



A G E N D A
LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – JUNE 5, 2018

COMMISSION CHAMBERS
CLARK COUNTY GOVERNMENT CENTER
500 S. GRAND CENTRAL PARKWAY, LAS VEGAS, NEVADA
(702) 258-3100

Board of Directors
Marilyn Kirkpatrick, President
Steve Sisolak, Vice President
Susan Brager
Larry Brown
Jim Gibson
Chris Giunchigliani
Lawrence Weekly

John J. Entsminger,
General Manager

Date Posted: May 29, 2018

The Las Vegas Valley Water District makes reasonable efforts to assist and accommodate persons with physical disabilities who desire to attend the meeting. For assistance, call the Agenda Coordinator (702) 258-3939 at least 24 hours prior to the meeting.

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

LAS VEGAS VALLEY WATER DISTRICT
1001 SOUTH VALLEY VIEW BOULEVARD
LAS VEGAS, NEVADA

CLARK COUNTY GOVERNMENT CENTER
500 SOUTH GRAND CENTRAL PARKWAY
LAS VEGAS, NEVADA

GRANT SAWYER STATE OFFICE BUILDING
555 EAST WASHINGTON AVENUE
LAS VEGAS, NEVADA

REGIONAL JUSTICE CENTER
200 LEWIS AVENUE
LAS VEGAS, NEVADA

All items listed on this agenda are for action by the Board of Directors, unless otherwise indicated. Items may be taken out of order. The Board of Directors 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.

Visit our website at <https://www.lvvd.com/lvvd-agendas> or main office at 1001 S. Valley View Boulevard, Las Vegas, Nevada for Las Vegas Valley Water District agenda postings, copies of supporting material and approved minutes. To receive meeting information, including supporting material, contact the LVVWD Agenda Coordinator at (702) 258-3939 or agendas@lvvd.com.

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors 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 with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the special meeting of April 23, 2018, the regular meeting of May 1, 2018, and the special meeting of May 21, 2018.

CONSENT AGENDA **Items 2 - 3 are routine and can be taken in one motion unless a Director requests that an item be taken separately.**

2. *For Possible Action:* Approve and authorize the General Manager to sign a funding agreement between the State of Nevada, Division of Environmental Protection and the District, doing business as the Springs Preserve, to accept a grant in an amount not to exceed \$9,160 to support the Springs Preserve's Special Event Recycling Project, including a matching contribution of \$2,840.
3. *For Possible Action:* Approve and authorize the General Manager to sign Change Order No. 4 to the contract with Benchmark Contracting, Inc., dba Cobblestone Construction, for interior customer service area tenant improvements, extending the final completion date by 82 calendar days.

BUSINESS AGENDA

4. *For Possible Action:* Award a contract for replacement of the Alta 3205 Zone Reservoir aeration system to J.A. Tiberti Construction Co., Inc., for the amount of \$1,137,000, authorize a change order contingency amount not to exceed \$110,000, and authorize the General Manager to sign the construction agreement.
5. *For Possible Action:* Authorize the write-off of both customer and miscellaneous accounts receivable in an amount not to exceed \$1,042,768.

AGENDA – LAS VEGAS VALLEY WATER DISTRICT – PAGE TWO – JUNE 5, 2018

6. *For Possible Action:* Conduct a public hearing and approve a cost-of-living adjustment based upon the March over March increase in the Consumer Price Index for employees represented by the Water Supervisors Association of Nevada, effective July 1, 2018.
7. *For Possible Action:* Conduct a public hearing and approve a cost-of-living adjustment based upon the March over March increase in the Consumer Price Index for employees represented by the Water Employees Association of Nevada, effective July 1, 2018.
8. *For Possible Action:* Conduct a public hearing and approve a cost-of-living adjustment based upon the March over March increase in the Consumer Price Index for employees represented by the Teamsters Local Union No. 14, effective July 1, 2018.
9. *For Possible Action:* Conduct a public hearing and approve a cost-of-living adjustment based upon the March over March increase in the Consumer Price Index for employees represented by the Las Vegas Valley Public Employees Association, effective July 1, 2018.

COMMENTS BY THE GENERAL PUBLIC

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

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
SPECIAL MEETING
APRIL 23, 2018
MINUTES**

CALL TO ORDER 1:03 p.m., Las Vegas Valley Water District,
1001 S. Valley View Blvd., Las Vegas, Nevada

DIRECTORS PRESENT Marilyn Kirkpatrick, President
Susan Brager
Larry Brown
Jim Gibson
Lawrence Weekly

DIRECTORS ABSENT Steve Sisolak, Chris Giunchigliani

STAFF PRESENT John Entsminger, Dave Johnson, Julie Wilcox, Greg Walch, Brian Thomas

OTHERS PRESENT None

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

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit www.lvwwd.com/apps/agenda/lvwwd/index.cfm

There were no persons wishing to speak.

ITEM NO.

1. Approval of Agenda

FINAL ACTION: A motion was made by Director Brager to approve the agenda for this meeting. The motion was approved.

2. Receive an overview and discuss the Fiscal Year 2018/2019 Tentative Budget

John Entsminger, General Manager, presented the District's Fiscal Year 2018-2019 tentative budget. A copy of his presentation is attached to these minutes. The Board asked some clarifying questions about the information presented.

Mr. Entsminger reminded the Board of the approved 10-Year Capital Program and its priority within this proposed budget, as well as ongoing improvements to the customer experience. He noted that LVVWD's service area is expanding with new developments and new housing in certain districts and while water use is slightly up, deliveries remain consistent with conservation goals. Mr. Entsminger stated that with the continued drought in the Colorado River Basin, it is projected that by January 1, 2020, we will be in our first secretarially declared shortage.

This fiscal year's initiatives include continuing with the backflow retrofit program, constructing new facilities, continuing to partner with WaterStart to spur technology innovation, and continuing the asset management program while promoting a strong conservation message.

President Kirkpatrick asked why the proposed budget for Facilities Connection Charge is relatively flat and if the District anticipates more connections with growth in the valley. Brian Thomas, Chief Financial Officer, stated that the District is anticipating a similar number of connections next year as it saw this year, so while there is continued growth, revenue is reflective of activity to-date.

Mr. Entsminger also noted that the Springs Preserve's year-to-date comparison on general admission, membership, donor level and special event revenues were up. He also touched on highlights from the past fiscal year including the opening of WaterWorks and the Teaching Garden, and the re-opening of the new playground. These, in addition to the awarding of funding for a new butterfly-themed playground and the launch of an all-inclusive membership level. Mr. Entsminger stated that the initiatives for this upcoming fiscal year include increasing revenue and admission levels, promoting the new Silver State Pass all-inclusive membership and identifying new corporate sponsors.

COMMENTS BY THE GENERAL PUBLIC

There were no persons wishing to speak.

Adjournment


There being no further business to come before the board, the meeting adjourned at 1:23 p.m.

APPROVED:

Marilyn K. Kirkpatrick, President

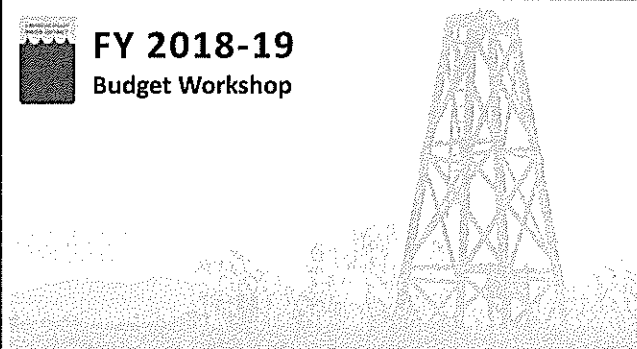
John J. Entsminger, General Manager

**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 South Valley View Boulevard, Las Vegas, Nevada.**




FY 2018-19

Budget Workshop



2017-18 Highlights

- LVVWD Capital Program remains a priority
- Investments in Innovation are yielding results
- Ongoing improvements to the customer experience
- Springs Preserve 10-Year Anniversary



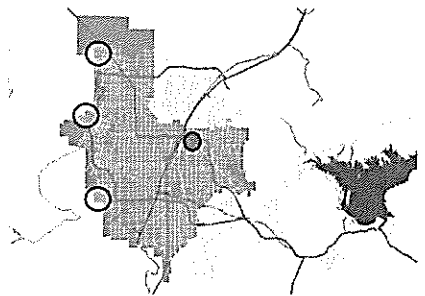
2017-18 Highlights

S&P increased the LVVWD's Bond Rating to AA+

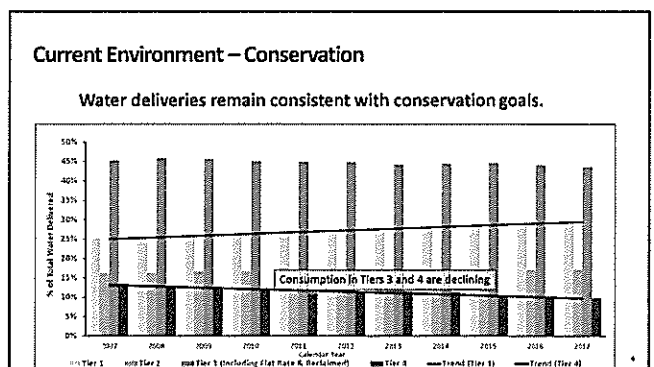
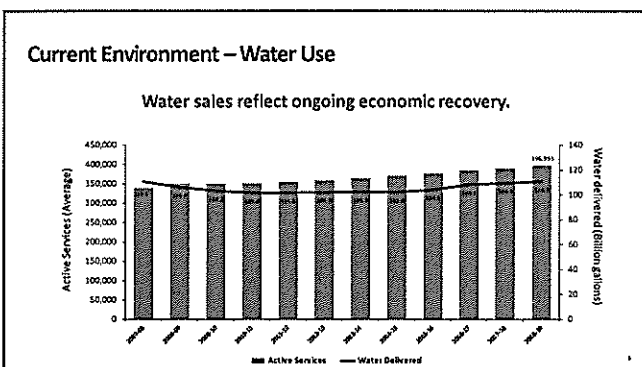
Reasons given for the increase:

- Strong financial management practices and policies
- Strong economy
- Strong liquidity position supported by a reserve policy

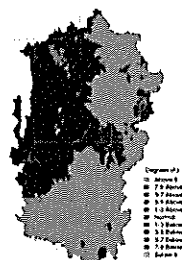
Current Environment – New Services



LVVWD's service area is expanding.



Current Environment – Drought



Drought in the Colorado River Basin continues; shortages are anticipated.

Current Elevation	Projected Elevation Jan. 1, 2019	Projected Elevation Jan. 1, 2020
1,088 ft.	1,077 ft.	1,072 ft.

Colorado River Basin Precipitation and Temperature (March)

2018-19 Initiatives

- Continue progress on backflow retrofit program
- Construct new facilities to benefit new and existing customers
- Continue to partner with WaterStart to spur technology innovation
- Continue enhanced Asset Management Program
- Maintain a strong conservation signal to customers

Capital Program Update

LVVWD CAPITAL PROGRAM

The LVVWD continues projects identified within its 10-year Capital Plan.

Notable Completed Projects:

- Luce and Campbell reservoir rehabilitations and upgrades
- SCADA System Upgrades

Ongoing Projects

- Pipeline replacements
- Pavement replacement
- Vaults and vault structures
- Backflow installations

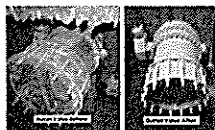
CAPITAL PROGRAM: Reservoir Rehabilitation



Reservoir Rehabilitation:
Cost: \$1.1 million

Luce Reservoir (Smoke Ranch and Buffalo)
Campbell Reservoir (E. Flamingo and Hwy 93)
Both completed

Rehabilitation of reservoir joints, column repainting,
Install cathodic protection on valves and outlet piping

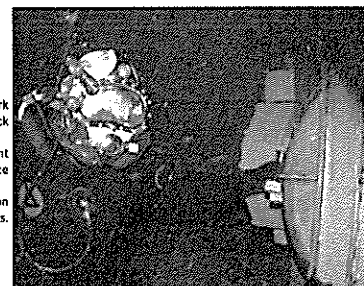


CAPITAL PROGRAM: Reservoir Rehabilitation

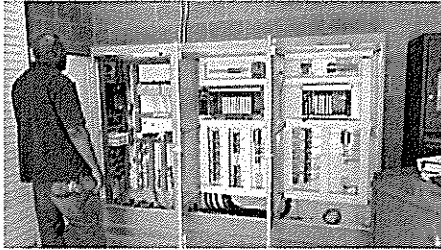
Stewart Reservoir Underwater Work
East Washington and Radwick

Reservoir inspection and valve replacement
while reservoir still in service

Approximately \$50,000 is spent annually on
underwater projects that require divers.



CAPITAL PROGRAM: SCADA System Upgrade



SCADA Upgrades
\$4 million (2017 expenses)
1990s field technology was replaced with modern Programmable Logic Controllers
SCADA system virtualized
Replaced 20 outdated servers with one efficient server

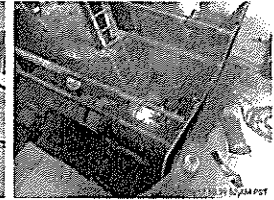
13

CAPITAL PROGRAM: Ongoing Pipeline Replacement

Contract No. C1459
E. Charleston Blvd & Cashman Dr.
\$2.3 million

Est Completion: Jun. 2018

Replacement of 3,600 feet of 24-inch pipeline originally installed in 1955



LVVWD has expended \$5.24 million in the past 12 months on pipeline replacements.

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CAPITAL PROGRAM: Ongoing Pipeline Replacement

Contract No. C1434
Vegas Dr. between Pyramid Dr. & Tonopah Dr.
\$2.8 million

Est Completion: Jun. 2018

Replacement of 4,410 feet of 12- and 16-inch pipeline originally installed in 1963.



CAPITAL PROGRAM: Ongoing Pipeline Replacement

Contract No. C1461
Estimated cost: \$6.7 million
Location: Lamb & E. Desert Inn Rd.
(Parkdale subdivision)

Replacement of approximately 27,400 feet of 50-plus year-old pipeline

Est Completion: late 2019



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CAPITAL PROGRAM: Ongoing Pavement Replacement



Before Pavement Replacement (patched)



After Pavement Replacement

Activities for main break or service lateral replacements throughout the service area

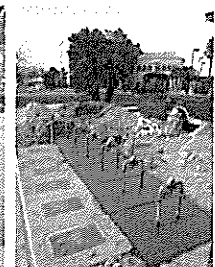
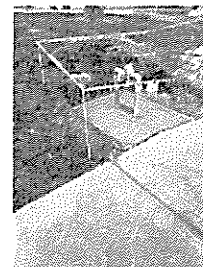
Cost: \$5.24 million over the past 12 months

16

CAPITAL PROGRAM: Ongoing Water Quality Improvements

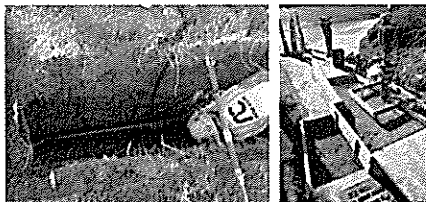
Contract No. C1467
\$2.1 million
Ongoing projects

Backflow installations
(600 in one year)



17

CAPITAL PROGRAM: Ongoing Vaults & Vault Structures Program



Contract No. C1435
\$1.4 million

Repair and replace 17 meter and vault structures throughout the LVVWD Service Area

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CAPITAL PROGRAM: Ongoing Vaults & Vault Structures Program



Location: F Street and Washington
Replaced the cracked vault deck; rehabilitated valves inside (completed)
Cost: \$14,000

29

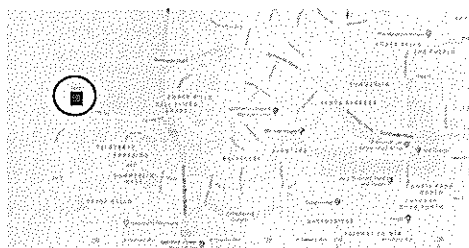
CAPITAL PROGRAM: Ongoing Vaults & Vault Structures Program



Vault Abandonment (completed)
350 E. Desert Inn between Las Vegas Boulevard and Paradise
Relocated a backflow preventer and meter
Cost: \$285,000

32

CAPITAL PROGRAM: 2018-19 New Projects



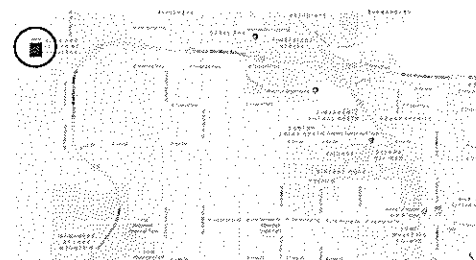
Contract No. C1472
Cost: \$11.4 million

New 10 MG reservoir
along Sky Vista Dr. in
west part of valley

Bids open May 2018

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CAPITAL PROGRAM: 2018-19 New Projects



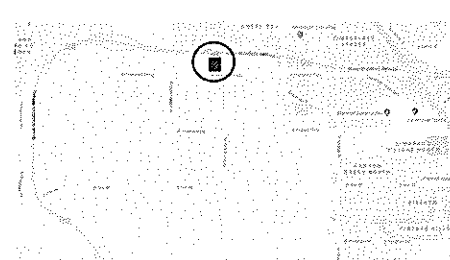
Contract No. C1453
New 5 million gallon
above-ground tank

**Location: Centennial
Pkwy, West of 215**

Developer-funded

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CAPITAL PROGRAM: 2018-19 New Projects



**Centennial Reservoir
Contract No. 1481**

New reservoir and
pumping station in
northwest.

Bid opening scheduled
for late 2018;
construction to begin in
2019.

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CAPITAL PROGRAM: 2018-19 New Pipeline Projects



NEW PIPELINE

Contract No. C1450

- Installation of 1,900 feet of 36-inch pipeline
- Egan Crest Dr. between Grand Teton & Skye Canyon Park Dr.
- Developer-funded

Contract No. C1451

- Installation of 1,200 feet of 36-inch pipeline
- Shaumber Rd. between Grand Teton & Eagle Canyon Ave.
- Developer-funded

Contract No. C1454

- Installation of 3,200 feet of 30-inch pipeline
- Shaumber Rd. to the 3090 Zone North Interim Tank Site
- \$850,000

28

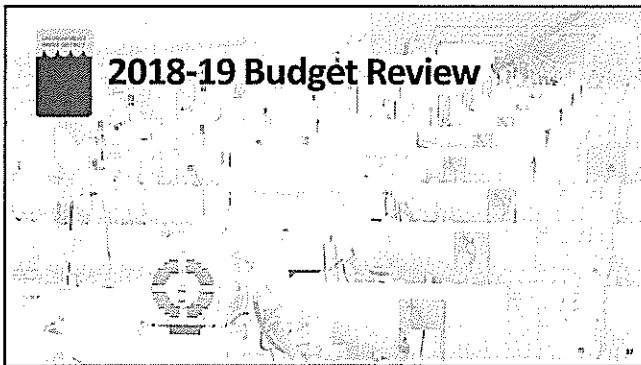
CAPITAL PROGRAM: 2018-19 Projects

The 2018-19 budget includes \$103 million for capital expenditures:

- Concrete pipeline replacements
- Service line replacements
- Increased backflow retrofits
- Rehabilitation of existing sites
- Pavement replacement
- New reservoirs
- New pumping station
- Well replacements and rehabilitation

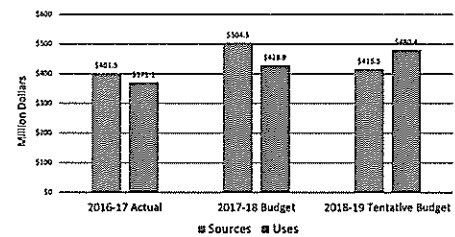
29

2018-19 Budget Review



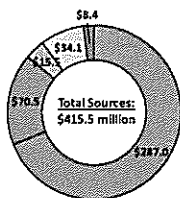
30

Sources and Uses Summary



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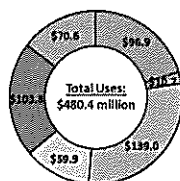
2018-19 Sources and Uses Summary



- Tiered Consumption
- Service Charge
- Facilities Connection Charge
- Other Sources
- Debt Issuance Proceeds

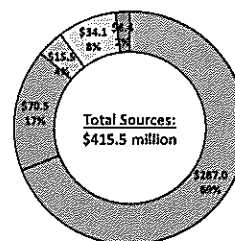
Amounts in million dollars. Totals are rounded.

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- Purchased Water
- Payroll & Related
- Capital Expenditures
- Energy
- Operating Expenses
- Debt Service

Sources of Funds



- Tiered Consumption
- Service Charge
- Facilities Connection Charge
- Other Sources
- Debt Issuance Proceeds

Amounts in million dollars. Totals are rounded.

33

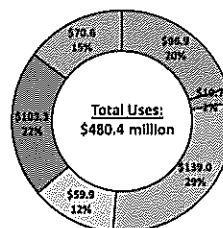
Sources of Funds

Sources	Actual 2016-17	Budget 2017-18	Proposed Budget 2018-19	Budget-to- Budget Variance
Tiered Consumption	\$ 263.3	\$ 267.4	\$ 287.0	\$ 19.6
Service Charge	63.8	67.0	70.5	3.4
Backflow Charge	9.1	10.6	11.7	1.0
Reclaimed Water	7.3	7.7	7.2	(0.5)
Other Water Bill Charges	6.4	5.3	6.8	1.4
Facilities Connection Charge	12.2	15.6	15.5	(0.2)
Application & Inspection Fees	2.1	3.0	2.2	(0.8)
Investment Income	1.3	2.7	3.3	0.7
Springs Preserve	2.8	3.0	3.0	0.0
Other Revenues	10.6	-	-	-
Subtotal	\$ 379.0	\$ 382.4	\$ 407.1	\$ 24.7
Debt Issuance Proceeds	22.5	122.1	8.5	(113.6)
LVVWD Sources	\$ 401.5	\$ 504.5	\$ 415.5	\$ (88.9)

Amounts in million dollars. Totals are rounded.

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Uses of Funds



- Purchased Water
- Energy
- Payroll & Related
- Operating Expenses
- Capital Expenditures
- Debt Service

Amounts in million dollars. Totals are rounded.

11

Uses of Funds

Uses	Actual 2016-17	Budget 2017-18	Proposed Budget 2018-19	Budget-to- Budget Variance
Purchased Water	\$ 90.3	\$ 89.8	\$ 96.9	\$ 7.1
Energy	9.0	11.2	10.7	(0.5)
Payroll & Related	122.5	128.8	139.0	10.2
Operating Expenses	37.5	47.9	59.9	12.0
Capital Expenditures	49.6	85.9	103.3	17.4
Debt Service	62.2	65.4	70.6	5.2
LVVWD Uses	\$ 371.1	\$ 429.0	\$ 480.4	\$ 51.4

Amounts in million dollars. Totals are rounded.

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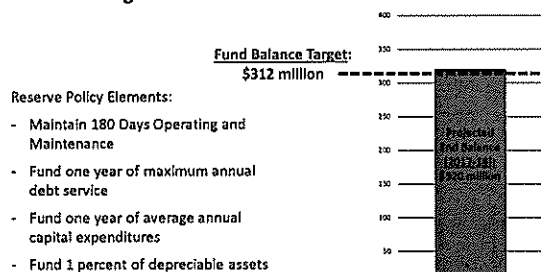
	Actual 2016-17	Budget 2017-18	Proposed Budget 2018-19	Budget-to- Budget Variance
Sources				
Tiered Consumption	\$ 263.3	\$ 267.4	\$ 287.0	\$ 19.6
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Facilities Connection Charge	12.2	15.6	15.5	(0.2)
Application & Inspection Fees	2.1	3.0	2.2	(0.8)
Investment Income	1.3	2.7	3.3	0.7
Springs Preserve	2.8	3.0	3.0	0.0
Other Revenues	10.6	-	-	-
Subtotal	\$ 379.0	\$ 382.4	\$ 407.1	\$ 24.7
Debt Issuance Proceeds	22.5	122.1	8.5	(113.6)
LVVWD Sources	\$ 401.5	\$ 504.5	\$ 415.5	\$ (88.9)
Uses				
Purchased Water	\$ 90.3	\$ 89.8	\$ 96.9	\$ 7.1
Energy	9.0	11.2	10.7	(0.5)
Payroll & Related	122.5	128.8	139.0	10.2
Operating Expenses	37.5	47.9	59.9	12.0
Capital Expenditures	49.6	85.9	103.3	17.4
Debt Service	62.2	65.4	70.6	5.2
LVVWD Uses	\$ 371.1	\$ 429.0	\$ 480.4	\$ 51.4
LVVWD Net Surplus/(Deficit)	\$ 30.4	\$ 75.5	\$ (64.8)	

BUDGET SUMMARY

Financial Statement Analysis - Funds are rounded

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Reserves Target



11

2018-19 Budget Summary

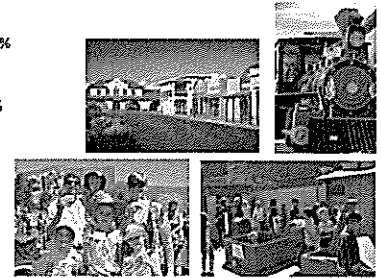
- Uses of funds are up 12%, with the LVVWD Capital Program the largest component
- Revenues are up 6%, which reflects the implementation of Citizen Advisory Committee-recommended rate increases and growth in water sales and accounts
- Asset management remains a top priority
- The budget is stable with a sustainable outlook

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Year-to-Date Comparisons

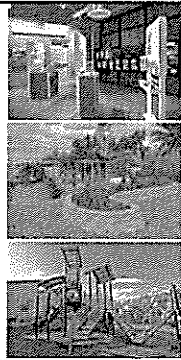
- General Admission revenue up 2%
- Membership revenue up 6%
- Donor Level membership up 50%
- Special Event revenue up 7%
- General admission up 12%
- Field Trips up 9%



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2017-18 Highlights

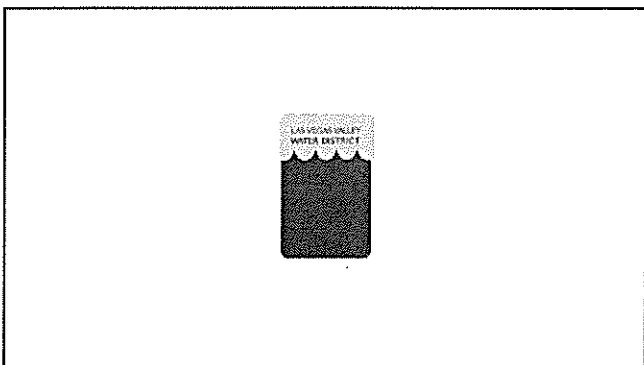
- Opened WaterWorks Exhibit
- Opened Teaching Garden (fully grant funded)
- Reopened newly designed playground
- Launched new all-Inclusive membership level
- Awarded funding for new butterfly-themed playground



2018-19 Initiatives

- Increase revenue and admission levels
- Promote new Silver State Pass all-Inclusive membership
- Identify new corporate sponsors

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**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS MEETING
MAY 1, 2018
MINUTES**

CALL TO ORDER 9:00 a.m., Commission Chambers, Clark County Government Center,
500 South Grand Central Parkway, Las Vegas, Nevada

DIRECTORS PRESENT Marilyn Kirkpatrick, President
Steve Sisolak, Vice President
Susan Brager
Chris Giunchigliani

DIRECTORS ABSENT Larry Brown
James Gibson
Lawrence Weekly

STAFF PRESENT John Entsminger, Dave Johnson, Julie Wilcox, Greg Walch, Brian Thomas

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

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit www.lvwwd.com/apps/agenda/lvwwd/index.cfm

There were no speakers.

ITEM NO.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Director Giunchigliani to approve the agenda and the minutes from the regular meeting of April 3, 2018. The motion was approved.

CONSENT AGENDA Items 2 – 3 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

- 2. Approve and authorize the General Manager to sign Change Order No. 1 to the contract with Capriati Construction Company for pipeline replacement in Vegas Drive between Pyramid Drive and Tonopah Drive, increasing the contract amount by \$275,000 and extending the final completion date by 224 calendar days.**
- 3. Approve and authorize the General Manager to sign Change Order No. 2 to the contract with Jab Construction, Inc., for reconstruction and repair of distribution system vaults, extending the final completion date by 180 calendar days.**

FINAL ACTION: A motion was made by Vice President Sisolak to approve staff's recommendations. The motion was approved.

BUSINESS AGENDA

- 4. Award a contract to construct the Summerlin 3665 Zone Reservoir Inlet/Outlet Pipeline to Lone Mountain Excavation & Utilities, LLC, for the amount of \$2,095,595, authorize a change order contingency amount not to exceed \$104,780, and authorize the General Manager to sign the construction agreement.**

FINAL ACTION: A motion was made by Director Brager to award the contract. The motion was approved.

- 5. Adopt the 2018A LVVWD Water Bond Resolution, providing for the issuance of the Las Vegas Valley Water District General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2018A, in the maximum principal amount of \$100,000,000, to finance water system improvements.**

John Entsminger, General Manager, reminded the Board that this is part of the recommendation from the citizens advisory committee for the 10-Year Capital Plan.

Director Giunchigliani asked about the bond rate. Mr. Entsminger stated that the rate is unknown until the bonds are sold later this month, but that rates are still below historical averages. Director Giunchigliani asked if outside financial advisors are counseled with regarding the bond resolution, to which Mr. Entsminger confirmed.

FINAL ACTION: A motion was made by Director Giunchigliani to adopt the resolution. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

There were no speakers.

Adjournment

There being no further business to come before the board, the meeting adjourned at 9:05 a.m.

APPROVED:

Marilyn K. Kirkpatrick, President

John J. Entsminger, General Manager

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 South Valley View Boulevard, Las Vegas, Nevada.

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS MEETING
SPECIAL MEETING
MAY 21, 2018
MINUTES**

CALL TO ORDER 9:48 a.m., Commission Chambers, Clark County Government Center,
500 South Grand Central Parkway, Las Vegas, Nevada

DIRECTORS PRESENT Marilyn Kirkpatrick, President
Steve Sisolak, Vice President
Susan Brager
Larry Brown
Jim Gibson
Chris Giunchigliani

DIRECTORS ABSENT Lawrence Weekly

STAFF PRESENT John Entsminger, Julie Wilcox, Dave Johnson, Greg Walch, Brian Thomas

OTHERS PRESENT None

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

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit www.lvwd.com/apps/agenda/lvwd/index.cfm

There were no speakers.

ITEM NO.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Director Giunchigliani to approve the agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items. The motion was approved.

2. Conduct a Public Hearing on the Tentative Budget for the Las Vegas Valley Water District and subsequently adopt a Final Budget for fiscal year 2018/19.

John Entsminger, General Manager, presented the District's Fiscal Year 2018/19 Tentative Budget. A copy of his presentation is attached to these minutes.

Mr. Entsminger stated that the District's budget is stable and has a positive outlook. This is the second year of the 10-year Capital Improvement Program and investments in innovation are yielding results. As the District looks forward to the coming year, there will be continued progress on the backflow retrofit program as well as construction of new facilities to benefit new and existing customers. The District will continue to maintain a strong conservation message to its customers.

Vice President Sisolak asked for an update on the rate stabilization fund. Mr. Entsminger stated that fund is at the Southern Nevada Water Authority (Authority) and recalled there to be approximately \$130 million in that fund. He stated that, like the District, the Authority is projected to slightly exceed its reserve policy target by the end of the Fiscal Year.

President Kirkpatrick opened the public hearing. As there were no comments from the public, the hearing was closed.

FINAL ACTION: A motion was made by Director Giunchigliani to adopt the Final Budget for the Fiscal Year 2018/19. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

There were no speakers.

Adjournment

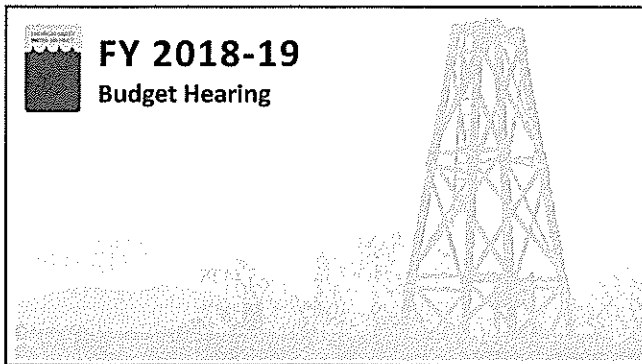
There being no further business to come before the board, the meeting adjourned at 9:55 a.m.

APPROVED:

Marilyn K. Kirkpatrick, President


John J. Entsminger, General Manager

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Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.**



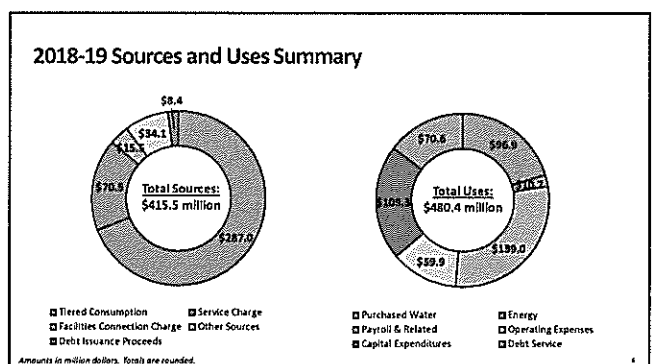
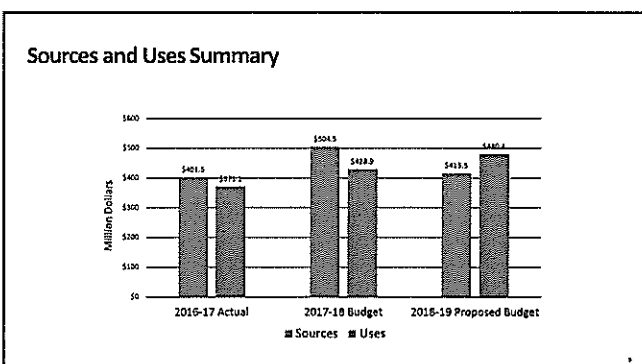
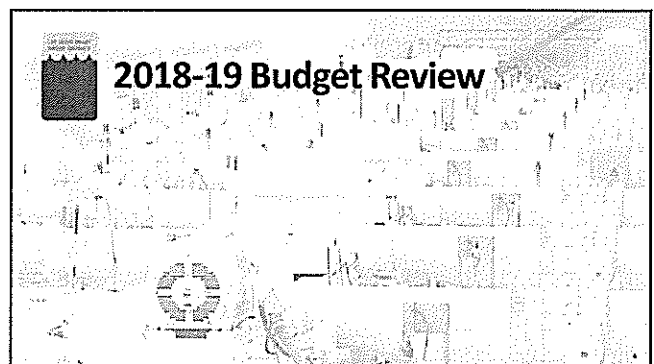
2017-18 Highlights

- S&P upgraded the LVVWD's Credit Rating to AA+
- LVVWD Capital Program remains a priority
- Investments In Innovation are yielding results
- Ongoing Improvements to the customer experience
- Springs Preserve 10-Year Anniversary



2018-19 Initiatives

- Continue progress on backflow retrofit program
- Construct new facilities to benefit new and existing customers
- Continue to partner with WaterStart to spur technology innovations
- Continue enhanced Asset Management Program
- Maintain a strong conservation message to customers



Sources of Funds

	Actual 2016-17	Budget 2017-18	Proposed Budget 2018-19	Budget-to- Budget Variance
Sources				
Tiered Consumption	\$ 263.3	\$ 267.4	\$ 287.0	\$ 19.6
Service Charge	63.8	67.0	70.5	3.4
Backflow Charge	9.1	10.6	11.7	1.0
Reclaimed Water	7.3	7.7	7.2	(0.5)
Other Water Bill Charges	6.4	5.3	6.8	1.4
Facilities Connection Charge	12.2	15.6	15.5	(0.2)
Application & Inspection Fees	2.1	3.0	2.2	(0.8)
Investment Income	1.3	2.7	3.3	0.7
Springs Preserve	2.8	3.0	3.0	0.0
Other Revenues	10.6	-	-	-
Subtotal	\$ 379.0	\$ 382.4	\$ 407.1	\$ 24.7
Debt Issuance Proceeds	22.5	122.1	8.5	(113.6)
LVVWD Sources	\$ 401.5	\$ 504.5	\$ 415.5	\$ (88.9)

Amounts in million dollars. Totals are rounded.

Uses of Funds

	Actual 2016-17	Budget 2017-18	Proposed Budget 2018-19	Budget-to- Budget Variance
Uses				
Purchased Water	\$ 90.3	\$ 89.8	\$ 96.9	\$ 7.1
Energy	9.0	11.2	10.7	(0.5)
Payroll & Related	122.5	128.8	139.0	10.2
Operating Expenses	37.5	47.9	59.9	12.0
Capital Expenditures	49.6	85.9	103.3	17.4
Debt Service	62.2	69.4	70.6	5.2
LVVWD Uses	\$ 371.1	\$ 429.0	\$ 480.4	\$ 51.4

Amounts in million dollars. Totals are rounded.

	Actual 2016-17	Budget 2017-18	Proposed Budget 2018-19	Budget-to- Budget Variance
Sources				
Tiered Consumption	\$ 263.3	\$ 267.4	\$ 287.0	\$ 19.6
Service Charge	63.8	67.0	70.5	3.4
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Other Water Bill Charges	6.4	5.3	6.8	1.4
Facilities Connection Charge	12.2	15.6	15.5	(0.2)
Application & Inspection Fees	2.1	3.0	2.2	(0.8)
Investment Income	1.3	2.7	3.3	0.7
Springs Preserve	2.8	3.0	3.0	0.0
Other Revenues	10.6	-	-	-
Subtotal	\$ 379.0	\$ 382.4	\$ 407.1	\$ 24.7
Debt Issuance Proceeds	22.5	122.1	8.5	(113.6)
LVVWD Sources	\$ 401.5	\$ 504.5	\$ 415.5	\$ (88.9)
Uses				
Purchased Water	\$ 90.3	\$ 89.8	\$ 96.9	\$ 7.1
Energy	9.0	11.2	10.7	(0.5)
Payroll & Related	122.5	128.8	139.0	10.2
Operating Expenses	37.5	47.9	59.9	12.0
Capital Expenditures	49.6	85.9	103.3	17.4
Debt Service	62.2	69.4	70.6	5.2
LVVWD Uses	\$ 371.1	\$ 429.0	\$ 480.4	\$ 51.4
LVVWD Net Surplus/(Deficit)	\$ 30.4	\$ 75.5	\$ (64.8)	

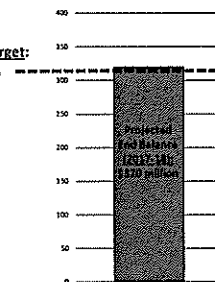
BUDGET SUMMARY
Amounts in million dollars. Totals are rounded.

Reserves Target

Fund Balance Target:
\$312 million

Reserve Policy Elements:

- Maintain 180 Days Operating and Maintenance
- Fund one year of maximum annual debt service
- Fund one year of average annual capital expenditures
- Fund 1 percent of depreciable assets



2018-19 Budget Summary

- Revenues are up 6%, reflecting the Citizen Advisory Committee-recommended rate increase, and growth in water sales and accounts
- Uses of funds are up 12%, driven primarily by the Capital Program
- Asset management remains a top priority
- The budget is stable with a sustainable outlook



**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM**

June 5, 2018

Subject: Agreement	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign a funding agreement between the State of Nevada, Division of Environmental Protection and the District, doing business as the Springs Preserve, to accept a grant in an amount not to exceed \$9,160 to support the Springs Preserve’s Special Event Recycling Project, including a matching contribution of \$2,840.	

Fiscal Impact:

The Nevada Division of Environmental Protection will reimburse the District up to \$9,160 in grant funding. Grant funding is contingent on the District providing a matching contribution of \$2,840, which is available in the District's Fiscal Year 2017/18 Operating Budget.

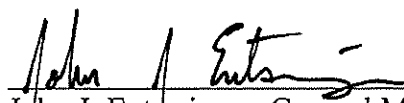
Background:

In 1991, Assembly Bill 320 established a \$1 per tire fee for each retail tire sold in Nevada. A portion of the funds generated from that fee are allocated to the Nevada Division of Environmental Protection's (NDEP) Nevada Recycling and Solid Waste Grant Program, which was established to enhance and promote the efficient use of resources including the recycling of solid waste.

On April 12, 2018, NDEP notified the District of NDEP's approval of a grant in an amount not to exceed \$9,160 for the purchase of color-coded recycling containers to promote recycling at the Springs Preserve. The grant is contingent upon the District entering a funding agreement, the terms of which require approval by the District's Board of Directors.

This funding agreement is being entered pursuant to NRS 277.180, and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:JAW:AMB:KH:mw
Attachment

AGENDA
ITEM #

2

**A Funding Agreement between the State of Nevada
Acting by and through Its Division of Environmental Protection
Recycling and Solid Waste Grant Program
(Grantor)**

901 S Stewart Street, Suite 4001, Carson City, NV 89701
Phone: (775) 687-9462
Fax: (775) 687-5856

**And
Springs Preserve**

(Grantee)

333 S Valley View Blvd.
Las Vegas, NV 89107
Phone: (702) 332-2110

WHEREAS, pursuant to NRS 444.110 the State Environmental Commission on March 8, 2006, passed regulations permitting the Division of Environmental Protection to award grants to municipalities, educational institutions, and nonprofit organizations for projects that enhance solid waste management systems and promote the efficient use of resources, and,

WHEREAS, funding for grants will be based on availability, and,

WHEREAS, the project meets the goals and policies of the Bureau of Waste Management of the Nevada Division of Environmental Protection, and,

WHEREAS, the grantee is a(n) _____ nonprofit organization _____ (municipally, educational institution, or nonprofit organization);

NOW, THEREFORE, In consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Funding Agreement shall not become effective until and unless approved by the Administrator of the Nevada Division of Environmental Protection and the governing body of each party.

2. **DEFINITIONS.**

"Grantor" means the State of Nevada through the Nevada Division of Environmental Protection, its authorized person, or representatives acting on its behalf.

"Grantee" means _____ Springs Preserve _____.

"Parties" means the Grantor and Grantee.

3. **FUNDING AGREEMENT TERM.** This Funding Agreement shall be effective from May 1, 2018 to August 31, 2019, unless terminated sooner by either party as specified in paragraph 10 hereon.

4. **NOTICE.** All notices or other communications, required or permitted, to be given under this Funding Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile and simultaneous regular mail, or mailed via certified mail, Return Receipt Requested postage pre-paid on the date posted, and addressed to the other Parties at the addressees specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that the responsibilities and duties of each party, as well as the scope of the project, shall be specifically described as: this Funding Agreement incorporates the following in descending order of constructive precedence:

ATTACHMENT A: Work Plan with Schedule

ATTACHMENT B: Project Budget Summary

ATTACHMENT C: Assurance Form

6. CONTRACTS. Grantee may enter into contracts to complete the work specified in this agreement.
7. ASSENT.
 - a. The parties agree that the terms and conditions listed on incorporated attachments of this Funding Agreement are also specifically a part of this Funding Agreement and are limited only by their respective order of precedence and any limitations specified.
 - b. Grantee agrees to submit the results of all studies and analysis performed under this agreement to the Grantor.
 - c. Grantee agrees to include in any document, statement or promotional item issued by Grantee that the money for the project was provided through a grant from the Nevada Division of Environmental Protection. The Grantee also agrees, before issuing any such document, statement or promotional item, to submit the documents, statements or promotional item to the Grantor for its approval.
 - d. Grantee agrees to repay any amount that Grantor determines is disallowed by the plan and terms of payment within thirty (30) days of notification.
8. INSPECTION & AUDIT.
 - a. Books and Records. Grantee agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as necessary to fully disclose to Grantor, or its authorized representatives, upon audits or review, sufficient information to determine compliance with all state and federal regulations and statutes.
 - b. Inspection & Audit. Grantee agrees that the relevant books, records (written, electronic, computer-related or otherwise), including, without limitation, relevant accounting procedures and practices, financial statements and supporting documentation shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Grantee where such records may be found by Grantor's designated representative.
 - c. Period of Retention. All books, records, reports, and statements relevant to this Funding Agreement must be retained a minimum of five years. The retention period runs from the date of the Grantor's last Funding Agreement payment, or from the date of termination of the Funding Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
9. FUNDING DISTRIBUTION. Funding, in an amount not to exceed the *Total Project Cost* (shown in Attachment D (Project Budget)), shall be disbursed to Grantee in the form of an advance or reimbursement(s).
10. FUNDING AGREEMENT TERMINATION.
 - a. All payments under this grant are contingent upon receipt by Nevada Division of Environmental Protection of sufficient funds necessary to carry out the purpose of this grant.
 - b. Grantor shall cancel this grant agreement if the grant is not completed in accordance with the terms and conditions of the grant, including, without limitations or time schedules, unless the Grantor determines that a variance is justified.
 - c. If the Grantor determines that a project is no longer beneficial, the Grantor may, upon its own initiative or at the request of the Grantee, terminate the grant thirty (30) days after giving notice of termination. The Grantor may order the Grantee to cease expending money awarded by the grant effective of the issuance of the notice of termination.
 - d. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or

services required by this Funding Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or if Grantee becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; if it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Grantee, or any agent or representative of Grantee, to any officer or employee of the State of Nevada with a view toward securing a Funding Agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Funding Agreement, then this Funding Agreement may be immediately terminated by the Grantor.

- a. Winding up Affairs upon Termination. In the event of termination of this Funding Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The Parties shall account for and properly present to each other all claims for fees and expenses and pay those that are undisputed and otherwise not subject to set off under this Funding Agreement. Neither Party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Grantee shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Grantor;
 - iii. Grantee shall execute any documents and take any actions necessary to effectuate and assignment of this Funding Agreement if so requested by the Grantor
11. FUNDING ADVANCES. If the Grantor makes payments to the Grantee before the completion of the project, cancellation of the grant, or termination of the project, return to the Grantee any money that has not been spent by the Grantee within 30 days.
12. REMEDIES. Except as otherwise provided for by law or this Funding Agreement, the right and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligations Grantee to any State agency.
13. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases.
14. FORCE MAJEURE. No party shall be deemed to be in violation of this Funding Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Funding Agreement after the intervening cause ceases.
15. INDEMNIFICATION. To the fullest extent permitted by law, Grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Grantee, its officers, employees and agents for this Funding Agreement.
16. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Funding Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY. If any provision contained in this Funding Agreement is held to be unenforceable by a court of law or equity, this Funding Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Funding Agreement unenforceable.
18. ASSIGNMENT. Grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Funding Agreement without prior written consent of Grantor.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Grantee may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Funding Agreement on behalf of each party has full power and authority to enter into this Funding Agreement. Grantee acknowledges that as required by statute or regulation this Funding Agreement is effective only after approval by the Division of Environmental Protection and only for the period of time specified in the Funding Agreement. Any services performed by Grantee before this Funding Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.
21. GOVERNING LAW; JURISDICTION. This Funding Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Grantee consents to the jurisdiction of the Nevada district courts for enforcement of this Funding Agreement. The Parties agree that the jurisdiction and venue for court, if necessary, shall be in the First Judicial District Court in Carson City, Nevada.
22. ENTIRE FUNDING AGREEMENT AND MODIFICATION. This Funding Agreement and its integrated attachment(s) constitute the entire agreement of the Parties and, as such, are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Funding Agreement specifically displays a mutual intent to amend a particular part of this Funding Agreement, general conflicts in language between any such attachment and this Funding Agreement shall be construed consistent with terms of this Funding Agreement. Unless otherwise expressly authorized by the terms of this Funding Agreement, no modification or amendment to this Funding Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Funding Agreement to be signed and intend to be legally bound hereby.

Greg Lovato
Grantor Signature

Date

Administrator, Nevada Division of Environmental Protection
Grantor's Title

Grantee Signature

Date

General Manager

Grantee's Title

John J. Entsminger

Las Vegas Valley Water District

Approved as to form:

By: _____

Date: 5/21/18

**Nevada Division of Environmental Protection
Bureau of Waste Management**

Springs Preserve Special Event Recycling Project

Grant Application Work Plan

WORK PLAN

Procurement of Products: (May, 2018)

Implementation: (June-October, 2018)

Quarterly Progress Reports: (August 2018, November 2018, February 2019, May 2019)

Final Report (June, 2019)

**Nevada Division of Environmental Protection
Bureau of Waste Management**

Springs Preserve Special Event Recycling Project

Grant Application Project Budget Summary

Over the projected five-year life span of the project, approximately 500,000 people will attend a special event at the Springs Preserve. The \$12,000 spent on this recycling project should provide a good return on investment (\$0.024 per person) by recycling significant amounts of paper, plastic and food waste which would otherwise end up in our landfill.

Grant proceeds will be used to purchase (60) sixty color-coded recycling bins plus associated signage. The bins will be purchased within 30 days of receiving the grant.

- Each bin costs approximately \$140.
- The total cost for 60 bins is estimated to be \$8,400.
- Initial signage plus additional experimental signage is estimated to be \$3,600.
- Total project costs are estimated to be \$12,000.

ASSURANCES

State of Nevada, Division of Environmental Protection
Recycling and Solid Waste Grant Program

Applicant hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements of the Nevada Division of Environmental Protection. Also, Applicant gives assurance and certifies with respect to a Funding Agreement that:

- A. Applicant possesses legal authority to apply for the grant.
- B. Applicant gives assurance that a resolution, motion statute authority or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- C. Pursuant to NRS 239.010, information or documents received from Applicant may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- D. To the fullest extent permitted by law, Applicant will agree to indemnify, hold harmless and defend the State of Nevada, its officers, employees, agents and invitees from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the Applicant, its officers, employees and agents.
- E. Applicant will furnish quarterly progress reports, as well as a final/annual report, and such other information as the Nevada Division of Environmental Protection requires.
- F. Applicant will furnish appropriate documentation with invoices and reimbursement requests to verify all expenditures under this grant.
- G. Applicant will obtain all permits, easements, and other private and governmental agency approvals required for the project prior to the commencement of project.
- H. Applicant must receive notice to proceed from Nevada Environmental Protection prior to advertisement of bids and commencement of activities.
- I. Applicant will give Nevada Division of Environmental Protection or its designated representative's access to and the right to audit records.
- J. Applicant will cause work on the project to commence within a reasonable time after receipt of notification from the approving state agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.

- K. Applicant certifies that the undersigned has read and understands the Nevada Administrative Code, which regulates the Nevada Recycling and Solid Waste Grant Program as contained in NAC 444A.600 through .655.
- L. Applicant will comply with Federal, State, and local laws.
- M. Applicant understands this is a competitive process and that submittal of an application does not assure the issuance of a grant.
- N. Applicant will maintain all types of appropriate insurance coverage.

Name:	John J. Entsminger, General Manager	
Signature:		Date:

For Divisional Use Only

Grant Number: 18-006

Grant Award Amount: \$9,160.00

**Nevada Division of Environmental Protection
Bureau of Waste Management**

Springs Preserve Special Event Recycling Project

Grant Application Budget

Line Item	Item Description	Quantity	Unit Price	Amount
1	Recycling Bin (Red)	10	\$142	\$1,400
2	Recycling Bin (Blue)	10	\$142	\$1,400
3	Recycling Bin (GRN)	10	\$142	\$1,400
4	Recycling Bin (YLW)	10	\$142	\$1,400
5	Recycling Bin (GRY)	10	\$142	\$1,400
6	Recycling Bin (ORG)	10	\$142	\$1,400
7	Vinyl Labels	60	\$10	\$ 600
8	Signage	10	\$200	\$2,000
9	Experimental Signs	5	\$200	\$1,000
Total Grant Budget:				\$12,000

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM**

June 5, 2018

Subject: Change Order	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign Change Order No. 4 to the contract with Benchmark Contracting, Inc., dba Cobblestone Construction, for interior customer service area tenant improvements, extending the final completion date by 82 calendar days.	

Fiscal Impact:

None by approval of the above recommendation.

Background:

On April 4, 2017, the Board of Directors awarded Contract No. C1456, Customer Service Electrical and Data Upgrades, Phase II (Contract) to Benchmark Contracting, Inc., dba Cobblestone Construction, in the amount of \$1,716,000, which provided for interior tenant improvements including electrical, lighting, mechanical and plumbing upgrades for the Customer Services department.

The Board further authorized a change order contingency amount of \$171,000 to be used in accordance with Resolution No. 9-97. To date, three change orders have been approved in accordance with this resolution for an increase in the amount of \$148,173 and a Contract extension of 35 calendar days.

Change Order No. 3 authorized installation of an in-door window with integral blinds and all associated cost increases for that installation. However, the time required to procure the custom window could not be determined at the time Change Order No. 3 was approved.

If approved, Change Order No. 4 authorizes an extension of 82 calendar days to complete this project, with no increase in the amount of the Contract. Change Order No. 4 requires Board approval as the requested time extension exceeds the authority of the General Manager under Resolution No. 9-97.

This change order is authorized pursuant to NRS 338.143 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the change order.

Respectfully submitted:



John J. Entsminger, General Manager
JJE:DLJ:PJJ:DCB:MTD:evw
Attachments

AGENDA
ITEM #

3

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Other						
Business Designation Group (Please select all that apply)						
<input checked="" type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 19						
Corporate/Business Entity Name: Benchmark Contracting, Inc.						
(Include d.b.a., if applicable) dba Cobblestone Construction						
Street Address: 3830 North Jones Boulevard			Website: cobblestoneconstructionlv.com			
City, State and Zip Code: Las Vegas, Nevada 89108			POC Name: Edward Frasier			
			Email: efrasier@cobblestoneconstruction.org			
Telephone No: 702-648-2001			Fax No:			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

All entities, with the exception of publicly-traded corporations and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Benden Parker	President	100%

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, an Entity full-time employee(s), or appointed/elected

official(s)?

☐ Yes

☒ No

(If yes, please note that the employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an Entity full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

(If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on any item without the completed disclosure form.

Signature

Benden Parker

Print Name

President

05/16/18

Title

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF ENTITY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO ENTITY* EMPLOYEE/ OFFICIAL	ENTITY* EMPLOYEE'S/ OFFICIAL'S DEPARTMENT
N/A			

* Entity employee means an employee of Las Vegas Valley Water District, Southern Nevada Water Authority, or Silver State Energy Association .

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For Entity Use Only:

If no Disclosure or Relationship is noted above or the section is marked N/A, please check this box.

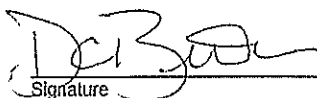
☒ No Disclosure

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the Entity employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the Entity employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:


Signature
Donald C. Bittze
Print Name
Authorized Department Representative

**LAS VEGAS VALLEY WATER DISTRICT
CONTRACT NO. C1456, CUSTOMER SERVICE ELECTRICAL AND DATA
UPGRADES, PHASE II
CHANGE ORDER NO. 4**

CONTRACTOR: Benchmark Contracting Inc., dba Cobblestone Construction
3838 North Jones Blvd
Las Vegas, Nevada 89108

<u>ITEM NO.</u>	<u>DESCRIPTION OF CHANGE</u>	<u>ADD/DEDUCT</u>	<u>AMOUNT</u>
CO4.1	Modify the contract documents to add 82-calendar days for the procurement and installation of materials described in Change Order Item No. 3.3.	NO CHANGE	NO CHANGE
<u>Schedule</u>	The final completion date is extended 82-calendar days by this change order to March 27, 2018.	NO CHANGE	NO CHANGE
TOTAL CHANGE IN CONTRACT TIME FOR FINAL COMPLETION		82-DAYS	82-DAYS
TOTAL CHANGE IN CONTRACT PRICE		NO CHANGE	NO CHANGE

All necessary adjustments to all other portions of the original Contract Documents, including but not limited to, all applicable specification and drawing notes and details, as required by these changes, are hereby made.

This Change Order, executed by the Owner and the Contractor, shall constitute a full and final settlement of any and all claims by Contractor for time extensions and/or additional costs arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. C1456 remain unchanged.

ACCEPTANCE BY CONTRACTOR:

BY: [Signature]
President

DATE: 4/23/18

PRINT: Benden Parker

AUTHORIZED BY OWNER:

BY: [Signature]
John J. Entsminger, General Manager

DATE: _____

Las Vegas Valley Water District

Approved as to form:

By: [Signature] Date: 5-15-18

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM**

June 5, 2018

Subject: Construction Award	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors award a contract for replacement of the Alta 3205 Zone Reservoir aeration system to J.A. Tiberti Construction Co., Inc., for the amount of \$1,137,000, authorize a change order contingency amount not to exceed \$110,000, and authorize the General Manager to sign the construction agreement.	

Fiscal Impact:

Funds requested for current year expenditures are available in the District's Capital Budget. Funds for future year expenditures will be budgeted accordingly.

Background:

Contract No. C1458, Alta 3205 Zone Reservoir Aeration System Addition (Contract), located as generally shown on Attachment A, provides for replacement of the existing aeration system at the Alta 3205 Zone Reservoir used for Trihalomethane (THM) removal, which is at the end of its equipment lifecycle.

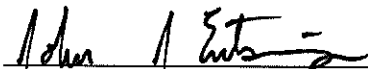
Sealed bids were received and publicly opened on April 17, 2018. A tabulation of the bids received is listed below:

CMMCM LLC dba Muller Construction	\$1,124,594
J.A. Tiberti Construction Co., Inc.	\$1,137,000
MMC, Inc.	\$1,196,280

The lowest bid was received from CMMCM LLC dba Muller (Muller), which did not claim bidder preference and did not submit a valid certificate of eligibility. The second lowest bid was received from J.A. Tiberti Construction Co., Inc. (Tiberti), who claimed bidder preference, submitted a valid certificate of eligibility, and did not bid 5 percent higher than Muller. The Tiberti bid is therefore considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for Tiberti to accept and agree to all Contract terms. Tiberti is a Nevada corporation located in Las Vegas, Nevada.

This agreement is being entered into pursuant to NRS 338.1389 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:



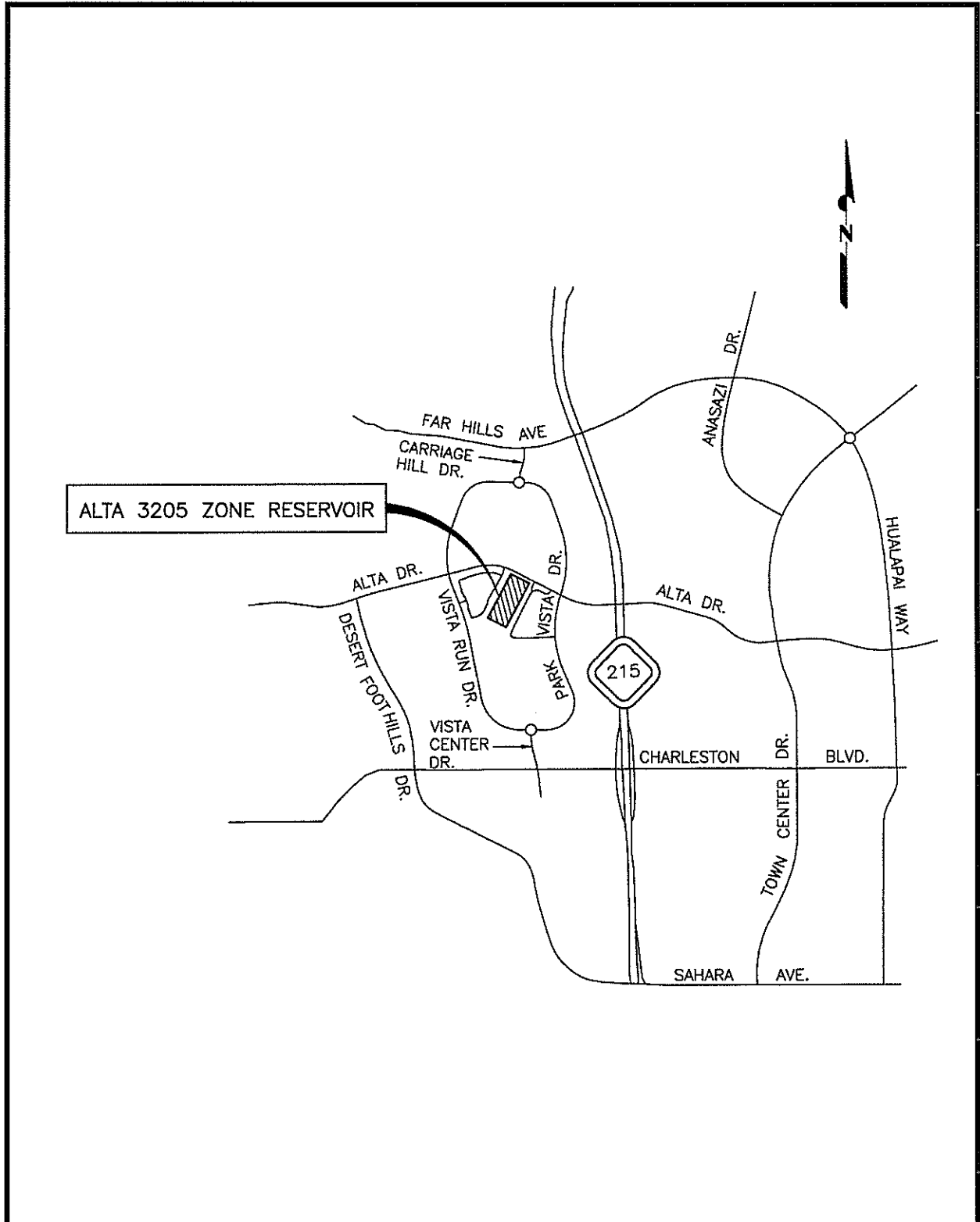
John J. Entsminger, General Manager
JJE:DLJ:PJJ:DCB:SBH:MTD:evw
Attachments

AGENDA
ITEM #

4

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. C1458
ALTA 3205 ZONE RESERVOIR AERATION SYSTEM ADDITION



DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: <u>17</u>						
Corporate/Business Entity Name: <u>J.A. Tiberti Construction Co., Inc.</u>						
(Include d.b.a., if applicable) <u>N/A</u>						
Street Address: <u>1806 Industrial Road</u>			Website: <u>www.tiberti.com</u>			
City, State and Zip Code: <u>Las Vegas, NV 89102</u>			POC Name: <u>Mark Maffey</u>			
			Email: <u>mnmaffey@tiberti.com</u>			
Telephone No:			Fax No: <u>(702) 382-5361</u>			
Nevada Local Street Address:			Website:			
(If different from above) <u>same as above</u>			<u>same as above</u>			
City, State and Zip Code: <u>same as above</u>			Local Fax No: <u>same as above</u>			
Local Telephone No:			Local POC Name: <u>same as above</u>			
<u>same as above</u>			Email: <u>same as above</u>			

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Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>Laura Liza Tiberti</u>	<u>Shareholder / Owner</u>	<u>25%</u>
<u>Mary Andra Tiberti Maffey</u>	<u>Shareholder / Owner</u>	<u>25%</u>
<u>Renaldo Milan Tiberti</u>	<u>President / Owner</u>	<u>25%</u>
<u>Mario Anthony Tiberti</u>	<u>Shareholder / Owner</u>	<u>25%</u>

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, an Entity full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

(If yes, please note that the employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an Entity full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

(If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on any item without the completed disclosure form.

Renaldo M. Tiberti
Signature

Renaldo M. Tiberti
Print Name

President
Title

May 2, 2018
Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF ENTITY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO ENTITY* EMPLOYEE/OFFICIAL	ENTITY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* Entity employee means an employee of Las Vegas Valley Water District, Southern Nevada Water Authority, or Silver State Energy Association.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

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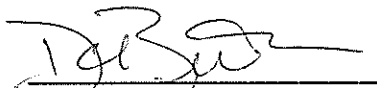
☒ No Disclosure

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the Entity employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the Entity employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:


Signature
Donald C. Butler
Print Name
Authorized Department Representative

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and J.A. Tiberti Construction Co., Inc.

hereinafter referred to as Contractor, with both Owner and Contractor collectively referred to as the Parties,

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: ALTA 3205 ZONE RESERVOIR AERATION SYSTEM
ADDITION

Contract No: C1458

Public Works Project Identifying Number: CL-2018-149

2. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Owner, Contractor agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.
3. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.
4. For performing all Work and furnishing materials and labor necessary thereto, Owner will pay and Contractor shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following:
 - a. Addenda
 - b. General Requirements
 - c. Supplementary Conditions
 - d. General Conditions
 - e. Agreement
 - f. Drawings
 - g. Technical Specifications
 - h. Permits

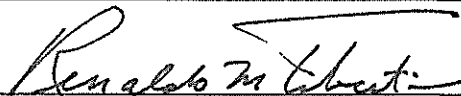
- i. Bid Form
- j. Bonds
- k. Instructions to Bidders
- l. Invitation to Bid and Legal Notice
- m. Notice of Award
- n. Final Notice to Proceed

6. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Contractor expressly authorizes Article 16 of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF: The Contractor has caused this agreement to be executed this
2nd day of May, 2018.

[CONTRACTOR'S NAME]

J.A. Tiberti Construction Co., Inc.

By: 
Signatory Empowered to Bind Contractor

Renaldo M. Tiberti
Type or Print Name


President
Official Title

THIS AGREEMENT shall be in full force and effect as of the _____ day of _____, 20____, when it was duly signed by the proper officer of the Las Vegas Valley Water District.

LAS VEGAS VALLEY WATER DISTRICT

By: _____
John J. Entsminger
General Manager

Approved as to Form:


Attorney for Las Vegas Valley Water District

END OF DOCUMENT

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM**

June 5, 2018

Subject: Write-off of Uncollectible Accounts	Director's Backup
Petitioner: John J. Entsminger, General Manager	
Recommendations: That the Board of Directors authorize the write-off of both customer and miscellaneous accounts receivable in an amount not to exceed \$1,042,768.	

Fiscal Impact:

This action will result in a write-off of \$1,042,768 for Fiscal Year 2017/18. Efforts will continue to recover unpaid amounts.

Background:

It is the policy of the Board of Directors to annually write off uncollectible water accounts when all reasonable actions have proven unsuccessful. These accounts have been submitted to an outside agency for continued collection efforts.

For Fiscal Year 2017/18, customer write-offs total \$1,021,129, which include delinquent account write-offs of \$1,005,584 and \$15,545 in bankruptcies. Uncollectible miscellaneous account receivables total \$21,639 with no bankruptcies.

The District continues to successfully collect more than 99.5 percent of water sales billings.

This action is authorized pursuant to NRS 354.616 and Section 9(1) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:



John J. Entsminger, General Manager
JJE:JAW:AM:bt

AGENDA
ITEM #

5

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM**

June 5, 2018

Subject: Cost-of-Living Adjustment	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors conduct a public hearing and approve a cost-of-living adjustment based upon the March over March increase in the Consumer Price Index for employees represented by the Water Supervisors Association of Nevada, effective July 1, 2018.	

Fiscal Impact:

Costs for this adjustment will increase by 0.5 percent above the range authorized in the Collective Bargaining Agreement, which amounts to approximately \$19,856 for Fiscal Year 2018/19, and are included in the District's Budget.

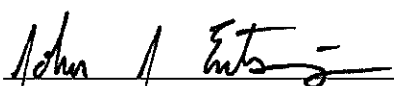
Background:

The Collective Bargaining Agreement (CBA) approved between the Water Supervisors Association of Nevada (WSAN) and the District on July 7, 2015, establishes cost-of-living adjustments for its members. Pursuant to Article 38, amended July 5, 2017, of the CBA, WSAN employees receive a cost-of-living adjustment, effective with the first full pay period in July, equal to the March over March increase in the Consumer Price Index, All Items, All Urban Consumer, Pacific Cities, West-A (CPI Index). Article 38 also provides that if the CPI Index exceeds 3 percent, Article 38 is automatically reopened for discussions.

In May 2018, the District and the WSAN met pursuant to Section C of Article 38. At this time, staff recommends that the Board of Directors approve a cost-of-living adjustment consistent with the March CPI Index (3.5 percent).

This action is authorized pursuant to NRS 288.153 and Section 9 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:



John J. Entsminger, General Manager
JJE:JAW:MEM:SM

AGENDA ITEM #

6

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM**

June 5, 2018

Subject: Cost-of-Living Adjustment	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors conduct a public hearing and approve a cost-of-living adjustment based upon the March over March increase in the Consumer Price Index for employees represented by the Water Employees Association of Nevada, effective July 1, 2018.	

Fiscal Impact:

Costs for this adjustment will increase by 0.5 percent above the range authorized in the Collective Bargaining Agreement, which amounts to approximately \$123,772 for Fiscal Year 2018/19, and are included in the District's Budget.

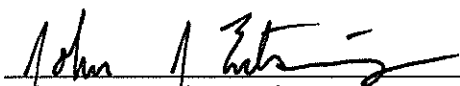
Background:

The Collective Bargaining Agreement (CBA) approved between the Water Employees Association of Nevada (WEANV) and the District on July 7, 2015, establishes cost-of-living adjustments for its members. Pursuant to Article 38, amended July 5, 2017, of the CBA, WEANV employees receive a cost-of-living adjustment, effective with the first full pay period in July, equal to the March over March increase in the Consumer Price Index, All Items, All Urban Consumer, Pacific Cities, West-A (CPI Index). Article 38 also provides that if the CPI Index exceeds 3 percent, Article 38 is automatically reopened for discussions.

In May 2018, the District and the WEANV met pursuant to Section C of Article 38. At this time, staff recommends that the Board of Directors approve a cost-of-living adjustment consistent with the March CPI Index (3.5 percent).

This action is authorized pursuant to NRS 288.153 and Section 9 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:



John J. Entsminger, General Manager
JJE:JAW:MEM:SM

AGENDA
ITEM #

7

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM**

June 5, 2018

Subject: Cost-of-Living Adjustment	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors conduct a public hearing and approve a cost-of-living adjustment based upon the March over March increase in the Consumer Price Index for employees represented by the Teamsters Local Union No. 14, effective July 1, 2018.	

Fiscal Impact:

Costs for this adjustment will increase by 0.5 percent above the range authorized in the Collective Bargaining Agreement, which amounts to approximately \$49,758 for Fiscal Year 2018/19, and are included in the District's Budget.


Background:

The Collective Bargaining Agreement (CBA) approved between the Teamsters Local Union No. 14 (Teamsters) and the District on July 7, 2015, establishes a cost-of-living adjustment for its members. Pursuant to Article 17 of the CBA, Teamsters employees receive a cost-of-living adjustment, effective with the first full pay period in July, equal to the March over March increase in the Consumer Price Index, All Items, All Urban Consumer, Pacific Cities, West-A (CPI Index). Article 17 also provides that if the CPI Index exceeds 3 percent, Article 17 is automatically reopened for discussions.

In May 2018, the District and Teamsters met pursuant to Section C of Article 17. At this time, staff recommends the Board of Directors approve a cost-of-living adjustment consistent with the March CPI Index (3.5 percent).

This action is authorized pursuant to NRS 288.153 and Section 9 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:



John J. Entsminger, General Manager
JJE:JAW:MEM:SM

AGENDA
ITEM #

8

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM**

June 5, 2018

Subject: Cost-of-Living Adjustment	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors conduct a public hearing and approve a cost-of-living adjustment based upon the March over March increase in the Consumer Price Index for employees represented by the Las Vegas Valley Public Employees Association, effective July 1, 2018.	

Fiscal Impact:

Costs for this adjustment will increase by 0.5 percent above the range authorized in the Collective Bargaining Agreement, which amounts to approximately \$74,265 for Fiscal Year 2018/19, and are included in the District's Budget.


Background:

The Collective Bargaining Agreement (CBA) approved between the Las Vegas Valley Public Employees Association (LVVPEA) and the District on July 7, 2015, establishes a cost-of-living adjustment for its members. Pursuant to Article 4 of the CBA, LVVPEA employees receive a cost-of-living adjustment, effective with the first full pay period in July, equal to the March over March increase in the Consumer Price Index, All Items, All Urban Consumer, Pacific Cities, West-A (CPI Index). Article 4 also provides that if the CPI Index exceeds 3 percent, Article 4 is automatically reopened for discussions.

In May 2018, the District and the LVVPEA met pursuant to Section C of Article 4. At this time, staff recommends the Board of Directors approve a cost-of-living adjustment consistent with the March CPI Index (3.5 percent).

This action is authorized pursuant to NRS 288.153 and Section 9 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:



John J. Entsminger, General Manager
JJE:JAW:MEM:SM

AGENDA
ITEM #

9