

Mem # 3-2c

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 #1989-27, a Sewerline Reimbursement Agreement between Carson City and Stanton Park Development, Inc., regarding former APN 010-061-75, known as Shadow Hills Development II, Carson City, Nevada; which benefitted previous owners of APNs: 010-051-14 on Fairview Drive, 010-051-15 on Fairview Drive, 010-051-16 on Fairview Drive, 010-051-17 on Fairview Drive, 010-061-06 on Fairview Drive, 010-061-52 on Fairview Drive, 010-061-53 on Fairview Drive, 010-061-16 on Fairview Drive, 010-061-17 on Fairview Drive, 010-061-59 on Fairview Drive, 010-061-44 on Lompa Lane, 010-061-47 on Lompa Lane, 010-061-60 on Lompa Lane, 010-061-61 on Lompa Lane, 010-061-62 on Lompa Lane, 010-061-15 on Lompa Lane, 010-061-20 on Lompa Lane, 010-061-21 on Lompa Lane, 010-061-22 on Lompa Lane, 010-061-14 on Lompa Lane, 010-061-37 on Lompa Lane, 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 the Sewerline Reimbursement Agreement between Carson City and Stanton Park Development, Inc.

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 #1989-27, a Sewerline Reimbursement Agreement between Carson City and Stanton Park Development, Inc., regarding former APN 010-061-75, known as Shadow Hills Development II, Carson City, Nevada; which benefitted previous owners of APNs: 010-051-14 on Fairview Drive, 010-051-15 on Fairview Drive, 010-051-16 on Fairview Drive, 010-051-17 on Fairview Drive, 010-061-06 on Fairview Drive, 010-061-52 on Fairview Drive, 010-061-53 on Fairview Drive, 010-061-16 on Fairview Drive, 010-061-17 on Fairview Drive, 010-061-59 on Fairview Drive, 010-061-44 on Lompa Lane, 010-061-47 on Lompa Lane, 010-061-60 on Lompa Lane, 010-061-61 on Lompa Lane, 010-061-62 on Lompa Lane, 010-061-15 on Lompa Lane, 010-061-20 on Lompa Lane, 010-061-21 on Lompa Lane, 010-061-22 on Lompa Lane, 010-061-14 on Lompa Lane, 010-061-37 on Lompa Lane, 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 September 25, 1999, 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 #1989-27 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 Burkett 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 Stanton Park Development, Inc., regarding previously property assessor's parcel numbers APN 010-061-75, know as Shadow Hills Development II, Carson City, Nevada; which benefitted previously owners of APNs: 010-051-14 on Fairview Drive, 010-051-15 on Fairview Drive, 010-051-16 on Fairview Drive, 010-051-17 on Fairview Drive, 010-061-06 on Fairview Drive, 010-061-52 on Fairview Drive, 010-061-53 on Fairview Drive, 010-061-16 on Fairview Drive, 010-061-17 on Fairview Drive, 010-061-59 on Fairview Drive, 010-061-44 on Lompa Lane, 010-061-47 on Lompa Lane, 010-061-60 on Lompa Lane, 010-061-61 on Lompa Lane, 010-061-62 on Lompa Lane, 010-061-15 on Lompa Lane, 010-061-20 on Lompa Lane, 010-061-21 on Lompa Lane, 010-061-22 on Lompa Lane, 010-061-14 on Lompa Lane, 010-061-37 on Lompa Lane, Carson City, Nevada.

RECORDING INFORMATION: Recorded #148343, September 25, 1989

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 September 25, 1999, 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

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ORDINANCE NO. 1989-27

BILL NO. 128

AN ORDINANCE APPROVING A SEWER MAIN REIMBURSEMENT AGREEMENT BETWEEN CARSON CITY AND STANTON PARK DEVELOPMENT, INC., REGARDING ASSESSOR'S PARCEL NO. 10-061-75, KNOWN AS SHADOW HILLS DEVELOPMENT II.

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 Stanton Park Development, Inc., concerning the development of land known as Assessor's Parcel No. 10-061-75, known as Shadow Hills Development II; and

WHEREAS, the Carson City Board of Supervisors finds that the contents of the sewer main agreement conform with Carson City Municipal Code 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 Stanton Park Development, Inc., for Assessor's Parcel No. 10-061-75, known as Shadow Hills Development II, 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 original sewer main

1 reimbursement agreement to be filed with the Carson City Recorder.

2 PROPOSED this 17th day of August, 1989

3 PROPOSED by Supervisor Tom Feticc

4 PASSED on the 12th day of September, 1989

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6 VOTE:

AYES: Ron Swirczek

Kay Bennett

Mary Teixeira, Mayor

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NAYES: None

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ABSENT: Tom Feticc

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Mary Teixeira
MARY TEIXEIRA, MAYOR

15 ATTEST:

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Alan Glover
ALAN GLOVER, CLERK-RECORDER

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This ordinance shall be inforce and effective from and after the

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25th day of September, 1989

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EXHIBIT "A"

SEWER MAIN REIMBURSEMENT AGREEMENT

Assessor's Parcel No. 10-061-75

Shadow Hills Development II

THIS AGREEMENT, dated this _____ day of _____,

between Stanton Park Development II hereinafter referred to as "APPLICANT", party of the first part, and CARSON CITY, NEVADA, a municipal corporation, hereinafter referred to as "CITY", party of the second part.

WITNESSETH:

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

WHEREAS, the APPLICANT is front-ending such sewer main improvements which will benefit owners of Assessor's Parcel Number 10-051-14 on Fairview Drive to the extent of 7.0%, Assessor's Parcel Number 10-051-15 on Fairview Drive to the extent of 7.0%, Assessor's Parcel Number 10-051-16 on Fairview Drive to the extent of 7.0%, Assessor's Parcel Number 10-051-17 on Fairview Drive to the extent of 7.0%, Assessor's Parcel Number 10-061-06 on Fairview Drive to the extent of 4.0%, Assessor's Parcel Number 10-061-52 on Fairview Drive to the extent of 1.0%, Assessor's Parcel Number 10-061-53 on Fairview Drive to the extent of 4.0%, Assessor's Parcel Number 10-061-16 to the extent of 8.0%, Assessor's Parcel Number 10-061-17 on Fairview Drive to the extent of 2.0%, Assessor's Parcel Number 10-061-59 on Fairview Drive to the extent of 3.0%, Assessor's Parcel Number 10-061-44 on Lompa Lane to the extent of 3.0%, Assessor's Parcel Number 10-061-47 on Lompa Lane to the extent of 4.0%, Assessor's Parcel Number 10-061-60 on Lompa Lane to the extent of

- 1 1.0%, Assessor's Parcel Number 10-061-61 on Lompa Lane to the extent of
- 2 1.0%, Assessor's Parcel Number 10-061-62 on Lompa Lane to the extent of
- 3 1.0%, Assessor's Parcel Number 10-061-15 on Lompa Lane to the extent of
- 4 3.0%, Assessor's Parcel Number 10-061-20 on Lompa Lane to the extent of
- 5 2.0%, Assessor's Parcel Number 10-061-21 on Lompa Lane to the extent of
- 6 1.0%, Assessor's Parcel Number 10-061-22 on Lompa Lane to the extent of
- 7 1.0%, Assessor's Parcel Number 10-061-14 on Lompa Lane to the extent of
- 8 4.0%, Assessor's Parcel Number 10-061-37 on Lompa Lane to the extent of
- 9 2.0%; and

10 WHEREAS, the Carson City Municipal Code (CCMC), Section 12.05.050,
 11 places the following requirements upon APPLICANT;

12 12.05.050 Extension of sewer mains. 1. General requirements. In
 13 the event that provisions of this chapter required the owner to extend
 14 the City sewer, then the owner shall extend the sewer main along the
 15 entire frontage of his parcel unless it is found by the Public Works
 16 Director to be physically improper to do so.

17 2. Participation. The applicant shall be responsible for the
 18 construction of the sewerline system (or sewerline system costs) along
 19 any of the property sides or frontages of the property along which a
 20 sewerline is needed for the overall completeness and continuity of the
 21 City's sewer main system. The applicant shall also be responsible for
 22 the necessary and required system of sewerline within the interior of
 23 the tract of land.

24 The applicant shall construct all needed sewerline (of approved
 25 sizes) within and along all sides or frontages of any piece of property

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1 prior to final approval of the development and/or the issuance of any
2 certificate of occupancy. "Phased" construction of the sewerline system
3 may also be specifically allowed if provided for in a development
4 agreement between the applicant and the City. In lieu of actually
5 constructing said required sewerline system, the applicant shall obtain
6 a bond in a form acceptable to the City to fully cover 150% (one hundred
7 and fifty percent) of the estimated cost of the sewerline system. The
8 applicant may also present a cash deposit, Letter of Credit, or similar
9 method of financing the costs, but in that event the estimated costs
10 shall be based upon 150% of City's cost of construction which would
11 include statutorily required wage rates.

12 Wherever an applicant is required to construct a sewerline from the
13 applicant's respective property to the nearest sewerline outside of the
14 applicant's respective property, and where, in the opinion of the Public
15 Works Director it is necessary that a sewer line be constructed of a
16 larger size than the minimum size needed to serve such property and that
17 such extended sewerline will be or can be used in the collection of
18 sewage from adjacent properties, the Public Works Director shall require
19 the applicant to construct the larger size sewer line in accordance with
20 the plans and specifications as approved by the Director. Should the
21 City require an oversized sewerline, the City will reimburse the appli-
22 cant for the costs of the additional sewer line size as long as said
23 line is greater than 10 inches in diameter, as set forth in sewerline
24 extension agreement or a development agreement.

25 When the City agrees to pay for an increase in sewerline size, at
26 least three (3) proposals, signed and prepared by a contractor, shall be
27 required which show the comparable cost of the incremental increase

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1 requested by the City. The City shall select the proposal most benefi-
2 cial to it. In no event shall City pay more than the lowest proposal
3 presented.

4 3. Reimbursement. If the applicant must extend the sewerline
5 system through another's property or along the frontages of various
6 intermediate property owners, and if said properties are not currently
7 served by the City's sewer system, then said intermediate and benefit-
8 ting property owners shall be responsible when development commences or
9 connection is made for a pro rata share of the costs of the sewerline
10 extension.

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

18 The pro rata shares for the applicant and all subsequent owners
19 benefitted by the extended sewerline shall be determined prior to the
20 City engineering into the reimbursement agreement. The City shall
21 collect a 15% administrative fee from the applicant who front-ended the
22 sewerline construction upon reimbursement.

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

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1 4. Any facilities installed pursuant to this section shall become
2 the property of the City upon inspection and approval of the City.

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

6 1. APPLICANTS shall install all required sewer main improve-
7 ments at this time from the existing CITY sewer main to and including
8 all of the frontage along Fairview Drive, Lompa Lane, and Gentry Lane at
9 the time of the construction with all the costs front-ended by the
10 APPLICANT.

11 2. APPLICANT agrees that he/she will totally front-end the
12 cost of the sewerline improvements and in no case pay less than 27.0% of
13 the final invoice after receiving reimbursement, plus upon the first
14 reimbursement from subsequent owners benefitting from the sewerline
15 extension pay to the CITY 15% administrative fee based on the subsequent
16 owner's share of the final invoice total.

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

20 4.

<u>Parcel Number</u>	<u>Percent Assessment*</u>	<u>Reimbursement</u>	<u>15%</u>
10-061-75 Applicant	27.0		
10-051-14	7.0	4,602.52	690.44
10-051-15	7.0	4,602.92	690.44
10-051-16	7.0	4,602.92	690.44
10-051-17	7.0	4,602.92	690.44

22 Total 15% = \$7,200.28

1	10-061-06	4.0	2,630.24	394.54
2	10-061-14	4.0	2,630.24	394.54
3	10-061-15	3.0	1,972.68	295.90
4	10-061-16	8.0	5,260.48	789.07
5	10-061-17	2.0	1,315.12	197.27
6	10-061-20	2.0	1,315.12	197.27
7	10-061-21	1.0	657.56	98.63
8	10-061-22	1.0	657.56	98.63
9	10-061-37	2.0	1,315.12	197.27
10	10-061-44	3.0	1,972.68	295.90
11	10-061-47	4.0	2,630.24	394.54
12	10-061-52	1.0	657.56	98.63
13	10-061-53	4.0	2,630.24	394.54
14	10-061-59	3.0	1,972.68	295.90
15	10-061-60	1.0	657.56	98.63
16	10-061-61	1.0	657.56	98.63
17	10-061-62	1.0	657.56	98.63

18 X = Total Final Invoice/Cost of Construction (\$65,756.00) Estimate
 19 *Based on pro rated share of benefitting land area.

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

24 5. This Agreement shall bind the heirs, executors, adminis-
 25 trators, successors, and assigns of the respective parties.

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

CARSON CITY

BY: Marv Teixeira
Marv Teixeira, MAYOR

ATTEST:

Alan Glover
Alan Glover, CLERK-RECORDER

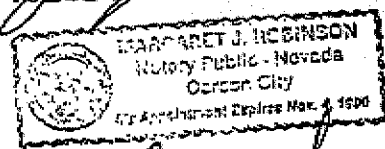
APPLICANT:

Edd P. Furgerson
STANTON PARK DEVELOPMENT, INC.
Edd P. Furgerson, President

State of Nevada)
Carson City) ss:

On the July day of 27th, 1989, personally appeared before me a Notary Public, EDD P. FURGERSON, who acknowledged to me that he executed the within document.

Margaret J. Robinson
NOTARY PUBLIC



APPROVED AS TO FORM:

Robert L. Auer
DEPUTY DISTRICT ATTORNEY

Daniel K. O'Brien
Daniel K. O'Brien, P.E.
PUBLIC WORKS DIRECTOR

APPROVED AS TO FINANCIAL IMPACT:

Mary C. Walker
Mary C. Walker
FINANCE DIRECTOR

FILED FOR RECORD
 AT THE REQUEST OF
 CARSON CITY CLERK TO
 THE BOARD
 '93 AUG 20 AM 11:14
000148343

FILE NO.
 KIYOSHI NISHIKAWA
 CARSON CITY RECORDER
 REC'D *HC* REF. *EB*

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