

City of Carson City
Agenda Report

Item # 4-4

Date Submitted: November 2, 2007

Agenda Date Requested: November 15, 2007

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: Action to accept the dedication of John Mankins Park property from Silver Oak Development Company, Assessor Parcel Number 7-462-13, as per the Silver Oak Planned Unit Development Subdivision Neighborhood Park Agreement, and accept a \$25,000 payment from the developer to "buy out" the first year of a two-year maintenance requirement of the developer for the park site, and \$25,000 for the second year payment one year from the date of the first payment to total \$50,000 for the two year maintenance "buy out."

Staff Summary: The Parks and Recreation Department has accepted the construction of John Mankins Park in the Silver Oak subdivision. This three-acre neighborhood park was a requirement of the original development agreement between Carson City and Silver Oak Development Company executed in 1997. Subsequently Carson City entered into a Neighborhood Park Agreement with the developer in 2005 outlining more specific processes with the construction of the park and the transfer of ownership and maintenance to the City.(Exhibit A). Parks and Recreation Department staff has also negotiated a "buy out" of the two-year maintenance requirement of the developer to maintain the park, and we are asking the Board of Supervisors to approve the acceptance of the first year of maintenance costs as projected in Exhibit B. If this is approved, the Parks and Recreation Department will compare costs of contracting the maintenance versus performing it "in-house." This payment will allow us to control the maintenance operations there and make the facility consistent with levels of maintenance in other parks in our system and ensure a safe and enjoyable park for our citizens. This process has been successful in the past with the park developments at Long Ranch Estates, Empire Ranch, and Northridge subdivisions, whereas we did a "buy out" of their maintenance obligations.

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 accept the dedication of John Mankins Park property from Silver Oak Development Company, Assessor Parcel Number 7-462-13, as per the Silver Oak Planned Unit Development Subdivision Neighborhood Park Agreement, and accept a \$25,000 payment from the developer to "buy out" the first year of a two-year maintenance requirement of the developer for the park site, and \$25,000 for the second year payment one year from the date of the first payment to total \$50,000 for the two year maintenance "buy out."

Explanation for Recommended Board Action: This action follows the intent of the Neighborhood Park Agreement between the developer, Silver Oak Development Company, and Carson City. In this agreement the process we are following is specifically referenced on Page 3, Sections 10 and 11. The Parks and Recreation Department has been successful with similar arrangements in the past and believes it is in the best interest of the City to acquire ownership of the John Mankins Park property and control the maintenance operations at the site.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: No negative fiscal impact to the General Fund

Explanation of Impact: The "buy out" amount of \$25,000 annually will be sufficient to cover all maintenance costs at John Mankins Park for the two year period. Once the period is up we will seek General Fund monies to continue maintenance operations.

Funding Source: N/A

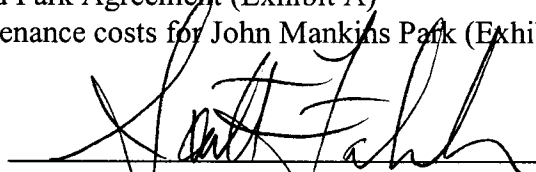
Alternatives:

1. Do not accept dedication and ownership of the park property to Carson City until the two year period following final acceptance has expired.
2. Do not accept the negotiated payment from Silver Oak Development Company for the first year "buy out" payment of \$25,000, and require the developer to maintain the park for the next two years.

Supporting Material:

1. Neighborhood Park Agreement (Exhibit A)
2. Annual maintenance costs for John Mankins Park (Exhibit B)

Prepared By:


Scott Fahrenbruch, Director of Operations/Parks & Recreation Dept.

Date: 11.6.07

Reviewed By:


Roger Moellendorf, Parks & Recreation Director

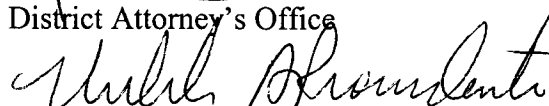
Date: 11/06/07


Linda Ritter, City Manager

Date: 11.6.07


District Attorney's Office

Date: 11/6/07


Finance Department

Date: 11, 6, 07

Board Action Taken:

Motion: _____

1: _____

Aye/Nay

2: _____

(Vote Recorded By)

RECORDED AT THE
REQUEST OF
CARSON CITY CLERK TO
THE BOARD

2005 MAR 10 PM 12:11

FILE NO. 333143

ALAN GLOVER
CARSON CITY RECORDER

FEE \$ PK DEP L

APN 8-061-78

APN _____

APN _____

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

Silver Oak Planned Unit Development Subdivision
Neighborhood Park Agreement

WHEN RECORDED MAIL TO:

RECEIVED

MAR 11 2005

CARSON CITY PARKS DEPT.

333143

NEIGHBORHOOD PARK AGREEMENT
SILVER OAK PLANNED UNIT DEVELOPMENT SUBDIVISION
Carson City, Nevada

Agreement for the Clarification of the Development of a Neighborhood Park at the Silver Oak
Planned Unit Development

THIS AGREEMENT, dated this 17th day of February, 2005, between Silver Oak Development Company hereinafter referred to as "DEVELOPER", and CARSON CITY, NEVADA, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the Board of Supervisors approved the Silver Oak Planned Unit Development on September 16, 1993; and

WHEREAS, the DEVELOPER and the CITY executed a development agreement providing for the developer to perform certain work consisting of on-site and off-site improvements associated with Silver Oak P.U.D., including but not limited to median and side street landscaping, water mains, irrigation systems, storm drains, street curbs and gutters, and a neighborhood park, and all work appurtenant thereto in accordance with the plans, specifications and drawings to be submitted and filed with the City Engineer of the CITY; and

WHEREAS, the CITY and the DEVELOPER wish to construct a three (3) acre neighborhood park on land presently owned by Silver Oak Development Company, a portion of Assessor Parcel Number 8-061-78;

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. It is agreed that the DEVELOPER will design and finalize a mutually agreed upon draft site development plan and preliminary cost estimate for Silver Oak Park a minimum of three (3) weeks time prior to the neighborhood presentation workshops.

2. DEVELOPER and CITY agree to hold at least three (3) neighborhood

1 presentation workshops posted and open to the public, to gather input regarding the design of
2 the park. The Carson City Parks and Recreation Department shall organize all aspects and
3 conduct the three public presentation workshops. The DEVELOPER shall be present at the
4 three (3) meetings.

5 3. DEVELOPER agrees to design Silver Oak Park in accordance with the Parks and
6 Recreation Department's standard details and specifications.

7 4. The Silver Oak Homeowners Association, Parks and Recreation Commission, and
8 Board of Supervisors shall have approval of the final design after the neighborhood
9 presentation workshops.

10 5. It is agreed that a Subdivision Improvement Agreement shall be developed for
11 construction of the park after the design is approved by the Parks and Recreation Commission
12 and the Board of Supervisors. The form of that agreement is attached to this agreement as
13 "Attachment A."

14 6. DEVELOPER agrees to construct at his cost and expense all improvements shown
15 on the approved park plans, specifications, and drawings to be submitted to the City Engineer
16 as part of the building permit construction process, even if project costs exceed the allotted
17 residential construction tax fund balance, and further agrees to install said improvements in
18 strict accordance with the applicable provisions of the Carson City Municipal Code and any
19 other applicable ordinances, rules or regulations of the CITY regarding such work in effect at
20 the date of submittal for final approval.

21 7. DEVELOPER agrees to have substantially completed construction of the park and
22 all required appurtenances such as, but not limited to, access, street improvements, utility
23 connections, drainage improvements, landscape, hardscape, playground equipment, picnic
24 shelter, basketball courts, irrigation systems, and any other amenities or improvements
25 incorporated into the approved final park design, by November 1, 2005.

26 8. If the DEVELOPER fails to begin construction of Silver Oak Park by July 1, 2005,
27 the CITY has the right to resume responsibility for the park design and construction process
28 and proceed to complete the park project based on the approved site development plan for the

1 park.

2 9. If the CITY assumes responsibility for the park design and construction process
3 from the DEVELOPER, the CITY has the right to retain and use all unencumbered residential
4 construction tax funds for the completion of Silver Oak Park and bill the DEVELOPER for
5 any remaining costs required to complete the park.

6 * 10. The DEVELOPER will deed the property to the CITY within thirty (30) days
7 following final acceptance of the project, or within thirty (30) days of notification by the CITY
8 in the event the CITY exercises its right to assume construction of the park due to non-
9 performance by the DEVELOPER.

10 11. DEVELOPER agrees to maintain the park for two (2) years after the CITY'S final
11 acceptance of the park project. * The DEVELOPER may approach the CITY to negotiate a two
12 year buy-out of this maintenance agreement, if it is agreeable with the CITY.

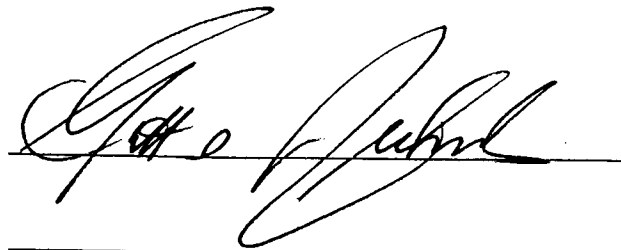
13 12. If the DEVELOPER shall fail, neglect, or refuse to do or perform any act or thing
14 herein covenanted and agreed to be done or performed, such failure, neglect or refusal will
15 constitute a default breach of this agreement, and if the DEVELOPER shall fail, neglect or
16 refuse to cure the default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

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

24 ////

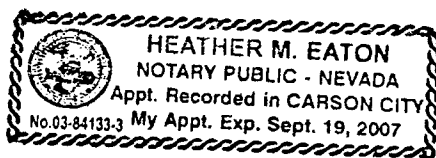
1 IN WITNESS WHEREOF, the parties hereto have caused this agreement to be
2 executed as of the day and year first above written.

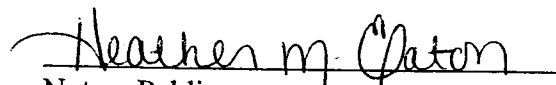
3
4 **DEVELOPER:**

5 
6
7 Silver Oak Development Company

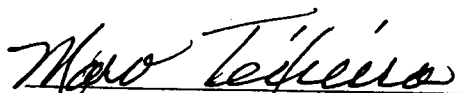
8 STATE OF Nevada
9
10 COUNTY OF Carson

11 This instrument was acknowledged before me, a Notary Public in and for said County and
12 State, on this 8th day of February, 2005, by Garth Richards
13 of Silver Oak Development [Company].

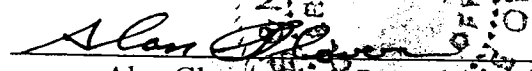


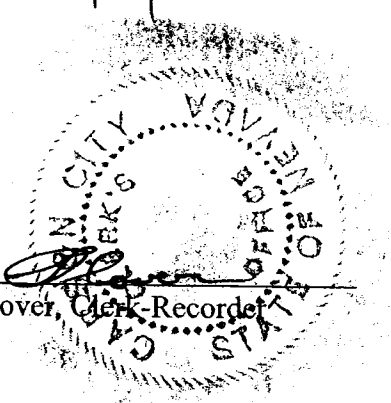
17 
18 Notary Public

19
20
21 **CITY:**

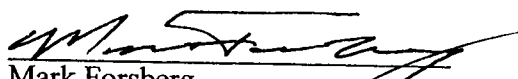
22 
23 Marv Teixeira, Mayor

24
25 **ATTEST:**

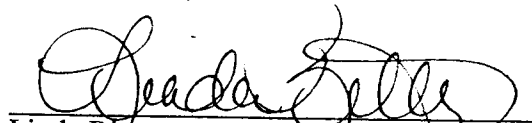
26 
27 Alan Glover, Clerk-Recorder

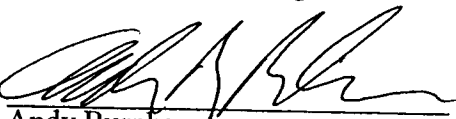


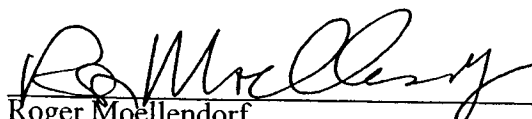
28
29 **APPROVED AS TO FORM:**

30 
31 Mark Forsberg
32 Deputy District Attorney

33
34 **APPROVED:**

35 
36 Linda Rifer
37 City Manager

38 
39 Andy Burnham
40 Development Services Director

41 
42 Roger Moellendorf
43 Parks and Recreation Director

44 
45 Walter Sullivan
46 Planning & Community Development Director

1 ATTACHMENT A

2 SUBDIVISION IMPROVEMENT AGREEMENT

3 Carson City, Nevada

4
5 THIS AGREEMENT, dated this _____ day of _____, 2005, between
6 _____, hereinafter referred to
7 as "DEVELOPER," and CARSON CITY, NEVADA, a municipal corporation, hereinafter
8 referred to as "CITY."

9 WITNESSETH:

10 WHEREAS, in connection with the development of Silver Oak Planned Unit
11 Development Subdivision, the DEVELOPER filed a tentative map with the Community
12 Development Department of the CITY, and said tentative map was duly approved; and

13 WHEREAS, the DEVELOPER has submitted a final map of Silver Oak Planned Unit
14 Development Subdivision for approval and acceptance; and

15 WHEREAS, the DEVELOPER has agreed to do and perform certain work consisting of
16 on-site and off-site improvements associated with Silver Oak Planned Unit Development
17 Subdivision including, but not limited to, street paving, curb and gutter, sidewalk, sewer lines,
18 water mains, storm drains, park improvements, and all work appurtenant thereto in accordance
19 with the plans, specifications, and drawings heretofore submitted and filed with the City
20 Engineer of the CITY; and

21 WHEREAS, the CITY has agreed to accept said improvements when and as completed
22 by the DEVELOPER in accordance with the said plans, specifications, and drawings and in
23 accordance with all applicable provisions of the Carson City Municipal Code and any other
24 applicable ordinances or regulations which are hereby referred to and made part of this agreement
25 by reference, and in accordance with the specific conditions set forth herein.

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

- 28 1. DEVELOPER agrees to construct at his cost and expense all improvements

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

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

14 3. It is further agreed that any defects or faults in the improvements which may
15 appear at any time within two (2) years after final acceptance by the CITY, and which are caused
16 by or result from defective or improper materials or workmanship will be corrected by the
17 DEVELOPER at his own cost and expense.

18 4. The DEVELOPER further agrees to work with the CITY to begin the process of
19 improvements within thirty (30) days from the date of this agreement.

20 5. It is further agreed that before the CITY releases the final map for filing for record
21 and as a condition precedent to the recording thereof, the DEVELOPER shall furnish to the
22 CITY cash, an instrument of credit, or a bond in a form approved by the Public Works Director
23 and Parks and Recreation Department Director, securing performance by the DEVELOPER of all
24 work shown on the plans, specifications, and drawings. This agreement will become effective
25 upon the DEVELOPER submitting said cash, instrument of credit, or bond in the total amount of
26 _____, which amount if 150% of the engineer's
27 with the construction of all on-site and off-site improvements for the Silver Oak Planned Unit
28 Development Subdivision. The engineer's estimate and the amount of required surety may be

1 adjusted annually for inflation as necessary at the discretion of the Public Works Director and
2 Parks and Recreation Department Director. Upon completion and acceptance by the CITY of all
3 work done by the DEVELOPER in connection with this agreement and submittal of "as-built
4 drawings," release will be made in the amount of the surety less 10% of the engineer's estimate
5 to be retained (or a substitute maintenance surety may be posted) to secure the DEVELOPER'S
6 obligation to repair defects in workmanship and materials which appear in the work within two
7 (2) years of acceptance by the CITY. Provisions may be made for inspection and approval of
8 stages of the work and release of portions of the security for the work completed. Partial releases
9 will be processed as set forth in written policies of the CITY which are approved by and may
10 only be changed through resolutions adopted by the Board of Supervisors.

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

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

28 8. It is further agreed that if performance of the work noted in the plans,

1 specifications, and drawings should be delayed without fault of the DEVELOPER, the time for
2 construction of said work may be extended by the CITY for such period of time as is reasonable.

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

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

7 DEVELOPER:
8 _____
9

10 STATE OF _____,

11 COUNTY OF _____,

12 This instrument was acknowledged before me, a Notary Public in and for said County and State,
13 on this _____ day of _____, 2005, by _____
14 _____.

15 NOTARY PUBLIC
16 _____
17

18 CITY:
19 _____

ATTEST:
20 _____

21 Mayor

Clerk-Recorder
22 _____

23 Approved as to form:
24 _____

Approved:
25 _____

26 Deputy District Attorney
27 _____

City Engineer
28 _____

Exhibit B

EXHIBIT "B"

RE: ANNUAL PROJECTED MAINTENANCE COSTS FOR JOHN MANKINS PARK EFFECTIVE NOVEMBER 15, 2007

1. Water = \$4,300 (based on a comparison of water costs to similar size neighborhood parks in our park system)
2. Power = \$450
3. Fertilizer & Chemicals = \$2,000
4. Turf Maintenance (mowing, trimming, etc. Includes fuel and equipment costs) = \$2,150
5. Misc. Supplies & Repair Parts (irrigation system, playground, etc.) = \$1,000
6. Manpower (one seasonal/ hourly employee @ \$11.00 per hour X 1,280 hours) = \$14,080
7. Vehicle/ Equipment/ Fuel Costs = \$1,000

GRAND TOTAL OF ANNUAL COSTS = \$24,980 (ROUNDED UP TO \$25,000)