



City of Henderson  
Department of Utility Services  
240 Water Street, First Floor Utility Services - DSC

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## Water Commitment Procedures For Application for New Service Connections

Please complete updated Water Commitment forms:

1. Obtain Water Commitment forms for properties that do not have a current Water Commitment.
2. Submit the following forms for new service connections to Utility Services in the DSC with building permits on the first floor:

- ❖ **Water Commitment Information with an original signature.**
- ❖ **Acknowledgements with an original owner's signature.**
- ❖ **Assignment of Water Commitment (signed by the Master Planner)\***

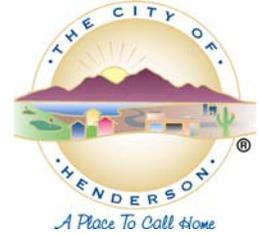
\*Note: This form is required only for properties that are located in a master plan.

**For irrigation meters only:** Please submit a Utility Application, the Water Commitment forms, and the approved civil plan copy directly to the Department of Utility Services, Technical Services Utility Plans Examiners.

3. If applicable, obtain approval of substantially complete offsite improvement plans by Public Works, post bonds, pay inspection fees and SNWA connection fees.
4. Upon review and approval of the plan check and the Water Commitment by Utility Services, fees will be accessed and forwarded to Building for payment and issuance of building permits.
5. Upon completion of construction, the Building Department will issue a Certificate of Occupancy and notify Utility Services. Water commitment becomes final upon completion of:
  - a. Offsite improvement completion and acceptance by the City.
  - b. Meter(s) set and service having been establish.
  - c. Construction and issuance of a Certificate of Occupancy.

Please call 267-3670 if you have questions regarding water commitment or utility connection fees.

**City of Henderson**  
**Department of Utility Services**



**WATER COMMITMENT INFORMATION**

**Please submit with: 1) Final Map or 2) New Utility Service Application.**  
*Note: Incomplete applications will be returned and delay approval process.*

**PROJECT INFORMATION:**

Project Title: \_\_\_\_\_ Permit # \_\_\_\_\_  
Site Address: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ FM # \_\_\_\_\_  
                  Bldg.#   N,S,E,W       Street Name       Way/Dr./St./etc.  
Cross Streets/Location of Property: \_\_\_\_\_  
Type of Development:  SFR  MFR  CB  IND Proposed Use: \_\_\_\_\_  
Gross Acreage: \_\_\_\_\_ Net Acreage: \_\_\_\_\_  
Legal Description: \_\_\_\_\_ Quarter: \_\_\_\_\_ Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_  
Assessor's Parcel #: \_\_\_\_\_ Recorded Document #: \_\_\_\_\_

**SUBDIVISION INFORMATION:**

Final Map Name: \_\_\_\_\_  
Final Map #: \_\_\_\_\_ Lots/Blocks: \_\_\_\_\_  
# of Single Family Lots: \_\_\_\_\_ # of Common Element Lots: \_\_\_\_\_  
Master Plan/Subdivision Name(s): \_\_\_\_\_ Unit #(s): \_\_\_\_\_

**OWNER/DEVELOPER:**

Property Owner(s): \_\_\_\_\_  
Owner's Address/Phone/Fax: \_\_\_\_\_  
Developer/Builder: \_\_\_\_\_  
Builder's Address/Phone/Fax: \_\_\_\_\_  
Engineer/Architect: \_\_\_\_\_  
Engineer's Address/Phone/Fax: \_\_\_\_\_

**ESTIMATED ANNUAL WATER USE:** \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_ EDUs  
*(See reverse for calculation guidelines)*       (# of Houses, Units or S.F.)       (Calculation Factor)

**SUBMITTED BY (Authorized Signature):** \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

<b>CITY OF HENDERSON USE:</b>	<input type="checkbox"/> Contract Date: _____	<input type="checkbox"/> Assignment _____
Permit # _____	<input type="checkbox"/> FM WS Date: _____	<input type="checkbox"/> New Commitment
Water Commitment Verified by _____	# EDUs: _____	Date: _____

## WATER CALCULATION GUIDELINES

Subject to verification and approval by the Department of Utility Services

Quantity	Type of Development	Calculation Factor	Total EDUs
	Single Family ( <i>net acreage</i> $\geq$ 1/2 acre/lot)	1.5 per lot	
	Single Family ( <i>net acreage</i> < 1/2 acre/lot)	1.0 per lot	
	Multi-Family ( <i>Density</i> $\leq$ RM16)	.81 per unit	
	Multi-Family ( <i>Density</i> $\geq$ RM18)	.52 per unit	
	Commercial (< 500,000 s.f.)	.29 per 1,000 s.f.	
	Commercial (> 500,000 s.f.)	.13 per 1,000 s.f.	
	Turf/Landscape	8.14 per acre	
	Hotel/Motel	.30 per room	
	Industrial ( <i>case by case</i> )	Attach Calculations	
	<b>TOTALS</b>		

*1 equivalent development unit (EDU) equals .86 acre feet per year (AFY). Calculation factor is based on density, not zoning.*

### Commercial Landscape Calculation:

Common Element #	Square Footage (43,560 s.f. = 1 acre)	Acreage	EDUs (8.14 per acre)
<b>TOTALS:</b>			

<b>Total Square Footage</b>		s.f.
<b>÷ 43,560</b>	<b>÷ 43,560</b>	
<b>Number of Acres</b>		acres
<b>x 8.14</b>	<b>x 8.14</b>	
<b>Number of EDUs</b>		<b>EDUs</b>

**COH Use Only**  
**Total Assessed EDUs** \_\_\_\_\_



Permit # \_\_\_\_\_  
FM # \_\_\_\_\_

## **ACKNOWLEDGEMENTS FOR WATER COMMITMENT**

**Project Name:** \_\_\_\_\_

**Complete Site Address:** \_\_\_\_\_

**Type of Development:**  Single Family  Multi-Family  Retail/Commercial/Industrial # of EDUs: \_\_\_\_\_

**Final Map Name:** \_\_\_\_\_ **Final Map #:** \_\_\_\_\_

When approved by the City of Henderson, an approval of this acknowledgement or assignment and acknowledgement provides a water commitment for the project identified in the attached information sheet for the specified amount of water, or for the assignment of a specified amount of water, in accordance with the Henderson Municipal Code, which are made a part of this acknowledgement by reference. Water commitment or the approval of the assignment of water commitment is subject to the completion of the following: 1) receipt by the City of an executed assignment from a master plan and/or T-District water commitment holder, if applicable; 2) approval of applicable offsite improvement plans by Public Works and payment of applicable bonds and fees; 3) recordation of the final map, if applicable; 4) approval of application for new service connections; 5) payment of all applicable connection fees; 6) issuance of building permit; 7) installation of meter; 8) completion of construction/development; 9) all required offsite improvements and water facilities are completed and accepted by the City; and 10) issuance of a certificate of occupancy. The water commitment or assignment of water commitment will become final upon receipt of a certificate of occupancy. In the event any of the foregoing requirements are not completed, the scope of work described in the primary building permit application is modified or the use of the property changes and modifications to the water facilities are required, the Owner/Developer will be required to amend the application.

The City agrees that upon fulfillment by the Owner/Developer of all the requirements of this Acknowledgement and Henderson Municipal Code, including obtaining a certificate of occupancy, to supply water to the development in accordance with Henderson Municipal Code as the same is established and amended. A water commitment does not guarantee or represent in any way that necessary development approvals will be granted or that building or grading permits will be issued by the City for any use included in the Project, nor does it excuse the Project from compliance with any City rules or regulations governing the development of land or the provision of or payment for water facilities serving the Project.

Developer or User shall pay to the City for the beneficial municipal use of potable water provided by the City hereunder, monthly charges for water used in accordance with the then current schedule of charges for water service. The schedule of charges provided for in this paragraph shall remain in full force and effect until the City deems it necessary to raise or lower the charges for water service. The City may establish reasonable classifications of users for various purposes, including, but not limited to, rate making. Nothing herein shall be deemed to require a continuance of user classifications or charges. In addition to any other rate or charge herein provided, and unless

herein specifically provided otherwise, Developer shall pay or cause to be paid all applicable system development charges, participation charges, and such other rates, tolls, charges or combinations thereof as the City may, from time to time, impose in the exercise of its lawful authority. Unless expressly waived or adjusted herein, Developer shall be bound by, and all water service provided hereunder shall be subject to, all applicable provisions of the Henderson Municipal Code, and of any other rules, policies or regulations of the City now in effect or as may be hereafter adopted.

The party/parties applying for a water commitment recognize that the water supply for the City is dependent upon sources from which the supply is variable in quantity or quality and beyond the reasonable control of the City. No liability shall attach to the City hereunder on account of any failure to accurately anticipate availability of water supply or because of an actual failure of water supply due to inadequate runoff, poor quality or occurrences beyond the reasonable control of the City. The City agrees to treat its water to meet all mandatory local, state, and federal potable water standards and to exercise reasonable care and foresight in furnishing water to Developer. So far as reasonably possible, City agrees to construct and devote the facilities necessary to provide an adequate quantity of water to the Project. The judgment of City in providing a margin of error shall not be questioned unless clearly unreasonable. City makes no promise or guarantee of pressure, quantity, or quality of water supply except as specifically provided herein.

It is agreed that the City shall not be held accountable or liable, nor shall it be held or considered as a breach of its obligation hereunder for failure on its part to supply water to Developer growing out of any breakage, unavoidable accident or injury of any kind occurring to the water works system, filtration plant, water mains or any part thereof, or on account of any suit or proceeding, in law or equity, judgment or decree in any court of record, restraining or interfering with the City in carrying out its obligation, nor shall it be held liable or accountable under this Application for any failure to supply water growing out of a lack of fuel or power to operate its pumping works occasioned by any accident beyond its control, act of God, the act of the elements, strikes, riots or the public enemy, but the City expressly covenants and agrees to use due diligence and care to perform its application upon its part and use all due diligence to repair or replace any and all breakages.

In the event it shall become necessary to ration or otherwise curtail water service to Developer or any other water customers of the City, for any reason, said rationing or curtailment shall be applied to the Developer's Project on the same terms and conditions as presently exists with other customers. The parties agree that the City may be required to curtail water service to Developer in order to comply with a water conservation plan or a shortage sharing agreement promulgated by the Southern Nevada Water Authority. Developer also understands that the development of the Project and the usage of water are also subject to reasonable and necessary exercises of the police power or other governmental powers by the City, the Southern Nevada Water Authority, the Bureau of Reclamation, or other state or federal agencies, in order to protect the public health, safety and welfare.

The City and applicant(s) recognize that the City has the right to enforce its rules, policies, regulations, ordinances, and the terms of Henderson Municipal Code by seeking an injunction to compel turning off or disconnection of the supply of water provided hereunder. In the event that Developer or any user on the subject property violates the rules, policies, regulations or ordinances of the City applicable to water commitments as set forth in this acknowledgement, Henderson Municipal Code or any other applicable water provisions, the City may, without seeking an injunction and after three (3) days notice to correct the violation, terminate the delivery of water hereunder to the violator until such conditions have been honored by the violator. The City shall be free from any liability arising out of the exercise of its rights under this paragraph.

The Owner/Developer understands that approval of this acknowledgement does not create "water rights", but only rights to water service as a potential customer as long as the completion requirements set forth above are met. Approval of a water commitment does not create a property interest in such water service and Owner/Developer is not deemed a water customer until all requirements of Henderson Municipal Code and this acknowledgement, including completion of the development and issuance of a certificate of occupancy, are met.

The approval of a water commitment shall terminate and the conditional commitment shall be void if 1) the final map becomes inactive under the terms of NRS or HMC or is amended or modified; 2) the primary building permit(s) are not issued for the structures/buildings identified herein within 90 calendar days of making application for said permits; and/or 3) the primary building permits are cancelled or expire.

I certify that the information contained in this acknowledgement, the water commitment information forms and the application for new utility service is true and accurate to the best of my knowledge:

**Note: The references in the first paragraph to assignments and assigned water refer only to properties located in a master plan. If this is applicable, attach assignment from master planner/water commitment holder.**

**Water Assigned By:** \_\_\_\_\_

Signature of Owner(s) or Authorized Agent with Power of Attorney (copy attached):

Signed By: \_\_\_\_\_ Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_

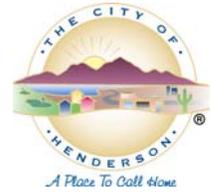
Phone Number: \_\_\_\_\_

**CITY OF HENDERSON APPROVAL:**

Approved by the Department of Utility Services: \_\_\_\_\_

# EDUs Assigned: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF HENDERSON**  
**Department of Utility Services**



**ASSIGNMENT OF WATER COMMITMENT**

*To be completed and signed by master planner/water commitment holder*

The undersigned, \_\_\_\_\_, as holder of a water commitment/water service contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ from the City of Henderson, does hereby assign \_\_\_\_\_ equivalent development units (“EDUs”) from said water allocation to:

Project Name: \_\_\_\_\_  
(Attach list of addresses and legal description)

Master Plan Name/Parcel # \_\_\_\_\_

Project Location/Address: \_\_\_\_\_

Lots/Blocks: \_\_\_\_\_

# of units/lots/sq ft \_\_\_\_\_

Owner/Developer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_

**MASTER PLANNER/WATER CONTRACT HOLDER SIGNATURE:**

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address/Phone #: \_\_\_\_\_

Master Plan Name: \_\_\_\_\_

**\*Note: Please submit assignment with assignment water commitment forms.  
This form is only for those properties located within a master plan.**



## **CITY OF HENDERSON Department of Utility Services**

### **FOR ASSIGNMENTS OF WATER COMMITMENT**

Properties located in the following areas must have the Assignment for Water Commitment form completed.

Anthem Country Club  
Champion / Victory Valley  
Eastern & Lake Mead  
Eastgate  
Galleria Mall  
Green Valley  
Green Valley Ranch  
Green Valley South  
Lake Mead & Gibson  
Seven Hills (except Parcels I, L Units 1 & 2, U, W Unit 1, and Y)  
Southfork  
Sunset Station

(This is the last page of the Water Commitment packet.)