

Item # 3-4

**City of Carson City
Agenda Report**

Date Submitted: 12/20/ 2007

Agenda Date Requested: 12/11/ 2007

Time Requested: Consent

To: Mayor and Supervisors
From: D.S. - Engineering

Subject Title: Action to approve and authorize the Mayor to sign the Notice of Completion of Improvement Agreement between Carson City and Carson City Hotel, LLC for Dolphin Bay Apartments for Parcel Map, formerly known as Assessor's Parcel No. 008-053-31 located in Carson City, Nevada.; Recorded No. 307082 of the official records of Carson City, Nevada and Adopted by the Board of Supervisors on October 3, 2003.

Staff Summary: Staff is requesting that the Board of Supervisors sign the Notice of Completion of Improvement Agreement between Carson City and Carson City Hotel, LLC .

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 Notice of Completion of Improvement Agreement between Carson City and Carson City Hotel, LLC for Dolphin Bay Apartments for Parcel Map, formerly known as Assessor's Parcel No. 008-053-31 located in Carson City, Nevada.; Recorded No. 307082 of the official records of Carson City, Nevada and Adopted by the Board of Supervisors on October 3, 2003.

Explanation for recommended Board Action: All of the works set forth in the Agreement has been completed and has passed the warranty period as acceptable; therefore, we will record the Notice of Completion of Improvement Agreement.

Applicable Status, Code, Policy, Rule or Regulation: Chapter 17.11 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 Notice of Completion of Improvement Agreement.

Prepared By: Eva Chwalisz, Management Assistant

Reviewed By: [Signature]
(Deputy City Engineer)

Date: 11/28/07

Concurrences: [Signature]
for (Department Head)

Date: 12/10/07

[Signature]
(City Manager)

Date: _____

Melanie Burkette
(District Attorney)

Date: 12-11-07

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

**NOTICE OF COMPLETION OF
IMPROVEMENT AGREEMENT**

PROJECT: Improvement Agreement between Carson City and Carson City Hotel, LLC for Dolphin Bay Apartments for Parcel Map, formerly known as Assessor's Parcel No. 008-053-31 located in Carson City, Nevada.

RECORDING INFORMATION: Recorded #307082, October 3, 2003

This document confirms that all of the work set forth in the Improvement Agreement has been completed and has passed the warranty period as acceptable.

Accordingly, the CITY hereby approves the above-referenced Notice of Completion of Improvement Agreement. Both the CITY and the CURRENT OWNER or the heirs, executors, administrators, successors and assigns consent to the Notice of Completion of Improvement Agreement. In addition, the CITY and the CURRENT OWNER or the heirs, executors, administrators, successors and assigns agree that this shall be recorded in Carson City Recorder's Office.

CITY:

APPROVED AS TO FORM:

Marv Teixeira, Mayor

District Attorney's Office

ATTEST:

DEVELOPER:

Alan Glover, Clerk-Recorder

Jaswinder Singh, CEO
Carson City Hotel, LLC

State of _____
County of _____

On this _____ Day of _____, 2007, personally appeared before me, a Notary Public in and for said County and State, _____, Jaswinder Singh, who acknowledged to me that he executed the above instrument.

Notary Public

APN 008-053-31

APN _____

APN _____

FILED FOR RECORD
AT THE REQUEST OF
CARSON CITY CLERK TO
THE BOARD
2003 OCT -3 PM 4:24

FILE NO. 307082

ALAN GLOVER
CARSON CITY RECORDER

FEES MC DEP. RB

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

Improvement Agreement

WHEN RECORDED MAIL TO:

307082

IMPROVEMENT AGREEMENT APN#008-053-31

PM-Carson City Hotel LLC Cont. #1607

Carson City, Nevada

THIS AGREEMENT, dated this 21st day of August, 2003, between Carson City Hotel LLC, hereinafter referred to as "DEVELOPER", and CARSON CITY, NEVADA, a Consolidated Municipality, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, in connection with the development of PM-Carson City Hotel LLC, Cont #1607 the DEVELOPER filed a tentative map with the Community Development Department of the CITY, and said tentative map was duly approved; and

WHEREAS, the DEVELOPER has submitted a final map of PM-Carson City Hotel LLC, Cont # 1607 for approval and acceptance; and

WHEREAS, the DEVELOPER has agreed to do and perform certain work consisting of on-site and off-site improvements associated with PM-Carson City Hotel LLC, Cont # 1607 , as shown on the attached Exhibit "A" the engineers estimate, and Exhibit "B" the site plan which is made a part hereof, including but not limited to curb and gutter, sidewalk, half street paving, handicap ramps, concrete driveways, water and sewer mains and laterals, grading, storm drainage, street lighting, and all work appurtenant thereto in accordance with the plans, specifications and drawings heretofore submitted and filed with the City Engineer of the CITY; and

WHEREAS, the CITY has agreed to accept said improvements when and as completed by the DEVELOPER in accordance with the said plans, specifications and drawings and in accordance with all applicable provisions of the Carson City Municipal Code and any other applicable ordinances or

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regulations which are hereby referred to and made part of this agreement by reference, and in accordance with the specific conditions set fourth herein.

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

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

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

3. The DEVELOPER further agrees that work on said improvements will be completed within 18 months from the record date of this agreement.

4. It is further agreed that as a condition precedent to the approval thereof, the DEVELOPER shall furnish to the CITY cash, an instrument of credit, or a bond in a form approved by the City Engineer, securing performance by the DEVELOPER of all work shown on the plans, specifications and drawings. This agreement will become effective upon the DEVELOPER submitting said cash, instrument of credit, or bond in the total amount of

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ONE HUNDRED THIRTY FOUR THOUSAND NINE HUNDRED NINETY EIGHT AND 88/100 DOLLARS (\$134,998.88), which amount is 150% of the engineer's estimate to guarantee the performance, labor and materials of all items of work in connection with the construction of all off-site improvements for PM-Carson City Hotel LLC, Cont #1607 . The engineer's estimate and the amount of required surety may be adjusted annually for inflation as necessary at the discretion of the City Engineer. Upon completion and approval by the CITY of the proposed work done by the DEVELOPER in connection with this agreement and submittal of "record drawings", release will be made in the amount of the cost of the work completed. A revised security shall be submitted for uncompleted work. Provisions may be made for inspection and approval of stages of the work and release of portions of the security for the work completed. Partial releases will be processed as set forth in written policies of the CITY which are approved by and may only be changed through resolutions adopted by the Board of Supervisors.

5. The DEVELOPER shall protect and take care of all work until its completion and final approval by the CITY. While moving on, constructing, and moving off, the DEVELOPER will keep the site free and clear from dangerous accumulation of rubbish and debris, and will maintain sufficient and proper barricades, lights, etc., for the protection of the public. Final approval of the work will not be made by the CITY until the area falling under this agreement and all adjacent properties have been cleared of all rubbish, surplus materials and equipment resulting from the contractor's operation, to the satisfaction of the City Engineer.

6. If the DEVELOPER shall fail, neglect or refuse to do or perform any act or thing herein covenanted and agreed to be done or performed, such failure, neglect or refusal will constitute a default breach of this agreement, and if the DEVELOPER shall fail, neglect or refuse to cure the default upon request of the

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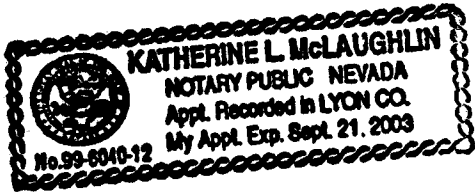
CITY, the CITY, at its option, may correct such default, and thereupon recover from the DEVELOPER the cost thereof, or may require the specific performance by the DEVELOPER of all terms, conditions and covenants of this agreement. The foregoing will be in addition to, and not exclusive of, any other remedy now or hereafter provided by law, and the pursuit of any right or remedy will not be construed as an election. Owner of parcel is responsible for such maintenance but is not limited to sidewalk, curb and gutter, as per Carson City Municipal Code Section 11.12.070.

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

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

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



DEVELOPER:

Jaswinder Singh

Jaswinder Singh, CEO

Carson City Hotel LLC

STATE OF NEVADA,
CARSON CITY,

This instrument was acknowledged before me, a Notary public in and for said City and State, on this 9th day of September, 2003, by Jaswinder Singh, CEO of Carson City Hotel LLC

Katherine L. McLaughlin

Notary Public

CITY:

Ray Masayko

Ray Masayko, Mayor

ATTEST:

Alan Glover

Alan Glover, Clerk Recorder

Approved as to form:

Mark Forsberg

Mark Forsberg
Deputy District Attorney

Approved:

Lawrence A. Werner

Lawrence A. Werner, P.E., P.L.S.
City Engineer

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EXHIBIT "A"

BOND ESTIMATE FORM

PROJECT NAME: Dolphin Way Apartments _____ Acres 5.13
 PROJECT NUMBER: 03-12 _____
 PREPARED BY: ACE ENGINEERING _____
 PUBLIC QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	6" SEWER		LF	\$12.50	\$0.00
2	8" SEWER		LF	\$15.00	\$0.00
3	10" SEWER		LF	\$20.00	-----
4	SEWER		LF		-----
5	SEWER MANHOLES UNDER 6 FEET		EA	\$900.00	\$0.00
6	SEWER MANHOLES OVER 6 FEET		EA	\$1,800.00	-----
7	SEWER MANHOLES		EA	\$640.00	-----
8	6" WATER MAIN		LF	\$12.50	0
9	8" WATER MAIN		LF	\$15.00	0
10	10" WATER MAIN		LF	\$20.00	-----
11	12" WATER MAIN		LF	\$25.00	-----
12	WATER MAIN		LF		-----
13	WATER SERVICE TO LOTS		EA	\$420.00	\$0.00
14	FIRE HYDRANT		EA	\$1,800.00	\$0.00
15	FIRE HYDRANT RELOCATION		EA	\$1,500.00	-----
16	CURB & GUTTER (TYPE "L" & "A")	877	LF	\$10.00	\$8,770.00
17	CROSS CUTTER (3' WIDE)	475	SF	\$4.25	\$2,018.75
18	DRIVEWAY	2	EA	\$267.00	\$534.00
19	SIDEWALK 4"	4555	SF	\$1.80	\$8,199.00
20	HANDICAP RAMP	4	EA	\$250.00	\$1,000.00
21	SIDEWALK UNDERDRAIN		EA	\$825.00	\$0.00
22	TYPE I GRAVEL BASE		CY	\$8.50	\$0.00
23	TYPE II GRAVEL BASE	953	CY	\$25.00	\$23,825.00
24	2" ASPHALTIC CONCRETE PAVING		SY	\$4.30	\$0.00
25	3" ASPHALTIC CONCRETE PAVING		SY	\$5.70	-----
26	4" ASPHALTIC CONCRETE PAVING	2455	SY	\$7.50	\$18,412.50
27	5" ASPHALTIC CONCRETE PAVING		SY	\$9.30	0
28	OPEN GRADE		SY	\$1.70	-----
29	POWER TO LOTS		EA	\$575.00	\$0
30	TELEPHONE TO LOTS		EA	\$250.00	\$0
31	PULLBOX		EA	\$100.00	-----
32	STREETLIGHT (STANDARD BASE)	4	EA	\$1,900.00	\$7,600.00
33	STREETLIGHT (BREAKAWAY BASE)		EA	\$2,360.00	-----
34	SEWER MANHOLE ADJUSTMENT	2	EA	\$650.00	1300
35	FLOOD CONTROL		LS		-----
36	EXCAVATION	1800	CY	\$5.00	\$9,000.00
37	DROP INLET	2	EA	\$4,000.00	\$8,000.00
38	TRAFFIC SIGNAL		LS		-----
39	STREET/STOP SIGNS	1	EA	\$110.00	\$110.00
40	25" STORM DRAIN RCP		LF	\$40.00	\$0.00
41	18" STORM DRAIN RCP		LF	\$30.00	\$30.00
42	STRIPING FOR THE STREET	1	EA	\$1,200.00	\$1,200.00
TOTAL=					\$89,999.25

	INSPECTION FEE		
	First \$25,000.00 (2.0%)		Total Est. Const. Costs \$89,999.25
	Next \$75,000.00 (1.5%)		Bonding (150%)=Total Bond Amount \$134,998.88
	Over \$100,000.00 (1.25%)		
	PLAN CHECK (25.00min) 0.5%		
	Sub. FM \$30.00 + 1.00/Lot		
	Utility to Lot Fee (\$200)		
	Total Fees		

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EXHIBIT "B"

