

NOTICE AND CALL OF SPECIAL MEETING

Board of Trustees
Larry Brown, Chair
Chris Giunchigliani, Vice Chair
Susan Brager
Tom Collins
Mary Beth Scow
Steve Sisolak
Lawrence Weekly

**KYLE CANYON WATER DISTRICT
BOARD OF TRUSTEES**

9:00 A.M. – NOVEMBER 5, 2013

Commission Chambers
Clark County Government Center
500 South Grand Central Parkway, Las Vegas, Nevada
(702) 258-3100

The Clark County Commission Chambers are accessible to individuals with disabilities. With 24-hour advance request, a sign language interpreter may be made available; phone 870-2011, TDD 385-7486, or Relay Nevada toll-free (800) 326-6868 TT/TDD. Assistive listening devices are available upon request at the Clerk's table.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED IN THE FOLLOWING LOCATIONS:

Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

Las Vegas Valley Water District
1001 S. Valley View Boulevard
Las Vegas, Nevada

Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada

Grant Sawyer State Office Building
555 E. Washington Avenue
Las Vegas, Nevada

Mt. Charleston Library
75 Ski Chalet Place
Mt. Charleston, Nevada

Echo Canyon Information Board
Mt. Charleston, Nevada

Mt. Charleston Lodge
5375 Kyle Canyon Road
Mt. Charleston, Nevada

All items listed on this agenda are for action by the Board of Trustees, unless otherwise indicated. Items may be taken out of order. The Board of Trustees may combine two or more agenda items for consideration, and/or may remove an item from the agenda or delay discussions relating to an item on the agenda at any time.

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Trustees will hear general comments from the public on items listed on this agenda. If you wish to speak to the Board about items within its jurisdiction but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Please limit your comments to three minutes or less.

ITEM NO.

1. *For Possible Action:* Approve agenda and the minutes of the special meeting of April 2, 2013.
2. *For Possible Action:* Approve Construction Agreement No. 114698 between the Mt. Charleston Cabins Association and the Kyle Canyon Water District for the installation of water facilities for the Kyle Canyon Water Extension project.

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Trustees will hear general comments from the public on matters under the jurisdiction of the Kyle Canyon Water District. Please limit your comments to three minutes or less.

**KYLE CANYON WATER DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING
APRIL 2, 2013
MINUTES**

CALL TO ORDER 9:06 a.m., Commission Chambers, Clark County Government Center
500 S. Grand Central Parkway, Las Vegas, Nevada

TRUSTEES PRESENT Larry Brown, Chair
Chris Giunchigliani, Vice Chair
Susan Brager
Tom Collins
Mary Beth Scow
Steve Sisolak
Lawrence Weekly

TRUSTEES ABSENT

STAFF PRESENT Pat Mulroy, John Entsminger, Phil Speight, Ron Zegers, Greg Walch

OTHERS PRESENT

Unless otherwise indicated, all members present voted in the affirmative.

COMMENTS BY THE GENERAL PUBLIC

None

1. Approve Agenda and Minutes

FINAL ACTION: A motion was made by Trustee Brager that the agenda for this meeting and the minutes of the special meeting of January 3, 2012, be approved. The motion was approved.

2. Approve and authorize the General Manager, or designee, to execute a Contract for Sale from Kyle Canyon Water District to the U.S. Bank National as Trustee for Adjustable Rate Mortgage Trust 2005-2, Adjustable Rate Mortgage-Backed Pass-Through Certificates, Series 2005-2, to complete the proposed lot line adjustment, and authorize the General Manager or her designee to execute the documents necessary to effectuate the transfer.

FINAL ACTION: A motion was made by Trustee Scow to follow staff's recommendation. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

None

Adjournment

There being no further business to come before the Board, the meeting adjourned at 9:09 a.m.

APPROVED:

Lawrence L. Brown III, Chairman

Patricia Mulroy, Secretary

**Copies of all original agenda items and minutes, including all attachments, are on file in the
General Manager's office at the Las Vegas Valley Water District,
1001 S. Valley View Boulevard, Las Vegas, Nevada.**

**KYLE CANYON WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
November 5, 2013**

Subject: Agreement	Director's Backup
Petitioner: Philip D. Speight, Deputy General Manager, Administration	
Recommendations: That the Board of Trustees approve Construction Agreement No.114698 between the Mt. Charleston Cabins Association and the Kyle Canyon Water District for the installation of water facilities for the Kyle Canyon Water Extension project.	

Fiscal Impact:

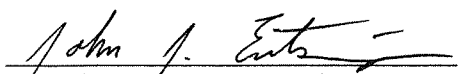
None by approval of the above recommendation; the Developer is constructing the facilities and appurtenances at its sole cost and expense.

Background:

The Mt. Charleston Cabins Association (Developer) has submitted plans to the Kyle Canyon Water District for the installation of one public fire hydrant at the project known as Kyle Canyon Water Extension. This project is located on the north side of Kyle Canyon Road, east of Knotty Pine Way, as generally shown on Attachment A. The attached Construction Agreement provides the terms and conditions for the installation of the water facilities at the Developer's sole expense.

This agreement is being entered into pursuant to NRS 318.144. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:

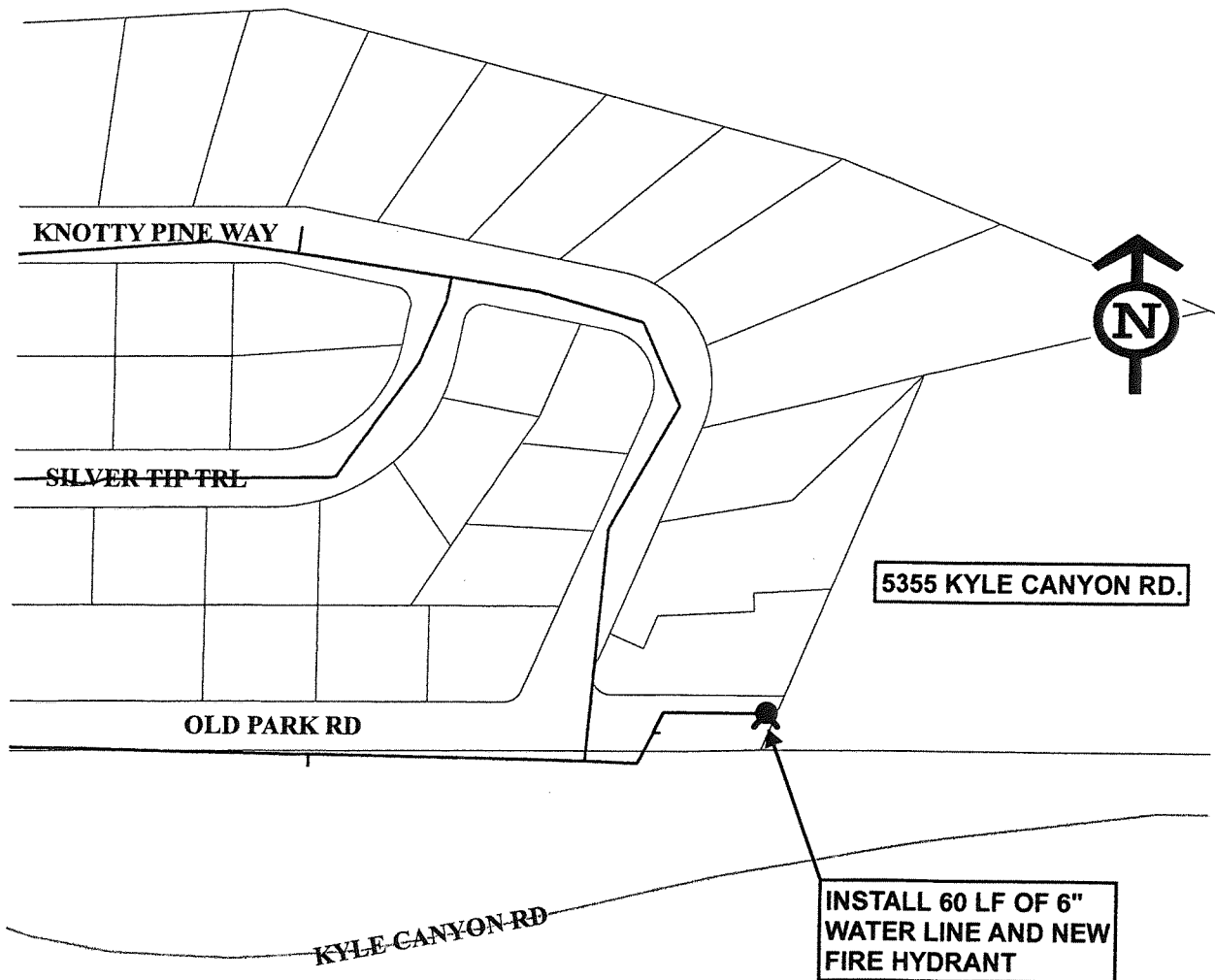
FOR 
 Patricia Mulroy, General Manager
 PM:JJE:PDS:DHW:RCS:RDB:dmr
 Attachments

AGENDA ITEM #	2
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BOARD OF TRUSTEES
AGENDA ITEM
November 5, 2013

KYLE CANYON WATER EXTENSION

PROJECT No. 121969



Must be Executed by Developer and
Returned to the District on or Before:
09/09/2014

Agreement No. KC 114698

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into by and between the Kyle Canyon Water District, whose address is 1001 S. Valley View Boulevard, Las Vegas, NV 89153, herein called "District", Party of the First Part, and **Mt. Charleston Cabins Association**, whose address is 5355 Kyle Canyon Road, Mt. Charleston, NV 89124-9234, hereinafter called "Developer", Party of the Second Part, WITNESSETH:

RECITALS

WHEREAS, District is engaged in the business of distributing water in and around Kyle Canyon, Clark County, Nevada; and

WHEREAS, Developer is the owner of property generally located on Kyle Canyon Road, east of Knotty Pine Way in Kyle Canyon, and further referenced as Clark County Assessor's Parcel Number(s) 129-36-101-009; and

WHEREAS, Developer is engaged in the development of the above-described real property and is desirous of installing water facilities to said property; and

WHEREAS, District is willing to permit the installation of water facilities with the understanding that there is no commitment for future water service granted under this Agreement; and

WHEREAS, Developer is willing to construct at its sole cost and expense the water facility(s) and appurtenances.

Now, this Agreement WITNESSETH:

ARTICLE I

DEVELOPER AGREES:

1. At Developer's sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the water main(s), fire hydrants and laterals, service connections, backflow prevention assemblies, and appurtenances, from the main to the point where the water being delivered leaves the piping owned by the District hereinafter called "water facilities", shown on that certain plan or plans, entitled:

KYLE CANYON WATER EXTENSION Utility Plan

2. That said water facilities shall be constructed in the locations shown, and in accordance with the above-mentioned plan or plans, as approved by the District, and in conformance with District specifications.

3. That all work shall be subject to inspection by an authorized representative of the District and the District shall be notified sufficiently in advance of any work to be undertaken, in order that necessary inspection can be arranged.

4. To comply with the Kyle Canyon Service Rules and Regulations that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the water facilities identified in Article I, paragraph 1 above.

5. At Developer's sole cost and expense, to perform all survey work necessary to ensure installation of the water facilities to the location and grades called for in the plans.

6. At Developer's sole cost and expense, to disinfect and pressure test all water facilities to the satisfaction of the District and the health authorities having jurisdiction.

7. That connections to existing mains shall be made only in the presence of an authorized representative of the District and at the times specified by the District.

8. That all water facilities shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event any water facilities are located within those areas either inadvertently or otherwise, the Developer shall cause such water facilities to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with District's requirements, or shall reimburse the District for the cost of relocating said water facilities. If extraordinary conditions exist that would prevent compliance with this requirement, Developer may submit to the District a written request for a waiver of this requirement pursuant to the District's Service Rules.

9. To furnish to the District easements, in a form satisfactory to the District, where water facilities are approved to be installed in other than dedicated streets or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by District can be placed upon it, that District will have the right to operate, maintain, repair, replace, and/or change the size and/or number of water facilities; and that proper access to all parts of the easement by District forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the District to make and/or maintain said easements accessible to the District. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by District, and are in compliance with state laws and regulations.

10. Should any defective material or workmanship affecting the water facilities installed by Developer be disclosed within one (1) year of the date of completion and acceptance of the water facilities by the District, Developer shall immediately cause the defect to be corrected, or shall reimburse District for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the water facilities, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship. Any corrective actions by Developer shall themselves be warranted for a one (1) year period. If the Developer fails to reimburse District for cost of repairs, subsequent projects will not be approved until all reimbursements are paid.

11. That upon completion of construction of the work and acceptance of the work by the District, to furnish a Bill of Sale for the water facilities identified in Article I, paragraph 1 above, conveying to the District all rights, title, and interest in all the water facilities and to certify that the water facilities will be free of liens and other encumbrances.

12. That any of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the District and once connected to existing District facilities, may be used by the District to deliver water to real property other than that of the Property Owner.

13. To indemnify, defend and hold the District and the Las Vegas Valley Water District harmless from any and all claims, demands, liens, actions, damages, costs, expenses and attorneys' fees based upon or arising out of alleged acts or omissions of the Developer, or its officers, employees, agents, contractors, licensees or invitees during the construction and installation of the water facilities. As a material part of the consideration for this Agreement, the Developer hereby assume all risk of injury to persons and damage to property resulting from the construction of the water facilities from any source and to whomever belonging, except to the extent caused by willful or negligent acts of the District or the Las Vegas Valley Water District or its agents and hereby waives all claims in respect thereof against the District and the Las Vegas Valley Water District and agrees to defend and hold the District and the Las Vegas Valley Water District harmless from and against any such claims by others. The District and the Las Vegas Valley Water District shall not be liable or responsible for the loss of or damage to any of the Developer's property, or that of its employees, customers or invitees, resulting from burglary, theft or vandalism; nor shall the District or the Las Vegas Valley Water District be liable for loss of or damage or

injury to persons or property occurring during the construction of the water facilities for any cause, or under any circumstances, except to the extent caused by or resulting from the willful or negligent acts of the District or the Las Vegas Valley Water District or its agents.

14. That the Developer and their officers, employees, agents, contractors, licensees or invitees, at the Developer's sole cost and expense, shall at all times comply with all applicable laws, ordinances, statutes, rules or regulations in effect or that become in effect during the time work is performed under this Agreement, including but not limited to those laws outlined by the Endangered Species Act of 1973, and The Clark County Desert Conservation Plan, August 1, 1995.

15. That in the event of abandonment or cessation of construction of the water facilities for one year, prepaid installation fees and other charges may be used by the District to pursue completion of all or part of the water facilities as provided in the District Service Rules.

16. That at such time as the District accepts and approves an application for water service to said real property, the Developer will be required to pay all applicable fees, charges and deposits in accordance with the Service Rules that are in effect at the time the application for water service is approved.

17. That the Developer or his successors and assigns will make a separate application for water service from the water facilities described in Article I, paragraph 1 above in accordance with the Kyle Canyon Service Rules and Regulations in effect at that time.

ARTICLE II

DISTRICT AGREES:

1. That upon completion of construction of the water facilities, acceptance of same by the District, and fulfillment by the Developer of all requirements of this Agreement to operate and maintain the water facilities installed pursuant to this Agreement in accordance with the Kyle Canyon Service Rules and Regulations as the same are established and amended.

2. That construction water may be provided through metered fire hydrants in accordance with the Kyle Canyon Service Rules and Regulations; however, the time of use, place of use or quantity used may be limited.

ARTICLE III

IT IS MUTUALLY AGREED:

1. The above described property shall have no water commitment by virtue of the installation of the water facilities. Future use of said facilities requires that a water commitment be obtained from the District before the facilities can be utilized.

2. That this Agreement shall inure to the benefit of, and be binding upon, the respective parties hereto and their successors and assigns. Assignments must be completed on forms provided by the District, and a fully executed original must be provided to the District.

3. That the effective date of this Agreement is the date that the Agreement is formally executed by the District.

4. That this Agreement shall terminate if construction of the water facilities covered by the plan or plans identified in Article I, paragraph 1 of this Agreement is not started within one (1) year from the date of District approval of said plan or plans; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion within 2 years from the date of plan approval. Termination under this paragraph shall occur upon the District's written notice that Developer has not followed the conditions of this Agreement.

5. That all water facilities installed under this Agreement shall be and remain the exclusive property of the District, and shall become a part of the District's general water distribution system after acceptance by the District.

6. That if this Agreement terminates in accordance with Article III, paragraph 4 of this Agreement, right, title and interest of all or any portion of water facilities installed, as determined solely and exclusively by the District, shall become the exclusive property of the District for the District to use, modify, or to dispose of as the District deems appropriate.

7. That in the event a portion of the water facilities are constructed but this agreement terminates, the above described property shall have no water commitment by virtue of the installation of the water facilities. Requests for future use of said facilities, if retained in place, may require that a new water commitment be obtained before the facilities can be utilized.

8. That for the purpose of making refunds or any notifications that may be required by this Agreement, the Developer's address is as identified on page 1 of this Agreement, and it is the Developer's responsibility to notify the District in writing of a change in address.

9. That noncompliance or violation of the Kyle Canyon Service Rules and Regulations or any provision of this Agreement by Developer or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to revoke construction approval to Developer's project without challenge by Developer and without liability for any damages caused by said revocation.

10. That all parties are acquainted with the provisions of the applicable Kyle Canyon Service Rules and Regulations in force on the effective date of this Agreement.

11. That failure of the District to enforce any provision of this Agreement shall not constitute a waiver by the District, and the District may choose to enforce any breach of this Agreement at any time.

12. That this agreement may be recorded by the District as an "Official Record" in the office of the Recorder for Clark County, Nevada.

13. This Agreement is intended solely for the benefit of the District and Developer and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any promise by the District to refund connection charges to Developer is solely for the benefit of the Developer.

14. The laws of the State of Nevada shall govern as to the interpretation, validity and effect of this Agreement.

15. That each party hereto warrants to the other that it, and its signatory hereunder, is duly authorized and empowered to execute this Agreement and to bind said party to the terms of this Agreement.

16. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the Developer has executed this Agreement on the _____ day of _____, 201____.

DEVELOPER:
Mt. Charleston Cabins Association

Carlos Huerta, Secretary

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)


On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Stamp/Seal

APPROVED:



GREGORY J. WALCH, GENERAL COUNSEL

THIS AGREEMENT shall be in full force and effect as of the _____ day of _____, 201____, when it was duly signed by the proper officer of the Kyle Canyon Water District.

ATTEST:

KYLE CANYON WATER DISTRICT

PATRICIA MULROY, SECRETARY

LARRY BROWN, CHAIR