

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

Formal Action/Motion

Other (Specify)

**Does This Action Require A Business Impact Statement:**

Yes  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

The first part of the report deals with the general situation in the country. It is noted that the economy is still in a state of depression and that the government is struggling to meet its obligations. The report also mentions that the population is suffering from widespread poverty and unemployment.

In the second part of the report, the author discusses the political situation. It is noted that the government is facing a crisis of confidence and that there is a growing movement for reform. The author also mentions that the military is becoming increasingly influential in the country's affairs.

The third part of the report deals with the social situation. It is noted that there is a growing awareness of social justice and that the people are demanding more from their government. The author also mentions that there is a growing movement for social reform and that the government is struggling to meet the demands of the people.

In the fourth part of the report, the author discusses the economic situation. It is noted that the economy is still in a state of depression and that the government is struggling to meet its obligations. The author also mentions that there is a growing movement for economic reform and that the government is struggling to meet the demands of the people.

The fifth part of the report deals with the international situation. It is noted that the country is facing a difficult international environment and that there is a growing movement for international reform. The author also mentions that there is a growing movement for international cooperation and that the government is struggling to meet the demands of the people.

In the sixth part of the report, the author discusses the future of the country. It is noted that there is a growing movement for reform and that the government is struggling to meet the demands of the people. The author also mentions that there is a growing movement for social justice and that the people are demanding more from their government.

The report concludes with a summary of the main findings and a list of recommendations. It is noted that the country is facing a difficult situation and that there is a growing movement for reform. The author also mentions that there is a growing movement for social justice and that the people are demanding more from their government.

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

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

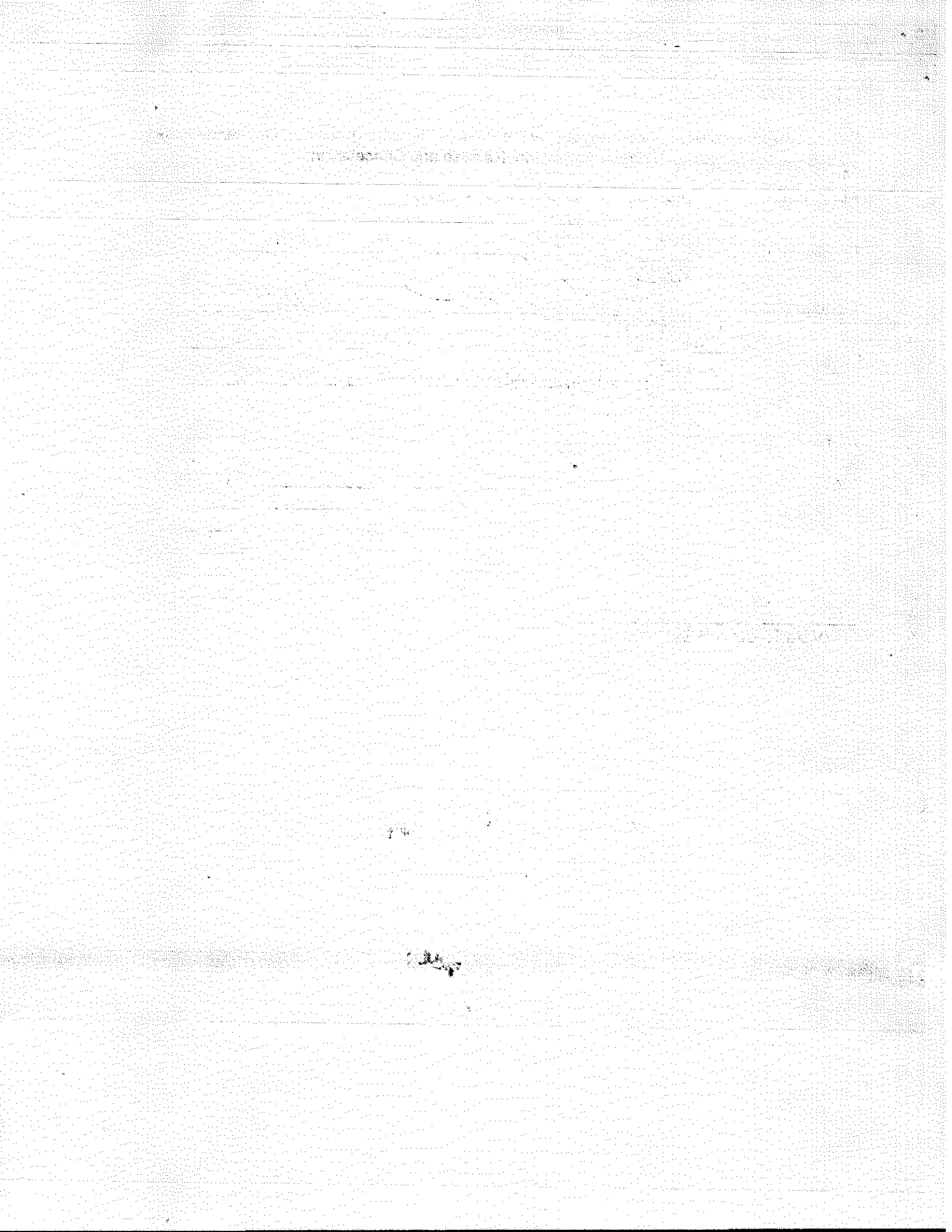
[Signature] Date: 12/26/06  
(City Manager)

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 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 Ramona 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:**

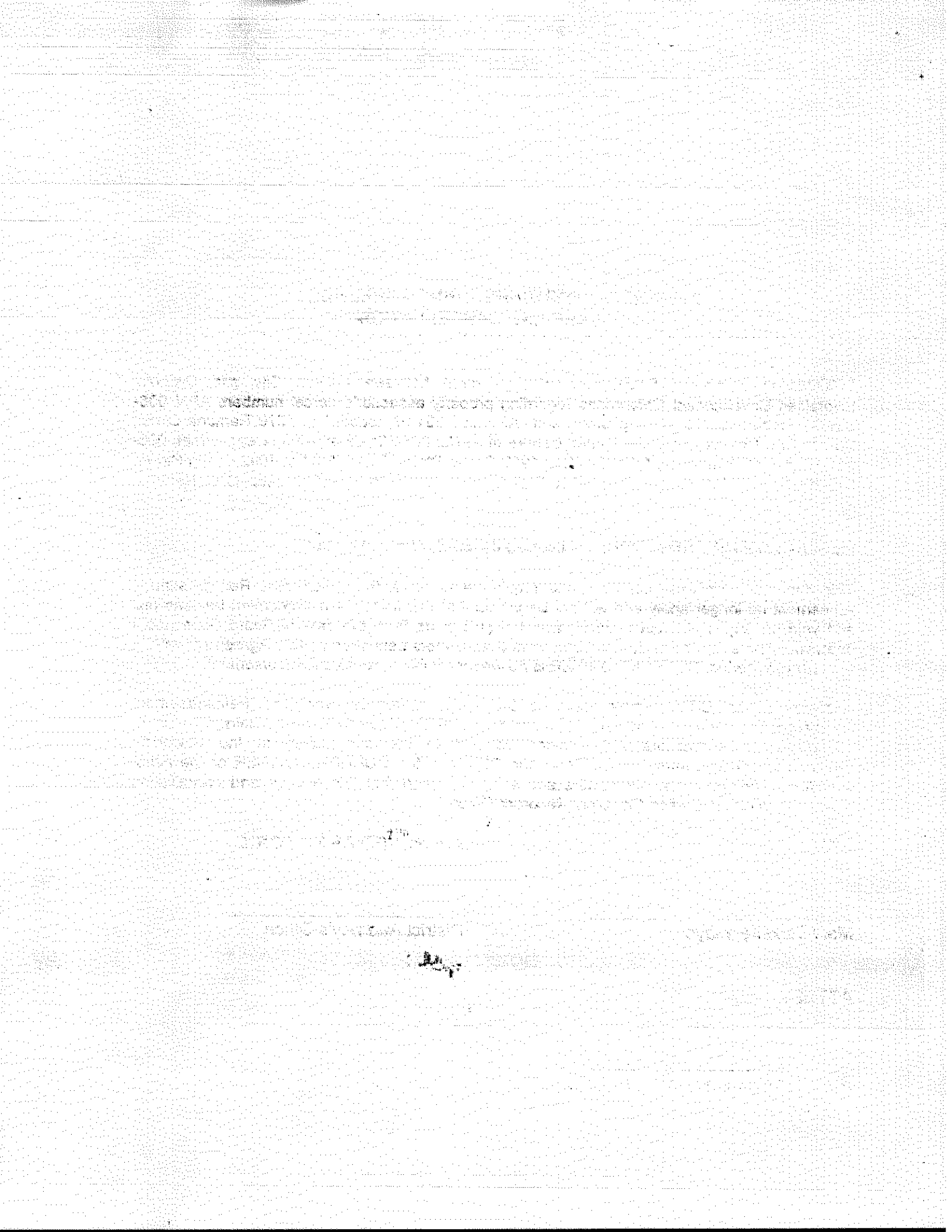
**APPROVED AS TO FORM:**

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

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

**ATTEST:**

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



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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".

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

5 PROPOSED this 11th day of July, 1991

6 PROPOSED by Supervisor Tom Tatro

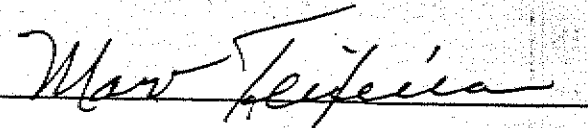
7 PASSED on the 1st day of August, 1991

8 VOTE: AYES:

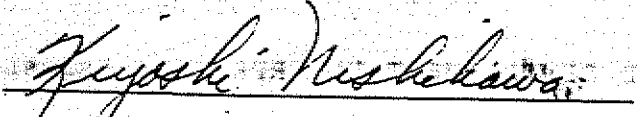
- 9 Greg Smith
- 10 Tom Fetic
- 11 Tom Tatro
- 12 Kay Bennett
- 13 Marv Teixeira, Mayor

14 NAYES: None

15 ABSENT: None

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19 MARV TEIXEIRA, Mayor

20 ATTEST:

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24 HIYOSHI NISHIKAWA, Clerk-Recorder

25 This ordinance shall be in force and effect from and after the  
26 12th day of August, 1991.



1 EXHIBIT "A"  
2 SEWER MAIN REIMBURSEMENT AGREEMENT  
3 Assessor's Parcel No. 08-801-08  
4 located at 1907 Gregg Street,  
5 and Assessor's Parcel No. 08-801-07  
6 located at 4379 Ramada Circle,  
7 Carson City, Nevada

8 THIS AGREEMENT, dated this 1st day of August  
9 1991, between DYNAMIC DIVERSIFIED DEVELOPMENT ENTERPRISES  
10 hereinafter referred to as "APPLICANTS", parties of the first part,  
11 and CARSON CITY, NEVADA, a municipal corporation, hereinafter  
12 referred to as "CITY", party of the second part.

13 WITNESSETH:

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

16 WHEREAS, the APPLICANTS are front-ending such sewer main  
17 improvements which will benefit owners of Assessor's Parcel Number  
18 08-801-09 at 1893 Gregg Street to the extent of 15.35%, Assessor's  
19 Parcel Number 08-801-10 at 4300 Stampede Drive to the extent of  
20 16.29%, Assessor's Parcel Number 08-802-02 at 1952 Gregg Street to  
21 the extent of 9.69%, Assessor's Parcel Number 08-802-03 at 1942  
22 Gregg Street to the extent of 8.88%, Assessor's Parcel Number 08-  
23 802-04 at 1900 Gregg Street to the extent of 8.88%, Assessor's  
24 Parcel Number 08-802-05 at 1890 Gregg Street to the extent of 8.88%  
25 required reimbursement to APPLICANTS upon connection to the  
26 extended sewer main; and

27 WHEREAS, the Carson City Municipal Code (CCMC), Section  
28 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

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

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

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

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

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

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

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

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

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

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

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

25           1. APPLICANTS shall install all required sewer main  
26 improvements at this time from the existing CITY sewer main to and  
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1 including all of their frontage along Gregg Street at the time of  
2 the construction with all the costs front-ended by the APPLICANTS.

3 2. APPLICANTS agree that they will totally front-end the  
4 cost of the sewer main improvements and in no case pay less than  
5 32.03% of the final invoice before receiving reimbursements, plus  
6 upon the first reimbursement from subsequent owners benefitting  
7 from the sewer main extension, pay to the CITY a 15% administrative  
8 fee based on the subsequent owner's share of the final invoice  
9 total.

10 3. APPLICANTS agree that if no reimbursement has  
11 occurred within a ten (10) year period following the date of this  
12 Agreement, said Agreement shall become null and void thereafter.

13 4.

14 Parcel Number	15 <u>Percent Assessment</u>		
	Total 15% = \$1,325.42	Reimbursement	15%
16 08-801-08 Applicant	15.69%		
17 08-801-07 Applicant	16.34%		
18 08-801-09	15.35%	\$ 1,995.50	\$ 299.32
19 08-801-10	16.29%	\$ 2,117.70	\$ 317.66
20 08-802-02	9.69%	\$ 1,259.70	\$ 188.96
21 08-802-03	8.88%	\$ 1,154.40	\$ 173.16
22 08-802-04	8.88%	\$ 1,154.40	\$ 173.16
23 08-802-05	8.88%	\$ 1,154.40	\$ 173.16

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

25 \*Based on pro rated share of benefitting land area.

26 Each subsequent owner benefitted by the sewer main shall pay


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1 the amount in the Reimbursement and 15% columns above to the CITY.  
2 CITY will then deduct the amount in the 15% column for its  
3 administrative fee and will pay the remainder to the APPLICANTS.

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

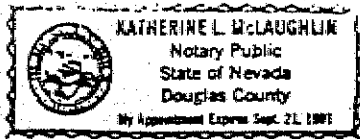
6 IN WITNESS WHEREOF, these parties hereto have caused this  
7 Agreement to be executed as of the day and year first above  
8 written.

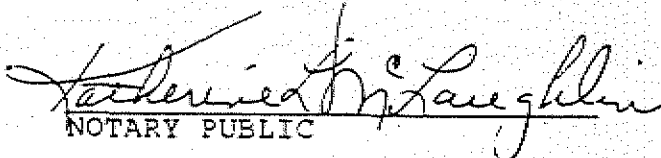
9 APPLICANTS:

10   
11 \_\_\_\_\_  
12 EUGENE LEPIRE JR.  
13 Agent for DYNAMIC DIVERSIFIED  
14 DEVELOPMENT ENTERPRISES

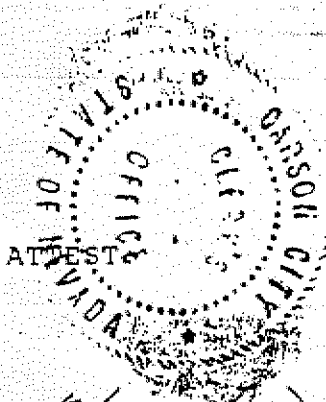
13 State of Nevada )  
14 Carson City ) ss:

15 On the 26<sup>th</sup> day of July, 1991, personally  
16 appeared before me Notary Public, Eugene Lepire Jr., who  
17 acknowledged to me that they executed the within document.



19   
20 NOTARY PUBLIC

CARSON CITY



BY: Marv Teixeira  
MARV TEIXEIRA, MAYOR

ATTEST

Kiyoshi Nishikawa  
KIYOSHI NISHIKAWA, CLERK-RECORDER

APPROVED AS TO FORM:

Michael T. Sule  
DEPUTY DISTRICT ATTORNEY

APPROVED AS TO FINANCIAL IMPACT:

Mary C. Walker by mhw  
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

