

Item #3-3

**City of Carson City  
Agenda Report**

**Date Submitted:** October 10, 06

**Agenda Date Requested:** October 19, 06

**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** P. W., Development Engineering

**Subject Title:** Action to approve and authorize the Mayor to sign the Release and Cancellation of the Improvement Agreement between Silver Oak Development Company and Carson City for Silver Oak PUD, Phase 11.

**Staff Summary:** Staff is requesting that the Board of Supervisors rescind and cancel of the Improvement Agreement for Silver Oak PUD, Phase 11, all of the requirements set forth in the Improvement Agreement have been completed and have passed the warranty as acceptable.

**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 approve and authorize the Mayor to sign the Release and Cancellation of the Improvement Agreement between Silver Oak Development Company and Carson City for Silver Oak PUD, Phase 11.

**Explanation for recommended Board Action:** See Staff Summary

**Applicable Status, Code, Policy, Rule or Regulation:** Section 17.08.020 of the Carson City Municipal Code and Nevada Revised Statutes 278.380.

**Fiscal Impact:** None

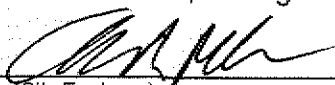
**Funding Source:** N/A


**Explanation of Impact:** N/A

**Alternatives:** None

**Supporting Materials:** Recorded Improvement Agreement and Improvement Agreement Release and Cancellation.

**Prepared By:** Eva Chwalisz, Management Assistant

**Reviewed By:**  **Date:** 10-10-06  
(City Engineer)

**Concurrences:**  **Date:** 10/10/06

(Department Head)

[Signature]

Date: 10-10-06

(City Manager)

[Signature]

Date: 10-10-06

(District Attorney)

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____

\_\_\_\_\_  
(Vote Recorded By)

**IMPROVEMENT AGREEMENT RELEASE AND CANCELLATION**

**CARSON CITY, NEVADA**

**PROJECT:** The Improvement Agreement Release & Cancellation for Silver Oak PUD, Phase 11.

**IMPROVEMENT AGREEMENT AND/OR  
ORDINANCE APPROVED BY BOARD ON:** August 19, 1999

**RECORDING INFORMATION:** 239318, August 19, 1999

This document confirms that all of the requirements set forth in the Improvement Agreement referenced above have been completed by the BUILDER.

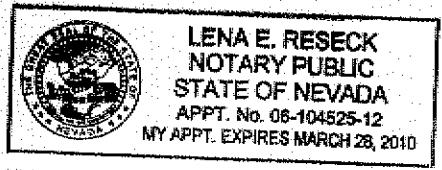
Accordingly, the CITY hereby approves the above-referenced Improvement Agreement for release. Both the CITY and the BUILDER or the heirs, executors, administrators, successors and assigns consent to the cancellation of the Improvement Agreement. In addition, the CITY and the BUILDER or the heirs, executors, administrators, successors and assigns agree that this release and cancellation shall be recorded in accordance with Section 17.08.020 of the Carson City Municipal Code and Nevada Revised Statutes 278.380.

**BUILDER:** [Signature]

State of Nevada  
County of Carson

On this 4th Day of October, 2006, personally appeared before me, a Notary Public in and for said County and State, Garth Richards, who acknowledged to me that she/he executed the above instrument.

Lena E Reseck  
Notary Public



**CITY:**

**APPROVED AS TO FORM:**

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

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

**ATTEST:**

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



1 do hereby agree as follows:

2 1. DEVELOPER agrees to construct at his cost and expense all  
3 improvements shown on the plans, specifications and drawings heretofore  
4 submitted to the City Engineer, and further agrees to install said  
5 improvements in strict accordance with the applicable provisions of the  
6 Carson City Municipal Code and any other applicable ordinances, rules or  
7 regulations of the CITY regarding such work in effect at the date of this  
8 agreement.

9 2. It is expressly understood and agreed that all work done by the  
10 DEVELOPER will be subject to inspection and acceptance by the City  
11 Engineer, and that any progress inspections and approval by the City  
12 Engineer of any item of work will not forfeit the right of the CITY to require  
13 the correction of faulty workmanship or material at any time during the  
14 course of the work, although previously approved by oversight; and nothing  
15 herein contained will relieve the DEVELOPER of the responsibility for  
16 proper construction and maintenance of the work, materials and equipment  
17 required under the terms of this agreement until all work has been completed  
18 and accepted by the CITY.

19 3. It is further agreed that any defects or faults in the improvements  
20 which may appear at any time within one (1) year after final acceptance by  
21 the CITY, and which are caused by or result from defective or improper  
22 materials or workmanship will be corrected by the DEVELOPER at his own  
23 cost and expense.

24 4. The DEVELOPER further agrees that work on said improvements  
25 will be started within 30 days from the date of this agreement and will be  
26 completed within 18 months thereafter.

27 5. It is further agreed that before the CITY releases the final map for  
28 filing for record and as a condition precedent to the recording thereof, the

1 DEVELOPER shall furnish to the CITY cash, an instrument of credit, or a  
2 bond in a form approved by the Public Works Director, securing  
3 performance by the DEVELOPER of all work shown on the plans,  
4 specifications and drawings. This agreement will become effective upon the  
5 DEVELOPER submitting said cash, instrument of credit, or bond in the total  
6 amount of Three Hundred Thirty Thousand One Hundred Thirty Eight  
7 Dollars (\$330,138.00), which amount is 150% of the engineer's estimate to  
8 guarantee the performance, labor and materials of all items of work in  
9 connection with the construction of all on-site and off-site improvements for  
10 Silver Oak PUD, Phase 11. The engineer's estimate and the amount of  
11 required surety may be adjusted annually for inflation as necessary at the  
12 discretion of the Public Works Director. Upon completion and acceptance  
13 by the CITY of all work done by the DEVELOPER in connection with this  
14 agreement and submittal of "as-built drawings", release will be made in the  
15 amount of the surety less 10% of the engineer's estimate to be retained (or a  
16 substitute maintenance surety may be posted) to secure the DEVELOPER'S  
17 obligation to repair defects in workmanship and materials which appear in  
18 the work within one year of acceptance by the CITY. Provisions may be  
19 made for inspection and approval of stages of the work and release of  
20 portions of the security for the work completed. Partial releases will be  
21 processed as set forth in written policies of the CITY which are approved by  
22 and may only be changed through resolutions adopted by the Board of  
23 Supervisors.

24 6. The DEVELOPER shall protect and take care of all work until its  
25 completion and final acceptance by the CITY. While moving on,  
26 constructing, and moving off, the DEVELOPER will keep the site free and  
27 clear from dangerous accumulation of rubbish and debris, and will maintain  
28 sufficient and proper barricades, lights, etc., for the protection of the public.

1 Final acceptance of the work will not be made by the CITY until the area  
2 falling under this agreement and all adjacent properties have been cleared of  
3 all rubbish, surplus materials and equipment resulting from the contractor's  
4 operation, to the satisfaction of the City Engineer.

5 7. If the DEVELOPER shall fail, neglect or refuse to do or perform  
6 any act or thing herein covenanted and agreed to be done or performed, such  
7 failure, neglect or refusal will constitute a default breach of this agreement,  
8 and if the DEVELOPER shall fail, neglect or refuse to cure the default upon  
9 request of the CITY, the CITY, at its option, may correct such default, and  
10 thereupon recover from the DEVELOPER the cost thereof, or may require  
11 the specific performance by the DEVELOPER of all terms, conditions and  
12 covenants of this agreement. The foregoing will be in addition to, and not  
13 exclusive of, any other remedy now or hereafter provided by law, and the  
14 pursuit of any right or remedy will not be construed as an election.

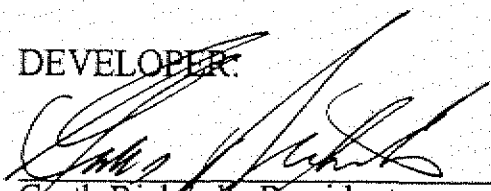
15 8. It is further agreed that if performance of the work noted in the  
16 plans, specifications and drawings should be delayed without fault of the  
17 DEVELOPER, the time for construction of said work may be extended by  
18 the CITY for such period of time as is reasonable.

19 9. This agreement will bind the heirs, executors, administrators,  
20 successors, and assigns of the respective parties.

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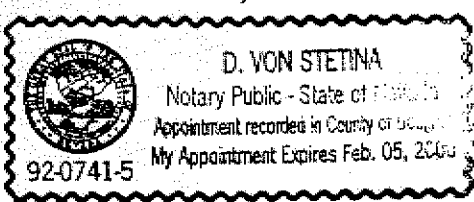
1 IN WITNESS WHEREOF, the parties hereto have caused this  
2 agreement to be executed as of the day and year first above written.

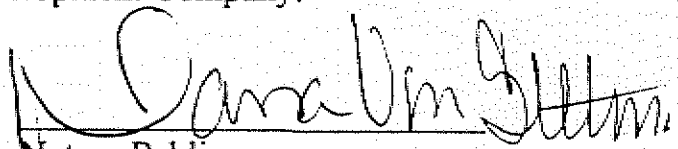
3  
4 DEVELOPER:

5   
6 Garth Richards, President  
7 Silver Oak Development Company

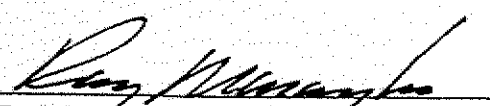
8  
9  
10 STATE OF Nevada  
11 COUNTY OF Carson City

12 This instrument was acknowledged before me, a Notary Public in and for said  
13 County and State, on this 2nd day of August, 1999, by  
14 Garth Richards, President of Silver Oak Development Company.



16   
17 Notary Public

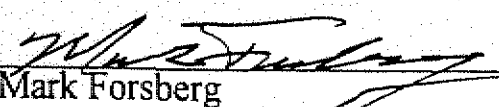
18 CITY:

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21 Ray Masayko, Mayor


22 ATTEST:

23   
24 Alan Glover, Clerk-Recorder

25 Approved as to form:

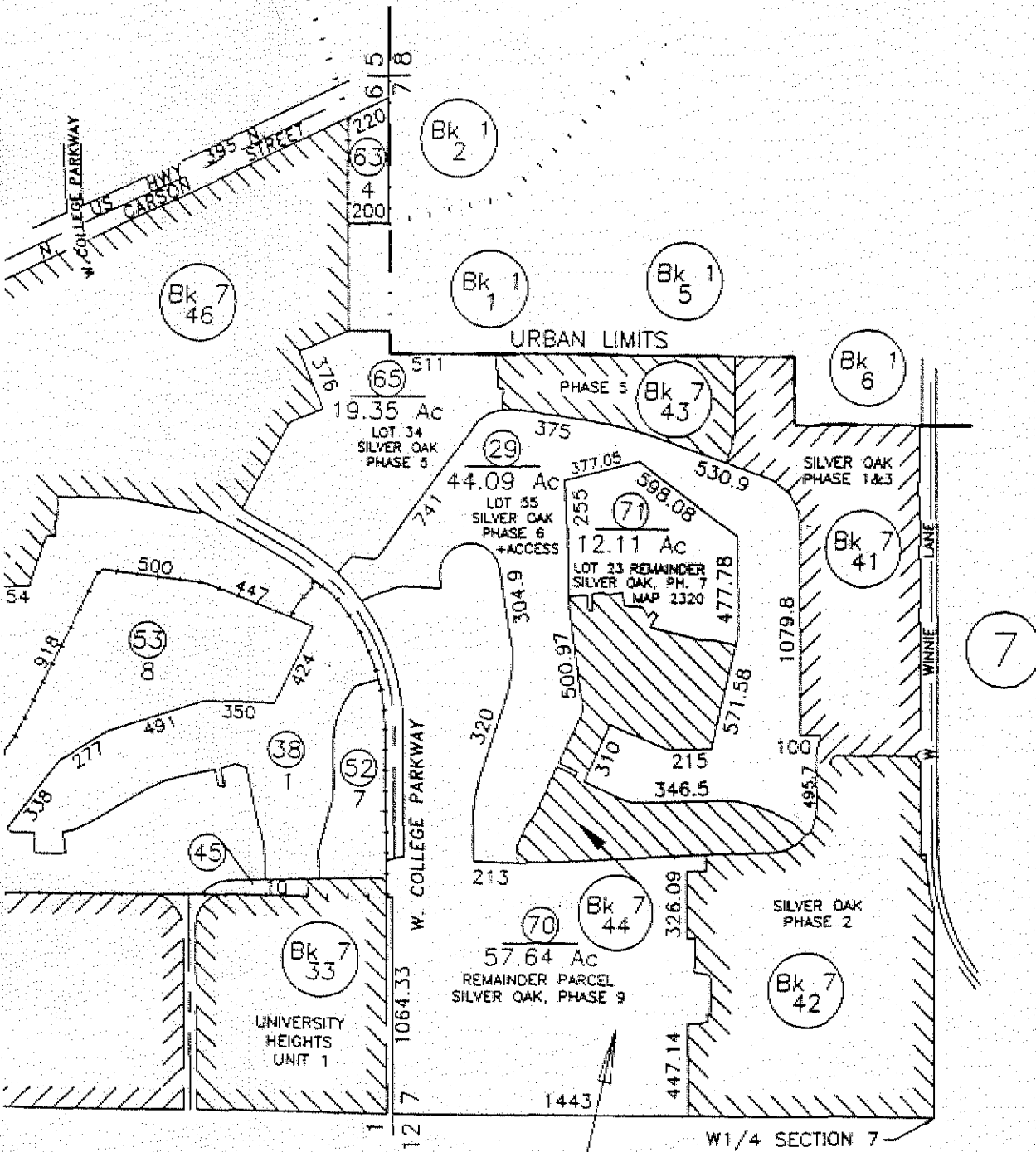
26   
27 Mark Forsberg  
28 Chief Deputy District Attorney

Approved:

  
Jay Ahrens  
Dev. Engineering Manager

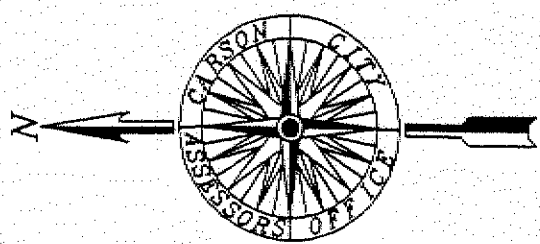


8-06



APN 008-061-70

IMPROVEMENT AGREEMENT



Scale: 1" = 800'  
Revised 5/12/99

PORTION SECTION 1  
T.15 N., R.19 E., M.D.B. & M.