Meadow Gold

✓ original ila
File: vicki for

Mayor
Michael L. Montandon

Councilmen
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason

CITY OF
NORTH LAS VEGAS
Your Community of Choice

Acting City Manager
Gregory E. Rose

Assistant City Manager
Dan Tarwater

City Clerk's Office

2200 Civic Center Drive • North Las Vegas, Nevada 89030-6307
Telephone: (702) 633-1030 • Fax: (702) 649-3846
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August 20, 2003

Mr. Calvin D. Starman, P.E.
Clark County Sanitation District
5857 E. Flamingo Road
Las Vegas, NV 89122-5598

SUBJECT: INTERLOCAL AGREEMENT FOR SEWER SERVICE TO MEADOW GOLD DAIRY - APN 123-22-801-019 (C5441)

Dear Mr. Starman:

At the August 6, 2003 meeting, the North Las Vegas City Council approved an Interlocal Agreement with Clark County Water Reclamation District for sewer service to Meadow Gold Dairy, 6350 E. Centennial Parkway. A fully executed agreement is enclosed, and we have retained one original for our file.

Should you have any questions about this matter, please refer them to Mr. James A. Bell, Director of Public Works, at 633-1919.

Sincerely,

E. Sevigny

Eileen M. Sevigny, CMC
City Clerk

aa

Enc.

cc: James A. Bell, Director of Public Works

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 27th day of May, 2003 by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF NORTH LAS VEGAS ("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 DISTRICT provides sewage treatment at its own facilities; and

WHEREAS, CITY sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by Southern Foods Group LP care of Strasburger & Price (approximately 19.7 total acres -- vacant land; within parcel APN 123-22-801-019) which is within the corporate limits of the CITY and beyond the boundaries of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby DISTRICT 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. DISTRICT, at its established rates and in accordance with all DISTRICT resolutions and policies, shall allow connection to DISTRICT sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within the City of North Las Vegas.

2. Upon adoption of this CONTRACT, CITY 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 DISTRICT. DISTRICT 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 CITY and obtain a CITY SDA for issuance of a City of North Las Vegas building permit(s).

3. This agreement shall be for a term of fifty (50) years or when CITY 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 _____
PETER M. ARCHULETA, General Manager

CITY OF NORTH LAS VEGAS

By _____
MICHAEL L. MONTANDON, Mayor

ATTEST:

By _____
EILEEN SEVIGNY, City Clerk

APPROVED AS TO FORM:

By _____ for
SEAN MCCOWAN, City Attorney

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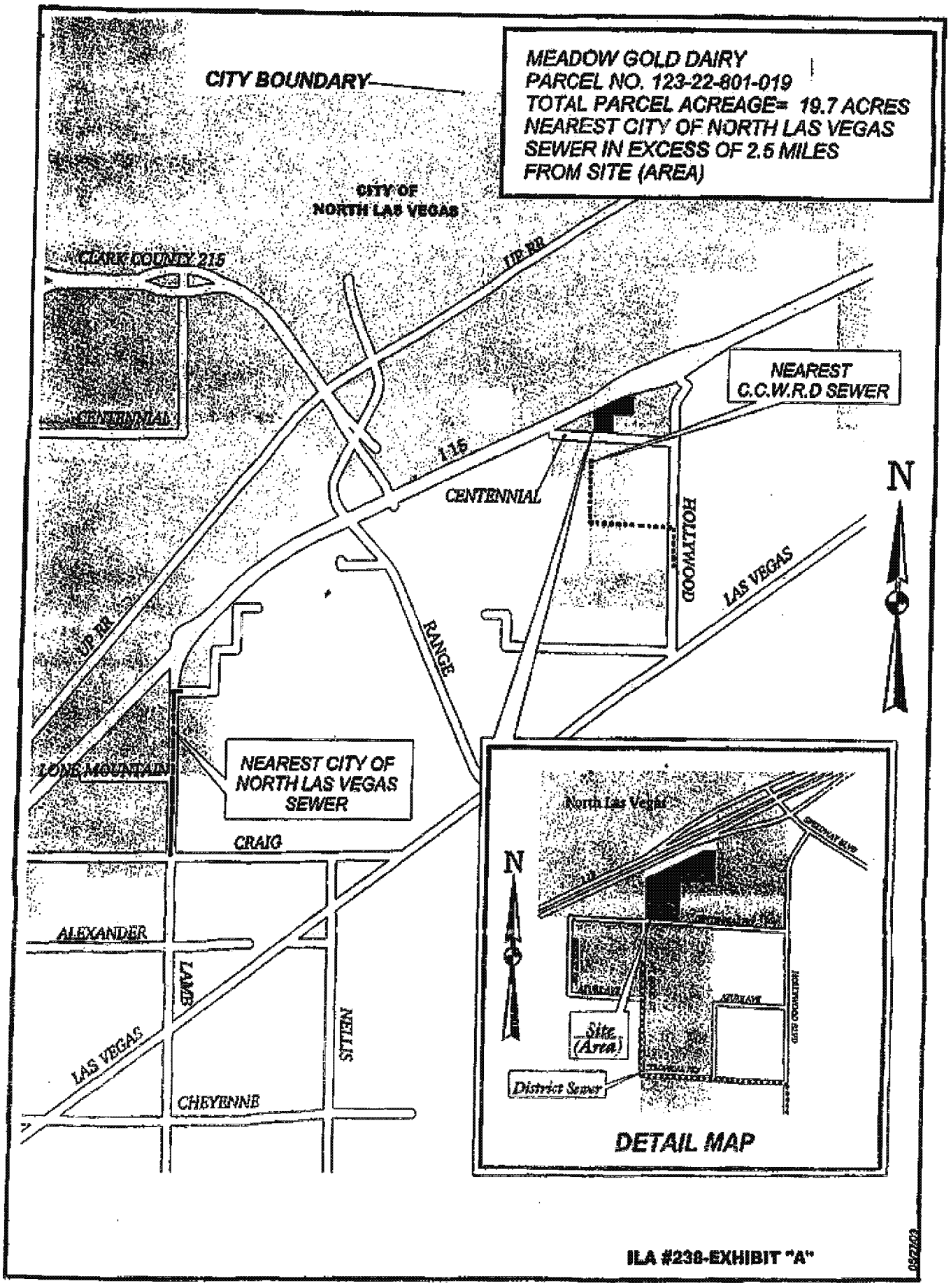

ILA #238-EXHIBIT "A"