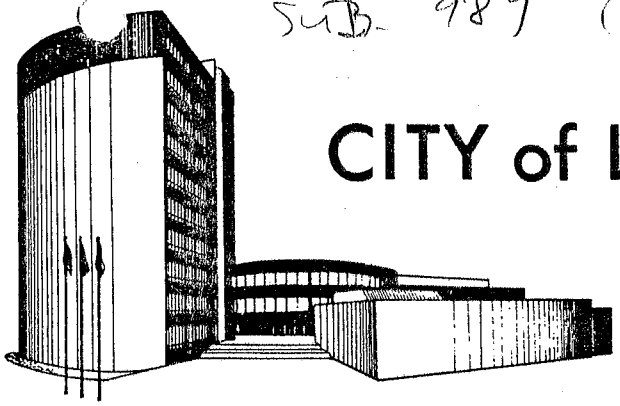
SUB- 789

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
AL LEVY
WILLIAM U. PEARSON

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL W. DORN



CITY of LAS VEGAS

November 18, 1982

Bailey and McGah
P. O. Box 28378
Las Vegas, Nevada 89126

Re: TENTATIVE MAP
Valley West 8 (Revised)

Gentlemen:

The Board of City Commissioners at a regular meeting held November 17, 1982, APPROVED the Tentative Map on property generally located south of Charleston Boulevard and west of Durango Drive, N-U Zone (under Resolution of Intent to R-1), subject to the following conditions:

1. Conformance to the conditions of approval for Z-34-81.

2. No vehicular access to Oakey Boulevard and Peccole Strada from the abutting lots.

3. If a wall is constructed on an exterior boundary street, the CC&R's shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.

4. There shall be no final map recorded for the area south of Bologna Drive until it is determined that the remaining land south to Oakey Boulevard has been acquired by the developer, in order to satisfy the tentative map street layout.

5. Approval of the tentative map shall be for no more than twelve (12) months. If a final map is not recorded on all or a portion of the area embraced by the tentative map within twelve (12) months of approval of the tentative map, or an extension of time up to one year, is not granted for the tentative map, a new tentative map must be filed.

6. Street names to be provided in accord with the City's Street Name Policy.

7. Subject to all conditions of City departments and State Subdivision Statutes.

Sincerely,

CAROL ANN HAWLEY
City Clerk

Linda M. Owens

By: Linda M. Owens
Acting City Clerk

CAH:LMO:jp

cc: Dept. of Community Planning and Development
Dept. of Public Services
Dept. of Building and Safety
Dept. of Fire Services

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
ROY WOOFTER
AL LEVY

CITY ATTORNEY
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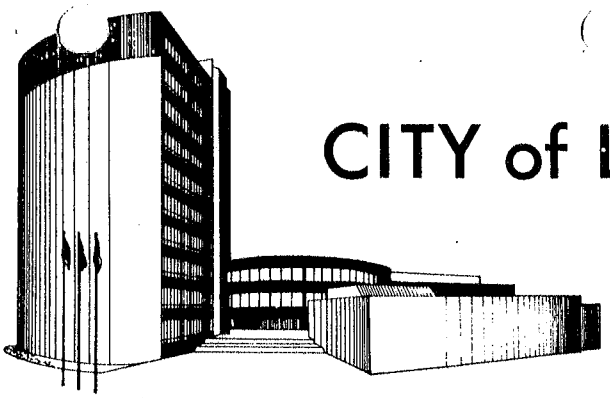


CITY of LAS VEGAS

October 29, 1982

Bailey & McGah
P.O. Box 28378
Las Vegas, Nevada 89126

RE: Tentative Map - Valley West 8 (Revised)

Gentlemen:

The Tentative Map for Valley West 8 (Revised) on property generally located south of Charleston Boulevard and west of Durango Drive, N-U Zone (under Resolution of Intent to R-1), was considered by the City Planning Commission on October 26, 1982.

The Commission voted to refer this item with a recommendation of APPROVAL, subject to the following conditions:

1. Approval of the tentative map shall be for no more than twelve (12) months. If a final map is not recorded on all or a portion of the area embraced by the tentative map within twelve (12) months of the approval of the tentative map, or an extension of time up to one year, is not granted for the tentative map, a new tentative map must be filed.

2. Conformance to the conditions of approval for Z-34-81.

3. No vehicular access to Oakey Boulevard and Peccole Strada from the abutting lots.

4. If a wall is constructed on an exterior boundary street, the CC&R's shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.

5. There shall be no final map recorded for the area south of Bologna Drive until it is determined that the remaining land south to Oakey Boulevard has been acquired by the developer, in order to satisfy the tentative map street layout.

CITY OF LAS VEGAS NEVADA

6. Street names to be provided in accord with the City's Street Name Policy.

7. Subject to all conditions of City departments and State Subdivision Statutes.

This item will be considered by the Board of City Commissioners on November 17, 1982 at 2:00 P.M. in the Commission Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. The Commission requires that you or your representative be present at this meeting.

Sincerely,

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT
HAROLD P. FOSTER, DIRECTOR

HOWARD A. NULL
Chief of Planning

HPF:HAN:cme
cc: City Clerk

ITEM	Commission Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
C. TENTATIVE MAP - VALLEY WEST 8 (REVISED) Property generally located south of Charleston Boulevard and west of Durango Drive, N-U Zone (under Resolution of Intent to R-1). Owner/Subdivider: Bailey & McGah No. of Acres: 60 No. of Lots: 257 Planning Commission unanimously recommends APPROVAL, subject to the following conditions: 1. Conformance to the conditions of approval for Z-34-81. 2. No vehicular access to Oakey Boulevard and Peccole Strada from the abutting lots. 3. If a wall is constructed on an exterior boundary street, the CC&R's shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall. 4. There shall be no final map recorded for the area south of Bologna Drive until it is determined that the remaining land south to Oakey Boulevard has been acquired by the developer, in order to satisfy the tentative map street layout. Staff Recommendation: APPROVAL	Lurie - APPROVED as recommended by staff and Planning Commission subject to conditions. Unanimous	Clerk to notify & Planning to proceed.

APPROVED AGENDA ITEM

City of Las Vegas

AGENDA DOCUMENTATION

7118

Date: November 5, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR, AICP
DEPUTY CITY MANAGER

SUBJECT: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEMS
NOVEMBER 17, 1982 CITY COMMISSION AGENDA

PURPOSE/BACKGROUND

SUMMARY OF ITEMS - SEE BACKUP MATERIAL

Item A - Request for Rolled Curb & Gutter - Pinecrest - Tentative Map

Item B - Tentative Map - Shalimar Gardens Condominiums

Item C - Tentative Map - Valley West 8 (Revised)

Item D - Extension of Time - Z-10-81 - James J. Comito on Behalf of Robert and Harriett Taylor

Item E - Extension of Time - Z-62-81 - VTN on Behalf of Dasco, Inc.

Item F - Review - V-33-80 - Vegas World Hotel and Casino

Item G - Six-Month Review of the Approved Use Permit for Robert H. Parker, Trustee - U-16-82

FISCAL IMPACT No Funding Required

RECOMMENDATIONS See Attached

Harold P. Foster, Director

DISPOSITION
Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item
X.

To: The Board of City Commissioners X. -
Re: Community Planning and Development Agenda Item
November 17, 1982 City Commission Agenda

C. TENTATIVE MAP - VALLEY WEST 8 (REVISED)

The map is in conformity to the Subdivision regulations. The south portion of the subdivision is proposed to be continued onto the adjoining property to the south that the subdivider has an option to purchase. It is recommended that no final map be recorded south of Bologna Drive until it is known if the land to the south will be acquired in order to assure continuity in the street layout. The subdivider was in agreement to this condition.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA

City of Las Vegas

Dec. 2, 1981 0103

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM	Commission Action	Department Action
IV (h). DEPARTMENT OF PUBLIC SERVICES DONALD E. DONOVAN, P.E., DIRECTOR *CONSENT AGENDA All matters listed under Item A is considered to be routine by the City Commission and may be enacted by one motion. However, any item may be discussed if a Commission member or citizen so requests.		
*A. RIGHT OF WAY ITEMS		
1. Right of Way Grant From: City of Las Vegas To: Nevada Power Company and Central Telephone Company For: Portion of Sec. 29, T20S, R62E Lorenzi Park State Museum	Lurie - APPROVED Unanimous (Woofter excused)	Staff to proceed
B. REPORTS/ACTION		
1. Expanded One Number Call System.	Item B-1 Lurie - APPROVED Agreement subject to an amendment providing that signators to the contract advise public of construction work that is ongoing via their public relations department and public road signs. Unanimous (Woofter excused)	Attorney to amend contract prior to signature. Chuck King of Central Telepho appeared.
2. Approval of sewer trunk line extension and oversizing agreement.	Item B-2 Christensen - APPROVED Unanimous (Woofter excused)	Staff to proceed
3. Approval of engineering services for life/safety/security systems at the Misdemeanant Detention Facility.	Item B-3 Christensen APPROVED Unanimous (Woofter excused)	Staff to proceed
4. Request by Bank Building, Inc. to connect to City sewer system at 5950 West Sahara Ave. (outside City limits).	Item B-4 Lurie - APPROVED Unanimous (Woofter excused)	Staff to proceed

APPROVED AGENDA ITEM

City of Las Vegas

AGENDA DOCUMENTATION

Date: November 20, 1981

TO: The Board of City Commissioners

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: APPROVAL OF SEWER TRUNK LINE EXTENSION AND OVERSIZING AGREEMENT

PURPOSE/BACKGROUND

Bailey and McGah are developers of Valley West VIII. In order to properly serve the development, and to serve anticipated future development along Charleston Boulevard, it is necessary for them to:

1. Extend the City sewer trunk line along Charleston Boulevard from Antelope Way westerly for a distance of 10,039 feet, and south from Charleston Boulevard a distance of 571 feet along Merialdo Lane.

2. Oversize the trunk line to serve future expansion (as required by the City of Las Vegas.

The Uniform Plumbing Code and City Policy allows the City to reimburse the developer for the costs attributable to Items 1 and 2 in two ways:

1. 95% of the cost of extending the City trunk line (less 200 lineal feet) to be reimbursed to the developers from connection fees charged to this line, received by the City during the next 10 years (up to a maximum of $205,917.00.

2. Additional cost of oversizing the line to be reimbursed from City Sanitation Fund (up to $90,624.00.)

The City Attorney's office has prepared the attached Refunding Agreement incorporating these refunding procedures.

FISCAL IMPACT

1. Up to $205,917.00 to be reimbursed to the developer from future sewer connection fees over the next 10 years.

2. Up to $90,624.00 to be reimbursed to the developer after completion of the project. Funds are available in the FY 1981-92 Sanitation Budget.

RECOMMENDATIONS

It is recommended that the City Commission approve the agreement and authorize the Mayor, on behalf of the Commission, to execute the agreement.

DONALD E. DONOVAN, P.E.
Director of Public Services

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

79-3-10

Agenda Item 12/2/81
IV (h). B. 2.

REFUNDING AGREEMENT
(Sewer Trunk Extension and Oversizing)

THIS AGREEMENT, made and entered into the 2nd day of December, 1981, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (hereinafter referred to as the "CITY OF LAS VEGAS"), and BAILEY & McGAH (hereinafter referred to as "DEVELOPER").

W I T N E S S E T H :

WHEREAS, the CITY OF LAS VEGAS is the governmental entity entrusted with the responsibility of providing sewer service to the residents within its corporate limits; and

WHEREAS, BAILEY & McGAH is engaged in the development of property, entitled, to-wit: Valley West VIII, which has been submitted for approval by the CITY OF LAS VEGAS; and

WHEREAS, the limited financial resources of the CITY OF LAS VEGAS prevents immediate extension of the municipal sewer system into the area proposed to be developed by the DEVELOPERS; and

WHEREAS, Section 23 of the Supplement to the Uniform Plumbing Code of the City of Las Vegas, 1979 Edition, allows, at the discretion of the CITY OF LAS VEGAS, for the expansion of the municipal sewer system through the use of private funds; and

WHEREAS, said Section 23 further provides for partial reimbursement to the DEVELOPER of the costs of installing the sewer trunk extension; and

WHEREAS, it is the intent of the parties hereto to provide for reimbursement of those costs incurred by the DEVELOPER in (1) extending the existing municipal sewer system to, but not beyond, the boundary of the area of development, exclusive of the first two hundred feet (200'), and (2) installing a sewer line greater in size than normally needed to serve the DEVELOPER'S area of development.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree to the following:

SECTION I: DEFINITIONS

CONNECTION FEES - shall mean the fee or charge, imposed by the CITY OF LAS VEGAS upon a property owner for the privilege of connecting into the municipal sewer system.

OVERSIZING - shall mean the installation by the DEVELOPER, at the request of the CITY OF LAS VEGAS, of a sewer line greater in size than needed to service the proposed area of development.

PLANS AND SPECIFICATIONS - shall mean the engineering designs and drawings showing the complete construction and installation of the sewer trunk extension which are on file with the Department of Public Services.

SEWER TRUNK EXTENSION - shall mean all materials and equipment, such as sewer lines, lateral connections, manholes and other related appurtenances, exclusive of any oversizing, which are

constructed and installed between the terminus point of the existing municipal sewer system and the area to be developed by the DEVELOPER. The portion of the new sewer line constituting the sewer trunk extension subject to reimbursement as provided herein shall be determined and agreed to by the parties hereto. Said sewer trunk extension is indicated on Exhibit "A" attached hereto and incorporated herein as part of this Agreement.

UNIFORM STANDARD SPECIFICATIONS - shall mean that publication entitled the "Uniform Standard Specifications for Public Works' Construction Off-site Improvements, Clark County Area, Nevada, 1978."

SECTION II: OBLIGATIONS OF DEVELOPER

A. Covenant of Installation

1. The DEVELOPER hereby agrees to construct and install the entire sewer trunk extension as shown on the Plans and Specifications. The CITY OF LAS VEGAS shall have the right to designate, as part of the Plans and Specifications, the size of the proposed sewer line, the depth at which it shall be laid and the number, the location and type of appurtenances, and any other relevant information considered necessary for the construction of the municipal sewer system.

   The cost and expense of this installation shall be the responsibility of the DEVELOPER, who shall have the right to reimbursement as provided for under this Agreement.

2. The DEVELOPER, at its own cost and expense, agrees to perform all survey work necessary for the construction and installation of sewer trunk extension as provided for in the Plans and Specifications, without any right of reimbursement from the CITY OF LAS VEGAS.

B. Procurement of Bid Estimates

1. Oversizing: As a basis for the figure contained in Section IV A (1), the DEVELOPER agrees to comply with all of the bidding and awarding requirements of Chapter 332 of the Nevada Revised Statutes pertaining to the Local Government Purchasing Act if the cost of the oversizing will exceed Five Thousand and 00/100 Dollars ($5,000.00).

2. Sewer Trunk Extension: As a basis for the figure contained in Section IV A (2), the DEVELOPER agrees to procure three (3) written bids as to the cost of constructing the sewer trunk extension according to the approved Plans and Specifications. The bid estimates shall be from contractors licensed within the State of Nevada and acceptable to the CITY OF LAS VEGAS. The CITY OF LAS VEGAS, if good cause exists, reserves the right to waive the requirements of obtaining these bid estimates.

C. Installation Standards

The DEVELOPER agrees that the sewer trunk extension shall be installed in a workmanlike manner and according to (1) the Uniform Standard Specifications in effect at that time, and (2) the Plans and Specifications approved by the CITY OF LAS VEGAS.

SECTION III: RIGHT OF REIMBURSEMENT

It is understood and agreed by the parties hereto that the DEVELOPER shall have the following rights of reimbursement:

A. Oversizing: The DEVELOPER shall be reimbursed for the cost and expense of installing a larger sewer line than normally needed by the DEVELOPER to service his proposed area of development. The right of reimbursement is subject to the limitations contained under Section VII of this Agreement. The amount of such reimbursement is determined and designated under Section IV A (1) of this Agreement.

B. Sewer Trunk Extension: The DEVELOPER shall be reimbursed for the cost and expense of extending the existing municipal sewer system to the area of proposed development, subject to the limitations contained under Section VII of this Agreement. The maximum amount of such reimbursement is determined and designated under Section IV A (2) of this Agreement. The right of reimbursement applies only to the fees received by the CITY OF LAS VEGAS as connection charges from property owners connecting into the sewer trunk extension, exclusive of the first two hundred feet (200'). Fees received by the CITY OF LAS VEGAS as connection charges from property owners connecting onto that portion of the municipal sewer system which is within the first two hundred feet (200') or onto a portion not designated as part of the sewer trunk extension is not subject to the right of reimbursement.

SECTION IV: COST OF INSTALLATION AND AMOUNT REFUNDABLE

A. It is agreed by the parties hereto that the oversizing costs and the sewer trunk extension costs, subject to reimbursement under the terms of this Agreement, are as follows:

1. Oversizing Costs: $90,624.00

2. Sewer Trunk Extension Costs: $205,917.00
(Only ninety five percent [95%] subject to refund)

Calculation of these costs is contained on Exhibit "B", attached hereto and incorporated herein as part of this Agreement. Said costs have been submitted to, and approved by, the Department of Public Services.

B. It is agreed and understood that the figures contained on Exhibit "B" are based on estimates obtained by DEVELOPER and approved by the CITY OF LAS VEGAS, and represents the maximum amount which the DEVELOPER can expend for the construction and installation of the extended sewer system which will be subject to reimbursement. All costs and expenses over and above the figures contained therein are the sole responsibility of the DEVELOPER.

If the actual costs of construction and installation are below the figures contained in Exhibit "B", then the DEVELOPER shall have the right of reimbursement only for the actual costs, subject to the limitations contained under Section VII.

SECTION V: OBLIGATIONS OF THE CITY OF LAS VEGAS

A. Oversizing: Within thirty (30) calendar days after the acceptance of sewer trunk extension, the CITY OF LAS VEGAS shall refund the differential costs resulting from the oversized sewer line as shown as item 1 in subsection A under Section IV of this Agreement, provided, however, that said differential costs have actually been incurred and paid by the DEVELOPER. Evidence of payment of such costs shall be furnished to the CITY OF LAS VEGAS as a precondition to any refund.

B. Sewer Trunk Extension: On the first day of December of each year subsequent to the execution of this Agreement, the CITY OF LAS VEGAS agrees, subject to the limitations of Section VII, to disburse to the DEVELOPER all of the funds received by the CITY OF LAS VEGAS during the preceding year as connection fees which were paid to the CITY OF LAS VEGAS for the privilege of connecting onto the sewer trunk extension.

C. With acceptance, the CITY OF LAS VEGAS agrees to be responsible for the operation and maintenance of the sewer trunk extension except as provided for under Section X pertaining to repairs necessitated by defective materials, negligent design or faulty workmanship.

SECTION VI: TIME OF PERFORMANCE

This Agreement shall commence with the execution date hereinbefore provided and shall be performed within the following time periods:

A. Oversizing: Reimbursement by the CITY OF LAS VEGAS shall be within thirty (30) days from the date that the sewer trunk extension is accepted by the CITY OF LAS VEGAS.

B. Sewer Trunk Extension: The right of reimbursement shall cease and terminate ten (10) years from the date of the execution hereof, regardless of whether the DEVELOPER has been fully reimbursed under the terms of this Agreement.

SECTION VII: LIMITATIONS ON THE RIGHT OF REFUND

A. Oversizing and Sewer Trunk Extensions: The right of reimbursement applies only to the costs of extending the sewer system from present termination point to the boundary of the area to be developed by the DEVELOPER. All costs and expense of installing the sewer system within the area of development shall be the sole expense of the DEVELOPER and shall not be subject to reimbursement as provided under this Agreement.

B. Oversizing: The right of reimbursement shall be limited to the direct costs attributable to the requirement of oversizing by the CITY OF LAS VEGAS.

C. Sewer Trunk Extension: The right to reimbursement as provided under Section III herein shall be limited by, and subject to (i) the exclusion of the costs of constructing the first two hundred feet (200') of the sewer trunk extension, (ii) the right of the CITY OF LAS VEGAS to deduct from the connection fees that amount which it is

then retaining for purposes of sewer system expansion, and (iii) the requirement that in no event shall the aggregate amount of reimbursement exceed ninety-five percent (95%) of the construction costs of the sewer trunk extension.

For the purposes of this Agreement it is understood and agreed that the construction costs for construction and installation of the sewer trunk extension shall equal ninety-five percent (95%) of (i) the lowest bid estimate obtained by the DEVELOPER which is acceptable to the CITY OF LAS VEGAS, or (ii) the actual construction costs, whichever is the smaller of the two. In the event that the CITY OF LAS VEGAS waives the requirement of obtaining three (3) bid estimates for constructing and installing the sewer trunk extension, then the DEVELOPER'S reimbursement shall be limited to ninety-five percent (95%) of the estimated costs or the actual construction costs, whichever is lower.

SECTION VIII: GUARANTEE OF THE RIGHT OF ACCESS

A. To guarantee that the CITY OF LAS VEGAS shall have the right of access to any and all portions of the sewer trunk extension for purposes of maintenance and repair, the DEVELOPER agrees to dedicate an easement or fee title, whichever is requested, to the CITY OF LAS VEGAS of a twenty foot (20') portion of land which contains the sewer trunk extension.

B. Where the sewer trunk extension is part of a street to be dedicated to the public, then the right of access shall be obtained by the CITY OF LAS VEGAS as part of the dedication of the street. If the street which contains the sewer trunk extension is not to be dedicated for public uses, or if the proposed location of the sewer trunk extension is upon privately owned lands, then the DEVELOPER agrees to obtain a 20' wide easement or fee title, whichever is requested, and to convey said interest to the CITY OF LAS VEGAS.

C. Any easement conveyed to the CITY OF LAS VEGAS shall provide therein (i) the right to operate, maintain, repair, replace or relocate the sewer trunk extension, or to alter the size, number of pipelines or other appurtenances located within the easement, and (ii) that no buildings, structures, trees, shrubs or other improvements or obstacles shall be placed in or near the area of the easement in such a manner as to interfere with the use of the property as provided for herein.

SECTION IX: RIGHT OF INSPECTION

The CITY OF LAS VEGAS reserves, without any obligation being imposed hereunder, the right to inspect any part or portion of the construction and installation of the sewer trunk extension. The DEVELOPER agrees that any inspection conducted hereunder of the installation of sewer trunk extension, or the subsequent acceptance thereof, by the CITY OF LAS VEGAS does not relieve or release the DEVELOPER from responsibility or liability to the CITY OF LAS VEGAS for defective materials, faulty workmanship or negligent design.

SECTION X: DEFECTIVE MATERIAL, NEGLIGENT DESIGN OR FAULTY WORKMANSHIP

The DEVELOPER agrees to accept any and all responsibility for defective materials, negligent design or faulty workmanship in the construction and installation of the sewer trunk extension.

Upon written notification by the CITY OF LAS VEGAS, the DEVELOPER covenants and agrees, for a period of one (1) year after the acceptance of the sewer trunk extension by the CITY OF LAS VEGAS, to correct the material defects, negligent design or faulty workmanship in sewer trunk extension, In the event that the DEVELOPER fails to make such corrections or refuses to agree to reimburse the CITY OF LAS VEGAS for the cost of making such corrections, then the CITY OF LAS VEGAS reserves the right to repair the sewer trunk extension and the DEVELOPER hereby agrees to reimburse the CITY OF LAS VEGAS for the repair costs.

SECTION XI: OWNERSHIP

A. Upon completion of construction, and as a precondition to acceptance by the CITY OF LAS VEGAS, the DEVELOPER agrees to furnish a Bill of Sale for all sewer lines or other appurtenances constituting the sewer trunk extension conveying to the CITY OF LAS VEGAS all right, title and interest in said improvements and attesting to the fact that the improvements constituting the sewer trunk extension are free of all liens or other encumbrances.

B. It is agreed that the sewer trunk extension shall become and remain the exclusive property of the CITY OF LAS VEGAS after completion and its acceptance by the CITY OF LAS VEGAS.

SECTION XII: RIGHT OF TERMINATION

A. The CITY OF LAS VEGAS reserves the right to terminate this Agreement upon the occurrence of any of the following conditions:

1. DEVELOPER voluntarily terminates operation or consents to the appointment of a receiver, trustee or liquidator for all or any portion of the DEVELOPER'S assets;

2. DEVELOPER is adjudicated bankrupt or insolvent, files a voluntary petition in bankruptcy, or admits in writing the inability to pay its debts as they become due;

3. DEVELOPER files a petition seeking reorganization or an arrangement with creditors;

4. DEVELOPER has, in the sole judgment of the CITY OF LAS VEGAS, failed to fulfill the covenants, terms and conditions of this Agreement. Failure of the CITY OF LAS VEGAS to terminate this Agreement shall not constitute a waiver of any of the provisions contained herein.

B. Termination of this Agreement pursuant to this Section shall become effective thirty (30) days from the date that written notification is deposited with the United States Postal Service, postage prepaid, and properly addressed to the DEVELOPER.

C. Any funds expended on the part of the DEVELOPER for the construction and installation of the sewer system as of the effective date of termination of this Agreement shall be subject to refunding as provided herein.

SECTION XIII: ASSIGNMENT

This Agreement shall inure to the benefit of, and be binding upon, the successors, heirs or assigns of the parties hereto.

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

CITY OF LAS VEGAS, NEVADA,
A Municipal Corporation

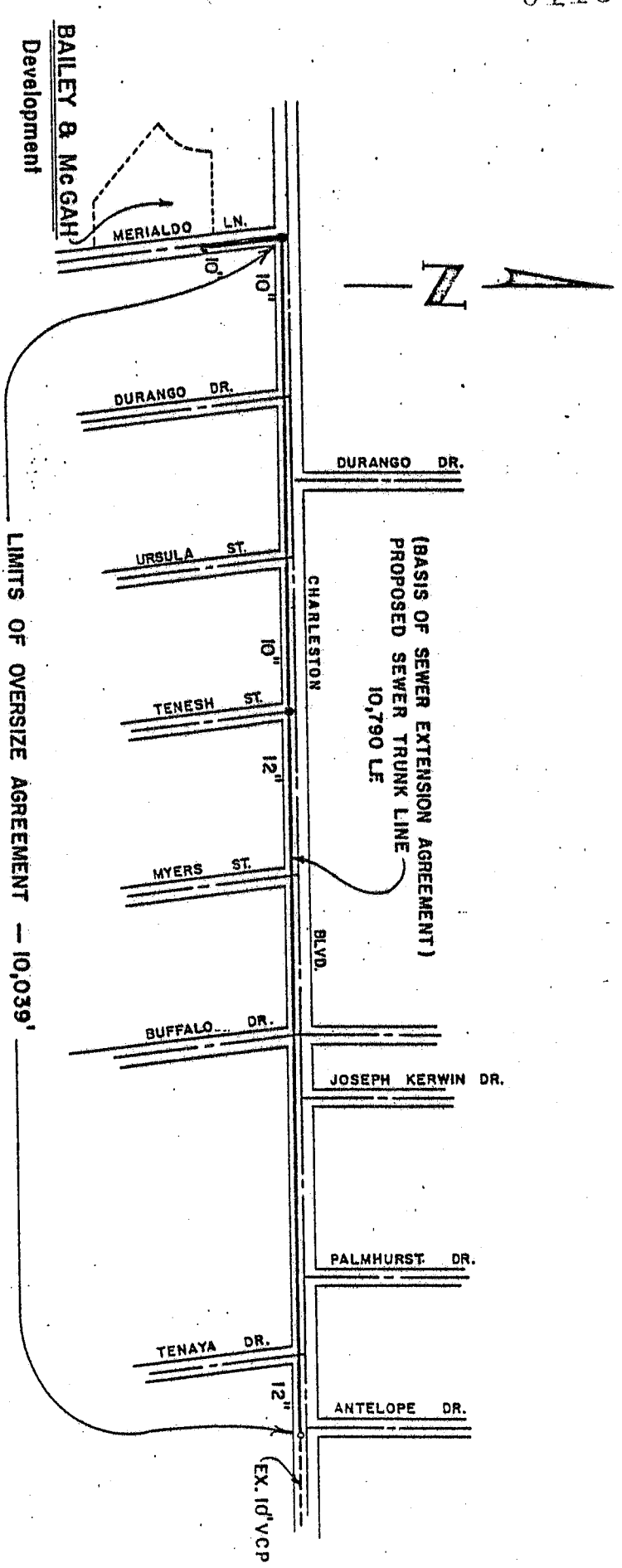
By William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

BAILEY & McGAH

By James W. Hibbetts
James W. Hibbetts
Attorney-In-Fact



LOCATION MAP EXHIBIT "A"

Longley Construction Co., Inc.
P.O. BOX 1960 421 W. BONANZA RD. LAS VEGAS, NEVADA 89101 (702) 384-1691

November 6, 1981

Bailey & McGah
P.O. Box 19102
Las Vegas, Nevada 89119

Re: Valley West VIII
Off-Site Sewer

Gentlemen:

We propose to furnish all labor and material to construct an 8" Off-Site Sewer approximately six feet in depth, in Charleston Blvd. and a 10" Sewer in Merialdo Ln., for the above referenced project, as follows:

ALTERNATE A

1. 751 L.F. 10" P.V.C. Sewer Pipe
2. 10,037 L.F. 8" P.V.C. Sewer Pipe
3. 34 Manholes

All For The Sum Of $241,754.00

ALTERNATE B

1. 751 L.F. 10" P.V.C. Sewer Pipe
2. 10,039 L.F. 8" P.V.C. Sewer Pipe
3. 35 Manholes

All For The Sum Of $209,253.00

Very truly yours,

LONGLEY CONSTRUCTION CO., INC.

T.C. Longley, President

TCL/pc

Longley Construction Co., Inc.
P.O. BOX 1960 421 W. BONANZA RD. LAS VEGAS, NEVADA 89101 (702) 384-1691

November 17, 1981

Bailey & McGah
P.O. Box 19102
Las Vegas, Nevada 89119

Re: Valley West VIII
Off-Site Sewer

Gentlemen:

Please refer to our letter dated November 6, 1981 regarding the cost of constructing an Off-Site Sewer line for the above referenced project.

For your information, the unit price for the installation of the 8" P.V.C. pipe in alternate "B" is Sixteen Dollars and Sixty Eight cents per L.F. ($16.68/L.F.).

Very truly yours,

LONGLEY CONSTRUCTION CO., INC.

O.K. F.H.

200 L.F. = $3,336.00

T.C. Longley, President

TCL/pc

SUB-989

0221

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 17, 1981

TO: The Board of City Commissioners

FROM: DON J. SAYLOR, AICP
DEPUTY CITY MANAGER

SUBJECT: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEMS
JUNE 17, 1981 CITY COMMISSION AGENDA

PURPOSE/BACKGROUND

Items A thru E - Tentative Maps (see backup material)

Item F - County Referral - Zone Change - ZC-90-81- Michael S. Fennell, Et Al (see backup material)

Item G - Aesthetic Review - Z-100-64(119) - Growth Development Corporation (see backup material)

Item H - Plot Plan Review - Z-100-64(120) - Clark County (see backup material)

Item I - Use Review - Z-64-75 - Herb Barrett (see backup material)

Items J thru R - New Rezoning Applications (see backup material)

FISCAL IMPACT No Funding Required

RECOMMENDATIONS See Attached

Harold P. Foster, Director

DISPOSITION
Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

79-8-16

Agenda Item
X.

AGENDA

City of Las Vegas

BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM	Commission Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
E. TENTATIVE MAP - VALLEY WEST 8 Property generally located south of Charleston Boulevard and west of Durango Drive, N-U Zone, under Resolution of Intent to R-1. Owner: William Peccole Subdivider: Bailey & McGah No. of Acres: 55.3 No. of Lots: 234 Planning Commission unanimously recommends APPROVAL, subject to the following conditions: 1. Provision to be made for sanitary sewers which is acceptable to the Department of Public Services. 2. Dedication and improved access to be provided to this subdivision as determined by the Department of Public Services. 3. Provide a drainage plan as required by the Department of Public Services. 4. Conformance to the requirements of Z-34-81. 5. No vehicular access to Peccole Strada from the abutting lots. Staff Recommendation: APPROVAL	Lurie - APPROVED subject to listed conditions, as recommended by Planning Commission. Motion carried with Levy abstaining and Christensen excused	Clerk to notify and Planning to proceed. No protestants

APPROVED AGENDA ITEM

To: The Board of City Commissioners
Re: Community Planning and Development Agenda Item
June 17, 1981 City Commission Agenda

E. TENTATIVE MAP - VALLEY WEST 8

This map is in conformance to the subdivision regulations.
This is another subdivision proposed for the Peccole property.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

City of Las Vegas
BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM	Commission Action	Department Action
IV (h). DEPARTMENT OF PUBLIC SERVICES DONALD E. DONOVAN, P.E., DIRECTOR *CONSENT AGENDA All matters listed under Item A is considered to be routine by the City Commission and may be enacted by one motion. However, any item may be discussed if a Commission member or citizen so requests.		
*A. RIGHT OF WAY ITEMS 1. Right of Way Grant From: City of Las Vegas To: Nevada Power Company and Central Telephone Company For: Portion of Sec. 29, T20S, R62E Lorenzi Park State Museum	Lurie - APPROVED Unanimous (Woofter excused)	Staff to proceed
B. REPORTS/ACTION 1. Expanded One Number Call System.	Item B-1 Lurie - APPROVED Agreement subject to an amendment providing that signators to the contract advise public of construction work that is ongoing via their public relations department and public road signs. Unanimous (Woofter excused)	Attorney to amend contract prior to signature. Chuck King of Central Telephon appeared.
2. Approval of sewer trunk line extension and oversizing agreement.	Item B-2 Christensen - APPROVED Unanimous (Woofter excused)	Staff to proceed
3. Approval of engineering services for life/safety/security systems at the Misdemeanant Detention Facility.	Item B-3 Christensen APPROVED Unanimous (Woofter excused)	Staff to proceed
4. Request by Bank Building, Inc. to connect to City sewer system at 5950 West Sahara Ave. (outside City limits).	Item B-4 Lurie - APPROVED Unanimous (Woofter excused)	Staff to proceed

APPROVED AGENDA ITEM

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date: December 10, 1981

TO:

Carol Ann Hawley
City Clerk

FROM:

Nancy DelaBarre
Department of Public Services

SUBJECT:

Refunding Agreement
Bailey & McGah

COPIES TO:

Attached is the original of a Refunding Agreement for Sewer Trunk Extension and Oversizing in the Valley West VIII subdivision. The agreement was approved at the December 2, 1981 City Commission meeting and has been approved and initialed by the City Attorney's office.

Upon obtaining the necessary signatures, please return a signed copy to this office for our files.

Nancy DelaBarre

Nancy DelaBarre

ND/lm
Attach.

CL 1

Longley Construction Co., Inc.
P.O. BOX 1960 421 W. BONANZA RD. LAS VEGAS, NEVADA 89101 (702) 384-1691

November 6, 1981

Bailey & McGah
P.O. Box 19102
Las Vegas, Nevada 89119

Re: Valley West VIII
Off-Site Sewer

Gentlemen:

We propose to furnish all labor and material to construct an 8" Off-Site Sewer approximately six feet in depth, in Charleston Blvd. and a 10" Sewer in Merialdo Ln., for the above referenced project, as follows:

ALTERNATE A

1. 751 L.F. 10" P.V.C. Sewer Pipe
2. 10,037 L.F. 8" P.V.C. Sewer Pipe
3. 34 Manholes

All For The Sum Of $241,754.00

ALTERNATE B

1. 751 L.F. 10" P.V.C. Sewer Pipe
2. 10,039 L.F. 8" P.V.C. Sewer Pipe
3. 35 Manholes

All For The Sum Of $209,253.00

Very truly yours,

LONGLEY CONSTRUCTION CO., INC.

T.C. Longley, President

TCL/pc

Longley Construction Co., Inc.
P.O. BOX 1960 421 W. BONANZA RD. LAS VEGAS, NEVADA 89101 (702) 384-1691

November 17, 1981

Bailey & McGah
P.O. Box 19102
Las Vegas, Nevada 89119

Re: Valley West VIII
Off-Site Sewer

Gentlemen:

Please refer to our letter dated November 6, 1981 regarding the cost of constructing an Off-Site Sewer line for the above referenced project.

For your information, the unit price for the installation of the 8" P.V.C. pipe in alternate "B" is Sixteen Dollars and Sixty Eight cents per L.F. ($16.68/L.F.).

Very truly yours,

LONGLEY CONSTRUCTION CO., INC.

O.K. J.H.

200 L.F. = $3,336.00

T.C. Longley

T.C. Longley, President

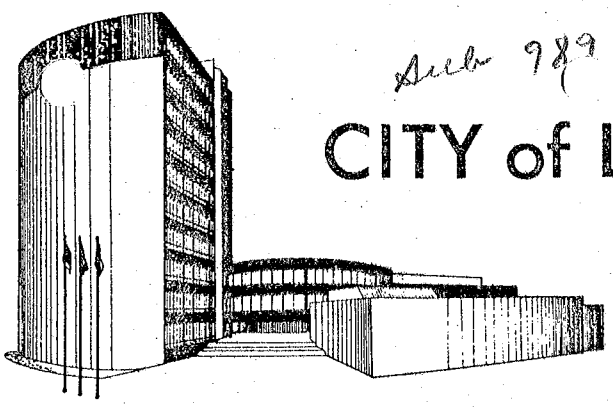
TCL/pc

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
ROY WOOFTER
AL LEVY

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL DORN



Arch 989

CITY of LAS VEGAS

July 1, 1981

William Peccole
1348 Cashman Drive
Las Vegas, Nevada 89102

Re: Valley West 8
TENTATIVE MAP

Dear Mr. Peccole:

The Board of City Commissioners at a regular meeting held June 17, 1981, APPROVED your request for a Tentative Map for Valley West 8, on property generally located south of Charleston Boulevard and west of Durango Drive N-U Zone, under Resolution of Intent to R-1, subject to the following conditions:

1. Approval of the tentative map shall be for no more than twelve (12) months. If a final map is not recorded on all or a portion of the area embraced by the tentative map within twelve (12) months of the approval of the tentative map, or an extension of time up to one year, is not granted for the tentative map, a new tentative map must be filed. If a final map is recorded within twelve (12) months of the original approval of the tentative map, or within the extension of time of the tentative map for only a portion of the area embraced by the tentative map, the Planning Commission may require that a new tentative map be filed and approved prior to any further final maps being approved.

2. Provision to be made for sanitary sewers which is acceptable to the Department of Public Services.

3. Dedication and improved access to be provided to this subdivision as determined by the Department of Public Services.

4. Provide a drainage plan as required by the Department of Public Services.

5. Conformance to the requirements of Z-34-81.

6. No vehicular access to Peccole Strada from the abutting lots.

7. If a wall is constructed on an exterior boundary street, the CC&R's shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.

8. Street names to be provided in accord with the City's Street Name Policy.

9. Subject to all conditions of City departments and State Subdivision Statutes.

Sincerely,

Carol Ann Hawley

CAROL ANN HAWLEY
CITY CLERK

CAH:mpk

cc: Bailey & McGah, P.O. Box 19102, LV NV 89119

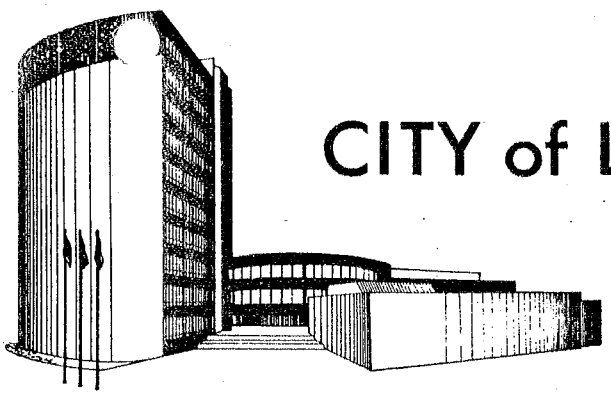
Dept. of Community Planning & Development
Dept. of Public Services
Dept. of Fire Services
Dept. of Building & Safety

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
ROY WOOFTER
AL LEVY

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL DORN



CITY of LAS VEGAS

RECEIVED
MAY 29 1981
CITY CLERK

May 27, 1981

William Peccole
1348 Cashman Drive
Las Vegas, Nevada 89102

RE: Tentative Map - Valley West 8

Dear Mr. Peccole:

The Tentative Map for Valley West 8 was considered by the City Planning Commission on May 26, 1981.

The Commission voted to refer this item with a recommendation of APPROVAL, subject to the following conditions:

1. Approval of the tentative map shall be for no more than twelve (12) months. If a final map is not recorded on all or a portion of the area embraced by the tentative map within twelve (12) months of the approval of the tentative map, or an extension of time up to one year, is not granted for the tentative map, a new tentative map must be filed. If a final map is recorded within twelve (12) months of the original approval of the tentative map, or within the extension of time of the tentative map for only a portion of the area embraced by the tentative map, the Planning Commission may require that a new tentative map be filed and approved prior to any further final maps being approved.

2. Provision to be made for sanitary sewers which is acceptable to the Department of Public Services.

3. Dedication and improved access to be provided to this subdiyision as determined by the Department of Public Services.

4. Provide a drainage plan as required by the Department of Public Services.

5. Conformance to the requirements of Z-34-81.

6. No vehicular access to Peccole Strada from the abutting lots.

CITY OF LAS VEGAS NEVADA

7. If a wall is constructed on an exterior boundary street, the CC&R's shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.

8. Street names to be provided in accord with the City's Street Name Policy.

9. Subject to all conditions of City departments and State Subdivision Statutes.

This item will be considered by the Board of City Commissioners on June 17, 1981 at 2:00 P.M. in the Commission Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. The Commission requests that you or your representative be present at this meeting.

Sincerely,

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT
HAROLD P. FOSTER, DIRECTOR

HOWARD A. NULL
Chief of Planning

HAN:cme
cc: *City Clerk
Bailey & McGah
P.O. Box 19102, LV NV 89119

REFUNDING AGREEMENT
(Sewer Trunk Extension and Oversizing)

THIS AGREEMENT, made and entered into the 2nd day of December, 1981, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (hereinafter referred to as the "CITY OF LAS VEGAS"), and BAILEY & McGAH (hereinafter referred to as "DEVELOPER").

W I T N E S S E T H :

WHEREAS, the CITY OF LAS VEGAS is the governmental entity entrusted with the responsibility of providing sewer service to the residents within its corporate limits; and

WHEREAS, BAILEY & McGAH is engaged in the development of property, entitled, to-wit: Valley West VIII, which has been submitted for approval by the CITY OF LAS VEGAS; and

WHEREAS, the limited financial resources of the CITY OF LAS VEGAS prevents immediate extension of the municipal sewer system into the area proposed to be developed by the DEVELOPERS; and

WHEREAS, Section 23 of the Supplement to the Uniform Plumbing Code of the City of Las Vegas, 1979 Edition, allows, at the discretion of the CITY OF LAS VEGAS, for the expansion of the municipal sewer system through the use of private funds; and

WHEREAS, said Section 23 further provides for partial reimbursement to the DEVELOPER of the costs of installing the sewer trunk extension; and

WHEREAS, it is the intent of the parties hereto to provide for reimbursement of those costs incurred by the DEVELOPER in (1) extending the existing municipal sewer system to, but not beyond, the boundary of the area of development, exclusive of the first two hundred feet (200'), and (2) installing a sewer line greater in size than normally needed to serve the DEVELOPER'S area of development.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree to the following:

SECTION I: DEFINITIONS

CONNECTION FEES - shall mean the fee or charge, imposed by the CITY OF LAS VEGAS upon a property owner for the privilege of connecting into the municipal sewer system.

OVERSIZING - shall mean the installation by the DEVELOPER, at the request of the CITY OF LAS VEGAS, of a sewer line greater in size than needed to service the proposed area of development.

PLANS AND SPECIFICATIONS - shall mean the engineering designs and drawings showing the complete construction and installation of the sewer trunk extension which are on file with the Department of Public Services.

SEWER TRUNK EXTENSION - shall mean all materials and equipment, such as sewer lines, lateral connections, manholes and other related appurtenances, exclusive of any oversizing, which are

constructed and installed between the terminus point of the existing municipal sewer system and the area to be developed by the DEVELOPER. The portion of the new sewer line constituting the sewer trunk extension subject to reimbursement as provided herein shall be determined and agreed to by the parties hereto. Said sewer trunk extension is indicated on Exhibit "A" attached hereto and incorporated herein as part of this Agreement.

UNIFORM STANDARD SPECIFICATIONS - shall mean that publication entitled the "Uniform Standard Specifications for Public Works' Construction Off-site Improvements, Clark County Area, Nevada, 1978."

SECTION II: OBLIGATIONS OF DEVELOPER

A. Covenant of Installation

1. The DEVELOPER hereby agrees to construct and install the entire sewer trunk extension as shown on the Plans and Specifications. The CITY OF LAS VEGAS shall have the right to designate, as part of the Plans and Specifications, the size of the proposed sewer line, the depth at which it shall be laid and the number, the location and type of appurtenances, and any other relevant information considered necessary for the construction of the municipal sewer system.

   The cost and expense of this installation shall be the responsibility of the DEVELOPER, who shall have the right to reimbursement as provided for under this Agreement.

2. The DEVELOPER, at its own cost and expense, agrees to perform all survey work necessary for the construction and installation of sewer trunk extension as provided for in the Plans and Specifications, without any right of reimbursement from the CITY OF LAS VEGAS.

B. Procurement of Bid Estimates

1. Oversizing: As a basis for the figure contained in Section IV A (1), the DEVELOPER agrees to comply with all of the bidding and awarding requirements of Chapter 332 of the Nevada Revised Statutes pertaining to the Local Government Purchasing Act if the cost of the oversizing will exceed Five Thousand and 00/100 Dollars ($5,000.00).

2. Sewer Trunk Extension: As a basis for the figure contained in Section IV A (2), the DEVELOPER agrees to procure three (3) written bids as to the cost of constructing the sewer trunk extension according to the approved Plans and Specifications. The bid estimates shall be from contractors licensed within the State of Nevada and acceptable to the CITY OF LAS VEGAS. The CITY OF LAS VEGAS, if good cause exists, reserves the right to waive the requirements of obtaining these bid estimates.

C. Installation Standards

The DEVELOPER agrees that the sewer trunk extension shall be installed in a workmanlike manner and according to (1) the Uniform Standard Specifications in effect at that time, and (2) the Plans and Specifications approved by the CITY OF LAS VEGAS.

SECTION III: RIGHT OF REIMBURSEMENT

It is understood and agreed by the parties hereto that the DEVELOPER shall have the following rights of reimbursement:

A. Oversizing: The DEVELOPER shall be reimbursed for the cost and expense of installing a larger sewer line than normally needed by the DEVELOPER to service his proposed area of development. The right of reimbursement is subject to the limitations contained under Section VII of this Agreement. The amount of such reimbursement is determined and designated under Section IV A (1) of this Agreement.

B. Sewer Trunk Extension: The DEVELOPER shall be reimbursed for the cost and expense of extending the existing municipal sewer system to the area of proposed development, subject to the limitations contained under Section VII of this Agreement. The maximum amount of such reimbursement is determined and designated under Section IV A (2) of this Agreement. The right of reimbursement applies only to the fees received by the CITY OF LAS VEGAS as connection charges from property owners connecting into the sewer trunk extension, exclusive of the first two hundred feet (200'). Fees received by the CITY OF LAS VEGAS as connection charges from property owners connecting onto that portion of the municipal sewer system which is within the first two hundred feet (200') or onto a portion not designated as part of the sewer trunk extension is not subject to the right of reimbursement.

SECTION IV: COST OF INSTALLATION AND AMOUNT REFUNDABLE

A. It is agreed by the parties hereto that the oversizing costs and the sewer trunk extension costs, subject to reimbursement under the terms of this Agreement, are as follows:

1. Oversizing Costs: $90,624.00

2. Sewer Trunk Extension Costs: $205,917.00
(Only ninety five percent [95%] subject to refund)

Calculation of these costs is contained on Exhibit "B", attached hereto and incorporated herein as part of this Agreement. Said costs have been submitted to, and approved by, the Department of Public Services.

B. It is agreed and understood that the figures contained on Exhibit "B" are based on estimates obtained by DEVELOPER and approved by the CITY OF LAS VEGAS, and represents the maximum amount which the DEVELOPER can expend for the construction and installation of the extended sewer system which will be subject to reimbursement. All costs and expenses over and above the figures contained therein are the sole responsibility of the DEVELOPER.

If the actual costs of construction and installation are below the figures contained in Exhibit "B", then the DEVELOPER shall have the right of reimbursement only for the actual costs, subject to the limitations contained under Section VII.

SECTION V: OBLIGATIONS OF THE CITY OF LAS VEGAS

A. Oversizing: Within thirty (30) calendar days after the acceptance of sewer trunk extension, the CITY OF LAS VEGAS shall refund the differential costs resulting from the oversized sewer line as shown as item 1 in subsection A under Section IV of this Agreement, provided, however, that said differential costs have actually been incurred and paid by the DEVELOPER. Evidence of payment of such costs shall be furnished to the CITY OF LAS VEGAS as a precondition to any refund.

B. Sewer Trunk Extension: On the first day of December of each year subsequent to the execution of this Agreement, the CITY OF LAS VEGAS agrees, subject to the limitations of Section VII, to disburse to the DEVELOPER all of the funds received by the CITY OF LAS VEGAS during the preceding year as connection fees which were paid to the CITY OF LAS VEGAS for the privilege of connecting onto the sewer trunk extension.

C. With acceptance, the CITY OF LAS VEGAS agrees to be responsible for the operation and maintenance of the sewer trunk extension except as provided for under Section X pertaining to repairs necessitated by defective materials, negligent design or faulty workmanship.

SECTION VI: TIME OF PERFORMANCE

This Agreement shall commence with the execution date hereinbefore provided and shall be performed within the following time periods:

A. Oversizing: Reimbursement by the CITY OF LAS VEGAS shall be within thirty (30) days from the date that the sewer trunk extension is accepted by the CITY OF LAS VEGAS.

B. Sewer Trunk Extension: The right of reimbursement shall cease and terminate ten (10) years from the date of the execution hereof, regardless of whether the DEVELOPER has been fully reimbursed under the terms of this Agreement.

SECTION VII: LIMITATIONS ON THE RIGHT OF REFUND

A. Oversizing and Sewer Trunk Extensions: The right of reimbursement applies only to the costs of extending the sewer system from present termination point to the boundary of the area to be developed by the DEVELOPER. All costs and expense of installing the sewer system within the area of development shall be the sole expense of the DEVELOPER and shall not be subject to reimbursement as provided under this Agreement.

B. Oversizing: The right of reimbursement shall be limited to the direct costs attributable to the requirement of oversizing by the CITY OF LAS VEGAS.

C. Sewer Trunk Extension: The right to reimbursement as provided under Section III herein shall be limited by, and subject to (i) the exclusion of the costs of constructing the first two hundred feet (200') of the sewer trunk extension, (ii) the right of the CITY OF LAS VEGAS to deduct from the connection fees that amount which it is

then retaining for purposes of sewer system expansion, and (iii) the requirement that in no event shall the aggregate amount of reimbursement exceed ninety-five percent (95%) of the construction costs of the sewer trunk extension.

For the purposes of this Agreement it is understood and agreed that the construction costs for construction and installation of the sewer trunk extension shall equal ninety-five percent (95%) of (i) the lowest bid estimate obtained by the DEVELOPER which is acceptable to the CITY OF LAS VEGAS, or (ii) the actual construction costs, whichever is the smaller of the two. In the event that the CITY OF LAS VEGAS waives the requirement of obtaining three (3) bid estimates for constructing and installing the sewer trunk extension, then the DEVELOPER'S reimbursement shall be limited to ninety-five percent (95%) of the estimated costs or the actual construction costs, whichever is lower.

SECTION VIII: GUARANTEE OF THE RIGHT OF ACCESS

A. To guarantee that the CITY OF LAS VEGAS shall have the right of access to any and all portions of the sewer trunk extension for purposes of maintenance and repair, the DEVELOPER agrees to dedicate an easement or fee title, whichever is requested, to the CITY OF LAS VEGAS of a twenty foot (20') portion of land which contains the sewer trunk extension.

B. Where the sewer trunk extension is part of a street to be dedicated to the public, then the right of access shall be obtained by the CITY OF LAS VEGAS as part of the dedication of the street. If the street which contains the sewer trunk extension is not to be dedicated for public uses, or if the proposed location of the sewer trunk extension is upon privately owned lands, then the DEVELOPER agrees to obtain a 20' wide easement or fee title, whichever is requested, and to convey said interest to the CITY OF LAS VEGAS.

C. Any easement conveyed to the CITY OF LAS VEGAS shall provide therein (i) the right to operate, maintain, repair, replace or relocate the sewer trunk extension, or to alter the size, number of pipelines or other appurtenances located within the easement, and (ii) that no buildings, structures, trees, shrubs or other improvements or obstacles shall be placed in or near the area of the easement in such a manner as to interfere with the use of the property as provided for herein.

SECTION IX: RIGHT OF INSPECTION

The CITY OF LAS VEGAS reserves, without any obligation being imposed hereunder, the right to inspect any part or portion of the construction and installation of the sewer trunk extension. The DEVELOPER agrees that any inspection conducted hereunder of the installation of sewer trunk extension, or the subsequent acceptance thereof, by the CITY OF LAS VEGAS does not relieve or release the DEVELOPER from responsibility or liability to the CITY OF LAS VEGAS for defective materials, faulty workmanship or negligent design.

SECTION X: DEFECTIVE MATERIAL, NEGLIGENT DESIGN OR FAULTY WORKMANSHIP

The DEVELOPER agrees to accept any and all responsibility for defective materials, negligent design or faulty workmanship in the construction and installation of the sewer trunk extension.

Upon written notification by the CITY OF LAS VEGAS, the DEVELOPER covenants and agrees, for a period of one (1) year after the acceptance of the sewer trunk extension by the CITY OF LAS VEGAS, to correct the material defects, negligent design or faulty workmanship in sewer trunk extension, In the event that the DEVELOPER fails to make such corrections or refuses to agree to reimburse the CITY OF LAS VEGAS for the cost of making such corrections, then the CITY OF LAS VEGAS reserves the right to repair the sewer trunk extension and the DEVELOPER hereby agrees to reimburse the CITY OF LAS VEGAS for the repair costs.

SECTION XI: OWNERSHIP

A. Upon completion of construction, and as a precondition to acceptance by the CITY OF LAS VEGAS, the DEVELOPER agrees to furnish a Bill of Sale for all sewer lines or other appurtenances constituting the sewer trunk extension conveying to the CITY OF LAS VEGAS all right, title and interest in said improvements and attesting to the fact that the improvements constituting the sewer trunk extension are free of all liens or other encumbrances.

B. It is agreed that the sewer trunk extension shall become and remain the exclusive property of the CITY OF LAS VEGAS after completion and its acceptance by the CITY OF LAS VEGAS.

SECTION XII: RIGHT OF TERMINATION

A. The CITY OF LAS VEGAS reserves the right to terminate this Agreement upon the occurrence of any of the following conditions:

1. DEVELOPER voluntarily terminates operation or consents to the appointment of a receiver, trustee or liquidator for all or any portion of the DEVELOPER'S assets;

2. DEVELOPER is adjudicated bankrupt or insolvent, files a voluntary petition in bankruptcy, or admits in writing the inability to pay its debts as they become due;

3. DEVELOPER files a petition seeking reorganization or an arrangement with creditors;

4. DEVELOPER has, in the sole judgment of the CITY OF LAS VEGAS, failed to fulfill the covenants, terms and conditions of this Agreement. Failure of the CITY OF LAS VEGAS to terminate this Agreement shall not constitute a waiver of any of the provisions contained herein.

B. Termination of this Agreement pursuant to this Section shall become effective thirty (30) days from the date that written notification is deposited with the United States Postal Service, postage prepaid, and properly addressed to the DEVELOPER.

C. Any funds expended on the part of the DEVELOPER for the construction and installation of the sewer system as of the effective date of termination of this Agreement shall be subject to refunding as provided herein.

SECTION XIII: ASSIGNMENT

This Agreement shall inure to the benefit of, and be binding upon, the successors, heirs or assigns of the parties hereto.

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

CITY OF LAS VEGAS, NEVADA,
A Municipal Corporation

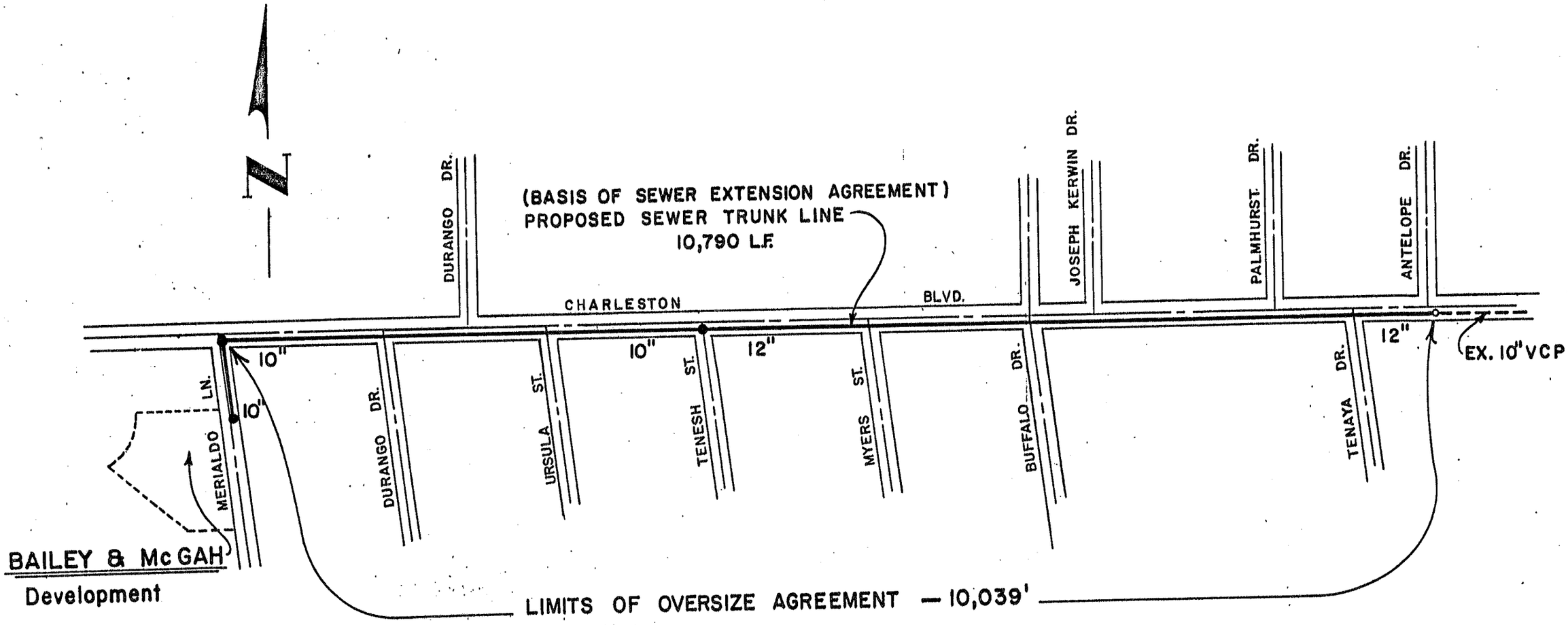
KSS By William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

BAILEY & McGAH

By James W Hibbetts
James W. Hibbetts
Attorney-in-Fact



LOCATION MAP EXHIBIT "A"