



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

**REGULAR MEETING**  
**9:00 A.M. – APRIL 5, 2022**

**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: March 29, 2022

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.lvvw.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@lvvw.com](mailto:agendas@lvvw.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@lvvw.com](mailto:publiccomment@lvvw.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 March 1, 2022.

**CONSENT AGENDA Items 2 - 7 are routine and can be taken in one motion unless a Director requests that an item be taken separately.**

2. *For Possible Action:* Approve and authorize the General Manager or his designee to sign Change Order No. 1 to the contract with Tand, Inc., for pipe replacements within Decatur Boulevard and Warm Springs Road for a time extension of the substantial and final completion dates by 176 calendar days.
3. *For Possible Action:* Approve and authorize the General Manager or his designee to sign Change Order No. 3 to the contract with Acme Underground, Inc., to install pipeline and appurtenances in Egan Crest Drive for a time extension of the substantial and final completion dates by 149 calendar days.
4. *For Possible Action:* Approve and authorize the General Manager or his designee to sign Change Order No. 7 to the contract with Lone Mountain Excavation & Utilities, LLC, to install pipeline and appurtenances in Shaumber Road and connect to the Egan Crest Drive pipeline for a time extension of the substantial and final completion dates by 149 calendar days.

## **AGENDA – LAS VEGAS VALLEY WATER DISTRICT – PAGE TWO – APRIL 5, 2022**

5. *For Possible Action:* Approve and authorize the General Manager or his designee to sign Change Order No. 1 to the contract with Monument Construction to install a hydraulic loading dock leveler at the existing loading dock for the Origen Building at the Springs Preserve for a time extension of the site access and final completion dates by 128 calendar days.
6. *For Possible Action:* Approve and authorize the General Manager to sign an amendment to the existing agreement between Tri-Pointe Homes Nevada, Inc., and the District to revise the temporary service provisions of the Alpine Ridge 3090 Zone North Pipeline.
7. *For Possible Action:* Approve and authorize the General Manager to sign the First Amended and Restated Interlocal Agreement between the Southern Nevada Water Authority and the District adding the purchase of energy from the Boulder Flats solar photovoltaic facility and the reporting of Portfolio Energy Credits.

### **BUSINESS AGENDA**

8. *For Possible Action:* Receive a water resources update and adopt changes to the Service Rules, including a prohibition on water service to customers who use any portion of water served by the District for spray irrigation or turfgrass areas in new development, except at schools, parks, and cemeteries, and the incorporation of the Southern Nevada Water Authority's definitions of Functional and Nonfunctional Turf pursuant to Assembly Bill 356.

### **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  
MARCH 1, 2022  
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  
Jim Gibson, Vice President  
Justin Jones  
William McCurdy II  
Ross Miller  
Michael Naft  
Tick Segerblom

STAFF PRESENT John Entsminger, Kevin Bethel, Tabitha Simmons

*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](http://www.lvwd.com/apps/agenda/lvwd/index.cfm)*

Ed Uehling, Las Vegas, provided a letter to the Board concerning agenda item #4 and summarized it during public comment. His letter is attached to these minutes.

President Kirkpatrick clarified that the professional services agreement in item #4 is for \$1,000,000, not \$5,000,000 as stated in public comment.

**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 February 1, 2022. The motion was approved.

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

**2. Rescind the interlocal agreement between Clark County and the District approved at the January 2, 2018, meeting, and approve a new interlocal agreement for installation of water facilities at the Orr Park Restroom Project.**

**3. Approve and authorize the General Manager or his designee to sign Change Order No. 2 to the Contract with J.A. Tiberti Construction Company, Inc., to construct the 4125 Zone Pumping Station for a time extension of the substantial and final completion dates by 203 calendar days.**

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

**BUSINESS AGENDA**

**4. Approve and authorize the General Manager to sign a professional services agreement between R&R Partners, Inc., and the District for integrated marketing and strategic communication services for an amount not to exceed \$1,000,000, with the option to renew the agreement for four additional one-year periods, and authorize an annual increase not to exceed 10 percent for each renewal term.**

FINAL ACTION: A motion was made by Vice President Gibson to approve the professional services agreement. The motion was approved.

**5. Conduct a public hearing regarding the issuance of general obligation (limited tax) water bonds (additionally secured by pledged revenues), Series 2022D, in the maximum aggregate principal amount of \$80,000,000 for the purpose of financing water projects for the Las Vegas Valley Water District.**

**MINUTES – LAS VEGAS VALLEY WATER DISTRICT – MARCH 1, 2022 – PAGE TWO**

Ed Uehling provided a letter to the Board concerning agenda item #5 and summarized it during the public hearing. His letter is attached to these minutes.

John Entsminger, General Manager, stated that the \$350 million mentioned in the public hearing comment was approved for the Southern Nevada Water Authority, a separate legal entity from the Las Vegas Valley Water District, and that the infrastructure charge mentioned is part of the Authority's charges, not those of the District. He also stated that the District's Capital Improvement Plan approved by the Board in 2017 does include some new facilities, but the majority is to rehabilitate an aging system, and added that these bonds proceeds will be used exclusively to support the activities under the previously approved Plan.

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

**COMMENTS BY THE GENERAL PUBLIC**

Ed Uehling expressed disagreement with the management of District's funds.

**Adjournment**

There being no further business to come before the board, the meeting adjourned at 9:18 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.**

**Public Comment provided by Ed Uehling, received on 3/1/22 and  
included in the minutes as required by Nevada's Open Meeting Law**

1March2022

To: Marilyn Kirkpatrick, Chair, and members of the Las Vegas Valley Water District Board

From: Edmund Uehling, [ed.uehling@yahoo.com](mailto:ed.uehling@yahoo.com) 702-808-6000

Re: Item #4, "For Possible Action: Approve and authorize the General Manager to sign a professional services agreement between R&R Partners, Inc., and the District for integrated marketing and strategic communication services for an amount not to exceed \$1,000,000, with the option to renew the agreement for four additional one-year periods and authorize an annual increase not to exceed 10 percent for each renewal term."

With no evidence presented of having conducted a competitive bid process, the Board is being asked to toss 5 million more Dollars into R&R Partners, Inc.'s coffers. While all of us are aware of the oft-brilliant work of this company, the actual results of this brilliance should be considered along with questionable aspects of the contract itself:

**RESULTS OF BRILLIANCE (based on other existing contracts and global expansion):**

1. R&R has a long-term contractual relationship, involving more than One Billion cumulative Dollars @approximately \$90 Million per year from the Las Vegas Convention and Visitors Authority for the purpose of attracting more tourists to Las Vegas.
  - a. Yet, while global tourism has increased over 50% from 2007-2019, Las Vegas tourism grew less than 10%. Had the World's Tourism Capital grown at the same rate, Las Vegas would have enjoyed 60 million tourists in 2019 rather than 42 million. That translates about \$20 Billion "LOST" Dollars in that year alone compared to the rest of the world and 20% of Clark County's Gross Product.
    - i. While some of that loss can be attribute to hotel, Culinary Union and airport greed and unfriendliness, it is still R&R's responsibility to protect and grow the income of Las Vegas and its people
  - b. Perhaps more alarming is the airport's (LAS) slippage in ranking from 5<sup>th</sup> busiest to 9<sup>th</sup> busiest.
2. With a record like that, why would an institution select R&R? And without even looking at the competition? If one is going to hire a tourist advertising agency to get results for a water agency, wouldn't one at least look at the advertising agency of virtually every tourist destination in the world. Did any do as poorly as Las Vegas? Is the District disinterested in results?

**QUESTIONABLE ASPECTS OF THE CONTRACT ITSELF:**

1. Comparing this item (#3) with the previous item (#2), it is obvious that more thought was put into the placement of a \$5,000 restroom at Orr Park than to the \$5,000,000 advertising contract.
2. While much is made about the importance of truthfulness within the bounds of the contract itself, nothing in the contract commits R&R to tell the truth in its advertising for the District. While I have no knowledge what company is responsible for the lies

**Public Comment provided by Ed Uehling, received on 3/1/22 and included in the minutes as required by Nevada's Open Meeting Law**

disseminated by the District's previous advertising, it has included many lies, as illustrated by the following examples:

- a. The claim that long showers waste our supply of water, when it is well known that shower water is placed back into Lake Mead and the District (SNWA) receives the same amount of fresh water, which it can sell a second or third or tenth time WITHOUT reducing its allocation or Lake Mead levels. In fact, if everyone in Las Vegas were to take long enough showers, there would be no need for the District to borrow money!
- b. Ditto, the claim that the customers of the District can prevent consumptive use of water by installing indoor water saving devices.
- c. The implication that District water customers have a significant impact on the level of Lake Mead and are somehow responsible for the existence and growth of the white ring around the lake. In fact, consuming (wasting) the entire 300,000 acre-feet of Nevada's share of water in the 28,000,000-acre-foot capacity of Lake Mead would be measured in inches.
- d. The claim that the District is doing a fantastic job "conserving" water, when in fact it is transferring water. And this transfer of water being heralded by the District is a transfer of wealth—from less affluent neighborhoods and people to extremely affluent neighborhoods and political campaign contributors.

Does anyone think that R&R will ever tell any of these truths? Hardly. In fact, the contract prohibits R&R from doing or expressing anything contrary to District policies and dictates.

Thank you

**Public Comment provided by Ed Uehling, received on 3/1/22 and included in the minutes as required by Nevada's Open Meeting Law**

1March2022

To: Marilyn Kirkpatrick, Chair/Members of the Las Vegas Valley Water District (LVVWD) Board

From: Edmund Uehling, [ed.uehling@yahoo.com](mailto:ed.uehling@yahoo.com) 702-808-6000

Re: Item #5, That the Board of Directors conduct a public hearing regarding the issuance of general obligation (limited tax) water bonds (additionally secured by pledged revenues), Series 2022D, in the maximum aggregate principal amount of \$80,000,000 for the purpose of financing water projects for the Las Vegas Valley Water District.

Most of the arguments against another Wall Street giveaway were contemplated in my letter to the LVVWD Board dated 21September2021 and attached hereto. This borrowing, however, is even more egregious in the following aspects:

1. It is not backed up even by the minimum requirement that the contrived "Citizens' Committee" (IRPAC), pre-stacked by the administration of our artificially separated Water Agencies (SNWA and LVVWD), approve new bonds/borrowing.
2. Or the even more fundamental requirement that all borrowing be limited to capital improvements.
3. These Eighty Million Dollars are clearly going to be used to cover up the grossly incompetent and corrupt OPERATIONS of the LVVWD for which water customers are being held responsible—against their knowledge or will. This is evidenced by the following facts:
  - a. There is no specific capital improvement PROJECT identified
  - b. The so-called "PROJECT" identified during the February 1, 2022, LVVWD Board Meeting is the totality of LVVWD's functions. The LVVWD's exact description and words are contained in the appendix of this letter.
  - c. The LVVWD has been running operating losses between 50 to 100 million dollars per year as shown by its budgets (that the Board refuses to discuss).
  - d. A similar bond issuance of \$100 million was made by LVVWD in 2021 and used to cover operational losses and to cover up the ongoing incompetence, corruption, and inefficiency of LVVWD management (and leadership?).
  - e. Item #5 even states that the bonds will be paid by LVVWD "REVENUES"—not by efficiencies or wealth generation that would result from an actual "capital project" (see above).
  - f. Worse, the increased revenues that make this borrowing possible are generated by automatic increases programmed (illegally? —certainly without the business impact statement and hearings that should be held every time there is a rate increase) years ago by lazy and greedy (and law-breaking?) public officials, who just sock it to those members of the public who use water.
  - g. In the meantime, while the same public officials hand out subsidies worth billions of dollars to favored private corporations and increase already bloated

**Public Comment provided by Ed Uehling, received on 3/1/22 and included in the minutes as required by Nevada's Open Meeting Law**

personnel costs (now \$1,000 per day per employee average) at a yearly rate of 10% per year (even when the inflation rate ranged around 2% per year). In fact, the average compensation nearly doubled between 2008 and 2018—a time when many of the people these public servants supposedly “serve” had to live with a reduction in their compensation.

- h. Water customers have essentially been fixed into a cycle of abuse: Abuse #A) Increasing rates which have no real basis (except to satisfy government greed); Abuse #B) forced borrowing which is financed by Abuse #A; Abuse #C) Requirement that THEY (not the government and private/favored beneficiaries) pay back the ill-gotten bonds; which requires Abuse #D) Additional rate increases.
- 4. It should be noted that one of the main beneficiaries of this bond issuance (if not THE main beneficiary) will be the company of and the very person who “coincidentally” “happens” to be the wife of the Governor of the State—an individual to whom the members of this board have devoted excessive deference already.
- 5. In the meantime, the LVVWD (and SNWA) continue to reject any, and all, suggestions of paying a few million dollars to experts who would be able to perform comparative studies of their operations.

**CONCLUSION:** The Board should not only reject this government scam against its water customers but resolve to reverse its ongoing war against the people and small businesses of Clark County.

Thank you.

**APPENDIX:** The language in this borrowing (herein quoted exactly) tells it all: why this money will be used for operations and not for any discernable “PROJECT” as required by law:

“....acquiring, constructing, reconstructing, improving, extending and bettering facilities pertaining to a water system for the collection, transportation, treatment, purification and distribution of water, including, without limitation, springs, wells, ponds, lakes, water rights, other raw water sources, basin cribs, dams, spillways, retarding basins, detention basins, reservoirs, towers and other storage facilities, pumping plants, infiltration galleries, filtration plants, purification systems, other water treatment facilities, waterworks plants, pumping stations, gauging stations, ventilating facilities, stream gauges, rain gauges, valves, standpipes, connections, hydrants, conduits, flumes, sluices, canals, channels, ditches, pipes, lines, laterals, service pipes, force mains, submains, syphons, other water transmission and distribution mains, engines, boilers, pumps, meters, apparatus, tools, equipment, fixtures, structures, buildings and other facilities for the acquisition, transportation, treatment, purification and distribution of untreated water or potable water for domestic, commercial and industrial use and irrigation, or any combination thereof (the “Project”),.....”

Adoption of this item will mean that, those voting for it, may be committing a level of perjury/unlawfulness exceeding that possibly committed by the designers of this scam.



**Public Comment provided by Ed Uehling, received on 3/1/22 and included in the minutes as required by Nevada's Open Meeting Law**

21September2021

To: Marilyn Kirkpatrick, Chair and members of the Las Vegas Valley Water District Board

From: Edmund Uehling, [ed.uehling@yahoo.com](mailto:ed.uehling@yahoo.com) 702-808-6000

Re: Item #11, "2021D Resolution to Issue Bonds (SNWA)" in the amount of \$350,000,000

Every time that this item comes forward it has a different explanation/justification (that it was approved by the IRPAC, that it is for a project, that it is for many projects).

Today's justification contains no mention of IRPAC's recommendations even though it has been previously stated that this \$350,000,000 is part of the overall \$3Billion+ recommendation of that committee.

And today's justification identifies no specific project for which the fabulous sum of \$350,000,000 is needed even though "the Project" terminology is used throughout the documentation herein as if there were "a Project" specified. To me this appears to be deceptive rhetoric designed to mislead purchasers of the bonds.

Today's explanation does, however, contain a listing of numerous activities (about 100?—I didn't count them), which appear to comprise the totality of what LVVWD/SNWA do. This list does not distinguish between ordinary operations and infrastructure investments. Nowhere is there an explanation that their customers already pay for all or most of the listed functions through their monthly bills and through the numerous categories dreamed up in past years by these two agencies.

That alone gives a clue as to what this borrowing from Wall Street is all about: Overcoming and paying for the incompetence, waste and lies of the management of SNWA/LVVWD. The attached financial budget statement with its insertion of \$348.8 million into the SNWA's budgeted "Sources" of revenue as if it were earned is, to me, additional proof of the above.

Please note that that amount covers the ACTUAL \$170M loss in 2020-21 and \$165M budgeted loss in 2021-22 as I noted on the bottom section of the attached budget.

This scam should not be approved.

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

April 5, 2022

**Subject:**

Change Order

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the General Manager or his designee to sign Change Order No. 1 to the contract with Tand, Inc., for pipe replacements within Decatur Boulevard and Warm Springs Road for a time extension of the substantial and final completion dates by 176 calendar days.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

On December 1, 2020, the Board of Directors awarded Contract No. C1513, Miscellaneous Pipeline Replacements, Phase II (Contract) to Tand, Inc. (Tand), for the amount of \$2,157,994 for the replacement of 8-inch and 12-inch pipe, the installation of appurtenances along the pipeline to maintain existing service connections, and the restoration of pavement, sidewalks and medians, all within the existing Decatur Boulevard and Warm Springs Road rights-of-way, located as generally shown on Attachment A. The Board further authorized a change order contingency amount of \$200,000 to be used in accordance with Resolution No. 9-97.

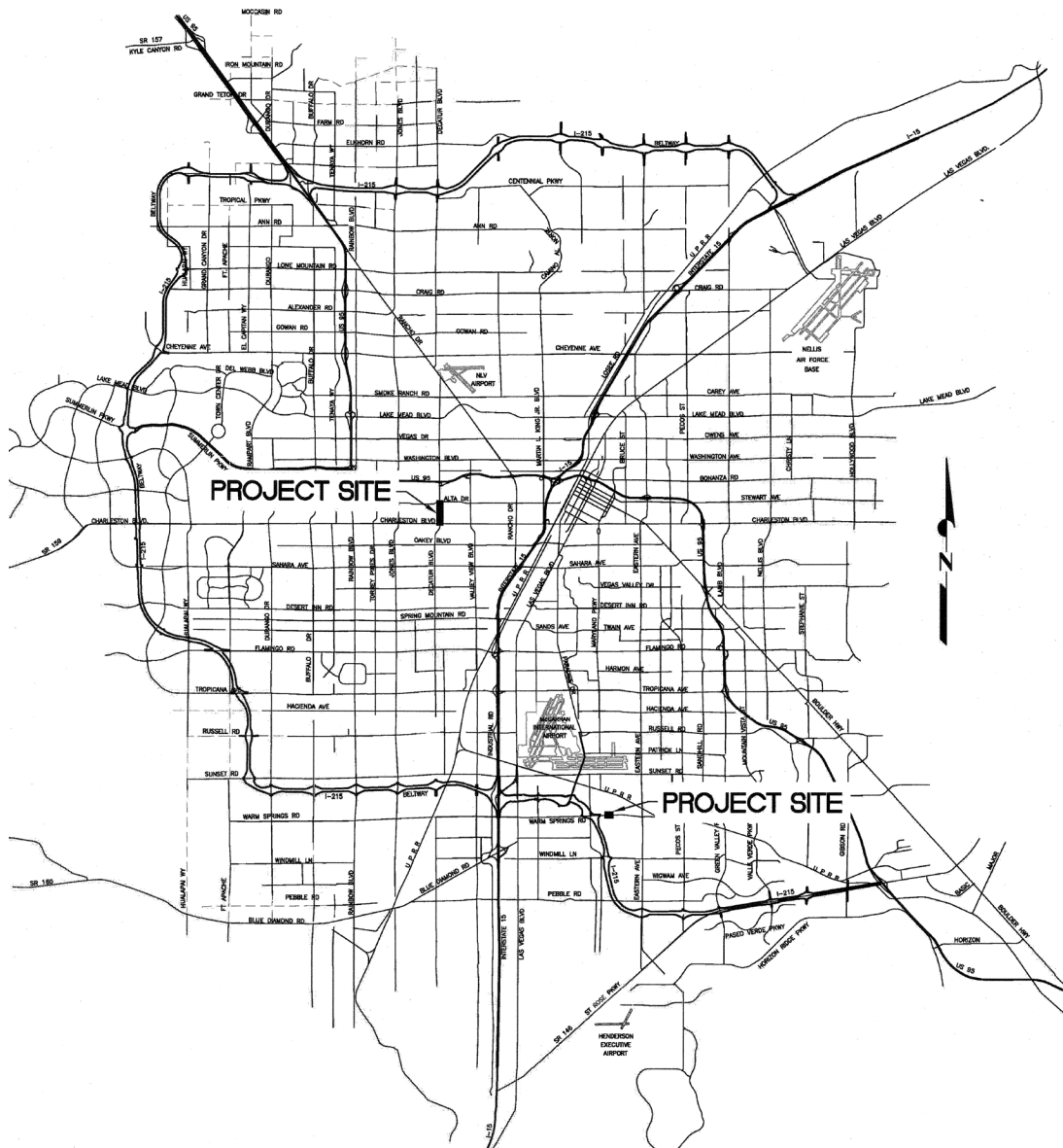
Change Order No. 1 increases the Contract duration for delays in the delivery and fabrication of materials outside the control of the contractor. There is no cost increase associated with this change order.

If approved, Change Order No. 1 will modify the Contract to provide a time extension of 176 calendar days. This change order requires Board approval as the time extension exceeds the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

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

LVVWD BOARD OF DIRECTORS  
AGENDA ITEM

CONTRACT NO. C1513  
MISCELLANEOUS PIPELINE REPLACEMENTS, PHASE II





Las Vegas Valley Water District  
Southern Nevada Water Authority  
Springs Preserve™

## LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

### Business Entity Information

<b>Business Entity Type:</b>	Privately Held Corporation
<b>Business Designation Group:</b>	
<b>Number of Clark County Residents Employed:</b>	36
<b>Corporate/Business Entity Name:</b>	Tand, Inc.
<b>Doing Business As:</b>	N/A
<b>Street Address:</b>	4500 Vandenberg Drive
<b>City, State, and Zip Code</b>	North Las Vegas, NV 89081
<b>Website:</b>	N/A
<b>Contact Name:</b>	Tracy S. Hoherz
<b>Contact Email:</b>	Tand@TandInc.com
<b>Telephone No:</b>	702-889-4676
<b>Fax No:</b>	702-889-8876

### Nevada Local Business Information (if applicable)

<b>Local Street Address:</b>	
<b>City, State, and Zip Code</b>	, NV
<b>Local Website:</b>	
<b>Local Contact Name:</b>	
<b>Local Contact Email:</b>	
<b>Telephone No:</b>	
<b>Fax No:</b>	

### Disclosure of Relationship/Ownership

Do any business/corporate entity 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 a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

## BUSINESS ENTITY OWNERSHIP LIST

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. *(If no parties own more than five percent (5%), then a statement relating that information should be included in lieu of listing the parties)*

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.

**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.

<b>No Ownership More than Five Percent (5%) Statement:</b> <i>(if applicable)</i>

### Listed Disclosures Below:

*(additional supplemental information may be attached, if necessary)*

<b>Additional Supplemental Information to be Attached?</b>	More than ten Board members/officers?		More than ten Owners?	No
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### Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Tracy S. Hoherz	President	90
Daniel J. Meyer	General Superintendent	10

## DISCLOSURE OF RELATIONSHIPS

### Disclosure of Employee Relationships: *(List any disclosures below)*

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

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

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

### Disclosure of Employee Ownership/Involvement: *(List any disclosures below)*

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

### Authorized Signature

By providing an electronic signature in the indicated area below, *the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

<b>Signer Name:</b>	Tracy S. Hoherz
<b>Signer Title:</b>	President
<b>Signer Email:</b>	Tand@TandInc.com
<b>Signed Date:</b>	2022-03-01

## LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized **Department** Representative.

☒ **No** Disclosure or Relationship is noted above or the section is not applicable.

☐ Disclosure or Relationship **IS** noted above (complete the following):

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

**Additional Comments or Notes:**

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

shannon ono  
Signature

shannon ono / construction manager  
Print Name/Title

03/07/2022  
Date



# LAS VEGAS VALLEY WATER DISTRICT™

**Contract Number: 1513, Construction - Large -Tand, Inc.-1513**  
**Construction Project Commitment Change Order:#1**

## Contractor

**Contractor:** Tand, Inc.  
**Company Address:** 4500 Vandenberg Drive  
 North Las Vegas, NV 89081

## CPCO Item Details

CPCO No	Change Description	Change Amount
CPCO - 14	Modify the contract documents to increase the contract duration by 176- Calendar days in order to satisfy conditions for Clark County Encroachment Permit closeout. The final completion date is extended to March 1, 2022 by this change order.	0.00

<b>Total Change Amount</b>		\$ 0.00
<b>Total Contract Duration Change (Days)</b>		176

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. 1513 remain unchanged.

## ACCEPTANCE BY CONTRACTOR

**By:**

**Date:**

**AUTHORIZED BY OWNER:**

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

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

## Attachments:

**Prepared By:** Spain, Tommie



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

April 5, 2022

**Subject:**

Change Order

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the General Manager or his designee to sign Change Order No. 3 to the contract with Acme Underground, Inc., to install pipeline and appurtenances in Egan Crest Drive for a time extension of the substantial and final completion dates by 149 calendar days.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

On November 3, 2020, the Board of Directors awarded Contract No. C1503, Egan Crest 3090 Zone North Pipeline, Phase III (Contract) to Acme Underground, Inc. (Acme), for the amount of \$2,797,000 for the construction of approximately 4,375 linear feet of pipe and installation of appurtenances in Egan Crest Drive, beginning approximately 600 feet south of Skye Canyon Park Drive and connecting to the Shaumber Road pipeline project, located as generally shown on Attachment A. The Board further authorized a change order contingency amount of \$270,000 to be used in accordance with Resolution No. 9-97.

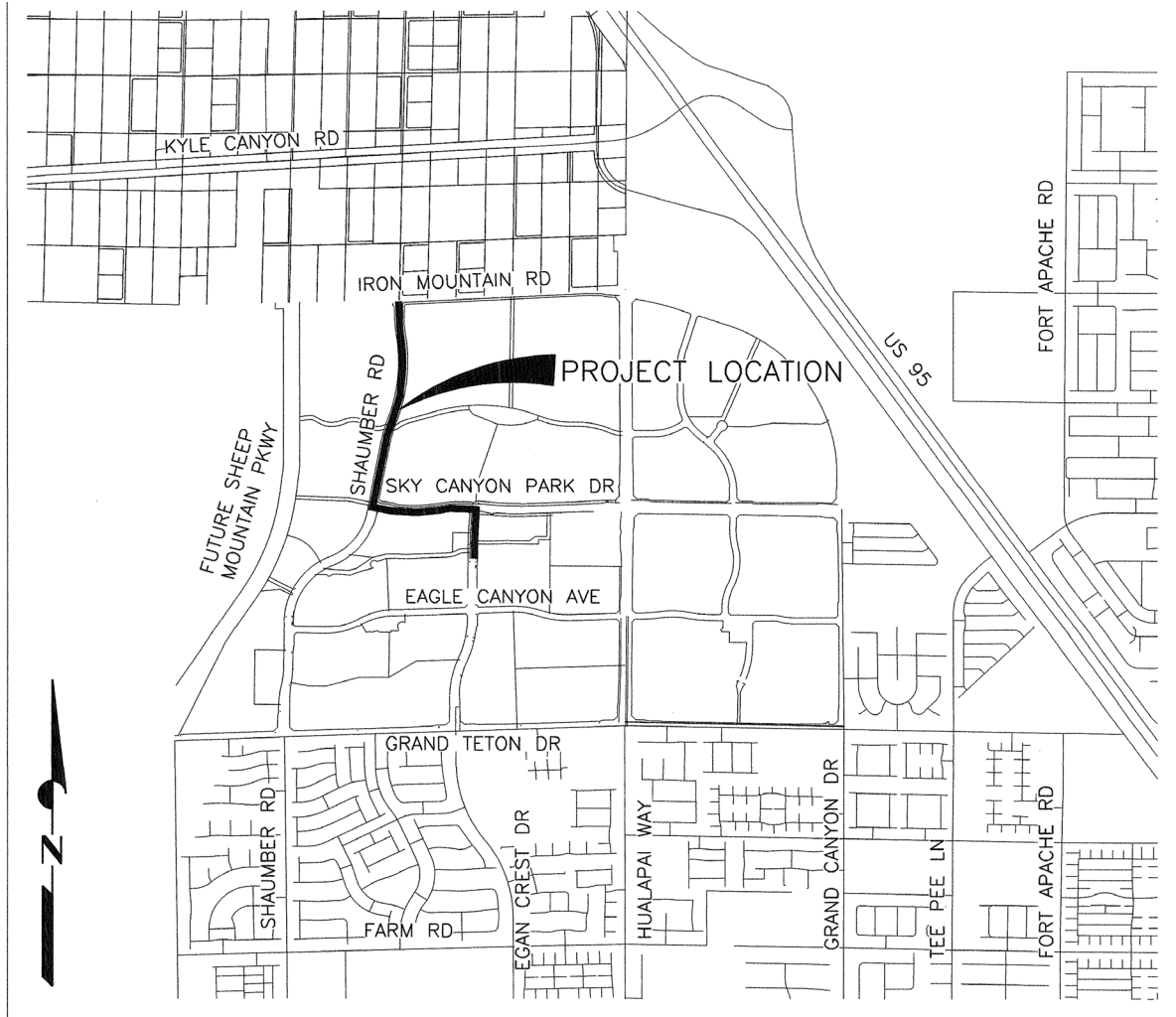
To date, Change Order No. 1 was voided, with no change occurring. Change Order No. 2 has been issued in accordance with Resolution 9-97 for an increase of \$103,095 and extension of Contract time by 60 calendar days. Change Order No. 3 further increases the Contract duration due to delays in the delivery and fabrication of materials incurred by suppliers based on market conditions that did not exist at the time of the award of the Contract.

If approved, Change Order No. 3 will modify the Contract to provide a time extension of 149 calendar days. This change order requires Board approval as the time extension exceeds the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

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

**LVVWD BOARD OF DIRECTORS  
AGENDA ITEM**

**CONTRACT NO. C1503  
EGAN CREST 3090 ZONE NORTH PIPELINE, PHASE III**





Las Vegas Valley Water District  
Southern Nevada Water Authority  
Springs Preserve™

## LVVWD/SNWA/SSEA

### DISCLOSURE OF OWNERSHIP/PRINCIPALS

#### Business Entity Information

<b>Business Entity Type:</b>	Privately Held Corporation
<b>Business Designation Group:</b>	["MBE - Minority Business Enterprise: An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity."]
<b>Number of Clark County Residents Employed:</b>	27
<b>Corporate/Business Entity Name:</b>	ACME UNDERGROUND INC
<b>Doing Business As:</b>	N/A
<b>Street Address:</b>	153 WEST LAKE MEAD PKWY, SUITE 1200
<b>City, State, and Zip Code</b>	HENDERSON, NEVADA 89015
<b>Website:</b>	WWW.ACMEUNDERGROUNDINC.COM
<b>Contact Name:</b>	SHANE SULLIVAN
<b>Contact Email:</b>	ACMEUNDERGROUND@EMBARQMAIL.COM
<b>Telephone No:</b>	702-564-0602
<b>Fax No:</b>	702-564-1757

#### Nevada Local Business Information (if applicable)

<b>Local Street Address:</b>	
<b>City, State, and Zip Code</b>	, NV
<b>Local Website:</b>	
<b>Local Contact Name:</b>	
<b>Local Contact Email:</b>	
<b>Telephone No:</b>	
<b>Fax No:</b>	

## Disclosure of Relationship/Ownership

Do any business/corporate entity 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 a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

## BUSINESS ENTITY OWNERSHIP LIST

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. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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.

**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.

<b>No Ownership More than Five Percent (5%) Statement:</b> <i>(if applicable)</i>

### Listed Disclosures Below:

*(additional supplemental information may be attached, if necessary)*

<b>Additional Supplemental Information to be Attached?</b>	More than ten Board members/officers?		More than ten Owners?	No
--	---------------------------------------	--	-----------------------	----

## Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
FRANCIS SULLIVAN	PRESIDENT	33.33
MARY JANE SULLIVAN	SECRETARY	33.33
SHANE SULLIVAN	VICE PRESIDENT	33.33

## DISCLOSURE OF RELATIONSHIPS

### Disclosure of Employee Relationships: *(List any disclosures below)*

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

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

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

### Disclosure of Employee Ownership/Involvement: *(List any disclosures below)*

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

## Authorized Signature

By providing an electronic signature in the indicated area below, *the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

<b>Signer Name:</b>	SHANE SULLIVAN
<b>Signer Title:</b>	VICE PRESIDENT
<b>Signer Email:</b>	ACMEUNDERGROUND@EMBARQMAIL.COM
<b>Signed Date:</b>	2022-03-08

## LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized **Department** Representative.

☒ **No** Disclosure or Relationship is noted above or the section is not applicable.

☐ Disclosure or Relationship **IS** noted above (complete the following):

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

**Additional Comments or Notes:**

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

shannon ono  
Signature

shannon ono / construction manager  
Print Name/Title

03/08/2022  
Date



# LAS VEGAS VALLEY WATER DISTRICT™

**Contract Number: C1503, Construction - Large -ACME Underground Inc.-C1503**  
**Construction Project Commitment Change Order:#3**

## Contractor

**Contractor:** ACME Underground Inc.  
**Company Address:** 153 West Lake Mead Parkway 1200  
Henderson, NV 89015

## CPCO Item Details

CPCO No	Change Description	Change Amount
CPCO - 7	Modify the contract documents to increase the contract duration by 149-days as a consequence of global impacts affecting the manufacture and transport of materials. The final completion date is extended to February 25, 2022 by the change order.	0.00

<b>Total Change Amount</b>		\$ 0.00
<b>Total Contract Duration Change (Days)</b>		149

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. C1503 remain unchanged.

## ACCEPTANCE BY CONTRACTOR

**By:**

**Date:**

**AUTHORIZED BY OWNER:**

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

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

## Attachments:

**Prepared By:** Spain, Tommie

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

April 5, 2022

**Subject:**

Change Order

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the General Manager or his designee to sign Change Order No. 7 to the contract with Lone Mountain Excavation & Utilities, LLC, to install pipeline and appurtenances in Shaumber Road and connect to the Egan Crest Drive pipeline for a time extension of the substantial and final completion dates by 149 calendar days.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

On November 3, 2020, the Board of Directors awarded Contract No. C1504, Shaumber 3205 Zone North Pipeline, Phase II (Contract), in the amount of \$3,492,477 for the installation of approximately 4,100 linear feet of pipe and appurtenances beginning approximately 100 feet north of Eagle Canyon Avenue, a pressure reducing valve station for the 3205/3090 Zone pipeline and connection to the Egan Crest Drive pipeline project, located as generally shown on Attachment A. The Board further authorized a change order contingency amount of \$340,000 to be used in accordance with Resolution No. 9-97.

To date, four change orders have been issued in accordance with this resolution for an increase of \$38,201 and extension of the Contract time by 60 calendar days. Two change orders were voided with no change occurring. Change Order No. 7 increases the Contract duration for delays in the delivery and fabrication of materials outside the control of the contractor.

If approved, Change Order No. 7 will modify the Contract to provide a time extension of 149 calendar days. This change order requires Board approval as the time extension exceeds the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

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

JJE:DJR:PJJ:SO:MTD:TS:evw

Attachments: Attachment A, Disclosure, Change Order

AGENDA  
ITEM #

**4**



**LVVWD BOARD OF DIRECTORS  
AGENDA ITEM**

**CONTRACT NO. C1504  
SHAUMBER 3205 ZONE NORTH PIPELINE, PHASE II**





Las Vegas Valley Water District  
Southern Nevada Water Authority  
Springs Preserve™

## LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

### Business Entity Information

<b>Business Entity Type:</b>	Limited Liability Company
<b>Business Designation Group:</b>	
<b>Number of Clark County Residents Employed:</b>	53
<b>Corporate/Business Entity Name:</b>	Lone Mountain Excavation & Utilities, LLC
<b>Doing Business As:</b>	
<b>Street Address:</b>	7350 Dean Martin Drive, Suite 310
<b>City, State, and Zip Code</b>	Las Vegas, Nevada 89139
<b>Website:</b>	www.lmxlv.com
<b>Contact Name:</b>	Stefan Hoffman
<b>Contact Email:</b>	shoffman@lmxlv.com
<b>Telephone No:</b>	702-474-4216
<b>Fax No:</b>	702-474-4215

### Nevada Local Business Information (if applicable)

<b>Local Street Address:</b>	
<b>City, State, and Zip Code</b>	, NV
<b>Local Website:</b>	
<b>Local Contact Name:</b>	
<b>Local Contact Email:</b>	
<b>Telephone No:</b>	
<b>Fax No:</b>	

### Disclosure of Relationship/Ownership

Do any business/corporate entity 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 a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

## BUSINESS ENTITY OWNERSHIP LIST

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. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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.

**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.

### No Ownership More than Five Percent (5%) Statement: *(if applicable)*

Publicly-Traded Corporation, Hoffman, Stefan D., Manager (nonvoting, Liepitz, Karl A., Manager, Thiede, Jeffrey S. Manager, Vollmer, Jason L., Manager, Ford, Anthony J. Assistant Secretary, Hoffman, Stefan D. President, Hunke, Jon B. Treasurer, Liepitz, Karl A. General Counsel and Secretary, Nosbusch, Thomas D. Executive Vice President, Thiede, Jeffrey S. Chair of the Board and Chief Executive Officer

### Listed Disclosures Below:

*(additional supplemental information may be attached, if necessary)*

<b>Additional Supplemental Information to be Attached?</b>	More than ten Board members/officers?		More than ten Owners?	
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### Names, Titles and Percentage Owned:

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

## DISCLOSURE OF RELATIONSHIPS

### Disclosure of Employee Relationships: *(List any disclosures below)*

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

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

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

### Disclosure of Employee Ownership/Involvement: *(List any disclosures below)*

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

### Authorized Signature

By providing an electronic signature in the indicated area below, *the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

<b>Signer Name:</b>	Stefan Hoffman
<b>Signer Title:</b>	President
<b>Signer Email:</b>	shoffman@lmxlv.com
<b>Signed Date:</b>	2022-03-01

## LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized **Department** Representative.

☒ **No** Disclosure or Relationship is noted above or the section is not applicable.

☐ Disclosure or Relationship **IS** noted above (complete the following):

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

**Additional Comments or Notes:**

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

shannon ono  
Signature

shannon ono / construction manager  
Print Name/Title

03/07/2022  
Date

# Lone Mountain Excavation & Utilities, LLC

## Nevada

### Entity Vitals

<b>Entity Name</b>	Lone Mountain Excavation & Utilities, LLC
<b>Domestic Jurisdiction</b>	Nevada
<b>Entity Type</b>	Limited Liability Company
<b>Formation Date</b>	10-30-2006
<b>Federal Tax ID</b>	N/A
<b>Business Group</b>	CSG
<b>Comments</b>	--

### Owners

<b>Owner Name</b>	<b>Percent Owned</b>
MDU Construction Services Group, Inc.	100.000000

### Entity Addresses

<b>Address</b>	7350 Dean Martin Drive, Suite 310, Las Vegas, Nevada 89139, United States
<b>Phone 1 - Number</b>	702-474-4216
<b>Phone 2 - Number</b>	702-474-4215 (fax)

### Former Names

There are no entries in this list

### Management Structure

<b>Management Name</b>	<b>Title</b>
Hoffman, Stefan D.	Manager (nonvoting)
Liepitz, Karl A.	Manager
Thiede, Jeffrey S.	Manager
Vollmer, Jason L.	Manager
Ford, Anthony J.	Assistant Secretary
Hoffman, Stefan D.	President
Hunke, Jon B.	Treasurer
Liepitz, Karl A.	General Counsel and Secretary
Nosbusch, Thomas D.	Executive Vice President
Thiede, Jeffrey S.	Chair of the Board and Chief Executive Officer

### Authority to do Business

<b>Domestic or Foreign Registration</b>	Domestic
<b>Jurisdiction</b>	Nevada
<b>Registration Date</b>	10-30-2006
<b>Registered Agent</b>	C T Corporation System



# LAS VEGAS VALLEY WATER DISTRICT™

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**Contract Number: 008720, Construction - Large - C1504****Construction Project Commitment Change Order:#7**

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**Contractor****Contractor:** Lone Mountain Excavation & Utilities, LLC**Company Address:** 7350 Dean Martin 310

Las Vegas, NV 89139

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**CPCO Item Details**

CPCO No	Change Description	Change Amount
CPCO - 10	Modify the contract documents to increase the contract duration by 149-days as a consequence of global impacts affecting the manufacture and transport of materials. The final completion date is extended to February 25, 2022 by the change order.	0.00

<b>Total Change Amount</b>		<b>\$ 0.00</b>
<b>Total Contract Duration Change (Days)</b>		<b>149</b>

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. 008720 remain unchanged.

**ACCEPTANCE BY CONTRACTOR****By:****Date:****AUTHORIZED BY OWNER:****By:** \_\_\_\_\_**Date:** \_\_\_\_\_**Attachments:****Prepared By:** Spain, Tommie

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

April 5, 2022

**Subject:**

Change Order

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the General Manager or his designee to sign Change Order No. 1 to the contract with Monument Construction to install a hydraulic loading dock leveler at the existing loading dock for the Origen Building at the Springs Preserve for a time extension of the site access and final completion dates by 128 calendar days.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

On September 20, 2021, Contract No. L0144, Springs Preserve Origen Loading Dock Safety Upgrades (Contract), was awarded in the amount of \$135,105 to install a hydraulic loading dock leveler with associated concrete and electrical modifications, and screen wall modifications at the existing loading dock for the Origen Building at the Las Vegas Springs Preserve, located as generally shown on Attachment A. In addition, a change order contingency amount of \$13,000 was authorized to be used in accordance with Resolution No. 9-97.

The attached Change Order No. 1 increases the Contract duration for delays in the delivery and fabrication of materials outside the control of the contractor. There is no cost increase associated with this change order.

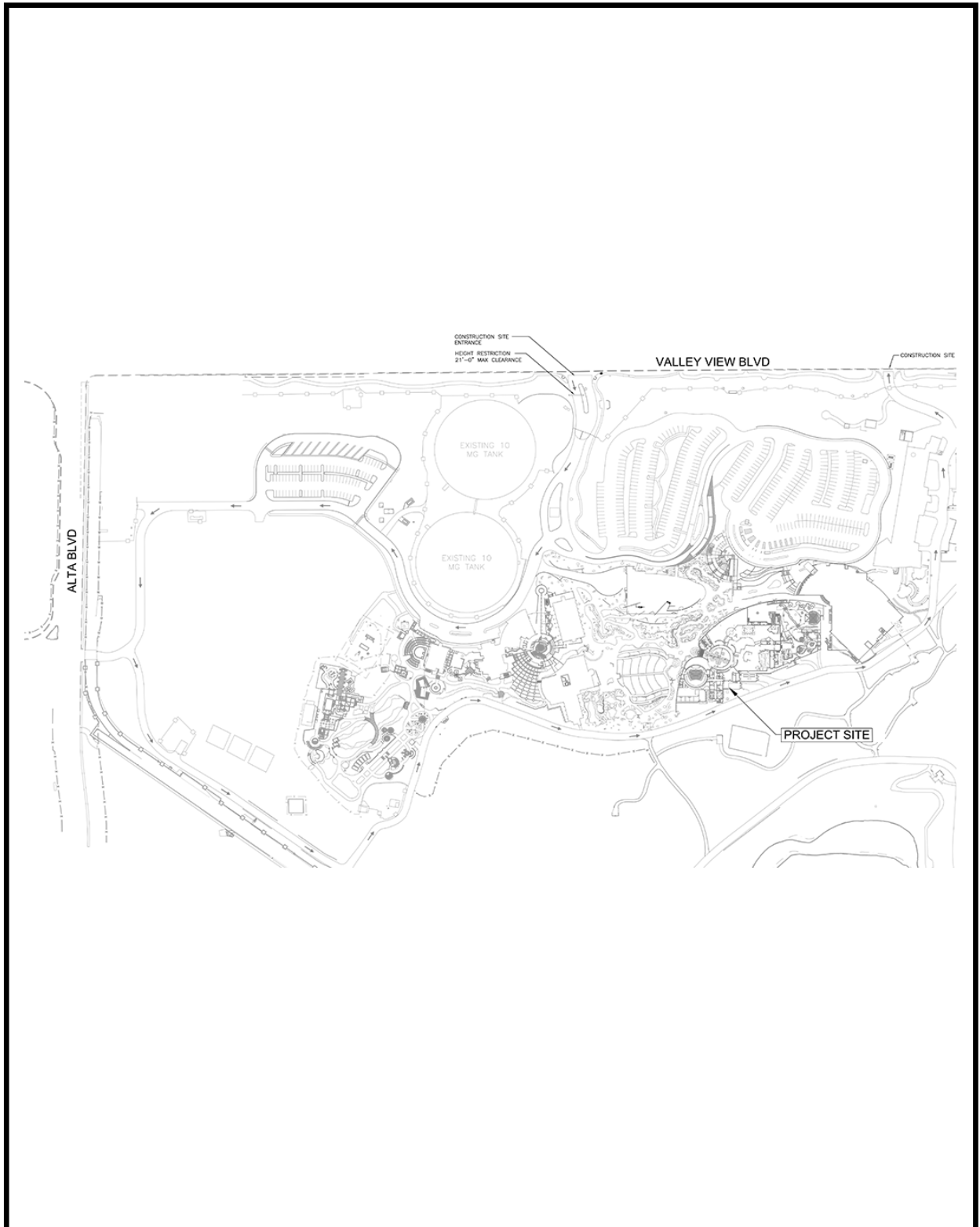
If approved, Change Order No. 1 will modify the Contract to provide a time extension of 128 calendar days to provide for material procurement beyond the anticipated delivery dates and to coordinate with the Springs Preserve's access constraints. This change order requires Board of Director approval as the time extension exceeds the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

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



**LVVWD BOARD OF DIRECTORS  
AGENDA ITEM**

**CONTRACT NO. L0144  
SPRINGS PRESERVE ORIGIN LOADING DOCK SAFETY UPGRADES**





Las Vegas Valley Water District  
Southern Nevada Water Authority  
Springs Preserve™

## LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

### Business Entity Information

<b>Business Entity Type:</b>	Privately Held Corporation
<b>Business Designation Group:</b>	
<b>Number of Clark County Residents Employed:</b>	14
<b>Corporate/Business Entity Name:</b>	Monument Construction
<b>Doing Business As:</b>	Monument
<b>Street Address:</b>	7787 Eastgate Road, Unit 110
<b>City, State, and Zip Code</b>	Henderson, Nevada 89011
<b>Website:</b>	www.buildmonuments.com
<b>Contact Name:</b>	Parth Gandhi
<b>Contact Email:</b>	parth@buildmonuments.com
<b>Telephone No:</b>	702.5303.2303
<b>Fax No:</b>	702.947.2602

### Nevada Local Business Information (if applicable)

<b>Local Street Address:</b>	
<b>City, State, and Zip Code</b>	, NV
<b>Local Website:</b>	
<b>Local Contact Name:</b>	
<b>Local Contact Email:</b>	
<b>Telephone No:</b>	
<b>Fax No:</b>	

### Disclosure of Relationship/Ownership

Do any business/corporate entity 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 a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

## BUSINESS ENTITY OWNERSHIP LIST

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. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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.

**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.

**No Ownership More than Five Percent (5%) Statement:** *(if applicable)*

No parties own more than 5% of the entity

### Listed Disclosures Below:

*(additional supplemental information may be attached, if necessary)*

<b>Additional Supplemental Information to be Attached?</b>	More than ten Board members/officers?		More than ten Owners?	
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### Names, Titles and Percentage Owned:

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

## DISCLOSURE OF RELATIONSHIPS

### Disclosure of Employee Relationships: *(List any disclosures below)*

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

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

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

### Disclosure of Employee Ownership/Involvement: *(List any disclosures below)*

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

### Authorized Signature

By providing an electronic signature in the indicated area below, *the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

<b>Signer Name:</b>	Parth Gandhi
<b>Signer Title:</b>	Sr. Project Manager
<b>Signer Email:</b>	parth@buildmonuments.com
<b>Signed Date:</b>	2022-03-16

## LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized **Department** Representative.

☒ **No** Disclosure or Relationship is noted above or the section is not applicable.

☐ Disclosure or Relationship **IS** noted above (complete the following):

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

**Additional Comments or Notes:**

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

shannon ono

Signature

shannon ono / construction manager

Print Name/Title

03/16/2022

Date

## ENTITY INFORMATION

### ENTITY INFORMATION

**Entity Name:**

MONUMENT CONSTRUCTION

**Entity Number:**

E0404202010-8

**Entity Type:**

Domestic Corporation (78)

**Entity Status:**

Active

**Formation Date:**

08/16/2010

**NV Business ID:**

NV20101633041

**Termination Date:**

Perpetual

**Annual Report Due Date:**

8/31/2022

### REGISTERED AGENT INFORMATION

**Name of Individual or Legal Entity:**

JON WAYNE NIELSEN, CEO

**Status:**

Active

**CRA Agent Entity Type:**

**Registered Agent Type:**

Non-Commercial Registered Agent

**NV Business ID:**

**Office or Position:**

**Jurisdiction:**

**Street Address:**

2303 WAGONWHEEL AVENUE, LAS VEGAS, NV, 89119, USA

**Mailing Address:**

**Individual with Authority to Act:**

**Fictitious Website or Domain Name:**

#### OFFICER INFORMATION

☐ VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
President	JONATHAN W NIELSEN	7787 Eastgate Rd Ste 110, Henderson, NV, 89011, USA	12/22/2020	Active
Secretary	JONATHAN W NIELSEN	7787 Eastgate Rd Ste 110, Henderson, NV, 89011, USA	12/22/2020	Active
Treasurer	JONATHAN W NIELSEN	7787 Eastgate Rd Ste 110, Henderson, NV, 89011, USA	12/22/2020	Active
Director	JONATHAN W NIELSEN	7787 Eastgate Rd Ste 110, Henderson, NV, 89011, USA	12/22/2020	Active

Page 1 of 1, records 1 to 4 of 4

#### CURRENT SHARES

Class/Series	Type	Share Number	Value
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Class/Series	Type	Share Number	Value
	Authorized	100	0.010000000000
Page 1 of 1, records 1 to 1 of 1			
Number of No Par Value Shares:			
1000			
Total Authorized Capital:			
1,001			
<div> <div>Filing History</div> <div>Name History</div> <div>Mergers/Conversions</div> </div>			

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# LAS VEGAS VALLEY WATER DISTRICT™

**Contract Number: 009465, 009465 - Monument Construction - L0144 SPRINGS PRESERVE ORIGEN LOADING DOCK  
SAFETY UPGRADES**

**Construction Project Commitment Change Order:#1**

## Contractor

**Contractor:** Monument Construction  
**Company Address:** 7787 Eastgate Road #110  
Henderson, NV 89011

## CPCO Item Details

CPCO No	Change Description	Change Amount
CPCO - 1	Modify the contract documents to extend the Site Access and Final Completion dates by 128-calendar days to provide for material procurement beyond the anticipated delivery dates and facilitate coordination with the Springs Preserve's site access constraints. The Site Access and Final Completion dates are extended to June 1, 2022 and August 10, 2022, respectively.	0.00
<b>Total Change Amount</b>		\$ 0.00
<b>Total Contract Duration Change (Days)</b>		128

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. 009465 remain unchanged.

## ACCEPTANCE BY CONTRACTOR

**By:**

**Date:**

**AUTHORIZED BY OWNER:**

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

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

**Attachments:**

**Prepared By:** Parks, Stevie

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

April 5, 2022

**Subject:**

Amendment

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the General Manager to sign an amendment to the existing agreement between Tri-Pointe Homes Nevada, Inc., and the District to revise the temporary service provisions of the Alpine Ridge 3090 Zone North Pipeline.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

On January 4, 2022, the Board of Directors approved Agreement No. 139671-A (Agreement) between Tri-Pointe Homes Nevada, Inc. (Developer), and the District for the design and construction of the Alpine Ridge 3090 Zone North Pipeline. The Agreement allows for water service up to a maximum total of 100 units within the 3090 Pressure Zone prior to construction of the Alpine Ridge 3090 Zone North Pipeline, 24-inch and 36-inch, Phase II.

Due to coordination of project phasing with roadway design, the Developer has requested to allow additional services within the 3090 Pressure Zone prior to construction of the Alpine Ridge 3090 Zone North Pipeline Phase II. The Developer has also agreed to increase the diameter of approximately 690 linear feet of the Egan Crest Offsite Water Pipeline (Project No. 139577) from an 8-inch to 10-inch diameter and approximately 630 linear feet of the Alpine Ridge Way Offsite Water Pipeline (Project No. 139744) from a 10-inch to 12-inch diameter to increase capacity and reliability in the 3090 Pressure Zone at no cost to the District.

This Amendment will increase the number of allowed residential unit services from 30 to 80 and irrigation services from 40 to 50. In addition, the number of allowed residential and irrigation units will increase from 100 to 175 prior to construction of the Alpine Ridge 3090 Zone North Pipeline Phase II Project, subject to the remaining terms and conditions of the original Agreement.

If approved, the attached Amendment No. 1 provides the terms and conditions to revise the temporary service provisions of the Agreement. Funds previously approved by the Board for an amount not to exceed \$1,980,000 will remain unchanged. If any additional costs are necessary for this revision in temporary service provisions, those costs will be incurred exclusively by the Developer.

This amendment is being entered into pursuant to 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 amendment.

JJE:DJR:MAD:ND:SK:CJK:jac

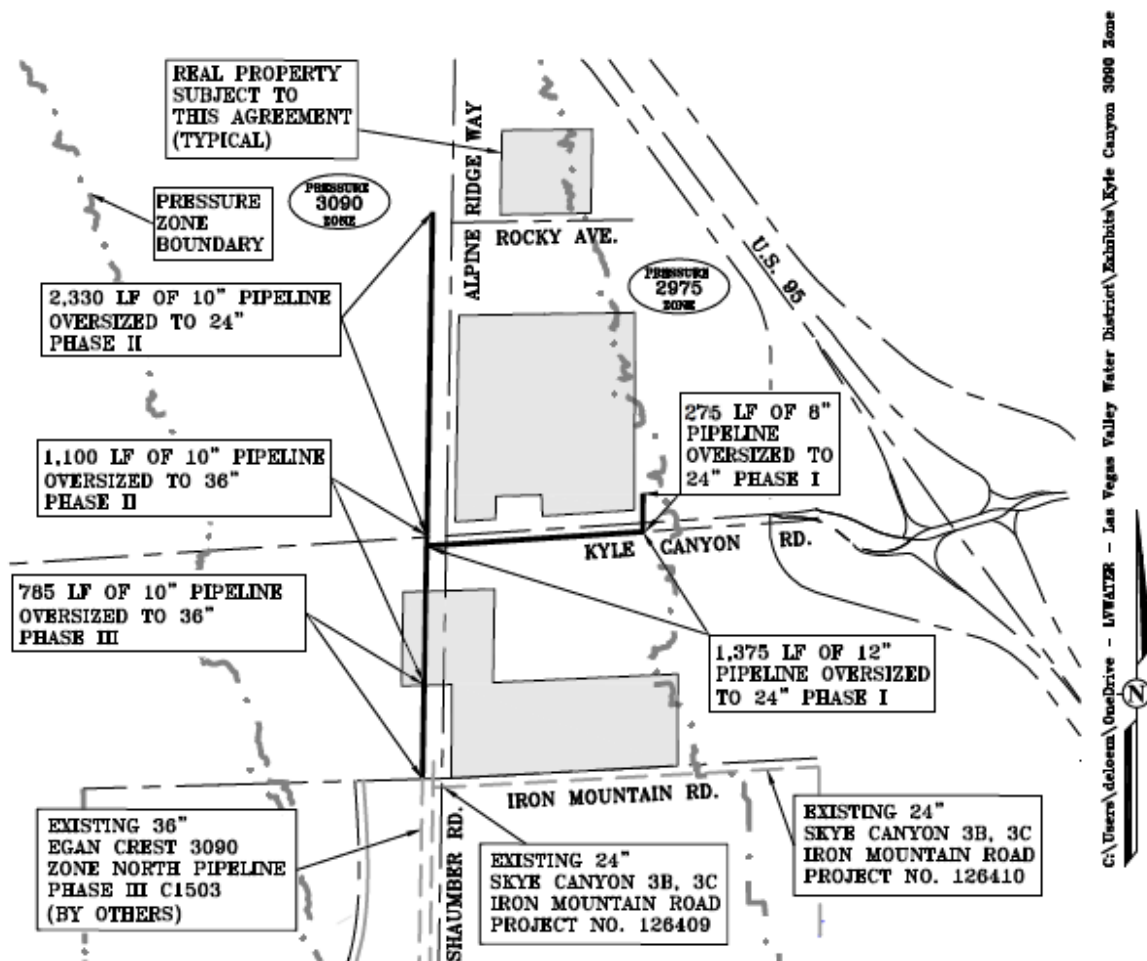
Attachments: Attachment, Disclosure, Amendment

AGENDA  
ITEM #

**6**

ALPINE RIDGE 3090 ZONE NORTH PIPELINE  
DESIGN AND CONSTRUCTION AGREEMENT

Agreement No. 139671-A





Las Vegas Valley Water District  
Southern Nevada Water Authority  
Springs Preserve™

## LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

### Business Entity Information

<b>Business Entity Type:</b>	Publicly Traded Corporation
<b>Business Designation Group:</b>	
<b>Number of Clark County Residents Employed:</b>	119
<b>Corporate/Business Entity Name:</b>	Tri Pointe Homes Nevada
<b>Doing Business As:</b>	
<b>Street Address:</b>	4675 W. Teco Avenue
<b>City, State, and Zip Code</b>	Las Vegas, Nevada 89118
<b>Website:</b>	TriPointehomes.com
<b>Contact Name:</b>	Jim Jordano
<b>Contact Email:</b>	Jim.Jordano@TriPointehomes.com
<b>Telephone No:</b>	702-614-1407
<b>Fax No:</b>	702-614-1466

### Nevada Local Business Information (if applicable)

<b>Local Street Address:</b>	
<b>City, State, and Zip Code</b>	, NV
<b>Local Website:</b>	
<b>Local Contact Name:</b>	
<b>Local Contact Email:</b>	
<b>Telephone No:</b>	
<b>Fax No:</b>	

### Disclosure of Relationship/Ownership

Do any business/corporate entity 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 a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

## BUSINESS ENTITY OWNERSHIP LIST

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. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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.

**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.

**No Ownership More than Five Percent (5%) Statement:** *(if applicable)*

### Listed Disclosures Below:

*(additional supplemental information may be attached, if necessary)*

<b>Additional Supplemental Information to be Attached?</b>	More than ten Board members/officers?	No	More than ten Owners?	
--	---------------------------------------	----	-----------------------	--

### Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Klif Andrews	Division President	1

## DISCLOSURE OF RELATIONSHIPS

### Disclosure of Employee Relationships: *(List any disclosures below)*

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

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

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

### Disclosure of Employee Ownership/Involvement: *(List any disclosures below)*

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

### Authorized Signature

By providing an electronic signature in the indicated area below, *the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

<b>Signer Name:</b>	James P Jordano
<b>Signer Title:</b>	Vice President
<b>Signer Email:</b>	Jim.Jordano@TriPointehomes.com
<b>Signed Date:</b>	2021-10-29

## LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized **Department** Representative.

☒ **No** Disclosure or Relationship is noted above or the section is not applicable.

☐ Disclosure or Relationship **IS** noted above (complete the following):

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

**Additional Comments or Notes:**

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

Michael A. Dishari, P.E.  
Signature

Michael A. Dishari, Director of Infrastructure Management  
Print Name/Title

11/02/2021  
Date

## Judy Casey

---

**From:** Jim Jordano <Jim.Jordano@TriPointeHomes.com>  
**Sent:** Tuesday, November 2, 2021 10:55 AM  
**To:** Judy Casey  
**Cc:** Sri Kamojjala  
**Subject:** {EXTERNAL} RE: Thank you for submitting the Disclosure of Ownership/Principals Form

Hi Judy –

Tri Pointe Homes Nevada is owned by Tri Pointe Homes which is a publicly traded company on the New York Stock Exchange, so the owners are the many stockholders throughout the world.

The directors of Tri Pointe Homes Nevada are listed below.

<u>Name</u>	<u>Position</u>
Thomas J. Mitchell	President
Klif D. Andrews	Division President—Southern Nevada
Dan Hale	Vice President
Carlos Zuluaga	Vice President
Jim Jordano	Vice President
Larry Simon	Vice President



**Jim Jordano**

VICE PRESIDENT OF LAND DEVELOPMENT

E Jim.Jordano@TriPointeHomes.com

M 702.604.7240

W TriPointeHomes.com

A 4675 W. Teco Avenue, Suite 115 Las Vegas, NV 89118

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► 2019 BUILDER OF THE YEAR

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**From:** Judy Casey <judith.casey@lvvwd.com>  
**Sent:** Monday, November 1, 2021 10:00 AM  
**To:** Jim Jordano <Jim.Jordano@TriPointeHomes.com>  
**Cc:** Sri Kamojjala <sri.kamojjala@lvvwd.com>  
**Subject:** RE: {EXTERNAL} Thank you for submitting the Disclosure of Ownership/Principals Form



This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Good Morning Mr. Jordano - Thank you so much for submitting the Disclosure form. However, there is one piece that is missing that we still need. Can you please send me a list of your owners/directors?

Thank you very much.

*Judy*

702-258-3172 - M/S 610

Infrastructure Management – E.A. to Michael A. Dishari

---

**From:** Microsoft Power Apps and Power Automate <[microsoft@powerapps.com](mailto:microsoft@powerapps.com)>

**Sent:** Friday, October 29, 2021 11:00 AM

**To:** [Jim.Jordano@TriPointehomes.com](mailto:Jim.Jordano@TriPointehomes.com); Judy Casey <[judith.casey@lvvwd.com](mailto:judith.casey@lvvwd.com)>

**Cc:** Trish Daws <[trish.daws@lvvwd.com](mailto:trish.daws@lvvwd.com)>; Shelley McGinn <[Shelley.McGinn@lvvwd.com](mailto:Shelley.McGinn@lvvwd.com)>; Daisy Hammersley <[Daisy.Hammersley@lvvwd.com](mailto:Daisy.Hammersley@lvvwd.com)>

**Subject:** {EXTERNAL} Thank you for submitting the Disclosure of Ownership/Principals Form

Dear Jim Jordano,

Thank you for submitting a Disclosure of Ownership/Principal form for Tri Pointe Homes Nevada to the LVVWD/SNWA/SSEA. A copy of the form, as submitted, is attached.

You have submitted all required information.

If additional information is required or if you have any questions, please contact Judy Casey at [Judith.Casey@LVVWD.com](mailto:Judith.Casey@LVVWD.com).

If you want to unsubscribe from these emails, please use this [form](#).

# DESIGN AND CONSTRUCTION AGREEMENT

## ALPINE RIDGE 3090 ZONE NORTH PIPELINE DESIGN AND CONSTRUCTION AGREEMENT

### AMENDMENT NO. 1

THE AGREEMENT, made and entered into on January 6, 2022, by and between the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called “District”, and TRI-POINTE HOMES NEVADA, INC., hereinafter called “Developer”, is amended as set forth below, WITNESSETH:

**A. PARAGRAPH 20 IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:**

**20. Temporary Service.**

- a. Within the 3090 Pressure Zone of the Property as outlined in this Agreement, the District may approve the following water plans for service upon completion of the 36-inch pipeline in Shaumber Road - “C1503 EGAN CREST 3090 ZONE NORTH PIPELINE PHASE III”:
  - i. A maximum total of eighty (80) residential unit services or 5/8-inch equivalent services, and ten (10) 5/8-inch equivalent irrigation services upon execution of the Alpine Ridge 3090 Zone North Pipeline Agreement by the District Board.
  - ii. A maximum total of one hundred and seventy-five (175) residential unit services or 5/8-inch equivalent services, and fifty (50) 5/8-inch equivalent irrigation services upon:
    1. All requirements for eighty (80) residential unit services are met.
    2. All tasks for the design of the Alpine Ridge 3090 Zone North Pipeline are complete, excepting the acquisition of the BLM right-of-way grant.
    3. The construction of the pipeline loop: in Alpine Ridge Way from Iron Mountain Road to Kyle Canyon Road, in Kyle Canyon Road from Alpine Ridge Way to the east frontage of the development, and in the alignment along the east frontage of the development parcels

## DESIGN AND CONSTRUCTION AGREEMENT

from Kyle Canyon Road to Iron Mountain Road per the “Tri Pointe Homes Kyle Canyon Gateway Water Master Plan 3090 Pressure Zone” dated September 27, 2021.

4. The Alpine Ridge 3090 Zone North Pipeline, 24-inch Phase I, as depicted on Exhibit I is installed and operational.
- iii. A maximum total of four hundred (400) residential unit services or 5/8-inch equivalent services, and fifty (50) 5/8-inch equivalent irrigation services upon:
  1. All requirements for eighty (80) and one hundred and seventy-five (175) residential unit services are met.
  2. The Alpine Ridge 3090 Zone North Pipeline, 24-inch and 36-inch, Phase II, as depicted on Exhibit I is installed and operational.
- iv. A maximum total of six hundred and sixty-three (663) residential unit services or 5/8-inch equivalent services, and fifty (50) 5/8-inch equivalent irrigation services upon:
  1. All requirements for eighty (80), one hundred and seventy-five (175), and four hundred (400) residential unit services are met.
  2. The Alpine Ridge 3090 Zone North Pipeline, 36-inch Phase III, as depicted on Exhibit I is installed and operational.
- b. Subject to the Temporary Service requirements stated above, water plans may be approved by the District prior to the completion of the construction of the oversized pipelines provided that:
  - i. The District’s minimum pressure requirements are met within the 3090 Pressure Zone;
  - ii. There remains sufficient capacity in the 3090 Pressure Zone; and
  - iii. The Alpine Ridge 3090 Zone North Pipeline Agreement has been executed by the Developer and the District.
  - iv. All requirements from the District’s Service Rules and the Uniform Design and Construction Standards (UDACS) have been met.
- c. If any water services are included in a set of water plans for development within the Property depicted on Exhibit I, any required pipeline or water facility up to the point of connection for the facilities depicted in that set of water plans must be operational before that set of water plans is approved.

## DESIGN AND CONSTRUCTION AGREEMENT

### **B. PARAGRAPH 12 IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:**

#### **12. Data Privacy and Security.**

- a. During the course of this Agreement, Developer and Developer's engineer and contractor will create, receive, or have access to the District's Facility Information and the Facility Information of the Southern Nevada Water Authority ("Authority"). Facility Information means drawings, maps, plans, or records that reveal the District's or the Authority's critical infrastructure of primary buildings, facilities and other structures used for storing, transporting, or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the District and the Authority. Facility Information is deemed to be Confidential Information of the District and the Authority.
- b. Developer shall, itself, and shall require that its engineer and contractor:
  - i. Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure, including at a minimum, strong password protection and encryption for data at rest and in transit on any network;
  - ii. Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;
  - iii. Not create, collect, receive, access, or use Facility Information in violation of law;
  - iv. Use and disclose Facility Information solely and exclusively for the purposes of providing work or services under this Agreement;
  - v. Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the District without the District's prior written consent;
  - vi. Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the District's prior written consent. Authorized Persons means the Developer's engineer's and contractor's respective employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable Developer to perform its obligations under this Agreement, and who are bound in writing by

## DESIGN AND CONSTRUCTION AGREEMENT

confidentiality and other obligations sufficient to protect Facility Information in accordance with the terms and conditions of this Agreement; and

- vii. Prior to disclosure of Facility Information to any Authorized Persons, ensure that those Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section. Developer acknowledges that it will be liable to the District for any and all damages the District incurs from Developer's failure to ensure that its Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section.
- c. DEVELOPER ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE DEVELOPER TO CRIMINAL LIABILITY PURSUANT TO NRS SECTION 239C.210(3).
- d. Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by the Developer's engineer and contractor or by the District to the extent that Developer's engineer and contractor have access to District's systems, that relate to the protection of the security, confidentiality, or integrity of Facility Information. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Facility Information.
- e. The Developer shall, itself, and shall require that its contractor:
  - i. Notify the District of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the Developer's engineer or contractor becomes aware of it, by telephone at the following number: 702-258-3889 and by email to [databreachnotice@lvvwd.com](mailto:databreachnotice@lvvwd.com), with a copy by email to the District's contacts listed in the Notices Section below;
  - ii. At its own expense, coordinate and fully cooperate with the District in the District's handling of the matter;
  - iii. Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;
  - iv. Maintain and preserve all documents, records, and other data related to any Security Breach; and
  - v. Reimburse the District for all actual costs incurred by the District in responding to and mitigating damages caused by any Security Breach.

## DESIGN AND CONSTRUCTION AGREEMENT

- f. Developer acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause District irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, District is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which District may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
- g. Developer shall, itself, and shall require that its engineer and contractor maintain a comparable or better information security program to that disclosed in the engineer's and contractor's the System Access Security Checklist throughout the course of this Agreement that is reviewed for new risk assessments at least annually.
- h. Developer shall, itself, and shall require that its engineer and contractor implement the administrative, physical and technical safeguards disclosed in the System Access Security Checklist to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than the current version of the CIS Controls as published by the Center for Internet Security, Inc. or its successor organization, or corresponding standards adopted by the National Institute of Standards and Technology of the United States Department of Commerce, and shall ensure that all such safeguards, including the manner in which Facility Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

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## DESIGN AND CONSTRUCTION AGREEMENT

All other terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment No. 1 on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

TRI-POINTE HOMES NEVADA, INC.

\_\_\_\_\_  
Klif Andrews, Division President

THIS AMENDMENT NO. 1 shall be in full force and effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, when it was duly signed by the Las Vegas Valley Water District.

APPROVED AS TO FORM:

LAS VEGAS VALLEY WATER DISTRICT

\_\_\_\_\_  
Gregory J. Walch, General Counsel

\_\_\_\_\_  
John J. Entsminger, General Manager

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

April 5, 2022

**Subject:**

Amended and Restated Agreement

**Petitioner:**

E. Kevin Bethel, Chief Financial Officer

**Recommendations:**

That the Board of Directors approve and authorize the General Manager to sign the First Amended and Restated Interlocal Agreement between the Southern Nevada Water Authority and the District adding the purchase of energy from the Boulder Flats solar photovoltaic facility and the reporting of Portfolio Energy Credits.

**Fiscal Impact:**

The additional solar power provided under this amendment will be included in the District's annual operating budget and is anticipated to be a savings to the District as compared to other available supplies.

**Background:**

On June 6, 2006, the Board of Directors approved an interlocal agreement between the Southern Nevada Water Authority (Authority) and the District for the Authority to provide a portion of the District's power supply needs. Subsequently, on April 15, 2021, the Authority approved a solar energy power purchase agreement (PPA) between Boulder Flats Solar, LLC, and the Authority for the purchase of electrical power generated from a 113-megawatt (MW) solar photovoltaic facility to be constructed on land leased from the City of Boulder City.

If approved, the attached First Amended and Restated Interlocal Agreement amends and restates in its entirety the 2006 agreement, and allows the District to purchase a portion of the power output from the Boulder Flats solar photovoltaic facility, 6 MW (5.31 percent) of the 113-MW capacity, at a fixed price of \$30.49 per megawatt-hour for 25 years. The amendment also provides for the Authority to report on the District's Portfolio Energy Credits from this solar PPA and other District renewable energy assets as required per NRS 704.78253.

This agreement is being entered into pursuant to NRS 277.180 and Section 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.



**FIRST AMENDED AND RESTATED  
INTERLOCAL AGREEMENT  
BETWEEN THE  
LAS VEGAS VALLEY WATER DISTRICT  
AND THE SOUTHERN NEVADA WATER AUTHORITY**

This First Amended and Restated Interlocal Agreement (“Agreement”) is by and between the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada (“DISTRICT”) and the SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada (“AUTHORITY”) (individually, a “Party” and, collectively, the “Parties”).

**RECITALS**

A. The DISTRICT, a member agency of the AUTHORITY, requires a reliable supply of power for DISTRICT operations in Clark County, Nevada;

B. The AUTHORITY has entered into an Agreement with the CRC pursuant to NRS 704.787 under which the AUTHORITY provides power to its Participating Agencies;

C. The DISTRICT is desirous of having the AUTHORITY supply a portion of its energy needs for water and wastewater operations by acting as agent for the DISTRICT;

D. The AUTHORITY has agreed, pursuant to the Second Amended Power Supply Agreement, to guarantee, on behalf of the DISTRICT, payment for Power Supply Assets, Transmission Assets, and Energy Management Services which are provided to the DISTRICT;

E. The DISTRICT is willing and able to guarantee payment to the AUTHORITY for Power Supply Assets, Transmission Assets, and Energy Management Services which are provided to the DISTRICT;

F. Under a certain contract for the sale and delivery of electric service from the Boulder Canyon Project between the DISTRICT and CRC, as amended or supplemented (the “Hoover Contract”), the DISTRICT receives allocations of hydroelectric power derived from Hoover Dam under Schedule A and Schedule D of the Hoover Power Allocation Act of 2011 HPAA, 43 U.S.C. §§ 619 *et seq.*;

G. The hydroelectric power derived from the Hoover Dam meets the definition of “renewable energy” in NRS 704.7811, Hoover Dam is a “renewable energy system” under NRS 704.7815, Hoover Dam hydroelectric power is a “portfolio energy system” under NRS 704.7804, and the attributes of that hydroelectric power can be used to satisfy a provider of electric service’s portfolio standard under NRS 704.7821;

H. Under section 13.1 of the Hoover Contract, the DISTRICT has the right to use any Renewable Energy Attributes associated with the DISTRICT’s allocations under the Hoover Contract, therein defined and referred to as “Environmental Attributes,” for compliance with any environmental laws, regulations or standards applicable to the DISTRICT, provided that any sale, transfer or award of those attributes shall be subject to approval by the CRC;

I. The DISTRICT and the AUTHORITY previously entered into that certain Interlocal Agreement, effective June 6, 2006, for the AUTHORITY to supply a portion of the energy needs for DISTRICT water and wastewater operations (the “2006 Agreement”);

J. NRS 704.78253 requires a provider of electric service subject to NRS 704.787 to submit an annual report that contains the information described in NRS 704.7825.4 to the Director of the Office of Energy; NRS 704.7826 provides: “Notwithstanding any provision of law to the contrary, a provider of electric service that is subject to NRS 704.787 is not subject to the jurisdiction of the Commission”;

K. Because the AUTHORITY is a “provider of electric service” (defined in NRS 704.7808) and provides power in accordance with NRS 704.787, the Parties believe that the AUTHORITY must submit the annual report required by NRS 704.78253;

L. The Parties also believe that, as a result of NRS 704.7826, the AUTHORITY shall not be subject to the enforcement provisions of the portfolio standard that NRS 704.7821 requires the Public Utilities Commission of Nevada (the “Commission”) to establish, but the Parties want the AUTHORITY to meet the portfolio standard in relation to the power it delivers or causes to be delivered to the DISTRICT under this Agreement;

M. The DISTRICT may acquire or otherwise have the right to Renewable Energy Attributes that can be used to satisfy the portfolio standard in NRS 704.7821;

N. The Parties further believe it would be mutually beneficial to expand the Power Supply Assets, Transmission Assets and Energy Management Services to accommodate long-term power supply transactions to serve the power needs of the DISTRICT; and

O. The Parties wish to amend and restate the 2006 Agreement to incorporate NRS 704.7821 and to expand the Power Supply Assets, Transmission Assets and Energy Management Services to accommodate long-term power supply transactions to serve the power needs of the DISTRICT and for other purposes.

NOW THEREFORE, in consideration for the mutual covenants contained herein, the Parties hereto agree as follows:

**1. INCORPORATION OF RECITALS**

1.1 The foregoing recitals are incorporated herein.

**2. AMENDMENT AND RESTATEMENT; EFFECTIVE DATE**

2.1 The 2006 Agreement is hereby amended and restated in its entirety by this Agreement.

2.2 This Agreement shall be effective on the date it has been executed by both Parties, as reflected on the signature page below.

**3. DEFINITIONS**

As used in this Agreement, unless the context otherwise requires a different meaning:

3.1 “**Ancillary Services**” means those services that are necessary to support the transmission and distribution of energy to electrical loads while maintaining the reliable, secure and safe operation of the transmission and distribution system. Such services may include, without limitation, frequency and voltage regulation, regulation and frequency response, operating reserve-spinning, operating reserve-supplemental, scheduling, system control, dispatch,

automatic generation control, governor control, load shedding, rapid generating unit loading, reactive power, reactive supply and voltage control from generation sources, rapid generating unit unloading, system restart, energy imbalance, generation imbalance, or banked energy.

3.2     **“CRC”** means the Colorado River Commission of Nevada, an agency of the State of Nevada created pursuant to NRS 538.041 *et seq.*

3.3     **“Electric Power Supply Plan”** means the Electric Power Supply Plan created by the CRC and the AUTHORITY pursuant to the Second Amended Power Supply Agreement.

3.4     **“Energy Management Services”** means Ancillary Services and the scheduling, delivery, dispatch, marketing, hedging and financial management of and billing for Power Supply Assets, Facility Assets and Transmission Assets.

3.5     **“Exhibit A Power Supply Assets”** means the Power Supply Assets identified in Exhibit A.

3.6     **“Energy Risk Management Policy”** means the Southern Nevada Water Authority Energy Risk Management Policy attached as Exhibit A to the Second Amended Power Supply Agreement and any subsequent modifications to that policy adopted by the AUTHORITY.

3.7     **“NRS”** means the Nevada Revised Statutes, as amended.

3.8     **“Participating Agency”** has the meaning ascribed to the term “Participating Agency” in the Second Amended Power Supply Agreement and identified as the signatory to this Agreement.

3.9     **“Power Supply Assets”** means electrical generation and all power or rights to power sold by the AUTHORITY, owned, controlled or purchased for the benefit of the DISTRICT whether taken or delivered in the name of the DISTRICT or in the name of the AUTHORITY, including without limitation those listed in Exhibit A.

3.10    **“Renewable Energy”** has the meaning ascribed to the term “renewable energy” in NRS 704.7811.

3.11 **“Renewable Energy Attributes”** or **“REAs”** means any Renewable Energy attributes associated with power, including those associated with the power derived from the Hoover Dam that the DISTRICT receives under the Hoover Contract and defined in section 5.27 therein as “Environmental Attributes.”

3.12 **“Renewable Portfolio Standard Goal”** means the portfolio standard in NRS Chapter 704, even though the AUTHORITY is not subject to any enforcement authority for failure to meet the portfolio standard under applicable Nevada law, in relation to the power it delivers or causes to be delivered to the DISTRICT under this Agreement or to another Participating Agency in connection with the Second Amended Power Supply Agreement.

3.13 **“Risk Control Committee”** means the committee comprised of staff members of the AUTHORITY, the CRC, and any member agency that is receiving electrical service from the AUTHORITY, that are responsible for the oversight and effective management of the AUTHORITY's energy supply program.

3.14 **“Second Amended Power Supply Agreement”** means the Second Amended and Restated Electric Power Supply Agreement between the CRC and the AUTHORITY effective February 5, 2013, as amended.

3.15 **“Transmission Assets”** means transmission, distribution, and related infrastructure that is sold, purchased, owned, controlled or used by the AUTHORITY for the benefit of the DISTRICT, whether done so in the name of the DISTRICT or in the name of the AUTHORITY.

#### **4. POWER SUPPLY ASSETS AND TRANSMISSION ASSETS**

4.1 Nothing in this Agreement shall preclude the DISTRICT or the AUTHORITY from owning, controlling, acquiring, selling or constructing Power Supply Assets or Transmission Assets.

4.2 Unless otherwise instructed by the DISTRICT (which instruction shall comply with the requirements set forth in Exhibit A with respect to Exhibit A Power Supply

Assets), the AUTHORITY shall have the right to use Power Supply Assets and Transmission Assets to provide power to the DISTRICT and, in compliance with Section 5.9, to use the Renewable Energy Attributes to meet the Renewable Portfolio Standard Goal.

## **5. AUTHORITY RESPONSIBILITIES**

5.1 The AUTHORITY shall be responsible for supplying a portion of the power supply needs of the DISTRICT, which may be provided using Power Supply Assets, Transmission Assets, and Energy Management Services.

5.2 The AUTHORITY shall provide sufficient Power Supply Assets to meet the electrical needs of the DISTRICT by transacting in the forward power markets or through the bilateral transactions or participation in generation projects identified on Exhibit A (“Exhibit A Power Supply Assets”), either in the AUTHORITY’s name, or through its contractual arrangements with the CRC. The Parties agree that (i) each Exhibit A Power Supply Asset shall be subject to the additional terms set forth for such asset in Exhibit A, which are incorporated into this Agreement for all purposes as if set forth herein, (ii) Power Supply Assets and associated terms shall only be added or removed from Exhibit A by mutual agreement of the Parties and an amendment of this Agreement, and (iii) in the event of any conflict between Exhibit A and this Agreement, the terms set forth in Exhibit A shall control.

5.3 The Risk Control Committee shall determine the timeframe during which forward power supplies shall be procured. Notwithstanding the foregoing, with respect to Exhibit A Power Supply Assets, the Parties acknowledge that (i) the DISTRICT and the AUTHORITY have determined that Exhibit A Power Supply Assets provide beneficial long term power supply for the DISTRICT, (ii) the DISTRICT guarantees payment of its Exhibit A Power Supply Assets and is entitled to the output of such asset and (iii) the AUTHORITY shall utilize output from Exhibit A Power Supply Assets along with other power supplies in a manner designed to provide the DISTRICT with power supply at a reasonable cost, taking into consideration obligations to

receive the output, price and other terms set out in Exhibit A and the agreement(s) or transactions(s) referenced therein.

5.4 The AUTHORITY shall use its best efforts as agent for the DISTRICT to purchase and sell any Power Supply Assets or Transmission Assets, or portion thereof, to the extent such Power Supply Assets or Transmission Assets are deficient or may be or become surplus to the needs of the DISTRICT. The proceeds from any sale of Power Supply Assets or Transmission Assets on behalf of the DISTRICT must be used to offset the costs charged to the DISTRICT.

5.5 The AUTHORITY shall provide financial accounting, recordkeeping, budgeting and billing for the portion of the Power Supply Assets, Transmission Assets, and Energy Management Services which are provided for the DISTRICT pursuant to this Agreement.

5.6 The AUTHORITY shall, on an annual basis, provide the DISTRICT with a five-year budget for Power Supply Assets, Transmission Assets and Energy Management Services.

5.7 The AUTHORITY shall guarantee, on behalf of the DISTRICT, payment for Power Supply Assets, Transmission Assets, and Energy Management Services which are provided by the AUTHORITY on behalf of the DISTRICT.

5.8 The AUTHORITY shall supply Power Supply Assets, Transmission Assets and Energy Management Services other than Exhibit A Power Supply Assets to the DISTRICT pursuant to the Energy Risk Management Policy. The AUTHORITY shall utilize Exhibit A Power Supply Assets as provided in this Agreement.

5.9 To the extent the power that the AUTHORITY supplies, or causes to be supplied, to the DISTRICT under this Agreement contributes to the Renewable Portfolio Standard Goal (the “DISTRICT Goal”), then to meet that goal the AUTHORITY shall use (a) the REAs the DISTRICT owns, has generated, controls, has acquired or has a right to, as applicable, unless otherwise instructed by the DISTRICT, (the “DISTRICT REAs”); and (b) the REAs acquired and/or associated with any other power that the AUTHORITY supplies, or causes to be supplied,

to the DISTRICT under this Agreement (the “REAs Acquired”). If the AUTHORITY uses any DISTRICT REAs to satisfy the Renewable Portfolio Standard Goal, then, to the extent formal registration pursuant to regulations adopted by the Commission is not required, the DISTRICT shall be deemed to have automatically assigned and transferred those DISTRICT REAs to the AUTHORITY, the AUTHORITY will use them to satisfy the DISTRICT Goal and the AUTHORITY will use them for that year’s reporting requirement. Any other DISTRICT REAs that require such formal registration in order for the AUTHORITY to use them to satisfy the balance of the Renewable Portfolio Standard Goal must be transferred to the AUTHORITY in accordance with any applicable regulations adopted by the Commission in order to be utilized. If, after applying the DISTRICT REAs and REAs Acquired to satisfy the DISTRICT Goal, there is a surplus of these REAs, then the AUTHORITY shall use that surplus to help satisfy the balance of the Renewable Portfolio Standard Goal (the “Surplus”). If, after applying the DISTRICT REAs and REAs Acquired to satisfy the DISTRICT Goal, there is a deficit of these REAs, then the AUTHORITY shall use any REA surplus(es) from other Participating Agencies to help satisfy the DISTRICT Goal (the “Deficit”).

By December 31st each year, the AUTHORITY shall establish at its sole determination a price for the Renewable Energy Attributes for the current calendar year for such attributes being used by the AUTHORITY for that year’s reporting requirement, including the DISTRICT REAs and REAs Acquired, (the “Annual Value”). Any actual revenues received or expenses incurred by the AUTHORITY due to purchases or sales of Renewable Energy Attributes with entities other than Participating Agencies will be credited or debited to the DISTRICT in proportion to the DISTRICT’s contribution to the Renewable Portfolio Standard Goal’s surplus or deficit after the DISTRICT REAs and REAs Acquired are credited to the DISTRICT. Yearly by July 31, the AUTHORITY shall provide the DISTRICT (a) a credit to the DISTRICT’s account for the preceding year’s Surplus multiplied by the preceding year’s Annual Value and (b) a debit to the DISTRICT’s account for the preceding year’s Deficit multiplied by the preceding year’s Annual Value.



Yearly by July 31, the AUTHORITY shall present to the Risk Control Committee, and provide the DISTRICT with, an accounting of how all REAs were allocated, credited and charged in the prior year.

Notwithstanding the foregoing, any treatment of REAs acquired with respect to Exhibit A Power Supply Assets shall be treated in accordance with the terms set forth for such asset in Exhibit A.

## **6. DISTRICT RESPONSIBILITIES**

6.1 The DISTRICT expressly acknowledges that the AUTHORITY will be supplying Power Supply Assets from forward market transactions and Exhibit A Power Supply Assets. The DISTRICT shall guarantee payment to the AUTHORITY for all Power Supply Assets, Transmission Assets, and Energy Management Services which are procured for the DISTRICT by the AUTHORITY.

6.2 The DISTRICT shall designate one representative to participate on the Risk Control Committee.

6.3 The DISTRICT shall provide the AUTHORITY with an irrevocable letter of credit, or some other form of collateral that is mutually acceptable to the Parties, in the amount of \$6,000,000, which the AUTHORITY may draw upon in the event of a payment default. If the DISTRICT provides the AUTHORITY with an irrevocable letter of credit, the form of the letter of credit must be acceptable to the AUTHORITY. Should the AUTHORITY determine that an increase in the amount of collateral is necessary, the DISTRICT will provide the required increase within 45 days of the written request by the AUTHORITY or the AUTHORITY may take additional protective measures including liquidating energy contracts entered into on behalf of the DISTRICT.

6.4 The DISTRICT shall timely provide the AUTHORITY the forecast and planning information necessary for the AUTHORITY and the CRC to jointly prepare and produce an Electric Power Supply Plan as provided for in the Second Amended Power Supply Agreement.

6.5 The DISTRICT shall cooperate in assisting the AUTHORITY so that the AUTHORITY can generally act as its agent with the CRC relative to the Second Amended Power Supply Agreement.

## **7. INDEMNIFICATION**

Except to the extent limited under NRS Chapter 41 or any applicable law, a Party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other Party, and each of its officials and employees (each an “Indemnified Party”) from and against any and all claims, demands, suits, obligations, payments, liabilities, costs, fines, penalties, sanctions, judgments, damages, losses or expenses, including attorneys’ fees and court or arbitration costs and fees, (each, a “Loss”) asserted by third parties against an Indemnified Party and arising out of, relating to, or resulting from the Indemnifying Party's breach of, or the performance or non-performance of its obligations under this Agreement; provided, however, that no Party shall be indemnified hereunder for any Loss resulting from its gross negligence, fraud or willful misconduct. A Party will assert all defenses available under applicable law, including the immunities provided under NRS Chapter 41.

## **8. NO THIRD-PARTY RIGHTS**

This Agreement shall not be deemed to be for the benefit of any entity or person who is not a Party and does not create any rights, benefits or causes of action for any other person, entity or member of the general public. For avoidance of doubt, this Agreement shall not be deemed to be for the benefit of, and does not create any rights, benefits or causes of action for, any entity or person who is party to an agreement or participates in a Power Supply Asset set forth in Exhibit A and is not a Party to this Agreement.

## **9. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties. Any invalid or unenforceable provision will be deemed severed from this Agreement, and the balance of this

Agreement will be construed and enforced as if it did not contain the particular invalid or unenforceable provision. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

#### **10. FORCE MAJEURE**

The respective duties and obligations of the Parties hereunder (except the obligation of a Party to honor an indemnity obligation or to pay or provide a credit for such sums as may become due from time to time under this Agreement) shall be suspended while and so long as performance thereto is prevented, delayed or impeded by strikes, labor disputes, civil insurrection, riots, fire, flood, storm, governmental orders, war, acts of God, weather, acts of vandalism, public disobedience or any other similar cause which is beyond the reasonable control of the Party from whom the affected performance was due (the "Affected Party"); provided, however, that (a) if such an event occurs or is anticipated, the Affected Party must promptly notify the other Party in writing and in that notice describe the event, explain how it impacts performance and provide an estimate of the duration of the event, (b) both Parties must seek to shorten, avoid and mitigate the effects of any such event and (c) the Affected Party must promptly notify the other Party in writing when the event has ended and promptly resume performance.

#### **11. TERMINATION**

The AUTHORITY or the DISTRICT may terminate this Agreement by action of its governing body provided that the terminating Party provides at least 30 days written notice of its proposed action to terminate the Agreement to the other Party. The effective date of the termination will be 90 days after the date on which the terminating Party's governing board approves the termination; provided, however, with respect to any Exhibit A Power Supply Asset, the effective date of the termination will be the date on which the Exhibit A Power Supply Asset is terminated or retired, as applicable; and provided further that, with respect to any Exhibit A Power Supply Asset, recognizing that it may be impossible to financially liquidate purchase

obligations set out therein, the effective date of the termination of this Agreement will be the effective date on which the DISTRICT and AUTHORITY commence a replacement stand-alone bilateral transaction for each Exhibit A Power Supply Asset. Within 30 days of written notice to terminate this Agreement, the AUTHORITY will provide commercial terms for such replacement transaction. With respect to any liability of the AUTHORITY with respect to an Exhibit A Power Supply Asset that survives termination of the agreement or transaction listed in Exhibit A, the DISTRICT's obligations to the AUTHORITY for such liability shall also survive termination of this Agreement.

With respect to any liability for the AUTHORITY with respect to the asset that survives termination or retirement of the asset and that is guaranteed by the DISTRICT, the DISTRICT's obligations to the AUTHORITY for such liability shall also survive termination of this Agreement.

## **12. NOTICES**

All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given: (a) when delivered, if personally delivered; (b) upon receipt during the receiving Party's normal business hours, otherwise on the first business day thereafter, if transmitted by facsimile with confirmation of receipt; (c) on the date officially recorded as delivered (or delivery refused) according to the record of delivery, if mailed by certified mail, return receipt requested, postage prepaid; or (d) on the date officially recorded as delivered (or delivery refused) according to the record of delivery, when delivered by courier; in each case, to the following:

If to the District:	Las Vegas Valley Water District 1001 South Valley View Boulevard, MS 1160 Las Vegas, NV 89153 Attention: Kenneth Albright <a href="mailto:ken.albright@lvvwd.com">ken.albright@lvvwd.com</a>
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If to the AUTHORITY: Southern Nevada Water Authority  
P.O. Box 99956, MS 115  
Las Vegas, NV 89193-9956  
Attention: Scott Krantz  
[scott.krantz@snwa.com](mailto:scott.krantz@snwa.com)

With copy to: Southern Nevada Water Authority  
c/o: Las Vegas Valley Water District  
1001 South Valley View Blvd., MS 480  
Las Vegas, Nevada 89153  
[generalcounsel@lvvwd.com](mailto:generalcounsel@lvvwd.com)

A Party may change its contact information for purposes of this Agreement by giving the other Party written notice in the manner set forth above.

### **13. GOVERNING LAW; VENUE**

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Nevada. All actions must be initiated in a state or federal court located in Clark County, Nevada, and the Parties consent to jurisdiction by such courts. The Parties agree they will not initiate an action against each other in any other jurisdiction.

### **14. COUNTERPARTS**

The Parties may execute this Agreement in counterparts and through agreed-upon electronic means. Each of these counterparts, when signed and delivered, is deemed to be an original, and all of such counterparts taken together shall constitute one instrument. Executed copies hereof may be delivered by email or in accordance with the “NOTICES” Section.

### **15. AMENDMENT**

This Agreement may be modified or amended only by a written instrument signed by both Parties with the same formality as this Agreement.

### **16. PERFORMANCE OF ACTS ON BUSINESS DAYS**

Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference

in this Agreement to a “business day” refers to a day that is not a Friday, Saturday, Sunday or observed as a holiday by DISTRICT. If the final date for payment of any amount or performance of any act required by this Agreement falls on a non-business day, that payment is required to be made or act is required to be performed on the next business day.

#### **17. HEADINGS; CROSS REFERENCES; USAGE OF WORDS**

The section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections are to Sections in this Agreement, unless otherwise specified. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the word “power” includes electrical capacity and electrical energy. When followed by an example, the words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.” Unless otherwise expressly stated, words not defined herein shall be given their common and ordinary meaning.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**LAS VEGAS VALLEY WATER DISTRICT**

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

JOHN J. ENTSMINGER  
General Manager

Dated: \_\_\_\_\_, 2022

APPROVED TO AS OF FORM:

\_\_\_\_\_

GREGORY J. WALCH  
General Counsel

Dated: \_\_\_\_\_, 2022

**SOUTHERN NEVADA WATER  
AUTHORITY**

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

JOHN J. ENTSMINGER  
General Manager

Dated: \_\_\_\_\_, 2022

APPROVED TO AS OF FORM:

\_\_\_\_\_

GREGORY J. WALCH  
General Counsel

Dated: \_\_\_\_\_, 2022

**EXHIBIT A**  
**POWER SUPPLY ASSETS**

**Solar Energy Power Purchase Agreement between Boulder Flats Solar, LLC  
and Southern Nevada Water Authority**

A Pro Rata Share (as defined below) of output purchased by the AUTHORITY pursuant to that certain Solar Energy Power Purchase Agreement between Boulder Flats Solar, LLC and Southern Nevada Water Authority dated March 25, 2021 (“Boulder Flats PPA”).

The Parties agree that the following terms shall apply with respect to this Power Supply Asset. All initial capitalized terms used and not defined in this Agreement shall have the meaning set forth in the Boulder Flats PPA.

1. **Sale and Purchase.** Commencing as of commercial operations of the Boulder Flats facility, AUTHORITY shall have purchase power rights to approximately 113 MWAC of Renewable Energy and associated Renewable Energy Attributes. During the Term of the Boulder Flats PPA, AUTHORITY shall sell and deliver to DISTRICT, and DISTRICT shall purchase from AUTHORITY, a Pro Rata Share of (i) all of the Renewable Energy generated by the facility that is delivered to the 230kV terminus of the River Mountains System at the Mead 230kV substation operated by Western, and (ii) as further set out in Section 4 below, any Renewable Energy Attributes associated with such Renewable Energy conveyed under the Boulder Flats PPA.

**Determination of DISTRICT Pro Rata Share:**

A.	DISTRICT’s	
	Contract Capacity:	6,000 kw
B.	Facility Expected Output:	113,000 kw
C.	Pro Rata Share	5.31% (A/B)

2. **Price.**

The price of all delivered Renewable Energy sold by the AUTHORITY to the DISTRICT shall be \$30.49/MWh subject to the adjustment set forth in Section 7 below.

3. **Term and Survival.**

- a. Subject to early termination as provided in this Section 3, the AUTHORITY shall manage this Power Supply Asset commencing on the Commercial Operation Date of the Facility and continue until the earlier of twenty-fifth (25th) year anniversary of Commercial Operation Date or the termination date of the Boulder Flats PPA, subject to such continued effectiveness as set forth in Section 11 of the Agreement.
- b. **Early Termination Due to Failure to Achieve Commercial Operation of the Facility.** This Power Supply Asset designation on Exhibit A may be terminated by written notice of either Party if the Facility does not achieve or is not expected to achieve



commercial operations by its Guaranteed Commercial Operation Date, including any extension thereof, as such term is defined in the Boulder Flats PPA.

- c. **Survival of Provisions.** Applicable provisions of this Power Supply Asset commitment shall continue in effect after cancellation, expiration, or earlier termination of the Boulder Flats PPA to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination and, as applicable, to provide for: final billings and adjustments related to the period prior to termination, repayment of any money due and owing to either Party pursuant to this Agreement, and the indemnifications specified in this Agreement.
4. **Conveyance of Renewable Energy Attributes.** Unless otherwise directed by DISTRICT, AUTHORITY will manage the Renewable Energy Attributes (referred to as Renewable Energy Benefits in the Boulder Flats PPA) produced by the Facility in accordance with Section 5.9 of this Agreement. Should DISTRICT elect to manage and otherwise administer its own Renewable Energy Attributes, at each Party's own expense, AUTHORITY and DISTRICT shall execute all documents and instruments necessary to effect the transfer of the Renewable Energy Attributes to DISTRICT or its respective designees, including compliance with all Applicable Laws, including the Renewable Energy Law and all rules and regulations established by any Person for the issuance and tracking of PECs, including the PEC Administrator, the PUCN and NVTREC. For avoidance of doubt, no ITCs, Tax Credits, or other tax incentives existing under Applicable Laws shall be conveyed to DISTRICT.
5. **Good Title and Risk of Loss.** AUTHORITY warrants that it will deliver to DISTRICT Renewable Energy and Renewable Energy Attributes (if applicable) free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to delivery.
6. **Test Energy.** AUTHORITY shall have no obligation to sell, and DISTRICT shall have no obligation to purchase, Test Energy from the Facility or any associated Renewable Energy Attributes accrued to the account of AUTHORITY from the Facility prior to the Commercial Operation Date.
7. **Credits to DISTRICT Based on Facility Output Guaranty.** To the extent that AUTHORITY receives final payment for an Output Shortfall under Section 7.4 of the Boulder Flats PPA as a result of the Facility failing to meet its Output Guaranty (as such term is defined in the Boulder Flats PPA), AUTHORITY shall promptly notify DISTRICT of such payment and thereafter pay within twenty (20) days of receipt of a liquidated damages payment an amount equal to DISTRICT's Pro Rata Share times the amount of the liquidated damages payment net of AUTHORITY's expenses associated with validating and securing the payment.
8. **Boulder Flats Solar, LLC or any successor in interest as seller under the Boulder Flats PPA** (i) shall be considered a third party for purposes of indemnification pursuant to Article 7 of the Agreement, and (ii) as provided in Article 8 of the Agreement, shall not be considered a third-party beneficiary of the Agreement.

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

April 5, 2022

**Subject:**

Service Rules Update

**Petitioner:**

Colby N. Pellegrino, Deputy General Manager, Resources

**Recommendations:**

That the Board of Directors receive a water resources update and adopt changes to the Service Rules, including a prohibition on water service to customers who use any portion of water served by the District for spray irrigation or turfgrass areas in new development, except at schools, parks, and cemeteries, and the incorporation of the Southern Nevada Water Authority's definitions of Functional and Nonfunctional Turf pursuant to Assembly Bill 356.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

Conservation of water resources remains a priority for this community, and the federal shortage declaration on the Colorado River underscores the importance of continued efforts. Reducing Southern Nevada's consumptive water use is the most effective way to realize water conservation savings. Outdoor irrigation represents the community's largest consumptive use, exhausting more than one-half of Nevada's annual Colorado River allocation each year.

To help reduce Southern Nevada's consumptive water use, the Nevada Legislature passed Assembly Bill 356 (AB 356) in 2021, prohibiting the use of Colorado River water to irrigate nonfunctional turf at non-single-family-residential properties as of January 1, 2027. The legislation also required the formation of a Nonfunctional Turf Removal Advisory Committee to help the Southern Nevada Water Authority (Authority) develop its plan for nonfunctional turf removal and to formulate definitions for "functional turf" and "nonfunctional turf." The Authority's Board of Directors accepted the committee's recommendations and adopted its definitions on January 20, 2022. Pursuant to AB 356, the Authority's definitions are to be incorporated into the service rules of the SNWA's member agencies.

Additionally, on December 20, 2021, the Authority Board adopted a new Water Resource Plan and a more aggressive conservation goal of 86 gallons per capita per day. To meet this goal, a number of water efficiency strategies must be employed to reduce consumptive uses from customers in all sectors. To this end, the SNWA's Board approved a resolution that, when implemented by the SNWA's member agencies, will prohibit spray irrigation and turfgrass within new development except at schools, parks and cemeteries. On average, irrigated turfgrass consumes 55 more gallons of water per square foot than water efficient landscaping. As turf continues to be installed throughout the valley, water demand increases.

The proposed Service Rule changes, if approved, will prohibit water service to customers that use District water for spray irrigation or to irrigate turfgrass areas at properties that are issued a certificate of occupancy after April 5, 2022, with the exception of schools, parks and cemeteries. The proposed changes will also incorporate the SNWA's definitions of functional and nonfunctional turf pursuant to AB 356.

This action is authorized pursuant to Section 39 of Assembly Bill 356 (2021) and Section 9(1) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

JJE:CNP:AMB:KH

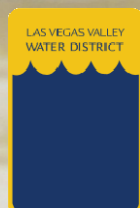
Attachments: Service Rules

AGENDA  
ITEM #

**8**



# Las Vegas Valley Water District



## SERVICE RULES

April 2022

# **LAS VEGAS VALLEY WATER DISTRICT**

## **SERVICE RULES**

**EFFECTIVE APRIL 5, 2022**

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## CHAPTER 1 – INTERPRETATION AND DEFINITIONS

1. Interpretation of Rules. The Service Rules will be interpreted to support and further the purposes of the Las Vegas Valley Water District Act, 1947 Nevada Statutes Chapter 167, including the acquisition and distribution of water, receipt of payment for distributed water, construction and maintenance of appropriate infrastructure, or preservation of public health, safety, or welfare. Except for the provisions put forth in Chapter 2, Water Commitments, the General Manager shall have discretion in the interpretation and application of the Rules. This discretion shall be exercised to maintain equity among users to accomplish the intent of the Act and of the Rules, policies, and procedures of the Las Vegas Valley Water District (“LVVWD” or “District”).
2. Gender, number and tense.
  - a. Except as otherwise required by the context:
    1. The singular number includes the plural number, and the plural includes the singular.
    2. The present tense includes the future tense.
  - b. The use of a masculine noun or pronoun in conferring a benefit or imposing a duty does not exclude a female person from that benefit or duty. The use of a feminine noun or pronoun in conferring a benefit or imposing a duty does not exclude a male person from that benefit or duty.
3. “And,” “or,” and “including.”
  - a. Except as otherwise required by the context:
    1. “And” means all of a list of items.
    2. “Or” means any one or more of a list of items and is presumed to be nonexclusive and to incorporate the phrase “including but not limited to.”
    3. “Including” is presumed to be nonexclusive and to incorporate the phrase “including, but not limited to.”
4. Computation of time.
  - a. In computing a period of time stated in the Service Rules, for a period expressed in days, the first day of the period is excluded and the last day is included.
  - b. If the last day of a period of time falls on a Sunday, Saturday, or state-designated Legal Holiday, the following day will counted as the last day of the period.
  - c. Unless otherwise expressly stated, “days” means calendar days.
5. “Abandoned Service” means a service connection where the service lateral was cut, capped, and left in place. If the service classified as abandoned is actually removed, the service shall be reclassified as removed in District records.
6. “Acceptance of the installation” means the District’s approval of a facility installation, and the subsequent delivery of a valid bill of sale conveying unencumbered title to the facility.
7. “Advanced Metering Infrastructure” (AMI) means the infrastructure (ie: transmitting equipment) installed to facilitate the remote collection of meter data and consumption data.

8. “American Water Works Association Standards” (AWWA) or “AWWA Standards” means the latest revision of the standards adopted by AWWA, Denver. A copy of the Standards is available for review at the District.
9. “Applicant” means a person applying for new water service to a particular parcel within the District or for District approval on other matters. The applicant must be the developer, property owner, or legally designated representative. Applicant may also mean the District.
10. “Application Fee” means the charge required for service to property where a service connection does not exist, where a service is to be enlarged, or where a service is added, including those temporary connections and those connections located within an Assessment District.
11. “Automated Meter Reading” (AMR) means the equipment for the drive by remote collection of consumption data from a customer’s water meter.
12. “Average Annual Potable Water Rate for Large Irrigation Customer” means the cost per 1,000 gallons on an annual basis for this class of customer. The cost may include metering charges for water delivery, service charges, private fire protection service charge, combined service charge, backflow service charge, SNWA reliability surcharge, SNWA commodity charge, or SNWA infrastructure charge.
13. “Approved Backflow Prevention Assembly” means an assembly that has been approved by the District. The approval of backflow prevention devices by the District will be based on a report by an approved testing laboratory recommending such an approval and acceptance through the District approval process.
14. “Assessment District” means an assessment district created pursuant to Section 1(16) of the Las Vegas Valley Water District, 1947 Nevada Statutes, Chapter 167.
15. “Backflow Prevention Assembly” means an assembly for the prevention of water return or “backflow” from a customer water system to the District water system, including a backflow prevention device, isolation valves, test cocks, thrust restraints, a vault, connecting piping, an enclosure, or other appurtenances.
16. “Billing Date” means the date shown on the monthly water bill.
17. “Board” means the Board of Directors of the Las Vegas Valley Water District.
18. “Bolstering” means looping, or increasing the length of a proposed main extension beyond that required to serve a particular development, in order to provide for the orderly development of the District distribution system, to improve water quality, or to improve system reliability.
19. “Combined Service” means a single service connection through which water is obtained for the dual purpose of private fire service and domestic service.
20. “Conditional Water Commitment” means a water commitment that may be made if the



applicant completes specific requirements within specified time frames as stated in a written agreement with the District.

21. "Connection" means a service connection or main extension connected to an existing main. Connection excludes an emergency service connection, an interim or construction water service, or temporary service connection.
22. "Construction Service" means permanent or non-permanent connections for delivery of water for use during the construction of new development, additions to existing improvements, sand and gravel operations, or other construction uses, such as grading and compaction, paving, and dust control. Construction services may not be used to avoid installation of a permanent water service connection for permanent irrigation, long-term dust suppression, domestic service, private fire service, or other unauthorized uses. Water from construction sites is prohibited from flowing continuously into public streets, roadways, or sidewalks.
23. "Construction Water" means metered water delivered for construction purposes, including compaction or dust control. Use of construction water for domestic use or fire suppression is prohibited.
24. "Cross-Connection" means any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems, or a private well, one of which contains potable water and the other non-potable water or industrial fluids that could pose health or safety risks, through which, or because of which, backflow may occur into the potable water system. This includes any temporary connections, such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or change-over devices or sliding multiport tubing.
25. "Customer" means a person who receives water service from the District through an existing service connection, a person applying for water through an existing service connection, a person who is a beneficiary of or otherwise receives a benefit from District water service, or an applicant, developer, or property owner.
26. "Deserted Service" means a service connection whose existence is documented in District records, but cannot be field-located or is field-located at a site where no building exists on the property and for which there is no water commitment.
27. "Developer" means any person engaged in or proposing development of property, including an owner of the property.
28. "Development Agreement" means an agreement in a form approved by the Board governing design; construction; inspection; acceptance of an installation, and cost responsibility for installation of any facility, including major installations such as a reservoir or a pumping station; to be connected to the District system.
29. "Development Approval" means the notification to the District from Clark County or the City of Las Vegas that all required permits and administrative processes have been successfully completed and approved for the division of property or issuance of a building permit.
30. "Disconnected Service" means an active service connection which has been turned off or



terminated for non-payment of water bills or illegal or unauthorized use.

31. "District" means the Las Vegas Valley Water District.
32. "Domestic Service" means a service connection through which water is obtained for all purposes permissible under law, including commercial and industrial uses exclusive of fire protection and construction service.
33. "Effluent Management Plan" or "EMP" means the plan required by the Nevada Division of Environmental Protection as a condition of issuing of a Ground Water Discharge Permit to non-potable water users.
34. "Emergency" means a sudden or unexpected occurrence or need that requires immediate action to prevent an adverse impact upon life, health, property or essential public services.
35. "Emergency Service Connection" means a District authorized service connection on an interim basis required to safeguard public health, welfare, or safety and to protect private or public property.
36. "Employee" means any individual employed by the District, excluding independent contractors, consultants, or their employees.
37. "Endpoint Equipment" means the radio-based devices connected to a meter to enable communication of consumption data for both AMI and AMR.
38. "5/8 Equivalency" means the comparable number of 5/8" meters, which equates to the meter size under discussion primarily used for fee and rate calculations.

<u>Meter Size</u>	<u>Typical 5/8" Equivalency</u>
5/8"	1.0
3/4"	1.5
1"	2.5
1½"	5.0
2"	8.0
3"	16.0
4"	25.0
6"	50.0
8"	80.0
10"	115.0
12"	170.0

39. "Existing Landscape" means a landscape not meeting the definition of New Landscape.
40. "Expansion or Addition" means an increase in size of an existing building or other structure

presently served by the District or a building or structure added to an existing parcel presently served by the District.

41. “Facilities Connection Charge” means the charge required of all applicants for service to property where a service connection does not exist or where a service exists and a Facilities Connection Charge has been paid in the last ten years. The Charge is based on meter size and the current rate. A Facilities Connection Charge paid in the previous ten years will be applied toward the charges due.
42. “Final Water Project Acceptance” means, prior to scheduling the final inspection, the developer shall verify that the entire water project is ready for inspection. The developer is responsible for the restoration of all existing water facilities belonging to the District immediately adjacent to the approved water plans work area. The water facilities include laterals, meters, valves, collars, blow-offs, vault access cover, air vacuum air release assemblies, backflow assemblies, anode test stations, or chlorine or pressure monitoring stations.
- ~~43.~~ “Fire Hydrant Service” means a service connection for a public fire hydrant to be located within a public right-of-way or easement. The fire hydrant shall be of a type and manufacturer approved by the entity having jurisdiction.
- ~~43.~~
- ~~44.~~ “Fixture Units” means the definition of fixture units contained in the current edition of the Uniform Plumbing Code.
- ~~45.~~ “Functional Turf” is defined by the Southern Nevada Water Authority at [www.snwa.com](http://www.snwa.com).
- ~~44.46.~~ “General Manager” means the person duly appointed by the Board to perform the duties of the position, or that person’s duly appointed representative.
- ~~45.47.~~ “Handwatering” means the application of water to outdoor vegetation with a hand-held hose or container.
- ~~46.48.~~ “Idler” means a length of pipe installed in lieu of a meter. Use of an idler is prohibited.
- ~~47.49.~~ “Inactive Consumption” means the consumption of water at a property without an active District account.
- ~~48.50.~~ “Inactive Service” means a service connection which is not in use, but is fully operational and documented in District records. Reactivating inactive facilities may require the facilities to be brought into compliance with current District standards at the applicant’s expense.
- ~~49.51.~~ “Indoor Water Feature” means a water feature completely enclosed in the interior of a building.
- ~~50.52.~~ “Inspection Fee” means the fee charged for District inspection of all new water facility installations and water service relocations constructed by private contractors.
- ~~51.53.~~ “Interconnection” means any actual or potential unauthorized connection from customer piping,

which will provide water to other property or permit use of water for purposes other than that for which a service connection was authorized.

52.54. “Irrigation of Commercial Nursery Stock” means the irrigation of vegetation intended for sale at a licensed commercial plant nursery.

53.55. “Land Division” means the process described in NRS 278.471 to 278.4725.

54.56. “Large Scale Turf and Landscape Irrigators” means agents, entities, firms, or companies responsible for the development, operation, or maintenance of landscaped areas. Areas include parks, golf courses, schools, or land approved for subdivision for residential, industrial, or recreational complexes, or their related common areas.

55.57. “Las Vegas Valley Groundwater Management Program” means the resource management program authorized by 1997 Nevada Statutes, Chapter 572 and operated by the Southern Nevada Water Authority in cooperation with an advisory committee of Las Vegas Valley groundwater users. The program develops and performs activities that promote long term groundwater management and aquifer protection within the Las Vegas hydrographic basin.

56.58. “Legally Designated Representative” means a person to whom a property owner has given power of attorney or other documentation satisfactory to the District authorizing the person to apply for new water service on behalf of the property owner. The documentation presented to the District must contain the property owner’s signature, mailing address, and location of the property which is the subject of the application. The property owner shall be liable for all water service provided to the property as a result of the application by the legally designated representative, and any unpaid charges may become a lien on the property pursuant to 1947 Nevada Statutes Chapter 167, Section 9.1.

57.59. “Limited Water Commitment” means a water commitment that is subject to the requirements on water quantities for subdivision and parcel maps specified in NRS 278.377 and NRS 278.461 and subject to the limitation of the Service Rules.

58.60. “Main Extension” means an adjacent, parallel, or extended addition to the District’s distribution system, consisting of a pipeline which is six inches in diameter or greater, for the purpose of providing an adequate water supply. The District may require an increase in the length of a main extension beyond that required to serve a particular development in order to provide for the orderly development of the District’s distribution system, improve water quality, or improve system reliability.

59.61. “Manmade Lake” means a manmade body of water, including lakes, ponds, lagoons, and reservoirs (excluding tank-type reservoirs which are fully enclosed and contained) that are filled, or refilled, with potable water, or non-potable water from any source. The term does not include swimming pools, Ornamental Water Features, or Recreational Water Parks.

60.62. “Master Meter” means the District-approved primary measuring device used for the purpose of accurately recording all consumption entering an area containing a number of customers or privately sub-metered services.

61.63. “Meter” means the District-approved measuring device used for the purpose of accurately

recording the consumption of water by customers.

~~62.64.~~ “Meter Maintenance” means the routine testing, calibration, repair, or replacement of District water meters to ensure accuracy and compliance with the American Water Works Association Meter Standards.

~~63.65.~~ “Mobile Home Park” means an area or tract of land where two or more mobile homes or mobile home lots are privately owned, rented, or held out for rent. This does not include an area or tract of land where:

- a. More than half of the lots are rented overnight or for less than three months for recreational vehicles.
- b. Mobile homes are used occasionally for recreational purposes and not as permanent residences.

~~64.66.~~ “Mobile Meter” means a fire hydrant meter, generally mounted on a vehicle, issued to small consumption water users for short-term connection to fire hydrants at multiple locations over time. Use must remain within the District service area, and permits are issued solely at the discretion of the District.

~~65.67.~~ “Multiple Meter Service” means a single lateral pipe utilizing a battery of meters for providing domestic service.

~~66.68.~~ “NAC” means the Nevada Administrative Code.

~~67.69.~~ “NDEP” means the Nevada Division of Environmental Protection.

~~68.70.~~ “NRS” means the Nevada Revised Statutes.

~~69.71.~~ “New Landscape” means new vegetation planted as part of an initial landscape installation, replacement, or as part of a landscape conversion from turf grass to xeriscape.

~~70.72.~~ “Non-Functional Turf” means Turf not meeting the definition of Functional Turf as defined by the Southern Nevada Water Authority at [www.snwa.com](http://www.snwa.com).

~~71.73.~~ “Non-Conforming” or “Non-Conforming Use” means the use of District water that was allowed under zoning regulations and/or the District’s Service Rules at the time the use was established but which, because of subsequent changes in those rules or regulations, is no longer a permitted use. No such Non-Conforming Use shall be enlarged, increased or extended. Non-Conforming Uses do not include Turf.

~~72.74.~~ “Non-Potable Water” (e.g., recycled or reclaimed water) means water that does not meet the State of Nevada standards for potable water and that is made available for irrigation purposes for large scale turf and landscaped areas including golf courses, schools, or parks. Non-potable water may include reclaimed or recycled wastewater, water which has been recovered from a ground water recharge or recovery facility for non-potable use, or potable water which has been blended with reclaimed or recovered groundwater for capacity or water quality reasons.

- 73.75. “Non-Potable Water System” means a system for the distribution of non-potable water to eligible customers.
- 74.76. “Non-Potable Water User” means or person responsible for fees and charges assessed for using non-potable water from a recycled water distribution system. The user shall also be responsible for completing and complying with the non-potable water requirements imposed by NDEP.
- 75.77. “Non-Potable Water User Modifications” means on-site modifications and facilities such as replacement of greens, storage reservoirs, sprinkler systems, installation of a second water distribution system, retro-fitting of certain existing equipment, or the installation of signage to allow the use of non-potable water on the premises in accordance with the approved Effluent Management Plan
- 76.78. “Non-Residential” means all land uses not designated as Residential.
- 77.79. “Non-Spray Irrigation” means any irrigation system that applies water without projecting droplets more than one foot (such as drip or bubbler systems).
- 78.80. “Non-Standard Service Connection” means a service connection from a main to a parcel that is not contiguous to the main to which the connection is made. A service will not be considered or classified as non-standard if the parcel to be served is not adjacent to a public right-of-way, and a permanent right of access with overlapping utility easement is provided for the on-site private lateral. The applicant will be required to provide an easement for the on-site private lateral from the owner of the property upon which the applicant’s private lateral will cross to complete the service connection.
- 79.81. “Offsite Main” means a main, regardless of size, which extends from the existing system to a development and generally remains outside the development boundaries.
- 80.82. “On-site Main” means public mains, which are installed specifically to provide service to developments, and are generally located within the development’s boundaries.
- 81.83. “On-site Non-Potable Water Distribution Pipelines” means the portion of a non-potable water distribution pipeline, sited on the user’s property located downstream of the point of delivery. Ownership, maintenance, and repair is the responsibility of the non-potable water user.
- 82.84. “Ornamental Water Feature” means any manmade stream, fountain, waterfall, or other manmade water feature that contains water that flows or is sprayed into the air, and is constructed for decorative, scenic or landscape purposes, excluding swimming pools, manmade lakes, and manmade recreational water theme parks.
- 83.85. “Overseeding” means the process of spreading seed over an Existing Landscape for the purposes of increasing vegetation, typically turf grass.
- 84.86. “Oversized Main Extension” means a main larger in diameter than the minimum diameter necessary to provide a supply to a proposed development or the minimum diameter required based on the street right-of-way width, which will be capable of meeting future demands on the

District's distribution system. The District may increase the length or diameter of a main extension beyond that required to serve a particular development, in order to provide for the orderly development of the District's distribution system, improve water quality, or improve system reliability.

87. "Oversizing Charge" means the charge required for service to property where a service connection does not exist, where a service is to be enlarged, or where a service connection is to be added, including connections located within an Assessment District.
88. "Park" means a large area providing a wide range of open space for recreational opportunities that (i) includes facilities and amenities to serve users such as restrooms, group picnic areas, playground equipment, and sport fields; and (ii) is either a Public Facility or a private facility located within an HOA-managed community.
- 85-89. "Parallel Main" means a distribution main extension, when approved by the District, installed adjacent to a previously existing distribution main or transmission main. Where used, frontage connection charges and refunds will be based on the main providing the direct connection for service.
- 86-90. "Parcel Map" means a map as provided in accordance with NRS 278.461, 278.462, 278.463, 278.464, or 278.466.
- 87-91. "Person" means any individual, firm, association, organization, partnership, trust, company, corporation, or other incorporated or unincorporated entity, and any municipal, political, or governmental corporation, district, body or agency other than the District.
- 88-92. "Point of Delivery" means the location on a property immediately downstream of the District's meter and control valve vault and test port at the boundary of the permanent easement granted by the non-potable water User.
93. "Potable Water" means water treated pursuant to the Safe Drinking Water Act.
- 89-94. "Public Facility" means any infrastructure facility, building, structure, service, or combination thereof, intended for use by the general public, or land approved for such use, that is owned, leased, operated and/or controlled by a local, state, or federal governmental entity.
- 90-95. "Primary Building Permit" means a permit issued by either the City of Las Vegas, City of North Las Vegas, City of Henderson, or Clark County for a structure including the foundation, shell, or other related building components.
- 91-96. "Private Fire Service" means a service connection through which water is available on private property for fire protection exclusively. Private fire service shall be equipped with a District approved double check detector assembly.
- 92-97. "Private Main" means a water pipeline and appurtenances not owned by the District after

completion.

93-98. “Property” means any real property owned, leased, rented, or otherwise controlled, used, or inhabited by any person holding a water account with the District.

94-99. “Property Owner” or “Owner” means the owner of record of a property, which has, is, or will be receiving water service from the District.

95-100. “Public Health, Safety, or Welfare” means any activity where the use of water is the most appropriate and practical method to abate a health or safety hazard, or where the use of water is required to reasonably meet the provisions of federal, state, or local law, or where a project approved by the General Manager is planned, or underway.

96-101. “Public Main” or “Main” means a water pipeline and appurtenances which is owned, operated, and maintained by the District.

97-102. “Recreational Water Park” means an amusement park with any combination of water play areas intended for human contact such as pools, water slides, splash pads, lazy rivers, artificial surfing, artificial bodyboarding, and/or water playgrounds, as well as areas for floating, wading, or swimming.

98-103. “Recycled Water Distribution System” or “RWDS” means the pumping stations, pipelines, control systems, and related facilities and appurtenant equipment, which conveys or aids in the efficient conveyance of non-potable water from the designated water resource center.

99-104. “Removed Service” means a service connection based on actual field conditions which documents that the service lateral no longer exists. The service is classified as removed in District records. If field conditions later indicate that a service classified as removed was actually abandoned, the service shall be classified as abandoned in District records. See “Abandoned Service.”

100-105. “Reservoir Level Sensing Device” means the equipment owned, controlled, and maintained by the District which is used to monitor and maintain the level of water in a user’s irrigation storage pond or other storage facility and for transmission of that information to the District’s main control center or to the control valve in the meter and control valve vault.

101-106. “Residential” means a land use type that includes dwelling units constructed for regular, permanent occupancy as the major function of the structure.

102-107. “Residential Car Washing” means washing personal vehicles with a leak free hose equipped with a positive shut-off nozzle.

103-108. “Residential Fire Service Meter” or “RFS” means the District-approved measuring device which is used for the purpose of accurately recording the consumption of water used by customers and that supports domestic water and fire suppression supply.

104-109. “Residential Main Extension” means the water main and its appurtenances installed by



the District to supply water to an individual applicant property zoned single family residential, either as a supplement to the SNWA Well Conversion Program, or for an individual improved lot within a community well system that requests District water service. The main shall be installed and paid for by the property owner in accordance with the District Service Rules.

~~105.110.~~ “Resort Hotel” has the meaning ascribed to it in Title 30 of the Clark County Code.

~~106.111.~~ “SNWA” means the Southern Nevada Water Authority.

~~107.112.~~ “SNWA Commodity Charge” means a water rate imposed to acquire and develop resources and to fund regional facilities.

~~108.113.~~ “SNWA Infrastructure Charge” means a fixed charge assessed based upon meter size and customer class.

~~109.114.~~ “SNWA Regional Connection Charge” means the charge required of all applicants for service to property where a service does not exist or where service is to be enlarged or added. The charge is based on the demand for water that a connection places on the system whether the result of new development or changes to property within existing development.

~~110.115.~~ “SNWA Reliability Surcharge” means a charge based on the total water bill, excluding the Infrastructure Charge, for residential and non-residential customers.

~~111.116.~~ “Service Adjustment” means the adjustment of an existing service connection to include the horizontal or vertical extension or adjustment of the meter and meter box, while using the existing lateral or lateral alignment and tap and while maintaining the existing account. This adjustment will not require the payment of inspection fees, unless as otherwise provided for in the Service Rules.

~~112.117.~~ “Service Connection” means the connection to the main and the lateral pipe to deliver the water, and may also include a meter, battery, a meter box, vault, valves, thrust restraints, or other appurtenances from a District main, to the point where the water being delivered leaves the piping owned by the District in accordance with UDACS for new service installation.

~~113.118.~~ “Service Deposit” means an amount deposited with the District to assure payment of water bills. The deposit may be in cash or another form of security acceptable to the District.

~~114.119.~~ “Service Relocation” means a change in location that will require tapping the existing main or a new water main at a new location, installing a new service lateral, establishing a new account, and removing an existing account. This service will require the payment of appropriate application fees, inspection fees, or other charges.

~~115.120.~~ “Spacer” means a length of perforated pipe temporarily installed in lieu of a meter or idler while facilities are under construction.

~~116.121.~~ “Spray Irrigation” means the application of water by projecting droplets farther than one foot from the sprinkler head.



- ~~117~~.122. “Subdivision” means land which is divided or proposed to be divided in accordance with the provisions of NRS 278.320 to 278.460.
- ~~118~~.123. “Sub-meter” means a meter that is used for the purpose of accurately recording the consumption of water used by customers served by a master meter.
- ~~119~~.124. “Supervised Testing” means supervised operation of an irrigation system for testing, repair, adjustment, or efficiency assessment. The operator must be physically present.
- ~~120~~.125. “Supplemental Service” means all domestic or combined connections from which water is delivered for domestic purposes to properties that are also provided water from any other source. This section does not apply to residential properties that are served by a domestic well, as provided for in NRS Chapter 534.
- ~~121~~.126. “Supplemental Service Connection” means a service connection or connections to property, which is also served by another source of supply, such as a well or non-potable system. A supplemental service connection shall include an approved backflow prevention assembly.
- ~~122~~.127. “Syringing” means the process of applying small amounts of water to turf grass for the purposes of cooling it and helping it survive mid-day stress.
- ~~123~~.128. “Tampering” means an act by a person which causes damage to or alteration of District property, including service connections, shut-off valves, hydrants, mains, meters, registers, Endpoint Equipment, service locks, or seals by any willful or negligent act. The person shall be responsible for payment of costs incurred and any and all fees prescribed by the Service Rules or penalties prescribed by law.
- ~~124~~.129. “Temporary Riser” means a service connection of a minimum of six inches attached to a blow off valve.
- ~~125~~.130. “Temporary Service Connection” means a District-authorized service connection installed at a location not adjacent to the parcel served, *i.e.*, a non-standard location, and which is subject to removal or relocation when a main is constructed contiguous to the parcel.
- ~~126~~.131. “Transmission Main” means a main extension that transports water from the main supply or source to a distant area where the water is distributed through distribution lines. A Transmission Main is usually a larger diameter main (greater than 24”) with limited connections that ensure system reliability as well as recognize the nature of the materials used to construct large diameter pipelines.
- ~~127~~.132. “Turf” means a densely planted grassy area characterized by frequent mowing, fertilization and watering, commonly used for lawns and playing fields. Plant species used in turf areas may include varieties of Bermuda Grass, Fescue, Zoysia, Rye, St. Augustine, or Bentgrass.
- ~~128~~.133. “Uniform Design and Construction Standards for Potable Water Systems” or “UDACS” means the currently adopted minimum design and construction criteria for water distribution systems within the jurisdiction of the District.

- ~~129.~~134. “Unusual Installation Conditions” means circumstances that include the length of the lateral, the type of pavement, anticipated soil or other underground conditions, the width or travel conditions of the roadway or right-of-way or conditions imposed as a result of governmental or property owner actions.
- ~~130.~~135. “Water Efficiency Plan” means a comprehensive plan conforming to District guidelines that contains information related to a development’s consumptive and non-consumptive water demand projections. The plan may include a summary of indoor and outdoor water uses, a description of water fixtures and appliances, cooling systems, misting systems and other water-dependent applications, and a summary of efficiency measures proposed on site.
- ~~131.~~136. “Valved Outlet” means a valve installed on a main to which a distribution main could be connected.
- ~~132.~~137. “Water Budgeted Facility” means a facility that is assigned water budgeting provisions by the District in accordance with Chapter 12.
- ~~133.~~138. “Water Commitment” means a commitment from the District to provide water service to a specific development on a specific parcel of land.
- ~~134.~~139. “Water Conservation” means the controlled and systematic protection of water resources.
- ~~135.~~140. “District” means the Las Vegas Valley Water District.
- ~~136.~~141. “Water Facilities” or “Facilities” includes water mains, reservoirs, pumping stations, fire hydrants, laterals, service connections, backflow prevention assemblies, or associated appurtenances or infrastructure from the main to the point where water being delivered leaves the piping owned by the District.
- ~~137.~~142. “Water Quality Mitigation Plan” means a plan to establish and maintain the amount of water demand necessary to provide an acceptable chlorine residual, as determined by the District, from the time of connection of a development to the District’s distribution system to the acceptance of the project by the District.
- ~~138.~~143. “Water Resource Center” means a satellite treatment facility that treats only the liquid portion of the wastewater stream as provided by other entities.
- ~~139.~~144. “Water Theft” means any act taken by a person, for his or her own benefit or the benefit of another individual or entity, to obtain water or service provided by the District without payment therefor through an unauthorized connection to a fire hydrant, an idler, or bypassing the meter, or an unauthorized pipeline diversion. .
- ~~140.~~145. “Water Waste” means the use of District water in a manner described in Chapter 11.

## CHAPTER 2 – WATER COMMITMENT

Before a new development can be approved for construction, or before an existing development can be approved for expansions, additions or changes in development plans, a water commitment must be obtained from or confirmed by the District. A water commitment is the District's commitment to provide water service to a specified development or parcel of land based on the District's evaluation of building permit applications, land use, landscape and site development plans, gross acreage, or any combination thereof. This Chapter identifies the process for obtaining a new water commitment and for confirming an existing water commitment. There are two ways to do so: The Development Review or The Mapping Review.

Notwithstanding any provision in the Service Rules, payment of a fee, or construction of water facilities at a developer's or the District's expense, the District may deny any request for a new water commitment or request for a water connection if:

- a. The District has an inadequate supply of water.
- b. ~~The commitment or connection will service Non-Functional Turf, an Ornamental Water Feature, a Manmade Lake or a golf course in violation of the Service Rules~~ The uses includes non-essential uses as provided for in Section 3.10 of the Service Rules.
- c. The commitment or connection will service a property that discharges wastewater to an evaporative pond or septic tank.
- d. Applicable charges are unpaid.
- e. There are physical limitations in the system capacity to serve the proposed customer and simultaneously maintain an adequate level of service to other customers.
- f. Public health, safety, or welfare will be compromised.

### 2.1 The Development Review & Mapping Review.

#### a. Development Review.

##### 1. New Development.

The District will review all land development plans, including but not limited to: site development plans, civil improvement plans, landscape plans, fire flow demands, and architectural and plumbing plans in order to determine the service(s) required to serve the proposed development and the water commitment to be issued. The District will review all associated building permit applications that involve plumbing fixtures and/or buildings with fire protection.

##### 2. Existing Development or Redevelopment.

The District will review all building permits with plumbing fixtures and/or fire protection and any site development plans or landscape plans for proposed expansions, additions, changes in use or proposed redevelopment of the site for parcels currently served by the District. It is the District's intent to reassess the existing water services with the proposed changes, additions or expansions to determine if the existing water service(s) for the development are adequate and whether the existing water

commitment is still valid before development approval.

3. To obtain a new water commitment through The Development Review, the applicant must first obtain a conditional water commitment from the District. A conditional water commitment may be obtained when all of the following conditions are met:
  - The primary building permit and plans for off-site improvements are approved by all required agencies.
  - All off-site improvements are constructed, or bonds or other acceptable surety are posted, as required by the City of Las Vegas, Clark County or the District.
  - Development approval is issued by the City of Las Vegas or Clark County.
  - All fees, charges or deposits required by the District are paid, all District agreements are executed, and water plan approval is obtained from the District.

Once these requirements are met, a conditional commitment will be issued by the District. The conditional commitment is tied to the primary building permit. If the primary building permit expires, the conditional water commitment is automatically terminated.

The conditional water commitment will become a final water commitment after the water facilities are constructed and accepted by the District, all landscaping has been installed, proof has been provided that the commitment will not service a Manmade Lake, Non-Functional Turf, an Ornamental Water Feature or golf course in violation of the Service Rules; proof has been provided that wastewater will not be discharged to a septic tank or evaporative pond; and the certificate of occupancy or certificate of completion is issued by the City of Las Vegas or Clark County.

If development approval is given by the City of Las Vegas or Clark County to a project which does not require a building permit to be issued in order for the project to be constructed, a conditional commitment may be issued based on off-site improvement plan approval or other beginning action, such as a Notice to Proceed issued by a public entity. The conditional water commitment will become a final commitment when all construction is accepted as complete by all approving public entities.

b. The Mapping Review.

Recordation of a parcel map, land division map, or other map does not provide a water commitment unless the required steps in this section have been completed.

A water commitment will be issued according to the following process:

1. Development Approval.

A new water commitment, except those provided for in this Chapter, will require development approval from the City of Las Vegas or Clark County. The District will process development approvals on a first come, first served basis as the requirements of the water commitment process listed below are fulfilled, as long as water is available to commit pursuant to the Service Rules.

2. Mapping Process - Water Commitments for all new Subdivisions, new Parcel Maps, or new Land Divisions will be made upon completion of all of the following items:

- a. A subdivision, parcel map, or land division map must be approved pursuant to NRS Chapter 278, as well as any other approval required from the City of Las Vegas or Clark County.
- b. Proof that the property will not discharge wastewater to an evaporative pond or septic tank.
- c. A minimum financial commitment to the project equal to \$5,000 per acre-foot of projected water use has been reached. The financial commitment must be in the form of constructed improvements, bonds, other acceptable surety, or a combination of these. The bonds or other acceptable surety must be certified to the District by the City of Las Vegas or Clark County.

The following new improvements will be considered for satisfaction of financial commitments:

- Streets, roadways, water lines, drainage facilities, traffic improvements, or sewers
- Construction of local and regional improvements
- Site grading
- Foundation or vertical construction of buildings
- Construction and dedication of recreational or community amenities
- Any other District approved physical improvements

The following improvements will not be considered for satisfaction of financial commitments:

- Land acquisition
- Legal fees or representations
- Water, sewer, or utility connection fees
- Building or other permit fees
- Dedication of right-of-ways or easements
- Engineering, architectural, surveying, or other professional fees

- d. Development approval by the City of Las Vegas or Clark County.
- e. All fees, charges, or deposits required by the District are paid, all District agreements are executed, and appropriate water plan approval is obtained from the District.
- f. A final subdivision map, parcel map, or land division map with commitment

certified by the District is recorded after completion of Items 1-4.

c. Water will be committed through the above processes as follows:

- Single-family residential subdivision lots or units (including associated common areas), single-family residential parcel map lots, and single-family residential land division lots will receive a water commitment for the intended use unless specifically stated otherwise on the map.
- Non single-family residential subdivision lots, multi-family residential parcel map lots, or multi-family residential land division lots will receive a water commitment limited to one acre-foot per lot, or one acre-foot per acre, whichever is less. If additional water commitment is required to complete a project, the process in effect at the time will be followed.
- Non-residential lots in a parcel map or land division will not receive a water commitment through the mapping process and must follow the process provided in this Chapter.

## 2.2 Non-Revocable Groundwater Rights.

A person owning a permanent, non-revocable water right for diversions from the Las Vegas Groundwater Basin who donates and transfers the water rights to the District, pays all applicable fees and charges, and meets all other requirements of the District may obtain a commitment from the District in an amount equal to the pumpage permitted to the District by the State Engineer, but not to exceed the amount of water right donated. The water commitment shall become effective 31 days following the date the State Engineer approves an application to change.

## 2.3 Domestic Wells.

A building or structure which currently receives water from a domestic well may be permitted to obtain a water commitment from the District for the building or structure, provided the existing well is abandoned in accordance with the requirements of the State Engineer. Development approval must be obtained if the domestic well is not required to be abandoned by the State Engineer.

## 2.4 Revocable Groundwater Rights.

A building or structure which currently receives water from a revocable groundwater right and is required to connect to a municipal water purveyor because the right to use groundwater is revoked by the State Engineer may be provided a water commitment from the District, provided the existing well is abandoned in accordance with the requirements of the State Engineer. Development approval must be obtained if the groundwater right is not revoked in writing by the State Engineer.

## 2.5 Water Rights to SNWA for Use by District.

Any person can obtain a water commitment without compliance with these Rules if they provide water rights to the SNWA, a percentage of which is for use by the District. The SNWA and the District shall have the sole authority to evaluate the proposed acceptance of water rights and, based upon water quality, quantity, assured availability, location, deliverability, or legal considerations, shall determine if the offered water rights may be used to obtain a water commitment under this process. If acceptable to SNWA and the District, the District may enter into a contractual arrangement with the person to provide for a present or future water commitment.

A water commitment provided under this provision only exempts the person from the commitment process outlined above. A person with this type of a water commitment must, prior to receiving water service, comply with all other aspects of the Service Rules, including connection charges, frontage fees, or other payments.

#### 2.6 Emergency Service Connection.

The District may provide a water commitment to convert an emergency service connection as defined in Chapter 6 to a permanent service connection.

#### 2.7 Public Entity Acquisition.

A person owning a parcel which is served by the District and is acquired by a public entity by purchase or condemnation is entitled to a new water commitment to re-establish a personal residence or business similar to that existing on the acquired parcel, provided that the person or acquiring entity submits a service connection removal request to the District for the acquired parcel. No additional water commitment or water capacity will be gained by this action should a water commitment already exist for the new parcel.

#### 2.8 Water Commitment Limitations.

Water commitments cannot be traded, sold, or transferred. A water commitment obtained through the mapping process is associated with the land and, once the map is recorded, the fees collected to secure the water commitment are nonrefundable. The developer or successors are responsible for completing the water facilities.

#### 2.9 Commitment Documentation.

The applicant has the responsibility to provide proof to the District of a water commitment or development approval when required.

#### 2.10 Unauthorized Expansion or Addition.

If an increase in water consumption occurs due to an unauthorized expansion or addition to a property as identified in Chapter 2, the District may terminate service to the property in accordance with Chapter 5.

#### 2.11 Water Plan, Landscape Plan and Building Permit Review.



~~For the developer's convenience, the District may review~~ For the developer's convenience, Prior to formal submission to the District or development approval by the City of Las Vegas or Clark County, the District will review for consistency with the District's conditions of service; water plans, landscape plans and building permit plans for new and existing development and advise what changes are necessary in order to receive service under these rules. Such review and advice does not provide any additional consideration toward a water commitment, or any property right in water, to the new development. ~~-water plans, landscape plans and building permits for new and existing development without development approval from the City of Las Vegas or Clark County or a water commitment, but the review does not provide any additional consideration toward a water commitment, or any property right in water, to the new development.~~

#### 2.12 Projected Water Usage.

The projected water usage a project is determined solely and exclusively by the District, including consideration of the density and uses of land permitted in the zoning district.

#### 2.13 Removed Service Connection.

Once a service connection is requested to be removed, a water commitment to the parcel is automatically canceled.

#### 2.14 Reversionary, Merger, or Resubdivision Maps.

If a subdivision, parcel map or land division map, or a portion of it reverts to acreage, is merged and is then resubdivided, the water commitment is automatically terminated for that portion of the property which has been reverted, merged, or resubdivided. The retention or disposition of any water facilities constructed to serve the development shall be at the District's sole discretion.

#### 2.16 Building Demolition.

If a building for which a water commitment exists has been demolished or removed, the water commitment associated with the previous building certificate of occupancy will be terminated.



## CHAPTER 3 – CONDITIONS OF SERVICE

The District will endeavor to provide customers with a continuous and adequate supply of water within reasonable maximum and minimum pressures. However, pressure will vary throughout the distribution system. The District requires that facilities connected to the existing District system during construction must consistently meet and maintain pressure and water quality requirements since structures may be connected to installed services while under construction. The developer is responsible for the maintenance of water pressure and water quality for the facilities until accepted by the District.

The District will act to conserve water resources in a manner that reflects the goal of achieving and maintaining a sustainable community within the desert environment of Southern Nevada.

The District may reject, rescind, reduce, or terminate current or proposed uses of water where such use:

- a. Is contrary to the District's obligation to assure reasonable use including compliance with rules for water pressure, quality, efficiency, drought, conservation, or the use of non-potable water for irrigation.
- b. May encumber or impair the District's ability to maintain an adequate level of service to other customers.
- c. Compromises public health, safety, or welfare due to circumstances that affect the available water supply.
- d. May encumber or impair the community's ability to meet regional conservation goals.

The conservation of ground and surface waters is an integral component of the District's long-range goals. The District, through its Service Rules, policies, and procedures makes a consistent effort to maximize the resources of the Colorado River and groundwater basins. The District is required under state and federal laws and regulations to provide for beneficial use and avert the waste of water. The District will continue to use rates, education, regulation, or incentives to develop programs to reduce the waste of water and improve the efficiency of its use. Further, the District may conserve potable water by providing customers with non-potable water resources, when available, for use in an efficient, effective manner.

### 3.1 Water Pressure.

Property owners or customers are responsible for installation and maintenance of privately owned pressure regulators, or other devices as required. In accordance with the Uniform Plumbing Code, individual pressure reducing valves are required to be installed and maintained by the owner whenever static water pressure exceeds 80 psi.

The District may adjust pressures as the need arises.

### 3.2 Interruption of Service.

The District will attempt to notify customers in advance of any interruption in service due to repairs, or other causes. In emergency conditions or when notification is not practical, service

may be interrupted without warning for indefinite periods of time.

### 3.3 Parcel Location Adjacent to a Main.

New applications for service will only be accepted if a minimum of twenty feet of useable main which meets the District's pressure, flow, and capacity standards is located adjacent to the parcel to be served. The main must be within a dedicated right-of-way or easement grant to the District. Where these conditions are not met, an application for service will require a main extension.

### 3.4 Parcel Not Adjacent to a Main.

In order to obtain service to a parcel not immediately adjacent to a main as required by Chapter 3.3, the applicant will be required to provide a main extension in accordance with the requirements of Chapter 9, or the applicant may make an application for a non-standard service if the property meets the requirements of Chapter 6.

### 3.5 Damage to Property.

The District will not be liable for damage to real or personal property caused by water running from open or faulty piping or fixtures on the customer's property. Customers who request activation of a service shall be responsible for damage resulting from such activation due to open or faulty piping or fixtures on the customer's property. The District may, at its discretion, opt to return the water service to a shut-off condition if there is an indication of water running on the customer's property at the time of service activation. A fee will apply for requested same day service activation. (Appendix I A.20.) If the District becomes aware of a leak on a customer's property, the District will attempt to notify the customer. The District has no obligation to be aware of or to discover water running on the customer's property at any time

### 3.6 Access to District Facilities.

Parcel owners who permit landscaping, irrigation, fencing, structures, or other fixed or movable obstructions to block, prevent, hamper, or restrict free and easy access to District facilities for work of any nature, including meter reading, shall be liable for costs incurred in removing such items. Clear access shall be maintained in accordance with easement provisions. A minimum of three feet of clear and level access shall be maintained around District facilities when there is no easement. The District will mail notice by certified mail, return receipt requested, to the mailing address on file with the Clark County Treasurer in order that the property owner may correct the condition. If the property owner fails to remove the moveable obstruction in 14 days or the fixed obstruction within the 60 day period, the District may complete the work at the sole cost of the property owner. In an emergency, the District has the right to cause the obstruction to be removed without notice to the property owner, and removal and all related costs will be the property owner's responsibility. At the property owner's option, subject to the District's prior approval, the District's facilities may be relocated by a Nevada-licensed contractor of the property owner's choice at the sole expense of the property owner, but subject to the standards and procedures of the District. Alternatively, the property owner may make application for relocation by the District and at

that time pay a deposit towards the actual total cost to be borne by the property owner.

Failure of the property owner to comply may result, at the District's election, in termination of water service to the property.

### 3.7 Efficient Water Use.

Any person or association is prohibited from imposing private covenants, conditions, restrictions, deed clauses, or other agreements, that prevent a person from using water efficient landscaping, including xeriscape, to conserve water.

As a condition of service, customers of the District must use water delivered through the District system in a manner that promotes efficiency and avoids waste.

### 3.8 Customer Premises.

District employees have the right to access customer property at all reasonable hours for any purpose related to the furnishing of service and protection of water quality. Except where specifically authorized for the purpose of conservation, employees are prohibited from entering customer premises to repair or alter customer piping and fixtures.

### 3.9 Use of Non-Potable Water for Irrigation.

The purpose and intent of the District is to require large-scale turf and landscape irrigators and appropriate non-residential users to use non-potable water when and where it is made available by the District. Irrigation plans may be evaluated as they are submitted subject to District goals, operational requirements, Service Rules, or criteria for conservation, public health, safety, or welfare, and accessibility and availability of service. The use of non-potable water for irrigation encourages conservation and allows the valuable and limited natural resource of potable water to be freed for other, higher uses. As the population in the Las Vegas Valley continues to increase, it will become increasingly important that large scale turf and landscape irrigators make use of non-potable water.

The rate for non-potable water charged to a customer will be designed to recover all costs to make non-potable water available to a customer, including capital expenditures, treatment, cost paid to other entities for non-potable or recycled water, operations, capital replacement, or any augmentation of supply or resource to meet demand. The sale of non-potable water will not be used to subsidize or otherwise support the District system for the delivery of potable water.

The General Manager has the authority to sign any Agreement on behalf of the District for the provision of non-potable water to any entity if the Agreement in question is in a form substantively the same as any form of agreement for provision of non-potable water that has been approved by the Board.

All other sections of the Rules concerning billing, collections, disconnection, construction, installation, inspections, or approval shall also apply to non-potable water.

### 3.10 Non-Essential Water Uses.

Because the conservation of water resources is vital to the general prosperity, health, safety and welfare of the community, the District must maintain adequate supplies for all customers, and elimination of non-essential water uses is a critical component of its mission. This applies to both potable and non-potable District water. Therefore, service to Manmade Lakes, Non-Functional Turf, New Development Turf Installations, New Development Spray Irrigation, Ornamental Water Features, Recreational Water Parks and golf courses shall be severely limited as described in the following sections, unless the Customer proves an alternative source of water sufficient to negate the non-essential use. Non-Conforming Uses are not subject to the following restrictions unless otherwise noted or prohibited by law, but may not be enlarged, increased or extended.

#### a. Manmade Lakes.

As of January 1, 2021, the District will not serve ~~and Customers shall not use~~ Customers who use any portion of the water served by the District ~~water~~ for Manmade Lakes, except for the following:

1. A body of water constituting a wetlands project or located in a recreational facility which is owned or operated by a political subdivision of this State that utilizes nonpotable water.
2. A body of water which is located in a recreational facility that is open to the public and owned or operated by the United States of America or the State of Nevada.
3. Bodies of water located on a cemetery which are used for the purpose of storing irrigation water for the same and which have a combined aggregate surface area of less than five and one-half percent (5.5%) of the total cemetery area, respectively.
4. Manmade Lakes first served by the District on or after January 1, 2021 shall have an exclusive meter or meters and pay the highest tier water rate for all of their water use.
5. Manmade Lakes in service before January 1, 2021, having more than one acre of surface area, shall pay the same rate as non single-family residential customers.

#### b. Non-Functional Turf.

As of January 1, 2027, the District will not serve customers who use any portion of the water served by the District for Non-Functional Turf without an approved waiver from the SNWA. Non-Conforming Use exceptions do not apply to Non-Functional Turf.

#### c. New Development Turf Installations

With the exception of schools, Parks, and cemeteries where turf installed satisfies the

definition of Functional Turf, the District will not serve Customers who use any portion of the water served by the District to irrigate Turf areas on properties that are issued a certificate of occupancy by the governing jurisdiction after April 5, 2022.

d. New Development Spray Irrigation

With the exception of schools, Parks and cemeteries on permitted turf installations, the District will not serve Customers who use any portion of the water served by the District for Spray Irrigation of non-Turf landscape areas on properties that are issued a certificate of occupancy by the governing jurisdiction after April 5, 2022.

e.e. Ornamental Water Features.

As of January 1, 2021, the District will not serve and Customers shall not use District water for Ornamental Water Features, except for the following:

1. A water feature of 25 square feet or less of surface area at a single-family residence.
2. Water features supplied exclusively by privately-owned water rights, unless restricted by the code of another applicable jurisdiction.
3. A water feature at a Resort Hotel, provided that:
  - a. The body of water complies with local government permitting and land use regulations; and
  - b. The owner of the Resort Hotel, or its legally-authorized designee, on which the feature is proposed must enter into an abatement agreement with the District and satisfy the obligations set forth therein to perform one or a combination of the following abatement requirements:
    - Removing turf and converting to xeriscape at a ratio of 10 square feet of turf for each square foot of surface area of the Ornamental Water Feature consistent with the Southern Nevada Water Authority's Water Smart Landscapes Program's terms and conditions. Any turf converted to meet these requirements will not be eligible for any Southern Nevada Water Authority program rebates; or
    - Supporting the regional conservation program by paying \$30 for each square foot of surface area of the Ornamental Water Feature to the Southern Nevada Water Authority; or
    - Reducing or eliminating an existing body of water on the property so that there is an equal or net decrease in water surface area on the property.

d.f. Recreational Water Parks.

As of December 1, 2020, the District will not serve and Customers shall not use District water for Recreational Water Parks until they meet the following requirements:

1. A Water Efficiency Plan is submitted to the District for review and accepted by the District; and
2. The water use must be mitigated before water service is approved. Recreational Water Park water use can be mitigated use by either option or a combination of the following:
  - Supporting the regional conservation program by paying \$30 for each square foot of surface area within the Recreational Water Park to the Southern Nevada Water Authority; or
  - Removing turf and converting to xeriscape at a ratio of 10 square feet of turf for each square foot of surface area of the Recreational Water Park consistent with the Southern Nevada Water Authority's Water Smart Landscapes Program's terms and conditions. Any turf converted to meet these requirements will not be eligible for a rebate under any of the Southern Nevada Water Authority's rebate programs.

e.g. Golf Courses.

The District will not serve and Customers shall not use District water for golf courses not receiving service from the District or possessing a water commitment from the District as of November 2, 2021.

## CHAPTER 4 – REQUEST FOR SERVICE

The categories of request for service are:

1. Request for service through an existing service connection.
2. Request for a new service connection.

The District will require any person requesting service to demonstrate that a water commitment exists, to sign appropriate application forms provided by the District, and to pay all required fees, charges and deposits.

The District provides service in accordance with the Service Rules in certain areas of unincorporated Clark County and in the City of Las Vegas. Service is not provided in the cities of North Las Vegas, Henderson, Boulder City, or service area of any other public water system unless an interlocal agreement authorizing the service is entered into between the District and entity in whose territory or service area the property is located.

Notwithstanding any provision in the Service Rules, payment of a fee, or construction of water facilities at a developer or District's expense, the District may deny any request for a new water commitment or request for a water connection if:

- a. The District has an inadequate supply of water.
- b. ~~The commitment or connection will service Non-Functional Turf, an Ornamental Water Feature, a Manmade Lake, or a golf course in violation of the Service Rules~~ use includes non-essential uses as provided for in Section 3.10 of the Service Rules.
- c. The commitment or connection will service a property that discharges wastewater to an evaporative pond or septic tank.
- d. Applicable charges are unpaid.
- e. There are physical limitations in the system capacity to serve the proposed customer and simultaneously maintain an adequate level of service to customers.
- f. Public health, safety, or welfare will be compromised.

### 4.1 Existing Service Connection.

Customers requesting service through existing service connections must provide information required by the District. The information shall include full name and valid identification information. Any other person or party requesting to share financial responsibility (or account credit history if a spouse or co-owner) for an account must also provide their full name and valid identification. The customer shall provide any other information which will assist the District in properly locating the service connection, including a description of the development, documentation of installation approval, and the use of water and plumbing plans of the private facilities.

Any costs incurred by the District to bring a service connection into compliance with District standards are the responsibility of the property owner. Physical evidence of a service, including the installation of an approved backflow prevention assembly, if required, on the property does not necessarily mean the service is available for use without additional fees, charges, or necessary improvements to bring the service into compliance with District



standards.

The District may permit persons to conduct business with the District, including requests for water service turn-on and shut-off, over the telephone or by electronic means (*e.g.*, website, mobile application, facsimile) provided that the person has established credit with the District, is the property owner, or is identified in District records as authorized by the customer to transact business on the customer's behalf. The District may also permit persons to conduct business with the District, including requests for water service turn-on and shut-off.

#### 4.2 New Service Connection.

A service connection shall be made to a main only after evidence of a water commitment is presented to the District and a proper application has been made by the property owner or his legally designated representative on forms provided by the District, and the application is acceptable to the District. The application for a new service connection must conform to the requirements listed in Chapters 2, 6, and 9. (See Appendix I A.3.F for Installation charges.)

#### 4.3 Relocation of Service Connection.

A service connection may be relocated on an existing parcel, but it may not be moved to a new parcel. The construction of a service connection relocation is subject to the requirements of the Rules. A service may not be moved without the prior approval of the District.

#### 4.4 Inaccurate or Insufficient Information.

If the information provided by the applicant is inaccurate or insufficient after work has commenced or service has been turned on, the applicant will pay all costs, fees, charges or deposits necessary to effect corrective action and Service Rule compliance. This requirement will also apply in instances of on-site changes necessitating corrective action or modification to the service connection.

#### 4.5 Refusal of Service.

Service through existing or new service connections may be refused if:

- a. There is no water commitment to the parcel.
- b. The account of the applicant at the same or other location is delinquent.
- c. The service address has Inactive Consumption or unpaid water bills.
- d. The purpose of the applicant, in the opinion of the District, is to circumvent discontinuance of service in another name because of non-payment of bills or other infraction of the Service Rules.
- e. The use includes ~~Non-Functional Turf, an Ornamental Water Feature, a Manmade Lake or a golf course~~ non-essential uses as provided for in Section 3.10 of the ~~e in violation of the~~ Service Rules.
- f. District-provided water will be discharged to a septic tank or an evaporative pond; ~~single family residential customers with a dwelling constructed before January 1,~~



~~2021 are exempt.~~

- g. The requestor is responsible for unpaid Water Theft fees.
- h. Other requirements of the Service Rules are not fulfilled.

#### 4.6 Reapplication for Disconnected Service.

The customer shall be required to pay all past due charges and costs before service will be reinstated, including disconnection and reconnection charges, delinquent processing fee, returned check fee, deposits due, service charge, Tampering fees, or unpaid consumption fees. The District may, at its option, require payment of additional deposits before service is reconnected.

In the event a service is disconnected for illegal or unauthorized use or connection, the property owner will be responsible for reestablishing service and shall be required to pay all applicable fees, charges, or deposits. If service disconnection is not practicable due to fire service protections or other requirements, the property owner will be responsible for payment of all due fees, charges, or other costs.

#### 4.7 Deserted Service Connection.

Applicants who apply for activation of a service that has been classified in District records as deserted will be required to make application for a new service connection and apply for a water commitment as provided for in Chapter 2. The water commitment for the service does not expire, but the property owner is required to pay all installation charges, including the application fee and inspection fee (if a service is installed by a private contractor), to replace the service. If a property owner or applicant can locate a service classified as deserted, the service must be brought into compliance with District standards at the property owner's or applicant's expense, and an application fee must be paid before reactivation.

## CHAPTER 5 – TERMINATION OF SERVICE

### 5.1 Customer Request.

A customer desiring to terminate service shall notify the District and provide a mailing or email address to which the closing bill will be sent. Failure to notify the District shall not relieve the customer of responsibility for payment of any existing billings or any charges prior to notifying the District. Although the District will stop billing upon receiving notice of a desire to terminate service, the District may not shut off or lock the service. Payment for service received after termination shall be the responsibility of the property owner.

### 5.2 Reasons for Termination of Service.

Reasons for termination of service include:

- a. Non-payment of bills or any other outstanding charges, fees, or deposits;
- b. Non-compliance with the Service Rules, including Rule 3.10 on Non-Essential Uses;
- c. Interconnection;
- d. Actual or potential cross-connection;
- e. Water Theft;
- f. Waste of water;
- g. Failure to repair ongoing leaks/malfunctions;
- h. Damage to property;
- i. Obstructing access to District facilities;
- j. Tampering, including with meters, seals, or equipment;
- k. Discharge of District-provided water into a septic tank or an evaporative pond if the dwelling was constructed or expanded, if the parcel has sewer available within 400 feet, or if the property received notice from the Southern Nevada Health District to connect to a municipal sewer line.

### 5.3 Notice of Termination.

- a. The District will attempt to notify the customer prior to terminating or discontinuing a service. If the service termination may result in a financial impact to the owner to reestablish service, the District will also attempt to notify the property owner prior to the service termination or disconnection.
- b. The District reserves the right to terminate or discontinue a service without notice for Tampering, Water Theft, or if continuing the service represents a public health, safety, or welfare risk, will result in property damage, or for nonpayment of an account regardless of the address where the debt was incurred.

### 5.4 Bankruptcy Actions.

- a. In bankruptcy proceedings, the District will make demand for adequate assurance of payment as authorized pursuant to 11 United States Code Section 366.

## 5.5 Responsibility.

- a. Bills are due and payable upon the applicable due date. When a bill is delinquent, the District may discontinue water service in accordance with the Service Rules. Water service will not be re-established until the delinquent bill, fees, or charges have been paid in full.
- b. Before having to resort to termination of service, if a customer fails or refuses to pay an outstanding bill, fee, or charge, the District may decline to provide service at the same or another location until payment has been made. The District may require the owner of a property, as shown on the records of the county assessor, to sign for service and pay any past due bills to that property when a tenant fails or refuses to pay an outstanding bill, fee or charge, or resolve ongoing water waste.
- c. Outstanding bills, fees, or charges are owed by the customer to whom the service was provided and the owner of the property, as shown on the records of the county assessor. Outstanding bills, fees, or charges also constitute a lien on the property, which will include associated costs such as recording fees. The District may apply deposits to bills, fees, or charges that have not been paid.

## CHAPTER 6 – SERVICE CONNECTIONS

### 6.1 General Provisions and Conditions.

The intention of the Rules is that all water delivered through a service connection will be metered and billed. The use of spacers to deliver water is prohibited. Connection charges shall be the responsibility of the applicant. In addition, the installation of a backflow prevention assembly may be required. Unless the context requires otherwise, a size designated in inch measurements refers to the diameter of the object (*e.g.*, meter size opening, main size).

The District reserves the right to determine the size and type of the service connection to be installed. The minimum lateral size shall be one inch. For new service connections one inch and greater, the lateral pipe shall be a minimum of the same size as the meter. No service connection shall be approved of a size larger than can be supplied by the main without adversely affecting service to other customers.

In the event an existing main is determined to be inadequate to meet the requirements of an application for service and a main extension will provide for those requirements, provisions of the Rules applying to main extensions will be followed.

Whenever two mains are available from which service can be provided, the District shall, at its option, determine the main to be used for the service connection.

Plans acceptable to the District are required for all service connections, except individual residential service connections under two inches in diameter which are installed by the District. Water plans shall be prepared by a Nevada Registered Professional Engineer for review by the District for conformance to District standards. A review does not constitute a decision determining if a water commitment will be granted. The applicant for the service connection is responsible for obtaining all development approval and satisfying all requirements stated in the Rules for obtaining a water commitment.

The District will apply for any permit for work to be performed by the District or for water facilities to be installed by a private contractor which are located within the Nevada Department of Transportation right-of-way. Any fees or charges associated with the permit application will be borne by the person seeking the service connection. Should a permit not be issued to the District, the District will notify the applicant in writing. The applicant may then make application for a permit to the entity having jurisdiction or may request the return of fees, charges, or deposits paid. If the applicant chooses the latter option, the District shall not be required to provide service. If the applicant is unable to obtain the required permit, the District has no obligation to provide service and shall return fees, charges, or deposits paid, except for application fees.

### 6.2 Location.

Service connections shall be installed at nominal right angles to a main in accordance with District Standard Plates. The point of connection shall not be within a street intersection from curb return to curb return, nor shall any portion of the service connection be within the

intersection. The meter location shall be directly adjacent to the parcel being served within the public right-of-way. If street right-of-way is not available, the District may approve installation within an easement or alley adjacent to or on the parcel to be served. In alleys or easements, meters shall be located at a point as close as practicable to the property line within which the main is located. All meters shall be located outside of driveways and other areas where access by District personnel for operation and maintenance may be restricted. The meter vault shall be located outside of travel lanes and driveways and shall be protected from vehicular traffic, as determined by the District. Public water mains and service laterals shall not be installed longitudinally under driveways, sidewalks, or cross-gutters. A person who feels extraordinary conditions exist that would prevent compliance with this requirement may submit a written request for a waiver of the requirement at the time the water plan is submitted for review.

### 6.3 Composition.

Specifications for materials, appurtenances, or construction techniques for service connections are determined and approved solely by the District.

### 6.4 Ownership.

Service connections, including laterals, meters, boxes, shut-off valves, backflow assemblies, or other appurtenances are the property of the District. Upon acceptance of the installation by the District and delivery of an unencumbered bill of sale, ownership is transferred to the District. The District is responsible for the maintenance, repair, or replacement of the facilities, subject to any agreements covering the installation of the facilities. All pipe and fittings on the customer's side of the meter or backflow prevention assembly two inches and below at the end of the brass tail piece, or all facilities within the property shall be installed by and owned by the property owner. The customer must ensure that all pipes, fittings, and facilities on customer's side of the meter or backflow prevention assembly's first below grade horizontal connection are installed and maintained to function with District-owned property and facilities, including any upgrades. Only District employees or contractors, consultants, or their employees authorized by the District may enter into or perform work on District-owned property and facilities. Any entry or work by a person who is not authorized by the District is prohibited.

### 6.5 Installation of Service Connection.

The applicant shall be responsible for payment to the District of all applicable fees, charges, or deposits in effect at the time the application is made. Service connections may be installed by the District. Service connections installed by the applicant shall comply with the requirements of the Service Rules.

In instances of well abandonment and municipal service connections within the Las Vegas Hydrographic Basin, the District may accept alternate arrangements for payment of all or any portion of the applicable fees, charges, or deposits in effect at the time the application is made, and once all appropriate agreements are properly executed by the property owner through the Las Vegas Valley Groundwater Management Program.

#### 6.6 Emergency Service Connection.

Emergency service shall be authorized for limited periods of time when the usual source of supply fails. Connections may be provided, at the discretion of the District, to any acceptable District facility in conformance with the Service Rules. The applicant shall pay all installation costs and applicable fees, charges, or deposits and shall make application for a main extension in accordance with Chapter 10 if applicable.

All emergency services shall conform with requirements of the Rules and shall be limited to a maximum of 60 calendar days. Should the need for the emergency service extend beyond 60 calendar days, the applicant shall apply to the District for a time extension. The emergency service may be extended by the General Manager until such time as the application can be brought to a regularly scheduled meeting of the Board.

In the event that the emergency service will provide water to multiple users, a deposit shall be submitted that will include an amount for an estimated 30 calendar days of consumption, including service charges for each unit of property to be served. A single monthly bill shall be issued to the applicant, who will be responsible for payment.

#### 6.7 Non-Standard Service Connection.

A non-standard service may be approved when the District determines that a main available to serve the parcel is not adjacent to provide service, or the District determines that a main extension is not practical for orderly development of the system, fire protection, service to other property, or other reasons. On-site piping from the meter to the property served shall not be located within a public thoroughfare. When a main adjacent to the parcel becomes available, the property owner will be required to relocate the service and bring it into compliance with District standards.

A copy of the recorded easement for the on-site piping shall be provided to the District. Only the property owner, or duly authorized designee, may execute a non-standard service connection agreement with the District.

#### 6.8 Meter and Backflow Prevention Assembly Maintenance.

District water meters and backflow prevention assemblies are routinely tested and maintained during normal business hours. This procedure may cause a total shut down of the services located on a site. Property owners may avoid an interruption in service by providing redundant services with adequate isolation valves for isolating each service independently, or a metered bypass valve and piping for services four inches or larger, in compliance with District standards.

#### 6.9 Temporary Service Connection.

A temporary service may be authorized by the District when the applicant provides a guarantee for the construction of any required main extensions and a standard service connection to the parcel. The applicant is required to pay applicable fees, charges, or deposits in accordance with the provisions of the Service Rules.

#### 6.10 Metering Requirements for New Developments.

- a. The intent of the District is to separately meter all services for each dwelling unit, public, quasi-public, commercial, or industrial occupancy. Interconnections are not allowed, which includes expansion of on-site systems to serve adjacent parcels. The District retains the right to determine the quality, quantity, type, size, or location of all such metered services and appurtenances.
- b. Each lot or parcel shall have a minimum of one metered service. If the District determines that a single meter for all service is the most practical installation given the conditions of the site, one meter to serve the entire development may be allowed.
- c. In the event a parcel is divided into more than one lot after water service is obtained from the District, it is the property owner's responsibility to obtain additional water services for the additional lots from the District prior to the parcel division. Interconnections, which include the expansion of on-site systems to serve adjacent parcels, are not allowed.

Commercial developments created through the subdivision process must include Covenants, Conditions, and Restrictions that are acceptable to the District and that provide for property management payment of communal services. Commercial developments may be exempted from this requirement if adequate documentation is provided to support an arrangement acceptable to the District. The District will not prorate water bills between customers.

- d. Water service for mobile home parks will be as required by NRS 461A.230.

Individual meters and services will be required for each lot in mobile home parks constructed after October 1, 1995, unless the park is operated by a non-profit corporation or housing authority. Mobile home parks constructed on or before October 1, 1995 may be expanded using an existing master meter, provided the expansion can be accommodated with the existing water capacity.

#### 6.11 Metering Requirements for Conversion of Developments.

All existing developments which were developed in accordance with the provisions of any applicable zoning ordinance that are to be converted from rental occupancies to occupancies for the transfer of titles in an occupancy and open space may retain the existing metered service without modification, except when such service is required to be modified in the interest of the public health, safety, or welfare. The District may authorize the retention of the existing metered services, with or without modifications, for cause.

#### 6.12 Cross-Connection Control (Backflow Prevention).

The District's Cross-Connection Control (Backflow Prevention) program for service protection is conducted pursuant to NAC 445A.67185 to 445A.67255.

All backflow prevention assemblies for service protection are tested and maintained by the District in accordance with NAC 445A.67185 to 445A.67255.

The District may require access to properties of customers currently receiving water service to conduct a cross-connection control survey pursuant to NAC 445A.67185. The purpose of this survey is to establish the extent of protection required for the District's water system based on an evaluation of how a customer uses water on a site. Examples of on-site uses requiring protection include, but are not limited to, laundries, businesses that mix and process chemicals and water, potable or non-potable irrigation systems, and fire services. Water from a customer's service may, under certain conditions, be drawn into the public water supply through the meter (through a backflow condition such as backsiphonage or backpressure). If there are existing or potential cross-connections with non-potable fluids on a customer's property, the water drawn into the public water supply may be contaminated and therefore compromise the District's supply. The installation of a District approved backflow prevention assembly adjacent to the meter may be required based on the results of the survey and the identification of existing or potential cross-connections within the property. Such installations may also be required pursuant to NAC 445A.67195 to 445A.6721.

The District may determine that there is the potential for contamination of the District's distribution system from an existing service due to processes on a customer's property. This requirement may be made in the absence of a cross-connection control survey pursuant to the conditions specified in NAC 445A.67195 to 445A.67215. At that time, the District may install a backflow prevention assembly at its expense. If a customer requests a larger assembly, the cost of that equipment and installation will be borne by the customer. The customer must provide an easement to the District for this work unless one of approved dimensions already exists.

If the customer objects to the requirement for backflow prevention assembly installation, the customer shall, at its expense, obtain a cross-connection control survey from a Certified Cross-Connection Control Specialist. If the survey finds no need for backflow prevention, the requirement by the District shall be deferred at that time. The District may require the customer to obtain, at his own expense, a similar District approved cross-connection control survey not more frequently than annually to validate that the deferral is still appropriate. An approved copy of the results of the survey shall be provided to the District, which will determine the need for an assembly. Failure to provide such a survey shall be cause for the District to require the immediate installation of a backflow prevention assembly as required by NAC 445A.67195 to 445A.67215. The customer shall pay all expenses required for this installation.

A District-approved backflow prevention assembly adjacent to the meter will be required at applicant's expense for all new services to commercial and industrial facilities, all new fire services, all new potable or non-potable irrigation services, all services for parcels with multiple services, for the relocation or upgrade of existing services, or when on-site work occurs to any facility which would otherwise qualify for installation of a backflow prevention assembly pursuant to NAC 445A.67195 to 445A.67255.

The backflow prevention assembly may be installed by a Nevada licensed contractor, but the installation shall be approved, inspected, and the assembly tested to District Standards before the service is activated.



Installations of backflow prevention assemblies by the customer or applicant shall be accomplished in accordance with Chapter 9. An easement shall be provided to the District for the construction, operation, and maintenance of all backflow assemblies.

Backflow prevention assemblies two inches and smaller may be installed by a licensed contractor provided the Property Owner first obtains a permit from the District. A permit for the installation and inspection shall be obtained by the owner or developer for all assemblies two inches and smaller. Failure to provide the District access to the assemblies shall be grounds for termination of water service. Assemblies must be tested and passed before the District will sign off on the water release for building permit certificate of occupancy.

An approved backflow prevention assembly appropriate to the degree of hazard shall be installed at the point of delivery to an existing customer's water system as a prerequisite of continued service:

- a. Whenever entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not cross-connections exist or as required by NAC 445A.67195.
- b. Whenever an emergency shut-off is necessary, as determined by the degree of hazard.

Customers will be notified by mail when a survey or other action (such as a public works or District project related to existing service removal and relocation, or service adjustment) has revealed that an existing service has been identified as requiring installation of a new or upgraded backflow prevention assembly. The customer shall be required to have the backflow prevention assembly installed in a manner acceptable to the District within 120 days from the date of the notification. If, after the 120-day period elapses, the backflow prevention assembly is not installed, the District shall notify the customer of their failure to meet these requirements. If the customer has not completed the installation of the backflow prevention assembly nor responded to the District 30 days following the notification (150 days elapsed time from initial notification) a second notification shall be made to the customer. If, after 30 days have elapsed (180 days elapsed time from the date of first notification) the backflow prevention assembly is not installed, the service to the customer's account may be terminated. The District may elect to install the appropriate assembly at the expense of the customer. Upon completion of installation of the backflow prevention assembly, the District may restore service.

If the customer so requests, the District shall take the necessary actions to have the backflow prevention assembly installed. If a customer qualifies due to a Public Works or District project that requires an existing service removal and relocation, or service adjustment, and the installation of a backflow prevention assembly, it shall be installed at the expense of the District. Any requests for a larger service will result in the customer being charged the full cost of the assembly.

Once a customer requests installation by the District, the 120-day installation period shall be considered as having been satisfied. The District may make arrangements for the installation by a contractor, or may do the installation using District work forces. The application shall be considered to have been received by the District when the customer presents an appropriate

application for installation along with a properly executed easement or license document and delivers payment in the amount estimated by the District as set forth in Chapter 7.6 for the installation work. Following completion of the work, the District shall either refund to the customer overpayments or shall invoice the customer for the monies required.

In locations where physical constraints may preclude the installation of backflow protection on individual services, the District may choose to install a properly sized backflow prevention assembly on a portion of the distribution system to protect other customers in the vicinity. In this situation, the District shall make all arrangements for the backflow prevention assembly installation.

6.13 Installation of Hydrants.

The District may install a fire hydrant for single-family residentially zoned lots with fire department approval when the owner of the lot applies for domestic service and pays all applicable fees, charges, or deposits, which must include the cost of the fire hydrant and installation.

6.14 Water Theft Prohibited.

- a. Unauthorized connections threaten the integrity and reliability of the District's system in several ways, including but not limited to affecting water pressure, threatening water quality and damaging District facilities. The theft or attempted theft of water through an unauthorized connection poses a risk to the public's health and safety, and Water Theft is therefore prohibited by these Service Rules, as well as Chapter 167, Statutes of Nevada 1947, Section 10.
- b. In the event of Water Theft, the District may pursue any and all remedies available at law and equity, regardless of Customer status, including but not limited to: issuing violation notices, assessing administrative water theft fees, charging for estimated usage and damage to District facilities, filing a civil action for damages, seeking criminal penalties, issuing misdemeanor citations and reporting the theft to the Las Vegas Metropolitan Police Department or another appropriate law enforcement, regulatory or licensing agency. The District may also terminate or refuse service to persons or entities that engaged in or benefitted from Water Theft.
- c. Persons or entities issued a notice of violation shall be charged for estimated water usage at 12x the applicable rate, charged for the cost of any damage to District facilities and assessed an administrative fee in accordance with Appendix I A.22. Violation levels shall be based upon violation history for the preceding 18 months. The District has adopted Water Theft policies and procedures that:
  - Specifically define Water Theft and exemptions;
  - Require observation and documentation or other reliable evidence of Water Theft;
  - Require notification explaining the District's policy prior to fee assessment;
  - Provide a mechanism by which a Water Theft violation and/or fee may be appealed to an independent hearing officer pursuant to Rule 12.8.
- d. Contractors and developers are responsible for ensuring their contractors, employees and agents comply with the District's Service Rules, including rules requiring the use of approved metering and backflow devices and rules prohibiting Water Theft. Water

Theft violation notices, fee assessments and estimated charges for stolen water and damage to District facilities may, in the District's sole discretion, be issued to the developer or contractor. In such an event, the developer or contractor is responsible for payment of all fees and charges assessed, and service to the developer or contractor may be terminated or refused for non-payment or recurring violations.

## CHAPTER 7 – CHARGES, FEES, OR DEPOSITS

Charges and fees are collected to support the District’s obligation to carry out its statutory duties, including maintenance and replacement of the water system, development or expansion of the system, operation of the system, payment of debt obligations, retention of adequate reserves, and sustaining a stable rate structure. Charges, fees, and deposits are specified in Appendix I.

### 7.1 Backflow Service Charge.

All customers having, or who will require, backflow prevention assemblies above or below ground shall be required to pay the backflow daily service charge for each backflow prevention assembly required by the District. (See Appendix I A.1.) This charge shall be in addition to other daily service charges.

### 7.2 Combined Service.

The LVVWD and the SNWA daily service charges will be determined by applying the daily fire service charge to the larger meter and the daily domestic service charge to the smaller meter and adding these charges to the SNWA daily domestic and fire charges. The consumption through both meters will be added together and billed at the appropriate domestic service rate based on thresholds for the smaller meter. Charges for combined services include, but are not limited to, those on the LVVWD and SNWA daily service charges - Combined Service table. (See Appendix I A.2.)

### 7.3 Connection Charges.

A connection is defined as a service connection or main extension connected to an existing main. A connection shall not include an emergency service connection, interim or construction water service or temporary service connection. Any connection charges based on a meter size will be based on the smaller meter for combined services.

Installation charges, fees, or deposits shall be payable in advance in accordance with the approved rate schedule in effect at the time of water plan approval or at the time the District’s water service application form is signed and returned to the District. Any and all required or outstanding bills, charges, fees, or deposits for any service or project must be paid to the District prior to approval of water plans for construction, or prior to commencement of any scheduling or construction activity for services to be installed by the District.

- a. “Application Fee” means the non-refundable charge required of all applicants for service to property where a service connection does not exist, where a service is to be enlarged or where a service is added, including those temporary connections and those connections located within an Assessment District. The charge is based on meter size. The charge includes District costs for the initial application, engineering review and water commitment process, water plan approval, and miscellaneous related administrative costs. Fees are established for revisions to the initial application. These fees are non-refundable, and valid for applications submitted for two years from the time of payment. The application fee is required for the reactivation of a service classified as deserted, a temporary service, or an interim service. (See Appendix I A.3.a.)

Application fees are due for relocations of existing fire hydrants or service connections on the same parcel of land.

The application fee does not apply to adjustments to or relocation of water facilities completed in conjunction with public road improvement projects, or work necessary for the installation of a new backflow prevention assembly required as a result of the District's Cross-Connection Control Program.

An application fee is required for a fireline without domestic meter installation or a water plan with a public fire hydrant, which include a temporary fire hydrant or temporary riser, without domestic meter installation.

There will be a charge for staff review of each revision to applications and plans that constitute a change to documents, fees, or services.

- b. "Facilities Connection Charge" means the charge required of all applicants for service to property where a service connection does not exist or where a service is to be enlarged or added. The charge is to be paid based on meter size and the current rate. Beginning January 1, 2021, the Facilities Connection Charge will be adjusted annually for all projects approved on or after March 1. The rate will be set in accordance with the annual increase as of September of the previous year's Engineering News Record, Construction Cost Index, 20 City Average. (See Appendix I A.3.b.)
- c. "Frontage Connection Charges" applies to all connections through which water will be delivered from an existing main to particular parcels of property which are adjacent to the right-of-way or easement wherein that existing main is located. If additional connections will not be required for subsequent phases, the frontage connection charge for projects with multiple phases is due for all remaining phases at the time the initial connection is approved. The applicable frontage connection charges shall be the amount specified in the rate schedule. (See Appendix I A.3.c.)

Frontage connection charges shall not apply to the connection of a property to a particular main if that main was installed as a main extension to serve that property. If a parallel main exists, the frontage connection charges shall be based on the main providing the direct connection to the service. Conditions for installing a parallel main are contained in Chapter 9. Frontage connection charges shall apply to properties within assessment districts when the connection is made to a main installed after the installation of mains for the Assessment District. A minimum charge shall apply to any parcel having less than 70 feet of chargeable frontage. Connections to serve median strips within a publicly dedicated right-of-way or land either publicly owned or controlled landscaped trails and paths shall be charged the minimum charge regardless of the length of the median strip or landscaped area. Unless agreed to specifically by the District, the depth of such landscaped areas shall be no greater than 20 feet.

Upon application for a connection to a parcel not presently having a connection, frontage connection charges shall apply to the side of the property where the connection is to be made. Upon application for an additional connection to a parcel where the connection is to be made to a side of the property not presently having a connection, frontage connection

charges shall apply to that side of the property. Upon applications for connections to more than one side of a parcel presently not having a connection, frontage connection charges shall apply to each side of that property where a connection is to be made.

Relocation of, or additional connections on, the same side of the property where frontage connection charges have been assessed shall be exempt from frontage connection charges. Non-standard service connections shall be assessed the minimum frontage connection charge when the main providing water is not directly adjacent to the property. An existing service connection may be relocated on the same parcel, with the approval of the District, however it may not be moved to a new parcel. A relocated service connection shall be installed pursuant to the same Rules and applicable rate schedules as a new service connection, except that no facilities or regional connection charges shall be applied. Frontage connection charges will not apply if the connection is to the same side of the parcel and the new connection is made to the same main as the original connection. For connections to any other main along that side of the parcel, the frontage connection charges provisions shall apply (See Appendix I A.3.c.)

If more than one main is available with sufficient pressure and capacity for a connection, the applicant may request a connection to a specific main. The District may elect to require the connection be made to another main. If so, the Frontage connection charge shall be the lesser of the charge for the main preferred by the applicant or the main to which the connection was actually made.

- d. “Inspection Fee” shall apply to all new water facility installations and water service relocations constructed by private contractors. The fee is based on the quantity, type of water facility installation, or size of the meter. The charge includes District costs for the inspection and related administrative costs of water facility installation. The fee must be paid prior to water plan approval and may be refunded if work does not begin. The fee is not refundable or prorated once construction begins. The inspection fee is valid for two years from the date of plan approval. Any time extensions for work remaining after the two year period require payment of an additional inspection fee for those portions of the project which are incomplete. Any inspection required after the the District’s scheduled work week for Inspector working hours will be charged in addition to these fees. (See Appendix I A.3.d.)

The inspection fee does not apply to adjustments to, or relocation of, water facilities completed in conjunction with public road improvement projects.

Inspection fees are due for service connection relocations and service connection size increases.

- e. “Oversizing Charge” will be based on meter size, and the funds collected will be used to refund oversized main extension costs. The oversizing charge also applies to enlarged or added service connections, including those connections located within assessment districts. (See Appendix I A.3.e.)
- f. Service Connection – Installation. If unusual installation conditions exist, the applicant will be advised of the terms and conditions that must be met before an application for service will be accepted. In circumstances under which the District anticipates unusual installation conditions, the applicant shall pay a deposit established by the District. A refund or billing

will be made when the job is completed and actual cost determined by the District. Unusual installation conditions shall exist when, in the opinion of the District, the installation is to be made under conditions that would result in unusual or significant departure from the basic installation charges set forth in Appendix I. A.3.f.

- g. Service Connection – Relocation. An existing service connection may be relocated on the same parcel, with the approval of the District, but it may not be moved to a new parcel and may not be used to serve an adjacent parcel. A relocated service connection shall be installed pursuant to the same Rules and applicable rate schedules as a new service connection, except that no facilities or regional connection charges shall be applied. Frontage connection charges will not apply if the connection is to the same side of the parcel and the new connection is made to the same main as the original connection. For connections to any other main along that side of the parcel, the frontage connection charge provisions shall apply. The person requesting the relocation will be responsible for the cost of relocation.
- h. Service Connection – Removal. In the event that a service connection is to be permanently deactivated, the owner of the property must sign a service removal form provided by the District. The meter and other salvageable materials may be removed by the District without credit to the property owner or by a private contractor in accordance with the requirements of Chapter 9. In the event a service will be relocated or the size of service changed, the service removal may be completed either by the District on an actual cost basis or by a private contractor in accordance with the requirements of Chapter 9. Any water commitment associated with a removed service shall terminate, except as provided in Chapter 2.8.
- i. Service Connection – Size Increase. An existing service connection may be enlarged with the approval of the District provided a water commitment for the additional capacity requested is obtained in accordance with Chapter 2. An enlarged service connection shall be installed pursuant to the existing Rules and applicable rate schedules. If the new service connection is not on the same side of the parcel as the abandoned or removed service, frontage connection charges may apply. Facilities connection charges, regional connection charges, or oversizing charges shall apply to increases in meter sizes. Existing services will receive a credit for facility connection charges, regional connection charges, and oversizing charges based on the rates in effect at the time of the application. The credit will be applied toward the new charges for the service or services being applied for on the parcel. Regional connection charge credit will be calculated based on the current land use of the existing service. Land uses with regional connection charges on a per unit basis will be given a credit to be determined using the Clark County Assessor records in place at the time of the application. The full application fee and inspection fee (for service connections installed by private contractor) for the new service size will apply. (See Appendix I A.3.a. and A.3.d.)

#### 7.4 Construction Water and Other Approved Uses.

- a. Construction water taken through public fire hydrants except for firefighting purposes will be metered. Fees and charges stated in Appendix I A.4 apply to use of construction water. Stand tanks must be used and maximum flow rates will be specified by the District in closed pressure zones. A backflow prevention assembly is required when hydrant meter connections do not serve a stand tank with an approved air gap.



One working day notice is required to set fire hydrant meters and requests must be received before 4:00 p.m. Requests received after 4:00 p.m. for next day service and requests for same day meter installation before 4:00 p.m. that day may be accommodated with payment of an additional fee. A fire hydrant permit fee will be charged. A refundable damage deposit will be required for each hydrant valve and meter. All or a portion of any remaining deposit may be refunded upon termination of the service if the hydrant, hydrant valve and meter are undamaged during the period of use and all inactive hydrant meter water accounts have been paid in full. The District may, at its discretion, apply the damage deposit to the closing bill. A refundable damage deposit will be required for each backflow prevention assembly installed by the District on a hydrant meter. This deposit will be applied to the closing bill upon termination of the service if the backflow prevention assembly is undamaged during the period of use. The District service charge for a fire hydrant meter shall be assessed per day. The SNWA non-residential daily fire infrastructure charge shall be assessed per day, based on a three inch meter. (See Appendix I A.11.) The SNWA commodity charge will be charged to the customer. (See Appendix I A.15.) The SNWA reliability surcharge will be charged to the customer. (See Appendix I A.18.) The consumption rate shall be set at the third tier consumption rate. (See Appendix I A.19.) The mobile meter permit fee shall be assessed per year. The fee may be prorated monthly based on the month of the permit application. The deposit for a mobile meter is based on the replacement cost of the mobile meter paid by the District. If a service is processed for shut-off for non-payment of bills, payment arrangements, deposits, or other violation of the Rules, the customer shall pay a delinquent processing fee. (See Appendix I A.7.)

In lieu of a fire hydrant meter for taking construction water, the construction water may be taken through the service connection which is intended to serve the parcel, or it may be taken through any other metered method approved by the District which assures that all water utilized during the construction period is metered.

The construction period shall be considered to have ended for the developer upon notification to the District by the applicant and after the District has made a final meter reading for billing purposes. The District will then shut-off the service unless it has received an application for service to that location. Water used through a service connection on a parcel prior to notification to the District that the construction period has ended will remain the responsibility of the developer or owner. The District reserves the right to audit all development to ensure all parcels are properly metered and consumption is measured and assessed for billing purposes.

The developer or owner responsible for the development agreement may transfer, for the purposes of construction water billing only, all or part of a development to a subsequent developer following the installation, inspection, and acceptance of facilities as shown on the approved water plans. The developer shall notify the District of the transfer in writing, specifying by lot and block and supplemented by an annotated map of approved water facilities plans the portions of the development transferred by written, executed agreement to the subsequent developer. A subsequent developer shall be responsible for the billing for construction water, any outstanding water facilities remaining to be completed, and any damages caused by his actions to District facilities within this approved transferred area.



b. Non-Metered Construction Water.

Water used in the disinfection of newly constructed public water mains does not have to be metered. Flushing of the mains shall only be done in the presence of a District representative.

7.5 Daily Service Charge.

Domestic service customers will be billed a daily service charge based on meter size multiplied by the number of days in the billing period. Beginning January 1, 2019, the Daily Service Charge will be adjusted annually on January 1. The rate will be set in accordance with the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board. (See Appendix I A.5.)

7.6 Deposits.

- a. Assure Payment of Bills - Security Deposit. The District may require security deposits from new customers who have not established credit with the District, or from customers whose accounts are delinquent, or in any situation where the District has cause to believe that a deposit is required to assure payment. For accounts where credit has not been established, or for accounts that are delinquent, the deposit will be in an amount proximate to, but not less than two and one half times the highest monthly bill as assessed during a twelve month period. The District may establish standard deposits for various service sizes and types. (See Appendix I A.8.)

Deposits must be paid in full on the date they were assessed to the account, or service may not be activated or restored on the date requested. The District may, in its sole and exclusive discretion, make arrangements to extend this payment deadline or allow the customer to pay the required deposit amount in installments. Failure to remit valid payment in compliance with arrangements made may result in service discontinuance without notice. A surety bond acceptable to the District may be presented in lieu of a cash deposit.

Deposits will be applied as a credit on the customer account at such date as the customer has established credit to the satisfaction of the District, or refunded to the customer at the District's discretion, or applied to the closing bill upon discontinuance of service. Interest on security deposits will be credited to the customer's security deposit account on a quarterly basis or on the date the customer's deposit account is closed.

The annual interest rate for the ensuing year will be a rate equal to the regular savings deposit rate of a major local commercial bank as of the first business day of the calendar year.

- b. Projected Costs Basis - Deposit. When the District is requested to perform work and where there are no fixed charges, the applicant shall deposit an amount established by the District, in addition to connection charges and other applicable fees, prior to commencement of work. A refund or billing will be made when the job is completed and

actual cost determined. When requested by the applicant, the District may establish a not to exceed upper limit.

- c. Interest on Deposits. Except as provided for deposits to assure payment of bills, any cash deposit or other payment paid to the District will not accrue interest.
- d. Public Agency Deposit Requirement. In lieu of cash a deposit or surety bond, a purchase order may be accepted from a public agency.

#### 7.7 Damage to or Tampering with District Property.

Persons causing damage to, altering or otherwise Tampering with, District property by any willful or negligent act shall be responsible for payment of costs incurred, and fees as prescribed by the Service Rules or penalties prescribed by law. (See Appendix I A.6.)

If a lock installed on a service connection to restrict use of water is removed by anyone other than an authorized District employee, the customer or developer shall be charged for a damaged lock, in addition to any other charges or fees. If a lock for a backflow prevention assembly enclosure is cut or damaged, the customer shall be charged for the cut or damaged lock, in addition to other charges or fees.

#### 7.8 Delinquencies & Deficiencies.

- a. Late Fees - Delinquent Accounts. If payment of a bill is not received by the District prior to the due date as stated on the bill, (the date being the first working day 24 calendar days after the billing date), the account shall be charged, on the next succeeding bill, four percent of all amounts in arrears. Governmental agencies are exempt.
- b. Processing Fees. If a service is processed for shut-off for non-payment of bills, payment arrangements, deposits, or other violation of the Rules, the customer shall pay a delinquent processing fee (See Appendix I A.7.) Before service will be reactivated, the customer must pay the total amount due including any assessed security deposits and related delinquent processing and restoration fees. The District may, at its sole and exclusive discretion, make arrangements for other than full payment. Should the customer reactivate or tamper with the service without consent of the District, an additional charge will be made for each such occurrence (See Appendix I A.6.) Service shall be considered processed for shut-off as of the date immediately following the due date of the bill or payment arrangement.
- c. Deficiency Fee. The District will assess a fee per service, per day, for each inspected deficiency not corrected by a developer, until the deficiency is corrected. This charge shall be assessed against parcels where a tenant has occupied the premise without the service being inspected, approved, and accepted by the District for the City of Las Vegas, or without a Certificate of Occupancy issued by Clark County or the City of Las Vegas.

### 7.9 Non-Potable Water System (NPWS) Connection.

The formula to calculate the cost for a Non-Potable Water User is as follows:

A new User will pay for their proportional share of the net system capital costs which have been paid as of the end of the prior fiscal year.

	NPWS Capital Costs Paid-to-Date (amount of debt repaid)
Minus	NPWS Depreciation to Date
Equals	NPWS Net Capital Costs Paid-to-Date
	New Subscriber Estimated NPWS Maximum Daily Water Consumption
Divided by	Total Estimated NPWS Maximum Daily Water Consumption (including new subscriber)
Equals	Estimated New Subscriber Pro rata Maximum Daily Water Consumption
Multiply by	NPWS Net Capital Costs Paid-to-Date
Equals	New Subscriber Amount

All funds received will be included in the NPWS Capital Costs Paid-to-Date. A calculation with a negative result will result in an amount of \$0. All amounts are non-refundable.

All Users who provide non-potable mains to service their facilities from a District-approved facility shall be subject to application and inspection fees based on the size of the main and the fees in effect at the time of plan approval.

### 7.10 Meters.

- a. **Meter Credits.** If meters obtained from the District for the purpose of being installed by a private contractor during construction of a development are returned before the project has received final acceptance from the District unused and undamaged meters, with an original receipt will be credited 100% of original developer cost. (See Appendix I A.9.)
- b. **Meter Installation.** When the District discovers that water is being taken through an unmetered service, is damaged, or the meter is not operating properly, or the wrong size meter was installed, and the water plan approval required that the meter be set by the developer, the District will install the meter and charge an installation charge. The cost of the original meter issued to the developer will be refunded if that meter has not been used or damaged and is returned to the District. If the development is under warranty for its water facilities, the developer can replace the meter at his expense. (See Appendix I A.9.)
- c. **Meter Size Change.** Meters in place, which are of a size less than the diameter of the lateral pipe, may be replaced with a larger size not to exceed the size of the lateral pipe. Applicants shall pay the full application fee for the new service, the meter charge, and other charges as established by the rate schedule. Facilities connection charges, regional connection charges, and oversizing charges shall apply to increases in meter sizes. A water commitment in accordance with Chapter 2 must be obtained before a meter may be

increased in size.

Meters sized two inches and less may be replaced with a smaller size meter upon request of the property owner and with District approval. The cost to reduce the meter size shall be the cost of the new meter plus an installation fee, plus all other applicable fees and charges (See Appendix I A.9.) Applicants for replacement of meters greater than two inches with a smaller size shall pay all costs incurred.

The District may replace a battery of meters with a single meter, replace a single meter with a battery of meters, or install an appropriately sized meter, service, and backflow prevention assembly to meet a current demand, providing such replacement does not impair service to the customer. The owner or applicant shall be responsible for all applicable fees and charges.

- d. Meter Testing Fee. A customer who is serviced by a meter two inches and smaller and has requested that the meter be removed for accuracy testing and replaced with another, shall be assessed a fee. (See Appendix I A.9.) The fee will be waived if the overall accuracy of the meter as tested is outside the defined acceptable parameters as established by the American Water Works Association.

#### 7.11 Non-Potable Water Irrigation Rate.

The Board will establish non-potable water irrigation rates as necessary to maintain revenue, at a level to pay all costs of each project.

The non-potable water irrigation rate for large turf and landscaping irrigation per 1,000 gallons and is subject to change at any time. (See Appendix I A.10.)

The non-potable water irrigation rate will be at or below the annual average cost that the potable and non-potable water users would pay for potable water service on an annual basis.

Periodically, the annual average cost will be computed for a recent 12-month period using the actual monthly water demands of each non-potable water user and each golf course consuming potable water. Each water service included in the computation will use service size to determine the appropriate daily service charges, daily backflow service charges, and water tier sizes. SNWA commodity charge, SNWA reliability surcharge, SNWA infrastructure charge, and any other charges normally paid by potable water users for irrigation water service will also be included. When new potable water rates are being proposed, the annual average cost computation will be adjusted to reflect applicable changes in any and all components of the computation.

#### 7.12 Non-Revocable Groundwater Rights.

The District may purchase non-revocable groundwater rights subject to verification of the standing and duty of the permit and approval from the District's Board of Directors. When non-revocable groundwater rights are purchased by the District, the amount paid is based on the value to the District.

### 7.13 Public Fire Hydrants.

- a. Private Use. Connection to a public fire hydrant which has been dedicated for public use is prohibited unless a permit is issued by the District and a District owned hydrant valve and meter are used. The applicant shall pay a permit fee in accordance with the rate schedule prior to issuance. The applicant for the permit shall designate the period of time and purpose for which water is to be used. The District may discontinue the service and remove its equipment if the water is used for any purpose other than that designated by the applicant, or if any part of the fire hydrant is operated. The District may establish limitations on the rate of flow and time of use. The District will install all equipment necessary for the meter connection and no water will be used until such equipment is installed. Except for emergency service connections, which may be established by the District for a limited time, water service from a fire hydrant for domestic purposes is prohibited.

The applicant shall use District installed backflow protection to prevent backflow to the District's system.

An unauthorized or unmetered connection to a fire hydrant constitutes Water Theft, for which the District may pursue all available remedies, including those described in Section 6.14.

A mobile meter may be provided to small users who generally move to multiple locations over time. These meters are granted at the sole discretion of the District. Mobile meter permit holders must:

1. Pay an annual permit fee. (See Appendix I A.4.)
  2. Report the location of all water taken each day upon request by the District.
  3. Acknowledge the initial meter reading.
  4. Agree to have readings estimated for an average monthly bill throughout the year and balance the actual read at the time of the annual meter inspection against the billable consumption for the year for payment or credit adjustment to the account, or refund.
  5. Have the meter inspected annually.
- b. Credit Privilege for Hydrant Permits. The privilege of credit for hydrant permits may be granted to contractors licensed in Nevada, and requests for the credit may be made by phone or other electronic means, provided that:
    1. The privilege is not abused,
    2. Payment for each hydrant permit is received by the District as part of the payment for the first water bill issued for such permit.

### 7.14 Private Fire Protection Service.

Applicable to all services through which water is to be used solely for extinguishing fires. Private fire service shall be assessed a daily service charge. Non-residential private fire protection services will be assessed SNWA non-residential daily fire infrastructure charge. (See Appendix I A.11.)

Unauthorized Use of Private Fire Protection Service. When it is found that a private fire service is being used for purposes other than standby fire protection, the District will bill the customer for all private fire protection water consumption measured by the detector check assembly times

an applicable service size multiple. (See Appendix I A.11.) Failure to discontinue unauthorized use will be cause for shut-off or prosecution as prescribed by law.

#### 7.15 Reactivation of Deserted or Inactive Services.

Upon receipt of an application, a deserted or inactive service may be activated provided the applicant pays any costs required to locate the service and upgrade it to current District standards. If the service cannot be located, it will be classified as abandoned or removed. If a service is located but found to be non-functional, the service may be classified as abandoned or removed.

#### 7.16 Recharge Water Rates.

The Board may establish recharge water rates in conjunction with a Peak Demand Management Program. These rates will be established to meet costs during winter months for water purchased in conjunction with a recharge effort as part of a peak demand management agreement. Each agreement must be approved by the Board of Directors.

#### 7.17 Reestablish Service Fee.

Customer or property owners will be charged a fee per incident for services that have been locked for Tampering, illegal use, or prevention of further damage to District facilities. (See Appendix I A.12.) Further service to the property must be established only in the name of the property owner. When service is shut-off at the main, or restricted from use by the District by means other than locking the service, the property owner or the property owner's representative possessing an appropriate power of attorney must pay a deposit to the District in the form of cash, cashier's check, money order, or credit card to cover the actual cost of damage incurred by the District in addition to any other applicable fees, charges or deposits before a turn-on will be scheduled (See Appendix I A.7, A.8.) Once actual costs are determined, the property owner will be billed or refunded the difference between the deposit and the actual cost.

If it can be demonstrated to the District that neither the property owner nor a legally designated representative is available to meet the above-mentioned requirements for turn-on, a resident of the property may have water service reinstated by securing and delivering to the District a one year irrevocable letter of credit or a bond in a form approved by the District, in an amount equal to two and one half times the highest monthly bill as assessed during a twelve-month period, in addition to posting a cash deposit to cover the actual cost of damage incurred by the District. (See Appendix I A.8.) If the cash deposit exceeds the damages incurred by the District, a refund will be made. If the cash deposit does not cover the damages incurred by the District, the balance will be due from the owner, or representative, prior to restoring service.

#### 7.18 Residential Main Extension.

If required by the fire department, the installation of a fire hydrant as part of the approval process for a Residential Main Extension shall be assessed an inclusive charge of all fees and charges associated with that installation. (See Appendix I A.13.)

#### 7.19 Service Guarantee Program.

At the District's sole discretion, the District will apply a credit (See Appendix I A.14) to a current customer's active account in the following situations:

- a. If the District shuts off the customer's water service in error.
- b. If the District does not activate the customer's service on the date requested.
- c. If the District does not respond to a billing inquiry within seven business days.
- d. If the District validates receipt of payment, but does not process the payment correctly.
- e. If the District, in its sole discretion, determine if this credit is warranted due to actions of the District's staff.

Additionally, if District personnel, while in the course and scope of District duties, physically damage a ratepayer's property that is not improperly located within, above or near a District easement or District property, the District will repair or pay to have repaired the ratepayer's property.

#### 7.20 SNWA Commodity Charge.

SNWA imposes a commodity charge to fund regional water facilities. The District is required to pass through this charge to all District Customers, except customers in Jean, Nevada. (See Appendix I A.15.)

#### 7.21 SNWA Daily Infrastructure Charge.

The District is required to pass through the SNWA Daily Infrastructure Charge to its Customers. The SNWA Daily Infrastructure Charge will be multiplied by the number of days in the billing period to determine the respective charge for that billing period. (See Appendix I A.16.)

#### 7.22 SNWA Regional Connection Charge.

The SNWA Regional Connection Charge is required for each new connection within the District's service area and applies whether a connection is the result of new development or modifications to property within existing development, including the connection of additional dwelling units, hotel or motel rooms, or RV spaces at properties with existing service. The charge is based on the demand for water placed on the system by development or redevelopment and will be charged at the current applicable rate. The charge is used to acquire and develop resources and to fund regional facilities constructed by SNWA to support the demand created by a new connection. Funds collected shall be transferred to SNWA to acquire and develop resources and to fund regional facilities constructed and operated by the SNWA. This charge, which the District is required to pass through to its Customers, does not apply to applications for service within Jean, Nevada. (See Appendix I A.17.)

#### 7.23 SNWA Reliability Surcharge.

A reliability surcharge is charged on all residential class customers at .25 percent of total water bill for service charges and consumption rate. Residential class includes all multi-residential classes, as well as single family residential. (See Appendix I A.18.)

All other customer classes are charged at two and one half percent of total water bill, including service charges, backflow, and consumption rate.



The reliability surcharge is collected by the District at the same time and in the same manner as monthly water bills, except those in Jean, Nevada. Charges for water may be affected by water budgeting rules provided in Chapter 11.

#### 7.24 Tier Consumption Rate Charge

Average Daily Use Rate Blocks will be multiplied by the number of days in the billing period and rounded to the appropriate whole consumption (1,000 gallons) to determine that billing period's rate blocks. Consumption within the billing period rate blocks will be billed at the appropriate block rate shown for the Las Vegas Valley Thresholds and Metered Rates for Domestic Services. Beginning January 1, 2019, the Tier Rates will be adjusted annually on January 1. The rates will be set in accordance with the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board. (See Appendix A.19.)

#### 7.25 Turn-On and Shut-Off Fees.

- a. Turn-On. A water service will be turned on for a fee (see Appendix I A.20), provided that the requested effective date for service activation or restoration is at least one business day after an application is accepted or, in the case of service interrupted for delinquency, sufficient payment has been received as required by the District.
- b. Same day service turn-on or restoration may be provided for an additional fee when requests are received prior to the close of the business day. Requests received after normal business hours, or on weekends, or during a holiday for same day service turn-on or restoration will be assessed a fee, provided that the District can respond to the customer's request. (See Appendix I A.20.)
- c. Shut-Off. An existing water service will be shut off without charge if the requested effective date for service shut off is at least one business day after the request for discontinuance of service is received.
- d. Same day shut-off service may be provided for a fee when a request is received prior to the close of the business day. Requests for same day or future shut-off will not be accepted if received after normal business hours, on weekends, or on holidays. (See Appendix I A.20.)

#### 7.26 Water Waste Fee.

Customers issued a violation notice shall be assessed a fee. (See Appendix I A.21.) Fee levels are based upon violation history for the preceding 18 months.

#### 7.27 Water Theft Charges & Fees

Persons or entities who engage in or benefit from Water Theft and are issued a violation notice shall be charged for estimated water usage at 12x the applicable rate, shall be responsible for the cost of any damage caused to District facilities and shall be assessed a fee. Fees are assessed in accordance with Appendix I A.22 and are based upon violation history for the preceding 18 months.



#### 7.28 Well Abandonment Incentive.

As an incentive for existing property owners to convert their water source from a well to the District's system, a cash incentive will be made to each owner who abandons their well in conjunction with making application for a new water service from the District. (See Appendix I A.23.). The owner must submit a certified copy of the well plugging report prepared by the licensed driller in accordance with NAC 534.420. The cash incentive for well abandonment will not be provided in the event the well is abandoned and plugged by an agency at no cost to the property owner.

## CHAPTER 8 – TIME AND MANNER OF PAYMENT

### 8.1 Bills Due When Presented.

Meters will be read or estimated monthly. The District will issue a bill to the customer for each connection to District facilities for usage and related fees and charges. All bills shall be due and payable upon receipt. Failure to receive a bill does not relieve a customer of liability. Customers are responsible for payment of all water recorded as having passed through the meter, regardless of whether such water was put to beneficial use. When current bills are not paid by the due date on the bill, they are subject to the assessment of late charges or other fees, and will be considered delinquent. Delinquent accounts are subject to disconnection. The District may, at its sole and exclusive discretion, make arrangements to extend this payment deadline or allow the customer to pay the unpaid balance amount in installments. Failure to remit valid payment in compliance with arrangements made may result in service discontinuance without notice.

### 8.2 Proration of Service Charges.

All service charges shall be calculated on a daily basis.

### 8.3 Commercial Subdivisions.

In the event a commercial subdivision does not have individual meters to each parcel, the District is not responsible for dividing water use among the commercial subdivision occupants. If there is a need for individual meters to each parcel, any sub-meter must be located on the parcel it serves or within the boundaries of a one lot commercial subdivision. It is the responsibility of the customer or property owner to obtain approval for installation of additional water facilities and pay all charges, fees, or deposits in accordance with the Service Rules.

### 8.4 Estimated Bills.

- a. If a meter cannot be read because of obstructions or other causes, an estimate shall be made of the quantity of water used and a bill rendered for the estimated quantity. The District reserves the right to estimate any meter readings periodically. The next succeeding bill that is based upon actual meter readings will reflect the difference between prior estimates and actual consumption.
- b. If a meter reading is obtained which indicates a meter malfunction, an estimate shall be made of the quantity of water used and a bill rendered for the estimated quantity.
- c. Estimates shall be based first on account history or comparable services within the area. If there is no comparable service within the area, then estimates shall be based on comparable service within the District.

### 8.5 Collection Stations.

For the convenience of its customers, the District may designate and authorize others to serve as agents for the collection of bills. At the discretion of the District, delinquent bills may require payment at the District office.

#### 8.6 Payments Not Honored by Financial Institutions.

Remittances presented in payment of a bill which are not honored and are returned by any financial institution shall be treated as though no payment had been made and service may be discontinued without notice.

#### 8.7 Accounts with the District that are paid by checks or electronic presentment which are not honored by any financial institution shall be charged a returned payment fee in addition to any other applicable fees and charges. Redemption of returned payments, as well as any additional fees or charges assessed, may be required to be by cash or equivalent at the discretion of the District. (See Appendix I A.7.)

#### 8.8 Billing Errors.

Correction of billing errors shall appear on subsequent bill statements. The District will make retroactive bill corrections for a period of no more than 18 months.

#### 8.9 Billing Adjustments.

The District, at its discretion and for purposes of account dispute resolution, may offer an adjustment for unexplained, non-beneficial usage. This adjustment will be based on recorded average daily usage for historical comparable usage periods and shall be applied only when an investigation conducted by the District has concluded there is no reasonable or viable explanation for the usage. The District, at its discretion and for purposes of conservation, may offer a one-time partial consumption adjustment for usage related to an on-site leak or malfunction that has been repaired.

## CHAPTER 9 – INSTALLATION OF WATER FACILITIES

### 9.1 General Conditions for Installation of Water Facilities.

#### a. Applicability.

Any work on District facilities, including the installation of new service connections, water main, backflow prevention devices, or associated appurtenances, or relocation or removal of existing facilities, not contracted for directly by the District, shall comply with the requirements of this Chapter. All work shall be submitted for review and approved in writing by the District, and required fees and charges paid to the District, prior to District approval. If the District determines that additional facilities, including major facilities, such as a reservoir, a main exceeding 24" in diameter, a pumping station, or infrastructure will be required to support service, reliability, or other factors for existing or proposed development, the developer or owner will be required to enter into a development agreement with the District.

A main extension may be required along the entire length of at least one property line frontage of the property to be developed whenever future line extension is possible, or when the adjacent main cannot meet the needs of the proposed development.

#### b. Construction Plans.

All water plans submitted for review shall conform to UDACS. Water plans shall include, at a minimum, the following:

1. A copy of the recorded final subdivision map, parcel map or any other map, if applicable.
2. Two sets (24" x 36") of detailed water plans or the equivalent electronic CAD file (formatted for printing at 24" x 36") in dwfx, dwf, or other format specified by the District.
3. A completed data sheet as provided by the District.
4. The required application fee.
5. Development approval or water commitment.

Water plans which meet the requirements of Items 1-5, which do not have a development approval or water commitment, may be accepted for review, but the acceptance for review does not provide any additional consideration toward a water commitment to a new development or other project. The plans shall be prepared by a Professional Engineer licensed in Nevada and shall clearly indicate the size and location of mains and appurtenances, including all lateral pipe and fire hydrants, and shall indicate size and location of all other existing and proposed utilities. Water plans shall designate boundaries of the applicant's property which will be served by the proposed main extension. Proof of rights-of-way or easements must also be provided.

The District will review the water plan and will upload a digital redline set and checklist letter for available download by the applicant or a representative of the applicant. A paper copy will only be available upon request. The applicant shall prepare and submit to the District a set of reproducible mylar water plans conforming with the revisions, which shall

be retained by the District and considered the master water plan after approval by the District. Upon execution of the appropriate agreements by the applicant and payment of all outstanding bills, applicable charges, fees, or deposits, and after approval of other governmental agencies, and any other requirements, the water plan may be approved and released for construction purposes.

c. Time Limitation.

Approval by the District for the installation of water facilities will be valid for a limited time. In the event that construction of the mains or services covered by any approved plan is not started within one year from the date of approval, or as designated in the development agreement, the project shall be deemed to have been abandoned, and any subsequent proposal for reactivation shall be treated as a new project, including fulfilling all water commitment requirements in effect at the time the project is reactivated. Construction is considered to have started upon the installation of 25 percent of the approved facilities, as determined by the District. The implementation of the approved water quality mitigation plan will be a condition of connection to the District system. Any limitations on approval for other than one year shall be shown on the drawings. The same shall apply when active construction work is discontinued for one year.

All water facility construction must be completed within two years from the date of plan approval. If work is not completed in the two year period, the developer may request a time extension, but an additional inspection fee will be required. If the work will not be completed in the next six months, the developer shall also post a bond or cash deposit with the District to assure completion in one year or the Development Agreement may be terminated.

In the event the project received a water commitment pursuant to Chapter 2, the District may, at its discretion, invoke the performance bond for the installation of the water facilities rather than canceling the project.

d. Construction, Assignment, Abandonment, Cessation, Cancellation.

In the event of abandonment or cessation of construction, prepaid installation fees and other charges and deposits may be refunded, or used by the District to pursue completion of all or part of the project, as determined by the District.

If a project receives a water commitment under the provisions of Chapter 2, and the water plans are subsequently proposed for cancellation by the developer, owner, or the District, all prepaid installation fees and other charges and deposits shall be retained by the District until the water commitment is terminated, the project is reverted to acreage, and the developer or owner requests in writing the fees be returned in accordance with the service application or development agreement. A refund shall not include the application fees, inspection fees, or all costs incurred by the District to separate the project facilities from the District system. If the project changes owners prior to applying to terminate the water commitment, all refundable fees will be refunded to the current owner at the time the refund is made. If the project will require a new approval of the water plan, any retained fees shall be applied to any increased fees required at the time a water plan is reapproved.

If a project receives a water commitment under the provisions of Chapter 2 and the water

plans are subsequently proposed for cancellation prior to the installation of water facilities, all prepaid installation fees and other charges and deposits shall be retained by the District until the water commitment is terminated, the building permit is terminated or expires, and the developer requests in writing the fees be returned. If the project will require a new approval of the water plan, any retained fees shall be applied to any increased fees required at the time a water plan is reapproved.

If funds are not available to complete the work, the District may complete the work on an actual cost basis and bill the developer. Subsequent projects submitted for approval shall be held until invoices for uncompleted work are paid.

To assure District recognition of an assignment from one developer or owner to another, a District provided assignment form must be completed, and a fully executed duplicate original must be returned to the District.

e. Compliance with Specifications.

Main extensions, service connections, or appurtenances shall be constructed by a Nevada licensed contractor in conformity with all District specifications, standards, and procedures which are in effect at the time the water plans receive District approval. In addition to all specifications, standards, and procedures, the following requirements shall be met:

1. Based on approved plans, all new water facilities shall be installed, disinfected, pressure tested, and maintained for water quality to the satisfaction of the District before connecting the new mains or to existing mains, unless otherwise permitted by the District.
2. Connections to existing mains shall be made only when authorized by the District, only in the presence of an authorized representative of the District, and only at times specified by the District. The approved Water Quality Mitigation Plan, if required, shall be implemented prior to connecting to existing mains.
3. Existing mains shall not be taken out of service for the purpose of making new connections when other options are feasible. Mains may only be taken out of service with the specific approval of the District.
4. All water facilities, once connected to existing District facilities, must maintain established water quality standards throughout the installed system. If the District determines that water quality standards are not being maintained following the connection of the approved facilities to the District system, a new or revised Water Quality Mitigation Plan will be required for District review and approval, and implementation at the sole expense of the developer.

f. Construction Inspection.

The District shall inspect the installation of water facilities from construction commencement through final water project acceptance, certificate of occupancy inspection, or cancellation, cessation, or abandonment. The District reserves the right to terminate service if the work does not comply with District requirements and approved water plans.

Termination will result in a written notice by the District that all or part of the installed facilities will be abandoned and disconnected by the District from the District system. Disconnection will be at the expense of the developer.

At the time of inspection for acceptance of facilities, the District may refuse to accept facilities if they could create a liability or a risk to public health, safety, or welfare for the District. A liability includes that ability of the project facilities to meet water quality operating standards for the development, noncompliance with District standards, or potential maintenance issues. At the time of certificate of occupancy inspection, the District may refuse to pass the inspection if previously accepted facilities are found to be damaged or no longer in compliance with District standards. The District may pass the certificate of occupancy inspection once repairs or corrections required by the District have been made and inspected by the District.

The District will not provide domestic water service to an approved permanent structure until all water facilities related to that structure, as shown on the approved water plans, consistently meet water quality standards.

g. Meter Installation.

For meters two inches and smaller, the applicant shall obtain the meter from the District. For meters larger than two inches, the applicant shall provide a meter which meets District specifications.

Meters obtained from District stock will be acquired in accordance with District procedures. The meter shall be installed before any water is drawn through the service connection.

No meter shall be installed until a successful pressure test and water sample has been verified by the District.

h. Payment for Water.

Payment for water used from the time of initial meter installation shall be the responsibility of the user or customer and will be charged and billed monthly at the metered construction water rate. The District reserves the right to audit meter installation. The District reserves the right to start service at its discretion upon verification of meter installation, occupancy, or irrigation. Upon verification, monthly billing will be based on the rate for metered construction water.

The developer shall remain responsible for correction of all deficiencies and shall remain liable for the monthly bill payment for all metered water used and associated deficiency fees, regardless of whether subject facilities are in use by a subsequent developer, domestic, or commercial customer, or property owner until the defects are corrected by the applicant and are accepted by the District.

Following acceptance of all facilities by the District for ownership and maintenance, the developer is responsible for ensuring that services accepted by the District are removed from the developer's account. Until that notification to the District occurs by the developer, billing for all consumption through all meters at the rate for metered construction water

remains the responsibility of the developer.

i. Guarantee.

Installation, materials, and workmanship shall be guaranteed complete and free of defects for a period of one year from the date of acceptance by the District. Upon receipt of notice of incomplete work or defect from the District, the developer shall immediately correct the situation, or shall reimburse the District for the cost of correction. The District will notify the developer or developer's contractor of any incomplete work or defect and give an opportunity for the contractor to make a correction. If the contractor fails to do so, the District may make the correction and bill the contractor for the cost of the correction. If the contractor fails to pay for the cost of the correction, the District will bill the developer.

j. Location.

1. Main extensions and appurtenances shall be located within a right-of-way or private street 50 feet in width or greater, which must be dedicated for utility purposes, if the water main is 24 inches in diameter and larger, or longer than 150 feet. Main extensions of lesser diameter or length may be located in private streets or rights-of-way 30 feet in width dedicated for utility purposes.
2. If the 50-foot right-of-way or private street dedicated for utility purposes is not available, the applicant may petition the District and, upon District approval, main extensions and appurtenances may be located within utility easements granted to the District (which may include right-of-way or private streets) for a total 30-foot utility dedication.
3. Right-of-way, private street, or easement grants for utility purposes totaling less than 50 feet may be accepted at the discretion of the District.
4. All rights-of-way, private streets, or easements shall be shown on the water plans and shall be provided to the District prior to the approval of water plans and must provide adequate clearances for the safe operation, maintenance, or repair of the water facilities. The District reserves the right to determine the location of a main extension and appurtenances.

k. Easements.

1. No buildings, structures, or trees will be placed upon, over or under any District easement, except that an easement can be improved and used for street, road, or driveway purposes and for other utilities, as long as the use does not interfere with the operation and maintenance of the District facilities within the easement.
2. Should the District act to repair any of its facilities within the easement, public utility easement, or dedicated public right of way, the District is not responsible for replacing any decorative surface improvements, such as pavers, stamped concrete, etc. The District will replace surface improvements to comply with Clark County Regional Transportation Commission standards for typical asphalt pavement and concrete sidewalk only. The District, upon request by a property owner and at the property owner's expense, may replace decorative surface improvements.



3. Should any of the District facilities within an easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the property owner will bear the full cost of such relocation or repair.

1. Size of Mains.

A main extension shall be of sufficient size to provide an adequate water supply to the development (subdivision, commercial, industrial, single residential property, or other property). The minimum water main size will be based on the existing or proposed street right-of-way width, which may include common areas.

A developer extending water mains will be required to install these minimum size water mains at their sole expense. The minimum water main diameters are as follows:

Street Width	Minimum Water Main Diameter
Up to 60'	8"
61' to 80'	10"
Greater than 80'	12"

Water mains in cul-de-sacs, internal streets within subdivisions, and other areas where water mains will not be extended in the future, may be six inches in diameter if that size water main meets the water demand requirement of the development. The District reserves the right to establish the size of all mains and appurtenances.

- m. Fire Hydrants.

Fire hydrant installations shall conform with design and location requirements of the governmental agency having jurisdiction.

- n. Use of Facilities.

A main extension constructed for a development shall not be considered as reserved for service to that development exclusively. Extensions of and connections to a main extension for other development may be permitted when, as determined by the District, such connections will not substantially affect service to the original development.

- o. Conveyance of Title.

Upon satisfactory completion of construction and acceptance of the facilities by the District, the developer shall deliver to the District a valid bill of sale conveying unencumbered title to the facilities to the District.

- p. Construction by Private Contractor or District.

Construction work shall be performed by a Nevada licensed contractor and selected by the applicant. In certain circumstances when, as determined by the District, the extent of work to be performed is minor and can be accomplished efficiently and economically by District

employees, the applicant will deposit an amount determined by the District. Upon completion of construction, the difference between the estimated and actual costs will be either billed or refunded.

q. Refund of Frontage Connection Charges.

The Developer may receive frontage connection charges collected by the District for connections to the main extension installed under the provisions of a main extension agreement specifically providing for the refund of frontage connection charges. The potential refunds paid to the Developer shall be limited to the fees collected by the District up to ten years from the date of the agreement. The total of potential refunds made for connections on either side of the main extension for the development shall not exceed the amount stated in Appendix I A.3.c. Any refund for a connection to the main extension shall be made following the date the main or services are inspected and accepted by the District and a signed Bill of Sale is provided by the developer.

At the sole discretion of the District, transmission mains may have limited connections made to them. Conditions limiting these connections include ensuring system reliability and the nature of the materials used to construct large diameter pipelines. Due to these conditions, parallel mains may be required to be constructed in order to serve adjacent developments.

By deciding whether a connection will be adjacent to, or parallel to a transmission main, the potential for the refunding of frontage connection charges by the District to the developer of the transmission main will be calculated in accordance with the Service Rules. A connection to parallel or adjacent mains shall be assessed frontage connection charges based on the main providing the direct service with refunding to the main providing the direct service. Refunding of frontage connection charges to the developer of a transmission main may occur with parallel main installations. Refunds will be based only on the difference between the frontage of the property to be developed and the length of the parallel main serving that property.

9.2 Service Connections Installed by Private Contractor.

If service connections are installed by private contractor, the provisions of this Chapter shall apply.

9.3 Standard Main Extensions.

a. Applicability.

A standard main extension shall apply if the property to be served does not meet the requirements of a residential main extension, or if a residential main extension does not meet the needs of the applicant, and if the District chooses not to oversize the main.

b. Responsibility for Cost.

The cost of a standard main extension, including service laterals, fire hydrants, and all other appurtenances, shall be borne by the person seeking the extension.

#### 9.4 Oversized Main Extensions.

##### a. Refunding for Oversizing.

The District shall refund, without interest, to the developer the cost of oversizing the main extension, as stated below or as specified in the agreement, within 45 calendar days following acceptance by the District and delivery of an unencumbered bill of sale.

In the event water mains are oversized to a diameter greater than 24 inches in diameter, the District will refund the cost for that portion of the oversized main extension greater than 24 inches, separate from the oversized portion less than or equal to 24 inches. The cost of oversizing that portion of the water main in excess of 24 inches will be refunded by the District, as specified in the agreement within 45 calendar days following acceptance by the District and delivery of an unencumbered bill of sale.

An oversized main extension is required to be bid as a public works project in accordance with Nevada Revised Statutes as amended whenever the pipe size is greater than 24 inches.

##### b. Cost Allowances.

Refunding by the District for the oversizing of a main extension shall be based on the difference in cost allowance between the oversized main installed and the main required by the developer, multiplied by the horizontal lineal feet of main actually installed. Cost allowances per lineal foot will be based on the engineer's estimate of construction costs and reimbursed based on the lowest responsive and responsible bid amounts for the contract.

At the developer's option, the reimbursement amount may be based on actual construction costs if an open competitive bid process in accordance with NRS Chapter 338 is completed for the oversized main.

##### c. Alternate Method of Payment.

The Board may, in lieu of a lump sum payment of the District's portion of the cost, arrange with the developer for an alternate method of payment.

#### 9.5 Bolstering.

Bolstering may be required by the District as a condition of the development approval process.

The District shall refund to the developer, without interest, the cost of bolstering the main extension as specified in the agreement within 45 calendar days following acceptance by the District and delivery of an unencumbered bill of sale.

#### 9.6 Assessment District Improvements.

Property owners may petition the District for formulation of an assessment district for the purpose of providing a water supply system or for improving an existing system which is inadequate. NRS Chapter 271 governs the process for petition and formulation of an assessment district.

## 9.7 Residential Main Extensions.

### a. Applicability.

A residential main extension is a main extension sized in accordance with the Service Rules which is installed by the District to provide service to a single family residentially zoned lot. This extension shall apply only as part of a voluntary or mandatory well conversion, or to individual, developed parcels located within a well service area that apply to convert to District service without participating in the SNWA Well Conversion Program.

### b. Application.

The applicant shall meet the following requirements, submit the following information, and pay the applicable fees, charges, or deposits.

1. Have a water commitment in accordance with Chapter 2.
2. Provide a legal description of the parcel to be served.
3. Provide a dedicated right-of-way or easement in which the main is to be located.
4. Execute a residential main extension agreement.
5. Provide other information as required by the District.

The District shall commence construction of the main extension following payment of fees and obtaining necessary approvals and permits for the project.

The District reserves the right to deny a residential main extension application, including if there is an existing assessment district or another previously approved form of providing water.

There are no frontage connection charge refunds due the applicant of a residential main extension for any connection to the main.

### c. Length Limitations.

The length of main to be installed will be the distance necessary to extend from an existing active main with sufficient capacity and pressure to a point which will provide a minimum of twenty feet of main fronting the parcel receiving service. The maximum length of a residential main extension shall be 1,250 feet.

### d. Fire Hydrants.

Fire hydrants will be installed as a part of residential main extensions when required by the governmental agencies having jurisdiction. Any costs for providing fire protection are the responsibility of the applicant.

## CHAPTER 10 – INSTALLATIONS OF NON-POTABLE WATER FACILITIES

### 10.1 Conditions.

All non-potable water delivered by the District shall be used for irrigation or non-residential use on the user premises in compliance with the Service Rules and all applicable rules and regulations of federal, state, county, city, other local regulatory agencies, and the NDEP-approved Effluent Management Plan (EMP). The District shall be responsible for conveying and controlling the non-potable water in compliance with applicable regulatory agency requirements, up to and including the point of delivery.

Plans for the installation of non-potable services shall be submitted as required under the Service Rules. Installation of non-potable water facilities will not be approved or accepted for operation or maintenance by the District prior to the establishment of customer demand on the facility. The design, construction, operation, or maintenance of all on-site potable golf course systems, or other non-potable irrigation and non-residential area systems, shall be the responsibility of the non-potable water user.

### 10.2 Responsibilities.

The District will:

- a. Provide and operate the Recycled Water Distribution System (RWDS), as necessary, to deliver non-potable water to the user's point of delivery in compliance with applicable regulatory agency requirements.
- b. Maintain ownership and control and assume maintenance and repair responsibility of the RWDS, including, as appropriate, meter, control valve, and vault, to the point of delivery, as well as the reservoir level sensing device and its appurtenant communication features.
- c. Allow non-potable large turf and landscape irrigation or non-residential services to be designed and constructed in accordance with District standards, which will be subject to applicable rates, fees, or charges.
- d. Review user plans for a transition from a potable water supply to a non-potable water supply, with ongoing fees being the responsibility of the user.

The non-potable water user will:

- a. Install, operate, maintain, and repair any on-site non-potable water irrigation system with all appurtenances necessary to meet, convey, control, and distribute through the irrigation or storage system, and use the non-potable water delivered by the District in compliance with the applicable provisions of city, county, state, and federal statutes, ordinances, or regulations and pursuant to the Service Rules.

User installation, operation, maintenance, and repair responsibility will include responsibility for all types of on-site irrigation pipelines, pumps, sprinklers, storage

facilities and their maintenance if located on user's property, and in compliance with the EMP.

- b. Provide a forecast of daily non-potable water demands, as required by the District.
- c. Design and construct any non-potable conversions to potable water irrigation for designated large turf and landscaped areas.
- d. Conduct an annual inspection of activated on-site potable and non-potable irrigation systems. These inspections shall be performed by a certified cross-connection control specialist. The non-potable water user will ensure that no cross-connections of potable and non-potable systems occur during the life of the irrigation systems.
- e. Provide the District with Groundwater Discharge Permit holder contact information and notify the District of any change to the contact.
- f. Stay in compliance with all NDEP regulations as outlined in the Groundwater Discharge Permit. The District will not deliver non-potable water while the user is out of compliance.
- g. Provide the District with a copy of the current EMP and Groundwater Discharge Permit.
- h. Trim bushes, prune trees, and maintain landscaping on the user property to ensure that line-of-sight communication is available to the District.

### 10.3 Irrigation System Charges.

This subsection describes the means of assessing or refunding fees and charges for partial conversions of non-potable irrigation systems to potable irrigation systems for large turf and landscape irrigators.

The following charges apply to potable irrigation systems that are installed or retained with non-potable irrigation systems.

- a. A partial conversion to, or new installation of potable services will require the payment of all District and regional fees and charges.
- b. Fees, charges, credits, and refunds for new connections to existing recycled water distribution systems, or for the development of new recycled systems, will require individual project review. The purpose of the reviews will be to assess the variables of distribution, system supply, and development costs, as well as to perform audits on conversion acreage, and assess appropriate fees and charges.

## CHAPTER 11 – CONSERVATION

### 11.1 Introduction.

Water efficiency is a critical component of the District’s comprehensive strategy for meeting current and future water needs of its customers. Water use regulations effectively reduce waste and fulfill regulatory requirements of the State of Nevada and the United States Bureau of Reclamation.

As a member agency of the Southern Nevada Water Authority, the District collaborates with other regional water agencies to develop and support comprehensive water efficiency policies in support of the regional Water Resource Plan.

### 11.2 Water Waste Enforcement.

As a condition of service, customers of the District must use water delivered through the District’s system in a manner that promotes efficiency and avoids waste.

In the event of a conflict between the Service Rules and other applicable ordinances or regulations, the more stringent provision will prevail.

### 11.3 Water Waste Prohibited.

#### a. Water waste shall include:

1. Allowing water provided by the District to flow or spray off the property.
2. Failure to correct a malfunctioning device or supply line, where the customer or their agent has known of the problem for more than 48 hours.
3. Non-compliance with Service Rule provisions regarding washing of vehicles, equipment, driveways, parking lots, sidewalks, streets, or other surfaces or objects.
4. Discharging swimming pool or spa water drainage off the property where discharge into a public sanitary sewer is available.
5. Using spray irrigation (such as sprinklers) between the hours of 11:00 a.m. and 7:00 p.m. from May 1<sup>st</sup> through August 31<sup>st</sup> each year.
6. Non-compliance with Service Rule provisions ~~relating to relating to Ornamental Water Features, Manmade Lakes and~~ misters.
7. Non-compliance with Service Rule provisions relating to watering group assignments.

#### b. Violations.

Upon the first violation, the customer will be notified and allowed a prescribed time period to take corrective action. Subsequent violations will result in a fee assessment. In addition, the District may exercise authority granted by any appropriate jurisdictions, including the issuance of misdemeanor citations.

The District has adopted water waste policies and procedures to support the Service Rules. These policies and procedures:

1. Specifically define water waste and exemptions;
2. Require observation and documentation of water waste or water meter data;

3. Require notification to the customer explaining the District's policy prior to fee assessment;
4. May allow a customer to receive additional time to pursue corrective action;
5. Provide a mechanism by which a customer may appeal a water waste violation and/or fee assessment to an independent hearing officer pursuant to section 12.8.

c. Administrative Fees.

Customers issued a notice of violation shall be assessed a fee according to the listed schedule. Violation levels shall be based upon violation history for the preceding 18 months. Administrative fees are assessed in accordance with Appendix I A.21.

#### 11.4 Exemptions

The following exemptions shall apply.

Activity Type	Exempt from Time of Day?	Exempt from Assigned Day?	Exempt from Spray or Flow off property?
Watering with hand-held hose	Yes	Yes	No
Using Non-Spray Irrigation (such as low-volume, drip irrigation)	Yes	Yes, but not to exceed maximum number of days per week	No
Watering newly established landscape, including overseeding (1)	Yes, for up to 14 days	Yes, for up to 14 days	No
Irrigation of Commercial Nursery Stock	Yes	Yes	No
Supervised testing of irrigation systems	Yes	Yes	Yes
Water budgeted facilities	Yes	Yes	No
Activities necessary for public health, safety, or welfare	Yes	Yes	Yes
Residential Car Washing with bucket and shut-off nozzle	Yes	Yes	Yes, for not more than 5 minutes

<sup>1</sup>A customer must contact the District prior to change in irrigation schedule. Must be in compliance with all applicable codes and conservation restrictions. Exemption limited to one 14-day period per calendar year.

#### 11.5 Conservation Restrictions.



a. Irrigation Restrictions for Properties not Subject to Water Budgets.

Watering days or schedules will be assigned and communicated to each customer by the District.

1. From May 1st through August 31st of each calendar year, it is water waste to spray irrigate outdoor vegetation between the hours of 11:00 a.m. and 7:00 p.m.
2. It is water waste to irrigate outdoor vegetation on days outside of the assigned schedule for the property. Outdoor irrigation is prohibited on Sundays during all seasons.

<b>Season</b>	<b>Watering Schedule</b>
Winter November – February	One Assigned Day Per Week
Spring March – April	3 Assigned Days per Week
Summer May - August	Any Day except Sunday
Fall September - October	3 Assigned Days per Week

3. Community Use Recreational Turf Area (CURTA).

Specific exemptions to the seasonal watering schedule may be approved for public-use facilities that, in the District's sole discretion, meet all of the following conditions:

- a. The facility is a turf-dominated, multi-purpose recreational area of two acres or larger;
- b. The facility includes programmable areas for recreational events; and
- c. The facility cannot consistently comply with all watering restrictions and sustain public use due to extraordinary public demand, design challenges, public health and safety, or other issues.

If these conditions are met, the following accommodations may be approved for a CURTA facility:

- a. Alternative watering days;
- b. One additional watering day per week during the fall, winter or spring seasons;  
or
- c. Watering windows that commence on one day and end on the following day.

Customers may request a CURTA exemption by submitting a written request to [water.waste@lvvwd.com](mailto:water.waste@lvvwd.com). Customers must indicate which of the above accommodations are being requested and provide sufficient information to enable the District to determine the necessity of each of the requested accommodations.

If a requested accommodation is approved by the District, the CURTA facility must prominently display a sign stating that an alternative watering schedule is in use. The sign must be approved by the District and shall use wording provided to the applicant by the District at the time of approval. The District reserves the right to revoke or modify CURTA exemptions with 14 calendar days' notice to the Customer.

Irrigation at a CURTA facility outside the District-approved alternative schedule is water waste and shall be enforced as such, along with any other water waste violations occurring on the property (see Rule 11.3).

b. Water Budgeted Golf Courses.

When service to a golf course is permitted under Rule 3.10, any golf course using District-supplied water shall be on a water budget and shall be exempt from time of day and assigned watering day provisions. A golf course on a water budget shall be allocated 6.3 acre feet of SNWA member agency water (including potable, raw, reuse, and non-potable) for each irrigated acre, per calendar year. The irrigated acreage will include lakes and ponds existing within a golf course.

The District, in consultation with the customer, shall determine the irrigated acreage of the golf course. In the event a golf course customer contests the calculated irrigated acreage as determined by the District, the golf course may provide calculations supported by other methods acceptable to the District. The District shall make the final determination of irrigated acreage. Once measured, the irrigated acreage shall remain fixed. If a golf course expands its course by increasing the number of playing holes, a new irrigated acreage will be determined.

Water used within the budgeted amount shall be billed according to the rate schedule. Water used in excess of the budget will be assessed a surcharge based upon the schedule below.

<b>Percentage of budget</b>	<b>101 to 120 percent</b>	<b>121 to 140 percent</b>	<b>Over 140 percent</b>
Surcharge to apply to water use in excess of budget.	2.0 times the highest non-potable rate.	5.0 times the highest non-potable rate.	9.0 times the highest non-potable rate.

c. Mist System Restrictions.

Residential mist systems used for human comfort are not restricted. However, commercial use is allowed only under the following conditions:

1. From May 1<sup>st</sup> through August 31<sup>st</sup> and,
2. Between noon and midnight

d. Other Outdoor Water Use Restrictions.

1. Surface, Building, and Equipment Washing (excluding motor vehicles).

Surface, building, and equipment washing is prohibited, unless the water is discharged to a sanitary sewer through approved methods, or contained on site.

2. Personal Vehicle Washing

Washing of personal vehicles upon residential properties is limited to once per week, per vehicle and requires a positive shut-off nozzle on the garden hose.

3. Commercial Vehicle Washing.

Commercial vehicles may only be washed at a commercial facility where water is discharged to the sanitary sewer through approved methods or, with the use of a high-pressure, low volume sprayer using less than ten gallons per vehicle. There is no limitation on frequency.

11.6 Water Budgets.

In addition to, or in lieu of, any provisions of this Chapter, the District reserves the right to assign specific water budgets to customers, and the right to prescribe rates or surcharges for varying levels of use related to the budget. The District shall provide written notification to each individual water budgeted customer of the amount of water provided for the budget and associated provisions. Where a water budgeted customer is served by more than one SNWA member agency, the District may collaborate with any of those member agencies for purposes of administering the water budget. The District may assign water budgets for any specified period of time and may prorate the amount of water at its discretion. If conditions at a property change so that an alteration in the water budget may be merited, the District may reconsider the budget. Water budgeted customers are exempt from time and day, assigned day, and watering frequency restrictions described elsewhere in this Chapter.

## CHAPTER 12 – MISCELLANEOUS

### 12.1 Water Use Limitations.

In the event of water shortages, emergency conditions, or inability of the delivery system to provide adequate volumes of water, the General Manager shall have the authority to limit water usage. Any actions taken by the General Manager pursuant to this Chapter shall be reviewed by the Board of Directors. The District may enforce any action taken under these sections, including by disconnection of a customer's water service.

### 12.2 Expansion of Facilities - District Financing.

As the need arises, as determined solely by the District and its Board, the District will construct major facilities required to provide an adequate water supply, including transmission mains, reservoirs, or pumping stations, in general conformity with its capital improvements plan from proceeds of General Obligation Bond sales. At the discretion of the Board of Directors, and as funds are available, the District may construct main extensions and other improvements which are required to improve or reinforce the distribution system.

### 12.3 Special Conditions.

In the event that conditions arise which are not specifically covered by the Service Rules, the Board may take whatever action, including establishing rates and charges, which, in its discretion, is warranted.

### 12.4 Effective Date.

The Service Rules shall become effective on the date specified by the Board in its motion for adoption.

### 12.5 Continuity.

Adoption of the Service Rules shall not be construed as a waiver of any right or obligation under any prior agreement, contract, or commitment.

### 12.6 Water Service Denial Appeals.

#### a. Water Service Denial Appeal Process.

A person who is aggrieved by a denial of any water service request may appeal that decision within ten days from written notice of the denial by the District. Written notice of appeal shall be served upon the General Manager, who shall conduct a review of the grounds alleged for appeal. Upon delivery of the General Manager's decision, the aggrieved party may, within 10 days, appeal that decision to the Board of Directors.

b. Rules of Water Service Denial Appeal.

1. Any notice given in accordance with Chapter 12.6(a) shall commence to run on the day following the mailing of the decision addressed to the applicant or customer at the address used by such person on his application.
2. The burden of proof is on the party appealing the decision.
3. All notices of appeal shall clearly identify the matter appealed and as concisely as possible, state the argument for reversal of the decision appealed from.
4. Review by the General Manager shall be conducted and completed within 30 days of the receipt of the written notice of appeal.
5. Not later than 30 days from the date of notice of appeal from the action of the General Manager, the Board of Directors shall set the date for the public hearing at a regular meeting of the Board.
6. The Board of Directors may reverse the final decision of the General Manager if it is:
  - a. In violation of constitutional or statutory rights, or the Service Rules;
  - b. Clearly erroneous in view of the reliable probative and substantial evidence of the hearing; or
  - c. Arbitrary or capricious or characterized by abuse of direction.

c. Hearing Procedure.

The following procedures shall apply to Administrative Appeals heard before the Board of Directors:

1. The proceedings shall be reported either stenographically or by a phonographic reporter.
2. Oral evidence shall be taken only upon oath or affirmation.
3. Every party to a hearing shall have the right:
  - a. To call and examine witnesses.
  - b. To introduce exhibits relevant to the issues of the case.
  - c. To cross-examine opposing witnesses on any matter relevant to the case, even though the matter was not covered in a direct examination.
  - d. To offer rebuttal evidence.

4. The hearing is not conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted and may be sufficient in itself to support a finding if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of common law or statutory rule which might make improper the admission of such evidence over objection in an action in a court of law.
5. The Board may take official notice of any generally accepted information or technical or scientific matter, any other fact which may be judicially noticed by the courts of this state or the content of any District record or official report. Parties shall be informed of any information, matters or facts so noticed, and shall be given a reasonable opportunity to refute such information, matters or facts.

#### 12.7 Business Impact Statement Appeals.

A petition authorized by NRS Chapter 237 shall be filed with the General Manager or designee. The petition must meet the requirements as set forth in NRS Chapter 237 and will be reviewed by the General Manager within 60 days of receipt. The petition will be scheduled for Board review at the first meeting following the review process.

#### 12.8 Water Waste and Water Theft Appeals.

Water Waste and Water Theft violations and fees may be appealed to an independent hearing officer by emailing or mailing the request within 30 days of the date of the corresponding Water Waste fee notice or Water Theft violation notice to:

water.waste@lvvwd.com

Las Vegas Valley Water District  
Water Waste, Mail Stop 110  
PO Box 99956  
Las Vegas, NV 89193

The following must be included in the appeal request:

- Appellant's name and property address;
- The date of the Water Waste fee notice or the Water Theft violation notice and the amount of the fee assessed;
- A statement and/or explanation for the appeal, including whether the appellant is appealing the violation, the fee or both;
- An indication of whether the appellant and/or the appellant's attorney or another authorized representative will appear at the hearing in person or via phone, and the identity and contact information of any authorized representative; and
- The appellant's handwritten or typed signature.

If a request for a Water Waste or Water Theft appeal is not submitted in accordance with the above requirements before the 30-day deadline, or if a request is properly submitted but the appellant or its authorized representative does not appear at the scheduled hearing or submit evidence to the hearing officer in advance, the appellant will be deemed to have waived the right to appeal. Any decision issued by the independent hearing officer is final and binding

on both the appellant and the District.

## APPENDIX I – RATES, FEES AND CHARGES

### A.1 Backflow Daily Service Charge (See Chapter 7.1)

Assembly Size	Backflow Daily Service Charge <sup>1</sup>
¾"	\$0.0745
1"	\$0.1243
1½"	\$0.2486
2"	\$0.3979
3"	\$0.7956
4"	\$1.2430
6"	\$2.4863
8"	\$3.9780
10" and larger	\$5.7183

<sup>1</sup> For a Combined Service, the Backflow Daily Service Charge is based on the meter size for the Fire Service.

### A.2 Combined Service (See Chapter 7.2)

LVVWD Combined Service – Residential			
Combined Service	LVVWD Daily Fire Service Charge <sup>1</sup>	LVVWD Daily Service Charge <sup>1 &amp; 2</sup>	LVVWD Total
6" x 1½"	\$2.5215	\$0.8909	\$3.4124
4" x 2"	\$1.3669	\$1.2574	\$2.6243
6" x 2"	\$2.5215	\$1.2574	\$3.7789
8" x 2"	\$3.9070	\$1.2574	\$5.1644
10" x 2"	\$5.5236	\$1.2574	\$6.7810
6" x 3"	\$2.5215	\$2.2344	\$4.7559
8" x 4"	\$3.9070	\$3.3334	\$7.2404
10" x 6"	\$5.5236	\$6.3863	\$11.9099

LVVWD Combined Service – Non-Residential			
Combined Service	LVVWD Daily Fire Service Charge <sup>1</sup>	LVVWD Daily Service Charge <sup>1 &amp; 2</sup>	LVVWD Total
6" x 1½"	\$2.5215	\$0.8909	\$3.4124
4" x 2"	\$1.3669	\$1.2574	\$2.6243
6" x 2"	\$2.5215	\$1.2574	\$3.7789
8" x 2"	\$3.9070	\$1.2574	\$5.1644
10" x 2"	\$5.5236	\$1.2574	\$6.7810
6" x 3"	\$2.5215	\$2.2344	\$4.7559
8" x 4"	\$3.9070	\$3.3334	\$7.2404
10" x 6"	\$5.5236	\$6.3863	\$11.9099

<sup>1</sup>The LVVWD Residential and Non-Residential Daily Fire Service Charge is based on the fire line (large) service size. The LVVWD Residential and Non-Residential Daily Service charge is based on the domestic (small) service size.



<sup>2</sup>The LVVWD Daily Service Charge is adjusted annually on January 1. The rate is set in accordance with the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board.

<b>SNWA Combined Service – Residential SNWA Daily Residential Infrastructure Charge<sup>3</sup></b>	
<b>Combined Service</b>	<b>2022</b>
6" x 1½"	\$2.5083
4" x 2"	\$4.0136
6" x 2"	\$4.0136
8" x 2"	\$4.0136
10" x 2"	\$4.0136
6" x 3"	\$8.0263
8" x 4"	\$12.5411
10" x 6"	\$25.0818

<b>SNWA Combined Service – Non-Residential Effective March 2022</b>			
<b>Combined Service</b>	<b>SNWA Non-Residential Daily Fire Infrastructure Charge<sup>3</sup></b>	<b>SNWA Daily Non-Residential Infrastructure Charge<sup>3</sup></b>	<b>Total</b>
6" x 1½"	\$4.2093	\$3.7458	\$7.9551
4" x 2"	\$2.1046	\$5.9931	\$8.0977
6" x 2"	\$4.2093	\$5.9931	\$10.2024
8" x 2"	\$6.7346	\$5.9931	\$12.7277
10" x 2"	\$9.6810	\$5.9931	\$15.6741
6" x 3"	\$4.2093	\$11.9863	\$16.1956
8" x 4"	\$6.7346	\$18.7289	\$25.4635
10" x 6"	\$9.6810	\$37.4575	\$47.1385

<sup>3</sup>The SNWA Residential and Non-Residential Daily Fire Infrastructure Charge is based on the fire line (large) service size. The SNWA Residential and Non-Residential Daily Infrastructure Charge is based on the domestic (small) service size.

## A.3 Connection Charges and Fees

## a. Application Fees (See Chapter 7.3.a.)

Application Fees		
Meter Size	Application Fee per Meter Size	
5/8"	\$140	
3/4"	\$210	
1"	\$350	
1½"	\$700	
2"	\$1,120	
3"	\$2,100	
4"	\$3,500	
6"	\$7,000	
8"	\$11,200	
10"	\$16,100	
12"	\$23,800	
Fireline(s) without domestic meter installation		\$750
Water plan with public fire hydrant(s), which include a temporary fire hydrant or temporary riser, without domestic meter installation		\$500
Staff review of each revision to applications and plans that constitute a change to documents, fees, or services.		\$75

b. Facilities Connection Charge<sup>1</sup> (See Chapter 7.3.b.)

Facilities Connection Charge		
	Effective Date	
Meter Size	1/1/2021	3/1/2022
5/8"	\$ 1,956	\$ 2,120
3/4"	\$ 2,933	\$ 3,179
1"	\$ 4,889	\$ 5,300
1.5"	\$ 9,779	\$ 10,600
2"	\$ 15,646	\$ 16,960
3"	\$ 31,293	\$ 33,922
4"	\$ 48,894	\$ 53,001
6"	\$ 97,788	\$ 106,002
8"	\$ 156,461	\$ 169,604
10"	\$ 224,914	\$ 243,807
12"	\$ 332,481	\$ 360,409

<sup>1</sup>The Facilities Connection Charge was adjusted on March 1. The rate is set in accordance with the annual increase as of September of the previous year, per the Engineering News Record, Construction Cost Index, 20 City Average.

## c. Frontage Connection Charge (See Chapter 7.3.c.)

<b>Frontage Connection Charge</b>	
Per front foot of the applicant's parcel of property adjacent to the right-of-way or easement	\$17
Minimum charge applies to any parcel having less than 70 feet of chargeable frontage.	\$1,190

## d. Inspection Fee (See Chapter 7.3.d.)

<b>Inspection Fee</b>	
Domestic Services 2" or less	\$185
Domestic Services greater than 2" and Combined Services	\$1,000
Firelines	\$550
Public Fire Hydrants, temporary riser (per project) (without domestic service)	\$350
Backflow Prevention Assembly (Retrofit Only)	No Charge
Afterhours	Overtime cost
Accumulated site inspections cancelled projects minimum	\$185

## e. Oversizing Charge (See Chapter 7.3.e.)

<b>Oversizing Charge</b>	
<b>Meter Size</b>	<b>Charge Per Meter</b>
5/8"	\$250
3/4"	\$380
1"	\$630
1½"	\$1,250
2"	\$2,000
3"	\$3,750
4"	\$6,250
6"	\$12,500
8"	\$20,000
10"	\$28,750
12"	\$42,500

## f. Service Connection Installation Charges (See Chapter 7.3.f.)

Service Connection Installation Charges				
Standard <sup>1</sup> Meter Size	Service Excluding Meter	Meter <sup>3</sup> Only	Automated Meter Reading Device (AMR) <sup>4</sup>	Backflow Prevention <sup>5</sup>
5/8" x 3/4"	\$1,177	At Cost	\$104	\$840
3/4"	\$1,177		\$104	\$840
1"	\$1,177		\$104	\$840
1½"	\$1,267		\$104	\$1,120
2"	\$2,391		\$104	\$1,180
Over 2"	At Cost			

<sup>1</sup>“Standard” is a positive displacement meter.

<sup>2</sup> Price includes encoder register. A District approved RFS meter is required for all single- family residences with fire sprinkler systems. Price for RFS meter does not include required tailpiece assembly that is not available through the District. Actual costs are determined on the current purchasing agreement and available through the District’s Planning and Engineering Services Division.

<sup>3</sup> Required of all new or replacement services.

<sup>4</sup> Devices required under NAC 445A.67185-67255 will be installed at the added rate shown above, or on an actual cost basis as determined by a contract approved by the District’s Board of Directors.

## A.4 Construction Water and Other Approved Uses (See Chapter 7.4.)

Construction Water and Other Approved Uses	
Fire hydrant permit fee	\$90
Refundable damage deposit for each hydrant valve and meter (can be applied to closing bill)	\$200
Refundable damage deposit for each backflow prevention assembly	\$500
LVVWD service charge fire hydrant meter	\$2 per day
LVVWD fire hydrant meter same day set fee	\$70
SNWA Non-Residential Daily Fire Infrastructure Charge	\$1.3470 per day, based on a 3" meter
SNWA Commodity Charge	See A.15
SNWA Reliability Surcharge	2.5% of the total water bill
Consumption rate	Third tier consumption rate
Mobile meter permit fee	\$300

Mobile meter deposit	Replacement cost
Delinquent processing fee	\$20

#### A.5 Daily Service Charge<sup>1</sup> (See Chapter 7.5.)

Daily Service Charge	
Meter Size (inches)	Charge
5/8"	\$0.4030
3/4"	\$0.4639
1"	\$0.5860
1.5"	\$0.8909
2"	\$1.2574
3"	\$2.2344
4"	\$3.3334
6"	\$6.3863
8"	\$10.0497
10"	\$14.3236
12"	\$21.0398

<sup>1</sup> The Daily Service Charge is adjusted annually on January 1. The rate is set in accordance with the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board.

#### A.6 Damage to, or Tampering with, District Property (See Chapter 7.7.)

Damage to, or Tampering with, District Property	
Damage and Tampering	All Costs Incurred
Locked Service (Simple Lock)	\$20
Locked Service ( Specialty Lock)	\$100
Automated Meter Reading Equipment	\$104
Other Equipment	Actual Cost of Replacement

#### A.7 Delinquencies & Deficiencies (See Chapter 7.8.)

Delinquencies and Deficiencies	
Late Fees	4% of arrears
Delinquent Processing Fee (After Service Shut-Off)	\$20.00
Unapproved reactivation or Tampering fee	\$20.00
Deficiency Fee (Per Service, Per Day)	\$2.00
Payments not honored by financial institutions	\$15

## A.8 Deposits (See Chapter 7.6.)

Deposits	
Assure Payment of bills – Security Deposit	Not less than two and one half (2.5) times the highest monthly bill as assessed during a twelve-month period
Deposit to Reestablish service after lockout method other than locked service	\$1,800

## A.9 Meters (See Chapter 7.10.)

Meter Credit (meter unused/undamaged)	100%
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Meter Size	Installation Charge
1" or smaller	\$165
1½"	\$275
2"	\$600
Meter Size Change	Meter Cost + \$45
AMR Replacement Fee	\$104
Meter Testing Fee	\$75

## A.10 Non-Potable Water Irrigation Rate (See Chapter 7.11.)

Rate per 1,000 gallons	\$2.33
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## A.11 Private Fire Protection Service (See Chapter 7.14.)

Private Fire Protection Service		
Fireline Size	LVVWD Daily Fire Service Charge	SNWA Non-Residential Daily Fire Infrastructure Charge
5/8 & 3/4	\$0.5816	\$0.1113
1"	\$0.5816	\$0.2106
1½"	\$0.5816	\$0.4210
2"	\$0.5816	\$0.6736
3"	\$0.9511	\$1.3470
4"	\$1.3669	\$2.1046
6"	\$2.5215	\$4.2093
8"	\$3.9070	\$6.7346
10"	\$5.5236	\$9.6810
12"	\$8.0637	\$9.6810

Fireline unauthorized use consumption charge

Third tier consumption rate for all private fire protection consumption.

<b><u>Fireline Size</u></b>	<b><u>Multiple</u></b>
<2"	1
3"	12
4"	21
6"	47
8"	80
10"	127
12" and larger	167

Any services greater than 12" equivalency shall be billed based on the applicable 5/8" equivalency.

A.12 Reestablish Service Fee (See Chapter 7.17.)

Per incident for services that have been locked for Tampering, illegal use or prevention of further damage to District facilities	\$100
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A.13 Residential Main Extension Fee (See Chapter 7.18. and 9.7.)

<b>Residential Main Extension Fee</b>	
Fire department required fire hydrant	\$4,000 all inclusive

A.14 Service Guarantee Program (See Chapter 7.19.)

<b>Service Guarantee Program</b>	
Credit per incident	\$10

A.15 SNWA Commodity Charge (See Chapter 7.20.)

<b>SNWA Commodity Charge<sup>1,2</sup></b>	
	<b>Rate Effective March 1, 2022</b>
Commodity Charge (per 1,000 gallons)	\$0.52

<sup>1</sup> All customers shall be charged the above rates for all billed consumption except in Jean, Nevada.

<sup>2</sup> Beginning in 2023, the SNWA Commodity Charge will adjust annually on January 1 by 2.3 percent plus the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. In 2028, the rate will adjust annually on January 1 in accordance with the annual increase as of September of the previous year, per the CPI-U. The annual adjustment shall not exceed 7.0 percent or fall below 1.5 percent without additional action by the Board of Directors.

## A.16 SNWA Daily Infrastructure Charge (See Chapter 7.21.)

Beginning in 2023, the SNWA Daily Infrastructure Charge will adjust annually on January 1 by 1.6 percent plus the annual increase as of September of the previous year, per the Engineering News Record, Construction Cost Index, 20 City Average. In 2028, the rate will adjust annually on January 1 in accordance with the annual increase as of September of the previous year, per the ENR-CCI. The annual adjustment shall not exceed 7.0 percent or fall below 1.5 percent without additional action by the Board of Directors.

<b>SNWA Daily Infrastructure Charge Residential</b>	
<b>Meter Size (inches)</b>	<b>Rate Effective Mar. 1, 2022</b>
5/8"	\$0.4737
3/4"	\$0.4737
1"	\$1.2543
1½"	\$2.5083
2"	\$4.0136
3"	\$8.0263
4"	\$12.5411
6"	\$25.0818
8"	\$40.1305
10"	\$44.8066
12"	\$44.8066

<b>SNWA Daily Infrastructure Charge Non-Residential</b>	
<b>Meter Size (inches)</b>	<b>Rate Effective Mar. 1, 2022</b>
5/8"	\$0.9888
3/4"	\$0.9888
1"	\$1.8730
1½"	\$3.7458
2"	\$5.9931
3"	\$11.9863
4"	\$18.7289
6"	\$37.4575
8"	\$59.9316
10"	\$86.1516
12"	\$86.1516



## A.17 SNWA Regional Connection Charge (See Chapter 7.22.)

Beginning in 2023, the SNWA Regional Connection Charge will adjust annually on March 1 by 6.5 percent plus the annual increase as of September of the previous year, per the Engineering News Record, Construction Cost Index, 20 City Average. In 2028, the rate will adjust annually on March 1 in accordance with the annual increase of September of the previous year, per the ENR-CCI.

<b>SNWA REGIONAL CONNECTION CHARGE:</b> <b>Residential (8 units or fewer per acre)<sup>1</sup></b> <i>Plans approved for construction and fees paid</i>		
Meter Size	Effective Date	
	1/1/2021	3/1/2022
5/8"	\$4,870	\$5,596
3/4"	\$4,870	\$5,596
1"	\$9,610	\$11,042
1½"	\$19,170	\$22,026
2"	\$30,680	\$35,251

<sup>1</sup>"Units per Acre" means "Gross Acres," which represents an acre of land, including all interior streets, publicly dedicated land, and adjacent streets or rights-of-way to the street centerline, not to exceed a distance of 50 feet.

<b>SNWA REGIONAL CONNECTION CHARGE:</b> <b>Non-Residential (Hotels, Motels, Golf Courses and Laundries Excluded)</b> <i>(Plans approved for construction and fees paid)</i>		
Meter Size	Effective Date	
	1/1/2021	3/1/2022
5/8"	\$4,870	\$5,596
3/4"	\$4,870	\$5,596
1"	\$9,610	\$11,042
1½"	\$19,170	\$22,026
2"	\$64,260	\$73,835
3"	\$237,900	\$273,347
4"	\$353,100	\$405,712
6"	See schedule "RATES BASED ON FACTORS OTHER THAN METER SIZE" Fee based on annual usage	
8"		
10"		

<b>SNWA REGIONAL CONNECTION CHARGE:</b> <b>Industrial Laundries</b> <i>(Plans approved for construction and fees paid)</i>		
Meter Size	Effective Date	
	<b>1/1/2021</b>	<b>3/1/2022</b>
5/8"	\$76,800	\$88,243
3/4"	\$76,800	\$88,243
1"	\$151,460	\$174,028
1½"	\$302,950	\$348,090
2"	\$484,700	\$556,920
3"	\$969,400	\$1,113,841
4"	\$1,514,690	\$1,740,379
6"	\$3,029,360	\$3,480,735
8"	\$4,846,980	\$5,569,180
10"	\$6,967,540	\$8,005,703

<b>SNWA REGIONAL CONNECTION CHARGE:</b> <b>Rates Based on Factors Other Than Meter Size</b>			
Customer Class	Connection Charge Based on	Charge Per Unit Plans Approved for Construction and Fees Paid	
		Effective Date	
		1/1/2021	3/1/2022
Residential – Individually Metered more than 8 Units per acre <sup>1</sup> & Mobile Homes	Dwelling Unit	\$3,400	\$3,907
Residential – Master Metered more than 8 Units per acre <sup>1</sup> & Mobile Homes <sup>2</sup>	Dwelling Unit	\$3,400	\$3,907
Non Residential, 6" and Larger – Excluding Hotels, Motels, Golf Courses, and Laundries <sup>3</sup>	Annual Usage (1000 Gal.)	\$29.20	\$33.55
Hotels & Motels	Hotel Room	\$2,780	\$3,194
Golf Course (Irrigated Acres) <sup>4</sup>	Acre	\$45,640	\$52,440
RV Parks	Space	\$1,380	\$1,586

<sup>1</sup>"Units per Acre" means "Gross Acres," which represents an acre of land, including all interior streets, publicly dedicated land, and adjacent streets or rights--of-way to the street centerline, not to exceed a distance of 50 feet.

<sup>2</sup>Master metered mobile homes are not authorized in Clark County in accordance with NRS 461A.230.

<sup>3</sup>SNWA Regional Connection Charge based on audit and confirmation of annual water usage of the facility within the first three years of operation. Based on that audit, the connection charge may be adjusted accordingly.

<sup>4</sup>The SNWA Regional Connection Charge will be based on the potable irrigated acres of the golf course, which will include all playing areas, such as fairways, roughs, lakes, ponds, golf cart paths, sand traps, etc. The potable irrigated acres for this calculation will not include non-playing areas, although minimal potable irrigation may be required. The applicant will provide a development plan with each type of area defined with its acreage identified for District review and approval.

#### A.18 SNWA Reliability Surcharge (See Chapter 7.23.)

SNWA Reliability Surcharge	
Residential <sup>1</sup>	.25%
Non-Residential <sup>2</sup>	2.5%

<sup>1</sup>A reliability surcharge will be charged on all residential customers at .25 percent of total water bill for service charges and consumption rate, excluding SNWA infrastructure charges. Residential includes all multi-residential, as well as single family residential.

<sup>2</sup>All other customers will be charged at 2.5 percent of the total water bill, including service charges, backflow, and consumption rate, and excluding an SNWA infrastructure charge.

#### A.19 Tier Consumption Thresholds and Metered Rates (See Chapter 7.24.)

##### Las Vegas Valley Thresholds and Metered Rates for Domestic Service<sup>1</sup>

Rate Thresholds and Metered Rates- Average Daily Usage (Gallons)			
Meter Size (inches)	Tier	Non Single-Family Residential	Single-Family Residential
5/8"	1	First 167	First 167
	2	Next 167	Next 167
	3	Next 333	Next 333
	4	Over 667	Over 667
3/4"	1	First 250	First 222
	2	Next 250	Next 222
	3	Next 500	Next 444
	4	Over 1,000	Over 889
1"	1	First 417	First 334
	2	Next 417	Next 334
	3	Next 1,666	Next 1,222
	4	Over 2,500	Over 1,889
1½"	1	First 833	First 611
	2	Next 833	Next 611
	3	Next 6,667	Next 4,556
	4	Over 8,333	Over 5,778
2"	1	First 1,333	First 944
	2	Next 1,333	Next 944
	3	Next 16,000	Next 10,778

	4	Over 18,666	Over 12,666
3"	1	First 2,667	
	2	Next 2,667	
	3	Next 42,666	
	4	Over 48,000	
4"	1	First 4,167	
	2	Next 4,167	
	3	Next 125,000	
	4	Over 133,334	
6"	1	First 8,333	
	2	Next 8,333	
	3	Next 400,000	
	4	Over 416,666	
8"	1	First 13,333	
	2	Next 13,333	
	3	Next 773,337	
	4	Over 800,000	
10"	1	First 19,167	
	2	Next 19,167	
	3	Next 1,303,333	
	4	Over 1,341,667	
12"	1	First 28,333	
	2	Next 28,333	
	3	Next 1,926,667	
	4	Over 1,983,333	

Tier	Consumption Rate Per 1,000 gallons <sup>1</sup>
Tier 1	\$1.40
Tier 2	\$2.50
Tier 3	\$3.71
Tier 4	\$5.51

<sup>1</sup> The Tier Rates are adjusted annually on January 1. The rates are set in accordance with the annual increase as of September the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board of Directors.

#### A.20 Turn-On and Shut-Off Fees (See Chapter 7.25.)

Turn-On Fee	\$10
Additional Same Day Fee	\$15
After Hours or Holidays	\$70

## A. 21 Water Waste Fee (See Chapter 7.26.)

Water Waste Fee Schedule					
Meter Size	1 <sup>st</sup> Violation	2 <sup>nd</sup> Violation	3 <sup>rd</sup> Violation	4 <sup>th</sup> Violation	5+ Violation or More
1" and Less	\$80	\$160	\$320	\$640	\$1,280
Over 1" but less than 3"	\$160	\$320	\$640	\$1,280	\$2,560
3" and over	\$320	\$640	\$1,280	\$2,560	\$5,120

## A. 22 Water Theft Charges and Fees (See Chapter 7.27.)

Water Theft Schedule of Charges and Fees	
1st Violation Fee	\$5,000
2nd & Subsequent Violation Fee	\$10,000
Estimated Usage Charge	12 x Applicable Rate
Charge for Damage to District Facilities	Actual Cost Incurred

## A.23 Well Abandonment Incentive (See Chapter 7.28.)

Per Service	\$1,000
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