

Item #4-6

**City of Carson City
Agenda Report**

Date Submitted: 06/12/ 2007

Agenda Date Requested: 06/21/ 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 Summit Security Housing LLC for Heritage Park Phase 2 at Quail Run PUD, formerly known as Assessor's Parcel No. 009-769-04 located at the northwest corner of Fairview Drive and Saliman Road, Carson City, Nevada.; Recorded No. 241111 of the official records of Carson City, Nevada and Adopted by the Board of Supervisors on September 16, 1999.

Staff Summary: Staff is requesting that the Board of Supervisors sign the Notice of Completion of Improvement Agreement between Carson City and Summit Security Housing 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 Summit Security Housing LLC for Heritage Park Phase 2 at Quail Run PUD, formerly known as Assessor's Parcel No. 009-769-04 located at the northwest corner of Fairview Drive and Saliman Road, Carson City, Nevada.; Recorded No. 241111 of the official records of Carson City, Nevada and Adopted by the Board of Supervisors on September 16, 1999.

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: _____

(Deputy City Engineer)

Date: _____

6/01/07

Concurrences: _____

(Department Head)

Date: _____

(City Manager)

Date: _____

6/12/07

(District Attorney)

Date: _____

6/12/07

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

**NOTICE OF COMPLETION OF
IMPROVEMENT AGREEMENT**

PROJECT: Improvement Agreement between Carson City and Summit Security Housing LLC for Heritage Park Phase 2 at Quail Run PUD, formerly known as Assessor's Parcel No. 009-769-04 located at the northwest corner of Fairview Drive and Saliman Road, Carson City, Nevada.

RECORDING INFORMATION: Recorded #241111, October 12, 1999

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:

Marv Teixeira, Mayor

APPROVED AS TO FORM:

District Attorney's Office

ATTEST:

Alan Glover, Clerk-Recorder

DEVELOPER:

Jim Bawden, President
MSB Properties
Summit Security Housing, LLC

State of _____
County of _____

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

Notary Public

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1 the provisions herein contained and other good and valuable considerations,
2 do hereby agree as follows:

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

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

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

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

1 5. It is further agreed that before the CITY releases the final map for
2 filing for record and as a condition precedent to the recording thereof, the
3 DEVELOPER shall furnish to the CITY cash, an instrument of credit, or a
4 bond in a form approved by the Public Works Director, securing
5 performance by the DEVELOPER of all work shown on the plans,
6 specifications and drawings. This agreement will become effective upon the
7 DEVELOPER submitting said cash, instrument of credit, or bond in the total
8 amount of Three Hundred Eighty Two Thousand One Hundred Thirty Seven
9 Dollars and seventy five cents (\$382,137.75), which amount is 150% of the
10 engineer's estimate to guarantee the performance, labor and materials of all
11 items of work in connection with the construction of all on-site and off-site
12 improvements for Heritage Park Phase 2 at Quail Run P.U.D. The engineer's
13 estimate and the amount of required surety may be adjusted annually for
14 inflation as necessary at the discretion of the Public Works Director. Upon
15 completion and acceptance by the CITY of all work done by the
16 DEVELOPER in connection with this agreement and submittal of "as-built
17 drawings", release will be made in the amount of the surety less 10% of the
18 engineer's estimate to be retained (or a substitute maintenance surety may be
19 posted) to secure the DEVELOPER'S obligation to repair defects in
20 workmanship and materials which appear in the work within one year of
21 acceptance by the CITY. Provisions may be made for inspection and
22 approval of stages of the work and release of portions of the security for the
23 work completed. Partial releases will be processed as set forth in written
24 policies of the CITY which are approved by and may only be changed
25 through resolutions adopted by the Board of Supervisors.

26 6. The DEVELOPER shall protect and take care of all work until its
27 completion and final acceptance by the CITY. While moving on,
28 constructing, and moving off, the DEVELOPER will keep the site free and

1 clear from dangerous accumulation of rubbish and debris, and will maintain
2 sufficient and proper barricades, lights, etc., for the protection of the public.
3 Final acceptance of the work will not be made by the CITY until the area
4 falling under this agreement and all adjacent properties have been cleared of
5 all rubbish, surplus materials and equipment resulting from the contractor's
6 operation, to the satisfaction of the City Engineer.

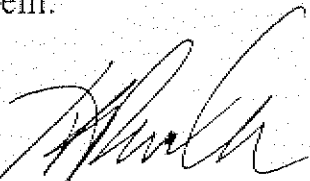
7 7. If the DEVELOPER shall fail, neglect or refuse to do or perform
8 any act or thing herein covenanted and agreed to be done or performed, such
9 failure, neglect or refusal will constitute a default breach of this agreement,
10 and if the DEVELOPER shall fail, neglect or refuse to cure the default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

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

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

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 MSB Properties acknowledges the obligations contained in this
4 agreement and executes this agreement by reason of their providing security
5 herein.

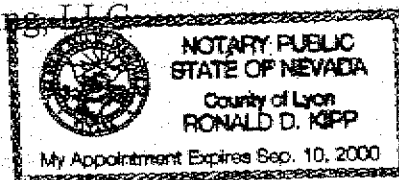
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8 Jim Bawden, General Partner
9 MSB Properties

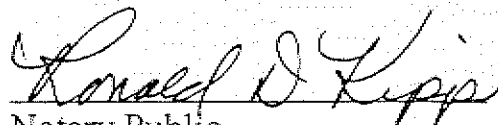
DEVELOPER:

Jim Bawden, President
Summit Security Housing, LLC

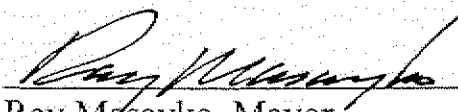
10 STATE OF NEVADA
11 COUNTY OF LYON

12 This instrument was acknowledged before me, a Notary public in and for
13 said County and State, on this 8th day of SEPTEMBER, 1999,
14 by Jim Bawden, General Partner of MSB Properties and President of Summit
15 Security Housing, LLC.

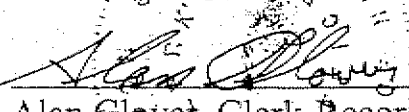



Notary Public

19 CITY:

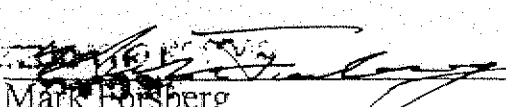
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22 Ray Masayko, Mayor

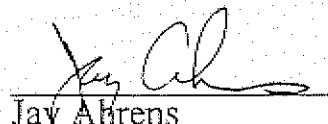
ATTEST


Alan Glover, Clerk-Recorder

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24 Approved as to form:

Approved:

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27 Mark Forsberg
28 Deputy District Attorney


Jay Ahrens
Development Engineering Mgr.

2000-10-12
CIVIL SERVICE
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FILED FOR RECORD
AT THE REQUEST OF
**CARSON CITY CLERK TO
THE BOARD**
'99 OCT 12 P2:58

FILE NO. **241111**
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