

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT

1. PARTIES AND DATE.

This Reimbursement Agreement is made and entered into this ____ day of _____, 202__, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **Nevada Pacific Consulting, LLC**, a Domestic Limited-Liability Company, with its principal place of business at 956 Lakeshore Boulevard, Incline Village, Nevada (“Applicant”). The District and Applicant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Applicant. Applicant will cause to be constructed, at its sole cost and expense, an 8” ductile iron pipe watermain and appurtenances thereto on, over, and across that property as shown in Exhibit A. Applicant has requested, and District is willing to provide, reimbursement of a portion of the cost of replacing 477 linear feet of existing 6” waterline with new 8” waterline, plus appurtenances, in order to meet requirements of the North Lake Tahoe Fire Protection District for new development being proposed at 1100 Ponderosa Ranch Road (the “Project”). Said improvements will be approved by District as having been constructed in the appropriate size and dimension to meet the needs of District and Applicant as set forth in this Agreement.

2.2 District. District is a general improvement district organized under the laws of the State of Nevada, with the power to construct or acquire improvements and/or facilities pertaining to storm drainage, flood control, sanitation, recreation, water, and fire protection, among other things, and to furnish services pertaining to said improvements and/or facilities. Pursuant to this power, Applicant has requested, and District is willing to provide, reimbursement of a portion of the cost of the Project to the extent the District is receiving a benefit from the Applicant’s construction of the Project.

3. TERMS.

3.1 Reimbursement. District agrees that Applicant is entitled to reimbursement for a portion of the cost of constructing that part of the Project which benefits District. It is hereby agreed that the costs of construction of the Project totals Ninety-Five Thousand Four Hundred and Five Dollars (\$95,405.00), and that District’s share of said Project cost to be reimbursed to the Applicant is **Forty-Seven Thousand Seven Hundred and Two Dollars and Fifty Cents (\$47,702.50)**. Said reimbursement amount due from District to Applicant has been calculated by Applicant’s Contractor’s Bid dated May 11, 2022 (Exhibit B). Upon completion of the Project, Applicant will provide notice to District concerning the due date of the reimbursement payment as set forth in Section 3.3 of this Agreement. District agrees to make said reimbursement payment to Applicant by the due date and in the manner set forth in the notice provided to District pursuant to this Section.

3.2 Term. It is understood and agreed by the Parties that no reimbursement shall be made to Applicant after the expiration of one year from the date of this Agreement, at which time this Agreement shall terminate and be of no further effect unless the Parties have, by mutual written consent, extended the term of this Agreement if necessary to complete the Project.

3.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Kate Nelson, P. E.

Applicant

Nevada Pacific Consultants
956 Lakeshore Blvd.
Incline Village, NV 89451
Attn: Janey John

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6 Entire Agreement; Amendment. This Reimbursement Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

3.7 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

3.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or

service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.11 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.13 Authority to Enter Agreement. Applicant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.15 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

CONTRACTOR:
NEVADA PACIFIC CONSULTANTS, LLC
Agreed to:

By: _____
Brad B. Underwood, P. E.
Director of Public Works

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

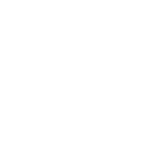
Joshua Nelson
District General Counsel

If Contractor is a corporation, attach evidence of authority to sign.



NOTES:
 1. DIMENSIONS SHALL MEET A.D.A. & THE AMERICANS WITH DISABILITIES ACT (A.D.A.) REQUIREMENTS.
 2. SIGN POSTS SHALL BE SET IN SIDEWALK, 12" BEHIND THE.

POST FOOTING
 NOTES:
 1. POSTS SHALL BE SET 2" BEHIND CONCRETE SIDEWALK.



ADA SIGN DETAIL
 NO SCALE

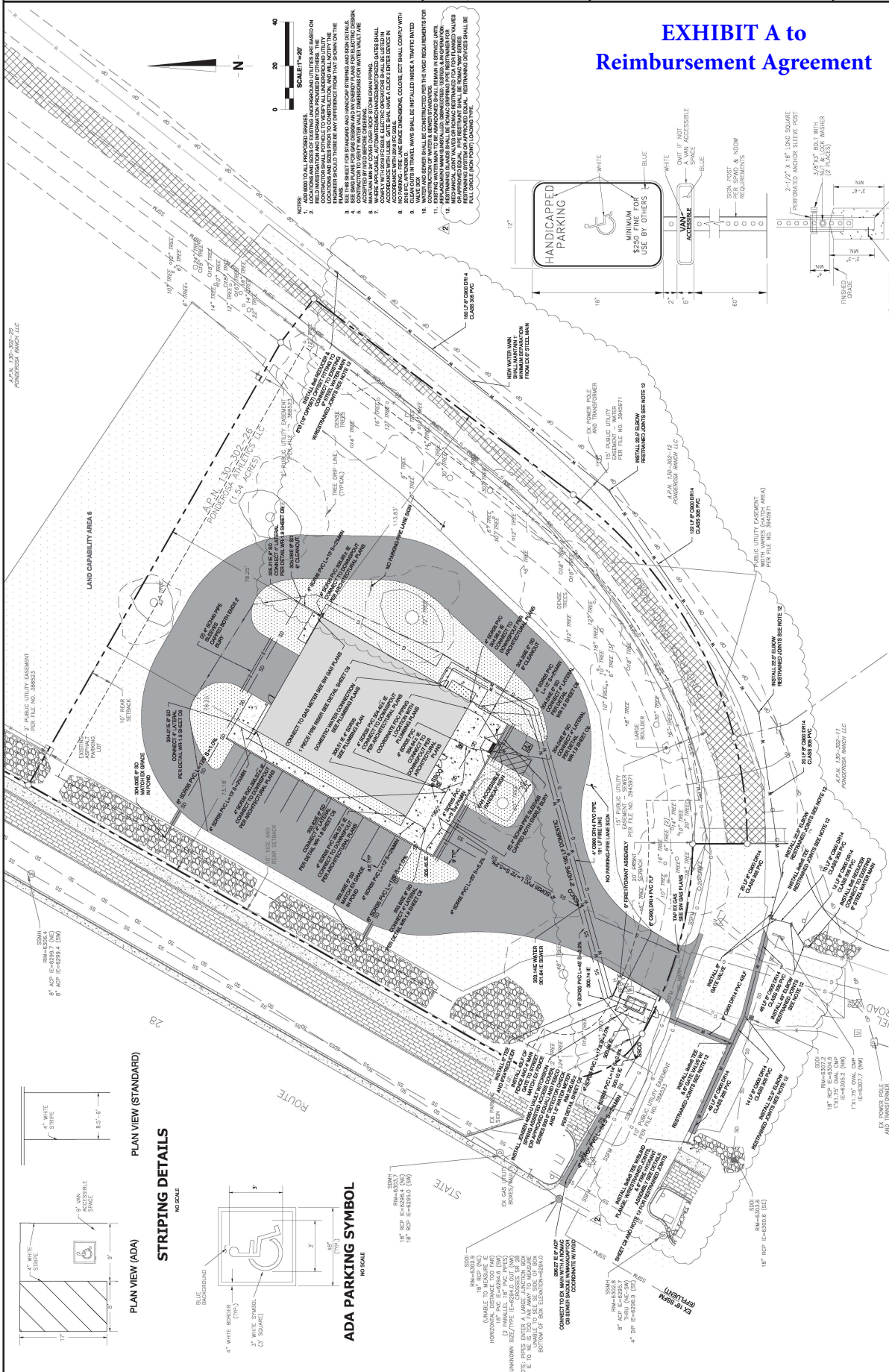
EXHIBIT A to Reimbursement Agreement

PONDEROSA GYM
 APN 130-302-26
 INCLINE VILLAGE, NEVADA
UTILITY & STRIPING PLAN

DATE	REVISION
05-20-2022	REVISIONS PER REVIEW COMMENTS
05-20-2022	REVISION 2

RCI
 Resources • Environmental Services
 Engineering • Surveying • Water Rights
 Carson City
 340 N. Morrison St.
 Carson City, NV 89703-4152
 775-883-1800
 www.rci-nv.com
 Lake Tahoe

STATE ENGINEER - STATE OF NEVADA
 DAVID M. BROWN
 CIVIL
 LICENSE NO. 10000
 EXPIRES 05-20-2022
 DESIGNED: DMH
 DRAWN: DMH
 CHECKED: JEC



NOTES:
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE UTILITY LINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE UTILITY LINE UNLESS OTHERWISE NOTED.
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 17. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE UTILITY LINE UNLESS OTHERWISE NOTED.
 18. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE UTILITY LINE UNLESS OTHERWISE NOTED.
 19. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE UTILITY LINE UNLESS OTHERWISE NOTED.
 20. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE UTILITY LINE UNLESS OTHERWISE NOTED.

SCALE 1"=20'
 0 20 40

PLAN VIEW (STANDARD) STRIPING DETAILS
 NO SCALE



PLAN VIEW (ADA) STRIPING DETAILS
 NO SCALE



ADA PARKING SYMBOL
 NO SCALE



**EXHIBIT B to
Reimbursement Agreement**



Old Waterline Replacement

5/11/2022

	Item	Quantity	Unit of Measure	Unit Cost	Total Cost
1	8" Waterline in front of Café	107	LF	\$ 265.00	\$ 28,355.00
2	8" Waterline Going up Ponderosa Ranch Rd.	370	LF	\$ 165.00	\$ 61,050.00
3	Traffic Control	1	LS	\$ 6,000.00	\$ 6,000.00
4					
5					
6					
Grand Total					\$ 95,405.00

Comments:

Signature: SO' Date: 5/11/2022