



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

**REGULAR MEETING**  
**9:00 A.M. – FEBRUARY 2, 2021**

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

**Board of Directors**  
Marilyn Kirkpatrick, President  
Jim Gibson, Vice President  
Justin Jones  
William McCurdy II  
Ross Miller  
Michael Naft  
Tick Segerblom

*John J. Entsminger,*  
*General Manager*

Date Posted: January 26, 2021

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) 258-3277 at least 24 hours prior to the meeting.

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

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

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

**SOUTHERN NEVADA WATER AUTHORITY**  
**100 CITY PARKWAY, SUITE 700**  
**LAS VEGAS, NEVADA**

**REGIONAL JUSTICE CENTER**  
**200 LEWIS AVENUE**  
**LAS VEGAS, NEVADA**

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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.lvvwd.com/lvvwd-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) 258-3277 or [agendas@lvvwd.com](mailto:agendas@lvvwd.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 the 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. Public comment can also be provided in advance of the meeting and submitted to [publiccomment@lvvwd.com](mailto:publiccomment@lvvwd.com).

**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 January 4, 2021.

**CONSENT AGENDA Items 2 - 4 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, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the California Street Complete Street Project.
3. *For Possible Action:* Approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Historic Westside Legacy Park Project.
4. *For Possible Action:* Approve and authorize the General Manager to sign Change Order No. 4 to the Contract with Sunrise Paving, Inc., for pavement replacement services for a Contract price increase of \$395,593.

**BUSINESS AGENDA**

5. *For Possible Action:* Adopt a resolution concerning the refinancing of water projects; making a finding that no increase in an ad valorem tax is anticipated with respect to the issuance of General Obligation (Limited Tax)(Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021C, in the maximum aggregate principal amount of \$257,610,000; and requesting the Clark County Debt Management Commission to approve the finding.

**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  
JANUARY 4, 2021  
MINUTES**

CALL TO ORDER 9:19 a.m., Commission Chambers, Clark County Government Center,  
500 South Grand Central Parkway, Las Vegas, Nevada

DIRECTORS PRESENT: Marilyn Kirkpatrick, President  
Jim Gibson, Vice President  
Justin Jones  
William McCurdy II  
Ross Miller  
Michael Naft  
Tick Segerblom

STAFF PRESENT John Entsminger and Greg Walch

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

**COMMENTS BY THE GENERAL PUBLIC**

*For full public comment, visit [www.lvwwd.com/apps/agenda/lvwwd/index.cfm](http://www.lvwwd.com/apps/agenda/lvwwd/index.cfm)*

There were no speakers.

**ITEM NO.**

**1. Approval of Agenda & Minutes**

FINAL ACTION: A motion was made by Vice President Gibson to approve the agenda and the minutes from the regular meeting of December 1, 2020. The motion was approved.

**2. Select a President and Vice President for calendar year 2021**

FINAL ACTION: A motion was made by Director Jones to retain Marilyn Kirkpatrick as President and Jim Gibson as Vice President. The motion was approved.

**CONSENT AGENDA** Items 3 – 6 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

- 3. Approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between Clark County and the District for installation of water facilities for the Whitney Park Aquatic Center and Splash Pad Project.**
- 4. Approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between Clark County and the District for installation of water facilities for the Fire Station No. 39 Project.**
- 5. Approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between Clark County and the District for installation of water facilities for the Hollywood Regional Park Expansion (Phase I) Project.**
- 6. Approve a resolution appointing the Secretary and Treasurer of the Las Vegas Valley Water District and repealing and amending prior officer appointments.**

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

**BUSINESS AGENDA**

**7. Select three directors to serve on the District's Retirement Plan Subcommittee.**

FINAL ACTION: A motion was made by Vice President Gibson to retain Marilyn Kirkpatrick, Jim Gibson and Justin Jones as members serving on the District's Retirement Plan Subcommittee. The motion was approved.

**8. Award a contract for pipe replacements within Atlantic Street, Bourbon Way and Cameron Street to Tand, Inc., for the amount of \$2,646,500, authorize a change order contingency amount not to exceed \$260,000, and authorize the General Manager to sign the construction agreement.**

FINAL ACTION: A motion was made by Vice President Gibson to award the contract. The motion was approved.

**9. Adopt the 2021A SNWA Refunding Bond Resolution, providing for the issuance of the District's General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021A, in the maximum aggregate principal amount of \$184,490,000, in order to refinance outstanding bonds for the District additionally secured by SNWA pledged revenues.**

John Enstminger, General Manager, stated that these refunding resolutions will save ratepayers approximately \$36 million, and have saved more than \$300 million since 2016.

FINAL ACTION: A motion was made by Vice President Gibson to adopt the resolution. The motion was approved.

**10. Adopt the 2021B LVVWD Refunding Bond Resolution, providing for the issuance of the District's General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Refunding Bonds, Series 2021B, in the maximum principal amount of \$40,535,000, in order to refinance outstanding District bonds.**

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

**COMMENTS BY THE GENERAL PUBLIC**

Shaundell Newsome, Chairman of the Board of Directors for the Urban Chamber of Commerce, spoke about the need for small business assistance and the distribution of funds from CARES Act funding to small businesses.

**Adjournment**

There being no further business to come before the board, the meeting adjourned at 9:32 a.m.

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**

February 2, 2021

**Subject:**

Agreement

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the California Street Complete Street 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 1½-inch irrigation meter with one 1½-inch reduced pressure principle assembly for landscape irrigation at the project known as California Street Complete Street, Project No. 137048 (Project). This Project is located on California Street, between Commerce Street and 3<sup>rd</sup> Street, as generally shown on Attachment A.

If approved, the attached Agreement No. 137048-A provides the terms and conditions for the installation of the 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:DJR:MAD:ND:DO:kap

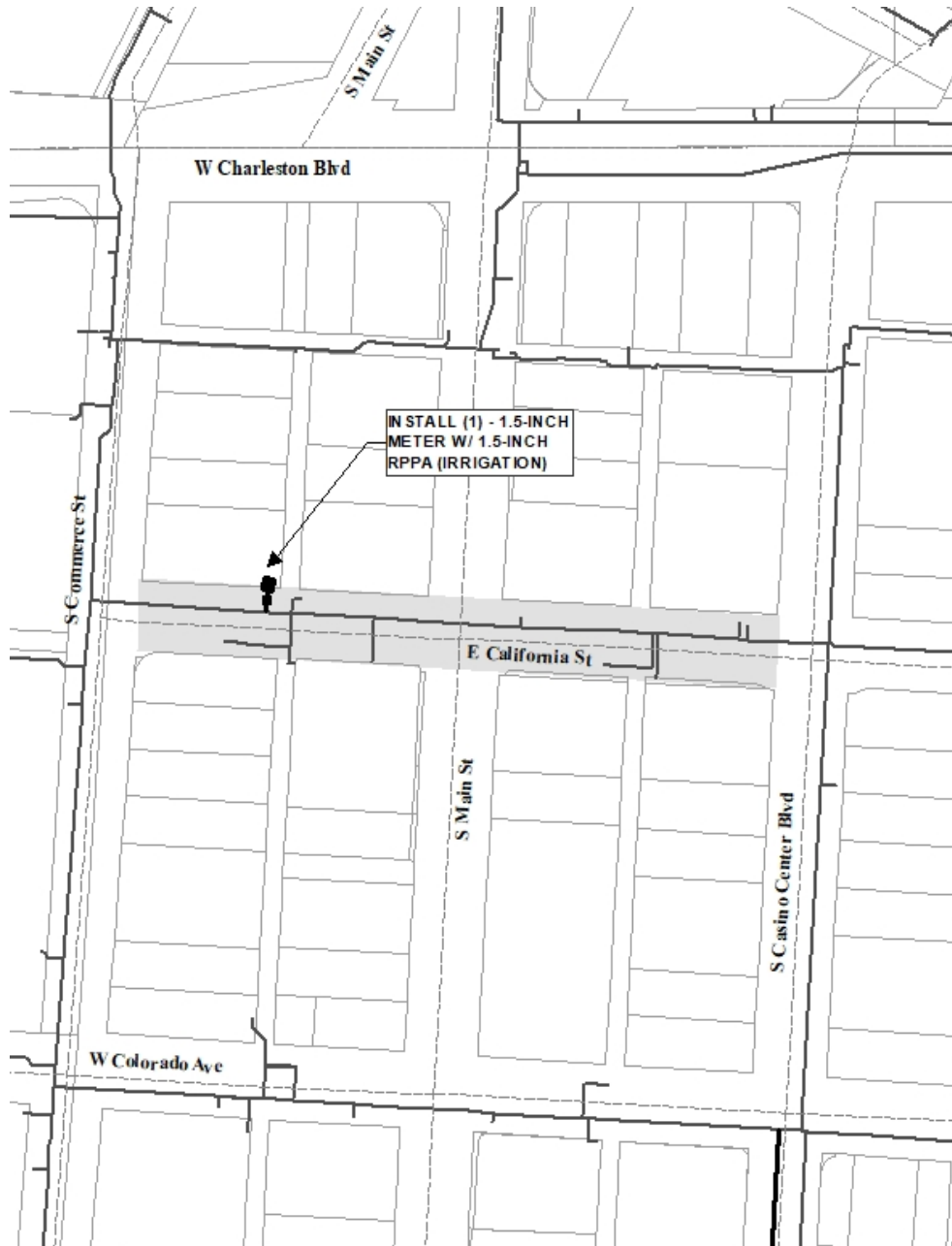
Attachments

AGENDA  
ITEM #

2

## ATTACHMENT A

### City of Las Vegas California Street Complete Street Project LVVWD Project No. 137048



**INTERLOCAL AGREEMENT FOR  
CITY OF LAS VEGAS  
CALIFORNIA STREET COMPLETE STREET PROJECT**

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 existing street Improvements, generally located on California Street, between Commerce Street and 3<sup>rd</sup> Street, and is desirous of receiving potable water from the DISTRICT, further referenced as Clark County Assessor's Parcel Number 162-03-199-001, and has made application for an irrigation water service to said project; and

WHEREAS, the CITY is engaged in the construction of existing street improvements, 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 an irrigation service on California Street, between Commerce Street and 3<sup>rd</sup> Street, further referenced as Clark County Assessor Parcel Number 162-03-199-001. 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:

**CALIFORNIA STREET COMPLETE STREET PROJECT**  
Utility Plans

- 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:

John S. Ridilla 12/23/2020  
Deputy City Attorney

John S. Ridilla  
Deputy City Attorney

Gregory J. Walch 12/21/2020 for  
Gregory J. Walch, General Counsel  
Las Vegas Valley Water District

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

February 2, 2021

**Subject:**

Agreement

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Historic Westside Legacy Park Project.

**Fiscal Impact:**

None by approval of the above recommendation.

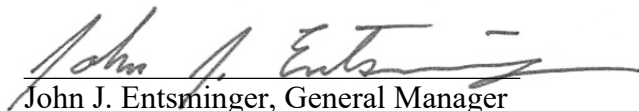
**Background:**

The City of Las Vegas (City) has submitted plans to the District for the installation of one 1-inch domestic meter with one 1-inch reduced pressure principle assembly for landscape irrigation, at the project known as Historic Westside Legacy Park, Project No. 138818 (Project). This Project is located on Mount Mariah Drive, west of Martin Luther King Boulevard and south of Lake Mead Boulevard, as generally shown on Attachment A.

If approved, the attached Agreement No. 138818-A provides the terms and conditions for the installation of the 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:DJR:MAD:ND:DO:kap

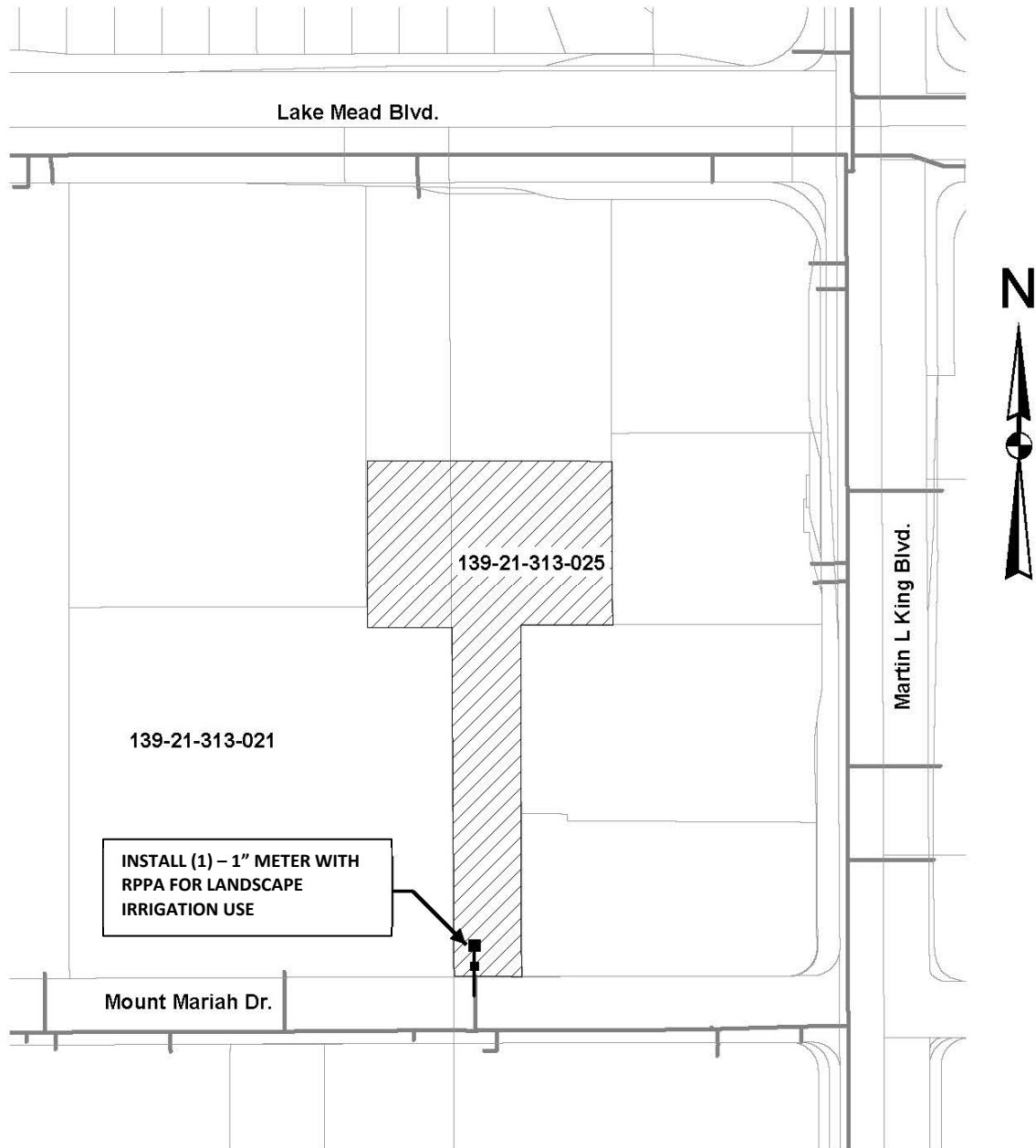
Attachments

AGENDA  
ITEM #

3

ATTACHMENT A

CITY OF LAS VEGAS  
HISTORIC WESTSIDE LEGACY PARK  
LVVWD PROJECT No. 138818



**INTERLOCAL AGREEMENT FOR  
CITY OF LAS VEGAS  
HISTORIC WESTSIDE LEGACY PARK**

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 the development of a park, generally located on Mount Mariah Drive, west of Martin L. King Boulevard, and south of Lake Mead Boulevard, and is desirous of receiving potable water from the DISTRICT, further referenced as Clark County Assessor's Parcel Number 139-21-313-025, and a portion of 139-21-313-021, and has made application for water service to said project; and

WHEREAS, the CITY is engaged in the construction of park, 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 community park on Mount Mariah Drive, west of Martin L. King Boulevard, further referenced as Clark County Assessor Parcel Number 139-21-313-025, and portion of 139-21-313-021. 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:

**HISTORIC WESTSIDE LEGACY PARK**  
Utility Plans

- 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:

John S. Ridilla 12/23/2020  
Deputy City Attorney

John S. Ridilla  
Deputy City Attorney

Gregory J. Walch 12/16/2020 for  
Gregory J. Walch, General Counsel  
Las Vegas Valley Water District

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

February 2, 2021

**Subject:**

Change Order

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the General Manager to sign Change Order No. 4 to the Contract with Sunrise Paving, Inc., for pavement replacement services for a Contract price increase of \$395,593.

**Fiscal Impact:**

The requested \$395,593 is available in the District's Capital Budget.

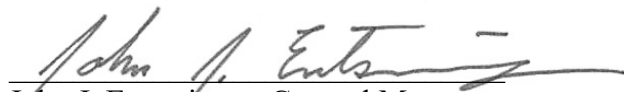
**Background:**

On July 31, 2019, the District awarded Contract No. L0129, Pavement Replacement Services, Residential Pavement Replacement, Phase V (Contract) under VAT L\_2328 to Sunrise Paving, Inc., in accordance with Resolution No. 2006-02. This Contract is for the replacement of permanent pavement and concrete appurtenances at locations within easements or rights-of-way defined by individual work orders and was approved for an annual amount of \$834,550, with an option to renew for up to two one-year renewals. In addition, a change order contingency amount of \$80,000 was approved to be used in accordance with Resolution No. 9-97. To date, three change orders have been completed for an aggregate amount of \$39,768, with no extension of the contract time.

If approved, Change Order No. 4 will modify the Contract documents to adjust the quantity of unit price items to match the actual work performed and increase the Contract price by \$395,593 for a total amount not to exceed \$2,939,011, which includes all three terms and all four change orders. Change Order No. 4 requires Board approval as the requested increase exceeds the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

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

Respectfully submitted:



John J. Entsminger, General Manager

JJE:DJR:PJJ:SO:MTD:MJL:evw

Attachments

AGENDA  
ITEM #

4

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<b>Business Designation Group (Please select all that apply)</b>						
<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
<b>Number of Clark County Nevada Residents Employed:</b> 60						
<b>Corporate/Business Entity Name:</b> Sunrise Paving, Inc.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		5580 S. Fort Apache Rd. #120		<b>Website:</b>		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89148		<b>POC Name:</b> Robert Wadsworth		
				<b>Email:</b> robert_wads@yahoo.com		
<b>Telephone No:</b>		702-451-3309		<b>Fax No:</b> 702-451-2760		
<b>Nevada Local Street Address:</b>		SAME		<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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)
Glenn Robert Warren	President	100%

**This section is not required for publicly-traded corporations.**

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

official(s)?

☐ Yes

☒ No

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

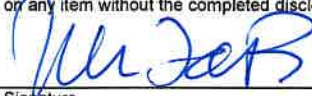
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an Entity full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

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

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

 Signature	Vera LaPorte Print Name
Office Manager	12/22/2020 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

\* 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

shannon ono

Print Name

Authorized Department Representative



# LAS VEGAS VALLEY WATER DISTRICT™

Contract Number: L0129.2, Construction - Large -Sunrise Paving, Inc.-L0129.2  
Construction Project Commitment Change Order: #8

## Contractor

**Contractor:** Sunrise Paving, Inc.  
**Company Address:** 5562 Mountain Vista St  
Las Vegas, NV 89120

## PCO Item Details

PCO No	Change Description	Change Amount
CPCO - 7	Final Quantities adjustment for bid items	395592.66
Total Change Amount		\$395,592.66
Total Contract Duration Change (Days)		0

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

This Change Order, executed by the Owner and the Contractor, shall constitute a full and final settlement of any and all claims by Contractor for time extensions and/or additional cost arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. L0129.2 remain unchanged.

## ACCEPTANCE BY CONTRACTOR

**By:** Vera LaPorte

**Date:** 12.22.2020

## AUTHORIZED BY OWNER:

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

John J. Entsminger, General Manager – LVVWD

## Attachments:

**Prepared By:** Langen, Michael

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

February 2, 2021

**Subject:**

2021C DMC Request Resolution

**Petitioner:**

E. Kevin Bethel, Chief Financial Officer

**Recommendations:**

That the Board of Directors adopt a resolution concerning the refinancing of water projects; making a finding that no increase in an ad valorem tax is anticipated with respect to the issuance of General Obligation (Limited Tax)(Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021C, in the maximum aggregate principal amount of \$257,610,000; and requesting the Clark County Debt Management Commission to approve the finding.

**Fiscal Impact:**

The debt service costs will be paid by the Southern Nevada Water Authority.

**Background:**

On July 1, 1996, the Southern Nevada Water Authority (Authority) and Las Vegas Valley Water District (District) entered into the Master Bond Repayment Agreement (MBRA). The MBRA authorizes the District to issue general obligation bonds for the benefit of the Authority. The proceeds may be used to fund capital expenditures or refund outstanding debt issued under the MBRA. The MBRA requires the Authority to pay the costs of debt issued under the MBRA.

On March 10, 2004, under the MBRA, the District began a Tax-Exempt Commercial Paper program (TECP) for the Authority, authorizing up to \$400 million in general obligation commercial paper notes additionally secured by SNWA pledged revenues (Notes). Proceeds from the sale of the Notes were used to fund capital expenditures of the Authority. The Notes have a maturity date from one to 270 days after issuance. Each time the Notes are issued, the interest rate of the Notes can change to reflect market conditions at the time of issuance.

On March 3, 2020, the District refunded \$150 million of the \$400 million outstanding TECP Notes with fixed rate bonds. Approximately \$250 million of the TECP Notes remain outstanding and are supported by a credit facility provided by Sumitomo Mitsui Banking Corporation, which will expire on April 2, 2021.

On January 21, 2021, the Authority adopted a resolution requesting the District to refinance the remaining TECP under the MBRA with General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021C, in the maximum aggregate amount of \$257,610,000. Similar to the refunding in March 2020 of \$150 million of the Notes, the remaining portion of the Notes will be refunded with fixed rate debt, thus removing future interest rate risk.

For new money bonds, the District's Board of Directors (Board) adopts a finding, and the Clark County Debt Management Commission (DMC) approves that finding, that the pledged revenues are sufficient to pay debt service on the bonds and that no increase in the rate of an ad valorem tax is necessary for payment of the bonds during the term thereof. Such a finding exempts the bonds from abatement in the event a tax levy is ever needed to pay the bonds.

For refunding bonds, it is not clear that the refunding bonds would also be exempt from abatement unless the Board makes the same finding, and the DMC approves the finding pursuant to NRS 361.4727(3)(b)(2). Therefore, the attached resolution for the 2021C Bonds makes the required finding and, if approved, will be submitted to the DMC for consideration and approval on February 4, 2021. If approved by the DMC, the Board may consider a separate resolution authorizing the issuance of the refunding bonds at its meeting on March 2, 2021.

This resolution is being entered into pursuant to NRS 361.4727(3)(b), and Section 1(10) 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 resolution.

Respectfully submitted:

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

John J. Entsminger, General Manager

JJE:EKB:RS:MC:kn

Attachment



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Summary - a resolution making a finding and requesting the Clark County Debt Management Commission to approve the Board's finding regarding the issuance of general obligation refunding bonds additionally secured by SNWA pledged revenues.

### **RESOLUTION**

**A RESOLUTION CONCERNING THE REFINANCING OF WATER PROJECTS; MAKING A FINDING THAT NO INCREASE IN AN AD VALOREM TAX IS ANTICIPATED WITH RESPECT TO THE ISSUANCE OF GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY SNWA PLEDGED REVENUES) WATER REFUNDING BONDS; REQUESTING THE CLARK COUNTY DEBT MANAGEMENT COMMISSION TO APPROVE THE FINDING; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.**

**WHEREAS**, the Las Vegas Valley Water District (the "District"), in the County of Clark and the State of Nevada, is now organized and operating under the provisions of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947, as amended (the "Project Act"), and is authorized, on behalf of the Southern Nevada Water Authority (the "Authority") and in the name of the District, to issue general obligations of the District which are additionally secured by certain revenues as set forth in the Project Act for the purpose of refinancing the cost of acquiring and constructing improvements for water projects for the Authority, as set forth in Chapter 631, Statutes of Nevada 1993, as amended; and

**WHEREAS**, the District has previously issued its General Obligation (Limited Tax) Water Commercial Paper Notes (SNWA Revenue Supported), Series 2004A (the "Notes"), at the request of the Authority; and

**WHEREAS**, in order to modify the payment terms of the Notes and for other purposes permitted by NRS 350.684, including, without limitation, fixing the interest rate or rates with respect thereto and amortizing the principal thereof, the Board proposes to issue its Las Vegas Valley Water District, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2021C in the maximum aggregate principal amount of \$257,610,000 (collectively, the "Refunding Bonds") for the purpose of refinancing all or a portion of the outstanding Notes; and

**WHEREAS**, based on the revenue study presented to the Board, the revenues to be received by the District from the Authority will at least equal the amount necessary in each year

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for the payment of interest on and principal of the Refunding Bonds, and no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the Refunding Bonds for the term thereof (the "Finding"); and

**WHEREAS**, the Board proposes (subject to the approval of the Finding by the Clark County Debt Management Commission) to issue the Refunding Bonds; and

**WHEREAS**, subsection 3 of NRS 361.4727 provides, in relevant part, as follows:

"3. Except as otherwise provided in this subsection, any increase in the rate of an ad valorem tax authorized pursuant to this section must be included in the calculation of the partial abatements from taxation provided pursuant to NRS 361.4722, 361.4723 and 361.4724. An increase in the rate of an ad valorem tax authorized pursuant to this section is exempt from each partial abatement from taxation provided pursuant to NRS 361.4722, 361.4723 and 361.4724 if the obligations for which that increase is imposed are issued:

(a) Before July 1, 2005; or  
(b) On or after July 1, 2005, and, before the issuance of the obligations:

(1) The governing body of the taxing entity issuing the obligations makes a finding that no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the obligations during the term thereof; and

(2) The debt management commission of the county in which the taxing entity is located approves that finding."

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAS VEGAS VALLEY WATER DISTRICT:**

Section 1. Based on the revenue study presented to the Board, the Board hereby finds that no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the Refunding Bonds for the term thereof and requests that the Clark County Debt Management Commission (the "Commission") approve the Finding.

Section 2. All actions, proceedings, matters and things heretofore taken, had and done by the Board, and the officers thereof (not inconsistent with the provisions of this resolution) directed toward the issuance of the Refunding Bonds, be and the same hereby are, ratified, approved and confirmed.

Section 3. The Secretary be, and he hereby is, authorized and directed to notify immediately the Secretary of the Commission of the Finding and the Board's request to approve the Finding.

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Section 4. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 5. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 6. This resolution shall become effective and be in force immediately upon its adoption.

INTRODUCED, ADOPTED AND APPROVED on February 2, 2021.

[DISTRICT SEAL]

Attest:

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John J. Entsminger, Secretary  
Las Vegas Valley Water District

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Marilyn K. Kirkpatrick, President  
Las Vegas Valley Water District

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STATE OF NEVADA       )  
  )  
COUNTY OF CLARK       ) ss.  
  )  
LAS VEGAS VALLEY       )  
WATER DISTRICT        )#

#

I, John Entsminger, the duly chosen and qualified Secretary of the Las Vegas Valley Water District (the “District”), do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the Board of Directors of the District (the “Board”) on February 2, 2021.

2. The original of the resolution has been approved and authenticated by the signatures of the President of the District and the Board and myself as Secretary of the District and the Board, and sealed with the seal of the District, and has been recorded in the minute book of the Board kept for that purpose in my office which record has been duly signed by such officers and properly sealed.

3. All of the members of the Board present at the meeting voted on the passage of the resolution as follows:

Those Voting Aye:

Marilyn Kirkpatrick  
Jim Gibson  
Justin Jones  
Ross Miller  
William McCurdy, II  
Michael Naft  
Tick Segerblom

Those Voting Nay:

\_\_\_\_\_

Those Abstaining:

\_\_\_\_\_

Those Absent:

\_\_\_\_\_

4. All members of the Board were given due and proper notice of the meeting.

5. Pursuant to NRS 241.020, written notice of the meeting was given by 9:00 a.m. at least three working days before the meeting, including in the notice the time, place, location and agenda of the meeting:

(i) By giving a copy of the notice to each member of the Board;

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(ii) By posting a copy of the notice on the State of Nevada's website, the District's website, at the principal office of the Board, or if there is no principal office, at the building in which the meeting is to be held, and at least three other separate, prominent places within the jurisdiction of the Board, to wit:

- A. Las Vegas Valley Water District  
1001 South Valley View Blvd.  
Las Vegas, Nevada 89107;
- B. Clark County Government Center  
500 South Grand Central Parkway  
Las Vegas, Nevada 89155;
- C. Grant Sawyer State Office Building  
555 East Washington Avenue  
Las Vegas, Nevada 89101; and
- D. Regional Justice Center  
200 Lewis Avenue  
Las Vegas, Nevada 89101;

and

(iii) By giving a copy of the notice to each person, if any, who has requested notice of the meetings of the Board in accordance with the provisions of Chapter 241 of NRS.

6. A copy of the notice so given of the meeting of the Board is attached hereto as Exhibit A.

7. The revenue study presented to the Board which is referenced in the resolution is attached hereto as Exhibit B.

8. Upon request, the Board provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

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IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Las Vegas Valley Water District in Clark County, Nevada, this February 2, 2021.

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John J. Entsminger, Secretary  
Las Vegas Valley Water District

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## EXHIBIT A

(Attach Copy of Notice of Meeting)

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## EXHIBIT B

(Attach Copy of Revenue Study)



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**C. SNWA Pledged Revenues and Debt Service Requirements**

The SNWA must pay to the District (pursuant to the MBRA), and pay to the County and the State (as SNWA bondholders), an amount sufficient to pay the debt service on outstanding SNWA obligations secured by the SNWA Pledged Revenues. The following table illustrates the SNWA Pledged Revenues, which will equal the principal and interest on existing bonds and Series 2021C Bonds.

Existing and Proposed Annual Debt Service Requirements\*  
Southern Nevada Water Authority  
February 1, 2021

Fiscal Year Ending June 30,	SNWA Pledged Revenues	Existing SNWA Revenue Supported Bonds Debt Service (1)	Series 2021C Bonds Debt Service (2)	Total Existing & Proposed Debt Service	Coverage (times)
2021	\$ 150,919,194	\$ 144,647,339	\$ 6,271,855	\$ 150,919,194	1.00
2022	282,139,209	258,371,559	23,767,650	282,139,209	1.00
2023	282,078,556	258,311,456	23,767,100	282,078,556	1.00
2024	281,642,265	257,875,265	23,767,000	281,642,265	1.00
2025	272,150,165	248,383,265	23,766,900	272,150,165	1.00
2026	272,095,615	248,329,265	23,766,350	272,095,615	1.00
2027	264,882,615	241,117,715	23,764,900	264,882,615	1.00
2028	250,566,890	226,799,790	23,767,100	250,566,890	1.00
2029	215,415,215	191,647,865	23,767,350	215,415,215	1.00
2030	216,028,783	192,263,583	23,765,200	216,028,783	1.00
2031	193,941,350	170,176,150	23,765,200	193,941,350	1.00
2032	193,650,225	169,883,475	23,766,750	193,650,225	1.00
2033	192,715,025	168,950,775	23,764,250	192,715,025	1.00
2034	197,252,725	173,485,475	23,767,250	197,252,725	1.00
2035	156,946,225	156,946,225	0	156,946,225	1.00
2036	161,800,125	161,800,125	0	161,800,125	1.00
2037	161,794,163	161,794,163	0	161,794,163	1.00
2038	161,789,450	161,789,450	0	161,789,450	1.00
2039	161,412,450	161,412,450	0	161,412,450	1.00
2040	53,996,350	53,996,350	0	53,996,350	1.00
2041	53,993,000	53,993,000	0	53,993,000	1.00
2042	53,995,150	53,995,150	0	53,995,150	1.00
2043	30,387,750	30,387,750	0	30,387,750	1.00
2044	30,387,750	30,387,750	0	30,387,750	1.00
2045	30,390,250	30,390,250	0	30,390,250	1.00
2046	30,387,000	30,387,000	0	30,387,000	1.00
<b>TOTAL</b>	<b>\$ 4,352,757,495</b>	<b>\$ 4,037,522,640</b>	<b>\$ 315,234,855</b>	<b>\$ 4,352,757,495</b>	

\* Preliminary, subject to change.

(1) Combined debt service on the MBRA Parity Obligations and the SNWA Parity Obligations. Includes debt service on the 2021A Bonds which are anticipated to close on March 3, 2021. And, Reflects debt service on the Subordinate Lien Revenue Bond (Clean Renewable Energy), Series 2008 and state loans.

(2) Estimated, subject to change.

SOURCE: Compiled by the Municipal Advisors.