

Item # 7A

**City of Carson City
Agenda Report**

Date Submitted: October 23, 2006

Agenda Date Requested: November 2, 2006
Time Requested: 5 Minutes

To: Mayor and Supervisors

From: Public Works Engineering

Subject Title: Action to approve and authorize the Mayor to sign a Participation Agreement between The Ribeiro Companies, 6490 S. McCarren, Bldg E, Reno, NV 89509 and Carson City for sanitary sewer engineering design and construction on the old alignment of Partrick Street, underneath South Carson Street, between the terminus of the existing sewer line on the east side of South Carson Street to the intersection of Junction Drive and Patrick Street on the west side of South Carson Street in which Carson City agrees to reimburse The Ribeiro Companies an amount, as specified in the agreement, not to exceed a total of \$205, 900.00 from the Sewer Fund and other matters properly related thereto.

Staff Summary: As a part of Phase 2 of the Carson City Freeway, this sewer extension was identified as the means to provide sanitary sewer service to the area generally described as south of Clearview Drive and West of Carson Street. The project was on the City's Capital Improvement list to be funded by the Sewer Fund. The initial opinion of probable cost was \$600,000 and was not scheduled for several years. With the project being proposed by the Riberio Companies, an opportunity arose to have the line constructed at a much lower cost and much sooner. The sewer extension is essential to allowing the Ribeiro development project to be constructed but will serve the entire area.

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 a Participation Agreement between The Ribeiro Companies, 6490 S. McCarren, Bldg E, Reno, NV 89509 and Carson City for sanitary sewer engineering design and construction on the old alignment of Partrick Street, underneath South Carson Street, between the terminus of the existing sewer line on the east side of South Carson Street to the intersection of Junction Drive and Patrick Street on the west side of South Carson Street in which Carson City agrees to reimburse The Ribeiro Companies an amount, as specified in the agreement, not to exceed a total of \$205, 900.00 from the Sewer Fund and other matters properly related thereto.

Explanation for Recommended Board Action: With the development of property on the west side of South Carson Street, the sewer line can be installed much cheaper and sooner than if left to be constructed as part of the City's CIP program. Funds are budgeted and the appropriate agencies (Nevada Department of Transportation and Carson City Development Engineering) are reviewing plans for permitting.

Applicable Statue, Code, Policy, Rule or Regulation: NRS 338.0115

Fiscal Impact: \$205,900.00

Explanation of Impact: N/A

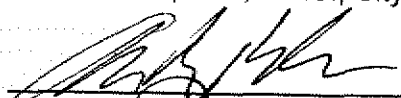
Funding Source: Sewer Fund

Alternatives: Do not enter into the participation agreement and construct project as City CIP.

Supporting Material: Participation Agreement

Prepared By: Lawrence A Werner, P.E., P.L.S., City Engineer

Reviewed By:


(Public Works Director)

Date: 10/23/06


(City Manager)

Date: 10-23-06


(District Attorney)

Date: 10-23-06


(Finance Director)

Date: 10-23-06

Board Action Taken:

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

(Vote Recorded By)

PARTICIPATION AGREEMENT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of November 2, 2006 approved the acceptance of the attached Participation Agreement by and between Carson City and The Ribeiro Companies. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this agreement in accordance with the action taken.

CARSON CITY, NEVADA

MARV TEIXEIRA, MAYOR

DATED this 2nd day of November, 2006.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 2nd day of November, 2006.

*** * * END OF DOCUMENT * * ***

*** SANITARY SEWER PARTICIPATION ***

PARTICIPATION AGREEMENT

South Carson Street
(Along the Patrick Street Alignment)

_____, Carson City, Nevada

THIS AGREEMENT, dated this ____ day of _____, 2006, between The Ribeiro Companies, 6490 S. McCarran, Bldg. E, Reno, NV, 89509, hereinafter referred to as "APPLICANT"), and CARSON CITY, NEVADA, a consolidated municipality (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, APPLICANT has agreed to participate in certain work associated with the development of Carson City Assessor's Parcel No. 009-266-02, located at 4550 South Carson Street, which work includes and is limited to the construction of a sewer main in accordance with the plans and specifications for the Patrick Street Sewer Line Extension, heretofore submitted and filed with the Public Works Department of the CITY;

WHEREAS, CITY desires to accept said improvements for maintenance and operation when and as such facilities are completed by APPLICANT in accordance with the approved plans, specifications and drawings, all applicable provisions of the Carson City Municipal Code and any other applicable ordinances or regulations which are hereby referred to and made a part of this Agreement by reference, and in accordance with the specific conditions set forth within this Agreement itself;

WHEREAS, the subject property is zoned General Commercial;

WHEREAS, Nevada Revised Statutes 338.0115 provides that if a private developer constructs a sewer line extension and pays the entire cost thereof, the requirements of Nevada Revised Statutes 332, 338 and 339 do not apply to the construction and the local government may contribute money to the project; and

WHEREAS, this portion of the sewer extension benefits numerous properties lying south of Overland Street and west of South Carson Street;

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

1. The APPLICANT shall contract for and have designed and installed, the required sewer main from the existing sewer line its terminus on the east side of South Carson Street in the old Patrick Street alignment, under South Carson Street to a point in Junction Drive , along with all facilities associated with such construction.

The CITY shall reimburse APPLICANT an amount not to exceed \$205,900 which represents the actual design and construction costs of the sewer line, including APPLICANT's normal profit and overhead (not to exceed 18%).. The reimbursement may occur in two phase, the first phase being the reimbursement at the completion of and the acceptance of the design and the second Phase being the completion of construction and acceptance of the line by CITY. Reimbursement requests by APPLICANT, upon APPLICANT's invoice, must be accompanied with copies of the invoices from APPLICANT's engineers and contractors.

2. This agreement shall be binding on both parties for a twelve (12) month period following the final date of the Agreement or until the final completion of the project, if under construction during this time period.

3. The work under this Agreement shall begin when and if APPLICANT authorizes his engineer to begin design of the project.

4. If APPLICANT fails, neglects, or refuses to construct the sewer line as and when agreed, such failure shall constitute a breach of this Agreement. If APPLICANT fails to cure the default upon the request of CITY, CITY, at its option, may correct such default and thereupon recover from APPLICANT the cost thereof or may require the specific performance by APPLICANT of all the construction as required under this Agreement. The foregoing shall 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 shall be construed as any election.

5. This Agreement shall bind the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

The Rebeiro Companies

Date

STATE OF _____

On this _____ day of _____, 20____, personally appeared before me, the undersigned, a Notary Public in and for the _____, State of _____, _____ personally known (or proved) to me to be the person_ whose name is subscribed to the above instrument and who acknowledged to me that _he _ executed the same freely and voluntarily and for the uses and purposes thereby mentioned.

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IN WITNESS WHEREOF I have hereunto
set my hand and affixed my official seal the day
and year in this certificate first above written.

CITY:
REVIEWED AND RECOMMENDED BY:

LAWRENCE A. WERNER, P.E., R.L.S. Date
City Engineer

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney Date

APPROVED:

MARV TEIXEIRA, Mayor Date

ATTEST:

ALAN GLOVER, Clerk-Recorder Date