

Development Services

Sidewalk Waiver Application

General Information and Process

What is a Sidewalk Waiver?

A sidewalk waiver allows for the Administrator to waive the requirement of a sidewalk, curb, and gutter when it is determined that is not practical to be installed, due to a variety of reasons such as negative impacts, adopted circulation plans, or no sidewalks in the vicinity, as stated in RMC 18.04.502(a)(4).

What is the Process and How Long Will It Take?

Applications are accepted on any business day during business hours. A review for completeness will be conducted within three days of the application intake date. Incomplete applications will be returned to the applicant and not scheduled for a hearing. Once the application has been deemed complete, it will be reviewed by the appropriate staff. Upon preliminary approval, staff will request an executed copy of the Hold Harmless Agreement. Once received, staff will issue a final approval and record the Hold Harmless Agreement with the County Recorder. Sidewalk Waiver applications are typically reviewed within 30 days.



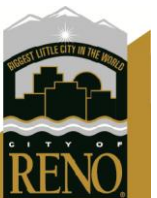
Application Checklist

Applicants must provide all forms, documents, information, and materials listed in the checklist below in digital format. The submission packets must be in the same order as the checklist. Review materials and check the boxes within the column on the left-hand side of the page to confirm submission.

- ☐ City of Reno Development Application
- ☐ Owner's Affidavit and Applicant's Affidavit
- ☐ Project Narrative
- ☐ Site Plan (see site plan submittal guide)
- ☐ Supporting Information – Any plans, renderings, reports, or other information necessary to support the determination request.
- ☐ Hold Harmless Agreement – A draft of the attached Agreement shall be provided with the application. If approved, staff will request an executed copy of the Hold Harmless Agreement and officially record the agreement with the Washoe County Recorder's Office. A final letter of approval will be provided in conjunction with this.

Submittal Guidelines

- Combine all necessary items in the checklist into one electronic document (aside from GIS files if applicable).
- If submitting in person, submit one USB drive with all completed forms, materials, reports, and supplemental information.
- If submitting online, create an account on the permitting portal at OneNV.us and submit through the online form.
- Payment of application fees is required within three days of the application being accepted.



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City of Reno Development Application

Project Name: _____

Project Description: _____

The project description should be concise in describing the reason for the application including the specific application triggers, other applications submitted concurrent with this application, and a general description of the proposed use, site improvement, or project.

Pre-Application Meeting Date: _____

Project Address: _____

Assessor's Parcel Number(s): _____

Master Plan: _____ **Zoning:** _____

Site Size: _____ acres

Property Owner Information

Name: _____

Mailing Address: _____

Phone: _____

Email: _____

Applicant Information

Name: _____

Mailing Address: _____

Phone: _____

Email: _____

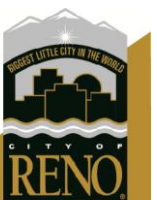
Agent and Contact Information (The person listed as contact will be contacted to attend staff/applicant meetings, answer questions regarding this application, provide additional information when necessary and will receive a copy of the staff report and decision letter.)

Name: _____

Mailing Address: _____

Phone: _____

Email: _____



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Owner Affidavit

I am the owner/authorized agent, as demonstrated on the attached documentation, of the property involved in this petition and I authorize _____ (name of applicant) to request development-related applications on my property. This authorization is inclusive of Assessor Parcel Number(s) _____. I declare under penalty of perjury that the foregoing is true and correct for the development application case number _____ (to be filled in by City of Reno staff).

Executed on _____, in _____, _____
(date) (City) (State)

Signature

Printed Name

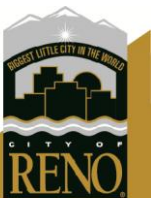
STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On this _____ day of _____, 20____,
_____ (name) personally appeared before me, a Notary Public in and for said County and State, known to me to be the owner/authorized agent of the above property who acknowledged to me that they are authorized to and did execute the above instrument on behalf of said application.

Notary Public

Attachments:

1. Secretary of State documentation, authorization letter, or corporate charter than demonstrates authority to sign for corporate or trust entity.
2. Notary supplement for states and counties differing from that listed above.



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Applicant Affidavit

I am the applicant and/or consultant/firm involved in this petition and the foregoing statements and answers herein contained and the information herewith submitted for a

_____ (application type) are in all respects complete, true, and correct to the best of my knowledge and belief. I declare under penalty of perjury that the foregoing is complete, true and correct for the development application case number _____ (to be filled in by City of Reno staff).

Executed on _____, in _____, _____
(date) (City) (State)

Company: _____

Name: _____

Title: _____

Signed: _____

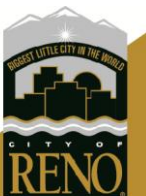
STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

On this _____ day of _____, 20____, _____
(name) personally appeared before me, a Notary Public in and for said County and State, known to me to be the applicant and/or consultant/firm involved in this petition who acknowledged to me that they are authorized to and did execute the above instrument on behalf of said application.

Notary Public

Attachments:

1. Secretary of State documentation, authorization letter, or corporate charter than demonstrates authority to sign for corporate or trust entity.
2. Notary supplement for states and counties differing from that listed above.



APN: _____
Recorder, please return to:
City of Reno, Director of Public Works
P.O. Box 1900
Reno, NV 89505

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between the CITY OF RENO, a Nevada municipal corporation existing under and by virtue of the laws of the State of Nevada, hereinafter referred to as "City", and _(1)_____

_____ hereinafter referred to as "Owner";

WITNESSETH:

WHEREAS, _(1)_____ is Owner of the property commonly known as _(2)_____

_____, Reno, Nevada,

APN(s) _(3)_____; and

WHEREAS, the said property is adjacent to public right-of-way owned by the City of Reno; and

WHEREAS, the Owner has requested permission to forego the installation of sidewalk, curb and gutter in the public right-of-way, which is non-standard construction, not in conformance with the City of Reno's standard specifications; and

WHEREAS, Owner represents that the materials to be used will equal or exceed City of Reno engineering standards; and

WHEREAS, the Reno City Engineer, on this date, pursuant to Reno Municipal Code §18.04.502, approved the request of the Owner for installation of this non-standard construction subject to the Owner executing an agreement to hold harmless, indemnify and defend the City.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The Owner may forego installation of sidewalk, curb and gutter.
2. In consideration of the City's granting permission to do so, Owner agrees that at all times hereafter he shall defend, indemnify and hold harmless the City, its officers, boards, commissions, agents, or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons, or property damage arising from the actions of the Owner, his employees, agents, officers, contractors, or other person or persons acting on behalf of or upon the request of Owner relating to the aforementioned non-standard construction.
3. In consideration of permission to forego installation of sidewalk, curb and gutter, Owner hereby agrees to indemnify and defend and save harmless the City from any and all claims, demands or action for injury to a person or persons and any claims, demands or action for damage to property, which may now exist or may hereafter result from the Owner's non-standard construction.
4. Intentionally omitted.

5. It is further covenanted and agreed that the Owner's liability pursuant to this Hold Harmless Agreement shall continue so long as the City owns title in the adjacent public right-of-way, and so long as the non-standard construction continues to exist.

6. The terms of this agreement shall be binding on the heirs, successors, and assigns of Owner, and Owner further covenants that he shall notify prospective heirs, successors, assigns, and/or purchasers of the subject property of the terms of this Hold Harmless Agreement.

7. Pursuant to RMC §18.04.502(a)(5), Owner waives any protest or objection pursuant to state statutes to any future assessment district which may be formed to incorporate sidewalk upon all the tracts in the district.

8. It is further covenanted and agreed that this document, when executed, shall be recorded in the office of the County Recorder of Washoe County, Nevada.

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9. Attached hereto and incorporated herein by this reference is a map depicting the subject property and the general location and indication of the non-standard construction to be constructed.

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

OWNER 1:

PRINTED NAME

SIGNATURE

DATE

OWNER 2:

PRINTED NAME

SIGNATURE

DATE

OWNER NOTARIES:

STATE OF NEVADA)
) S.S.
COUNTY OF WASHOE)

On the _____ day of _____, 20____, personally appeared before me, a Notary Public in and for said County and State, _____, who acknowledged to me that he executed the above instrument.

NOTARY PUBLIC

STATE OF NEVADA)
) S.S.
COUNTY OF WASHOE)

On the _____ day of _____ 20____, personally appeared before me, a
Notary Public in and for said County and State, _____, who
acknowledged to me that he executed the above instrument.

NOTARY PUBLIC
CITY OF RENO

APPROVED BY DIRECTOR OF PUBLIC WORKS:

PRINTED NAME

SIGNATURE

DATE

APPROVED AS TO LEGAL FORM:

PRINTED NAME

CITY ATTORNEY

HOLD HARMLESS AGREEMENT INSTRUCTIONS

A. Insert the following:

- (1) Name(s) of property owner, exactly as shown on title
- (2) Physical street address
- (3) Assessor's parcel number(s)

B. Per #9 in above text, attach map depicting the subject property and the general location and indication of the non-standard construction to be constructed.

C. Submit payment in the amount sufficient to record the document (see the Planning and Engineering Application Service Charges fee sheet).

D. Note: Documents submitted for recording must:

- a. Be on paper that is 8 ½ x 11 inches in size,
- b. Have a margin of 1 inch on all sides, for all sheets, and
- c. The first page must have a 3" x 3" space in the upper right corner.