



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

REGULAR MEETING
9:00 A.M. – AUGUST 7, 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: July 31, 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

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

CLARK COUNTY GOVERNMENT CENTER
500 SOUTH GRAND CENTRAL PARKWAY
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 regular meeting of July 3, 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 President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities at the Fire Station #3 Replacement Project.
3. *For Possible Action:* Approve and authorize the President to sign an interlocal agreement between Clark County and the District for installation of water facilities at the Bermuda, Gillespie, and Richmar Streetscape Project.

BUSINESS AGENDA

4. *For Possible Action:* Ratify the approval of a cooperative agreement between the United States Department of Agriculture and the District to accept grant funding in an amount not to exceed \$50,000 to develop educational videos, with the District providing a matching contribution of \$20,000 comprised of in-kind services and direct costs.
5. *For Possible Action:* Approve and authorize the General Manager to sign agreements between Badger Meter, Inc. and the District to purchase positive displacement water meters and parts for an amount not to exceed \$1,363,294, and between Elster AMCO Water, LLC and the District to purchase hydrant water meters for an amount not to exceed \$37,000. Both agreements are for a one-year term beginning on October 1, 2018, through September 30, 2019, with the option to renew for four additional one-year periods, and authorize a product price increase not to exceed 3 percent for each of the renewal terms if required. Staff also recommends a contingency increase of 5 percent for each term to cover increases in product consumption.

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 MEETING
JULY 3, 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 (present for item #6)
Jim Gibson
Chris Giunchigliani

DIRECTORS ABSENT Larry Brown
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.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, and the minutes from the regular meeting of June 5, 2018. The motion was approved.

CONSENT AGENDA Items 2 – 5 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 an amendment to the existing agreement between Ninety Five Management, LLC, and the District to revise the scope of the Egan Crest 3090 Zone North Pipeline for a decreased amount not to exceed \$428,000.
3. Approve and authorize the General Manager to sign an amendment to the existing agreement between Ninety Five Management, LLC, and the District to revise the scope of the Shaumber 3205 Zone North Pipeline and Pressure Reducing Valve for a decreased amount not to exceed \$273,000.
4. Approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for the design and construction of water facilities as part of the Flamingo – Boulder Highway North Project for an amount not to exceed \$5,549,246.49.
5. Approve and authorize the General Manager to sign an amended and restated cooperative agreement with the City of Henderson to provide water service to an area of Henderson, Nevada.

FINAL ACTION: A motion was made by Director Giunchigliani to approve staff's recommendations. The motion was approved.

BUSINESS AGENDA

6. Approve and authorize the General Manager to sign an agreement between Ninety Five Management, LLC, and the District for design and construction of the Egan Crest 3090 Zone North Pipeline Phase III for an amount not to exceed \$3,796,000.

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

7. **Approve and authorize the General Manager to sign an agreement between Ninety Five Management, LLC, and the District for design and construction of the Shaumber 3205 Zone North Pipeline Phase II and Pressure Reducing Valve for an amount not to exceed \$4,373,000.**

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

8. **Award a contract to construct the Summerlin 3665 Zone Reservoir to J.A. Tiberti Construction Co., Inc., for the amount of \$13,897,999, authorize a change order contingency amount not to exceed \$300,000, and authorize the General Manager to sign the construction agreement and to enter into change orders in excess of the \$300,000 contingency amount up to 10 percent of the contract price, provided that Howard Hughes Company LLC agrees to reimburse the District for any change orders in excess of a total contract amount of \$14,400,000.**

John Entsminger, General Manager, stated that this is one of four main reservoirs identified in the District's 10-year Capital Improvement Plan. Vice President Sisolak asked how this agreement was negotiated to include multiple contingencies. Greg Walch, General Counsel, stated that in the original agreement with Howard Hughes Company LLC, the District's cap is \$14,400,000, with \$300,000 for its contingency. Any amount that exceeds \$14,400,000 is paid by Howard Hughes Company LLC.

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

9. **Appoint a member and alternate member to the Sewage and Wastewater Technical Advisory Committee.**

FINAL ACTION: A motion was made by Director Gibson to appoint Todd Tietjen with Xiaoping Zhou as alternate. 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 9:08 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
AGENDA ITEM**

August 7, 2018

Subject: Agreement	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities at the Fire Station #3 Replacement Project.	

Fiscal Impact:

None by approval of the above recommendation.

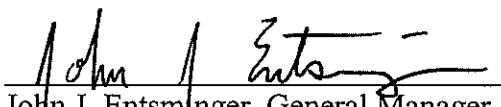
Background:

The City of Las Vegas (City) has submitted plans to the District for the installation of one 2-inch domestic meter with one 2-inch reduced pressure principle assembly and one 4-inch reduced pressure detector assembly at the project known as the Fire Station #3 Replacement, Project #126096 (Project). This Project is located on Washington Avenue, east of Rancho Drive, as generally shown on Attachment A.

If approved, the attached Interlocal Agreement No. 116645 provides the terms and conditions for the installation of water facilities at the City's sole expense. During construction, the City will ensure payment for all construction water use and provide the District with easements to the water facilities. Upon completion of the Project, the water facilities will become the property of the District.

This agreement is being entered into pursuant to NRS 277.180 and Sections 1(5) and 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 this agreement.

Respectfully submitted:



John J. Entsminger, General Manager
JJE:DLJ:GPK:DJM:djs
Attachments

AGENDA
ITEM #

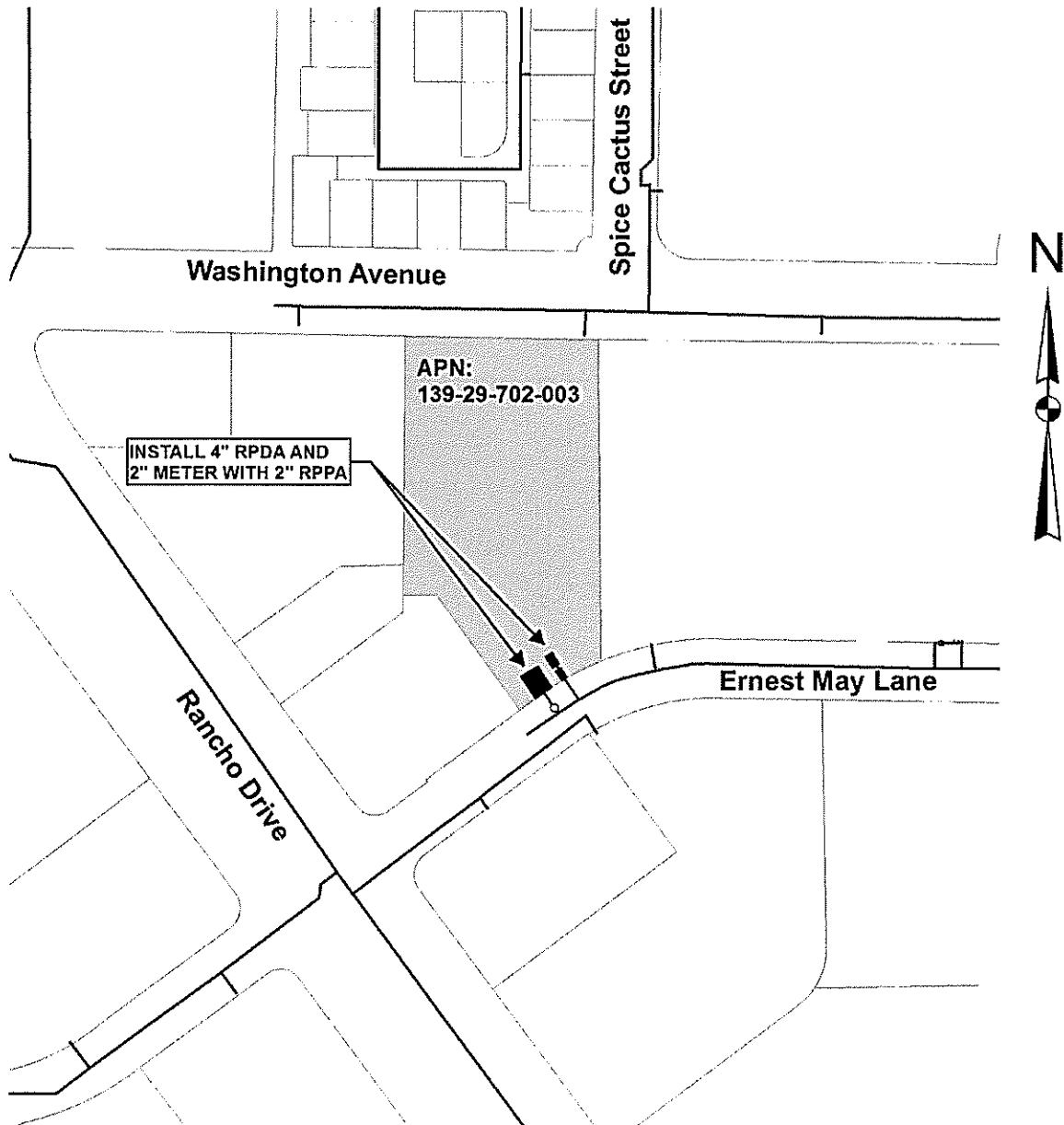
2

BOARD OF DIRECTORS

AGENDA ITEM

August 7, 2018

**CLV FIRE STATION #3 REPLACEMENT
PROJECT # 126096**



**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
FIRE STATION #3 REPLACEMENT**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in a fire station improvement project on Washington Avenue, east of Rancho Drive, and is desirous of receiving potable water from the DISTRICT, further referenced as Clark County Assessor's Parcel Number 139-29-702-003, and has made application for water service to said project; and

WHEREAS, the CITY is engaged in a fire station improvement project and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. This Agreement provides a water commitment on a conditional basis only for a fire station improvement project on Washington Avenue, east of Rancho Drive, further referenced as Clark County Assessor's Parcel Number 139-29-702-003. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. In the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.
- D. The CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

- E. At CITY'S sole cost and expense, the CITY shall furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

FIRE STATION #3 REPLACEMENT

Utility Plan

- F. Said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. Said WATER FACILITIES shall be constructed in the location shown, in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. All work shall be subject to inspection and approval by an authorized representative of the DISTRICT; and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. The CITY shall comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.
- J. At CITY'S sole cost and expense, the CITY shall perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At CITY'S sole cost and expense, the CITY shall disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. Connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. The WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.
- N. The CITY shall furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- P. Upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. Installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. All water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. The CITY shall require its contractor to protect all existing WATER FACILITIES during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. If required as a condition of the DISTRICT'S Service Rules, the CITY will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.
- U. All of the WATER FACILITIES installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT's system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the CITY.

ARTICLE II

DISTRICT AGREES:

- A. Upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, the DISTRICT shall supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. Construction water may be provided to the CITY at the CITY'S sole cost through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- C. If required as a condition of the DISTRICT'S Service Rules, the DISTRICT shall refund to the CITY any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. The Parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the WATER FACILITIES and development identified herein are completed as specified.
- B. The WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.
- C. In the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above-described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. This Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
 - a. Construction of the WATER FACILITIES covered by the plan or plans identified in Article I, paragraph E of this Agreement is not commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
 - b. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. If this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. Noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- G. The CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party. This Agreement is not intended by the Parties to create any right in or benefit to parties other than the DISTRICT and the CITY. This Agreement does not create any third party beneficiary rights or causes of action.

- I. This Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- J. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- K. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. Each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each Party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 20_____.

CITY OF LAS VEGAS

LAS VEGAS VALLEY WATER DISTRICT

Carolyn G. Goodman, Mayor

Marilyn Kirkpatrick, President
Board of Directors


ATTEST:

LuAnn D. Holmes, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy City Attorney


Gregory J. Waich, General Counsel
Las Vegas Valley Water District

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

August 7, 2018

Subject: Agreement	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the President to sign an interlocal agreement between Clark County and the District for installation of water facilities at the Bermuda, Gillespie, and Richmar Streetscape Project.	

Fiscal Impact:

None by approval of the above recommendation.

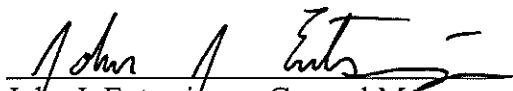
Background:

Clark County (County) has submitted plans to the District for the installation of one 1½-inch irrigation meter with one 1½-inch reduced pressure principle assembly at the project known as the Bermuda, Gillespie, and Richmar Streetscape, Project #126183 (Project). This Project is located on the northwest corner of Bermuda Road and Richmar Avenue, as generally shown on Attachment A.

If approved, the attached Interlocal Agreement No. 116828 provides the terms and conditions for the installation of the water facilities at the County's sole expense. During construction, the County will ensure payment for all construction water use and provide the District with easements to the water facilities. Upon completion of the Project, the water facilities will become the property of the District.

This agreement is being entered into pursuant to NRS 277.180 and Sections 1(5) and 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:GPK:DJM:djs
Attachments

AGENDA
ITEM #

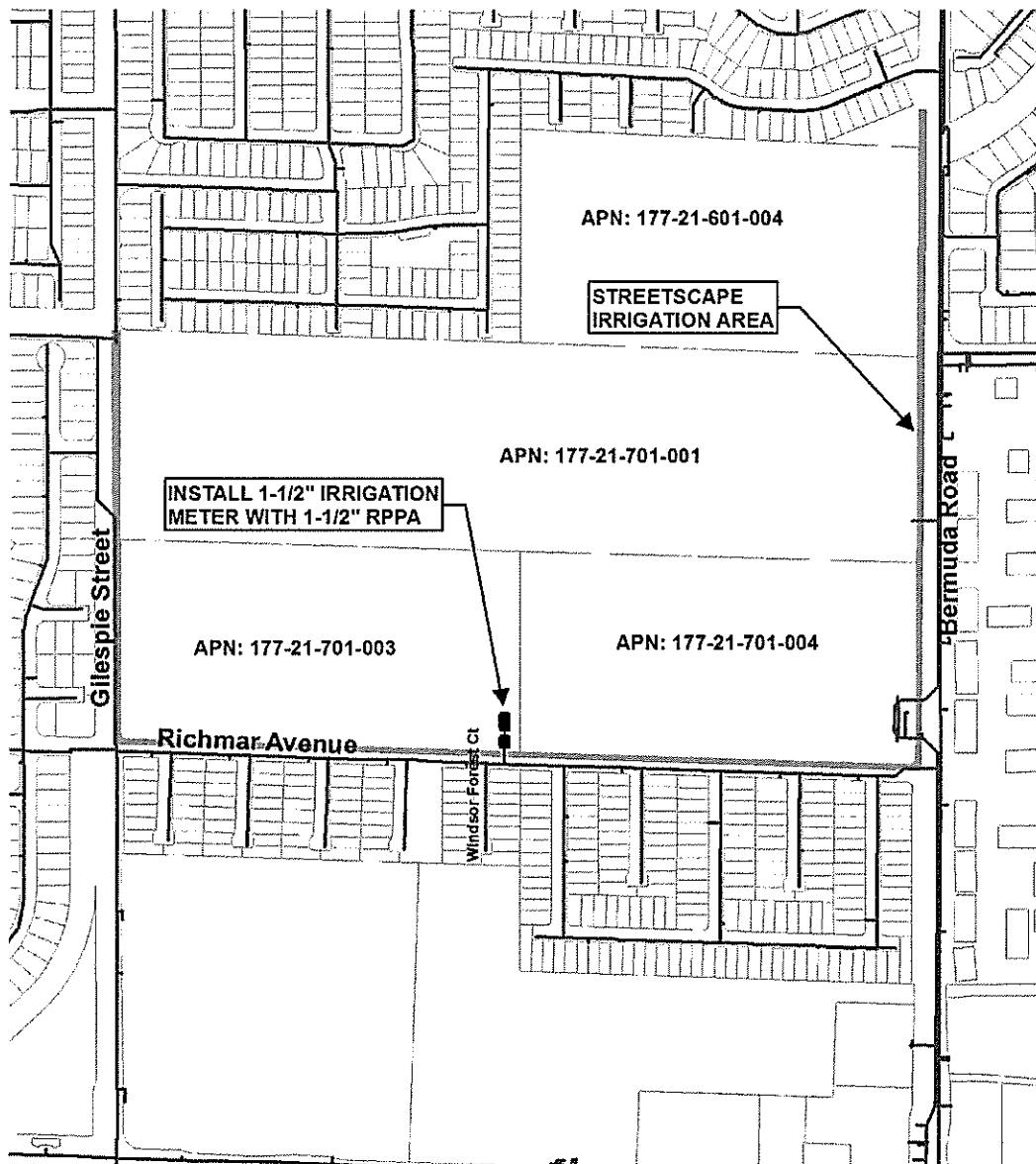
3

BOARD OF DIRECTORS

AGENDA ITEM

August 7, 2018

CCPW BERMUDA, GILESPIE, & RICHMAR STREETSCAPE PROJECT # 126183



**INTERLOCAL AGREEMENT FOR
CLARK COUNTY
BERMUDA, GILESPIE, AND RICHMAR STREETScape**

THIS AGREEMENT, made and entered into by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter called "COUNTY", and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "DISTRICT", WITNESSETH:

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the COUNTY is engaged in the development of real property generally located on the northwest corner of Bermuda Road and Richmar Avenue and including GilesPie Street, north of Richmar Avenue, further referenced as Clark County Assessor's Parcel Numbers 177-21-601-004, 177-21-701-001, 177-21-701-003, and 177-21-701-004, is desirous of receiving a commitment for potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the COUNTY has approved the development of the real property as street beautification of an existing detention basin facility and has authorized a distribution of water to the property for this development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the COUNTY performing all of the terms, conditions and provisions hereinafter set forth and required of the COUNTY; and

WHEREAS, the COUNTY is willing to construct at its sole cost and expense the required water service connection and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the COUNTY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

COUNTY AGREES:

- A. This Agreement provides a water commitment on a conditional basis only for street beautification for an existing detention basin generally located on the northwest corner of Bermuda Road and Richmar Avenue, on Clark County Assessor's Parcel Number 177-21-601-004, 177-21-701-001, 177-21-701-003, and 177-21-701-004. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph D of this Article I are constructed by the COUNTY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. In the event the use of the property changes and modifications to the water facilities are required, the COUNTY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

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

BERMUDA, GILESPIE, AND RICHMAR STREETSCAPE
Utility Plan

- E. Said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- F. Said WATER FACILITIES shall be constructed in the locations shown, and in accordance with the above-mentioned plan or plans, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- G. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph D above.
- H. All work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. At COUNTY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- J. At COUNTY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- K. Connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- L. The WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the COUNTY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the COUNTY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

- M. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plan or plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations. If access to a DISTRICT easement is obstructed, absent an emergency situation, the COUNTY will be notified and given an opportunity to remove the obstruction before the DISTRICT incurs cost to remove the obstruction.
- N. Should any defective material or workmanship affecting the WATER FACILITIES installed by the COUNTY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the COUNTY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- O. Upon completion of construction of the work and acceptance of the work by the DISTRICT, the COUNTY will provide the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The COUNTY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- P. All water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The COUNTY will require its contractor to install the meters in a timely manner.
- Q. All water delivered through service connections will be metered and the COUNTY is responsible for all monthly bills for such water calculated at the current rate for metered construction water until such time as the first occupant activates the water service account with the DISTRICT'S Customer Care Division.
- R. To require its contractor to protect all existing WATER FACILITIES during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- S. Any of the WATER FACILITIES installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT'S system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the COUNTY.

ARTICLE II

DISTRICT AGREES:

- A. Upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the COUNTY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. Construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. The parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the COUNTY is not deemed a DISTRICT water customer until the WATER FACILITIES and development identified herein are completed as specified.
- B. The WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.
- C. In the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above-described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. This Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
 - a. Construction of the WATER FACILITIES covered by the plan or plans identified in Article I, paragraph D of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
 - b. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. If this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. Noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the COUNTY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to COUNTY'S project without liability for any damages caused by said discontinuation.
- G. The COUNTY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its officers or employees; the COUNTY does not waive the conditions and limitations of NRS Chapter 41. The DISTRICT will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its officers and employees; the DISTRICT does not waive the conditions and limitations of NRS Chapter 41.
- H. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- I. This Agreement represents the entire understanding of the COUNTY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the COUNTY'S project.
- J. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

- K. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. Each party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age, or national origin, and shall ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day
of _____, 20_____.

COUNTY OF CLARK

LAS VEGAS VALLEY WATER DISTRICT

Steve Sisolak, Chair
Board of County Commissioners

Marilyn Kirkpatrick, President
Board of Directors

ATTEST:

Lynn Goya, Clark County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy District Attorney

Gregory J. Walsh
Gregory J. Walsh, General Counsel

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

August 7, 2018

Subject: Funding Agreement	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors ratify the approval of a cooperative agreement between the United States Department of Agriculture and the District to accept grant funding in an amount not to exceed \$50,000 to develop educational videos, with the District providing a matching contribution of \$20,000 comprised of in-kind services and direct costs.	

Fiscal Impact:

The United States Department of Agriculture will reimburse the District up to \$50,000 in grant funding. Grant funding is contingent upon the District providing a matching contribution of \$20,000 comprised of in-kind services and direct costs, which are available in the District's Operating Budget.

Background:

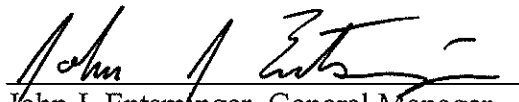
More than 160 schools within Southern Nevada have installed school gardens. Many other schools would like to install and use gardens but limited resources, especially the expertise to garden in Southern Nevada's desert environment, prevent them from doing so.

The Healthy, Hunger-Free Kids Act of 2010 established the Farm-to-School Program to improve access to healthy, locally-grown foods in eligible schools. In October 2017, the United States Department of Agriculture announced grant funding for projects that increase the availability of local foods in schools by creating or expanding a farm-to-school program.

The District, as owner and operator of the Springs Preserve, submitted a grant application to expand the reach of the Springs Preserve's Teaching Garden and to further support the Clark County School District's farm-to-school initiatives by creating a series of instructional gardening videos that will be provided to local schools free of charge. These videos will provide the schools with the technical support needed to properly maintain their gardens, to provide student instruction, and to allow schools to take full advantage of their garden's potential benefits, such as harvesting crops for utilization in school cafeterias. The Board is being asked to ratify the approval of the grant agreement, which includes the provisions necessary for the District to obtain federal funding.

This cooperative 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:

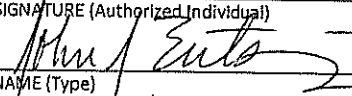
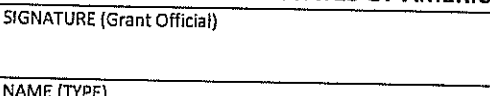


John J. Entsminger, General Manager

JJE:JAW:AMB:BLB:KH:kf

Attachment

AGENDA ITEM #	4
------------------	---

UNITED STATES DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE		1. GRANT/AGREEMENT NO CN-F25-18-F25-NV		2. FEDERAL AWARD DATE 06/21/2018	
GRANT/COOPERATIVE AGREEMENT		3. IS THIS AN R&D AWARD? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		5. UNIVERSAL IDENTIFIER NUMBER (DUNS) 0416708290000	
		4. CFDA NUMBER 10.575		6. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	
		7. FEDERAL AWARING AGENCY Carla Garcia USDA Food and Nutrition Service		8. CFDA NAME Farm to School Program	
9. RECIPIENT NAME Las Vegas Valley Water District 1001 S. Valley View Boulevard Las Vegas, NV 89107-4447		10. ACCOUNTING AND APPROPRIATION DATA FN.CN.3132.01.0100/FN0083539D			
		11. AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$50,000.00		12. TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED \$50,000.00	
		13. TOTAL AMOUNT OF THE FEDERAL AWARD \$50,000.00			
14. PLACE OF PERFORMANCE NV: Nevada		15. BUDGET APPROVED BY AWARING AGENCY \$70,000.00			
		16. TOTAL APPROVED COST SHARING/MATCHING (WHERE APPLICABLE) \$20,000.00		17. INDIRECT COST RATE FOR THE FEDERAL AWARD (PLEASE INCLUDE IF THE DE MINIMIS RATE IS CHARGED) 0%	
18. MAIL REQUESTS FOR REIMBURSEMENT TO Payments made via ASAP Letter of Credit		19. SPONSOR(SPONSORING FNS PROGRAM) Mieka Sanderson Farm to School Training Grants			
		20. START DATE 06/25/2018		21. END DATE 06/30/2019	
22. FEDERAL AWARD PROJECT DESCRIPTION School Gardens Training Videos					
The Grantee/Cooperator hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements as they relate to the applications, acceptance, and use of Federal funds for this Federally-assisted project including: 2 CFR Chapter I (Office of Management and Budget Government-wide Guidance for Grants and Agreements) and Chapter II (Office of Management and Budget Guidance) as well as 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and any USDA implementing regulations, such as 2 CFR Part 400 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 2 CFR Part 415 (General Program Administrative Regulations), 2 CFR Part 416 (General Program Administrative Regulations for Grants and					
23. REMARKS					
SIGNATURE OF GRANTEE/COOPERATOR			UNITED STATES OF AMERICA		
SIGNATURE (Authorized Individual) 		DATE 6.26.18		SIGNATURE (Grant Official) 	
NAME (Type) John J. Entsminger		NAME (TYPE) Lael J. Lubing			
TITLE General Manager		TITLE Director, Grants & Fiscal Policy Division			
TELEPHONE NUMBER (702) 875-7080		TELEPHONE NUMBER 703-305-2048			

FNS 529 (05-15)

Las Vegas Valley Water District

Approved as to form:

By: 

Date: 6/25/18

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

Effective August 1, 2016, all new grant awards, as well as amendments to existing USDA Food and Nutrition grants, are subject to the following Standard Terms and Conditions.

The USDA Food and Nutrition Service (hereinafter referred to as “Agency”) awards funding to the Grantee (hereinafter referred to as “Recipient”). By acceptance of this award, the Recipient agrees to comply with the terms and conditions of the award listed below.

The Recipient will conduct the project as described in its submission of the Standard Form 424, 424A, proposal, and budget narrative, including any subsequent revisions, amendments and/or clarifications.

Important information regarding the award, including the Agency contact and CFDA number, is contained on the Grant/Cooperative Agreement Form FNS-529.

STANDARD TERMS OF THE AWARD

- 1. Funding:** The Agency will provide funds to the Grantee in the amount stated on the Grant/Cooperative Agreement Form FNS-529, Box 11, and as specified in the grant award letter, for use in accordance with this agreement. Funds will be provided at the Agency’s discretion through the Letter of Credit, Reimbursement, or in advance of need, upon receipt of a properly executed Grant/Agreement Form FNS-529.
- 2. Performance Period:** The period of performance for this project is listed on the Grant/Cooperative Agreement Form FNS-529, Box 20 and 21. The recipient may only incur allowable costs during the period of performance. Any costs incurred prior to the period of performance must be approved in writing by the Agency.

All funds must be obligated and all program activities under the agreement (other than activities related to the close out of the agreement) must be completed by the Expiration Date listed on the Grant/Cooperative Agreement Form FNS-529, Box 21. The closeout of the agreement must occur within 90 days of the expiration date, and all obligations incurred under the agreement must be liquidated by this date.

- 3. Amendments/Revisions and Budget Changes:** The Recipient may request an amendment or revision to the agreement, including the proposal, in writing at any time during the duration of the agreement. Prior approval is required for any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision), changes in key personnel, such as the project director, disengagement from the project for more than three months (or a 25 percent reduction in time devoted to the

.

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

project) by the project director, transfer of funds budgeted for participant support costs, the subawarding, transferring or contracting any work (unless approved in the submitted application package) or changes to budget line cost/expenditure. All amendments or revision must be submitted in writing to the Agency Contact listed on the Grant/Cooperative Agreement Form FNS-529, box 7.

The Recipient may transfer costs within the approved direct cost categories to meet unanticipated requirements. However, as required in 2 CFR 200.308(e) the Agency requires that prior approval be obtained for any budget revision that involves a shift of funds among line-items in excess of 10% of the total approved grant budget. Such revisions must be submitted in writing with a revised budget in the same format as the original budget. All other requirements within 2 CFR 200.308 shall also apply.

The Recipient must include justification with any proposed amendment/revision and budget changes. All requests for changes must be made at least 10 days before the end of the grant period. Any request received after this time will not be considered.

4. **Non-agreement funds:** The Recipient may seek and apply for funds from other sources in support of the mission of the agreement.

REPORTING

5. **Quarterly Progress Reports:** Progress reports must be sent to the Agency 30 days following the end of each quarterly period. These reports should cover the preceding quarterly period of activity. A final report identifying the accomplishments and results of the project is due 90 days after the end date of this Agreement. At a minimum, progress reports should include the following information:
- A narrative description of project progress, tasks completed, and roadblocks or problems;
 - Reasons why goals and objectives were not met, if appropriate, particularly at predefined go/no-go decision points, and justification of decision to proceed;
 - Discuss the budget impact and/or costs associated within this reporting period;
 - List key activities planned for the next report period;
 - Findings or activities which may require changes in schedule, accomplishments, or costs, particularly those changes which may impact the grantee's ability to utilize grant funds within the specified time period;

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

- Other pertinent information including, when appropriate, analysis and explanation of cost overruns; and
- Any unique aspects that you would like to share.

The Recipient must report immediately any problems, delays, or adverse conditions that impair the Grantee's ability to meet the grant objectives. The notification must include information on action taken or contemplated in response to the problem.

All materials developed with funding from this Agreement must be submitted in an electronic format (preferably Microsoft Word).

6. The Recipient is strongly encouraged to submit the Quarterly Progress Report and associated documentation and attachments via electronic mail to the Grants Officer. If the Recipient wishes to send a hard copy, an original shall be sent to the address listed on the Grant/Cooperative Agreement Form FNS-529, box 7. Financial Status Reports: The Recipient is required to electronically enter the quarterly and final financial status report (SF-425) into the FNS, Food Programs Reporting System (FPRS). Detailed FPRS enrollment instructions are provided at: <https://fprs.fns.usda.gov/>. This report must be entered within 30 days after the close of each quarter. The Final Financial Report must be entered into FPRS within 90 days of the expiration of this agreement. This report must also be certified by the Recipient's chief fiscal officer or an officer of comparable rank.

REGULATORY AND STATUTORY REQUIREMENTS

7. **Office of Management and Budget (OMB) Guidance:** This Federal financial assistance award is subject to rules and regulations related to the Recipient's organizational entity type as noted below.

Government-wide Regulations

- 2 CFR Part 25: "Universal Identifier and System for Award Management"
- 2 CFR Part 170: "Reporting Sub-award and Executive Compensation Information"
- 2 CFR Part 175: "Award Term for Trafficking in Persons"
- 2 CFR Part 180: "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)"
- 2 CFR 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"

11

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

- 2 CFR 400: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 2 CFR Part 415: USDA “General Program Administrative Regulations”
- 2 CFR Part 416: USDA “General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments”
- 2 CFR Part 417: USDA “Non-Procurement Debarment and Suspension”
- 2 CFR Part 418 USDA “New Restrictions on Lobbying
- 2 CFR Part 421: USDA “Requirements for Drug-Free Workplace (Financial Assistance)”
- 7 CFR Part 3: “Debt Management”
- 41 U.S.C. Section 22 “Interest of Member of Congress”
- Privacy Act. The Cooperator/Grantee shall follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- Freedom of Information Act (FOIA). Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to the “Freedom of Information” regulation (5 U.S.C. 552)

PROPERTY STANDARDS

8. Insurance Coverage: The Recipient must provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds.

9. Intangible Property:

- a. The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under the award. The Agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use these materials for federal purposes and to authorize others to do so.

"Federal purposes" include the use of award products in activities or programs undertaken by the Federal Government, in response to a governmental request, or as otherwise required by federal law. However, the Federal Government's use of copyrighted materials is not intended to interfere with or disadvantage the recipient or assignee in the sale and distribution of the award product."

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

The Agency may request copies of an award product for not-for-profit use. These copies will be provided at the cost of reproduction and shipping, and no royalties or other fees will be charged.

- b. The Agency has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under an award; and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
 - c. In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Agency shall request, and the recipient shall provide within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Agency obtains the research data solely in response to a FOIA request, the Agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Agency, the recipient, and applicable sub-recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
 - d. Title to intangible property acquired under an award or sub-award vests upon acquisition in the Recipient. The Recipient shall use that property for the originally authorized purpose and shall not encumber the property without Agency approval. The Agency reserves the right to determine the disposition of the intangible property when it is no longer needed for the originally authorized purpose.
- 10. Federally-owned and exempt property:** Title to federally-owned property remains vested in the Federal entity. The grantee must submit annually an inventory listing of federally-owned property to the Agency. Upon completion of the project, or when the property is no longer needed, the recipient must contact the Agency for disposition instructions.
- 11. Equipment:** Equipment is defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The purchase of equipment not included in the approved project budget is

FOOD & NUTRITION SERVICE

STANDARD TERMS AND CONDITIONS

allowable only if it is specifically approved beforehand by the Agency and there is documentation to support that the purchase is necessary and reasonable to carry out project activities.

Equipment records must be maintained that include the description of the equipment, the serial number or other identification number, the source of equipment, the title holder, the acquisition date, the cost of the equipment, the location, use, and condition of the equipment, and any ultimate disposition data including the date of disposal and the sale price of the equipment. A physical inventory of the equipment must be taken and the results reconciled with the equipment records at least once every two years. The Recipient will share the results of this inventory. A Tangible Personal Property Report, SF-428, must be submitted at award close-out to report the status of the equipment, if requested.

The Recipient will follow the Agency's equipment disposition guidance and procedures. Disposition procedures will be provided by the Agency.

- 12. Sub-recipient compliance:** The Recipient will ensure that sub-recipients are in compliance with applicable Federal administrative requirements and cost principles. No funds shall be provided to an eligible collaborator or contractor before such an agreement is signed by all parties.

PROCUREMENT STANDARDS

The recipient will adhere to all procurement standards, including those listed below, if applicable, as found in 2 CFR 200.318 through 2 CFR 200.326. When procuring property and services under a Federal award, a State must follow the same policies and procedures used for procurements from its non-Federal funds. State recipients will comply with 2 CFR 200.322.

- 13. General procurement standards:** The non-Federal entity must use its own documented procurement procedures, which reflect applicable State and local laws and regulations provided that procurements conform to applicable Federal law and the standards identified in this section. The Recipient must maintain oversight over contractors to ensure performance in accordance with the terms, conditions and specifications of their contracts or purchase orders, including written performance standards of its employees engaged in the selection, award and administration of contracts. The non-Federal entity must award contracts only to responsible contractors

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

possessing the ability to perform successfully under the terms and conditions of a proposed procurement. In accordance with 2 CFR 200.318(j), the non-Federal entity may only use time and material type contracts after a determination that no other contract is suitable and if the contract includes a ceiling that the contractor exceeds at its own risk.

- 14. Competition:** All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 CFR 200.319.
- 15. Suspension/Debarment:** The Recipient agrees to ensure that all sub-recipients are neither excluded nor disqualified under the Suspension and Debarment rules found at 2 CFR Parts 180 and 417 by doing any one of the following:
- a. Checking the System for Awards Management (SAM) to determine if the applicant or grantee has been debarred or suspended. This information can be found at www.sam.gov.
 - b. Collecting a certification that the entity is neither excluded nor disqualified. Because a Federal certification form is no longer available, the Grantee or sub-Grantee electing this must devise its own.
 - c. Including a clause to this effect in the sub-recipient agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the Recipient or a sub-recipient within any agreements.
- 16. Nondiscrimination:** The Recipient will comply with the following nondiscrimination statutes and regulations, other related regulations and any USDA nondiscrimination directives:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- *et seq.*) and USDA regulations at 7 CFR Part 15, Nondiscrimination, an Department of Justice regulations at 28 CFR Part 42, Non discrimination; Equal Employment Opportunity: Policies And Procedures;
 - b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance;
 - c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 *et seq.*) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or

1. 2. 3.

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

Recipient will cooperate with any, as needed, on-site financial and/or technical reviews and audits at any time during the term of the agreement. In addition, the Grantee shall make all records pertaining to activities under the grant available for audit purposes.

The Recipient will require any sub-recipient or contractors to comply with the requirements of this agreement and ensure that the Agency has access to any sub-recipient or contractors for purposes of evaluating, monitoring or reviewing other operations or records as they relate to this grant. When entering into a sub-award, the Recipient shall ensure that the sub-recipient agreement contains any clause required by Federal Statute or Executive Order and their implementing regulations.

NONCOMPLIANCE AND TERMINATION

- 18. Noncompliance:** As provided in 2 CFR 200.338, the Agency may unilaterally terminate this grant agreement or recover, withhold, or disallow costs of up to 100 percent of the funds made available under the agreement if the Recipient fails to comply with any term of the agreement. **The Agency will consider failure to comply with the reporting requirements of this agreement to be a material failure to comply with the agreement and a basis for termination.** If the Agency decides to take action against the Recipient for noncompliance under this agreement, the Agency will provide the recipient written notice of the basis for its determination.

In the event that an award is suspended and corrective action is not taken within 90 days of the suspension effective date, the Agency may issue a notice of termination. No costs that are incurred during the suspension period or after the effective date of termination will be allowable, except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of the Agency, could not have been reasonably avoided.

Within 30 days of the termination date, the Recipient shall furnish to the Agency a summary of progress achieved under the award, an itemized accounting of charges incurred against award funds and cost sharing prior to the effective date of the suspension or termination, and a separate accounting and justification for any costs that may have been incurred after this date.

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

OTHER REQUIREMENTS

- 19. USDA/FNS acknowledgement:** Unless otherwise advised by the Agency, the Recipient will acknowledge the support of USDA FNS whenever publicizing the work under this grant. To this end, the Grantee must include in any publication resulting from work performed under this grant an acknowledgment in substantially the form set below:

“This project has been funded at least in part with Federal funds from the U.S. Department of Agriculture. The contents of this publication do not necessarily reflect the view or policies of the U.S. Department of Agriculture, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.”

- 20. Liabilities:** The Recipient may not seek any financial recourse from the Agency as a result of any liabilities the Recipient may incur for bodily injury or personal property damage resulting from negligent acts, errors, or omissions of the Recipient, their officers, agents or employees, or if applicable its sub-Recipients or their officers, agents, or employees, in performing this agreement. Liabilities of the United States are governed by the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*
- 21. Program Income:** Program income is money that is earned or received by a Recipient or a sub-Recipient from the activities supported by award funds or from products resulting from award activities. It includes, but is not limited to, income from fees for services performed and from the sale of items produced under an award; usage or rental fees for equipment or property acquired under an award; admission fees; broadcast or distribution rights; and license fees and royalties on patents and copyrights. The Federal share of program income is determined by the percentage of total project costs that are supported by the Agency.

Income Earned During the Award Period: The Federal share of program income earned during the award period shall be retained by the recipient and, unless the award specifies how such income will be used, the recipient must use it in the following way:

It may be added to the existing project funding to cover increased costs of the project.

A report of program income earned during the award period must be submitted with the final Federal Financial Report whenever program income is earned during the award period or when the terms and conditions of the award specifically require such a report. The report shall indicate the total amount of program income that was earned and how it was used.

FOOD & NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

If income is to be returned to the Agency, a check made payable to the Food and Nutrition Service (FNS) and identified as program income must be submitted to the Accounting Division at the following address:

USDA Food and Nutrition Service
ATTN: Accounting Division
P.O. Box 979027
St. Louis, MO 61397-9000

POST CLOSEOUT ADJUSTMENTS AND COLLECTIONS

- 22. Post-closeout adjustments:** The closeout of a Federal award does not affect:
- a. The right of the Agency to disallow costs and recover funds on the basis of an audit or later review;
 - b. The obligation of a non-Federal entity to return funds as a result of later cost adjustments;
 - c. Audits requirements;
 - d. Property management and disposition requirements; and
 - e. Record retention requirements.
- 23. Collections:** Any funds paid in excess of the amount in which the non-Federal entity is finally determined to be entitled will constitute a debt to the Federal Government. If these funds are not repaid within 90 days, the Agency may: make an administrative offset; withhold advance payments or take other necessary actions. In addition, interest will accrue on this overdue debt in accordance with the Federal Claims Collections Standards (31 CFR Parts 900 through 999).

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

August 7, 2018

Subject: Award of Bid	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 agreements between Badger Meter, Inc. and the District to purchase positive displacement water meters and parts for an amount not to exceed \$1,363,294, and between Elster AMCO Water, LLC and the District to purchase hydrant water meters for an amount not to exceed \$37,000. Both agreements are for a one-year term beginning on October 1, 2018, through September 30, 2019, with the option to renew for four additional one-year periods, and authorize a product price increase not to exceed 3 percent for each of the renewal terms if required. Staff also recommends a contingency increase of 5 percent for each term to cover increases in product consumption.	

Fiscal Impact:

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

Background:

Bid No. 2373-18 is for potable water meters and parts used for current and new development. Sealed bids were received and publicly opened on June 21, 2018. A tabulation of bids received is listed below:

LOT 1: POSITIVE DISPLACEMENT WATER METERS

Badger Meter, Inc.	\$1,363,294.00
Core & Main, LLC	\$1,456,468.00
Ferguson Enterprises	\$1,811,000.00
Elster AMCO Water, LLC	No Bid

LOT 2: HYDRANT WATER METERS

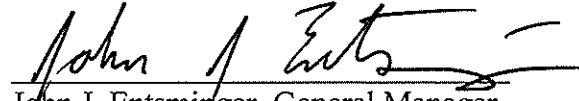
Elster AMCO Water, LLC	\$37,000.00
Badger Meter, Inc.	\$40,160.00
Ferguson Enterprises	\$42,250.00
Core & Main, LLC	\$46,893.00

The low responsive and responsible bidder as defined by NRS 332.065 for Lot 1: Positive Displacement Water Meters was Badger Meter, Inc., and for Lot 2: Hydrant Water Meters was Elster AMCO Water, LLC. The attached agreements provide for each company to accept and agree to all terms agreed to in the contract documents. Approval of this agenda item also authorizes staff to consider and approve future product price increases not to exceed 3 percent per term, and a contingency for consumption increases not to increase 5 percent annually. The term of this agreement is from October 1, 2018, through September 30, 2019, and may be renewed for up to four additional one-year terms.

Subject: Award of Bid
August 07, 2018
Page Two

This purchase is authorized pursuant to NRS 332.065 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 contract.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "John J. Entsminger", written over a horizontal line.

John J. Entsminger, General Manager
JJE:JAW:FJM:AMM:JHH:CC:JWC;jd
Attachments

AGREEMENT
BID NO. 2373-18
BLANKET PURCHASE ORDER NO. _____

THIS AGREEMENT, made and entered into, by and between the Las Vegas Valley Water District (Owner) and Elster AMCO Water Meter, LLC (Provider).

The Parties do mutually agree as follows:

1. Owner has awarded an Agreement to Provider pursuant to an administrative approval document signed by the General Manager.
2. Owner agrees to purchase and Provider agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents and throughout the term of the contract.
3. Provider certifies that Provider has read and understands every provision contained in the Contract Documents. Provider shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
4. For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner will pay 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 Provider for the performance of Work consist of the following (as applicable):
 - Contract Amendments
 - Bid Addenda
 - Technical Specifications
 - Special Conditions
 - General Conditions
 - Agreement
 - Bid Submission
 - General Provisions
 - Blanket Purchase Order No. _____

IN WITNESS WHEREOF, Provider has caused this agreement to be executed this ____ day of _____, 20__.

ELSTER AMCO WATER METER, LLC

By: Alex Watson

Name: Alex Watson

Title: General Manager

LAS VEGAS VALLEY WATER DISTRICT

By: _____

Name: John J. Entsminger

Title: General Manager

Las Vegas Valley Water District
Approved as to form:

By: John J. Entsminger Date: 7/17/18

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" 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 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: 0						
Corporate/Business Entity Name:		Elster AMCO Water, LLC				
(Include d.b.a., if applicable)						
Street Address:		10 SW 49th Avenue, Bldg. 100		Website: www.elsteramcowater.com		
City, State and Zip Code:		Ocala, FL 34474		POC Name: Kathie Manning, Bid&Proposals/Marketing Specialist		
				Email: Katherine.Manning@Honeywell.com		
Telephone No:		352-369-6517		Fax No: 352-368-1950		
Nevada Local Street Address:		N/A		Website: No in		
(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)
No individual holds a 5% or greater ownership or financial interest in Elster AMCO Water, LLC	N/A	N/A

This section is not required for publicly-traded corporations.

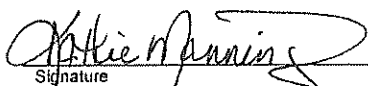
1. Are any individual members, partners, owners or principals, involved in the business entity, an Entity full-time employee(s), or appointed/elected official(s)?

☐ 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

Kathie Manning
Print Name

Bid & Proposals/Marketing Specialist
Title

June 20, 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:

- 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.

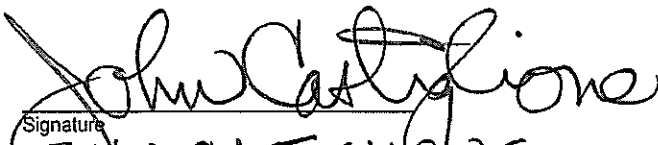
☒ No Disclosure

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
 JOHN CASTIGLIONE
 Print Name
 Authorized Department Representative

AGREEMENT
BID NO. 2373-18
BLANKET PURCHASE ORDER NO. _____

THIS AGREEMENT, made and entered into, by and between the Las Vegas Valley Water District (Owner) and Badger Meter, Inc. (Provider).

The Parties do mutually agree as follows:

1. Owner has awarded an Agreement to Provider pursuant to an administrative approval document signed by the General Manager.
2. Owner agrees to purchase and Provider agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents and throughout the term of the contract.
3. Provider certifies that Provider has read and understands every provision contained in the Contract Documents. Provider shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
4. For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner will pay 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 Provider for the performance of Work consist of the following (as applicable):
 - Contract Amendments
 - Bid Addenda
 - Technical Specifications
 - Special Conditions
 - General Conditions
 - Agreement
 - Bid Submission
 - General Provisions
 - Blanket Purchase Order No. _____

IN WITNESS WHEREOF, Provider has caused this agreement to be executed this ____ day of _____, 20__.

BADGER METER, INC.

By: 

Name: Charles D. Diery

Title: Assistant Secretary


LAS VEGAS VALLEY WATER DISTRICT

By: _____

Name: John J. Entsminger

Title: General Manager

Las Vegas Valley Water District
Approved as to form:

By:  Date: 7/12/18

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 checked="" 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 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: 0						
Corporate/Business Entity Name: Badger Meter, Inc.						
(Include d.b.a., if applicable)						
Street Address:		4545 W Brown Deer Rd		Website: www.badgermeter.com		
City, State and Zip Code:		Milwaukee, WI 53223		POC Name: Eric Foley		
				Email: efoley@badgermeter.com		
Telephone No:		360-791-4401		Fax No: 303-649-1017		
Nevada Local Street Address: (If different from above)				Website:		
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)
See attached Board of Directors List		

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.)

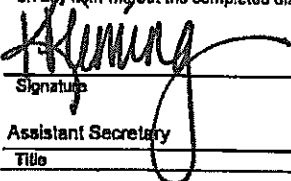
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an Entity full-time employee(s), or appointed/elected official(s)?

☐ 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
 Assistant Secretary
 Title

Korrine Fleming
 Print Name

June 20, 2018
 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A
(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:

John Castiglione
Signature

John Castiglione
Print Name
Authorized Department Representative



Badger Meter, Inc.
Corporate Officers
11/2/2017

Richard A. Meeusen	Chairman, President and Chief Executive Officer
Richard E. Johnson	Senior Vice President – Finance, CFO and Treasurer
Kenneth C. Bockhorst	Senior Vice President – Chief Operating Officer
Fred J. Begale	Vice President – Engineering
William R.A. Bergum	Vice President – General Counsel and Secretary
Gregory M. Gomez	Vice President – Business Development and Flow Instrumentation
Horst E. Gras	Vice President – International Operations
Trina L. Jashinsky	Vice President – Human Resources
Raymond G. Serdyski	Vice President – Manufacturing
Beverly L.P. Smiley	Vice President – Controller
Kimberly K. Stoll	Vice President – Sales and Marketing

Elected Non-Officers (Non-Section 16 Corporate Officers):

David A. Kutil	Assistant Controller	Assistant Controller
Dominic A. Cariello	Assistant Secretary	Gen. Mgr. – Racine, Tulsa and Scottsdale facilities
Joanne K. Crumer-Pascale	Assistant Treasurer	Accounting Manager
Charla D. Dury	Assistant Secretary	Bids Specialist – Bid & Contract Administration
Christie L. Collins	Assistant Secretary	Sr. Project Manager – Bid & Contract Administration
Frank J. Fenton	Assistant Secretary	Director – Utility Sales
Korrine L. Fleming	Assistant Secretary	Supervisor – Bid & Contract Administration
Nathaniel R. Hawley	Assistant Secretary	Director – Distribution Operations
Rebecca L. Loomans	Assistant Secretary	Sr. Project Manager – Bid & Contract Administration
Pamela G. Stokke-Ceci	Assistant Secretary	Assistant General Counsel and Director
Dawn M. O'Neill	Assistant Secretary	Investor Relations Manager

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Mary Ann McCoshen, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

BADGER METER, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is March 9, 1905.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on January 17, 2017.

A handwritten signature in black ink, reading 'Mary Ann McCoshen'.

MARY ANN MCCOSHEN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfl.org/apps/ccs/verify/>

Enter this code: **192892-7568B93E**



Certificate of Registration

This certifies that the Quality Management System of

Badger Meter, Inc

4545 W. Brown Deer Rd
Milwaukee, Wisconsin, 53223, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 9001:2015

Scope of Registration:

Designer and Manufacturer of Flow Measurement Products and instrumentation for worldwide industrial and water utility markets



Certificate Number: C0332774-IS2
Certificate Issue Date: 31-OCT-2017
Registration Date: 12-DEC-2015
Expiration Date *: 10-DEC-2018

Carl Blazik,
Director, Technical
Operations & Business Units,
NSF-ISR, Ltd.

NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

Authorized Registration and/or Accreditation Marks. This certificate is property of NSF-ISR and must be returned upon request.
*Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at www.nsf-isr.org



October 27, 2016

Mr. Terry Kluge
Badger Meter, Inc.
P.O. Box 245036
Milwaukee, WI 53224-9536

RE: Compliance with NSF/ANSI 61, Annex F

Dear Mr. Kluge,

NSF International has reviewed the latest lead extraction results for the following Badger Meter Inc. products. All are currently Certified by NSF to NSF/ANSI Standard 61 and NSF/ANSI Standard 372. We have found that these results comply with the reduced lead extraction criterion that was adopted by Annex F which took effect on July 1, 2012. Please note that Annex F has been retired and is now inclusive as normative requirements for NSF/ANSI Standard 61.

Water Meters

Combo-01	8"
Compound Series LL-NS	2" - 6"
E-Series® Electromagnetic Meter	2"
E-Series® Ultrasonic Meter	1/2" - 1-1/4"
E-Series® Ultrasonic Meter	1-1/2" - 2"
E-Series® Ultrasonic Plus	5/8" - 3/4"
E-Series® Ultrasonic Plus	5/8" - 3/4"
FSAA-01	4" - 10" x 12"
FSMA-01	3" - 10"
M120 LL	1 1/2" x 13"
M120 LL	1 1/2" x 12 5/8"
M170 LL	2" x 15 1/4"
M170 LL	2" x 17"
M25 LL	5/8" x 3/4" x 7 1/2"
M25 LL	5/8" x 7 1/2"
M25 PN	5/8" x 7 1/2"
M25 PN	3/4" x 9"
M25 PN	5/8" x 3/4" x 7 1/2"
M35 LL	3/4" x 7 1/2"
M35 LL	3/4" x 9"
M40 PN	1" x 10 3/4"
M40 PN	1" x 10 1/4"
M55 LL	1" x 10 3/4"



M70 LL	1" x 10 3/4"
MagnetoFlow® 7500P	1/2" - 4"
MagnetoFlow® Flanged	1/2" - 54"
MagnetoFlow® Mag Meter 7500P	1/2" - 4"
MagnetoFlow® Mag Meter Flanged	1/2" - 54"
MagnetoFlow® Mag Meter Wafer	1" - 4"
MagnetoFlow® Wafer	1" - 4"
MLP LL	5/8" x 3/4" x 7 1/2"
MLP LL	5/8" x 7 1/2"
M-Series® M1000 Flanged	1/2" - 8"
M-Series® M5000 Flanged	1/2" - 24"
M-Series® Mag Meter M1000 Flanged	1/2" - 8"
M-Series® Mag Meter M5000 Flanged	1/2" - 24"
M-Series® Mag Meter Model M2000 Flanged	1/2" - 54"
M-Series® Mag Meter Model M3000	1/2" - 24"
M-Series® Mag Meter Model M4000	1/2" - 12"
M-Series® Model M2000 Flanged	1/2" - 54"
M-Series® Model M3000	1/2" - 24"
M-Series® Model M4000	1/2" - 12"
Turbo Series LL-NS (with Integral Strainer)	1 1/2" - 4"
Turbo Series LL-NS	1 1/2" - 10"

Strainers

Badger® Steel Plate Strainers	8" - 20"
Plate Strainer LL-NS	2" - 6"

Couplings

Epoxy Coated 57335 Spool Assembly	>= 2"
-----------------------------------	-------

Please feel free to contact me directly if you have any questions or concerns.

Sincerely,

Cortney Scruggs
Senior Account Manager
Water Systems - Municipal Water Products Division
NSF International
Phone: 734-769-5181
Email: cscruggs@nsf.org

cc. Corporate file 04680