



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 7, 2021

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed waterline reimbursement agreement between Roventini, LLC, and Carson City providing for reimbursement from the benefitted parcel to Roventini for 50 percent of the cost of a water line extension along Overland Street between Voltaire Street and Cochise Street, less a 15 percent administrative fee to be paid to the City, that benefits both Roventini's parcels (APNs 009-263-06, 009-263-10, and 009-861-01 through 009-861-28) and the benefitted parcel (APN 009-267-13), if the benefitted parcel owner begins to plat, parcel, develop or build upon the benefitted parcel within the next 10 years. (Darren Schulz, DSchulz@carson.org; Randall Rice, RRice@carson.org; and Dan Stucky, DStucky@carson.org)

Staff Summary: Roventini will construct and fully pay for the necessary waterline improvements along Overland Street between Voltaire Street and Cochise Street, approximately 500 feet east of Voltaire Street. The improvements include a waterline extension and a pressure reducing station that must meet all City requirements and standards. The proposed waterline improvements connect existing waterline in Overland Street to the termination of the existing waterline in Overland Street just west of Cochise Street. Because the proposed waterline also benefits adjacent, undeveloped parcels, Roventini is eligible for partial reimbursement at the time that the benefitting parcel owners begin to plat, parcel, develop or build upon the benefitted parcel. Carson City Municipal Code ("CCMC") 12.01.210(6) details the process for reimbursement, including the establishment of the proposed reimbursement agreement with the City for the City to administer the reimbursement and seek future reimbursement from the beneficiary on behalf of Roventini.

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to approve the agreement.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

N/A

Background/Issues & Analysis

The City's water system does not currently cover the western 500 feet of Overland Street between Voltaire Street and Cochise Street. Roventini will construct the necessary waterline improvements to serve the parcels north of Overland (APNs 009-263-06, 009-263-10, and 009-861-01 through 009-861-28), all of which are owned

by Roventini. The installation will connect the existing water mains on Voltaire Street and Cochise Street. The water line improvements will also benefit the parcel south of Overland Street addressed as 4580 Cochise Street (APN 009-267-13), which runs the length of Overland Street between Voltaire Street and Cochise Street. CCMC 12.01.210(6) provides that benefitting parcel owners are responsible for a pro rata share of the costs of the water line extension if the benefitted parcel owner begins to plat, parcel, develop or build upon the benefitted parcel within the next 10 years.

Under CCMC 12.01.210(6), Roventini will be required to obtain three itemized bids prior to construction from qualified contractors and pay for the entire cost of construction of the water line. If the benefitted parcel owner begins to plat, parcel, develop or build upon the benefitted parcel within the next 10 years, Carson City will collect 50 percent of the cost of the water line improvements from the benefitted parcel owner, deduct a 15 percent administrative fee, based on the total construction cost, and provide the remaining funds (35 percent of the total construction cost) to Roventini as reimbursement. The reimbursement agreement becomes null and void 10 years from the date of Board of Supervisors' approval.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 12.01.210(6) - Water Main Extensions

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Building Permits Fund/Miscellaneous Income 5259080-466110

Is it currently budgeted? No

Explanation of Fiscal Impact: If the benefiting parcel on the south side of Overland Street (APN 009-267-13) is developed within 10 years from the Board of Supervisors' approval of the agreement, the City is entitled to a 15 percent administrative fee. The fee is based on the total cost to construct the water main extension as described by CCMC 12.01.210. If realized, the 15 percent administrative fee will be deposited in the Building Fund, Account #: 5259080-466110 (Misc. Other Income) to reimburse the administrative expenses incurred.

Alternatives

Do not approve the proposed agreement and provide alternative direction to staff.

Attachments:

[Approximate Overland Water Line Extension.pdf](#)

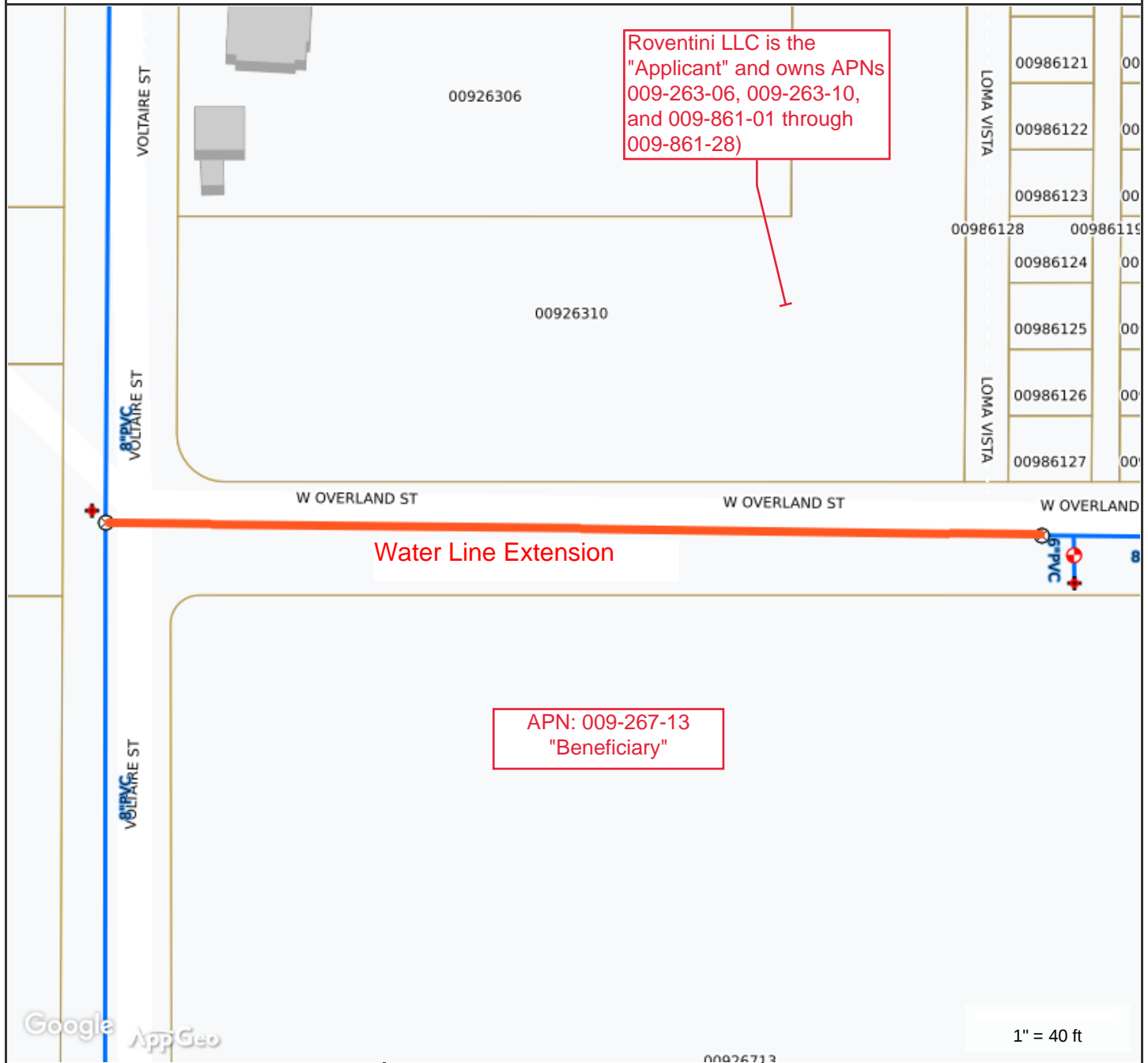
[Clearview Ridge Reimbursement Agreement Final_Rev 1.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

Approximate Overland Waterline Extension



[CLICK LOGO FOR TUTORIAL](#)

**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018
Data updated 11/17/2018

WATERLINE REIMBURSEMENT AGREEMENT

OVERLAND STREET

Assessor's Parcel Nos.

009-263-06, 009-263-10, and 009-861-01 through 009-861-28

Carson City, Nevada

THIS AGREEMENT between ROVENTINI, LLC, a Nevada limited liability company (“Applicant”), and CARSON CITY, NEVADA, a consolidated municipality (“City”). City and Applicant may be individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS:

WHEREAS, the Applicant desires to construct a new water main with pressure reducing station on Overland Street from Voltaire Street approximately 500 feet East of Voltaire Street; and

WHEREAS, the Applicant is front-ending such waterline improvements and pressure reducing station which will benefit the owner of Assessor's Parcel Number 009-267-13 (“Beneficiary”), who will be required to reimburse Applicant at the time the Beneficiary begins to plat, parcel, develop or build upon their parcels; and

WHEREAS, Section 12.01.210(6) of the Carson City Municipal Code places certain requirements upon the Applicant when installing a water main extension;

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. Water Line Extension. The Applicant shall contract for and have installed all required waterline improvements and pressure reducing station, from the existing water line at the intersection of Voltaire Street and Overland Street to connection with the existing watermain on Overland Street approximately 500 feet East of Voltaire Street.

2. Bids. Applicant shall obtain 3 bids before construction begins from qualified contractors, unless, due to extraordinary circumstances or specialized construction, the Applicant is unable to obtain 3 bids. Applicant shall notify City of any reason why 3 bids cannot be obtained. City may respond within a reasonable time, indicating its approval to proceed with less than 3 bids or that Applicant's stated reasoning does not fall within the extraordinary circumstances or specialized construction criteria. The determination of what qualifies as an extraordinary circumstance or specialized construction shall be made by City, in its sole discretion. Applicant's failure to obtain 3 bids, absent extraordinary circumstances or specialized construction, will exempt the installation from reimbursement.
3. Itemized Bids. The bids shall be itemized and include costs for all items to be installed (e.g., pipe, valves, hydrants, manholes, etc.). Construction costs eligible for reimbursement are limited to engineering, the contractor's bid, construction staking by an engineer or surveyor, the permit, an inspection, and testing fees. Applicant's administrative costs are not eligible for reimbursement. Applicant's failure to obtain itemized bids will exempt the installation from reimbursement.
4. Applicant to Pay Actual Costs of Installation. Applicant agrees to front-end the cost of the waterline improvements and pressure reducing station and in no case pay less than 100% of the actual cost of installing the water line.
5. Reimbursement Request. Upon completion of the water line, Applicant shall submit to City an application for reimbursement, attaching the bids that were obtained (at least 3 bids unless less than 3 bids was permitted under section 2 of this Agreement), proof of completion of the water line extension, proof that the water line was accepted by City, and proof of all costs eligible for reimbursement (under section 3 of this Agreement). Applicant's failure to submit a reimbursement request and the required documentation will exempt the installation from reimbursement.
6. Pro-Rata Shares. City has determined the pro rata share of the Applicant (APNs 009-263-06, 009-263-10, and 009-861-01 through 009-861-28) to be 50 percent, and the pro rata share of the Beneficiary (APN 009-267-13) to be 50 percent.

7. Beneficiary's Reimbursement. City shall require the Beneficiary to reimburse Applicant for the Beneficiary's pro rata share of the costs of the water line extension at the time that the Beneficiary begins to plat, parcel, develop, or build upon the Beneficiary's parcel(s). City may not permit the Beneficiary to connect to the water line extension without first paying to City the Beneficiary's pro rata share of the costs described in sections 3 and 5 and all other fees required by City.

8. Administrative Fee; Reimbursement of Applicant. Upon receipt of reimbursement from the Beneficiary, City shall deduct an administrative fee consisting of 15 percent of the total construction costs of the water line extension. City shall pay the remainder of the reimbursement to Applicant within 30 days after receiving a reimbursement payment from the Beneficiary. If the Beneficiary reimburses Applicant directly, Applicant must pay to City a 15 percent administrative fee.

9. Termination. This Agreement shall terminate and become null and void:

- a. after 10 years following the date of the Board of Supervisors' approval of this Agreement;
- b. upon recording of a map reverting of the land to acreage; or
- c. upon City's construction of the public improvements.

10. Expiration of Agreements and Permits. Upon final expiration of Applicant's agreements and permits, and if the project is not constructed, Applicant acknowledges that City may pursue available remedies and charge Applicant's bond when doing so.

11. Notice. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, overnight delivery service, or mailing by United States mail, postage prepaid, by certified mail, return receipt requested, addressed as follows:

APPLICANT: Ernesto Flores, Manager
Roventini, LLC
402 N. Division St.
Carson City, NV 89703

CITY: Carson City Development Services
Attn: City Engineer
108 E. Proctor St.
Carson City, NV 89701

Any Party may, by notice in writing served upon the other as described above, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

12. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and is the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Nothing in this Agreement shall be deemed to supersede or nullify any other development agreement between any or all of the Parties, except that this Agreement governs the Applicant's water line reimbursement.

13. Successors; Assignment. This Agreement will bind the heirs, executors, administrators, successors, and assigns of the respective Parties. No Party may assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

14. Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Applicant and City, and their permitted successors and assigns. Except as otherwise specified in this Agreement, no person other Applicant and City shall have any right of action based upon any provision of this Agreement. The Beneficiary shall have the right to enforce sections 4 through 9 of this Agreement.

15. Independent Contractor. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship among the Parties or the Beneficiary.

16. Amendments. This Agreement may only be amended in writing by the Parties hereto.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which shall constitute a single agreement.

18. Nevada Law; Jurisdiction. The laws of the State of Nevada shall govern the interpretation and construction of this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City.

19. Indemnification. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents.

20. Limited Liability. City does not waive and intends to assert any and all available NRS Chapter 41 immunity in all cases. The contract liability of the Parties under this Agreement does not include punitive damages or liquidated damages. The Parties agree that, in the event a lawsuit is filed and a Party is awarded attorney's fees for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

21. Remedies; Waiver. The rights and remedies of the Parties are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages. No waiver of any right or remedy shall be effective unless in writing. A waiver of any right or a party's failure to insist on strict compliance with the terms of this Agreement shall not operate as a waiver of any other right or remedy.

22. Public Records. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. City will have the duty to disclose particular information or documents, unless they are made confidential by law or a common law balancing of interest.

23. Authority to Sign. The Parties represent and warrant that the person executing this Agreement on behalf of each respective Party has full power and authority to enter into this Agreement.

24. Force Majeure. No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public

transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

(The remainder of this page is blank; the signature blocks continue on the next page.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year of the last signature affixed hereto:

APPLICANT:

By: Ernesto Flores, Manager
Roventini, LLC

STATE OF NEVADA)
 : ss.
CARSON CITY)

On _____, 2020, personally appeared before me, a notary public, ERNESTO FLORES, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the Manager of ROVENTINI, LLC, a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing on behalf of said company.

NOTARY PUBLIC

CITY:

Recommended by:

Approved:

Randall Rice,
City Engineer

Lori Bagwell
Mayor

Approved as to form:

Attest:

Deputy District Attorney

Aubrey Rowlett,
Clerk-Recorder

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year of the last signature affixed hereto:

~~APPLICANT~~
~~By: Ernesto Flores, Manager
Roventini, LLC~~

STATE OF NEVADA)
 : ss.
CARSON CITY)

On _____, 2020, personally appeared before me, a notary public, ERNESTO FLORES, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the Manager of ROVENTINI, LLC, a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing on behalf of said company.

NOTARY PUBLIC

~~CITY:
Recommended by: _____
Randall Rice,
City Engineer
Approved as to form: _____
Deputy District Attorney
Approved: _____
Brad Bonkowski,
Mayor Pro Tempore / Acting Mayor
Attest: _____
Aubrey Rowlatt,
Clerk-Recorder
Date _____~~

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

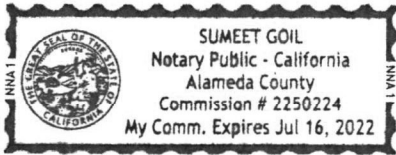
State of California }
County of ALAMEDA }

On 11/20/2020 before me, SUMEET GOIL
Date Here Insert Name and Title of the Officer
personally appeared ERNESTO RODRIGUEZ FLORES
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature S G Gil
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: WATERLINE REIMBURSEMENT AGREEMENT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____