Item #3-2B

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 #1991-40, a Sewerline Reimbursement Agreement between Carson City and Dynamic Diversified Development Enterprises regarding APN 008-801-08, located at 1907 Gregg Street and APN 008-801-07, located at 4379 Ramuna Circle, Carson City, Nevada; which benefitted owners of APNs: 008-801-09 at 1893 Gregg Street, 008-801-10 at 4300 Stampede, 008-802-02 at 1952 Gregg Street, 008-802-03 at 1942 Gregg Street, 008-202-04 at 1900 Gregg Street, 008-802-05 at 1890 Gregg 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 Dynamic Diversified Development Enterprises .

Type of Action Requested: (check one)
(____) Resolution (____) Ordinance
(_x_) Formal Action/Motion (____) Other (Specify)

Does This Action Require A Business Impact Statement: (___) Yes (_x_) No

Recommended Board Action: I move rescind and cancel Ordinance #1991-40, a Sewerline Reimbursement Agreement between Carson City and Dynamic Diversified Development Enterprises regarding APN 008-801-08, located at 1907 Gregg Street and APN 008-801-07, located at 4379 Ramuna Circle, Carson City, Nevada; which benefitted owners of APNs: 008-801-09 at 1893 Gregg Street, 008-801-10 at 4300 Stampede, 008-802-02 at 1952 Gregg Street, 008-802-03 at 1942 Gregg Street, 008-202-04 at 1900 Gregg Street, 008-802-05 at 1890 Gregg 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 #1991-40 and Sewerline Reimbursement Agreement Release and Cancellation

Prepared By: Eva Chwalisz, Management Assistant

Reviewed By: _____ Date: 12/13/06
(Deputy City Engineer)

Concurrences: _____ Date: 12/26/06
(Department Head)

_____ Date: 12/26/06
(City Manager)

Melanie Burkette 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 Dynamic Diversified Development Enterprises regarding property assessor's parcel numbers APN 008-801-08, located at 1907 Gregg Street and APN 008-801-07, located at 4379 Ramuna Circle, Carson City, Nevada; which benefitted owners of APNs: 008-801-09 at 1893 Gregg Street, 008-801-10 at 4300 Stampede, 008-802-02 at 1952 Gregg Street, 008-802-03 at 1942 Gregg Street, 008-202-04 at 1900 Gregg Street, 008-802-05 at 1890 Gregg Street, Carson City, Nevada.

RECORDING INFORMATION: Recorded #118626, 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:

Marv Teixeira, Mayor

APPROVED AS TO FORM:

District Attorney's Office

ATTEST:

Alan Glover, Clerk/Recorder

DK

ORDINANCE NO. 1991-40

BILL NO. 136

AN ORDINANCE APPROVING A SEWER MAIN REIMBURSEMENT AGREEMENT BETWEEN CARSON CITY AND DYNAMIC DIVERSIFIED DEVELOPMENT ENTERPRISES REGARDING ASSESSOR'S PARCEL NO. 08-801-08, LOCATED AT 1907 GREGG STREET AND ASSESSOR'S PARCEL NO. 08-801-07, LOCATED AT 4379 RAMUDA CIRCLE, 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 DYNAMIC DIVERSIFIED DEVELOPMENT ENTERPRISES concerning the development of land known as Assessor's Parcel No. 08-801-08 located at 1907 Gregg Street and Assessor's Parcel No. 08-801-07 located at 4379 Ramuda Circle, 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 DYNAMIC DIVERSIFIED DEVELOPMENT ENTERPRISES, Assessor's Parcel No. 08-801-08 located at 1907 Gregg Street and Assessor's Parcel No. 08-801-07 located at 4379 Ramuda Circle, 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 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 Fettic

Tom Tatro

Kay Bennett

Marv Teixeira, Mayor

NAYES: None

ABSENT: None

Marv Teixeira

MARV TEIXEIRA, Mayor

ATTEST:

Kiyoshi Nishikawa

KIYOSHI NISHIKAWA, Clerk-Recorder

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

EXHIBIT "A"

SEWER MAIN REIMBURSEMENT AGREEMENT

Assessor's Parcel No. 08-801-08
located at 1907 Gregg Street,
and Assessor's Parcel No. 08-801-07
located at 4379 Ramuda Circle,
Carson City, Nevada

THIS AGREEMENT, dated this 1st day of August, 1991, between DYNAMIC DIVERSIFIED DEVELOPMENT ENTERPRISES hereinafter referred to as "APPLICANTS", parties of the first part, and CARSON CITY, NEVADA, a municipal corporation, hereinafter referred to as "CITY", party of the second part.

WITNESSETH:

WHEREAS, the APPLICANTS desire to construct a new sewer main to the site; and

WHEREAS, the APPLICANTS are front-ending such sewer main improvements which will benefit owners of Assessor's Parcel Number 08-801-09 at 1893 Gregg Street to the extent of 15.35%, Assessor's Parcel Number 08-801-10 at 4300 Stampede Drive to the extent of 16.29%, Assessor's Parcel Number 08-802-02 at 1952 Gregg Street to the extent of 9.69%, Assessor's Parcel Number 08-802-03 at 1942 Gregg Street to the extent of 8.88%, Assessor's Parcel Number 08-802-04 at 1900 Gregg Street to the extent of 8.88%, Assessor's Parcel Number 08-802-05 at 1890 Gregg Street to the extent of 8.88% required reimbursement to APPLICANTS upon connection to the extended sewer main; and

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

12.05.050 Extension of sewer mains. 1. General requirements. In the event that provisions of this chapter

require the owner to extend the City sewer, then the owner shall extend the sewer main along the entire frontage of his parcel unless it is found by the Public Works Director to be physically improper to do so.

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

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

Wherever an applicant is required to construct a

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

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

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

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

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

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

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

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

1. APPLICANTS shall install all required sewer main improvements at this time from the existing CITY sewer main to and

including all of their frontage along Gregg Street at the time of the construction with all the costs front-ended by the APPLICANTS.

2. APPLICANTS agree that they will totally front-end the cost of the sewer main improvements and in no case pay less than 32.03% of the final invoice before receiving reimbursements, plus upon the first reimbursement from subsequent owners benefitting from the sewer main extension, pay to the CITY a 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	Percent Assessment Total 15% = $1,325.42	Reimbursement	15%
08-801-08 Applicant	15.69%		
08-801-07 Applicant	16.34%		
08-801-09	15.35%	$ 1,995.50	$ 299.32
08-801-10	16.29%	$ 2,117.70	$ 317.66
08-802-02	9.69%	$ 1.259.70	$ 188.96
08-802-03	8.88%	$ 1,154.40	$ 173.16
08-802-04	8.88%	$ 1,154.40	$ 173.16
08-802-05	8.88%	$ 1,154.40	$ 173.16

x = Total preliminary Cost of Construction ($13,000.00)

*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.

APPLICANTS:

EUGENE LEPIRE JR.
Agent for DYNAMIC DIVERSIFIED DEVELOPMENT ENTERPRISES

State of Nevada)
) ss:
Carson City)

On the 26th day of July, 1991, personally appeared before me Notary Public, Eugene Lepire Jr., who acknowledged to me that they executed the within document.

KATHERINE L. McLAUGHLIN
Notary Public
State of Nevada
Douglas County
My Appointment Expires Sept. 21, 1991

NOTARY PUBLIC

CARSON CITY

BY: Marv Teixeira
MARV TEIXEIRA, MAYOR

ATTEST:

Kiyoshi Nishikawa
KIYOSHI NISHIKAWA, CLERK-RECORDER

APPROVED AS TO FORM:

Michael T. Sale
DEPUTY DISTRICT ATTORNEY

APPROVED AS TO FINANCIAL IMPACT:

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

APPROVED:

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

CARSON CITY PUBLIC WORKS DEPARTMENT

TITLE: SEWER MAIN REIMBURSEMENT AGREEMENT
1907 Gregg Street/Dynamic Diversified Development Enterprises

DIRECTOR: Daniel K. O'Brien
DRAWN BY: R. Kronenberg
DATE: June 14, 1991
SCALE N.T.S.
SHEET 8 OF 8