

October
Seventh
1965

Alva Wilson Company
1813 Valley View Drive
Las Vegas, Nevada

Re: Westwood Village #3-A

Gentlemen:

At the regular meeting of the Board of City Commissioners October 6, 1965, all of the improvements in the above subdivision were accepted as recommended by the Department of Public Works. Therefore, all funds remaining in the "Westwood Village #3-A Off-Site Improvement Account" are hereby released.

Yours very truly,

Junanita A. Frary
City Records Clerk

Jaf

cc - Planning
cc - Public Works
cc - Finance

December
Fourth
1964

Alva Wilson Company
1813 Valley View Drive
Las Vegas, Nevada

Re: Westwood Village #3-A

Gentlemen:

At the regular meeting of the Board of City Commissioners
November 4, 1964, Westwood Village #3-A plat was approved.

A Cash Deposit Agreement, dated December 2, 1964, establishing a separate account in the amount of \$68,684.39 with the First Western Savings & Loan Association, designated as the "Westwood Village #3-A Off-Site Improvement Account" has been received and we are enclosing an executed copy of the Cash Deposit Agreement and the Subdivision Agreement for your file.

Yours very truly,

Juanita A. Frary
City Records Clerk

Jaf
enc

cc - Public Works w/copy of Subdivision Agreement
cc - Planning w/copy of Subdivision Agreement
cc - Finance w/copy of Cash Deposit Agreement
cc - 1st Western Savings & Loan, 118 Las Vegas Blvd. So.

INTER-OFFICE MEMORANDUM

December 2, 1964

TO:	FROM:
CITY CLERK	DEPUTY DIRECTOR OF PUBLIC WORKS
SUBJECT:	COPIES TO:
SUBDIVISION AGREEMENT AND CASH DEPOSIT AGREEMENT FOR WESTWOOD VILLAGE NO. 3-A	A. K. Veeder

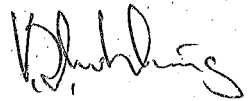
Attached are the original and four (4) copies of the Subdivision Agreement covering improvements to be installed under the Subdivision Ordinance for Westwood Village No. 3-A by Alva Wilson Company 1813 Valley View Drive, Las Vegas, Nev.

Name	Address
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Also attached is a Cash Deposit Agreement in the amount of \$ 68,684.39 to insure the installation of the improvements.

It is requested that the City Attorney check the Bond for approval as to form.

It is requested that the Agreement be signed by the Mayor and that disposition be made by your office.



V. B. Uehling
Deputy Director of Public Works

VBUS:sr

Enclosures

Agreements signed by Alva H. Wilson, President
Cash Deposit Agreements (First Western Savings & Loan Association)
Final Map

S U B D I V I S I O N A G R E E M E N T

(A) THIS AGREEMENT made and entered into this 2nd day of December, 19 64, by and between Alva Wilson Company, a Nevada Corporation hereinafter referred to as "Subdivider", Party of the First Part, and the City of Las Vegas, Clark County, Nevada, a Municipal Corporation hereinafter referred to as "City", Party of the Second Part;

W I T N E S S E T H:

(B) THAT WHEREAS, at a meeting held by the City Planning Commission of Las Vegas, Nevada on January 9, 19 64, the said Commission conditionally approved a tentative map of the premises known as Westwood Village No. #3 located in Las Vegas, Nevada and recommended its approval by the Board of City Commissioners of Las Vegas, Clark County, Nevada: and

(C) WHEREAS, at a regular meeting held on January 15, 19 64, the Board of City Commissioners of said City of Las Vegas approved the tentative map of Westwood Village No. #3 subject to the conditions set forth by the City Planning Commission of Las Vegas, Nevada, and

(D) WHEREAS, at a regular meeting held on March 2, 19 64, the City Planning Commission of Las Vegas, Nevada, approved the final map for Westwood Village No. #3-A subject to the construction of certain improvements to be made by the Subdivider and set forth in Ordinance No. 886.

(E) WHEREAS, at a regular meeting ~~held~~ held on November 4, 19 64, the Board of City Commissioners of the said City ~~approved~~ approved said final map subject to the recommendations as set forth by the City Planning Commission of Las Vegas, Nevada.

(F) NOW, THEREFORE, THE PARTIES OF THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable considerations, do hereby agree as follows:

The said Subdivider has submitted plans and agrees to construct at his cost and expense, all improvements shown on plans submitted, and further agrees to install these improvements in strict accordance with Ordinance 621, Ordinance 886, and City of Las Vegas Standard Drawings in effect at the date of signing of this Agreement.

(G) The subdivider agrees to notify the City Engineer of the date and the hour work on any of the following items is expected to begin, notification to be not less than twenty-four (24) hours in advance of the time work is anticipated to start, and if thereafter conditions develop to delay the start of work, the subdivider agrees to notify the City Engineer of the delay not less than two (2) hours before work is scheduled to begin:

Laying of sewer lines;
Backfilling of sewer lines;
Placing concrete for curb, gutter, sidewalk, valley gutters,
storm drain structures, manholes and street lighting
foundations;
Placing of Type I gravel base course;
Placing of Type II gravel base course;
Priming base course;
Placing A.C. surfacing;
Sealing pavements;
Installing street lighting

It is understood and agreed, should the subdivider suspend work on any item longer than overnight (except during Saturdays and Sundays) a new notification shall be made to the City Engineer before work may begin anew on any items requiring inspection.

(H) It is further understood and agreed whenever the City Engineer, or his duly authorized representative, inspects portions of work as mentioned hereinbefore and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the City Engineer, or his duly authorized representative, shall issue a statement of inspection which shall permit the subdivider to perform the next phase of the construction. Ordinarily not less than one continuous block of any one of the items of work mentioned will be approved. It is further agreed that inspection and approval of any item of work shall not forfeit the right of the City to require the correction of faulty workmanship or materials at any time during the course of the work, although previously approved by oversight.

The subdivider further agrees nothing herein shall relieve him of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Agreement until all work has been completed by him and accepted by the City of Las Vegas.

(I) The subdivider further agrees to provide for the adjustment necessary to all existing utilities because of the work required by this Agreement, without cost to the City.

(J) The subdivider further agrees to furnish to the City Engineer, upon completion of all the improvements within City right of way required hereby, a map which is accurately indicated by lettered dimensions; the location of all manholes, the location, size and depth of all sewer mains, laterals and wyes for the connection of house service lines, and size and depth.

(K) The subdivider further agrees that all improvements shall be made in accordance with the general regulations, specifications and ordinance of the said City of Las Vegas, and that approval of the final subdivision map shall not be made until all street plans and profiles, typical street sections, sewer plans and profiles, electric light layout and architectural arrangements of housing units, and all other such plans and specifications as may be required have been submitted to and approved by the various City Departments concerned.

(L) It is further agreed that the City shall have the right to require the correction by the subdivider at any time before release of the bond required herein, of any item, or items, to be installed under this Agreement which do not conform to City Standards, Specifications or Ordinances, even though the plans for the item in question may have been approved by the City Engineer.

(M) The subdivider further agrees that said improvements shall be started within 30 days from date of the signing of this Agreement and that said improvements shall be completed within twelve months from the date the project is started.

(N) It is further agreed that in the event the subdivider fails to complete said improvements within said period, the City may at its option, proceed to complete said improvements at the expense of the subdivider or under his bond as hereinafter provided for.

(O) The said subdivider further agrees that he will execute a surety and Performance Bond for the full cost of said improvements in favor of the City, conditioned that said subdivider will complete said improvements within said period and further conditioned that said bond shall be used for the payment of the completion of said improvements by the City in case said subdivider does not complete said improvements within the said twelve month period and that the City has exercised its option to complete said improvements and further provided that any application for the release of said bond upon the completion of the improvements by the subdivider shall not be granted unless accompanied by a written certificate from the City Engineer, stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this Agreement. Said subdivider further agrees that said bond shall be first submitted to and approved by the City Attorney of the City of Las Vegas.

No certificates of occupancy will be granted to tract houses until such a time that the offsite improvements are completed in accordance with the Standard Drawings for Public Improvements, the Code of Standard Specifications for Public Improvements (Ordinance 621), Ordinance 886, the Subdivision Agreement, the Bond and to the satisfaction of the City Engineer.

(P) Upon the signing of this Agreement by the parties hereto, upon the execution of a Surety and Performance Bond by the subdivider in accordance with the provisions of Ordinance 970, and its acceptance by the City, and upon performance by the subdivider and the City Departments concerned (as provided in Paragraph (H) hereof) the City will, by its proper authorities, accept said final map of the subdivider and do any further or such other acts as may be necessary to approve said final map, as provided by Chapter 249, Laws of Nevada 1941 as amended, and by Ordinance 886 of the City of Las Vegas, Nevada.

(Q) The subdivider further agrees that in addition to the above conditions, and and/or all stipulations and agreements made by it and the Board of City Commissioners and/or City Planning Commission of Las Vegas will be fully performed.

(R) The subdivider shall protect and take care of all work until its completion and final acceptance by the City. During moving in, construction and moving off, the subdivider shall keep the site free and clean from dangerous accumulation of rubbish and debris, and shall maintain sufficient and proper barricades, lights, etc., for the protection of the public. Final acceptance of the work will not be made by the City until the area falling under the Agreement, known as Westwood Village Subdivision No. 3-A and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the Contractor's operations, to the satisfaction of the City Engineer.

IN WITNESS WHEREOF the parties hereto have set their hands and official seals
of the date first above written

ALVA WILSON COMPANY

By Alva H. Wilson
President
By _____

CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

By Orin K. Grogan Mayor

ATTEST:

By Edwina M. Cole City Clerk

SUBDIVISION AGREEMENT

(A) THIS AGREEMENT made and entered into this 2nd day of December, 19 64, by and between Alva Wilson Company, a Nevada Corporation hereinafter referred to as "Subdivider", Party of the First Part, and the City of Las Vegas, Clark County, Nevada, a Municipal Corporation hereinafter referred to as "City", Party of the Second Part;

WITNESSETH:

(B) THAT WHEREAS, at a meeting held by the City Planning Commission of Las Vegas, Nevada on January 9, 19 64, the said Commission conditionally approved a tentative map of the premises known as Westwood Village No. 3 located in Las Vegas, Nevada and recommended its approval by the Board of City Commissioners of Las Vegas, Clark County, Nevada: and

(C) WHEREAS, at a regular meeting held on January 15, 19 64, the Board of City Commissioners of said City of Las Vegas approved the tentative map of Westwood Village No. 3 subject to the conditions set forth by the City Planning Commission of Las Vegas, Nevada, and

(D) WHEREAS, at a regular meeting held on March 2, 19 64, the City Planning Commission of Las Vegas, Nevada, approved the final map for Westwood Village No. 3-A subject to the construction of certain improvements to be made by the Subdivider and set forth in Ordinance No. 886.

(E) WHEREAS, at a regular meeting ~~to be~~ held on November 4, 19 64, the Board of City Commissioners of the said City ~~will be~~ approved said final map subject to the recommendations as set forth by the City Planning Commission of Las Vegas, Nevada.

(F) NOW, THEREFORE, THE PARTIES OF THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable considerations, do hereby agree as follows:

The said Subdivider has submitted plans and agrees to construct at his cost and expense, all improvements shown on plans submitted, and further agrees to install these improvements in strict accordance with Ordinance 621, Ordinance 886, and City of Las Vegas Standard Drawings in effect at the date of signing of this Agreement.

(G) The subdivider agrees to notify the City Engineer of the date and the hour work on any of the following items is expected to begin, notification to be not less than twenty-four (24) hours in advance of the time work is anticipated to start, and if thereafter conditions develop to delay the start of work, the subdivider agrees to notify the City Engineer of the delay not less than two (2) hours before work is scheduled to begin:

Laying of sewer lines;
Backfilling of sewer lines;
Placing concrete for curb, gutter, sidewalk, valley gutters,
storm drain structures, manholes and street lighting
foundations;
Placing of Type I gravel base course;
Placing of Type II gravel base course;
Priming base course;
Placing A.C. surfacing;
Sealing pavements;
Installing street lighting

It is understood and agreed, should the subdivider suspend work on any item longer than overnight (except during Saturdays and Sundays) a new notification shall be made to the City Engineer before work may begin anew on any items requiring inspection.

(H) It is further understood and agreed whenever the City Engineer, or his duly authorized representative, inspects portions of work as mentioned hereinbefore and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the City Engineer, or his duly authorized representative, shall issue a statement of inspection which shall permit the subdivider to perform the next phase of the construction. Ordinarily not less than one continuous block of any one of the items of work mentioned will be approved. It is further agreed that inspection and approval of any item of work shall not forfeit the right of the City to require the correction of faulty workmanship or materials at any time during the course of the work, although previously approved by oversight.

The subdivider further agrees nothing herein shall relieve him of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Agreement until all work has been completed by him and accepted by the City of Las Vegas.

(I) The subdivider further agrees to provide for the adjustment necessary to all existing utilities because of the work required by this Agreement, without cost to the City.

(J) The subdivider further agrees to furnish to the City Engineer, upon completion of all the improvements within City right of way required hereby, a map which is accurately indicated by lettered dimensions; the location of all manholes, the location, size and depth of all sewer mains, laterals and wyes for the connection of house service lines, and size and depth.

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(L) It is further agreed that the City shall have the right to require the correction by the subdivider at any time before release of the bond required herein, of any item, or items, to be installed under this Agreement which do not conform to City Standards, Specifications or Ordinances, even though the plans for the item in question may have been approved by the City Engineer.

(M) The subdivider further agrees that said improvements shall be started within 30 days from date of the signing of this Agreement and that said improvements shall be completed within twelve months from the date the project is started.

(N) It is further agreed that in the event the subdivider fails to complete said improvements within said period, the City may at its option, proceed to complete said improvements at the expense of the subdivider or under his bond as hereinafter provided for.

(O) The said subdivider further agrees that he will execute a surety and Performance Bond for the full cost of said improvements in favor of the City, conditioned that said subdivider will complete said improvements within said period and further conditioned that said bond shall be used for the payment of the completion of said improvements by the City in case said subdivider does not complete said improvements within the said twelve month period and that the City has exercised its option to complete said improvements and further provided that any application for the release of said bond upon the completion of the improvements by the subdivider shall not be granted unless accompanied by a written certificate from the City Engineer, stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this Agreement. Said subdivider further agrees that said bond shall be first submitted to and approved by the City Attorney of the City of Las Vegas.

No certificates of occupancy will be granted to tract houses until such a time that the offsite improvements are completed in accordance with the Standard Drawings for Public Improvements, the Code of Standard Specifications for Public Improvements (Ordinance 621), Ordinance 886, the Subdivision Agreement, the Bond and to the satisfaction of the City Engineer.

(P) Upon the signing of this Agreement by the parties hereto, upon the execution of a Surety and Performance Bond by the subdivider in accordance with the provisions of Ordinance 970, and its acceptance by the City, and upon performance by the subdivider and the City Departments concerned (as provided in Paragraph (H) hereof) the City will, by its proper authorities, accept said final map of the subdivider and do any further or such other acts as may be necessary to approve said final map, as provided by Chapter 249, Laws of Nevada 1941 as amended, and by Ordinance 886 of the City of Las Vegas, Nevada.

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IN WITNESS WHEREOF the parties hereto have set their hands and official seals
of the date first above written

ALVA WILSON COMPANY

By Alva H. Wilson
President
By _____

CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

By Sam K. Shapiro Mayor

ATTEST:

By Eileen M. Cole City Clerk

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(O) The said subdivider further agrees that he will execute a surety and Performance Bond for the full cost of said improvements in favor of the City, conditioned that said subdivider will complete said improvements within said period and further conditioned that said bond shall be used for the payment of the completion of said improvements by the City in case said subdivider does not complete said improvements within the said twelve month period and that the City has exercised its option to complete said improvements and further provided that any application for the release of said bond upon the completion of the improvements by the subdivider shall not be granted unless accompanied by a written certificate from the City Engineer, stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this Agreement. Said subdivider further agrees that said bond shall be first submitted to and approved by the City Attorney of the City of Las Vegas.

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(P) Upon the signing of this Agreement by the parties hereto, upon the execution of a Surety and Performance Bond by the subdivider in accordance with the provisions of Ordinance 970, and its acceptance by the City, and upon performance by the subdivider and the City Departments concerned (as provided in Paragraph (H) hereof) the City will, by its proper authorities, accept said final map of the subdivider and do any further or such other acts as may be necessary to approve said final map, as provided by Chapter 249, Laws of Nevada 1941 as amended, and by Ordinance 886 of the City of Las Vegas, Nevada.

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IN WITNESS WHEREOF the parties hereto have set their hands and official seals
of the date first above written

ALVA WILSON COMPANY

By Alva H. Wilson
President
By _____

CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

By Dean K. Heagren Mayor

ATTEST:

By Edwina M. Cole City Clerk

Motion seconded by Commissioner Mirabelli and carried by the following vote: Commissioners Stewart, Mirabelli, Fountain, Whipple and Mayor Gragson voting aye; noes, none.

RELEASE OF SUB-DIVISION BONDS

Approved

In accordance with the recommendation of the Director of Public Works, who stated that the subdivision offsite improvements had been completed in accordance with subdivision agreements and City standards, Commissioner Stewart moved that the subdivision bonds on the following be RELEASED:

1. Westwood Village #2
2. Westwood Village #3-A

Motion seconded by Commissioner Whipple and carried by the following vote: Commissioners Stewart, Mirabelli, Fountain, Whipple and Mayor Gragson voting aye; noes, none.

RELEASE OF PERFORMANCE BOND

Approved

In accordance with the recommendation of the Director of Public Works, who stated all work had been installed in accordance with contract plans and specifications, Commissioner Stewart moved that the request of Nevada Electric Company for release of the performance bond and payment of retention in the amount of \$2,792.40 under Bid #18.65, Traffic Revisions, be APPROVED.

Motion seconded by Commissioner Mirabelli and carried by the following vote: Commissioners Stewart, Mirabelli, Fountain, Whipple and Mayor Gragson voting aye; noes, none.

EXTENSION OF CONTRACT TIME

Approved

In accordance with the recommendation of the Director of Public Works, Commissioner Fountain moved that the request of Longley Construction Co., Inc., for a 60-day extension of time under Bid #65.9 for the construction of the Jones Blvd. Interceptor Sewer, be APPROVED.

Motion seconded by Commissioner Stewart and carried by the following vote: Commissioners Stewart, Mirabelli, Fountain, Whipple and Mayor Gragson voting aye; noes, none.

EXTENSION OF CONTRACT TIME

Approved

In accordance with the recommendation of the Director of Public Works, Commissioner Stewart moved that the request of Wells Cargo, Inc., for a 100-day extension of contract time on Special Assessment District #453 improvements be APPROVED.

Motion seconded by Commissioner Whipple and carried by the following vote: Commissioners Stewart, Mirabelli, Fountain, Whipple and Mayor Gragson voting aye; noes, none.

TRAFFIC & PARKING ITEM

Removed from agenda until completion of Bonanza Underpass

Commissioner Fountain moved that the request to remove parking along both sides of Bonanza Road from 2nd Street to 250 feet east of Las Vegas Blvd. North be REMOVED FROM THE AGENDA until after completion of the Bonanza Underpass.

Motion seconded by Commissioner Stewart and carried by the following vote: Commissioners Stewart, Mirabelli, Fountain, Whipple and Mayor Gragson voting aye; noes, none.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 2nd day of December, 19 64, by and between Alva Wilson Company (hereinafter referred to as the "Subdivider"), the CITY OF LAS VEGAS, Clark County, Nevada, a municipal corporation (hereinafter referred to as the "City"), and First Western Savings and Loan Association (hereinafter referred to as the "Financial Institution");

W I T N E S S E T H:

WHEREAS, the Subdivider has agreed to do and perform certain work, consisting of the construction of off-site improvements in Westwood Village No. 3-A, including streets, sewers, (Subdivision) water, street lights (General Description of Improvements), in accordance with that certain Subdivision Agreement between the Subdivider and the City dated the 2nd day of December, 19 64, a copy of which said Subdivision Agreement is attached hereto, marked Exhibit "A", and by reference made a part hereof; and

WHEREAS, in said Subdivision Agreement, the Subdivider agreed to execute a surety and performance bond in favor of the City, securing to the City the faithful performance of all of the terms and conditions thereof on the Subdivider's part to be performed; and

WHEREAS, the appropriate ordinances of the City provide that, in lieu of said surety and performance bond, Subdivider may make a cash deposit, equal in amount to such surety and performance bond which would otherwise be required, in a local financial institution, provided that a proper agreement is entered into by and between the Subdivider, the City and the Financial Institution; and

WHEREAS, the Subdivider desires to make such cash deposit in lieu of the aforesaid surety and performance bond and the City desires to accept such cash deposit in satisfaction of the Subdivider's obligation to provide such bond;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1.

1. The Subdivider hereby represents that it has heretofore established with the Financial Institution a separate account, designated " Westwood Village No. 3-A Off-Site Improvement
(Subdivision) Sixty-Eight Thousand, Six Hundred
Account", and has deposited therein the sum of Eighty-Four 39/100
Dollars (\$ 68,684.39) as security for the faithful performance of all of the terms and conditions of the aforesaid Subdivision Agreement on the Subdivider's part to be performed, said sum to be received, held and disbursed by the Financial Institution in accordance with the terms of this Agreement. By its execution hereof, the Financial Institution hereby verifies that said account has been established and that the aforesaid sum has been deposited therein.

2. Funds deposited in said account may be withdrawn only upon drafts or requests for withdrawal signed jointly by the Treasurer of the City of Las Vegas and by some person designated by the Subdivider.

3. It is contemplated that progress payments may be made to the Subdivider from time to time out of said account as the work on said improvements progresses, and the Treasurer of the City of Las Vegas, upon written notice from the City Engineer stating the percentage of the work completed and the amount to be paid therefor, shall sign a draft on said account or a request for the withdrawal of funds therefrom in the amount stated in such notice from the City Engineer, provided, however, that there shall at all times be a twenty-five per cent (25%) retention on said funds in said account until all of the off-site improvements called for in said Subdivision Agreement have been completed and accepted by the City.

4. In the event said off-site improvements are not completed to the satisfaction of the City within the time prescribed in said Subdivision Agreement and the City desires to exercise its option to complete said improvements, the City shall serve upon the Subdivider and upon the Financial Institution written notice of such default and exercise of such option, and thereafter drafts on said account or requests for the withdrawal of funds therefrom shall be valid and binding and shall be honored by the Financial Institution upon the sole signature of the Treasurer of the City of Las Vegas.

5. It is acknowledged by the Subdivider that the sum provided for in paragraph 1 above is based upon the estimated cost of the improvements called for in said Subdivision Agreement. It is understood and agreed that, in the event the actual cost of said improvements shall exceed such sum, the Subdivider is in no way relieved by this Agreement from the obligation of paying the amount of such excess.

6. Upon final acceptance by the Board of Commissioners of the City of all of the off-site improvements called for in said Subdivision Agreement, this Agreement shall become null and void and of no further force or effect, and all funds remaining in said account shall belong to the Subdivider.

7. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed by their duly authorized representatives, this Agreement in triplicate the day and year first above written.

ALVA WILSON COMPANY

By Alva H. Wilson
President
SUBDIVIDER

ATTEST:

CITY OF LAS VEGAS

Edwina M. Case
Oran K. Gragson
City Clerk

By Oran K. Gragson
ORAN K. GRAGSON, Mayor
CITY

Approved
12-2-64

ATTEST:

Secretary

By [Signature]
Vice-President

FINANCIAL INSTITUTION

CHANGE OF
SUBDIVISION NAME

Approved

In accordance with the recommendation of the City Attorney, Commissioner Whipple moved that the request to change the name of Westwood Village Subdivision No. 3 to Westwood Village Subdivision No. 3A be APPROVED.

Motion seconded by Commissioner Mirabelli and carried by the following vote: Commissioners Mirabelli, Whipple and Mayor Gragson voting aye; noes, none.

NEVADA MUNICIPAL
ASSOCIATION
MEETING ON NOV.
13 AND 14

City Officials
authorized to attend

In accordance with the request of the Mayor, Commissioner Whipple moved that City Officials be authorized to attend the Nevada Municipal Association meeting in Reno on November 13 and 14, 1964, and the Director of Finance authorized to issue the necessary travel and per diem.

Motion seconded by Commissioner Mirabelli and carried by the following vote: Commissioners Mirabelli, Whipple and Mayor Gragson voting aye; noes, none.

ACQUISITION OF
BEAL PROPERTY FOR
RIGHT-OF-WAY

Approved

City Manager, Verlyn L. Fletcher, requested permission to acquire the Beal property generally located on the east side of 25th Street near Sunrise Avenue at a cost of \$3,875, which he stated is less than the appraised price.

Mr. Beal stated that he was willing to sell the property to the City at this price subject to the condition that the utility poles and wires near his garage in the alley be relocated; further, that he be given permission to reconstruct the same type of fence on the new property line.

Commissioner Whipple moved that the request of the City Manager for permission to acquire the Beal property be APPROVED subject to the conditions outlined by Mr. Beal.

Motion seconded by Commissioner Mirabelli and carried by the following vote: Commissioners Mirabelli, Whipple and Mayor Gragson voting aye; noes, none.

ACQUISITION OF
BRUNER PROPERTY FOR
RIGHT-OF-WAY

Approved

City Manager, Verlyn L. Fletcher, reported that Mrs. Kathryn Bruner had agreed to give to the City property needed for right-of-way, generally located at Washington and Highland, in exchange for the City installing curb and gutter adjacent to her property, with the understanding that this curb and gutter will not be installed until such time as improvements are made on Highland Avenue under the bond issue. Mr. Fletcher requested permission for the City to acquire 1180 square feet of property needed for right-of-way in exchange for installing 215 lineal feet of concrete type "L" curb and gutter at an estimated cost to the City of \$507.25.

Commissioner Whipple moved that the request of the City Manager for permission to acquire the Bruner property, as outlined above, be APPROVED.

Motion seconded by Commissioner Mirabelli and carried by the following vote: Commissioners Mirabelli, Whipple and Mayor Gragson voting aye; noes, none.