

**City of Carson City  
Agenda Report**

**Date Submitted:** September 4, 2015

**Agenda Date Requested:** Sept. 17, 2015

**Time Requested:** 5 Minutes

**To:** Mayor and Board of Supervisors

**From:** Public Works Department (Darren Schulz)

**Subject Title:** Action to approve and authorize the Mayor to sign a Sewer Line Replacement Participation Agreement by and between Herman and Emmy Bauer, and Carson City, Nevada a consolidated municipality, for work including, but not limited to the replacement of a sewer line in accordance with approved plans and specifications for the West Ann Street Sewer Main Improvements. The total City commitment to this project, as specified in the agreement, shall not exceed a total of \$15,000 from the Sewer Fund. (Danny Rotter)

**Staff Summary:** The applicant, Herman and Emmy Bauer, agree to replace a sewer line in West Ann Street. The applicant is building multi-family homes and connecting to sewer. The code requires the applicant to replace the line if it does not meet minimum size/flow requirements, and the services are at the end of the line without additional flow even at build out. The City wishes to replace the main due to age and material, for reduced risk of sewer line collapse or plugging. A special use permit was approved with the condition of approval that the line be replaced, and Public Works agreed to fund up to 50% pending Board of Supervisors' approval. The applicant will contract for and have installed all required sewer lines from the sewer manhole located in the intersection of West Ann Street and North Division Street, west 240' and ending at the sewer manhole located in the intersection of West Ann Street and North Minnesota Street, along with all facilities associated with such construction. The CITY shall reimburse the applicant 50% of the construction cost not to exceed \$15,000 for actual construction costs associated with replacement of the sewer main. The reimbursement will occur upon completion and acceptance of the work by the City and receipt by the CITY of the applicant's invoice, with copies of the invoices from the applicant's contractors.

**Type of Action Requested:**

Resolution

Formal Action/Motion

Ordinance

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 Sewer Line Participation Agreement by and between Herman and Emmy Bauer, and Carson City, Nevada a consolidated municipality, for work including, but not limited to the replacement of a sewer line in accordance with approved plans and specifications for the West Ann Street Sewer Main Improvements. The total City commitment to this project, as specified in the agreement, shall be 50% of the construction cost and shall not exceed a total of \$15,000 from the Sewer Fund.

**Explanation for Recommended Board Action:** As a condition of approval for a special use permit, the applicant is required to replace the sewer main from the sewer manhole located in the intersection of West Ann Street and North Division Street across their frontage to accommodate construction of two new multi-family units. The replacement of the sewer main to the manhole in the intersection of West Ann Street and North Minnesota Street is needed to prevent potential sewer line collapse and plugging, by providing a larger pipe meeting modern material requirements.

**Applicable Statute, Code, Policy, Rule or Regulation:** The applicant is required to extend the water main across their frontage pursuant to CCMC 12.05.050. The remaining replacement will provide continuity and reliability in the sewer system.

**Fiscal Impact:** Not to exceed \$15,000

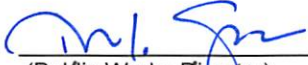
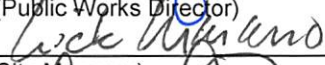
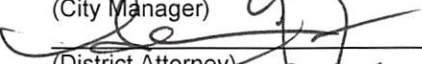
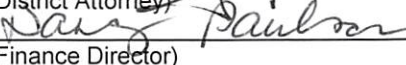
**Explanation of Impact:** The City's portion of the project is not to exceed \$15,000.

**Funding Source:** Sewer Fund, Account Number 510-3205-434.70-40

**Alternatives:** Not to participate with the homeowner to construct the sewer main.

**Supporting Material:** Sewerline Participation Agreement.

**Prepared By:** Danny Rotter, Engineering Manager

<b>Reviewed By:</b> <u></u>	Date: <u>9/8/15</u>
(Public Works Director)	
<u></u>	Date: <u>9/8/15</u>
(City Manager)	
<u></u>	Date: <u>9/8/15</u>
(District Attorney)	
<u></u>	Date: <u>9/8/15</u>
(Finance Director)	

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

\*\*\* PARTICIPATION AGREEMENT \*\*\*

PERMIT NO. ##-###  
SEWER MAIN IMPROVEMENTS ON  
West Ann Street between North Division Street and North Minnesota Street

THIS AGREEMENT, dated this 26 day of August, 2015, between HERMAN AND EMMY BAUER, (hereinafter referred to as "APPLICANT"), and CARSON CITY, NEVADA, a consolidated municipality (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, the APPLICANT has agreed to perform certain work associated with construction of a sewer main replacement, located on West Ann Street from the intersection of North Division Street, approximately 240 lineal feet (LF) westward to the intersection of North Minnesota Street, which work includes and is limited to construction of approximately 240 LF of 8" sewer main including necessary appurtenances and pavement restoration; and

WHEREAS, the CITY desires to have improvements completed by the 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; and

WHEREAS, Carson City Municipal Code 12.05 places the requirements upon the APPLICANT; and

WHEREAS, the CITY agrees to pay for 50% of the following items; removal and replacement of the existing sewer main, reconnection of the sewer main to the existing manholes, removal and patching of pavement associated with the aforementioned work. All costs will be determined by the actual quantity placed in the field using the unit prices provided by the chosen Contractor; and

WHEREAS, the CITY agrees to pay for 50% of the following items; design fees, permitting fees, material testing costs, mobilization and demobilization, traffic control, and storm water protection. All costs will be determined by the actual quantity placed in the field using the unit prices provided by the chosen Contractor; and

WHEREAS, the CITY agrees, in the event of a change order to pay the portion of the change order which is deemed by the Public Works Director to be the responsibility of the CITY.

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 complete design work for the West Ann Street Sewer Main Improvements as described above.
2. The CITY shall upfront the costs of permitting and testing.
3. The APPLICANT shall provide three signed bids from qualified contractors to construct the West Ann Street Sewer Main Improvements.

4. The CITY shall choose the bid which is most advantageous to the CITY from the three provided.
5. The APPLICANT shall contract for and complete the construction of the West Ann Street Sewer Main Improvements as described above.
6. The CITY shall reimburse the APPLICANT not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00) for costs of constructing the above improvements on West Ann Street from North Division Street approximately 240 feet westward to North Minnesota Street, based on the Contractor's bid chosen by the City. The CITY will deduct 50% of the actual permitting and testing costs which were paid by the City. The reimbursement will occur upon completion and acceptance of the work by the CITY and receipt by the CITY of APPLICANT's invoice. The invoice shall be itemized for all items to be included in the participation. Failure to provide the itemized bill will exempt the installation from participation.
7. The total commitment by the CITY to this project shall not exceed FIFTEEN THOUSAND DOLLARS (\$15,000).
8. 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. If APPLICANT fails to commence construction on both the sewer main improvements and any improvements on APN 001-191-06 within a twelve (12) month period following the date of the Agreement, this Agreement including, Condition #10, shall become null and void.

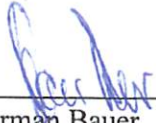
9. The construction work under this Agreement shall begin when and if APPLICANT commences construction of sewer main improvement on West Ann Street from North Division Street, approximately 240 LF westward to North Minnesota Street. APPLICANT agrees to complete the construction of work under this Agreement within 60 days of commencement of construction of the work under this Agreement.

10. If APPLICANT fails, neglects, or refuses to construct said improvements as and when agreed and per the plans and specifications, such failure shall constitute a breach of this Agreement. If APPLICANT fails to cure the default upon the request of CITY, the CITY, at its option, may correct such default and thereupon recover from APPLICANT the cost thereof. 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.

11. This Agreement shall bind the heirs, executors, administrators, 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.

APPLICANT: HERMAN AND EMMY BAUER



\_\_\_\_\_  
Herman Bauer



\_\_\_\_\_  
Emmy Bauer

Subscribed and sworn to before me on  
this \_\_\_\_ day of \_\_\_\_\_, 2015  
by Herman Bauer and Emmy Bauer

See attached Notary Certificate  
Notary Public

CITY:

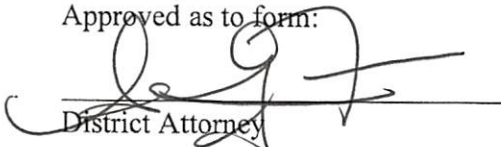
\_\_\_\_\_  
ROBERT L. CROWELL, Mayor

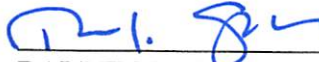
ATTEST:

\_\_\_\_\_  
SUSAN MERRIWETHER  
Clerk-Recorder

Approved as to form:

APPROVED:

  
\_\_\_\_\_  
District Attorney

  
\_\_\_\_\_  
DARREN SCHULZ, P.E., Public Works Director

  
\_\_\_\_\_  
NANCY PAULSON, Finance Director



# California Jurat Loose Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sonoma } ss.

Subscribed and sworn to (or affirmed) before me this 26<sup>th</sup> day of August, 2015

by Herman Bauer and Emmy Bauer

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Socrates M Vargas  
Notary Public Signature

Seal



## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.  
\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: Participation Agreement # of Pages: 6

## Notes

Notes section with multiple horizontal lines for writing.