

City of Carson City Agenda Report

Date Submitted: April 23, 2013

Agenda Date Requested: May 2, 2013

Time Requested: 15 minutes

To: Mayor and Board of Supervisors

From: Public Works - Planning Division

Subject Title: For Possible Action: To introduce, on first reading, Bill No. ____, an ordinance approving a development agreement between Carson City and Combs Canyon, LLC, regarding the development of a subdivision known as Combs Canyon II, located on approximately 25 acres on the east side of Combs Canyon Road, north of Timberline Drive, APN 009-193-01, to extend the approval of the tentative map and other matters properly related thereto. (Lee Plemel)

Summary: The primary purpose of the development agreement is to extend the initial approval of the tentative subdivision map, which would expire on May 17, 2013. The subdivision would consist of 19 single family residential lots. Per NRS and the Carson City Municipal Code, the approval may only be extended by approval of a development agreement. No other modifications to the proposed development are requested.

Type of Action Requested:

☐ Resolution

☐ Formal Action/Motion

☒ Ordinance (1st reading)

☐ Other (Specify)

Does This Action Require a Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to introduce, on first reading, Bill No. ____, an ordinance approving a development agreement between Carson City and Combs Canyon, LLC, regarding the development of a subdivision known as Combs Canyon II, located on approximately 25 acres on the east side of Combs Canyon Road, north of Timberline Drive, APN 009-193-01, to extend the approval of the tentative map and other matters properly related thereto.

Explanation for Recommended Board Action: The applicant is requesting an extension of the tentative map approval due to current housing market conditions. The development agreement is currently the only means by which the city can further extend the existing subdivision approval. If the map expires, all subdivision entitlements relating to the proposed development would be lost, and the property owner would have to re-apply for a new subdivision to develop the property in accordance with the proposed plan.

Applicable Statute, Code, Policy, Rule or Regulation: CCMC 17.06.015 (Time limits for recording); NRS 278.360 (Requirements for presentation of final map or series of final maps; extensions of time)

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: 1) Deny the agreement and require the applicant to file a final map by May 17, 2013, or allow the tentative map approval to expire.

Supporting Material:

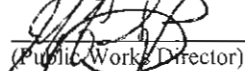
- 1) Ordinance and Development Agreement
- 2) Staff memo

Prepared By: Janice Brod, Grants Program Coordinator

Reviewed By:


(Planning Division Director)

Date: 4-23-13


(Public Works Director)

Date: 4/23/13


(City Manager)

Date: 4/23/13


(District Attorney's Office)

Date: 4/23/13


(Finance Director)

Date: 4/23/13

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

BILL NO. ____

ORDINANCE NO. 2013-_____

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY AND COMBS CANYON, LLC, REGARDING THE DEVELOPMENT OF A SUBDIVISION KNOWN AS COMBS CANYON II, LOCATED ON APPROXIMATELY 25 ACRES ON THE EAST SIDE OF COMBS CANYON ROAD, NORTH OF TIMBERLINE DRIVE, APN 007-091-72, TO EXTEND THE APPROVAL OF THE TENTATIVE MAP AND OTHER MATTERS PROPERLY RELATED THERETO.

Fiscal effect: N/A

The Board of Supervisors of Carson City does hereby ordain:

SECTION I:

WHEREAS, Carson City desires to enter into a development agreement with Combs Canyon, LLC, concerning the development of land know as Assessor's Parcel Numbers 007-091-72, located on Combs Canyon Road, Carson City Nevada.

WHEREAS, the Carson City Board of Supervisors finds that the contents of the development agreement conform to the Carson City Municipal Code 17.08 and Nevada Revised Statues 278.0203; and

WHEREAS, the Board finds that the provisions of the development agreement are consistent with the Carson City Master Plan and the original approval of the Combs Canyon II Tentative Subdivision Map (TSM-07-027).

NOW, THEREFORE, the Board hereby approves by ordinance the attached development agreement between Carson City and Combs Canyon, LLC, for the development of land know as Assessor's Parcel Numbers 007-091-72, said agreement being attached and incorporated herein as Exhibit "I".

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

PROPOSED on _____, 2013.

PROPOSED BY Supervisor _____

PASSED _____, 2013.

VOTE:

AYES:

NAYS:

ABSENT:

ROBERT L. CROWELL, Mayor

ATTEST:

ALAN GLOVER, Clerk-Recorder

This ordinance shall be in force and effect from and after the _____ day of the month of _____ of the year 2013.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into this _____ day of _____, 2013, by and between COMBS CANYON, LLC, a Nevada limited liability company, hereinafter referred to as "DEVELOPER," of that certain project known as COMBS CANYON II, hereinafter referred to as "THE PROJECT or COMBS CANYON II," and CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as "CARSON CITY."

RECITALS:

1. THE PROJECT, COMBS CANYON II, is a proposed development encompassing 25 acres of real property, more or less, located on Combs Canyon Road, APN 007-091-72, in Carson City, Nevada, more particularly described in Exhibit "A";

2. On May 17, 2007, the Carson City Board of Supervisors approved a Tentative Subdivision Map (TSM-07-027) for Nineteen (19) single family detached units for THE PROJECT on property zoned Single Family One Acre (SF1A) subject to the conditions of approval and any stipulations made by DEVELOPER and based on the findings of fact contained in the staff report. It also approved a Variance application (VAR-07-028) to allow a greater lot depth than allowed pursuant to CCMC 18.04.190, specifically lots 3-6. The conditions of approval of such action are attached hereto as Exhibit "B" and incorporated herein by this reference. Such approvals are set to expire on May 17, 2013;

3. Due to certain market and economic conditions that have developed since THE PROJECT tentative map approval, the DEVELOPER and CARSON CITY believe that it is mutually beneficial to enter into a Development Agreement and each mutually desire that THE PROJECT be developed in accordance with this Development Agreement.

4. CARSON CITY and DEVELOPER desire to hereinafter have the provisions of this Development Agreement govern the development activities of THE PROJECT.

5. The deadline for recording the final map shall hereby be extended four (4) years from its current expiration date of May 17, 2013, to May 17, 2017.

6. All conditions of approval in effect, including those contained in Exhibit "B" which is incorporated herein, shall remain in effect except with respect to the deadline for recording the final map which falls on May 17, 2017.

NOW THEREFORE, for good and valuable consideration, and the mutual covenants, conditions, and promises herein contained, the parties do agree as follows:

I.

PROJECT CHARACTERISTICS

THE PROJECT, as mentioned above, is for 19 lots, each at least 1 acre in size, on 25 acres of SF1A zoned property together with all of the uses accessory to and customarily incidental to the above-referenced zone.

Based upon the present tentative planned unit project map, THE PROJECT will be comprised of 19 single-family dwelling units, open space and common areas as set forth in the approvals. The density is one unit per acre.

The aforementioned approval of THE PROJECT Zoning Map, Variance, and this Development Agreement shall serve as the intent by CARSON CITY to approve THE PROJECT, provided that all of the requisite conditions set forth herein are met.

II.

ADMINISTRATION OF THE PROJECT

THE PROJECT shall be developed in accordance with the approvals by the Carson City Board of Supervisors as set forth in Exhibit "B" with the following characteristics and requirements:

2.1. Phasing

THE PROJECT development is anticipated to be developed in one phase.

2.2. Height and Size of Proposed Buildings

All buildings shall conform to the Exhibit "B" conditions and Carson City standards for SF1A zoning with respect to height and size and setbacks.

2.3. Utility Connections

Within THE PROJECT, telephone, gas, cable and electrical power shall be provided by DEVELOPER to the building sites or dwelling unit and shall be placed underground to each lot or parcel. Public utility easements shall be granted and set forth on the final map.

2.4. Expiration by Inaction

This Agreement adopted pursuant to CCMC 17.08 requires that THE PROJECT shall be diligently pursued and the approvals referenced above (if no extension has been granted) shall expire if the final map of THE PROJECT is not recorded by May 17, 2017.

2.5. Further Covenants

CARSON CITY shall not require any payments, contributions, economic concessions, or other conditions for approvals, contemplated within or by this Development Agreement other than as provided herein, or as provided in the Board of Carson City

Supervisor's approval of May 17, 2007. Nothing set forth in this paragraph is to be construed to mean that Carson City cannot charge its standard permit fees.

2.6. Mutual Cooperation

CARSON CITY shall cooperate with DEVELOPER to obtain all necessary approvals, permits or to meet other requirements which are or may be necessary to implement the intent of THE PROJECT approval in this Agreement. Nothing contained within this paragraph, however, shall require CARSON CITY or its employees to function on behalf of DEVELOPER nor shall this Agreement be construed as an implicit pre-approval of any further actions required by CARSON CITY.

2.7. Variances

As part of the approval of THE PROJECT, the DEVELOPER and CARSON CITY agreed that to avoid piecemeal, individual variance requests that THE PROJECT would be allowed the variances as set forth in the approvals attached hereto as Exhibit "B."

III.

PROJECT CONSTRUCTION REQUIREMENTS

All construction of THE PROJECT shall be done in accordance with the Standards Specification For Public Works Construction as adopted by CARSON CITY and all their applicable state and local codes, ordinances and statutes except as varied by Approval of THE PROJECT.

The DEVELOPER may not apply for building permits until such time as the DEVELOPER has recorded a final map either through the completion of the infrastructure improvements as required by the conditions of approval note in Exhibit "B", or posted financial

assurances for such improvements for THE PROJECT.

3.1. Grading and Slope

The DEVELOPER shall provide CARSON CITY with a development plan that specifies grading practices, extent of grading allowed at one time, a dust suppression program, and erosion control and revegetation measures that effectively mitigate blowing dust and soil erosion problems associated with development of the site to the satisfaction of CARSON CITY. The applicant shall obtain an Air Quality permit and implement the approved plan and provide the State of Nevada or CARSON CITY with financial security for the required mitigation measures. The Developer shall obtain a Storm Water Pollution Prevention Permit from the State of Nevada prior to commencement of land clearing or grading activities.

IV.

DEFAULTS, REMEDIES, TERMINATION

4.1. General Provisions

Subject to extensions of time by mutual consent in writing, failure or unreasonable delay in performing any term or provision of this Development Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Development agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination, or institution of legal proceedings, or issuance of any building permit.

After notice and expiration of the thirty (30) day period, the non-defaulting party to this

Development Agreement, at its option, may institute legal proceedings pursuant to this Agreement. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by CARSON CITY.

Following consideration of the facts and evidence presented in said review before CARSON CITY, either party alleging the default by the other party may give written notice of termination of this Development Agreement to the other party.

Evidence of default may also arise in the course of periodic review of this Development Agreement. If either party determines that the other party is in default following the completion of the normal periodic review, said party may give written notice of termination of this Development Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default where appropriate. If the alleged default is not cured within sixty (60) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, this Development Agreement shall be deemed terminated.

It is hereby acknowledged and agreed that any portion of THE PROJECT which is the subject of a final map shall not be affected by or jeopardized in any respect by any subsequent default affecting THE PROJECT. In the event CARSON CITY does not accept, review, approve or issue necessary permits or entitlements for use in a timely fashion as defined by this Development Agreement, or as otherwise agreed to by the parties, or CARSON CITY otherwise defaults under the terms of this Development Agreement, CARSON CITY agrees that DEVELOPER shall not be obligated to proceed with or complete THE PROJECT nor shall resulting delays in DEVELOPER's performance constitute grounds for termination or

cancellation of this Development Agreement.

4.2. Enforced Delay, Extension of Time of Performance

In addition to specific provisions of this Development Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, not parties to this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to CARSON CITY within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Carson City shall not be held liable to the Developer for damages (actual, incidental or otherwise) as a result of its failure to review or approve permits and entitlements in a timely manner.

V.

MISCELLANEOUS

5.1. Carson City Code

THE PROJECT shall comply with all ordinances and fees adopted by CARSON CITY, applied on a uniform basis to all development projects in CARSON CITY.

The final map shall comply with the Exhibit "B" conditions and be recorded in

accordance with all applicable CARSON CITY ordinances.

The proposed development shall be in accord with the objective of Title 17 of Carson City Municipal Code.

Should any provision of this Agreement be deemed to be in conflict with the Exhibit "B" conditions of approval, the Exhibit "B" conditions shall control.

VI.

APPLICABLE LAW AND ATTORNEYS' FEES

This Development Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Should any legal action be brought by either party relating to this Development Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court.

VII.

SUCCESSORS AND ASSIGNS

The parties hereto agree that the terms and conditions of this Agreement shall bind and inure to the benefit of the parties' successors and assigns.

VIII.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all other agreements, written or oral, between the parties with respect to such subject matter.

IX.

HOLD HARMLESS AND INDEMNIFICATION

DEVELOPER hereby agrees to, and shall hold CARSON CITY, its elective and appointive boards, commissions, officers, agents and employees harmless from any liability for damage or claims for property damage which may arise from DEVELOPER's or DEVELOPER'S contractors', subcontractors', agents', or employees' operations under this Development Agreement, whether such operations by DEVELOPER or by any of DEVELOPER's contractors, subcontractors, or by any one or more person directly or indirectly employed by, or acting as agent for DEVELOPER or any of DEVELOPER's contractors or subcontractors. DEVELOPER agrees to, and shall defend CARSON CITY, its elective and appointive boards, commissions, officers, agents and employees, from any suits or actions at law or in equity for damage caused or alleged to have been caused by reason of the aforesaid operations.

X.

PROJECT AS PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that THE PROJECT is a private development and no partnership, joint venture or other association of any kind is formed by this Development Agreement. The only relationship between CARSON CITY and DEVELOPER is that of a government entity regulating the development of private property within the parameters of applicable law and the owner of such private property.

XI.

FURTHER ASSURANCES

In the event of any legal action instituted by any third party or other government entity or

official challenging this Development Agreement, CARSON CITY and DEVELOPER shall cooperate and use their best efforts in defending any such action.

Effective this _____ day of _____, 2013.

COMBS CANYON, LLC, a Nevada
limited liability company

By: _____

CARSON CITY, a consolidated
municipality

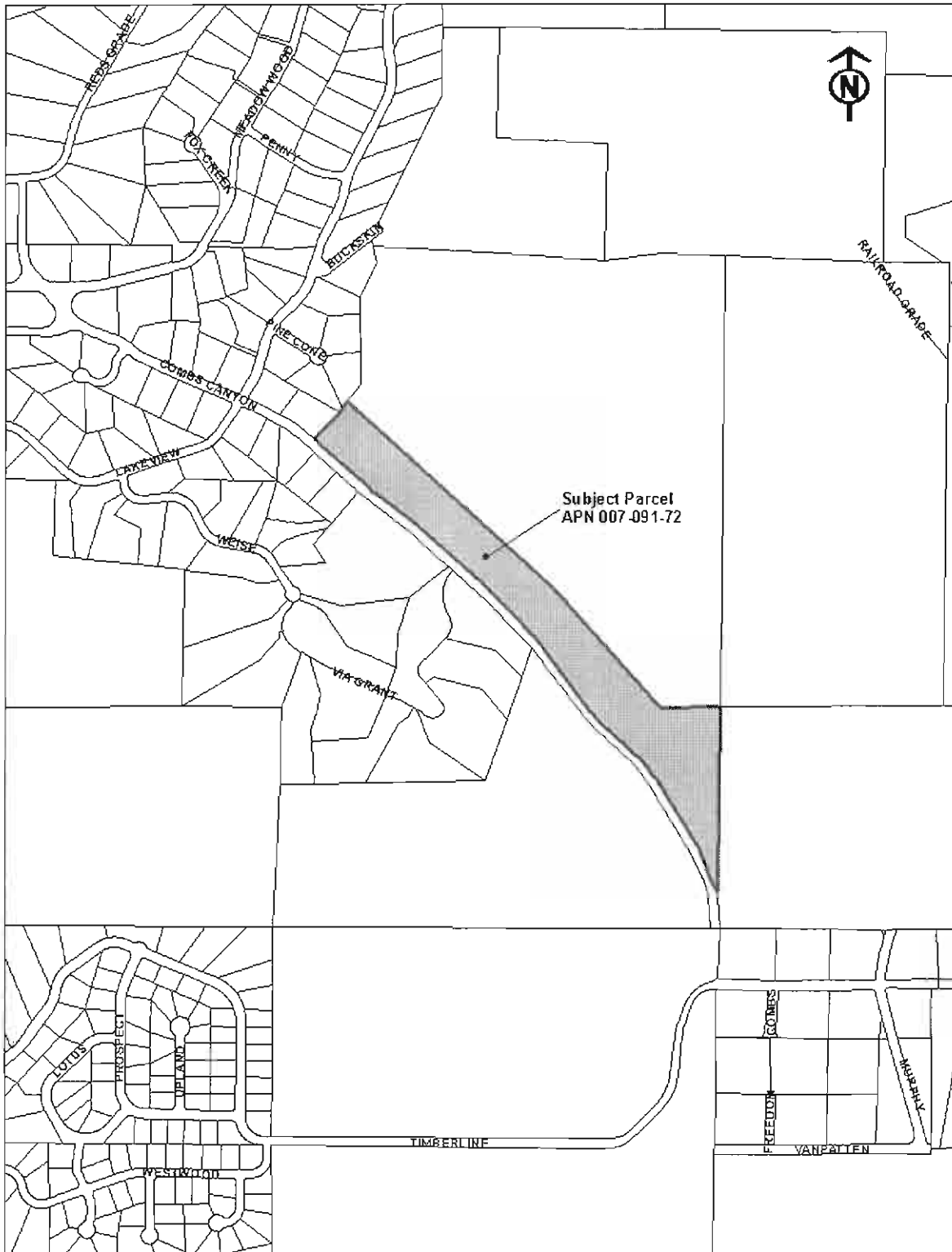
By: _____
ROBERT CROWELL, Mayor

Approved as to form:

CARSON CITY DISTRICT ATTORNEY

By: _____

EXHIBIT "A"





CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL
DEVELOPMENT SERVICES

★ CLERK ★
FILED

Time 4:11 p

MAY 22 2007

By L. King
Deputy
Carson City, Nevada

BOARD OF SUPERVISORS
MAY 17, 2007

NOTICE OF DECISION

A request for approval of an application for a Tentative Subdivision Map application known as Combs Canyon Phase II, from Lumos Engineering for Barton Properties, Inc., (property owners: Combs Canyon, LLC), that consists of 19 lots on approximately 25 acres, on property zoned Single Family One Acre (SF1A) located on Combs Canyon Road, APN 007-091-72, and, for a Variance application to allow a greater lot depth than allowed pursuant to the Carson City Municipal Code 18.04.190 Residential Districts Intensity and Dimensional Standards on four of the proposed 19 lots (lots 3-6) Combs Canyon Phase II, pursuant to the requirements of the Carson City Municipal Code.

The Board of Supervisors conducted a public hearing on May 17, 2007, in conformance with City and State legal requirements, and approved the Tentative Subdivision Map Application (File TSM-07-207) based on the findings of fact contained in the staff report and subject to the amended conditions of approval. The BOS also approved the Variance Application (File VAR-07-028) based on the findings of fact contained in the staff report and subject to the conditions of approval.

CONDITIONS OF APPROVAL

VARIANCE RECOMMENDED CONDITIONS OF APPROVAL:

The following shall be completed prior to commencement of the use:

1. The applicant must sign and return the Notice of Decision / conditions of approval within 10 days of receipt of notification. If the Notice of Decision is not signed and returned within 10 days, the item will be rescheduled for the next Planning Commission meeting for further consideration.
2. The applicant shall meet all the conditions of approval and commence the use (obtain and maintain a valid building permit) for which this permit is granted within two years of the date of final approval. A single, one-year extension of time may be granted if requested in writing to the Planning and Community Development Division 30 days prior to the one year expiration date. Should this

PLANNING DIVISION • 2621 Northgate Lane, Suite 62 • Carson City, Nevada 89706
Phone: (775) 887-2180 Fax: (775) 887-2278 E-mail: plandiv@ci.carson-city.nv.us

Variance not be initiated within two years and no extension granted, the Variance shall be come null and void.

Conditions required to be incorporated into the proposed development plan.

3. All development must be substantially in accordance with the development plans approved with this application, except as otherwise modified by the conditions of approval herein.
4. Approval of this Variance does not supersede the prohibition of building in any public utility easement(s) or drainage easements, if applicable.
5. This Variance is specific to allow an increase of the required maximum lot depth for four identified lots (lots 3-6).

The following shall be submitted or included as part of a building permit application:

6. The applicant must obtain a building permit from the Carson City Building and Safety Division for the proposed construction.
7. The applicant must submit a copy of the Notice of Decision / conditions of approval, signed by the applicant and owner.

TENTATIVE SUBDIVISION MAP RECOMMENDED CONDITIONS OF APPROVAL:

The following shall be completed prior to submittal of construction/improvement plans or final map.

1. The applicant must sign and return the Notice of Decision for conditions for approval within 10 days of receipt of notification. If the Notice of Decision is not signed and returned within 10 days, the item may be rescheduled for the next Planning Commission meeting for further considerations.
2. The Tentative Map must reflect a building envelope per each parcel and must include all dimensions and square footage of building envelopes. The building envelopes shall not include areas of a slope greater than 33%.

The following are specific conditions to be included in the design of the Improvement Plans:

3. There is an existing sight distance problem at the intersection of Combs Canyon and Timberline Roads. Vehicles turning east from Combs Canyon Road have limited visibility to oncoming vehicles coming down the hill from Timberline. One possible solution may be to cut down the hillside on the south side of the intersection in order to increase sight distance. This deficiency should be corrected prior to approval of final map.
4. Frontage improvements along Combs Canyon Road shall be designed to an urban standard for a collector with bike lanes in accordance with Dwg. No. C-1.11 and in accordance with the following:
 - a. Frontage improvements from the northwest boundary of the subject parcel (Lot 19) to 1,500 southeasterly (Lot 10) shall require a 17-foot half street pavement width.
 - b. Given topographical and utility related constraints, roadway widening from Lot 10 to the southeast boundary of the subject parcel (Lot 1) shall be accomplished by creating a 34-foot roadway section west of the existing curb line. This section was presented on the approved Tentative Map for Combs Canyon Phase I (TSM 06-168) and will require right of way dedication from APN 07-910-91 given that the center of the existing roadway lies west of the right of way centerline.
 - c. The frontage improvement transition between the aforementioned items a and b shall be accomplished in accordance with CCDS 12 and AASHTO requirements.
 - ~~d. Curbing along the edge of pavement is required to control drainage. The sidewalk is not required.~~
5. In accordance with CCDS 12.10 and 12.11.10, pavement sections shall be based on subgrade strength values determined by Resistance (R) Value or California Bearing Ratio (CBR) as shown in the Soils Engineering Report. Refer to CCDS Division 17 for soils report requirements. In no case shall the proposed pavement section be less than the minimum section prescribed in standard drawing C-1.11.
6. Storm drainage facility improvements shall be designed in accordance with CCDS Division 14. A Technical Drainage Study is required with submittal of Improvement Plans in accordance with CCDS 14.9 through 14.10.
7. In accordance with CCDS 15.3 sewer mains shall be analyzed to determine system capability to provide capacity for the ultimate tributary population. This

analysis shall be prepared by a qualified Nevada Civil Engineer.

8. "No Parking" signs shall be placed along the project frontage at minimum 250 foot on center spacing.

The following must be completed prior to submitting for a construction permit or final map:

9. The necessary Combs Canyon Road right of way dedication from APN 07-910-91 must be accomplished prior to submittal of improvement plans for Combs Canyon Phase II.
10. Regardless of the status of the Combs Canyon Phase I project, the 34-foot roadway section between Lots 1 and 10 must be designed and built or bonded for prior to recordation of the final map for Combs Canyon Phase II.
11. Final improvement plans for the development must be prepared in accordance with CCDS Division 19 and the Standard Specifications and Details for Public Works Construction, as adopted by Carson City.
12. The applicant must obtain a dust control and stormwater pollution prevention permit from the Nevada Division of Environmental Protection (NDEP). The site grading must incorporate proper dust control and erosion control measures.
13. The applicant shall adhere to all City standards and requirements for water and sewer systems, grading and drainage and street improvements.
14. A detailed storm drainage analysis, water system analysis, and sewer system analysis shall be submitted to the Development Engineering Division prior to approval of a final map.

General conditions:

15. The Planning Director and the District Attorney's Office must approve the development's Conditions Covenants & Restrictions (CC&R's) prior to the recording of the final map.
16. TSM-07-027 approval is contingent upon the approval of Variance VAR-07-028.

17. Prior to the recordation of the final map, the associated improvements must either be constructed and approved by the city, or the specific performance of said work secured by providing the city with a proper surety in the amount of 150% of the engineers estimate. In either case, upon acceptance of the improvements by the city, the developer shall provide the city with a proper surety in the amount of 10% of the engineers estimate to secure the Developers obligation to repair defects in workmanship and materials which appear in the work within one year of acceptance by the city.
18. The improvement plans and final map must comply with the recommendations contained in the project soils and geotechnical report.
19. A "will serve" letter from the City water and wastewater utilities must be requested and obtained by the applicant. The will serve letter must be provided to the Nevada Division of Environmental Protection prior to approval of the final map. The applicant must meet all the requirements of and obtain approval from the Nevada Division of Environmental Protection for the subdivision.
20. Animals and fowl as defined in CCMC Title 18, Section 18.03 (Definitions) are prohibited within the Combs Canyon II Subdivision. The development's CC&R's or deeds must include this statement.
21. In order to assure the proper placement of primary structure/accessory structures, all building permit submittals must show building envelopes and setbacks in addition to the items required for the building permit process.
22. The proposed lots must **not** be further parceled, split or divided in any manner that will result in additional residential lots.
23. Placement of all proposed and existing utilities must be underground within the subdivision.
24. Evidence from the City Health Department and Fire Department that the applicable department's requirements have been satisfied, including but not limited to the location of all fire hydrants.
25. Notes shall be added to the final map:
 - A. "These parcels are subject to Carson City's Growth Management Ordinance and all property owners shall comply with provisions of said ordinance."

- B. "All development shall be in accord with Tentative Map (TSM-07-027)."
 - C. "All development shall be in accord with Variance (VAR-07-028)."
 - D. "There shall be no structures allowed to be constructed/erected/located outside the building envelopes shown on this map."
 - E. "Animals and fowl as defined in CCMC Title 18, Section 18.03 Definitions are prohibited within the Combs Canyon Subdivision."
 - F. "The proposed lots must not be further parceled, split or divided in any manner that will result in additional residential lots."
- 26. Hours of construction for site improvement work are limited to 7:00 a.m. to 7:00 p.m. Monday through Friday, and 7:00 a.m. to 5:00 p.m. Saturday. Inspectors may issue cease work orders for violations of the hours of construction.
 - 27. Building permits for home construction will not be issued until streets and infrastructure improvements are deemed substantially complete by the City.
 - 28. A Final Subdivision Map for the property must be recorded within two years of the date of Tentative Subdivision Map approval by the Board of Supervisors. The applicant is responsible for complying with the required conditions of approval and submitting a final map that complies with all conditions of approval at least 30 days prior to the tentative map expiration date. A one-year extension of the tentative map approval period may be granted by the Board of Supervisors upon written request at least 30 days prior to the tentative map expiration date. All dates are pursuant to CCMC and NRS requirements.
 - 29. This development is within the designated "wildland urban interface" and must comply with all codes and ordinances applicable to the development. CCMC Title 14 defines conditions for compliance such as access, water supply, fire sprinkler systems, ignition resistant building construction, fuel modification and defensible space, spark arresters and storage and use of LPG and fuel materials.
 - 30. All development in hillside areas must comply with provisions contained in the pamphlet entitled "Wildfire Protection for Homeowners and Developers"

prepared by the Sierra Front Wildfire Cooperators.

31. Parcels located at or above 5,000 feet above sea level will require structures to be designed by a Nevada Licensed Engineer due to the snow loading.
32. Plan submittal shall meet the current Carson City Building Division requirements for residential construction.
33. Provide a Drainage Site Plan with each permit application, with the finished grade drainage around the perimeter of the proposed dwelling indicated. The finished grade must have a minimum of six inches of fall for the first 10 feet (five percent minimum) away from the foundation; however, finished grade must not allow the drainage to flow towards neighboring structures or across property lines. Drainage should either flow toward the public right of way, or provisions should be made to retain run off on the property until it is absorbed by the soil. ('03 IRC R401.3)
34. The applicant/developer shall work with the City to develop the necessary trail connectivity across this project as required by the Unified Pathways Master Plan. The development shall provide a 30 foot wide public access/construction easement, as required on private property along Combs Canyon Road to the development's northern and southern boundaries. Within this easement will be a unpaved/single tract trail, four foot in width. In cooperation with the Carson City Parks and Recreation Department, the developer shall establish a final alignment for lot # one only of the trail as part of the subdivision's improvement plans. Any easements needed to construct the trail within private lots must be shown as a public access easement on the final map.

1. It is the Parks and Recreations Department's expectation that the required 4' wide path located along Combs Canyon Road for lot # one only will be constructed in conjunction with all the project's street frontage and utility improvements.

2. Assuming above mentioned #1, that the path is constructed with the above mentioned improvements, there will be no need for a 30' wide construction easement.

3. When the path is constructed by the developer with the above referenced improvements, the Parks and Recreation Department will only need a 15' wide public access and maintenance easement on any private property the trail crosses.

~~4. Once the path has been constructed and accepted by the Parks and Recreation Department, any future development or grading activities near the path on the individual residential lots or with in the street right of way will be required to protect the trail facility from any construction disturbances. In addition, the developer will be required to coordinate with the City's Engineering Department and the Parks and Recreation Department on any future driveway crossings.~~

35. Before a certificate of occupancy may be issued for any structure on a parcel covered by this Section, the project engineer shall certify in writing that the improvements as built are in compliance with regulation of Chapter 18.08.020.
36. The proposed development must comply with the standards for drainage improvements, driveways and parking, slope stabilization, placement of utilities, buildable area standards, setbacks, fire protection and maintenance of improvements as contained in Division 7 Hillside Development. Engineered grading, drainage, erosion control and re-vegetation plans will be required prior to individual lot development. Maximum allowable driveway slope will be 12%.
37. The residential units within the development will be subject to the collection of Residential Construction Tax.
38. Each single family dwelling site will be designed to accommodate maneuvering of all vehicles and to provide guest parking as required by Division 1 parking.
39. The applicant shall retain a qualified consultant to prepare a Fuel Management Plan for review and approval by the CCFD prior to final map approval. Enforcement of the Fuel Management Plan shall be required of the Homes Owners Association as long as the subdivision contains 11 or more habitable lots.
40. The applicant will work with the Carson City School District to determine the most appropriate site for a bus stop location.
41. The applicant will work with the Carson City Post Office and Carson City to determine the most appropriate location for the rural cluster mail boxes in groups of two or three per the diagram provided by the Growth Management Coordinator of the Carson City Main Post Office dated March 28, 2007.
42. The trail as proposed by the applicant shall meet all Carson City design standards.
43. Prior to submittal of any final map or parcel maps, Development Engineering shall review and approve all on-site and off-site improvements.
44. All final maps must be in substantially in accordance to the Directors satisfaction with the approved tentative map.

45. All other departments and State agencies conditions of approval, which are attached, shall be incorporated as conditions of approval.
46. All lot areas and lot widths shall meet the zoning requirements approved as part of this tentative map with the submittal of any parcel map or preferably final map.
47. Lots not planned for immediate development shall be left undisturbed and mass grading and clearing of natural vegetation shall not be allowed. Any and all grading shall comply with City standards. A grading permit from the Nevada Division of Environmental Protection shall be obtained prior to any grading. Noncompliance with this provision shall cause a cease and desist order to halt all grading work.
48. Parking is **prohibited** along Combs Canyon Road during construction and following completion of required improvements.

Supplemental TSM-07-027 Conditions of Approval

1. Cut and fill slopes along the entire Combs Canyon Road project frontage shall be set back a minimum of seven feet (7') from the back of curb in accordance with Carson City Development Standards (CCDS) 12.12.12. This setback area should be graded at 2% slope draining to the roadway gutter.
2. Curb, gutter and five-foot-wide (5') sidewalk shall be constructed along the entire Combs Canyon Road project frontage in accordance with Carson City Standard Detail C-1.13.
3. Each lot is required to have two (2) paved auxiliary parking spaces adjacent to the driveway approach. Each parking space shall be a minimum of twenty-five feet (25') in length and eight feet (8') in width, situated parallel to the roadway centerline, and graded at 2% slope draining to the roadway gutter. The parking stalls shall be located behind the sidewalk so as to not to impede pedestrian traffic or interfere with windrowing of snow. The parking stalls will be accessed via concrete driveway aprons in accordance with Carson City Standard Detail C-1.14. The two parking spaces may both be located on one side of the driveway in a tandem configuration (one vehicle in front of the other), or situated one space on each side of the driveway.
4. Proposed onsite stormwater infiltration systems for roof and driveway runoff

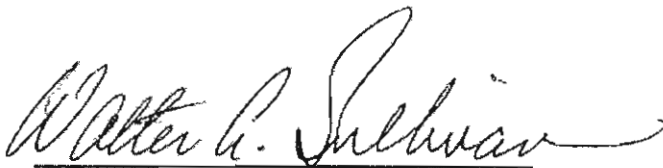
(reference letter prepared by Randall M. Long, P.E. of Lumos & Associates dated 12/28/06) will require specific review and recommendation by a qualified geotechnical engineer. The qualified engineer should evaluate and analyze onsite soils to determine whether infiltration is suitable and won't result in slope instabilities. If suitable, then specific design parameters should be provided such as infiltration rate, depth and geometry of trench, factors of safety, overflow measures, inspection and testing requirements during installation, and any other recommendations to ensure proper design, construction, maintenance and long term viability of onsite infiltration systems. If the use of onsite infiltration facilities proves to be unsuitable, then there will need to be an onsite detention system provided to limit flows from a 5-year storm to pre-developed conditions in accordance with CCDS 14.1.8. That may require elimination of one or more lots.

5. Analysis of offsite drainage improvements shall address gutter flow along the Combs Canyon Road frontage and how this flow will be adequately conveyed to Combs Canyon Creek. Results of this analysis may require construction of storm drain inlets and piped storm drain system along the project frontage or immediately downstream of the site if it is determined that gutter capacity is inadequate. At a minimum, the project will be required to provide offsite drainage facilities in order to adequately convey runoff from Combs Canyon Road to Combs Canyon Creek. This was identified in a letter prepared by Randall M. Long, P.E. of Lumos & Associates dated 12/28/06.
6. The Conditions, Covenants and Restrictions (CC&Rs) for the homeowner's associated shall adequately address snow removal from sidewalks, auxiliary parking spaces, driveways and turn-around areas. Snow removal from these areas will be the responsibility of the individual homeowner and/or homeowner's association. Carson City Municipal Code (CCMC) 11.12.070 states specifically that snow removal is the responsibility of the owner of the parcel that abuts the sidewalk area. The connectivity identified on the Carson City Unified Pathways Master Plan specifically noted on lot # one of Combs Canyon II will be required.
7. An adequate area shall be provided at the top of each driveway in order to allow vehicles to back out of the garage and turn around in accordance with CCDS 12.12.2. The suggested minimum dimension is 12' by 12'.

Stipulation:

1. The developer and or home owners association will maintain the required 4 foot wide path, specifically the connectivity across this project as required by the Unified Pathways Master Plan, located on lot # one only.

This decision was made on a vote of 5 ayes, 0 nays, and 0 absent.

A handwritten signature in cursive script, reading "Walter A. Sullivan".

Walter A. Sullivan, AICP
Planning Director

Mailed 5/23/07, By RNIT



Carson City Planning Division

108 E. Proctor Street
Carson City, Nevada 89701
(775) 887-2180 – Hearing Impaired: 711
planning@carson.org
www.carson.org/planning

MEMORANDUM

Board of Supervisors Meeting of May 2, 2013

TO: Board of Supervisors

FROM: Lee Plemel, AICP, Planning Director

DATE: April 19, 2013

SUBJECT: Combs Canyon II Development Agreement—Tentative Map time extension

The Combs Canyon II Tentative Subdivision Map was approved by the Board of Supervisors in May 2007. In September 2010, a two year extension of the approval was granted by the Board of Supervisors. The approvals would expire on May 17, 2013, if no further action is taken.

The developer has submitted a request to enter into a development agreement pursuant to the provisions of NRS 278.360 and CCMC 17.06.015 and 17.08 in order to extend the Tentative Subdivision Map approvals. The agreement, if approved, would give the applicant an additional four years, to May 17, 2017, to record a final map for the subdivision. Prior development agreements approved by the Board of Supervisors have extended subdivision approvals by 2-3 years. Both NRS and the Carson City Municipal Code allow extensions of tentative map approvals by development agreement.

The Combs Canyon II subdivision is located on the east side of Combs Canyon Road, north of Timeline Drive (refer to the vicinity map in Exhibit "A" included with the development agreement). The subdivision was approved for 19 single-family residential lots on approximately 25 acres. The property is zoned SF1A (Single Family One Acre), and each proposed lot meets the minimum required lot size of one acre.

Extensions for subdivision approvals have routinely been granted over the last few years. Numerous subdivisions were approved between 2005 and 2008, but the housing market has resulted in most of these subdivisions not moving forward with final maps. Some subdivision approvals have expired by inaction, while others remain valid or development agreements have been entered into with the City to keep the approvals valid.

Since the original approval of the Combs Canyon II subdivision in 2007, there has been no further Master Plan or Zoning Map changes in the vicinity. The Board of Supervisors may at some time determine that approved residential subdivisions for which construction has not begun should no longer be extended.

Please contact Lee Plemel at 283-7075 or lplemel@carson.org if you have any questions regarding this item.

Attachment: Approved subdivisions list

Approved Tentative Subdivision/PUD Maps with Lots Pending to Record

Development Name	Approval Date	Expiration Date	Extension Available to:	File No.	Remaining Lots	Notes
Silver Oak PUD	Oct-93	7/27/2013	Yes*	P-93/94-1	489	* Extensions may be granted per development agreement; last map recorded 7/27/07, parcel map for portion of Phase 17
Schulz Ranch	Oct-05	8/21/2014	Yes*	TSM-05-144	521	* Extensions may be granted per development agreement.
Clearview Ridge	Sep-06	9/6/2014	Yes*	TPUD-06-146	73	* Extensions may be granted per development agreement.
Ross Park PUD	Mar-07	3/15/2016	Yes*	TPUD-07-010	23	* Extensions may be granted per development agreement.
Combs Canyon II	May-07	5/17/2013	None	TSM-07-027	19	
City View Green Homes	Apr-09	4/2/2013	4/2/2015	TSM-09-003	7	
Combs Canyon I	Oct-06	10/19/2012	EXPIRED	TSM-06-168	0	EXPIRED; No extension granted before deadline.
Mills Landing	Dec-06	12/18/2012	EXPIRED	TPUD-07-202	0	EXPIRED; No extension requested.
Nye Circle PUD	Oct-07	10/18/2011	EXPIRED	TPUD-07-107	0	EXPIRED; No extension requested.
Summerhawk	Apr-07	4/19/2011	EXPIRED	TSM-06-203	0	EXPIRED; No extension requested.
Corte Reale	Feb-06	2/16/2012	EXPIRED	TPUD-05-229	0	EXPIRED; No extension requested.
East Ridge Village	Jun-08	6/19/2012	EXPIRED	TSM-08-043	0	EXPIRED; No extension requested.

Total: 1,132

Updated: March 2013