

RESOLUTION NO. 3766
(Interlocal Contract for Sewer Service to APN Numbers 178-12-101-003 and
178-12-201-005)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, NEVADA, REGARDING AN INTERLOCAL CONTRACT WITH THE CLARK COUNTY WATER RECLAMATION DISTRICT WHEREBY THE CLARK COUNTY WATER RECLAMATION DISTRICT AGREES TO ALLOW SEWER SERVICE BY THE CITY OF HENDERSON TO AN AREA OUTSIDE THE CITY LIMITS AND WITHIN THE CORPORATE BOUNDARIES OF THE CLARK COUNTY WATER RECLAMATION DISTRICT FOR PROPERTY KNOWN AS "GATE 7", ASSESSOR'S PARCEL NUMBERS (APN) 178-12-101-003 AND 178-12-201-005, GENERALLY LOCATED ON THE SOUTH SIDE OF WARM SPRINGS ROAD EAST OF EASTGATE ROAD.

WHEREAS, there has been presented to the City Council of the City of Henderson ("City") an Interlocal Contract ("Contract") between the City and Clark County Water Reclamation District ("District") allowing the City to provide sewer service to the property known as "Gate 7", Assessor's Parcel Numbers (APN) 178-12-101-003 and 178-12-201-005, generally located on the south side of Warm Springs Road and east of Eastgate Road; and

WHEREAS, each of the parties to this Agreement provides sewer service or has jurisdictional authority within its respective territorial limits; and

WHEREAS, the parties hereto are empowered to enter into an agreement for sewer under Chapter 277 of the Nevada Revised Statutes; and

WHEREAS, the City sewer service is more accessible to this area, the parties hereto desire to coordinate their activities in order to assure their customers that all reasonable efforts are being expended to provide them with adequate sewer service; and

WHEREAS, the City Council believes that it is necessary and in the best interest of the City, its residents and sewer customers that the Contract, labeled as Exhibit A, consisting of four pages including a map, be approved.

THEREFORE, BE IT RESOLVED by the City Council of the City of Henderson, Nevada, as follows:

SECTION 1. The Contract be, and the same hereby is, ratified, approved and confirmed, and that the officers designated in the Contract to execute it by and on behalf of the City are hereby authorized to do so and to deliver an executed copy thereof to the other party thereto.

SECTION 2. All actions heretofore taken by the City and its officers and employees toward the purpose of this Resolution are hereby ratified, approved and confirmed.

SECTION 3. The officers and employees of the City are authorized to take all actions necessary to effectuate the provisions of this Resolution.

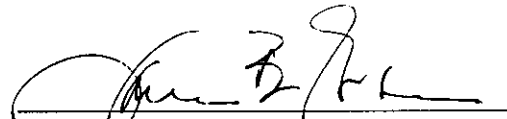
SECTION 4. A true and correct copy of the Contract, consisting of three pages and a map, between the respective parties is attached hereto and incorporated herein by reference as Exhibit A.

SECTION 5. This resolution shall be in effect upon passage and approval.

PASSED, ADOPTED, AND APPROVED THIS 17th DAY OF JUNE 2008, BY THE FOLLOWING ROLL-CALL VOTE OF COUNCIL.

Those voting aye: James B. Gibson, Mayor
Councilmembers:
Arthur "Andy" Hafen
Gerri Schroder

Those voting nay: None
Those abstaining: None
Those absent: Councilmember Jack Clark
Councilmember Steven D. Kirk


James B. Gibson, Mayor

ATTEST:


Monica M. Simmons, MMC, City Clerk

EXHIBIT A

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 26th day of March, 2008, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF HENDERSON ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by TRONOX LLC, 52.35 acres - vacant land; Parcel Nos. 178-12-101-003 and 178-12-201-005 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay

sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By  _____
RICHARD MENDES, General Manager

DATE OF COUNCIL APPROVAL _____
CITY OF HENDERSON

By _____
JAMES B. GIBSON, Mayor

ATTEST:

By _____
MONICA MARTINEZ SIMMONS, MMC City Clerk

APPROVED AS TO FORM:

By _____
SHAUNA M. HUGHES, Esq., City Attorney

Interlocal Contract for Sewer Service to APN Numbers 178-12-101-003 and 178-12-201-005

