

Item # 44A

City of Carson City  
Agenda Report

Date Submitted: 11/24/2006

Agenda Date Requested: 12/7/2006  
Time Requested: Consent

To: Mayor and Supervisors

From: Linda Ritter, City Manager

Subject Title: Action to ratify the action of the Mayor and City Manager to approve Amendment No. 1 to Ground Lease between Carson City and The Seasons Limited Partnership.

Staff Summary: At the time the Certificate of Occupancy was ready for issuance for the Autumn Village I affordable senior housing project, building and connection fees of \$105,388.90 remained due. In order to allow seniors to begin moving into the facility, an agreement was reached between City administration and The Seasons Limited Partnership to allow a Temporary Certificate of Occupancy and to set forth the payment arrangements for the outstanding building and connection fees. One-half of the fees were due within 90 days, with the remaining to be paid in full or according to terms approved by the Board of Supervisors. The terms of this agreement were placed in an amendment to the current ground lease.

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does this action require a Business Impact Statement: ( ) Yes (X) No

Recommended Board Action: I move to ratify the action of the Mayor and City Manager to approve Amendment No. 1 to Ground Lease between Carson City and The Seasons Limited Partnership.

Explanation for Recommended Board Action: The City Manager, in consultation with the Mayor, went forward with Amendment No. 1 to Ground Lease in order to allow occupancy of Autumn Village I. The project experienced multiple delays and many seniors were anxiously waiting to move into their new home.

Applicable Statute, Code, Policy, Rule or Regulation: n/a

Fiscal Impact: n/a

Explanation of Impact: n/a

Funding Source: n/a

Alternatives: Do not approve

Supporting Material: Amendment No. 1 to Ground Lease

**Prepared By:** L. Ritter

**Reviewed By:** \_\_\_\_\_

*[Signature]*  
(City Manager)

Date: 11/28/06

*[Signature]*  
(District Attorney)

Date: 11/28/06

*[Signature]*  
(Finance Director)

Date: 11/28/06

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

RECEIVED

SEP 20 2006

CARSON CITY  
EXECUTIVE OFFICES

AMENDMENT NO. 1 TO GROUND LEASE

This Amendment is dated this 8<sup>th</sup> day of September, 2006, and is between CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, ("Landlord") and THE SEASONS LIMITED PARTNERSHIP, a Nevada non-profit limited partnership, ("Tenant") and amends the Ground Lease dated January 7, 2005 entered into by the same parties.

WHEREAS, Carson City desires to permit the opening of senior apartments built by The Seasons Limited Partnership; and

WHEREAS, The Seasons Limited Partnership is a non-profit partnership that relies, in part, on the sale of affordable housing tax credits for funding; and

WHEREAS, The Seasons Limited Partnership does not possess adequate funding to pay all of the connection and building fees required by the Carson City Municipal Code; and

NOW THEREFORE, the parties hereby agree as follows:

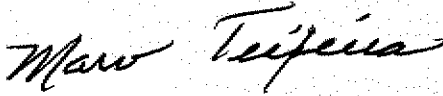
1. The total amount owed to Carson City for connection and building fees is \$105,388.90.
2. That Carson City will not require payment of all fees prior to the issuance of a temporary Certificate of Occupancy.
3. That The Seasons Limited Partnership agrees to pay at least one-half (1/2) of all fees due and owing within ninety (90) days of the date The Season Limited Partnership signs this Agreement.
4. That upon payment of at least on-half (1/2) of all fees due and owing, The Seasons Limited Partnership and Carson City may negotiate terms for payment of the remaining fees, which may be subject to the approval of the Board of Supervisors.
5. That Carson City shall not issue a permanent Certificate of Occupancy until all of the building and connection fees and all late fees and/or interest on the unpaid balance set by this agreement have been paid in full or terms for payment of the remaining fees are agreed upon and approved by the Board of Supervisors as required.
6. That nothing in this Amendment shall be construed as a waiver of any rights of Carson City in the event of any events of default as described in the January 7, 2005 Ground Lease in Article 17 and any other relevant article.

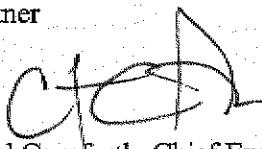
THE SEASONS LIMITED  
PARTNERSHIP

CARSON CITY

Dated this \_\_\_\_ day of \_\_\_\_\_ 2006

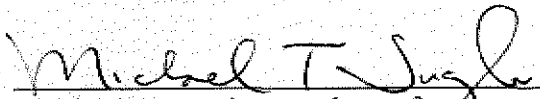
By: Community Development Inc, dba  
West Coast Affordable Housing, Inc.,  
General Partner

By:   
Marv Teixeira, Mayor

By:   
C. Fred Cornforth, Chief Executive Officer

By: Carson City Senior Citizens Center, Inc.  
General Partner

By:   
Bruce Scott, Chairman

  
District Attorney Approved as to form

9/23/06 Original to Sen. Ur