

Approved
NP
Clerk
Carol
6-6-02

#47

INTERLOCAL CONTRACT

This Interlocal Contract is entered into by Douglas County ("county") and Indian Hills General Improvement district ("district").

RECITALS

The district is a general improvement district created pursuant to the General Improvement District Law.

The district has various powers including the provision of recreational facilities within the boundaries of the district.

The county is a political subdivision of the state created pursuant to Chapter 243 of the Nevada Revised Statutes.

The county has various powers including the provision of recreational facilities in the county through the imposition, collection and expenditure of the residential construction tax in accord with NRS 278.497 *et seq.*

The district and the county may contract with each other to perform any activity or undertaking which either entity is authorized by law to perform pursuant to the provisions of NRS 277.180.

The district and the county have determined that presidential neighborhoods built near the existing James Lee Park, which were subject to the county's residential construction tax benefit by the expenditure of that tax on facilities to improve that park.

The district and the county entered into an interlocal contract in 1999 to fund certain improvements to James Lee Park and want do so again.

[Signature]
DEPUTY

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In consideration of the recitals stated above and the mutual promises contained in this contract, the district and the county agree.

1. The district will prepare, at district expense, a site plan for the existing district-owned park known as James Lee Park which depicts both existing park improvements and all future park improvements to be made to the park. When prepared and approved by the district's board of trustees, the site plan described in this paragraph must be attached to this contract as exhibit "A."

2. The district will prepare, at district expense, a complete conceptual master plan for the existing district owned park known as James Lee Park which explains, in part, how and when all future park improvements to be made to James Lee Park are to be financed, installed and operated. All existing park improvements whether financed and installed by the district or financed by another entity and installed by the district must be denominated as Phase I improvements in the conceptual master plan. All future park improvements are to be denominated as Phase II or subsequent phases in the conceptual master plan. This conceptual master plan when prepared and approved by the district's board of trustees as provided in this contract, must be attached to this contract as exhibit "B."

3. The district will prepare, at district expense, complete plans and specifications for the construction and installation of all phase II future park improvements to be made to James Lee Park which are depicted in exhibits "A" and "B" to this contract. These plans and specifications as well as the conceptual master plan (exhibit "B") must be the subject of at least one noticed public hearing conducted by the district's board of trustees before the plans and specifications as well as the conceptual master plan are approved by the board of trustees. The district's board of

trustees may conduct more than one public hearing on the plans and specifications as well as the conceptual master plan before their approval. The district agrees to conduct the additional public hearings specified in this paragraph if the district's board of trustees finds the additional public hearings are needed to receive full public comment on the plans and specifications as well as the conceptual master plan. The district's board of trustees may amend the plans and specifications as well as the conceptual master plan for James Lee Park based on comments received during the public hearing or hearings conducted pursuant to this paragraph.

Once the public hearing process is complete and the district has made any amendments to the plans and specifications for the phase II development of James Lee Park, the district must submit the plans and specifications to the director of the county's parks and recreation department and the county's parks and recreation commission. The director and the commission must review and approve the plans and specifications for: (a) consistency with the provisions of this contract and (b) the determination that the planned facilities listed in paragraph 4 of this contract are the proper subject of reimbursement by the county to the district from the proceeds of the residential construction tax because the improvements qualify as "facilities" as defined in NRS 278.4983(8)(a).

4. As of the date this contract is signed and based on the future improvements depicted in exhibits "A" and "B," the district and the county agree that the following are "facilities" as defined in NRS 278.3983(8)(a).

A The construction of a skateboard facility containing a minimum of eight thousand (8,000) square feet of skateboard terrain. The facility is to be constructed using steel reinforced concrete with one-quarter inch (.25")

steal "in-beds" on the "grinding" areas. The skateboard facility must be constructed in accord with standards approved by the district and the county's insurance carrier. The facility must operate in accord with NRS 455B.200 to 455B.300, inclusive.

- B. The completion of pavement and parking facilities to accommodate sixty (60) automobiles. The parking facilities must conform to the Douglas County Development Code, all related design standards and satisfy all conditions of design review. The pavement for this facility must be AC type pavement.
- C. The construction on one (1) roller-blade hockey court with minimum dimensions of one hundred by fifty feet (100' x 50'). The court must be constructed using two inches (2") of type three (3) AC pavement over four inches (4") of type two (2) base.
- D. The construction of two (2) regulation tennis courts surrounded with ten-foot (10') high black chain link fence. The surface of the courts must be constructed with a minimum of two inches (2") of type three (3) AC pavement installed over four inches (4") of type two (2) base. The tennis courts must be sealed and color coded.
- E. The installation infrastructure to retro-fit the "nitrate well" located near James Lee Park making that well suitable to be used for landscape irrigation at James Lee Park. The district is responsible for securing all approvals from the state engineer required for this use of ground water.

The district is responsible for all costs associated with obtaining the approvals from the State Engineer.

The facilities described in subparagraphs A to E, inclusive are listed by the district and the county in the order of priority that they are to be funded through the district's expenditure of the funds received from the county pursuant to paragraph 11 of this contract. All of the future improvements listed in subparagraphs A to E, inclusive, have been identified on exhibits "A" and "B" to this contract. The district and the county may amend the list of future improvements listed in subparagraphs A to E, inclusive, as a result of the review process required by paragraph 3 of this contract. Any amended list of future improvements must be mutually agreed to by the district and county, reduced to writing and approved by both parties to this contract in the same manner as this contract to be effective.

5. The district will prepare, at the district's expense, a cost estimate for operating James Lee Park. This cost estimate must include, but may not be limited to material, labor and utility costs, reasonably anticipated to be required to properly operate and maintain the future phase II improvements of James Lee Park. The district must present this operation cost estimate to the public at the same time and in the same manner as the park's plan and specification hearing process provided in paragraph 3 of this contract. Public comment received concerning the operational cost estimate required by this paragraph may be used as a basis to amend the plans and specifications for the development of James Lee Park as provided in paragraph 3 of this contract.

6. The district is responsible for development costs of plans and specifications for publicly bidding all phase II improvements planned for James Lee Park. The improvements

listed in subparagraphs A to E, inclusive, of paragraph 4 of this contract must be identified separately in the plans and specifications so that bidders bid the costs of these improvements as separate items on the bid forms.

7. The district is responsible for the cost and administration of the bid process, bid award, preparation and execution of construction contracts, management of the construction contracts, management of the construction process and inspection of the construction work to the extent that county inspection for purpose of determining compliance with county codes is not sufficient to determine compliance with the construction contracts. The district is responsible for obtaining all permits and approval for the improvements to develop James Lee Park and paying the costs and fees associated with the permits and approvals.

8. The district agrees that all improvements defined as "facilities" by the parties to this contract, listed in subparagraphs A to E, inclusive, of paragraph 4 will be constructed to county standards with Department of Parks and Recreation approved plans and specifications as well as all in compliance with applicable federal, state and county laws or codes. The district agrees to meet all conditions placed on the construction of James Lee Park improvements by other county departments during the county's permitting and approval process for the park.

9. The district agrees to own, operate and maintain James Lee Park, including the improvements listed in subparagraphs A to E, inclusive, of paragraph 4 in this contract at district expense and seek no reimbursement from the county for the operation and maintenance of these public recreation facilities.

10. The district agrees to prepare and implement an operation and use policy for James Lee Park which among other matters specifies fees and charges for the various users of these

park facilities. The district's schedule of fees and charges must not differentiate between users residing in the district and users residing elsewhere in the county. The park operation and use policy will be completed by the district before the first reimbursement payment is made by the county pursuant to the terms of paragraphs 11 and 13 of this contract. The park operation and use policy must be implemented with the opening of phase II of James Lee Park for use by the public.

11. The county agrees to reimburse the district up to five hundred fifty thousand dollars (\$550,000.00) for the actual construction cost of the improvements defined as "facilities" which are listed in subparagraphs A to E, inclusive, of paragraph 4 in this contract. No other cost associated with this project shall be reimbursed. All reimbursement will be made from available residential construction tax revenue collected within residential construction tax district number two (North Valley).

12. In the event the reimbursement amount provided in paragraph 11 of this contract is insufficient to pay the actual construction costs of the improvements defined as "facilities" in subparagraphs A to E, inclusive, of paragraph 4 in this contract, the district agrees to complete the improvements in the order listed in this contract until the reimbursement funds are depleted. The district will seek funding for the amount of the funding insufficiency from revenue sources other than from the county and, more specifically, other than from the county's residential construction tax funds. In the event the reimbursement amount provided in paragraph 11 of this contract exceeds the amount necessary to pay the actual construction costs of the improvements defined as "facilities" in subparagraphs A to E, inclusive, of paragraph 4 of this contract, the district and the county agree that the amount of reimbursement payable is the actual construction

costs for these facilities rather than the amount specified in paragraph 11 of this contract.

13. The county will pay the reimbursement in two payments: (a) the first payment equal to four hundred twelve thousand five hundred dollars (\$412,500.00) is due within thirty (30) days after the district has awarded the bid for the construction of phase II of James Lee Park; (b) the second payment of the remainder is due within thirty (30) days of completion of all the specified improvements listed in subparagraphs A to E, inclusive, of paragraph 4 in this contract, as verified by the county.

14. This contract remains in effect until the construction of phase II of James Lee Park is complete or until the county has reimbursed the appropriate amount specified in paragraphs 11, 12, and 13 of this contract whichever date is earlier. The requirement for a non-discriminatory schedule of user fees and charges required by paragraph 10 in this contract survives the termination of this contract and remains in effect for ten (10) years from the effective date of this contract unless this contract is terminated under the circumstance specified in paragraph 15 of this contract.

15. The first sentence of paragraph 14 in this contract notwithstanding, this contract will terminate on May 31, 2003 if the district has not prepared plans and specifications and made an award of a bid for construction of phase II of James Lee Park by that date.

16. County and district agree that if the improvements listed in subparagraphs A to E, inclusive, in paragraph 4 of this contract have not been completed by May 31, 2004, all county reimbursement payments which are not spent as of that date will be refunded to the county by June 30, 2004, this contract will be terminated and the district will seek funding necessary to complete the improvements from revenue sources other than from the county and, more

specifically, other than the county's residential construction tax funds.

17. The payments made by the county pursuant to this contract are made to create an expanded park with the construction of facilities 9as defined in NRS 278.4983(8)(a) designed to serve the public recreation and outdoor needs of natural persons, families and small groups. The payments are not a grant made by the county to the district.

18. This contract may only be amended by written agreement approved by affirmative Vote of the governing bodies of the county and the district.

19. If any disagreements arise between the county and the district concerning this contract which result in litigation in a court of competent jurisdiction, the county and the district Each agree to bear their own court costs and attorneys fees which may be incurred in that Litigation.

20. The contract is effective on its adoption by the governing bodies of both the county and the district.

ATTEST:

Barbara Reed

DOUGLAS COUNTY

Becky Cochran Lord
Deputy Clerk

By: *Conrad Munn*
Chairman
Board of County Commissioners

ATTEST:

Tom Kuse
Secretary

INDIAN HILLS GENERAL
IMPROVEMENT DISTRICT

By: *A. Hept*
Chairman
Board of Trustees

Approved as to form:

Robert J. Moore

Scott W. Doyle
District Attorney

Jeffrey K. Rahbeck

Jeffrey K. Rahbeck, Esq.
Attorney for Indian Hills General
Improvement District

COPY

EXHIBIT "A"

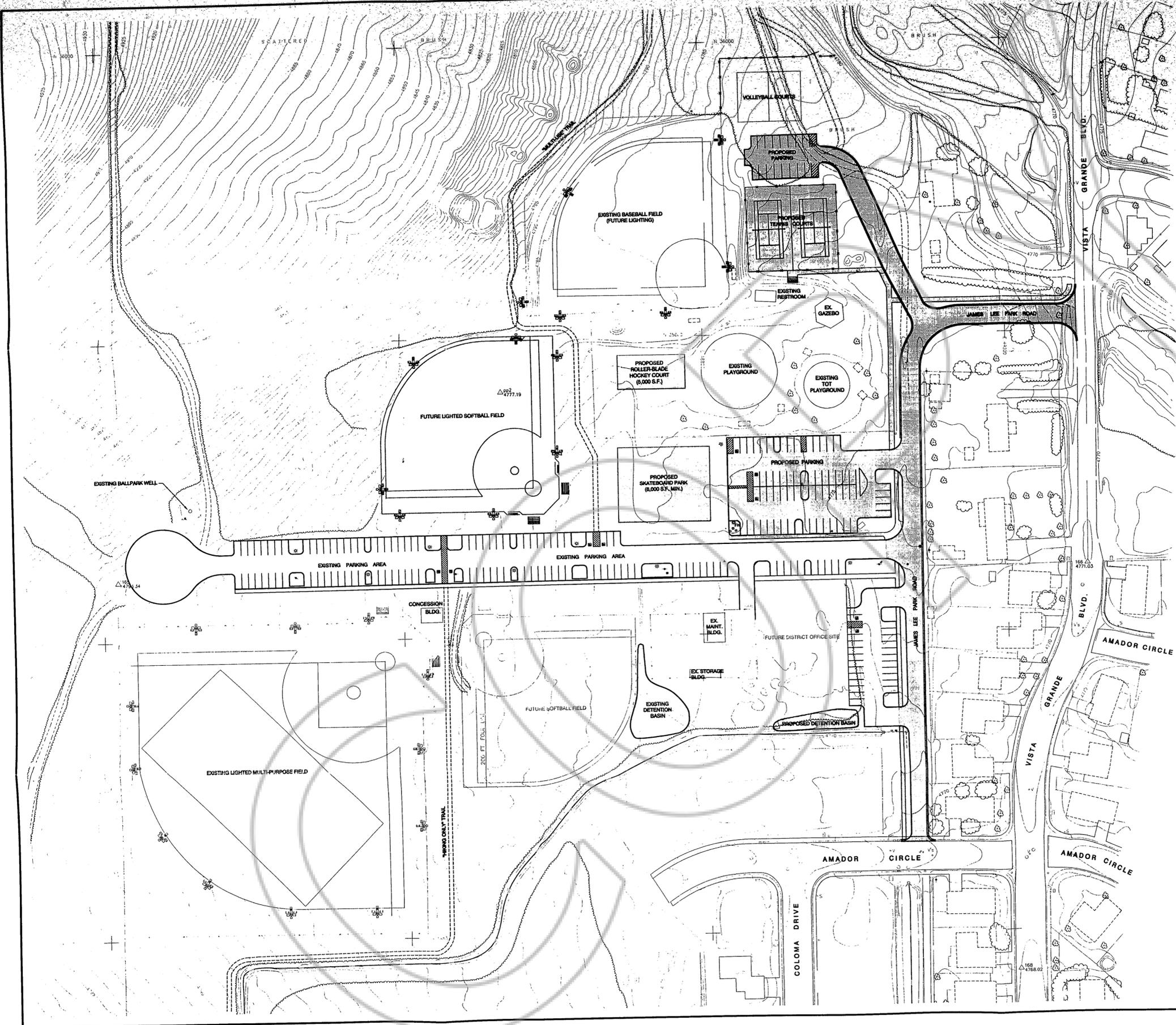
[to be supplied by the district.]

COPY

EXHIBIT "B"

[to be supplied by the district]

COPY



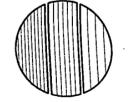
SCALE: 1" = 60'

EXHIBIT "A"
Indian Hills G.I.D.
James Lee Memorial Park
Site Improvements Master Plan

Legend:

- Existing Improvements
- Proposed Phase 2 Improvements
- Future RCT Fund Improvements
- Future IHGID Improvements
- Existing Trails

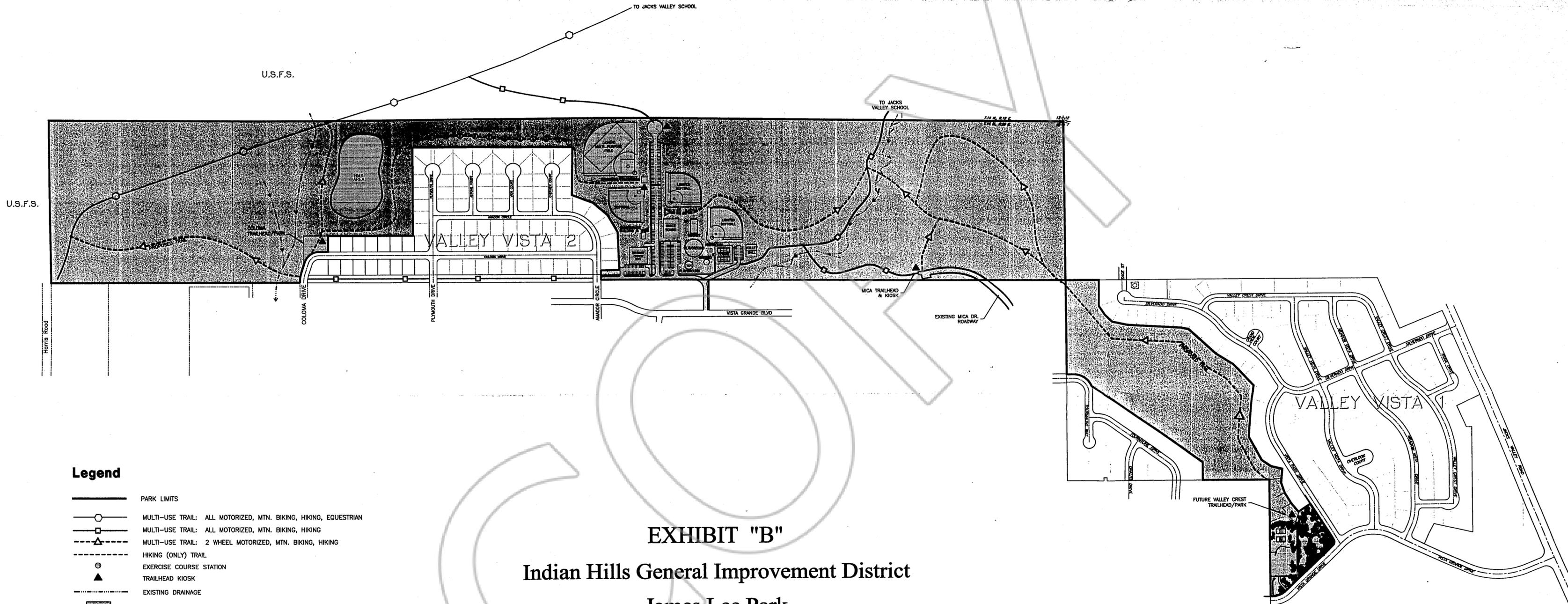
ENGINEERING • PLANNING • RESOURCE MANAGEMENT
RESOURCE CONCEPTS, INC.
 340 N. MINNESOTA ST. • CARSON CITY, NEVADA 89703-1482
 OFFICE: 702-883-1600 • FAX: 702-883-1606



DATE	REVISION

JAMES LEE PARK PHASE 2 EXPANSION
 INDIAN HILLS G.I.D.
 Douglas County, Nevada
 EXHIBIT "A"
 MASTER PLAN

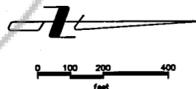
JOB NO. 02-034-12
DATE 5/17/02
DESIGNED: BAR
DRAWN: MLM
CHECKED: BAR
SHEET 1 OF 1



Legend

- PARK LIMITS
- MULTI-USE TRAIL: ALL MOTORIZED, MTN. BIKING, HIKING, EQUESTRIAN
- MULTI-USE TRAIL: ALL MOTORIZED, MTN. BIKING, HIKING
- - -△- - - MULTI-USE TRAIL: 2 WHEEL MOTORIZED, MTN. BIKING, HIKING
- - - HIKING (ONLY) TRAIL
- ⊙ EXERCISE COURSE STATION
- ▲ TRAILHEAD KIOSK
- - - EXISTING DRAINAGE
- ▨ EXISTING PARK IMPROVEMENTS
- ▩ PHASE 2 OR FUTURE IMPROVEMENTS
- ▧ JAMES LEE PARK SITE

EXHIBIT "B"
Indian Hills General Improvement District
James Lee Park
Conceptual Master Plan



May 15, 2002

0544406

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COPY

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2002 JUN 12 AM 11:48

LINDA SLATER
RECORDER

\$ 2 PAID KJ DEPUTY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: June 11, 2002
B. Repp Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carole Mullock Deputy

SEAL

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