

Item # 4-3c

City of Carson City
Agenda Report

Date Submitted: 11/28/ 2006

Agenda Date Requested: 12/07/2006

Time Requested: Consent

To: Mayor and Supervisors

From: P.W. - Development Engineering

Subject Title: Action to approve and authorize the Mayor to sign the Release and Cancellation for Parcel Map Improvement Agreement between Carson City and Don K. And Toni K. Langson, for the construction of public improvements located on Hot Springs Road west of Goni Road, Carson City, Nevada; Recorded in Book 8 Page 2366 of the official records of Carson City, Nevada and Adopted by the Board of Supervisors on May 19, 2000.

Staff Summary: Staff is requesting that the Board of Supervisors rescind and cancel the Parcel Map Improvement Agreement between Don K. And Toni K. Langson and Carson City.

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 for Parcel Map Improvement Agreement between Carson City and Don K. And Toni K. Langson, for the construction of public improvements located on Hot Springs Road west of Goni Road, Carson City, Nevada; Recorded in Book 8 Page 2366 of the official records of Carson City, Nevada and Adopted by the Board of Supervisors on May 19, 2000.

Explanation for recommended Board Action: All of the requirements set forth in the Agreement have been completed and have passed the warranty period as acceptable; therefore, we will record the Improvement Agreement Release and Cancellation to void the original Improvement Agreement.

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

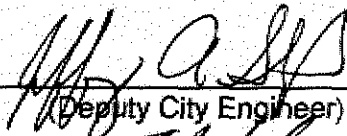
Explanation of Impact: N/A

Alternatives: None

Supporting Materials: Recorded Parcel Map Improvement Agreement and Improvement Agreement Release and Cancellation

Prepared By: Eva Chwalisz, Management Assistant

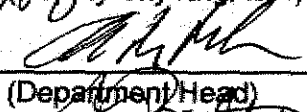
Reviewed By: _____


(Deputy City Engineer)

Date: _____

11/20/06

Concurrences: _____


(Department Head)

Date: _____

11/28/06


(City Manager)

Date: _____

11/28/06


(District Attorney)

Date: _____

11/28/06

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

**IMPROVEMENT AGREEMENT RELEASE AND CANCELLATION
BETWEEN DON K. AND TONI K. LANGSON AND CARSON CITY, NEVADA**

PROJECT: The Parcel Map Improvement Agreement regarding formerly assessor's parcel number 08-123-20, located at Hot Springs Road west of Goni Road, Carson City, Nevada;

RECORDING INFORMATION: Recorded in Book 8 Page 2366 of the official records of Carson City, Nevada and Adopted by the Board of Supervisors on May 19, 2000, document number 248673.

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.

CITY:

APPROVED AS TO FORM:

Marv Teixeira, Mayor

District Attorney's Office

ATTEST:

Alan Glover, Clerk/Recorder

IMPROVEMENT AGREEMENT

PM FOR DON K. & TONI K. LANGSON

APN 08-123-20

Carson City, Nevada

THIS AGREEMENT, dated this 18th day of May, 2000,
between Don K. & Toni K. Langson, hereinafter referred to as "OWNERS", and CARSON
CITY, NEVADA, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the OWNERS in connection with the proceedings for Parcel Map Control
Number 1548 has sought approval from the City for a division of land in accordance with Chapter
17.09 of the Carson City Municipal Code; and

WHEREAS, the OWNERS has submitted a Parcel Map of said division of land to the
CITY for approval and recording; and

WHEREAS, the OWNERS have agreed to do and perform certain work consisting of
on-site and off-site improvements associated with said division of land, including but not limited
to street paving, curb and gutter, sidewalk, sewer and water lines, storm drains, 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 OWNERS 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 regulations which are hereby referred to and made part of this agreement

by reference, and in accordance with the specific conditions set forth 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. OWNERS agree 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 OWNERS will be subject to inspection and acceptance 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 OWNERS 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 accepted by the CITY.
3. It is further agreed that any defects or faults in the improvements which may appear at any time within one (1) year after final acceptance by the CITY, and which are caused by or result from defective or improper materials or workmanship will be corrected by the OWNERS at his own cost and expense.
4. OWNERS further agree that work on said improvements will be started within sixty (60) days from the date of this agreement and will be completed within eighteen (18) months thereafter.

5. It is further agreed that before the City releases the Parcel Map for filing for record and as a condition precedent to the recording thereof, the OWNERS 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 OWNERS of all work shown on the plans, specifications and drawings. This agreement will become effective upon the OWNERS submitting said cash, instrument of credit, or bond in the total amount of Sixty-nine Thousand fifty Dollars (\$69,050), 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 on-site and off-site improvements for said Parcel Map. 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 acceptance by the CITY of all work done by the OWNERS in connection with this agreement and submittal of "as-built drawings", release will be made in the amount of surety less 10% of the engineer's estimate to be retained (or a substitute maintenance surety may be posted) to secure the OWNERS' obligation to repair defects in workmanship and materials which appear in the work within one year of acceptance by the CITY. 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.

6. The OWNERS shall protect and take care of all work until its completion and final acceptance by the CITY. While moving on, constructing, and moving off, the OWNERS 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 acceptance 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.

7. If the OWNERS 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 OWNERS shall fail, neglect or refuse to cure the default upon request of the CITY, the CITY, at its option, may correct such default, and thereupon recover from the OWNERS the cost thereof, or may require the specific performance by the OWNERS 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.

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

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

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

OWNERS:

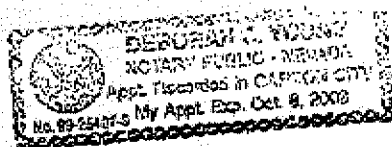
Don K. Langson
Don K. Langson

Toni K. Langson
Toni K. Langson

State of Nevada

County of Carson City

This instrument was acknowledged before me on this 28 day of April, 2000,
by Don K. Langson and Toni K. Langson, as owners on behalf of whom this instrument was
executed.



Deborah C. Young
Notary Public

CITY:

ATTEST:

Alan Glover
Alan Glover, Clerk-Recorder

APPROVED:

Ray Masayko
Ray Masayko, Mayor

APPROVED AS TO FORM:

Deborah C. Young
Deputy District Attorney

APPROVED:

Andrew Burnham
Andrew Burnham, Engineering Manager

87081

248673

10/10/06

10/10/06

10/10/06

FILED FOR RECORD
AT THE REQUEST OF
CARBON CITY CLERK TO
THE BOARD
DO MAY 19 12:43

FILE NO. 248673
ALAN GLOVER
CARBON CITY RECORDER
FEE \$10.00 DEP

248673