

**SR-010 – PUMPING STATION P-8A AND TRANSMISSION MAIN SPECIAL
REFUNDING AREA AGREEMENT BETWEEN THE CITY OF HENDERSON
DEPARTMENT OF UTILITY SERVICES AND THE CITY OF HENDERSON**

THIS AGREEMENT made and entered into this 6th day of May, 2008, by and between the CITY OF HENDERSON, a Nevada Municipal Corporation, hereinafter referred to as CITY, and the CITY OF HENDERSON DEPARTMENT OF UTILITY SERVICES, 240 WATER STREET, HENDERSON, NV, 89015, hereinafter referred to as OWNER (S).

WHEREAS, OWNER(S) in accordance with and pursuant to Henderson Municipal Code have constructed and/or installed PUMPING STATION P-8A AND TRANSMISSION MAIN, WHICH INCLUDES A MASONRY BLOCK BUILDING, A THREE PUMP PACKAGED BOOSTER PUMPING STATION, AND APPROXIMATELY 5,630 LINEAR FEET OF 30-INCH DIAMETER TRANSMISSION PIPELINE WITH RELATED EQUIPMENT AND APPURTENANCES, generally located in the southwest portion of the City of Henderson Section 23, Township 22S, Range 63E and in Section 26, Township 22S, Range 63E. These improvements serve the 2370 and higher pressure zones in the eastern portion of the City of Henderson.

WHEREAS, the CITY pursuant to said Henderson Municipal Code, has agreed to refund the cost of certain eligible portions of the construction of said facilities to the extent allowed and as provided in said Henderson Municipal Code; and

WHEREAS, OWNER(S) are willing to and does hereby dedicate said improvement(s) to the City of Henderson, Nevada; and

WHEREAS, OWNER(S) has complied with the provisions of Henderson Municipal Code and competitively bid the project and the CITY has determined that the actual audited cost of \$7,659,219.92 represents a reasonable value of the costs of construction;

In consideration of the foregoing dedication, it is hereby agreed as follows:

WITNESSETH:

The CITY shall refund to OWNER(S) the eligible costs of construction as follows:

1. Over a twenty (20) year period up to a maximum equivalent dwelling unit (EDU) of 6,535. Said EDU

amount shall be paid only from participation and refunding fees collected by the CITY from other third party developments participating in the SR-010 – Pumping Station P-8A and Transmission Main Special Refunding Area except for those developments that the CITY has prepaid to the OWNER(S). Under no circumstances shall the CITY be required to refund any amount except out of fees collected from other developers and participants in the Pumping Station P-8A and Transmission Main Special Refunding Area.

OWNER(S) acknowledges and agrees that if for any reason whatsoever the CITY is unable to collect said refunding fees from said developments, then upon the expiration of the twenty (20) year period, the refund set forth herein is extinguished.

2. The amount refundable shall be paid quarterly from fees collected by the CITY from properties participating in the Pumping Station P-8A and Transmission Main Special Refunding Area, subject of this Agreement and the exception set forth in paragraph 1 above, until the total amount refundable has been paid or for a period of twenty (20) years, whichever occurs first. The twenty (20) year period during which refunds are due shall commence on the date that the infrastructure covered by the Agreement is completed and accepted by the CITY, which is agreed to be October 31, 2006.
3. In the event any expense is incurred by the CITY due to defective materials or workmanship on any improvement installed by the OWNER(S) within a period of one (1) year after completion of such improvement, the amount of such expense shall be deducted from any refunds which may become due thereafter.
4. Benefit areas and improvement locations are described and delineated on the attached Exhibit A.
5. Table 1 identifies the various costs incurred by the OWNER(S). Table 2 identifies the cost per EDU. Only said costs not a part of any Local Improvement District, or any other refunding agreement presently in place with the CITY, are eligible for refunding. The OWNER(S) acknowledges that these tables represent the audited costs associated with this project.

6. Included with this agreement is *Evaluation Audit and Summary of Costs Eligible for Refunding by City of Henderson, Title 14, Section 16 (Ordinance 1440), SR-010 Pumping Station P-8A and Transmission Main – Phase I, Summary Copy – Final Audit Report* dated May 6, 2008, prepared by Gomez Consulting Group.

END OF TEXT

IN WITNESS WHEREOF, the CITY and OWNER(S) have executed or caused to be executed by their duly authorized representatives, this Agreement, in duplicate, the day and year first above written:

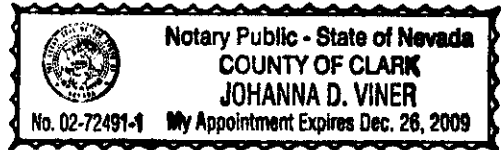
OWNER (S):

[Signature]
DENNIS B. PORTER, P.E.
DIRECTOR OF UTILITY SERVICES

State of Nevada
County of Clark >

On this 30th day June of, 2008, before me personally appeared DENNIS B. PORTER whose identity was proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed in this instrument, and acknowledged that he (she) executed the same.

[Signature] (SEAL)
Notary Public
My Commission Expires on December 26, 2009



CITY OF HENDERSON, NEVADA:

[Signature]
Mary Kay Pech, FAICP
City Manager

ATTEST:

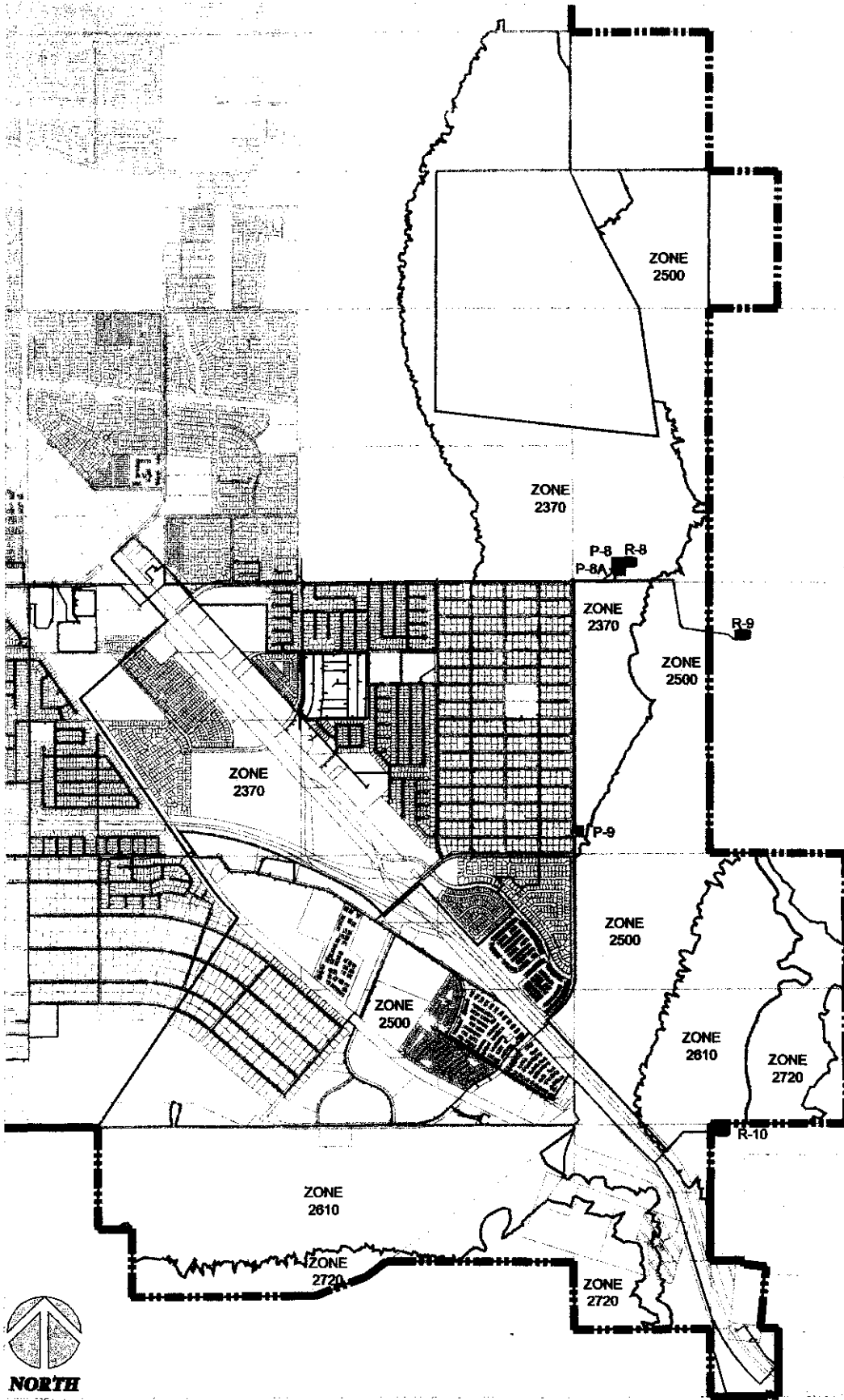
[Signature]
Monica Martinez Simmons, MMC
City Clerk

COUNCIL ACTION
MAY 6 2008

APPROVED AS TO FORM:

[Signature]
Shauna Hughes, Esq.
City Attorney

Exhibit A



LEGEND

- ▬▬▬ CITY BOUNDARY
- ▬▬▬ PRESSURE ZONES
- WATER FACILITY
- WATER RESERVOIR
- ⊙ WATER PUMP STATION
- EXISTING WATER PIPES
- REFUND AREA



Gomez

CONSULTING GROUP, INC.
 1168 CENTER POINT DRIVE
 HENDERSON, NEVADA 89074
 (702) 566-0440
 MUNICIPAL CONSULTANTS
 CIVIL ENGINEERS

PROJECT No.	
SCALE	NTS
DATE	1/31/08
DRAWN BY	JJJ

REFUNDING AREA
 2370, 2500, 2610 AND 2720
 PRESSURE ZONES

EXHIBIT A

Table 1**Audited Facility Costs
Pumping Station P-8A and Transmission Main Project**

TYPE OF COST	COST
QC & Inspection Costs	\$42,753.92
Construction Cost	\$6,634,011.03
Equipment Cost	\$284,261.37
Design Cost	\$644,485.70
Other Costs	\$53,707.90
TOTAL PROJECT COSTS	\$7,659,219.92

Table 2**Equivalent Dwelling Unit (EDU) Cost Share Summary
Pumping Station P-8A and Transmission Main Project**

P-8A PROJECTS	COST	COST SHARE PER EDU (2370 And Higher PZ's Additional Capacity 6,535 EDU's)
Pumping Station and Transmission Main	\$7,659,219.92	\$1,172.03
Total Cost Per EDU		\$1,172.03