

Item # 4-1

**City of Carson City
Agenda Report**

Date Submitted: November 25, 08 **Agenda Date Requested:** December 4, 08
Time Requested: Consent

To: Mayor and Supervisors
From: Development Services Department, 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 7, covering a portion of APN 08-061-07, located on Flintwood Drive, south of College Parkway and east of Ormsby Boulevard, Carson City, Nevada.

Staff Summary: Staff is requesting that the Board of Supervisors authorize a release and cancellation of the Improvement Agreement for Silver Oak PUD, Phase 7. 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 7, covering a portion of APN 08-061-07, located on Flintwood Drive, south of College Parkway and east of Ormsby Boulevard, Carson City, Nevada.

Explanation for recommended Board Action: The agreement with security performance bond in the amount of \$113,760.00 was needed to secure the developers obligation to complete the required improvements.

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: [Signature] Date: 11/18/08
(City Engineer)

Concurrences: Walter Sullivan Date: 11/24/08
(D.S. Director)

[Signature] Date: 11-24-08
(City Manager)

Melanie Bunkotta Date: 11-24-08
(District Attorney)

Board Action Taken:

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

(Vote Recorded By)

IMPROVEMENT AGREEMENT RELEASE AND CANCELLATION

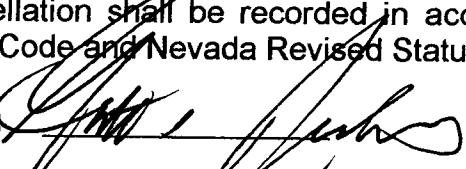
CARSON CITY, NEVADA

PROJECT: The Improvement Agreement between Silver Oak Development Company and Carson City for Silver Oak PUD, Phase 7, covering a portion of APN 08-061-07, located on Flintwood Drive, south of College Parkway and east of Ormsby Boulevard, Carson City, Nevada.

RECORDING INFORMATION: 235395, May 20, 1999

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

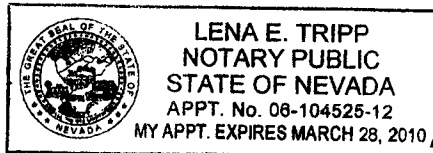
Accordingly, the CITY hereby approves the above-referenced Improvement Agreement for release. Both the CITY and the BUILDER or the heirs, executors, administrators, successors and assigns consent to the cancellation of the Improvement Agreement. In addition, the CITY and the BUILDER or the heirs, executors, 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: 

State of Nevada

County of Carson City

On this 18th Day of November, 2008, 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 Tripp
Notary Public

CITY:

APPROVED AS TO FORM:

Marv Teixeira, Mayor

District Attorney's Office

ATTEST:

Alan Glover, Clerk/Recorder

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1 the provisions herein contained and other good and valuable considerations, do
2 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 improvements
6 in strict accordance with the applicable provisions of the Carson City
7 Municipal Code and any other applicable ordinances, rules or regulations of
8 the CITY regarding such work in effect at the date of this 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 Engineer
12 of any item of work will not forfeit the right of the CITY to require the
13 correction of faulty workmanship or material at any time during the course of
14 the work, although previously approved by oversight; and nothing herein
15 contained will relieve the DEVELOPER of the responsibility for proper
16 construction and maintenance of the work, materials and equipment required
17 under the terms of this agreement until all work has been completed and
18 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 the
21 CITY, and which are caused by or result from defective or improper materials
22 or workmanship will be corrected by the DEVELOPER at his own cost and
23 expense.

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

26 5. It is further agreed that before the CITY releases the final map for
27 filing for record and as a condition precedent to the recording thereof, the
28 DEVELOPER shall furnish to the CITY cash, an instrument of credit, or a

1 bond in a form approved by the City Engineer, securing performance by the
2 DEVELOPER of all work shown on the plans, specifications and drawings.
3 This agreement will become effective upon the DEVELOPER submitting said
4 cash, instrument of credit, or bond in the total amount of One Hundred
5 Thirteen Thousand, Seven Hundred Sixty Dollars (\$113,760.00), which
6 amount is 150% of the engineer's estimate to guarantee the performance, labor
7 and materials of all items of work in connection with the construction of all on-
8 site and off-site improvements for Silver Oak PUD - Phase 7. The engineer's
9 estimate and the amount of required surety may be adjusted annually for
10 inflation as necessary at the discretion of the City. Upon completion and
11 acceptance by the CITY of all work done by the DEVELOPER in connection
12 with this agreement and submittal of "as-built drawings", release will be made
13 in the amount of the surety less 10% of the engineer's estimate to be retained
14 (or a substitute maintenance surety may be posted) to secure the
15 DEVELOPER'S obligation to repair defects in workmanship and materials
16 which appear in the work within one year of acceptance by the CITY.
17 Provisions may be made for inspection and approval of stages of the work and
18 release of portions of the security for the work completed. Partial releases will
19 be processed as set forth in written policies of the CITY which are approved
20 by and may only be changed through resolutions adopted by the Board of
21 Supervisors.

22 6. The DEVELOPER shall protect and take care of all work until its
23 completion and final acceptance by the CITY. While moving on, constructing,
24 and moving off, the DEVELOPER will keep the site free and clear from
25 dangerous accumulation of rubbish and debris, and will maintain sufficient and
26 proper barricades, lights, etc., for the protection of the public. Final
27 acceptance of the work will not be made by the CITY until the area falling
28 under this agreement and all adjacent properties have been cleared of all

1 rubbish, surplus materials and equipment resulting from the contractor's
2 operation, to the satisfaction of the City Engineer.

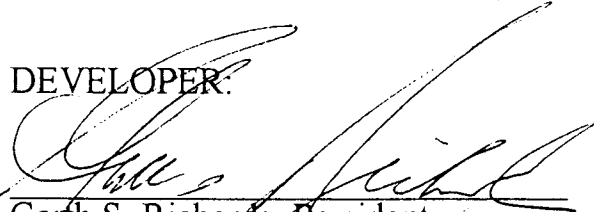
3 7. If the DEVELOPER shall fail, neglect or refuse to do or perform any
4 act or thing herein covenanted and agreed to be done or performed, such
5 failure, neglect or refusal will constitute a default breach of this agreement, and
6 if the DEVELOPER shall fail, neglect or refuse to cure the default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

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

17 9. This agreement will bind the heirs, executors, administrators,
18 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.

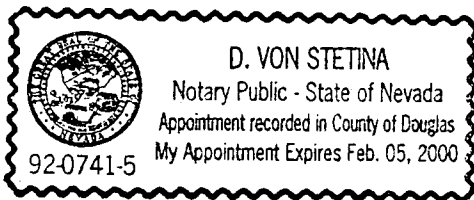
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4 DEVELOPER:

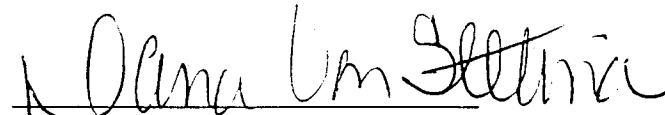
5 
6 Garth S. Richards, President
7 Silver Oak Development Company

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9 STATE OF Nevada,

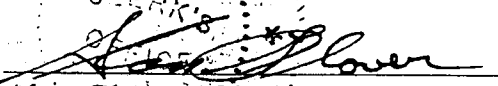
10 COUNTY OF Carson City,

11 This instrument was acknowledged before me, a Notary Public in and for said
12 County and State, on this 5th day of May, 1999, by
13 Garth S. Richards as President of Silver Oak Development Company.

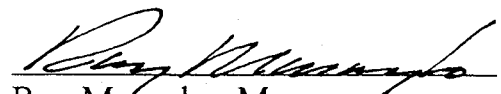


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19 Notary Public

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21 ATTEST:

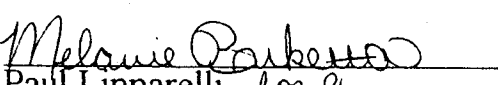
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24 Alan Glover, Clerk-Recorder

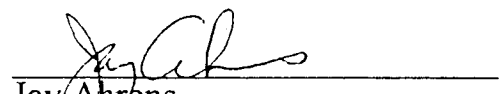
25 CITY:

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28 Ray Masayko, Mayor

29 Approved as to form:

30 Approved:

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33 Paul Lipparelli, for PL
34 Deputy District Attorney

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36 
37 Jay Ahrens
38 Development Eng. Manager