMENT FOR:  
 GRANITE CONSTRUCTION CO.  
 5855 SHEEP DR.  
 CARSON CITY, NV. 89701

DIRECTOR: DOROTHY TIMIAN-PALMER, P.E.

DRAWN BY: K.S. SCALE: NTS

CHECKED BY: J.A. DRAWING NAME:

DATE: 2-25-87 "GRANITE2"

SHEET

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OF

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## ATTACHMENT A

Actual Construction Costs to be prorated for reimbursement  
Sewer Main Extension for 5855 Sheep Drive, APN 8-521-68

Permit Fees	\$ 741.00
Contractor's Installation Cost	57,600.00
Engineering (CES)	2,750.00
Staking (Western States)	<u>400.00</u>
<b>TOTAL</b>	<b>\$61,491.00</b>
Less City participation per previous agreement, Ordinance No. 1997-13	<u>(\$25,555.72)</u>

**TOTAL TO BE PRORATED      \$35,935.28**

APN	ADDRESS	AREA	%	AMOUNT
8-521-68	5855 Sheep Dr.	6.50 AC	71.2	\$25,585.92
8-521-32	5852 Sheep Dr.	1.12 AC	12.3	\$ 4,420.04
8-521-33	5835 Sheep Dr.	1.51 AC	16.5	\$ 5,929.32

AttachA2.Granite/DEV

FILED FOR RECORD  
AT THE REQUEST OF  
CARSON CITY CLERK TO  
THE BOARD  
'97 JUL -3 P4:22

FILE NO. **205029**  
ALAN GLOVER  
CARSON CITY RECORDER  
FEE \$             
*NIC RB*