

Mem # 3-2D

City of Carson City
Agenda Report

Date Submitted: 12/26/06

Agenda Date Requested: 01/04/07
Time Requested: Consent

To: Mayor and Supervisors
From: Development Services

Subject Title: Action to rescind and cancel Ordinance #1991-39, a Sewerline Reimbursement Agreement between Carson City and Holmes Enterprises regarding former APN 008-054-10, APN 008-054-11 and APN 008-054-12, located on N. Carson Street, Carson City, Nevada; and authorize the Mayor to sign the Cancellation.

Staff Summary: Staff is requesting that the Board of Supervisors approve the cancellation of a Sewerline Reimbursement Agreement between Carson City and Holmes Enterprises regarding former APN 008-054-10, APN 008-054-11 and APN 008-054-12 located on N. Carson Street, Carson City, Nevada.

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: to rescind and cancel Ordinance #1991-39, a Sewerline Reimbursement Agreement between Carson City and Holmes Enterprises regarding former APN 008-054-10, APN 008-054-11 and APN 008-054-12, located on N. Carson Street, Carson City, Nevada; 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 August 12, 2001, 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, §3 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 #1991-39 and Sewerline Reimbursement Agreement Release and Cancellation

Prepared By: Eva Chwalisz, Management Assistant

Reviewed By: [Signature] Date: 12/13/06
(Deputy City Engineer)

Concurrences: [Signature] Date: 12/26/06
(Department Head)

[Signature] Date: 12/26/06
(City Manager)

Melanie Boukatta Date: 12-26-06
(District Attorney)

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 Holmes Enterprises regarding previously property assessor's parcel numbers APN 008-054-10, APN 008-054-11 and APN 008-054-12, located on N. Carson Street, Carson City, Nevada.

RECORDING INFORMATION: Recorded #118872, August 12, 1991

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 August 12, 2001, which was ten (10) years from the date of Board Supervisors approval. There has been no reimbursement from owners benefitted by this Agreement with in ten (10) year period. CURRENT OWNER is no longer eligible to receive reimbursement.

Accordingly, the CITY hereby approves the above-referenced Sewerline 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 Sewerline Reimbursement Agreement. In addition, the CITY and the CURRENT OWNER or the heirs, executors, administrators, successors and assigns agree that this release and cancellation shall be recorded in Carson City Clerk Recorder Office.

CITY:

APPROVED AS TO FORM:

Marv Teixeira, Mayor

District Attorney's Office

ATTEST:

Alan Glover, Clerk/Recorder

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDINANCE NO. 1991-39

BILL NO. 135

AN ORDINANCE APPROVING A SEWER MAIN REIMBURSEMENT AGREEMENT BETWEEN CARSON CITY AND HOLMES ENTERPRISES REGARDING ASSESSOR'S PARCEL NO. 8-054-10, 8-054-11, AND 8-054-12, LOCATED ON N. CARSON STREET, CARSON CITY, NEVADA

Fiscal effect:

CARSON CITY BOARD OF SUPERVISORS DOES HEREBY ORDAIN:

SECTION I:

WHEREAS, Carson City desires to enter into a Sewer Main Reimbursement Agreement with HOLMES ENTERPRISES concerning the development of land known as Assessor's Parcel No. 8-054-10, 8-054-11, and 8-054-12 located on N. Carson Street, Carson City, Nevada, and

WHEREAS, the Carson City Board of Supervisors finds that the contents of the Sewer Main Agreement conform with Carson City Municipal Code (CCMC) 12.05.050, Paragraph 3; and

WHEREAS, the Board of Supervisors finds that the provisions of the Sewer Main Reimbursement agreement are consistent with Carson City's sewer plan.

NOW, THEREFORE, the Board of Supervisors hereby approves by ordinance a sewer main reimbursement agreement between Carson City and HOLMES ENTERPRISES for Assessor's Parcel No. 8-054-10, 8-054-11, and 8-054-12 located on N. Carson Street, Carson City, Nevada, said agreement being attached and incorporated herein as Exhibit "A".

The Board of Supervisors further directs that the City Clerk shall cause a certified copy of this ordinance and the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

original sewer main reimbursement agreement to be filed with the
Carson City Recorder.

PROPOSED this 11th day of July, 1991

PROPOSED by Supervisor Tom Tatro

PASSED on the 1st day of August, 1991

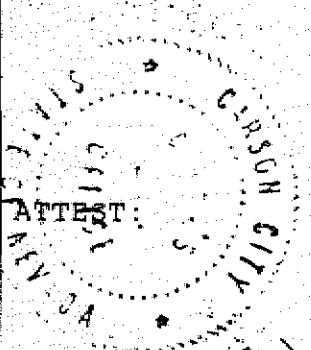
VOTE: AYES:

- Greg Smith
- Tom Fetic
- Tom Tatro
- Kay Bennett
- Marv Teixeira, Mayor

NAYES: None

ABSENT: None

Marv Teixeira
MARV TEIXEIRA, Mayor



Kiyoshi Nishikawa
KIYOSHI NISHIKAWA, Clerk-Recorder

This ordinance shall be in force and effect from and after the
12th day of August, 1991.

1
2 EXHIBIT "A"
3 SEWER MAIN REIMBURSEMENT AGREEMENT
4 Assessor's Parcel No. 08-054-10,
5 08-054-11, and 08-054-12 located on
6 N. Carson St., Carson City, Nevada

7 THIS AGREEMENT, dated this 1st day of August
8 1991, between HOLMES ENTERPRISES, hereinafter referred to as
9 "APPLICANT", party of the first part, and CARSON CITY, NEVADA, a
10 municipal corporation, hereinafter referred to as "CITY", party of
11 the second part.

12 WITNESSETH:

13 WHEREAS, the APPLICANT desires to construct a new sewer main
14 to the site; and

15 WHEREAS, the APPLICANT is front-ending such sewer main
16 improvements which will benefit owners of Assessor's Parcel Number
17 8-054-13 on N. Carson Street to the extent of 20.36% and Assessor's
18 Parcel Number 8-055-04 on N. Carson to the extent of 8.37% required
19 reimbursement to APPLICANT upon connection to the extended sewer
20 main; and

21 WHEREAS, the Carson City Municipal Code (CCMC), Section
22 12.05.050, places the following requirements upon APPLICANT:

23 12.05.050 Extension of sewer mains. 1. General
24 requirements. In the event that provisions of this chapter
25 required the owner to extend the City sewer, then the owner shall
26 extend the sewer main along the entire frontage of his parcel
27 unless it is found by the Public Works Director to be physically
28 improper to do so.

2. Participation. The application shall be responsible

1
2 for the construction of the sewerline system (or sewerline system
3 costs) along any of the property sides or frontages of the property
4 along which a sewerline is needed for the overall completeness and
5 continuity of the City's sewer main system. The applicant shall
6 also be responsible for the necessary and required system of
7 sewerline within the interior of the tract of land.

8 The applicant shall construct all needed sewer line (of
9 approved sizes) within and along all sides or frontages of any
10 piece of property prior to final approval of the development and/or
11 the issuance of any certificate of occupancy. "Phased"
12 construction of the sewerline system may also be specifically
13 allowed if provided for in a development agreement between the
14 applicant and the City. In lieu of actually constructing said
15 required sewerline system, the applicant shall obtain a bond in a
16 form acceptable to the City to fully cover 150% (one hundred and
17 fifty percent) of the estimated cost of the sewerline system. The
18 applicant may also present a cash deposit, Letter of Credit, or
19 similar method of financing the costs, but in that event the
20 estimated cost shall be based upon 150% of City's cost of
21 construction which would include statutorily required wage rates.

22 Wherever an applicant is required to construct a
23 sewerline from the applicant's respective property to the nearest
24 sewerline outside of the applicant's respective property, and
25 where, in the opinion of the Public Works Director it is necessary
26 that a sewer line be constructed of a larger size than the minimum
27 size needed to serve such property and that such extended sewerline
28

1
2 will be or can be used in the collection of sewage from adjacent
3 properties, the Public Works Director shall require the applicant
4 to construct the larger size sewer line in accordance with the
5 plans and specifications as approved by the Director. Should the
6 City require an oversized sewerline, the City will reimburse the
7 applicant for the costs of the additional sewer line size as long
8 as said line is greater than 10 inches in diameter, as set forth
9 in sewerline extension agreement or a development agreement.

10 When the City agrees to pay for an increase in sewerline
11 size, at least three (3) proposals, signed and prepared by a
12 contractor, shall be required which show the comparable cost of the
13 incremental increase requested by the City. The City shall select
14 the proposal most beneficial to it. In no event shall City pay
15 more than the lowest proposal presented.

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

23 When the applicant is required to extend a sewerline, he
24 shall "front-end" the entire cost of the sewerline construction and
25 shall be responsible for the actual construction of said sewerline.
26 Any owners of properties to be served by the extended sewerline
27 will thereafter be responsible for reimbursing the first property
28

1
2 owner for a pro rata share of the costs of the sewerline system at
3 the time said subsequent owners begin to plat, parcel, develop or
4 build upon their parcels.

5 The pro rata shares for the applicant and all subsequent
6 owners benefitted by the extended sewerline shall be determined
7 prior to the City entering into the reimbursement agreement. The
8 City shall collect a 15% administrative fee from the applicant who
9 front-ended the sewerline construction upon reimbursement.

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

15 4. Any facilities installed pursuant to this section
16 shall become the property of the City upon inspection and approval
17 of the City.

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

21 1. APPLICANTS shall install all required sewer main
22 improvements at this time from the existing CITY sewer main to and
23 including all of their frontage along N. Carson Street at the time
24 of the construction with all the costs front-ended by the
25 APPLICANTS.

26 2. APPLICANTS agree that they will totally front-end the
27 cost of the sewer main improvements and in no case pay less than
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

71.27% of the final invoice before receiving reimbursements, but not including that portion of the sewerline paid for by the City, plus upon the first reimbursement from subsequent owners benefitting from the sewer main extension pay to the CITY 15% administrative fee based on the subsequent owner's share of the final invoice total.

3. APPLICANTS agree 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.

Parcel Number	<u>Percent Assessment</u>		
	<u>Total 15% = \$1,008.43</u>	<u>Reimbursement</u>	<u>15%</u>
08-054-10, 11 & 12			
Applicant	71.27		
08-054-13	20.36	4,764.24	714.64
08-055-04	8.37	1,958.58	293.79

x = Total final Invoice/Cost of Construction (\$23,400.00)
*Based on pro rated share of benefitting land area.

Each subsequent owner benefitted by the sewer main 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.

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPLICANTS:

J. G. Holmes

Agent for HOLMES ENTERPRISES,
J.G. HOLMES

State of Nevada)
) ss:
Carson City)

On the 31st day of July, 1991, personally
appeared before me a Notary Public, J.G. Holmes, who acknowledged
to me that they executed the within document.



Katherine L. McLaughlin
NOTARY PUBLIC

BY: *Marv Teixeira*
MARV TEIXEIRA, MAYOR

ATTEST:

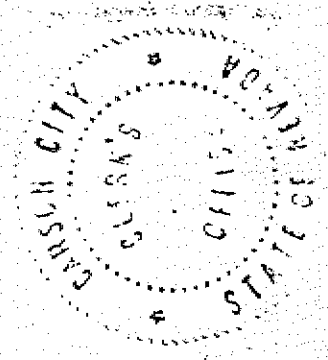
Kiyoshi Nishikawa
KIYOSHI NISHIKAWA, CLERK-RECORDER

APPROVED AS TO FORM:

Michael T. Sugh
DEPUTY DISTRICT ATTORNEY

APPROVED AS TO FINANCIAL IMPACT:

Mary C. Walker by mck
MARY C. WALKER
FINANCE DIRECTOR



APPROVED:
Daniel K. O'Brien
DANIEL K. O'BRIEN
PUBLIC WORKS DIRECTOR

CARSON CITY PUBLIC WORKS DEPARTMENT

TITLE:

SEWERLINE REIMBURSEMENT AGREEMENT FOR
HOLMES ENTERPRISES, N. CARSON ST.

DIRECTOR: DANIEL K. O'BRIEN

DRAWN BY: T. STARR

DATE: 6/10/91

SCALE: 1" = 40'

SHEET 7 OF 7

