



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

REGULAR MEETING
9:00 A.M. – JUNE 6, 2023

COMMISSION CHAMBERS
CLARK COUNTY GOVERNMENT CENTER
500 S. GRAND CENTRAL PARKWAY, LAS VEGAS, NEVADA

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: May 30, 2023

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.

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

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

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

REGIONAL JUSTICE CENTER
200 LEWIS AVENUE
LAS VEGAS, NEVADA

All items listed on this agenda are for action by the Board of Directors, unless otherwise indicated. Items may be taken out of order. The Board of Directors may combine two or more agenda items for consideration, and/or may remove an item from the agenda or delay discussions relating to an item on the agenda at any time.

Visit our website at <https://www.lvwd.com/lvwd-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@lvwd.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@lvwd.com. Public comment received through June 5, 2023, will be included in the meeting's minutes.

ITEM NO.

1. *For Possible Action:* Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the special meeting of April 24, 2023, the regular meeting of May 2, 2023, and the special meeting of May 15, 2023.

CONSENT AGENDA Items 2 - 6 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. *For Possible Action:* Approve and authorize the General Manager to sign an agreement, in substantially the same form as attached hereto, to extend the term of the interlocal agreement between the City of Henderson and the District to supply temporary water service to Basic Water Company for redelivery to an area of unincorporated Clark County.
3. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Henderson and the District that authorizes the City of Henderson to provide temporary potable water service to Saguaro Power Company in an area of unincorporated Clark County previously supplied by the Basic Water Company, and authorize the General Manager to sign renewals or amendments that do not fiscally impact the District.

4. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Henderson and the District that authorizes the City of Henderson to provide temporary potable water service to the Nevada Environmental Response Trust in an area of unincorporated Clark County previously supplied by the Basic Water Company, and authorize the General Manager to sign renewals or amendments that do not fiscally impact the District.
5. *For Possible Action:* Approve and authorize the General Manager to sign an amended and restated retail access form of service agreement for network integration transmission service among Nevada Power Company, doing business as NV Energy, the Colorado River Commission of Nevada and the District, and authorize the General Manager or his designee to approve future term extensions and ministerial or administrative changes to this agreement.
6. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between 318 Bryan Capital Management, LLC, and the District for developer participation in the cost of future infrastructure and authorize the District to receive from 318 Bryan Capital Management, LLC, an amount not to exceed \$80,000 for future pressure regulating valve construction.

BUSINESS AGENDA

7. *For Possible Action:* Award a contract for the installation of new fiber optic cable in existing conduit to DataPLUS Communications Limited in the amount of \$2,200,000, authorize a change order contingency amount not to exceed \$200,000, and authorize the General Manager to sign the construction agreement.
8. *For Possible Action:* Approve and authorize the General Manager to sign an amendment to the existing agreement between Kimley-Horn and Associates, Inc., and the District to provide professional design engineering and construction support services for the Las Vegas Boulevard Improvements, Phase III, increasing the existing agreement by \$1,615,630, resulting in a total amount not to exceed \$6,616,212.
9. *For Possible Action:* Approve a cost-of-living wage adjustment of 4 percent for employees represented by the Las Vegas Valley Public Employees Association, the Water Employees Association of Nevada, the Water Supervisors Association of Nevada, Teamsters Local Union No. 14, and for non-represented employees, effective in July 2023, for a total adjustment of approximately \$5,594,745.
10. *For Possible Action:* Conduct a public hearing regarding the issuance of general obligation (limited tax) water bonds (additionally secured by pledged revenues), Series 2023A, in the maximum aggregate principal amount of \$230,000,000 for the purpose of financing water projects for the Las Vegas Valley Water District.

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.

**JOINT MEETING OF THE
LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS
COYOTE SPRINGS WATER RESOURCES DISTRICT BOARD OF TRUSTEES
BIG BEND WATER DISTRICT BOARD OF TRUSTEES
SPECIAL MEETING
APRIL 24, 2023
MINUTES**

CALL TO ORDER 1:11 p.m., Mead Conference Rooms,
Las Vegas Valley Water District
1001 S. Valley View Blvd., Las Vegas, Nevada

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

DIRECTORS ABSENT Tick Segerblom

STAFF PRESENT John Entsminger, Kevin Bethel, Dave Johnson, Greg Walch

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

COMMENTS BY THE GENERAL PUBLIC

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

There were no members of the public wishing to speak.

ITEM NO.

1. Approval of Agenda

FINAL ACTION: A motion was made by Vice President Gibson to approve the agenda for this meeting. The motion was approved.

2. Las Vegas Valley Water District: Receive an overview and discuss the Fiscal Year 2023/2024 Tentative Budget for the Las Vegas Valley Water District, the Coyote Springs Water Resources District, and the Big Bend Water District.

John Entsminger, General Manager, presented the Las Vegas Valley Water District's Fiscal Year 2023-2024 tentative budget. He began by providing highlights from the 2022-2023 Fiscal Year, including the implementation of the excessive use charge, updated Service Rules with conservation-related initiatives, nearly 30,000 water waste investigations conducted, the completion of the Advanced Metering Infrastructure project, and the recognition of one of America's best mid-sized employers. He also provided an update on capital projects and gave an overview of the 2023-2024 budget, highlighting the total sources and uses of funds, as well as an outlook of the District's financial reserves.

Mr. Entsminger then presented the Big Bend Water District's Fiscal Year 2023-2024 tentative budget. He mentioned that existing revenues are insufficient to meet capital and operating funding requirements. President Kirkpatrick asked about state and federal grants for rural areas, to which Mr. Entsminger stated that the Big Bend Water District has received and continues to seek grant funding, but that additional revenue is needed.

Mr. Entsminger then presented the Coyote Springs Water Resources District's Fiscal Year 2023-2024 tentative budget.

A copy of the presentation is attached to these minutes.

COMMENTS BY THE GENERAL PUBLIC

There were no members of the public wishing to speak.

Adjournment

There being no further business to come before the board, the meeting adjourned at 1:26 p.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.**

2023-24

BUDGET WORKSHOPS

LAS VEGAS VALLEY WATER DISTRICT
BIG BEND WATER DISTRICT
COYOTE SPRINGS WATER RESOURCES DISTRICT

1

Public Comment

Please limit your comments to three minutes.

2

Item 1

For Possible Action: Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items.

3

Item 2

Las Vegas Valley Water District

For Information Only: Receive an overview and discuss the Fiscal Year 2023/24 Tentative Budget.

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2023-24

BUDGET WORKSHOP

 LAS VEGAS VALLEY
WATER DISTRICT

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2022-23 Highlights

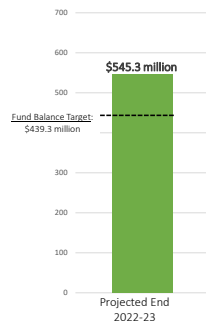
- Updated the LVVWD Services Rules with a number of conservation initiatives:
 - Pool size limits
 - Reduced golf course water budgets
 - Prohibited evaporative cooling
- Implemented the Excessive Use Charge to address the top 10 percent of single-family residential water users
- Completed the AMI project, which provides valuable customer water use data to support conservation-related efforts
- Conducted nearly 30,000 water waste investigations and fined 43 instances of water theft
- Recognized by Forbes Magazine as one of America's best mid-size employers (2022)

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Unrestricted Reserve Balance

Reserve Policy Elements:

- Maintain 180 days of operating and maintenance expenses
- Fund one year of maximum annual debt service
- Fund one year of average annual capital expenditures
- Fund 1% of depreciable assets



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2023-24
BUDGET WORKSHOP

Capital Projects UPDATE

8

Summerlin Reservoir & Pumping Station

- New pumping station and reservoir to meet operational, firefighting and emergency water storage for the western edge of Summerlin
- Developer-funded design and construction
- Will feed future zones and reservoirs
- August 2023: Pumping station completed
- December 2026: Reservoir completed



Pumping Station: FY 23/24 Budget: \$500,000; Total Project: \$16.2 million
Reservoir - FY 23/24 Budget: \$7.7 million; Total Project: \$39.6 million

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Cougar 3090 Zone Inlet/Outlet Pipeline and Reservoir

- More than 10,000 linear ft of 42" pipeline connecting the Cougar 3090 Zone Reservoir to the Hualapai 3090 Zone South Pipeline
- Developer-funded design
- 10 MG reservoir
- Pipeline construction began May 2022 and expected completion is December 2023
- Reservoir construction began May 2022; expected completion in September 2023



Pipeline - FY 23/24 Budget: \$4.3 million; Total Project: \$12 million
Reservoir - FY 23/24 Budget: \$8 million; Total Project: \$34 million

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Rome Reservoir, Pumping Station, PRV and Pipelines

- Project consists of construction of a 10 MG below grade reservoir, 28 MGD pumping station, PRV installation, and pipeline installation (5,000 feet of 48"; 1,950 feet of 42" and 1,400 feet of 30" pipeline)
- Developer-funded design
- Provides additional capacity to support existing and proposed development in northwest region of Las Vegas
- Construction began March 2023, expected completion is January 2025



Reservoir, Pump Station, PRV - FY 23/24 Budget: \$34.7 million; Total Project: \$63.3 million
Facilities Pipelines: FY 23/24 Budget: \$5.3 million Total Project: \$14.8 million

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Centennial Reservoir and Pumping Station

- Designed to maintain adequate hydraulic grade lines and provide required emergency and fire flow storage
- Consists of 5 MG below grade reservoir, 38 MGD Pumping Station, installation of a 54" inlet/outlet pipeline, and 48" discharge pipeline
- Construction began July 2021, expected completion is September 2023



FY 23/24 Budget: \$750,000
Total Project: \$40 million

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Pipeline Replacements: Paradise Road

- Location: Paradise Road between Twain and Karen Ave.
- Includes replacement of existing underground piping which is under extreme risk due to age and material
- Busy area near the Convention Center and Monorail - timing the project has been crucial to not interfere with customers and events
- Estimated construction completion: May 2024



FY 23/24 Budget: \$5.2 million
Total Project: \$13 million

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Las Vegas Boulevard Improvements (Phase C/D)

- Partnering with CC Public Works, this project is replacing the entire 24-36-inch diameter main from 215 to Sahara. The original main was installed in 1963. The design life is 50 years for a pipeline of this size and replacement is necessary.
- Continual coordination with several agencies and large events (i.e. NHL All-Star game, Raider's games, Pro Bowl, Super Bowl, and F1 Race) all effect the duration of the project
- Two of five phases complete, remaining phases are under construction or nearing construction
- Design began 2017, construction began 2019 and will be ongoing for 3+ years



FY 23/24 Budget: \$9.4 million
Total Project: \$68.9 million

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South Boulevard Facilities (2975 & 2745 Zone)

- Provide design of water service and storage capacity to expand service to the southern portion of the District's service area near Sloan
- Design for the future installation of several major components:
 - 10 MG 2745 Zone Reservoir
 - 2.8 MGD 2975 Zone Pumping Station
 - Two 2.25 MG Tanks
 - 18,500 ft of 42" pipeline
 - 10,000 ft of 24" pipeline
 - 2,900 ft of 16" pipeline
 - Two 8x6" PRV's
- Currently in the design phase

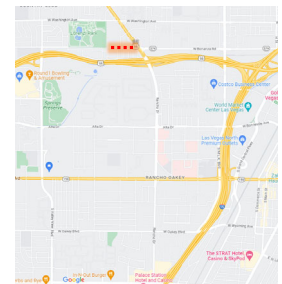


FY 23/24 Budget: \$4.3 million
Total Project: \$87.6 million

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Transmission Main Replacement/Rehab

- Steel Pipeline on West Bonanza Rd between Belrose St and N Rancho Dr was installed in 1955 and has a history of main breaks, missing mortar, circular cracks, multiple areas of corrosion; adjacent pipelines on Eldorado Canyon St, Delamar St, and Ramsey St have had multiple main breaks
- Replacing these pipelines will increase the safety and reliability of the water system for the nearby neighborhoods and mitigate the occurrence of future main breaks
- Currently in design phase and construction to begin December 2023 through February 2025



FY 23/24 Budget: \$2.6 million
Total Project: \$30 million

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Well Replacement

- Several wells currently in service are expected to reach the end of their service life due
- LVVWD anticipates the need to replace 10 wells over the next 10 years; replacing one well annually by locating water sources, drilling, and equipping
- Replacement wells must be strategically located to avoid elevated concentrations of known groundwater contaminants and ensure high well yields in areas where production water is needed
- Well 124 is being constructed in FY 23/24



FY 23/24 Budget: \$1.9 million
Total Project: \$16 million

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Springs Preserve Ethnobotanical Garden

- Grant funded through the state
- One-acre garden designed to capture the cultural impacts of Native American tribes on our community
- Emphasizes indigenous storytelling and the community's relationship to the environment; working closely with Las Vegas Indian Center
- Currently in contracting phase, construction estimated to begin in June



FY 23/24 Budget: \$502,000
Total Project: \$2.2 million

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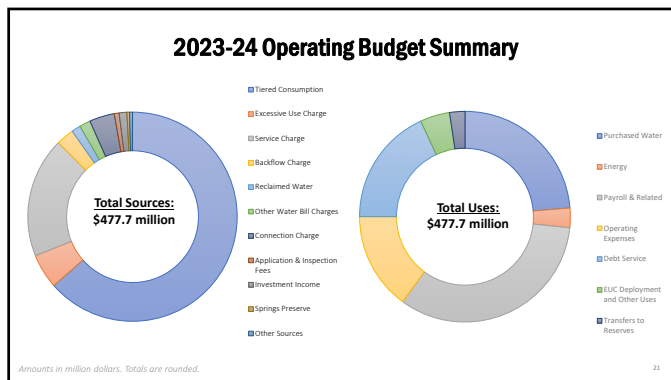


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LWWD Budget Overview

- Sources of funds reflect approved inflationary increases
- Indexed rate adjustments continue to use a conservative 25-year average (well below experienced inflation adjustments)
- Capital expenditures flat vs. current year budget, but higher compared to historical spending, reflecting increasing work efforts on major projects
- Budget includes \$230 million new money debt issuance to help fund the elevated planned capital spending
- Operating budget represents a new funding source – Excessive Use Charge revenue

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Operating Sources of Funds

SOURCES	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
Tiered consumption	\$ 293.0	\$ 304.3	\$ 303.7	\$ (0.6)
Excessive use charge (EUC)	-	-	25.5	25.5
Service charge	79.9	80.8	88.8	8.0
Backflow charge	12.7	12.6	13.1	0.4
Reclaimed water	7.2	6.9	6.7	(0.2)
Other water bill charges	7.3	10.0	8.1	(1.9)
Connection charge	23.6	10.6	18.6	8.0
Application and inspection fees	3.8	1.9	3.5	1.6
Investment income	(23.5)	6.4	5.7	(0.7)
Springs Preserve	1.7	1.6	1.9	0.3
Other sources	2.7	1.9	2.2	0.3
LWWD SOURCES	\$ 408.5	\$ 437.0	\$ 477.7	\$ 40.7

Amounts in million dollars. Totals are rounded.

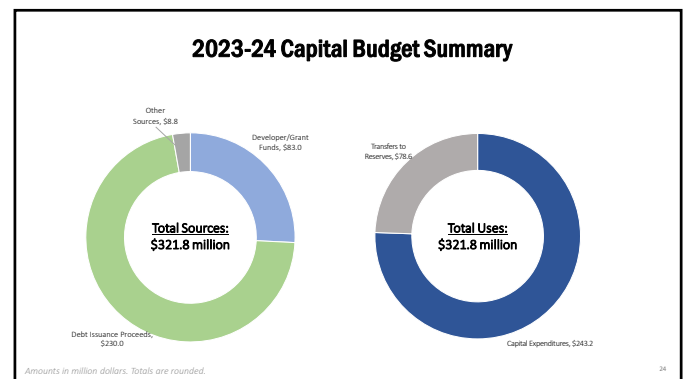
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Operating Uses of Funds

USES	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
Purchased water	\$ 100.3	\$ 110.6	\$ 113.2	\$ 2.6
Energy	10.0	10.3	14.3	4.0
Salaries and benefits	125.2	150.8	159.6	8.8
Operating expenses	39.4	58.4	71.3	12.8
Debt service	73.8	84.6	86.6	1.9
EUC deployment and other uses	1.0	0.8	21.6	20.7
Transfers to reserves	58.8	21.4	11.2	(10.2)
LWWD USES	\$ 408.5	\$ 437.0	\$ 477.7	\$ 40.7

Amounts in million dollars. Totals are rounded.

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24

Capital Sources of Funds

	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
SOURCES				
Developer/grant funds	\$ 16.6	\$ 39.7	\$ 83.0	\$ 43.3
Debt issuance proceeds	75.6	80.0	230.0	150.0
Other sources	-	-	8.8	8.8
Transfers from reserves	19.0	119.9	-	(119.9)
LVVWD SOURCES	\$ 111.1	\$ 239.7	\$ 321.8	\$ 82.1

Amounts in million dollars. Totals are rounded.

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Capital Uses of Funds

	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
USES				
Capital expenditures	\$ 111.1	\$ 239.7	\$ 243.2	\$ 3.6
Transfers to restricted reserves	-	-	78.6	78.6
LVVWD USES	\$ 111.1	\$ 239.7	\$ 321.8	\$ 82.1

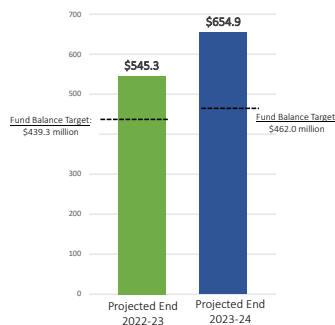
Amounts in million dollars. Totals are rounded.

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Unrestricted Reserve Balance

Reserve Policy Elements:

- Maintain 180 days of operating and maintenance expenses
- Fund one year of maximum annual debt service
- Fund one year of average annual capital expenditures
- Fund 1% of depreciable assets



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LVVWD Budget Summary

- Operating expenses represent increases to infrastructure management spending (increased pipeline inspections, deferred maintenance), materials and supplies, and a new Leak Prevention Program (\$5 million)
- Operating costs reflect increases in cost of water and materials
- Excessive Use Charge revenues utilized for conservation-related initiatives
- The budget reflects the District's ongoing capital initiatives
- Unrestricted reserves remain above fund balance target

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**LAS VEGAS VALLEY
WATER DISTRICT**

BIG BEND
Water District

**2023-24
BUDGET WORKSHOP**



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Big Bend Water District

	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
SOURCES				
Water charges	\$4,196,902	\$4,212,066	\$4,330,446	\$118,381
System development charges	-	1,748	437	(1,311)
Sales tax	371,721	373,715	417,218	43,503
Other sources	607,994	2,538,000	1,341,000	(1,197,000)
Subtotal	5,176,617	7,125,528	6,089,101	(1,036,427)
Debt issuance proceeds	-	-	-	-
BBWD Sources	5,176,617	7,125,528	6,089,101	(1,036,427)
USES				
Energy	350,983	435,000	425,000	(10,000)
Salaries and benefits	1,737,839	2,736,921	2,820,594	83,673
Operating expenses	1,897,594	2,847,801	2,765,414	(82,387)
Capital expenditures	246,751	3,298,000	2,631,205	(666,795)
Debt service	517,423	517,423	517,423	0
BBWD Uses	4,750,590	9,835,145	9,159,636	(675,509)
BBWD NET SURPLUS/(DEFICIT)	\$426,027	(\$2,709,617)	(\$3,070,535)	(\$360,918)

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COYOTE SPRINGS WATER RESOURCES DISTRICT

2023-24

BUDGET WORKSHOP

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Coyote Springs Water Resources District

	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
SOURCES				
Operating revenues	\$ -	\$ -	\$ -	\$ -
Developer contributions ¹	386	50,000	50,000	-
Total Sources	386	50,000	50,000	-
USES				
Operating expenses	-	-	-	-
Invoiced developer costs ²	386	50,000	50,000	-
Total Uses	386	50,000	50,000	-
TOTAL NET SURPLUS/(DEFICIT)	\$ -	\$ -	\$ -	\$ -

¹ Per contractual agreement, the developer(s) will reimburse any costs not covered by operating revenues

² Based on recent costs billed to the developer(s)

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LAS VEGAS VALLEY WATER DISTRICT

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**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS MEETING
MAY 2, 2023
MINUTES**

CALL TO ORDER 9:02 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 (entered at item #2)
Tick Segerblom

STAFF PRESENT: John Entsminger, Doa Ross, Greg Walch, Kevin Bethel

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

COMMENTS BY THE GENERAL PUBLIC

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

There were no persons wishing to speak.

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 March 21, 2023. The motion was approved.

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

- 2. Approve and authorize the General Manager to sign a Purchase and Sale Agreement and Joint Escrow Instructions, in substantially the same form as attached hereto, and any ministerial documents necessary to effectuate the purchase of real property, Clark County, Nevada, Assessor Parcel No. 175-07-709-021, from the Terrana Joseph & Denise Trust in the amount of \$865,503.**
- 3. Approve a resolution updating the authority of the Las Vegas Valley Water District's NRS Chapter 332 Authorized Representative, authorizing the General Manager, or designee, to continue as the District's authorized representative, as defined by NRS 332.025(1) of the Local Government Purchasing Act, and, to the extent authorized by the Act, to develop, award, and execute contracts whose annual expenditure is no more than \$1 million and whose contract term is no more than seven years.**

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

BUSINESS AGENDA

- 4. Adopt the 2023A Resolution of Intent to Issue Bonds (LVVWD) proposing the issuance of, and authorizing the publication of notices relating to, General Obligation (Limited Tax) Water Bonds or other obligations (Additionally Secured by Pledged Revenues) in the maximum aggregate principal amount of \$230,000,000 for the purpose of financing water projects for the District; providing the manner, form and content of the notices thereof; determining that the pledged revenues will at least be sufficient to pay debt service on the bonds; authorizing the Chief Financial Officer to arrange the sale of such bonds; and providing the effective date hereof.**

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

COMMENTS BY THE GENERAL PUBLIC

There were no persons wishing to speak.

Adjournment

There being no further business to come before the board, the meeting adjourned at 9:07 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.

**JOINT MEETING OF THE
LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS
COYOTE SPRINGS WATER RESOURCES DISTRICT BOARD OF TRUSTEES
BIG BEND WATER DISTRICT BOARD OF TRUSTEES
SPECIAL MEETING
MAY 15, 2023
MINUTES**

CALL TO ORDER 9:46 a.m., Commission Chambers,
Clark County Government Center
500 S. Grand Central Parkway, Las Vegas, Nevada

DIRECTORS PRESENT Marilyn Kirkpatrick, President
Jim Gibson, Vice President
Justin Jones
William McCurdy II
Ross Miller
Michael Naft (via phone)

DIRECTORS ABSENT Tick Segerblom

STAFF PRESENT John Entsminger, Dave Johnson, Doa Ross, Greg Walch, Kevin Bethel

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

COMMENTS BY THE GENERAL PUBLIC

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

There were no members of the public wishing to speak.

ITEM NO.

1. Approval of Agenda

FINAL ACTION: A motion was made by Vice President Gibson to approve the agenda for this meeting. The motion was approved.

2. Conduct a Public Hearing on the Tentative Budgets for the Las Vegas Valley Water District, the Coyote Springs Water Resources District, and the Big Bend Water District and subsequently adopt a Final Budget for those water systems for Fiscal Year 2023/24.

John Entsminger, General Manager, addressed the Board of Directors, sitting as all three boards, and presented the District's Fiscal Year 2023-2024 tentative budgets. A copy of his presentation is attached to these minutes.

Mr. Entsminger began by providing highlights from the 2022-2023 Fiscal Year which included conservation-related updates to the LVVWD Service Rules, implementation of the excessive use charge, completion of the advanced metering infrastructure project, continued water waste investigations, and organizational recognitions. He gave an overview of the 2023-2024 budget, highlighting the total sources and uses of operating funds, as well as an outlook of the District's positive financial reserve balance.

Mr. Entsminger presented the Big Bend Water District's Fiscal Year 2023-2024 tentative budget. A copy of his presentation is attached to these minutes. He mentioned that the Big Bend Water District system is in a financial deficit and the organization will need to engage with the community to find solutions to help increase revenues, as the system's operating costs are not being met by the current rate structure.

Mr. Entsminger presented the Coyote Springs Water Resources District's Fiscal Year 2023-2024 tentative budget. A copy of his presentation is attached to these minutes.

President Kirkpatrick opened the Public Hearing for the Tentative Budgets for the Las Vegas Valley Water District, the Coyote Springs Water Resources District, and the Big Bend Water District. As there were no members wishing to speak, she closed the hearing.

Vice President Gibson made a motion to adopt the final budgets for the Las Vegas Valley Water District, the Coyote Springs Water Resources District, and the Big Bend Water District for fiscal year 2023/24. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

Laura McSwain, 2727 Ashby Ave., president of the McNeil Estates neighborhood association, provided comment and expressed concern about the District's excessive use charge. She stated that customers were not given adequate information about the excessive use charge before it was voted on by the board. She also stated that the allotted threshold for summer watering is not enough to maintain her large property and mature landscape, even with increased conservation efforts. She stated that by not maintaining the mature tree canopy, property values and quality of life will be negatively impacted. She added that charging people more money for water does not solve the fundamental problem of water shortages.

Tim O'Roarke, 2000 Palm Canyon Ct., stated the excessive use charge is extreme, citing that last month, 30 percent of his bill was due to the excessive use charge. He added that the fee was implemented too quickly and did not allow residents time to plan and adjust.

Christopher Allen, 1125 Cahlan Dr., provided comment on the excessive use charge. Understanding that he needs to continue to do his part to conserve water, he stated that time, research, money, and resources are needed to care for a property properly and adequately. He added that instead of spending money on fines, it could be spent on compliance and conservation.

Alicia Revzin, 3017 Ashby Ave., provided comment on the excessive use charge. She stated that her family chose to live where they live because of the trees and the cooler temperatures and better air quality that their canopies provide. She stated that imposing these fees quickly has not allowed property owners time to plan and adjust, and these fees are taking money away from family and other needs. She stated that the original Mesquite trees on her property will be in danger with less water, negatively impacting the ecosystem. She requested a pause in the excessive use charge until more research and discussion can take place.

Michelle Benda, McNeil Estates, provided comment and expressed concern about the District's excessive use charge. She stated that residents need more time to plan for water efficient conversions and invited the board members to visit some of the properties talked about today.

Shaily Jain, 2700 Ashby Ave., provided written comment. Her comments are attached to these minutes.

Adjournment

There being no further business to come before the board, the meeting adjourned at 10:06 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.**

2023-24 BUDGET HEARINGS

LAS VEGAS VALLEY WATER DISTRICT
BIG BEND WATER DISTRICT
COYOTE SPRINGS WATER RESOURCES DISTRICT

1

2022-23 Highlights

- Updated the LVVWD Services Rules with a number of conservation initiatives:
 - Pool size limits
 - Reduced golf course water budgets
 - Prohibited evaporative cooling
- Implemented the Excessive Use Charge to address the top 10 percent of single-family residential water users
- Completed the AMI project, which provides valuable customer water use data to support conservation-related efforts
- Conducted nearly 30,000 water waste investigations and fined 43 instances of water theft
- Recognized by Forbes Magazine as one of America's best mid-size employers (2022)

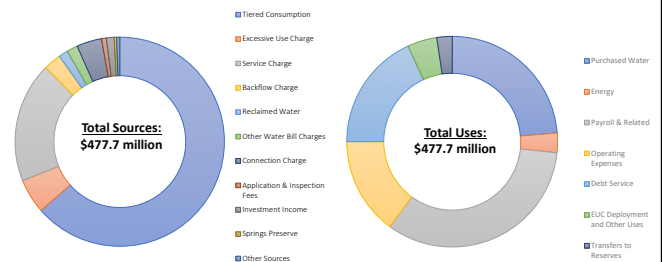
2

LVVWD Budget Overview

- Sources of funds reflect approved inflationary increases
- Indexed rate adjustments continue to use a conservative 25-year average (well below experienced inflation adjustments)
- Capital expenditures flat vs. current year budget, but higher compared to historical spending, reflecting increasing work efforts on major projects
- Budget includes \$230 million new money debt issuance to help fund the elevated planned capital spending
- Operating budget represents a new funding source - Excessive Use Charge revenue

3

2023-24 Operating Budget Summary



Amounts in million dollars. Totals are rounded.

4

Operating Sources of Funds

	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
SOURCES				
Tiered consumption	\$ 293.0	\$ 304.3	\$ 303.7	\$ (0.6)
Excessive use charge (EUC)	-	-	25.5	25.5
Service charge	79.9	80.8	88.8	8.0
Backflow charge	12.7	12.6	13.1	0.4
Reclaimed water	7.2	6.9	6.7	(0.2)
Other water bill charges	7.3	10.0	8.1	(1.9)
Connection charge	23.6	10.6	18.6	8.0
Application and inspection fees	3.8	1.9	3.5	1.6
Investment income	(23.5)	6.4	5.7	(0.7)
Springs Preserve	1.7	1.6	1.9	0.3
Other sources	2.7	1.9	2.2	0.3
LVVWD SOURCES	\$ 408.5	\$ 437.0	\$ 477.7	\$ 40.7

Amounts in million dollars. Totals are rounded.

5

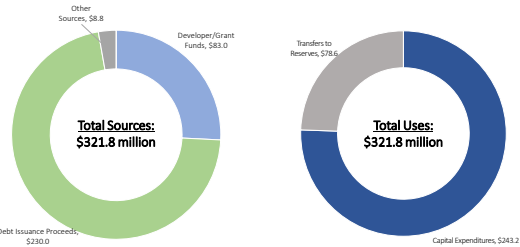
Operating Uses of Funds

	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
USES				
Purchased water	\$ 100.3	\$ 110.6	\$ 113.2	\$ 2.6
Energy	10.0	10.3	14.3	4.0
Salaries and benefits	125.2	150.8	159.6	8.8
Operating expenses	39.4	58.4	71.3	12.8
Debt service	73.8	84.6	86.6	1.9
EUC deployment and other uses	1.0	0.8	21.6	20.7
Transfers to reserves	58.8	21.4	11.2	(10.2)
LVVWD USES	\$ 408.5	\$ 437.0	\$ 477.7	\$ 40.7

Amounts in million dollars. Totals are rounded.

6

2023-24 Capital Budget Summary



Amounts in million dollars. Totals are rounded.

7

Capital Sources of Funds

	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
SOURCES				
Developer/grant funds	\$ 16.6	\$ 39.7	\$ 83.0	\$ 43.3
Debt issuance proceeds	75.6	80.0	230.0	150.0
Other sources	-	-	8.8	8.8
Transfers from reserves	19.0	119.9	-	(119.9)
LVVWD SOURCES	\$ 111.1	\$ 239.7	\$ 321.8	\$ 82.1

Amounts in million dollars. Totals are rounded.

8

Capital Uses of Funds

	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
USES				
Capital expenditures	\$ 111.1	\$ 239.7	\$ 243.2	\$ 3.6
Transfers to restricted reserves	-	-	78.6	78.6
LVVWD USES	\$ 111.1	\$ 239.7	\$ 321.8	\$ 82.1

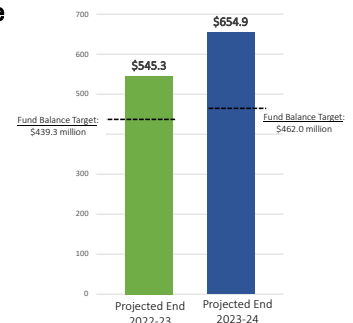
Amounts in million dollars. Totals are rounded.

9

Unrestricted Reserve Balance

Reserve Policy Elements:

- Maintain 180 days of operating and maintenance expenses
- Fund one year of maximum annual debt service
- Fund one year of average annual capital expenditures
- Fund 1% of depreciable assets



10

LVVWD Budget Summary

- Operating expenses represent increases to infrastructure management spending (increased pipeline inspections, deferred maintenance), materials and supplies, and a new Leak Prevention Program (\$5 million)
- Operating costs reflect increases in cost of water and materials
- Excessive Use Charge revenues utilized for conservation-related initiatives
- The budget reflects the District's ongoing capital initiatives
- Unrestricted reserves remain above fund balance target

11

11



12

Big Bend Water District

	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
SOURCES				
Water charges	\$4,196,902	\$4,212,066	\$4,330,446	\$118,381
System development charges	-	1,748	437	(1,311)
Sales tax	371,721	373,715	417,218	43,503
Other sources	607,994	2,538,000	1,341,000	(1,197,000)
Subtotal	5,176,617	7,125,528	6,089,101	(1,036,427)
Debt issuance proceeds	-	-	-	-
BBWD Sources	5,176,617	7,125,528	6,089,101	(1,036,427)
USES				
Energy	350,983	435,000	425,000	(10,000)
Salaries and benefits	1,737,839	2,736,921	2,820,594	83,673
Operating expenses	1,897,594	2,847,801	2,765,414	(82,387)
Capital expenditures	246,751	3,298,000	2,631,205	(666,795)
Debt service	517,423	517,423	517,423	0
BBWD Uses	4,750,590	9,835,145	9,159,636	(675,509)
BBWD NET SURPLUS/(DEFICIT)	\$426,027	(\$2,709,617)	(\$3,070,535)	(\$390,918)

13

COYOTE SPRINGS WATER RESOURCES DISTRICT

14

Coyote Springs Water Resources District

	Actual 2021-22	Budget 2022-23	Budget 2023-24	Variance \$
SOURCES				
Operating revenues	\$ -	\$ -	\$ -	\$ -
Developer contributions ¹	386	50,000	50,000	-
Total Sources	386	50,000	50,000	-
USES				
Operating expenses	-	-	-	-
Invoiced developer costs ²	386	50,000	50,000	-
Total Uses	386	50,000	50,000	-
TOTAL NET SURPLUS/(DEFICIT)	\$ -	\$ -	\$ -	\$ -

¹ Per contractual agreement, the developer(s) will reimburse any costs not covered by operating revenues

² Based on recent costs billed to the developer(s)

15



LAS VEGAS VALLEY WATER DISTRICT

16

Public Comment provided by Shaily Jain, received on 5/15/23 and included in the minutes as required by Nevada's Open Meeting Law

I am writing this letter to you to express my deep concern about the upcoming bill AB220 that is scheduled for a senate hearing on Tuesday May 16th, the recent price hikes that went into effect and also wanting more clarification and education on several things in between.

My husband, I and our 10-year-old son live in McNeil Estates and I have owned my home since 2009 and my 3860 sq ft house sits on a 0.62 acre lot which has mature trees that are about 60-70 years old. Every year since we bought our house we have reduced our water consumption with care and consideration. We did pull most of our grass to put desert landscaping up front, fruit trees out back, Astro turf in the middle of the yard and raised vegetable gardens. We put in mesquite trees and sumacs as part of our grass conversion. The only area we left some grass growing was around our mature fruiting mulberry trees as we were told that pulling the grass would adversely affect the micro-ecosystem of these mature. The grass was helpful when our son was a toddler and wanted to explore his backyard and we were grateful for it while we tried to conservatively water it. Our (existing) pool is also covered to reduce water evaporation. But our yard is still big and there is no getting around that.

We understand the need for water conservation and are on board to convert any remaining grass we have, but we want to make sure our trees handle that shock in a manner that gives them the best chance. My clinic has desert landscape (www.cairncenter.com) and we have solar panels for both our home and work. We believe in conservation of our natural resources.

In October 2022, unbeknownst to us, the Southern Nevada Municipal Water Board voted to impose levies on the valley's biggest water users. The changes, which were approved unanimously by the Las Vegas Valley Water District board, included a new excessive use fee targeted at the top 10 percent of residential water users in the valley and an equalization of current water rate tiers so that all residential customers will pay the same rate per 1,000 gallons, regardless of the size of their properties. The rates were to go into effect on Jan 1st 2023, roughly three months after the rate hikes were approved. We did not even become aware of the water rate hikes until a few weeks ago when a neighbor of ours brought it to our attention. The water district did not send in mailers with big red bold letters saying "water hike 3+ times coming soon for you" or "please check your water bills today and make immediate changes" which might have gotten our attention sooner. No, our regular water bills came and were auto-paid just like before (as we are signed up for payment online). And while the mailers and social media advertising for watering restrictions which we religiously follow came fast and furious thanks to the exceptional advertising by the water district, there were no such corollary educational warnings or letters that had a table with estimators and how they would personally affect our bill this coming summer. Something that says, if your bill was \$600-700 last July, expect it to be \$1800 this July. We receive postcards on every variance that affect us from the planning commission but to my knowledge never received some direct communication or any efforts to engage me or educate me on what I needed to do to be in compliance.

In an article from the RJ that I read recently (<https://www.reviewjournal.com/local/local-las-vegas/plan-to-penalize-valleys-biggest-residential-water-users-approved-2651305/>), John Entsminger, the water district's general manager, said that the rate changes would lead to water bills going up \$200 to \$300 for the top 10%. The article states that for the top 1%, who consume

Public Comment provided by Shaily Jain, received on 5/15/23 and included in the minutes as required by Nevada's Open Meeting Law

hundreds of thousands of gallons each month, the increase would likely be in the thousands of dollars. The goal was to encourage those customers to change their behaviors.

There are news stories of the highest water users and wasters like <https://www.8newsnow.com/news/local-news/top-las-vegas-valley-residential-water-users/> from 2021.

And the one more recently about the AB220, like <https://www.8newsnow.com/news/politics/nevada-legislature/shutting-off-water-bill-gives-snwa-power-to-cut-supply-for-las-vegas-valley-residents-who-use-too-much/> which paints a picture of the wealthy families and homes that use thousands of gallons of water.

We are a middle class, single income family that cannot be compared to the Prince of Brunei. What is concerning to me is that instead of notifying or attempting to engage and educate us, it was assumed we were water wasters. Nowhere on my bill has it ever said that I am one of the top 1, 2 or 10% of water users in the valley. In fact, I still do not know where my water usage stands vis-a-vis the community. I do not fall into the folks that will see a bill increase of \$200-\$300 and nor do I fall in the top 1% that would see thousands of dollars increase in their water bill. So you can understand, why I would perhaps not have figured it out until a few weeks ago when my neighbor told to the go to the SNWA website to estimate my July 2023 bill that I realized to my shock and paralysis that my bill was going to go up from \$600-700 range in July 2022 to \$1800 in July 2023.

Please understand that we are very much committed to water conservation. We also understand the value of our urban tree canopy and the beneficial impact it has on reducing the heat island effect. The collapse of this canopy as turf is removed or when we simply have to stop watering because we cannot afford our water bills, will be devastating not only to our neighborhood but the community at large. Not to mention the impacts on our property values, our quality of life, our inability to enjoy the properties we have been the stewards of as we have tried to care for year after year the mature landscape that is part of the neighborhood ecosystem.

Did the water district in their goal to "change behaviors" think about how can any homeowner make drastic changes to their yard in a 3 months time frame to avoid price hikes? Maybe the Prince of Brunei has unlimited funds and personnel to make this is sole mission in life or more likely that he is so wealthy that the "thousands of dollars increase in bill" which by the way was not going to show up and "change behavior" until this summer would not be an existential crisis and could "change behavior" and help him make the changes over a period of a few years to be in compliance and not miss a beat. For my family on the other hand, this is an unsustainable issue that is dominating every waking moment of our life. And we are expected to "change behavior" while paying heavy fees, and pay tens of thousands of dollars (estimates for conversions and tree removals to the tune of \$50k-75k+ just to remove some of our trees and replace with xeriscape trees and all new irrigation) to get in compliance, all within a few months?

Senator Nguyen said she would consider a bill regarding the price hikes in 2025. We appreciate her efforts, but I am not sure me or many of our neighbors can wait until 2025.

Public Comment provided by Shaily Jain, received on 5/15/23 and included in the minutes as required by Nevada's Open Meeting Law

Her proposed amendment for the people with potential sewer conversions is so appreciated by people who are affected as they can see that with 100% cost covered, they can possibly withstand this tsunami of change that they are potentially facing. Sadly, no such consideration has been currently made, proposed or even considered for families like us that have mature trees in our backyard.

It is my understanding that the federal government formally declared a water shortage in Aug 2021, so if AB220 becomes law, its effect would be immediate.

Again, my understanding is based on this following news story. <https://www.8newsnow.com/news/politics/nevada-legislature/shutting-off-water-bill-gives-snwa-power-to-cut-supply-for-las-vegas-valley-residents-who-use-too-much/>

I want to bring your attention to an aspect of AB220 which is giving me some sleepless nights.

Sec. 38.2. 1. If the Federal Government declares a shortage on the Colorado River for the **upcoming year**, the Board of Directors may limit each single-family residence that uses the waters of the Colorado River distributed by the Southern Nevada Water Authority or a member agency of the Southern Nevada Water Authority to not more than 0.5 acre-feet of water for that upcoming year. Any limitation imposed by the Board of Directors may not go into effect before December 31 of the year before the year for which the shortage is declared.

2. If the Board of Directors limits water usage of single-family residences pursuant to subsection 1, the Southern Nevada Water Authority and the member agencies of the Southern Nevada Water Authority **shall notify all customers** of the action of the Board of Directors to limit water usage **by not later than October 1 of the year before the year** for which the shortage is declared.

I am not a lawyer, but it seems to me that by approving this bill you are subjecting us to the same insane timeline with absolutely no assistance, education or help that the water rate hikes timeline imposed. And this time the consequences would be more than a price hike, it would be our water being shut off. That would mean our yards dying and our property values dropping and our ability to sell our homes compromised as who would want to buy a 0.62 acre lot after the water is shut off and the owner was not able to have enough access to resources and even water so that they could make necessary changes and conversions. New drought friendly trees to replace our mulberry trees for example will also need water and a few years to establish.

We do not believe that the SNWA in good faith has been interested in examining this issue from our point of view. We have an older neighborhood with larger lots and mature trees, but there does not seem to be any consideration of the water usage per acre of land. The one size fit all policy leaves us with no voice, no representation, little choices and massive debt.

It is our understanding from neighbors that have spoken to some water conservation experts, that Legacy neighborhoods should be protected as they protect the broader community from heat island effect. We understand that federal involvement could be drastic, but some of us are concerned why this bill is being pushed through this year and not postponed for 2025? Are we expecting the federal government to intervene sooner? Why can there not be more public hearings on this matter and input from a diverse swath of communities and experts in the field be taken into consideration? Why are we continuing to build newer communities at record pace if we cannot even sustain the communities we have?

**Public Comment provided by Shaily Jain, received on 5/15/23 and
included in the minutes as required by Nevada's Open Meeting Law**

We are in the dark. If this bill will go into effect immediately in 2023 because you expect that by 2025 this water cap will be in effect, then we urge you to **educate us, help us, give us help and expertise**. To make these massive conversions, **we will need assistance of all kinds** including financial and we are deeply skeptical and discouraged given the predicament that we face. The time frame on when these water caps will likely be in effect are important as I am not sure if I am supposed to make fire sale like crisis changes if it is this October or next October that the caps would be approved. Or if this is anticipated in 5 years, or 10, or 15, or 20. How much time do we have?

If you do not anticipate this water cap to be in effect before 2025, why can there not be more public hearings on this matter where families like us can also be fairly represented. Why has this not been a 3-5 year plan instead of a few months plan? Not just for the water cap but also these water price hikes that will adversely affect my neighbors and me this summer. We do not even know which experts to consult? How do I determine which trees to take out and which to keep? Who do you recommend we hire to consult on water conservation issues that will help us get in compliance. Yard conversions are not cheap and more so of an issue when the landscape is distressed. We are also now allowing for the chance for more debate about the adverse effects of losing neighborhoods like ours which sustain the broader community. The narrative of us being water wasters and excessively wealthy to disregard the water conservation needs is FALSE and we feel that our unique needs have been marginalized as the SNWA lumps us with people we do not have a lot in common with. To me this narrative of water wasters and the wealthy elite is deeply offensive and exemplifies a lack of understanding, care or consideration of people who have lived in my neighborhood for generations and have been stewards to this microcosm ecosystem that we call home. We have no voice, no representation and no advocates at this time.

Please consider more public hearings, more education, assistance in offsetting these water rate increases that hamstrings our ability to make changes that we need to our yards, direct us to experts in water conservation that can assess our neighborhoods and the mature trees and give us the best advice, postponing AB220 bill or pushing for amendments that address our concerns like you might be doing for the homeowners with sewer conversions.

Thank you for your consideration and taking the time to read this lengthy email that speaks to the heart of the matter for me, my family and my neighbors.

My apologies for any typos or grammatical errors.

Warmly,
Shaily Jain
Caleb Brooks

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

June 6, 2023

Subject:

Second Agreement to Extend

Petitioner:

David L. Johnson, Deputy General Manager, Operations

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign an agreement, in substantially the same form as attached hereto, to extend the term of the interlocal agreement between the City of Henderson and the District to supply temporary water service to Basic Water Company for redelivery to an area of unincorporated Clark County.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On June 7, 2022, the Board of Directors approved the Interlocal Agreement for City of Henderson Provision of Temporary Water Service to Basic Water Company (Basic) for Redelivery by Basic to an Area within the Las Vegas Valley Water District Service Area (Interlocal Agreement) between the City of Henderson (Henderson) and the District. Basic, a private water supplier, has historically supplied water for consumptive use to industries found within an unincorporated area of Clark County previously occupied by Basic Magnesium (Industries) through a water system that collects and conveys water from Lake Mead to the Industries (Basic Water System). The Basic Water System became inoperable last summer when water levels in Lake Mead fell below the elevation of the Basic Water System intake. The Interlocal Agreement provides Basic a temporary source of potable water to be redelivered to the Industries until a permanent water service solution is secured. Although Basic has recently filed for bankruptcy, the bankruptcy has not altered the terms of the Interlocal Agreement or Basic's redelivery of water to the Industries. The Board then approved the First Agreement to Extend on November 15, 2022.

Because the Industries are found on properties surrounded by Henderson's service area, Henderson is best situated to supply temporary service. However, to expedite the process of securing a permanent water service solution, the parties deliberately limited the Interlocal Agreement term to six months. While the Interlocal Agreement allows the District and Henderson to agree to up to three six-month extensions, such extensions require the approval of their respective governing bodies. Without an extension, the first extension of the Interlocal Agreement will expire on June 23, 2023.

If approved, the Second Mutual Agreement to Extend the Term of Interlocal Agreement for City of Henderson Provision of Temporary Water Service to Basic for Redelivery by Basic to an Area within the Las Vegas Valley Water District Service Area (Second Agreement to Extend) will extend the Interlocal Agreement for an additional six months, and the termination date of the Interlocal Agreement would be changed to December 22, 2023.

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

JJE:DLJ:BG:td

Attachments: Agreement

AGENDA
ITEM #

2

**SECOND MUTUAL AGREEMENT TO EXTEND THE TERM OF INTERLOCAL
AGREEMENT FOR CITY OF HENDERSON PROVISION OF TEMPORARY WATER
SERVICE TO BASIC FOR REDELIVERY BY BASIC TO AN AREA WITHIN THE
LAS VEGAS VALLEY WATER DISTRICT SERVICE AREA**

THIS SECOND MUTUAL AGREEMENT TO EXTEND THE TERM (“Second Agreement to Extend”) is entered into by and between the CITY OF HENDERSON (“City”), a municipal corporation and political subdivision of the State of Nevada, and the LAS VEGAS VALLEY WATER DISTRICT (“District”), a political subdivision of the State of Nevada.

WHEREAS, on June 23, 2022, upon authorization from their governing bodies, the District and the City entered into an agreement entitled “INTERLOCAL AGREEMENT FOR CITY OF HENDERSON PROVISION OF TEMPORARY WATER SERVICE TO BASIC FOR REDELIVERY BY BASIC TO AN AREA WITHIN THE LAS VEGAS VALLEY WATER DISTRICT SERVICE AREA” (the “Agreement”);

WHEREAS, the Agreement provides the terms by which the City shall provide Temporary Service to Basic for Basic to redeliver to the Producing Companies (and for Borman to redeliver to NERT and for Olin to redeliver to Saguaro) for each Producing Company’s, Saguaro’s, and NERT’s sole use within the Service Area;

WHEREAS, ARTICLE II, Section 1 of the Agreement provides that (a) the Agreement has an Initial Term of six months commencing on June 23, 2022; (b) the City and the District may agree to extend the Initial Term for up to three additional, consecutive six-month periods; and (c) the governing bodies of the Parties shall approve each Additional Term prior to the expiration of the Initial Term or Additional Term, as applicable;

WHEREAS, the City and the District mutually agreed to extend the Initial Term of the Agreement for an additional term of six months (“First Additional Term”); and

WHEREAS, through this Second Agreement to Extend, the Parties, by mutual agreement, intend to extend the term of the Agreement, including all provisions contained therein, for a second Additional Term prior to the expiration of the First Additional Term.

In consideration of the above recitals, the mutual provisions, and valuable consideration contained in the Agreement, the City and the District now mutually agree to extend the Term as follows:

1. The Agreement shall be extended for a second Additional Term (the “Second Additional Term”), commencing immediately upon the termination of the First Additional Term of the Agreement at 12:00 A.M. on June 23, 2023, and continuing in effect for an additional six months thereafter.
2. All provisions of the Agreement shall remain in effect throughout the Second Additional Term and this Second Agreement to Extend shall not amend nor modify the terms of the Agreement in any manner.

Except as provided in this Second Agreement to Extend, any capitalized terms used within this Second Agreement to Extend that are not otherwise defined shall have the meanings prescribed to those terms in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Agreement to Extend to be executed and delivered by their duly authorized representatives as of the date of full execution of this Second Agreement to Extend, as reflected on the signature page.

DISTRICT:

APPROVED AS TO FORM:

LAS VEGAS VALLEY WATER DISTRICT

Brent Gunson for
GREGORY J. WALCH
General Counsel

JOHN J. ENTSMINGER
General Manager

Date

CITY:

CITY OF HENDERSON
CLARK COUNTY, NEVADA

ATTEST:

RICHARD DERRICK
City Manager

JOSE LUIS VALDEZ, CMC
City Clerk

Date

APPROVED AS TO CONTENT:

Date of City Council Action:

PRISCILLA HOWELL
Director of Utility Services

December 13, 2022 (Item No. 13)

APPROVED AS TO FORM:

APPROVED AS TO FUNDING:

NICHOLAS G. VASKOV
City Attorney

CAO
Rev.

MARIA GAMBOA
Director of Finance

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

June 6, 2023

Subject:

Interlocal Agreement

Petitioner:

David L. Johnson, Deputy General Manager, Operations

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Henderson and the District that authorizes the City of Henderson to provide temporary potable water service to Saguaro Power Company in an area of unincorporated Clark County previously supplied by the Basic Water Company, and authorize the General Manager to sign renewals or amendments that do not fiscally impact the District.

Fiscal Impact:

None by approval of the above recommendation.

Background:

The District has received a request to provide temporary potable water service to Saguaro Power Company (Saguaro) for delivery within the District's service area in unincorporated Clark County surrounded by the incorporated boundary of the City of Henderson (City). Due to the distance of District water distribution facilities from the service area, provision by the District would be very expensive. This agreement authorizes the City to provide temporary water service to Saguaro for up to three years from a nearby City water main.

Since the 1940's, Basic Water Company (Basic) has provided Lake Mead water to industries at the Basic Industrial Complex (the Complex) utilizing privately owned infrastructure, including a water intake at Lake Mead, two pumphouses, and two terminal reservoirs (Basic Water System). As of July 1, 2022, lowering lake levels caused the intake to become inoperable. Faced with the possibility of losing the sole water source to the Complex, the District and the City entered into an interlocal agreement authorizing the City to temporarily provide potable water service to Complex industries, including Saguaro, using a portion of the Basic Water System. Basic has subsequently filed for bankruptcy protection and is now liquidating the Basic Water System making water service to the Complex uncertain. Saguaro has requested water service from a separate connection to the City that will provide up to 340 acre-feet per year of potable water for up to 3 years.

If approved, the attached agreement provides the terms and conditions necessary for the provision of temporary water service to Saguaro. As a condition of this service, Saguaro is obligated to pay all necessary charges and fees to the City. Under this agreement, the City will deliver potable water to Saguaro for 36 months. Board of Director approval would authorize the General Manager to sign renewals or amendments that do not fiscally impact the District.

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

JJE:DLJ:BG:td

Attachments: Agreement

AGENDA
ITEM #

3

**INTERLOCAL AGREEMENT FOR CITY OF HENDERSON PROVISION OF
TEMPORARY WATER SERVICE TO SAGUARO POWER COMPANY, A LIMITED
PARTNERSHIP FOR DELIVERY OF POTABLE WATER BY CITY TO AN AREA
WITHIN THE LAS VEGAS VALLEY WATER DISTRICT SERVICE AREA**

THIS INTERLOCAL AGREEMENT (“Agreement”), is entered into as of the Effective Date, by and between the CITY OF HENDERSON (“City”), a municipal corporation and political subdivision of the State of Nevada, and the LAS VEGAS VALLEY WATER DISTRICT (“District”), a political subdivision of the State of Nevada. District and City are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

WHEREAS, the City operates a public water system and provides potable water service to properties located within the City and to certain properties located outside City corporate boundaries;

WHEREAS, Basic Water Company, a Nevada corporation (successor-in-interest to Basic Management, Inc.) (“BWC”), the Producing Companies (defined below), the United States of America (“United States”), and the Colorado River Commission of Nevada are parties to Contract No. 14-06-300-2083, executed September 18, 1969, and thereafter amended, for the annual delivery of 8,208 acre-feet per year (AFY) of Colorado River water (“Raw Water”) by the United States to BWC at BWC’s intake structure on Saddle Island at Lake Mead (“Intake”) (defined below) (“1969 Contract”);

WHEREAS, the “Producing Companies” are comprised of (a) EMD Acquisition LLC, a Nevada limited liability company, d/b/a Borman Specialty Materials (successor-in-interest to American Potash & Chemical Corporation), (b) Lhoist North America of Arizona Inc., an Arizona corporation, (successor-in-interest to The Flintkote Company), (c) Titanium Metals Corporation, a Delaware corporation, (successor-in-interest to Titanium Metals Corporation of America), and (d) Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products (successor-in-interest to Stauffer Chemical Company) (“Olin”);

WHEREAS, pursuant to the 1969 Contract, BWC redelivered Raw Water through water infrastructure (“Water Infrastructure”) privately owned by Basic Water Company SPE 1, LLC, a Nevada limited liability company (“BWC SPE” and, collectively with BWC, “Basic”) to the Producing Companies for beneficial consumptive use, for industrial purposes, by the Producing Companies within a particular area, as set forth in subarticle 3(a) in the 1969 Contract (“Basic Water Delivery Area”), which area is located within the Black Mountain Industrial Complex (“BMI Complex”), is outside the City’s corporate boundaries, and is within the District’s service area;

WHEREAS, since 1991, Saguaro Power Company, A Limited Partnership (“Saguaro”), located at 435 4th Street, Henderson, NV 89015, has operated a power generation facility (“Power Facility”) on the BMI Complex and, as part of its operation of the Power Facility, has relied completely on BWC Water (as Olin’s express assignee of Raw Water re-delivery);

WHEREAS, in June of 2022, due to rapidly lowering surface elevations at Lake Mead and in order to ensure continued access to water while interested parties sought a longer-term solution, the District and the City entered into the Interlocal Agreement for City of Henderson Provision of Temporary Water Service to Basic Water, dated June 23, 2022, District Agreement No. 010231.0 and City CMTS #26525 (“2022 ILA”), which authorized the City to provide temporary potable water service to Basic within the City’s corporate boundaries for Basic to deliver to the Basic Water Delivery Area, and the City and Basic entered into the Agreement for Temporary Potable Water Service, dated June 13, 2022, City CMTS #26526, as amended on December 5, 2022 (“Water Service Contract”), which authorized the provision of the City’s temporary potable water service to Basic for Basic to deliver to the Producing Companies for use by the Producing Companies, Nevada Environmental Response Trust, and Saguaro within the Basic Water Delivery Area;

WHEREAS, on or about July 1, 2022, the surface elevation of Lake Mead fell below the elevation of the Intake, the Water Infrastructure failed, and Basic terminated redelivery of Raw Water to the Producing Companies, and thereafter the City began delivering temporary potable water service to Basic under the Water Service Contract for Basic to deliver to the Producing Companies and Olin to redeliver to Saguaro;

WHEREAS, on September 10, 2022, claiming lost revenues from the sale of Raw Water had impaired its ability to pay debt obligations, both BWC and BWC SPE filed for bankruptcy

protection and sought to sell their assets, including the Water Infrastructure, through a bankruptcy sale;

WHEREAS, due to the failure of the Water Infrastructure and Basic's bankruptcy, Saguaro, in order to ensure sufficient water to maintain its operations, has approached both LVVWD and the City in order to obtain water service;

WHEREAS, the City is willing to provide to Saguaro temporary potable water service of up to a maximum of 340 AFY from a connection to an existing fire hydrant within the City's service area on the east side of Eastgate Road to and for use by Saguaro for its operation of the Power Facility within the real property on which the Power Facility is located, currently known as Clark County Assessor's Parcel Number 178-13-101-012, and an adjacent Parcel along Eastgate Road, currently known as Clark County Assessor's Parcel 178-11-801-002, as depicted in Exhibit "A," (the "Temporary Service Area");

WHEREAS, the District is willing to authorize the City to provide temporary potable water service to Saguaro within the Temporary Service Area in accordance with this Agreement; and

WHEREAS, the City and the District desire to facilitate the provision of temporary potable water service to Saguaro within the Temporary Service Area pursuant to NRS 277.180.

In consideration of the above recitals, the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the City and the District agree as follows:

ARTICLE I

The City agrees:

1. Its provision of temporary potable water service to Saguaro is subject to all rights-of-way and easements being granted and conveyed to the City for City-owned water facilities.
2. The City will provide Saguaro temporary potable water service subject to:
 - a. The Henderson City Council's adoption of an ordinance permitting the City's service of water to the Temporary Service Area, if required by Henderson Municipal Code (HMC) 14.02.030; and

- b. Saguaro signing and delivering to the City the Agreement for Temporary Potable Water Service, City CMTS #27246, (“Water Service Contract”) that sets forth the terms and conditions for the provision of temporary potable water service to Saguaro.
3. The City will collect from Saguaro and remit to SNWA or District, as applicable, any costs SNWA or District incur to accelerate the construction of facilities necessary to deliver potable water to the City to the extent such costs are determined by the City and District to be attributable to temporary potable water service to Saguaro under this Agreement.
4. The City may impose and collect charges and establish liens for temporary potable water service provided to Saguaro in accordance with the City's established rates, the HMC, the Water Service Contract, and City rules, policies and procedures, as amended.

ARTICLE II

It is mutually agreed:

1. Term of Agreement
 - a. This Agreement will be effective on the Effective Date and will terminate 36 months thereafter (the “Term”), unless terminated earlier by mutual written agreement by the Parties signed by the General Manager and the City Manager.
 - b. The Parties may agree to extend the Term by mutual written agreement by the Parties signed by the General Manager and City Manager and approved by their governing bodies.
2. Throughout the Term, the City’s direct potable water service to Saguaro within the Temporary Service Area shall not exceed 340 AFY during any calendar year.
3. Each Party will be responsible, as required by law, for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. In accordance with NRS Chapter 41, each Party will assert the defense of sovereign immunity as appropriate in all cases.

4. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a Party to the Agreement and does not create any rights, benefits or causes of action for any other person, entity or member of the general public. Accordingly, Basic, the Producing Companies, and the fee owner of the Temporary Service Area, individually or collectively, are not third-party beneficiaries of this Agreement and have no rights, benefits or causes of action under or in connection with this Agreement, and this Agreement does not provide for the service of water to any individual or organization other than Saguario regardless of whether such individuals or organizations own or occupy property within the Temporary Service Area.
5. Neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning Party. To the extent that a Party assigns any portion of their obligations under this Agreement without written permission from the other Party, that assignment shall be deemed void ab initio rather than voidable.
6. This Agreement and its Exhibits contain the entire agreement between the Parties regarding temporary potable water service to Saguario.
7. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement, and the Parties agree to replace such void, invalid, or unenforceable provision with a valid provision that has as nearly as possible, the same effect.
8. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement, and exclusive venue shall be in Clark County, Nevada.
9. Any waiver of any provision of this Agreement must be approved in writing by the General Manager and the City Manager. The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.
10. This Agreement may be amended only by written agreement executed by the General Manager and the City Manager and approved by the Parties' governing bodies with the same formality as this instrument.

11. Nothing herein shall be construed to imply a joint venture, an employer and employee relationship, or principal and agent relationship.
12. The Parties shall not enter into any agreements with third parties, including but not limited to the Water Service Contract, which alter the terms and provisions of this Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions of any contract, instrument, or other agreement between the Parties and any third party, the terms and provisions of this Agreement shall control unless otherwise prohibited by law.
13. Each Party represents and covenants with the other that they have full authority to enter into this Agreement.
14. Any notice required under this Agreement shall (a) be in writing and signed by a person with authorization to bind the City or the District, (b) be delivered personally, sent by email, sent by registered or certified mail (postage prepaid, return receipt requested), or sent by a nationally-recognized courier, and (c) be addressed to a Party as set forth below:

To City: City of Henderson
 Department of Utility Services
 Attention: Director
 P.O. Box 95050
 240 Water Street, MSC 124
 Henderson, Nevada 89015
 priscilla.howell@cityofhenderson.com

With copy to (excluding invoices):
City of Henderson
City Attorney's Office
Attention: City Attorney
240 Water Street
Henderson, Nevada 89015
nicholas.vaskov@cityofhenderson.com

To District: Las Vegas Valley Water District
 Attention: Janelle Boelter
 1001 South Valley View Boulevard, MS 610
 Las Vegas, Nevada 89153
 janelle.boelter@lvvwd.com

With copy to (excluding invoices):
Las Vegas Valley Water District
Attention: General Counsel
1001 South Valley View Boulevard, MS 475
Las Vegas, Nevada 89153
general.counsel@lvvwd.com

Each notice required under this Agreement is deemed to have been received by the Party to whom it was addressed (a) on the date delivered if delivered personally; (b) on the date transmitted (provided the sending Party does not receive a failed delivery notification) if transmitted by email during the receiving Party's normal business hours or, if not transmitted by email during the receiving Party's normal business hours, on the next business day following the day the email was originally transmitted; (c) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if mailed by certified or registered mail; or (d) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier. Each Party may change its contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

15. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures. The Parties may execute this Agreement in one or more counterparts, each of which when so signed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same Agreement.
16. As used in this Agreement, any reference to "business days" shall mean days on which the offices of each of the District and City are open for normal business, which days are currently acknowledged to be Monday through Thursday of each week, exclusive of federal and State of Nevada holidays. A Party's normal business hours are currently 7:30 a.m. to 5:30 p.m. on a business day. If performance of any act required hereunder falls on a Friday, Saturday, Sunday or a federal or State of Nevada holiday, that act may performed on the next business day.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date of full execution of this Agreement, as reflected on this signature page, (the "Effective Date").

DISTRICT:

APPROVED AS TO FORM:

LAS VEGAS VALLEY WATER
DISTRICT

Brent Gunson for
GREGORY J. WALCH
General Counsel

JOHN J. ENTSMINGER
General Manager

Dated: _____

CITY:

CITY OF HENDERSON
CLARK COUNTY, NEVADA

ATTEST:

RICHARD DERRICK
City Manager/CEO

JOSE LUIS VALDEZ, CMC
City Clerk

Dated: _____

APPROVED AS TO CONTENT:

Date of City Council Action:

PRISCILLA HOWELL
Director of Utility Services

APPROVED AS TO FORM:

APPROVED AS TO FUNDING:

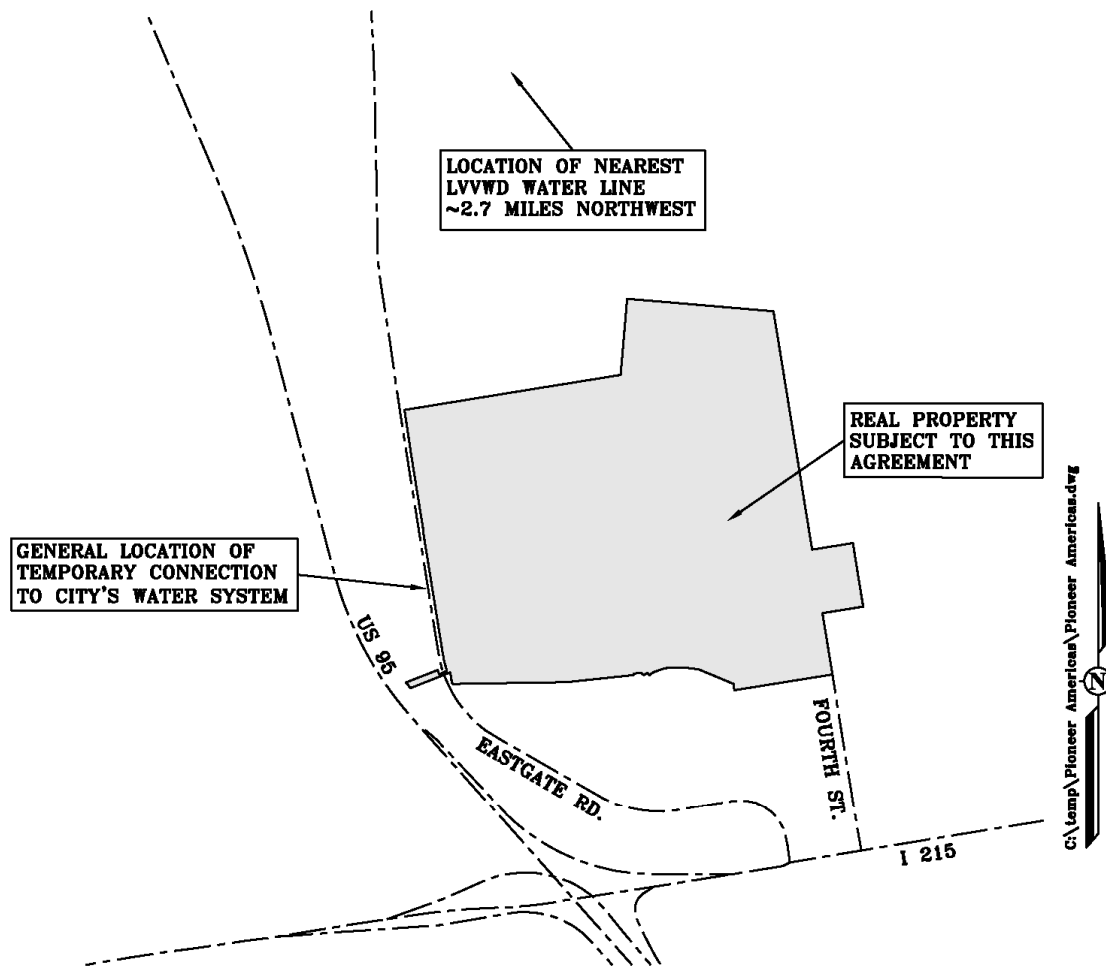
NICHOLAS G. VASKOV
City Attorney

CAO
Review

MARIA GAMBOA
Director of Finance

Exhibit "A"

Map of Temporary Service Area



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

June 6, 2023

Subject:
Interlocal Agreement

Petitioner:
David L. Johnson, Deputy General Manager, Operations

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Henderson and the District that authorizes the City of Henderson to provide temporary potable water service to the Nevada Environmental Response Trust in an area of unincorporated Clark County previously supplied by the Basic Water Company, and authorize the General Manager to sign renewals or amendments that do not fiscally impact the District.

Fiscal Impact:
None by approval of the above recommendation.

Background:
The District has received a request to provide temporary water service to the Nevada Environmental Response Trust (NERT) for delivery within the District's service area in unincorporated Clark County surrounded by the incorporated boundary of the City of Henderson (City). Due to the distance of District water distribution facilities from the service area, provision by the District would be very expensive. This agreement authorizes the City to provide temporary water service to NERT for up to three years from a nearby City water main.

Since the 1940s, Basic Water Company (Basic), has provided Lake Mead water to industries at the Basic Industrial Complex (the Complex) utilizing privately owned infrastructure, including a water intake at Lake Mead, two pumphouses, and two terminal reservoirs (Basic Water System). As of July 1, 2022, lowering lake levels caused the intake to become inoperable. Faced with the possibility of losing the sole water source to the Complex, the District and the City entered into an interlocal agreement authorizing the City to temporarily provide potable water service to the Complex industries, including NERT, using a portion of the Basic Water System. Basic has subsequently filed for bankruptcy protection and is now liquidating the Basic Water System making water service to the Complex uncertain.

To ensure sufficient water for its ground water contamination remediation, NERT has designed and contracted for a filtration system that will allow it to filter groundwater used in its remediation operations and day to day needs. This filtered water will replace most of NERT's potable water demand, however, NERT has requested a maximum of 1.5 acre-feet per year of potable water to provide for redundancy, plus additional water to provide for emergency services when required.

If approved, the attached agreement provides the terms and conditions necessary for the provision of temporary water service to NERT. As a condition of this service, NERT is obligated to pay all necessary charges and fees to the City. Under this agreement, the City will deliver potable water to NERT for 6 months; however, once the filtration system is operational and approved by the

District, the agreement will be automatically extended for an additional 30 months for a total of 36 months. Board of Director approval would authorize the General Manager to sign renewals or amendments that do not fiscally impact the District.

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

JJE:DLJ:BG:td

Attachments: Agreement

**INTERLOCAL AGREEMENT FOR CITY OF HENDERSON PROVISION OF
TEMPORARY WATER SERVICE TO NEVADA ENVIRONMENTAL RESPONSE
TRUST FOR DELIVERY OF POTABLE WATER BY CITY TO AN AREA WITHIN THE
LAS VEGAS VALLEY WATER DISTRICT SERVICE AREA**

THIS INTERLOCAL AGREEMENT (“Agreement”), is entered into as of the Effective Date, by and between the CITY OF HENDERSON (“City”), a municipal corporation and political subdivision of the State of Nevada, and the LAS VEGAS VALLEY WATER DISTRICT (“District”), a political subdivision of the State of Nevada. District and City are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

WHEREAS, the City operates a public water system and provides potable water service to properties located within the City and to certain properties located outside City corporate boundaries;

WHEREAS, Basic Water Company, a Nevada corporation (successor-in-interest to Basic Management, Inc.) (“BWC”), the Producing Companies (defined below), the United States of America (“United States”), and the Colorado River Commission of Nevada are parties to Contract No. 14-06-300-2083, executed September 18, 1969, and thereafter amended, for the annual delivery of 8,208 acre-feet per year (AFY) of Colorado River water (“Raw Water”) by the United States to BWC at BWC’s intake structure on Saddle Island at Lake Mead (“Intake”) (defined below) (“1969 Contract”);

WHEREAS, the “Producing Companies” are comprised of (a) EMD Acquisition LLC, a Nevada limited liability company, d/b/a Borman Specialty Materials (successor-in-interest to American Potash & Chemical Corporation) (“Borman”), (b) Lhoist North America of Arizona Inc., an Arizona corporation, (successor-in-interest to The Flintkote Company), (c) Titanium Metals Corporation, a Delaware corporation, (successor-in-interest to Titanium Metals Corporation of America), and (d) Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products (successor-in-interest to Stauffer Chemical Company);

WHEREAS, pursuant to the 1969 Contract, BWC redelivered Raw Water through water infrastructure (“Water Infrastructure”) privately owned by Basic Water Company SPE 1, LLC, a Nevada limited liability company (“BWC SPE” and, collectively with BWC, “Basic”) to the Producing Companies for beneficial consumptive use, for industrial purposes, by the Producing Companies within a particular area, as set forth in subarticle 3(a) in the 1969 Contract (“Basic Water Delivery Area”), which area is located within the Black Mountain Industrial Complex (“BMI Complex”), is outside the City’s corporate boundaries, and is within the District’s service area;

WHEREAS, in or about 1997, perchlorate was discovered in the vicinity of the Las Vegas Wash, in or about 1999, Kerr-McGee Corporation began operating a temporary treatment system for environmental remediation of the perchlorate-impacted groundwater, and in or about 2002, that treatment system was replaced with the currently existing groundwater extraction and treatment system;¹

WHEREAS, in 2005, Kerr-McGee Corporation spun off a subsidiary company named Tronox LLC, in 2009, Tronox LLC filed for bankruptcy, and, in 2011, the Nevada Environmental Response Trust (“NERT”) was established and became the owner of the property that was previously owned by Tronox LLC while NERT performs its purpose to remediate this historical legacy contamination;¹

WHEREAS, until July of 2022, NERT (as Borman’s express assignee of Raw Water re-delivery), in connection with its ground water treatment and remediation operations within the BMI Complex, used Raw Water delivered by BWC through the Water Infrastructure;

WHEREAS, in June of 2022, due to rapidly lowering surface elevations at Lake Mead and in order to ensure continued access to water while interested parties sought a longer-term solution, the District and the City entered into the Interlocal Agreement for City of Henderson Provision of Temporary Water Service to Basic Water, dated June 23, 2022, District Agreement No. 010231.0

¹ Information concerning NERT and this legacy perchlorate contamination was taken from and is available on the “Environmental Cleanup” section of the Nevada Division of Environmental Protection’s website and accessible through the link to the “Nevada Environmental Response Trust (NERT)” subpage through the “Black Mountain Industrial (BMI) Complex” page at <https://ndep.nv.gov/environmental-cleanup/black-mountain-industrial-bmi-complex> (location as of May 16, 2023).

and City CMTS #26525 (“2022 ILA”), which authorized the City to provide temporary potable water service to Basic within the City’s corporate boundaries for Basic to deliver to the Basic Water Delivery Area, and the City and Basic entered into the Agreement for Temporary Potable Water Service, dated June 13, 2022, City CMTS #26526, as amended on December 5, 2022 (“Water Service Contract”), which authorized the provision of the City’s temporary potable water service to Basic for Basic to deliver to the Producing Companies for use by the Producing Companies, NERT, and Saguaro Power Company, A Limited Partnership within the Basic Water Delivery Area;

WHEREAS, on or about July 1, 2022, the surface elevation of Lake Mead fell below the elevation of the Intake, the Water Infrastructure failed, and Basic terminated redelivery of Raw Water to the Producing Companies, and thereafter the City began delivering temporary potable water service to Basic under the Water Service Contract for Basic to deliver to the Producing Companies and Borman to redeliver to NERT;

WHEREAS, on September 10, 2022, claiming lost revenues from the sale of Raw Water had impaired its ability to pay debt obligations, both BWC and BWC SPE filed for bankruptcy protection and sought to sell their assets, including the Water Infrastructure, through a bankruptcy sale process;

WHEREAS, due to the failure of the Water Infrastructure and Basic’s bankruptcy, NERT, in order to ensure adequate water to maintain its operations, has designed and contracted for a water filtration system that will allow it to filter and use, for most of its operational needs, treated ground water (“Filtration System”) which will replace most of its potable water demand, however, NERT seeks to obtain access to potable water for its toilets, sinks and on-site lab use in its two on-site trailers and the D-1 building and fire water top off, to provide redundancy for its Filtration System and provide potable water for emergency services and therefore approached both LVVWD and the City in order to its obtain water service;

WHEREAS, subject to the execution of the Water Service Contract described in subarticle I(2)(b) of this Agreement, the City is willing to provide to NERT temporary potable water service of up to a maximum of 1.5 AFY, plus additional potable water as specifically provided in subarticle II(2) of this Agreement, from a connection to an existing water service lateral within the City’s service area on the north side of West Warm Springs Road, as further shown in Exhibit “A”, attached hereto and incorporated by this reference, to and for use by NERT for its ground water

treatment and remediation operations within NERT's property, currently known as Clark County Assessor's Parcel Numbers 178-12-201-007, 178-12-301-005, 178-12-601-015, 178-12-601-018, 178-12-701-004, and 178-12-801-008, as depicted in Exhibit "A," (the "Temporary Service Area");

WHEREAS, the District is willing to authorize the City to provide temporary potable water service to NERT within the Temporary Service Area in accordance with this Agreement; and

WHEREAS, the City and the District desire to facilitate the provision of temporary potable water service to NERT within the Temporary Service Area pursuant to NRS 277.180.

In consideration of the above recitals, the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the City and the District agree as follows:

ARTICLE I

The City agrees:

1. Its provision of temporary potable water service to NERT is subject to all rights-of-way and easements being granted and conveyed to the City for City-owned water facilities.
2. The City will provide NERT temporary potable water service subject to:
 - a. The Henderson City Council's adoption of an ordinance permitting the City's service of water to the Temporary Service Area, if required by Henderson Municipal Code (HMC) 14.02.030; and
 - b. NERT signing and delivering to the City the Agreement for Temporary Water Service, City CMTS #27248, ("Water Service Contract") that sets forth the terms and conditions for the provision of temporary potable water service to NERT.
3. The City will collect from NERT and remit to SNWA or District, as applicable, any costs SNWA or District incur to accelerate the construction of facilities necessary to deliver potable water to the City to the extent such costs are determined by the City and District to be attributable to temporary potable water service to NERT under this Agreement.
4. The City may impose and collect charges and establish liens for temporary potable water service provided to NERT in accordance with the City's established rates, the HMC, the Water Service Contract, and City rules, policies and procedures, as amended.

ARTICLE II

It is mutually agreed:

1. Term of Agreement
 - a. Except as further provided in subarticle II(1)(b), this Agreement will be effective on the Effective Date and will terminate 6 months thereafter (the “Term”), unless terminated earlier by mutual written agreement by the Parties signed by the General Manager and the City Manager.
 - b. If, within 6 months of the Effective Date, Southern Nevada Water Authority (“SNWA”) or District provides the City notice that the Filtration System is operational and, based on the information then available, is operating as designed and intended, then the Term will automatically extend for an additional 30 months and will terminate 36 months from the Effective Date. Such determination and notice shall be in writing and shall not be unreasonably withheld or delayed and shall not be conditioned.
 - c. The Parties may agree to extend the Term by mutual written agreement by the Parties signed by the General Manager and City Manager and approved by their governing bodies.
2. Except as specifically provided in this subarticle II(2), throughout the Term, the City’s direct potable water service to NERT within the Temporary Service Area shall not exceed 1.5 AFY during any calendar year. Notwithstanding the foregoing, the City’s direct potable water service to NERT may exceed 1.5 AFY if:
 - a. the Filtration System fails and NERT advises the City that NERT is actively working to repair or replace the Filtration System (and then NERT may receive up to .1 AFY per day until NERT advises the City that the Filtration System is operational); or
 - b. NERT requires potable water to replace water used from its onsite fire suppression system to combat fires within the Temporary Service Area (and then NERT may receive the amount of potable water needed to replace water used from its onsite fire suppression system).
3. Each Party will be responsible, as required by law, for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees,

consultants, contractors, or agents arising under this Agreement. In accordance with NRS Chapter 41, each Party will assert the defense of sovereign immunity as appropriate in all cases.

4. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a Party to the Agreement and does not create any rights, benefits or causes of action for any other person, entity or member of the general public. Accordingly, Basic, the Producing Companies, and the fee owner of the Temporary Service Area, individually or collectively, are not third-party beneficiaries of this Agreement and have no rights, benefits or causes of action under or in connection with this Agreement, and this Agreement does not provide for the service of water to any individual or organization other than NERT regardless of whether such individuals or organizations own or occupy property within the Temporary Service Area.
5. Neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning Party. To the extent that a Party assigns any portion of their obligations under this Agreement without written permission from the other Party, that assignment shall be deemed void ab initio rather than voidable.
6. This Agreement and its Exhibits contain the entire agreement between the Parties regarding temporary potable water service to NERT.
7. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement, and the Parties agree to replace such void, invalid, or unenforceable provision with a valid provision that has as nearly as possible, the same effect.
8. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement, and exclusive venue shall be in Clark County, Nevada.
9. Any waiver of any provision of this Agreement must be approved in writing by the General Manager and the City Manager. The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.

10. This Agreement may be amended only by written agreement executed by the General Manager and the City Manager and approved by the Parties' governing bodies with the same formality as this instrument.
11. Nothing herein shall be construed to imply a joint venture, an employer and employee relationship, or principal and agent relationship.
12. The Parties shall not enter into any agreements with third parties, including but not limited to the Water Service Contract, which alter the terms and provisions of this Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions of any contract, instrument, or other agreement between the Parties and any third party, the terms and provisions of this Agreement shall control unless otherwise prohibited by law.
13. Each Party represents and covenants with the other that they have full authority to enter into this Agreement.
14. Any notice required under this Agreement shall (a) be in writing and signed by a person with authorization to bind the City or the District, (b) be delivered personally, sent by email, sent by registered or certified mail (postage prepaid, return receipt requested), or sent by a nationally-recognized courier, and (c) be addressed to a Party as set forth below:

To City: City of Henderson
 Department of Utility Services
 Attention: Director
 P.O. Box 95050
 240 Water Street, MSC 124
 Henderson, Nevada 89015
 priscilla.howell@cityofhenderson.com

With copy to (excluding invoices):
City of Henderson
City Attorney's Office
Attention: City Attorney
240 Water Street
Henderson, Nevada 89015
nicholas.vaskov@cityofhenderson.com

To District: Las Vegas Valley Water District
Attention: Janelle Boelter
1001 South Valley View Boulevard, MS 610
Las Vegas, Nevada 89153
janelle.boelter@lvvwd.com

With copy to (excluding invoices):
Las Vegas Valley Water District
Attention: General Counsel
1001 South Valley View Boulevard, MS 475
Las Vegas, Nevada 89153
general.counsel@lvvwd.com

Each notice required under this Agreement is deemed to have been received by the Party to whom it was addressed (a) on the date delivered if delivered personally; (b) on the date transmitted (provided the sending Party does not receive a failed delivery notification) if transmitted by email during the receiving Party's normal business hours or, if not transmitted by email during the receiving Party's normal business hours, on the next business day following the day the email was originally transmitted; (c) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if mailed by certified or registered mail; or (d) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier. Each Party may change its contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

15. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures. The Parties may execute this Agreement in one or more counterparts, each of which when so signed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same Agreement.
16. As used in this Agreement, any reference to "business days" shall mean days on which the offices of each of the District and City are open for normal business, which days are currently acknowledged to be Monday through Thursday of each week, exclusive of federal and State of Nevada holidays. A Party's normal business hours are currently 7:30 a.m. to 5:30 p.m. on a business day. If performance of any act required hereunder falls on a Friday,

Saturday, Sunday or a federal or State of Nevada holiday, that act may performed on the next business day.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date of full execution of this Agreement, as reflected on this signature page, (the “Effective Date”).

DISTRICT:

APPROVED AS TO FORM:

LAS VEGAS VALLEY WATER
DISTRICT

GREGORY J. WALCH
General Counsel

JOHN J. ENTSMINGER
General Manager

Dated: _____

CITY:

CITY OF HENDERSON
CLARK COUNTY, NEVADA

ATTEST:

RICHARD DERRICK
City Manager/CEO

JOSE LUIS VALDEZ, CMC
City Clerk

Dated: _____

APPROVED AS TO CONTENT:

Date of City Council Action:

PRISCILLA HOWELL
Director of Utility Services

APPROVED AS TO FORM:

APPROVED AS TO FUNDING:

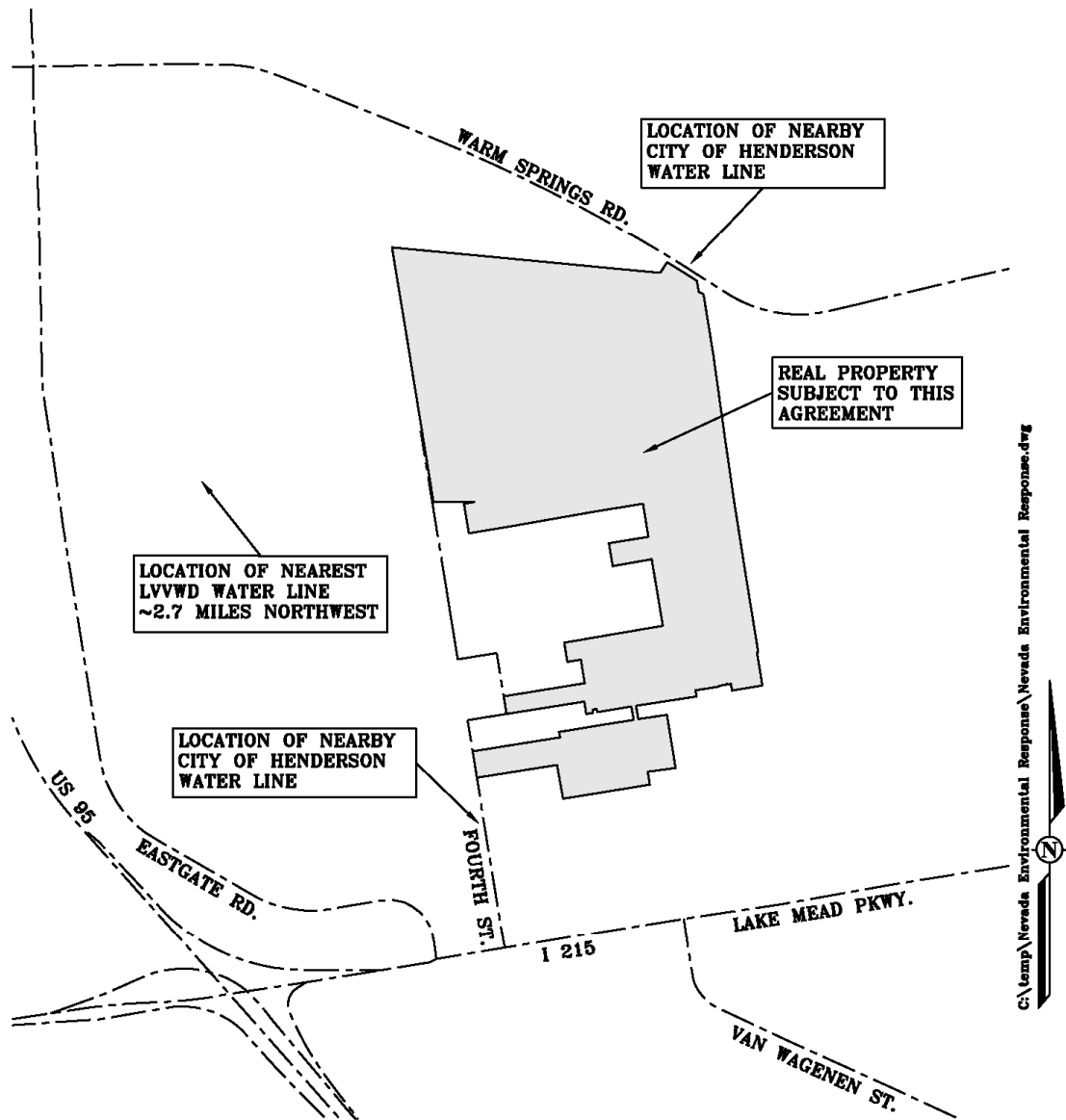
NICHOLAS G. VASKOV
City Attorney

CAO
Review

MARIA GAMBOA
Director of Finance

Exhibit "A"

Map of Temporary Service Area



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

June 6, 2023

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 an amended and restated retail access form of service agreement for network integration transmission service among Nevada Power Company, doing business as NV Energy, the Colorado River Commission of Nevada and the District, and authorize the General Manager or his designee to approve future term extensions and ministerial or administrative changes to this agreement.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On May 7, 2013, the Board of Directors approved a network integration transmission service (NITS) agreement among Nevada Power Company, doing business as NV Energy (NV Energy), the Colorado River Commission of Nevada (CRC), and the District to convey the electrical energy secured by the District through NV Energy's transmission facilities. On November 6, 2018, the Board approved an amended and restated NITS agreement among the same parties, making minor language changes to update the list of designated District electricity resources. At that time, the Board also authorized the General Manager to approve future ministerial or administrative changes to the agreement. The District has had similar NITS agreements with the CRC and NV Energy since 2006.

If approved, the attached Amended and Restated Retail Access Form of Service Agreement for Network Integration Transmission Service (Agreement) will extend the term of network transmission service an additional five years through June 1, 2028, and make a minor administrative change to update the notices section with the parties' current information. There is no change to the cost or type of service provided. By approval of this item, the Board is also authorizing the General Manager or his designee to approve and execute any documents necessary to effectuate future service term extensions and continues to provide the General Manager or his designee the authorization to approve ministerial or administrative changes to the Agreement.

This amended and restated agreement is being entered into pursuant to NRS 704.787 and Sections 1(13) and 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 the amended and restated agreement.

JJE:EKB:SPK:LEB:BLC:cc

Attachments: Disclosure Form, Amended and Restated Agreement

AGENDA
ITEM #

5



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	1500
Corporate/Business Entity Name:	Nevada Power Company d/b/a NV Energy
Doing Business As:	
Street Address:	6226 W. Sahara Ave
City, State, and Zip Code	Las Vegas, NV 89146
Website:	www.nvenergy.com
Contact Name:	Catherine Kelly
Contact Email:	ckelly@nvenergy.com
Telephone No:	7753798323
Fax No:	N/A

Nevada Local Business Information (if applicable)

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

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.

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

Additional Supplemental Information to be Attached?	More than ten Board members/officers?		More than ten Owners?	Yes
--	---------------------------------------	--	-----------------------	-----

Names, Titles and Percentage Owned:

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

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
N/A			

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
N/A			

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.*

Signer Name:	Carolyn Barbash
Signer Title:	VP, Transmission Development and Policy
Signer Email:	carolyn.barbash@nvenergy.com
Signed Date:	2023-04-27

LVVWD/SNWA/SSEA Review

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

X **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.


Digitally signed by Scott P. Krantz
DN: cn=Scott P. Krantz, o=Southern Nevada
Water Authority, ou=Director, Energy
Management, email=scott.krantz@snwa.com,
c=US
Date: 2023.04.27 11:01:32 -0700

Signature

Scott P. Krantz, Director, Energy Management
Print Name/Title

4/27/23
Date

ENTITY INFORMATION

Entity Name:

NEVADA POWER COMPANY

Officer Information (from NV Secretary of State Website):

Treasurer	ADRIAN M CACUCI
Director	DOUGLAS A CANNON
Director	JENNIFER OSWALD
Director	BRANDON BARKHUFF
Director	ANTHONY SANCHEZ III
Other/	BRANDON M BARKHUFF
Other/	MICHAEL BEHRENS
Other/	RYAN ATKINS
Other/	CAROLYN BARBASH
Other/	JIMMY DAGHLIAN
Other/	JOSHUA LANGDON
Other/	JASON HAMMONS
Other/	JEFFERY B. ERB
Other/	DEBORAH BONE
Other/	JESSE M MURRAY

AMENDED AND RESTATED
RETAIL ACCESS FORM OF
SERVICE AGREEMENT FOR NETWORK INTEGRATION
TRANSMISSION SERVICE

BETWEEN

NEVADA POWER COMPANY d/b/a NV ENERGY
(Transmission Provider)

AND

COLORADO RIVER COMMISSION of NEVADA
(Network Customer)

AND

LAS VEGAS VALLEY WATER DISTRICT
(End Use Customer)

DATED: _____

Attachment F-1:

Retail Access Form of Service Agreement For Network Integration Transmission Service

- 1.0 1.0 This Service Agreement, dated as of _____, is entered into, by and between Nevada Power Company d/b/a NV Energy (“Transmission Provider”), the Colorado River Commission of Nevada (“Network Customer” / “Designated Agent”), and the Las Vegas Valley Water District (“End-Use Customer”). The Network Customer and Designated Agent are collectively referred to in this Attachment F-1 as “Network Customer”. The eligible retail customer or End-Use Customer with an authorized agency certifies that it has satisfied or meets the requirements to obtain open Retail Access Transmission Service pursuant to Retail Access under which the Transmission Provider offers unbundled retail transmission service.
- 2.0 The End-Use Customer certifies it has satisfied or meets the requirements to obtain open Retail Access Transmission Service pursuant to Retail Access under which the Transmission Provider offers unbundled retail transmission service.
- 3.0 The Network Customer has been determined by the Transmission Provider that a Completed Application for Network Integration Transmission Service under the Transmission Provider’s Open Access Transmission Tariff (“Tariff”).
- 4.0 The Network Customer has provided to the Transmission Provider an Application Deposit in the amount of \$0, in accordance with the provisions of Section 29.2 of the Tariff. The Network Customer and End-Use Customer are existing customers in good credit standing under Attachment L of the Tariff. The Transmission Provider may request an additional deposit as outlined in the Tariff at a future date.
- 5.0 Service under this agreement shall commence on the later of: (1) the requested service date as indicated in the Specification for Network Integration Transmission Service, Section 2; (2) the date on which construction of any Direct Assignment Facilities are completed; (3) the date that Network Upgrades are completed, (or in the alternative, a temporary release of capacity, as set forth in the Specifications for Network Integration Transmission Service is provided; or (4) such other date as it is permitted to become effective by the Commission. A Network Customer having point(s) of interconnection on Transmission Provider’s Transmission System shall be required to have a Network Operating Agreement in place prior to commencement of transmission service hereunder. Service under this agreement shall terminate on June 1, 2028.
- 6.0 The Transmission Provider agrees to provide and the Transmission Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III and Part IV of the Tariff, this Service Agreement, and the Network Operating Agreement as they may be amended from time to time.

7.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

NV Energy
Attention: Manager Transmission Business Services
6100 Neil Rd. M/S S3B40
Reno, NV 89511
Email: TransmissionPolicy@nvenergy.com

Network Customer:

Colorado River Commission of Nevada
Attention: Manager, Energy Services
555 E. Washington Ave. Suite 3100
Las Vegas, NV 89101

End-Use Customer:

Las Vegas Valley Water District
Attention: Director, Energy Management
P.O. Box 99956, MS 115
Las Vegas, NV 89193-9956

8.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____
Carolyn Barbash
Vice President, Transmission Development & Policy

Date: _____

Network Customer/Designated Agent: Colorado River Commission of Nevada (CRCNV):

APPROVED AS TO FORM:

By: _____
Eric Witkoski
Executive Director

Date: _____

By: _____
Michelle Briggs
Special Counsel

Date: _____

End Use Customer: Las Vegas Valley Water District:

APPROVED AS TO FORM:

By: _____

John J. Entsminger
General Manager

Date: _____

By: _____


Laura E. Browning
Deputy Counsel

Date: _____

SPECIFICATIONS FOR RETAIL ACCESS NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 This Service Agreement, dated as of _____, is entered into, by and between Nevada Power Company d/b/a NV Energy (“Transmission Provider”), the Colorado River Commission of Nevada (“Network Customer”/“Designated Agent”), and the Las Vegas Valley Water District (“End-Use Customer”). The Network Customer and Designated Agent are collectively referred to in this Attachment F-1 as “Network Customer.” The eligible retail customer or End-Use Customer with an authorized agency certifies that it has satisfied or meets the requirements to obtain open Retail Access Transmission Service pursuant to Retail Access under which the Transmission Provider offers unbundled retail transmission service.

2.0 Term of Network Service: 15 years

Requested Start Date: June 1, 2013 under the original service agreement

Termination Date: June 1, 2028

3.0 Description of capacity and/or energy to be transmitted by Transmission Provider across the Transmission Provider’s Transmission System (including electric control area in which the transaction originates):

- (a) 60 MWs of the eligible retail customer or authorized agency’s requirements may originate from firm resources located outside of the Transmission Provider’s Control Area and will be transmitted across the Transmission Provider’s Transmission System from the Point(s) of Receipt listed below. The remaining MWs of the eligible customer or authorized agency Requirements (Network Load plus Losses) will originate from inside the Transmission Provider’s Control Area as designated in Section 4.0. Non-firm energy will be transmitted on an as available basis when requested by the eligible customer or authorized agency.

Point(s) of Receipt	Point(s) of Delivery	MW or % of Load
Mead 230 kV Substation	Southsys	100%

4.0 Network Resources

(1) Network Customer Generation Owned:

Source	Total Capacity (MW)	Capacity Designation as Network Resource
Luce Solar	0.4 MW	0.4 MW
Ronzone Solar	0.6 MW	0.6 MW
Spring Mtn/Durango Solar	0.4 MW	0.4 MW
Grand Canyon Solar	0.3 MW	0.3 MW
Ft. Apache Solar	0.3 MW	0.3 MW
Springs Preserve Solar	0.4 MW	0.4 MW

(2) Network Customer Generation Purchased:

Source	Total Capacity (MW)	Capacity Designation as Network Resource
SSEA WSPP Schedule C	Up to Full Requirements	Up to Full Requirements

(3) Total Network Resources: (1)+(2): Up to Full Requirements (60 MW)

5.0 Transmission Load:

- (1) End-Use Customer's or authorized agency's Network Load: End-Use Customer's or authorized agency's Network Load measured at the Point(s) of Delivery listed below is its full load requirement as it changes from time to time, including load growth. End-Use Customer's most recent coincident peak load measured at Point(s) of Delivery and adjusted for distribution and transmission losses as appropriate is 60 MW.

Point(s) of Delivery/ Facility Name	Facility Address	Premise Number	Delivery Voltage Level	MW or % of load
Warm Springs PS	5590 W. Warm Springs Rd.	1647710	12.5 kV	14%
Montessori So	7000 W. Warm Springs Rd.	1647711	12.5 kV	10%
Montessori No	7000 W. Warm Springs Rd.	2148257	12.5 kV	5%
Campbell PS	4095 E. Flamingo Rd.	1231086	12.5 kV	4%
Carlton Square PS	3300 N. Clayton St.	1640912	12.5 kV	7%
Broadbent PS	4800 W. Oakley Blvd PP	1231030	480 V	7%
Fayle PS (North Meter)	4925 Industrial Road A	1572249	480 kV	3%
Fayle PS (South Meter)	4925 Industrial Road	1231116	480 kV	1%
Grand Canyon PS (E. Meter)	3315 Grand Canyon Dr. Unit B	1611569	480 V	5%
Grand Canyon PS (W. Meter)	315 Grand Canyon Dr.	1516309	480 V	5%

Point(s) of Delivery/ Facility Name	Facility Address	Premise Number	Delivery Voltage Level	MW or % of load
Luce PS	7725 Smoke Ranch Rd.	1419802	480 V	1%
Spring Mountain/Duango PS (West)	8815 Spring Mountain Rd. Unit PP01	1701883	12.5 kV	8%
Spring Mountain/Durango PS (East)	8815 Spring Mountain Rd. Unit PP02	1707568	12.5 kV	8%
Fort Apache PS	300 Fort Apache Rd. Unit A	1597322	480 V	1%
Ronzone W. 077/085	6415 W. Lake Mead Blvd.	1451857	480 V	4%
Alta Sub-LVVWD	3700 Alta Dr. PP PP	1927550	12.5 kV	8%
Alta Sub-Springs Preserve	3700 Alta Dr. PP PP1	1933559	12.5 kV	8%
Luce 2538 Zone	2305 N. Buffalo Dr.	1615284	480 V	1%

Total Network Load (Without Losses) = 60 MW

- 6.0 Designation of party subject to reciprocal service obligation: The Network Customer, End Use Customer or any affiliates of these parties.
- 7.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)
- (1) Load Ratio Share of Annual Transmission Revenue Requirement.
 - (2) Facilities Study Charge: All study work has been completed for this Transmission Customer's request.
 - (3) Direct Assignment Facilities Charge: Including but not limited to, real time metering and communications costs and other costs yet to be determined, if any.
 - (4) Ancillary Services:
 - (a) Scheduling System, Control and Dispatch Service: Per Schedule 1 and Schedule 1-A of the Tariff as it may be amended from time to time.
 - (b) Reactive Supply and Voltage Control from Generation Service: Per Schedule 2 of the Tariff as it may be amended from time to time.

- (c) Regulation and Frequency Response Service: Transmission Customer will purchase this ancillary service from the Transmission Provider per Schedule 3 of the Tariff as it may be amended from time to time. Transmission Customer has the right to change its election by providing written notice to the Transmission Provider per the terms and conditions of the Tariff.
 - (d) Energy Imbalance Service: Per Schedule 4, Schedule 9, and/or Attachment P, Section 8.1 of the Tariff, as it may be amended from time to time, and as applicable to Transmission Customer's schedules.
 - (e) Operating Reserve - Spinning Reserve Service: Per Schedule 5 of the Tariff as it may be amended from time to time.
 - (f) Operating Reserve - Supplemental Reserve Service: Per Schedule 6 of the Tariff as it may be amended from time to time.
 - (g) Loss Compensation Service: Per Schedule 10 for Transmission Losses and Attachment M for Distribution Losses of the Tariff as it may be amended from time to time.
- (5) Redispatch Charges: Pursuant to the Tariff.
- (6) Power Factor Requirements: This will be billed for under the applicable Distribution Only Service Tariff for each Point of Delivery and is not included herein.
- 8.0 Eligible Retail Customer Rights: Native Load import rights to the Transmission Provider released under this Agreement are granted to the eligible retail customer upon whose behalf the Network Customer/Designated Agent may obtain transmission service and will remain with the eligible retail customer. If the eligible retail customer chooses a new Network Customer/Designated Agent, the transmission rights will be transferred to the new Network Customer/Designated Agent on behalf of the eligible retail customer. If the eligible retail customer elects to return to bundled retail electric service, the released rights will revert.

Transmission Provider:

By: _____
Shahzad Lateef
Vice President, Transmission

Date: _____

Network Customer/Designated Agent: Colorado River Commission of Nevada (CRCNV):

APPROVED AS TO FORM:

By: _____

Eric Witkoski
Executive Director

Date: _____

By: _____

Michelle Briggs
Special Counsel

Date: _____

End Use Customer: Las Vegas Valley Water District:

APPROVED AS TO FORM:

By: _____

John J. Entsminger
General Manager

Date: _____

By: _____


Laura E. Browning
Deputy Counsel

Date: _____

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

June 6, 2023

Subject:

Agreement

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign an agreement between 318 Bryan Capital Management, LLC, and the District for developer participation in the cost of future infrastructure and authorize the District to receive from 318 Bryan Capital Management, LLC, an amount not to exceed \$80,000 for future pressure regulating valve construction.

Fiscal Impact:

None by approval of the above recommendation.

Background:

Development by 318 Bryan Capital Management, LLC (Developer), is proposed for approximately two acres within the 2745 Pressure Zone, which is generally shown on Attachment A. Additional infrastructure, including a pressure regulating valve (PRV), will be required in the future to ensure adequate water service to the area, including the proposed development and enhancement of water service to the northern portion of the 2745 Pressure Zone.

If approved, the attached Agreement No. 010726.0 (Agreement) provides the terms and conditions necessary for the Developer to contribute towards the cost of a future PRV within District infrastructure in an amount not to exceed \$80,000. This infrastructure is currently in design and will be located and installed by the District.

This Agreement 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 Agreement.

JJE:DJR:JLB:SK:CK:ED:jlc

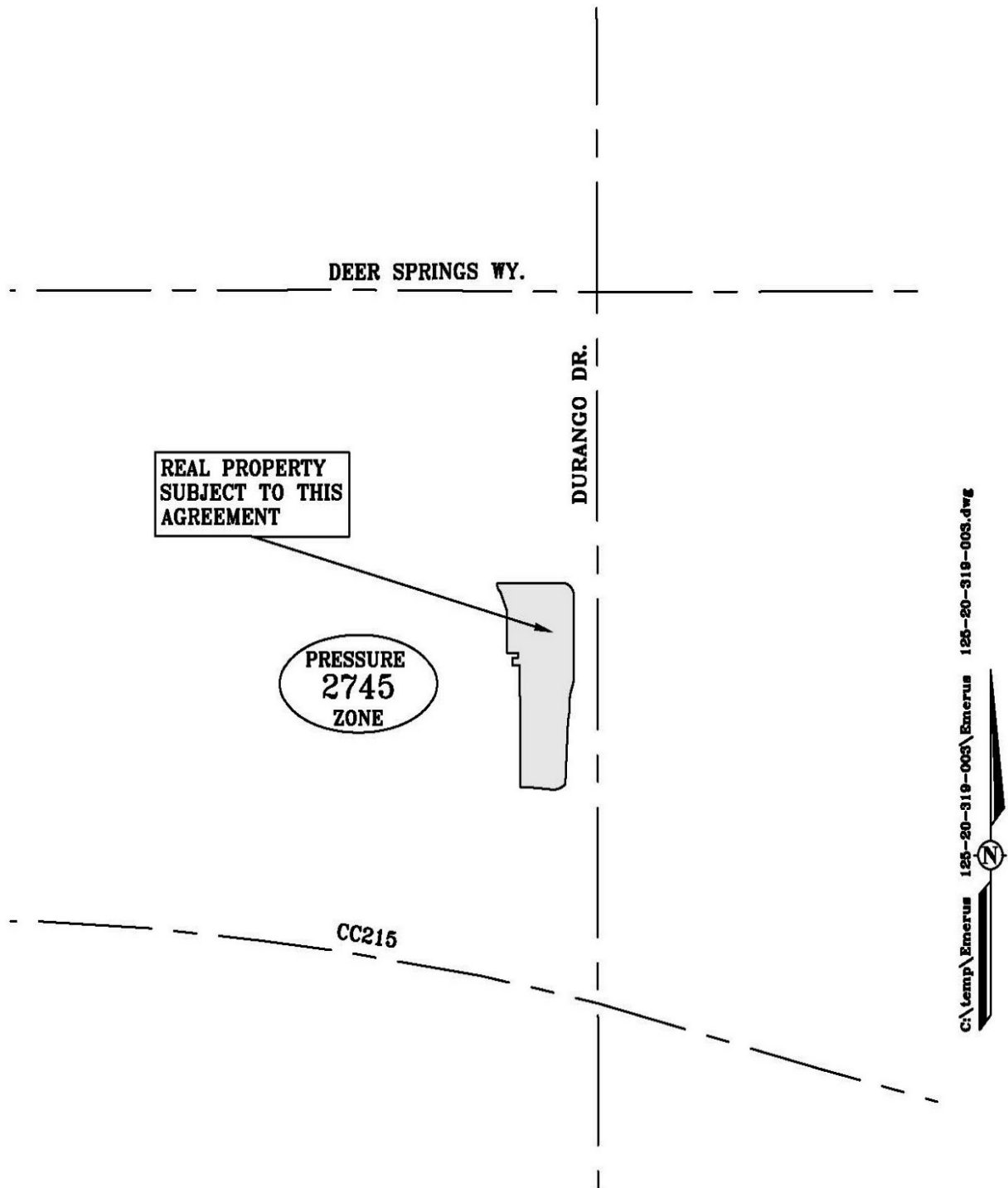
Attachments: Attachment A, Disclosure, Agreement

AGENDA
ITEM #

6

ATTACHMENT A

Emerus NW Community Hospital
LVVWD Project No. 140960





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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Limited Liability Company
Business Designation Group:	
Number of Clark County Residents Employed:	0
Corporate/Business Entity Name:	318 Bryan Capital Management, LLC
Doing Business As:	RoseRock
Street Address:	8872 HSC Parkway, Suite 401
City, State, and Zip Code	Bryan, TX 77807
Website:	https://www.roserock.co/
Contact Name:	Tyler Coats
Contact Email:	tcoats@roserock.co
Telephone No:	9798238525
Fax No:	9798238521

Nevada Local Business Information (if applicable)

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

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: <i>(if applicable)</i>

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Jeffrey Brown	Member	35
John Jordan	Member	35
Benjamin Wall	Member	17.5
Tyler Coats	Member	12.5

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.

Signer Name:	Tyler Coats
Signer Title:	Executive Vice President
Signer Email:	tcoats@roserock.co
Signed Date:	2022-12-01

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.

Janelle L. Boelter, P.E.

Signature

Janelle L. Boelter, P.E., Director of Infrastructure Management

Print Name/Title

5/3/2023

Date

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into by and between the Las Vegas Valley Water District, a political subdivision of the State of Nevada, whose address is 1001 South Valley View Boulevard, Las Vegas, Nevada 89153, hereinafter called "District", and 318 Bryan Capital Management, LLC, whose address is 8872 HSC Parkway, Suite 401, Bryan, Texas 77807, hereinafter called "Developer", WITNESSETH:

RECITALS

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

WHEREAS, Developer is the owner of property generally located at Durango Drive and Deer Springs Way, and further referenced as Clark County Assessor's Parcel Number 125-20-319-003; and

WHEREAS, Developer is engaged in the development of the above-described real property and is desirous of installing water facilities to said property; and

WHEREAS, District is willing to permit the installation of water facilities with the understanding that there is no commitment for future water service granted under this Agreement; and

WHEREAS, the said development reduces the service capacity to existing customers, which will not be mitigated until the construction of Regional Water Facilities, namely, the Rome Water Facility Improvements. Developer is desirous of installing water facilities to the said property prior to the completion of the Rome Water Facility Improvements and has elected to financially participate in bolstering the capacity and redundancy of the service area; and

WHEREAS, Developer is willing to construct at its sole cost and expense the water facilities and appurtenances and to furnish a maximum amount of Eighty-Thousand and No/100 dollars (\$80,000) to the District for the construction of a future Pressure Regulating Valve (PRV) at a location to be determined by the District. Now, this Agreement WITNESSETH:

ARTICLE I

DEVELOPER AGREES:

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

Emerus NW Community Hospital

- 2) That said water facilities shall be constructed in the locations shown, and in accordance with the above-mentioned plan or plans, as approved by the District, and in conformance with District specifications.
- 3) To pay to the District \$80,000.00 for the District's construction of a future PRV within two (2) weeks of the execution of this Agreement by all Parties.
- 4) To comply with the District's Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process, construction of the water facilities identified in Article I, paragraph 1 above, and service connection audits for billing.
- 5) If required as a condition of the District's Service Rules, Developer will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.
- 6) That all work shall be subject to inspection by an authorized representative of the District and the District shall be notified sufficiently in advance of any work to be undertaken, in order that necessary inspection can be arranged.

- 7) At Developer's sole cost and expense, to perform all survey work necessary to ensure installation of the water facilities at the location and to the grades called for in the plans.
- 8) At Developer's sole cost and expense, to disinfect and pressure test all water facilities to the satisfaction of the District and the health authorities having jurisdiction.
- 9) That connections to existing mains shall be made only in the presence of an authorized representative of the District and at the times specified by the District.
- 10) That all water facilities shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event any water facilities are located within those areas either inadvertently or otherwise, the Developer shall cause such water facilities to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with District's requirements, or shall reimburse the District for the cost of relocating said water facilities. If extraordinary conditions exist that would prevent compliance with this requirement, Developer may submit to the District a written request for a waiver of this requirement pursuant to the District's Service Rules.
- 11) To furnish to the District easements, in a form satisfactory to the District, where water facilities are approved to be installed in other than dedicated streets or alleys. Said easements shall conform to the requirements as indicated on the approved water plan and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by District can be placed upon it, that District will have the right to operate, maintain, repair, replace, and/or change the size and/or number of water facilities; and that proper access to all parts of the easement by District forces and equipment is provided. The conditions of said easements shall further provide that the Developer agrees to pay any and all costs incurred by the District to make and/or maintain said easements accessible to the District. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by District, and are in compliance with state laws and regulations.
- 12) Should any defective material or workmanship affecting the water facilities installed by Developer be disclosed within one (1) year of the date of completion and acceptance of the water facilities by the District, Developer shall immediately cause the defect to be corrected, or shall reimburse District for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the water facilities, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship. Any corrective actions by Developer shall themselves be warranted for a one (1) year period. If the Developer fails to reimburse District for cost of repairs, subsequent projects will not be approved until all reimbursements are paid.
- 13) That upon completion of construction of the work and acceptance of the work by the District, to furnish a Bill of Sale for the water facilities identified in Article I, paragraph 1 above, conveying to the District all rights, title, and interest in all the water facilities and to certify that the water facilities will be free of liens and other encumbrances.
- 14) That any of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the District and once connected to existing District facilities, may be used by the District to deliver water to real property other than that of the Developer.
- 15) That any of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the District and once connected to existing District facilities, must maintain established water quality standards throughout the installed system. Should the District determine that water quality standards are not being maintained following the connection of the approved facilities to the District's system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the developer.
- 16) To indemnify, defend and hold the District harmless from any and all claims, demands, liens, actions, damages, costs, expenses and attorneys' fees based upon or arising out of alleged acts or omissions of the Developer, or its officers, employees, agents, contractors, licensees or invitees during the construction and installation of the water facilities. As a material part of the

consideration for this Agreement, the Developer hereby assumes all risk of injury to persons and damage to property resulting from the construction of the water facilities from any source and to whomever belonging, except to the extent caused by willful or negligent acts of the District or its agents and hereby waives all claims in respect thereof against the District and agrees to defend and hold the District harmless from and against any such claims by others. The District shall not be liable or responsible for the loss of or damage to any of the Developer's property, or that of its employees, customers or invitees, resulting from burglary, theft or vandalism; nor shall the District be liable for loss of or damage or injury to persons or property occurring during the construction of the water facilities for any cause, or under any circumstances, except to the extent caused by or resulting from the willful or negligent acts of the District or its agents.

- 17) That all water delivered through service connections will be metered and the Developer is responsible for all monthly bills for such water calculated at the current rate for metered construction water until such time as the first occupant activates the water service account with the District's Customer Service Division.
- 18) If the District discovers that water is being taken through an unmetered service connection, the District may pursue any and all remedies available at law, including charges for estimated water usage at rates for water theft, as outlined in the District's Service Rules.
- 19) That installation of said water facilities does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the District and a water commitment is obtained, no water may be taken from the water facilities installed under this agreement. This agreement does not grant Developer any property right in a water service to the subject property. Developer further agrees to be bound by any current or future water commitment regulation which the District may establish.
- 20) That the Developer and its officers, employees, agents, contractors, licensees or invitees, at the Developer's sole cost and expense, shall at all times comply with all applicable laws, ordinances, statutes, rules, acts or regulations in effect or that become in effect during the time work is performed under this Agreement, including but not limited to those laws outlined by the Endangered Species Act of 1973 and the Clark County Desert Conservation Plan, August 1, 1995.
- 21) That the Developer is fully responsible for ensuring no harm comes to any tortoises found on the work site, unless it is unavoidable. Tortoises will not be intentionally killed, harmed or taken for private use. In the event that a desert tortoise is encountered on the work site, the Clark County Pick-up Service shall be called at (702) 593-9027.
- 22) That in the event of abandonment or cessation of construction of the water facilities for one year, prepaid installation fees and other charges may be used by the District to pursue completion of all or part of the water facilities as provided in the District Service Rules.
- 23) That at such time as the District accepts and approves an application for water service to said real property, the Developer will be required to pay all applicable fees, charges and deposits in accordance with the Service Rules that are in effect at the time the application for water service is approved.
- 24) That the Developer or his successors and assigns will make a separate application for water service from the water facilities described in Article I, paragraph 1 above in accordance with the District's Service Rules in effect at that time.

ARTICLE II

DISTRICT AGREES:

- 1) That upon completion of construction of the water facilities, acceptance of same by the District, and fulfillment by the Developer of all requirements of this Agreement to operate and maintain the water facilities installed pursuant to this Agreement in accordance with the District's Service Rules as the same are established and amended.

- 2) That construction water may be provided through metered fire hydrants in accordance with the District's Service Rules.
- 3) If required as a condition of the District's Service Rules, to refund to the Developer any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.
- 4) Upon receipt of Frontage Connection Charges from others, to refund to the Developer all Frontage Connection Charges received in accordance with the District's Service Rules for direct connections to the water main(s) installed under this Agreement up to a maximum amount of Zero and No/100 dollars (\$0.00) or for a period of ten (10) years from the effective date of this Agreement, whichever occurs first. This right to a refund is not to be construed as a guarantee or a promise by the District that the District will receive or elect to receive frontage connection charges that are refundable to the Developer.

ARTICLE III

IT IS MUTUALLY AGREED:

- 1) The above described property shall have no water commitment by virtue of the installation of the water facilities. Future use of said facilities requires that a water commitment be obtained from the District before the facilities can be utilized.
- 2) That this Agreement shall inure to the benefit of, and be binding upon, the respective parties hereto and their successors and assigns. To assure District recognition of an assignment from one developer/owner to another, a District provided assignment form should be completed, and a fully executed duplicate original should be returned to the District.
- 3) That the effective date of this Agreement is the date that the Agreement is formally executed by the District.
- 4) That this Agreement shall terminate if construction of the water facilities covered by the plan or plans identified in Article I, paragraph 1 of this Agreement is not started within one (1) year from the date of District approval of said plan or plans; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion within two (2) years from the date of plan approval. Termination under this paragraph shall occur upon the District's written notice that Developer has not followed the conditions of this Agreement.
- 5) That all water facilities installed under this Agreement shall be and remain the exclusive property of the District, and shall become a part of the District's general water distribution system after acceptance by the District.
- 6) That if this Agreement terminates in accordance with Article III, paragraph 4 of this Agreement, right, title and interest of all or any portion of water facilities installed, as determined solely and exclusively by the District, shall become the exclusive property of the District for the District to use, modify, or to dispose of as the District deems appropriate.
- 7) That in the event a portion of the water facilities are constructed but this agreement terminates, the above described property shall have no water commitment by virtue of the installation of the water facilities. Requests for future use of said facilities, if retained in place, may require that a new water commitment be obtained before the facilities can be utilized.
- 8) That if this Agreement terminates for any reason, the District shall not be required to refund any of the \$80,000.00 to the Developer.
- 9) That for the purpose of making refunds or any notifications that may be required by this Agreement, the Developer's address is as identified on page 1 of this Agreement, and it is the Developer's responsibility to notify the District in writing of a change in address.

- 10) That noncompliance or violation of the District's Service Rules or any provision of this Agreement by Developer or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to revoke construction approval of the water facilities without challenge by Developer and without liability for any damages caused by said revocation.
- 11) That all parties are acquainted with the provisions of the applicable District Service Rules in force on the effective date of this Agreement.
- 12) That failure of the District to enforce any provision of this Agreement shall not constitute a waiver by the District, and the District may choose to enforce any breach of this Agreement at any time.
- 13) That this agreement may be recorded by the District as an "Official Record" in the office of the Recorder for Clark County, Nevada.
- 14) This Agreement is intended solely for the benefit of the District and Developer and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any promise by the District to refund connection charges to Developer is solely for the benefit of the Developer.
- 15) The laws of the State of Nevada shall govern as to the interpretation, validity and effect of this Agreement.
- 16) That each party hereto warrants to the other that it, and its signatory hereunder, is duly authorized and empowered to execute this Agreement and to bind said party to the terms of this Agreement.
- 17) That each party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age, or national origin, and shall ensure that applicants are employed, and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein, and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year last entered below.

318 BRYAN CAPITAL MANAGEMENT, LLC

LAS VEGAS VALLEY WATER DISTRICT

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

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

June 6, 2023

Subject:

Construction Award

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors award a contract for the installation of new fiber optic cable in existing conduit to DataPLUS Communications Limited in the amount of \$2,200,000, authorize a change order contingency amount not to exceed \$200,000, and authorize the General Manager to sign the construction agreement.

Fiscal Impact:

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

Background:

Commitment No. 010566 (3369L), New Facilities Fiber Optic Cable Installation (Project), consists of the installation of new fiber optic cable in existing conduit. Areas of the Project include locations from Cougar Reservoir to Meranto Pump Station, Rome Reservoir to Elkhorn Pump Station, Richmar Reservoir to Fort Apache Road and Meranto Avenue, and additional locations that will be identified throughout the District service area as defined by individual task orders.

Sealed bids were received and publicly opened on April 26, 2023. A tabulation of the bids received is listed below:

DataPLUS Communications Limited	\$1,594,500
The Fishel Company	\$1,595,000
Narwhal Met LLC dba The Narwhal Group	\$1,691,000

The DataPLUS Communications Limited (Data Plus), proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for Data Plus to accept and agree to all contract terms. Data Plus is a Nevada corporation located in Henderson, Nevada.

The total bid price submitted by contractors as indicated above was based upon line-item pricing and was used for evaluation of the lowest responsive and responsible bidder. Utilizing submitted pricing from the proposals, award of the Contract is recommended in the amount of \$2,200,000 to support multiple task orders within the Project. Each task order will require General Manager or designee approval and will be based on an approved budget, regardless of total bid price. The total amount of this contract shall not exceed \$2,400,000, which includes the contingency amount.

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



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Limited Liability Company
Business Designation Group:	
Number of Clark County Residents Employed:	31
Corporate/Business Entity Name:	DataPLUS Communication Limited
Doing Business As:	DataPLUS Communications
Street Address:	769 Middlegate Road
City, State, and Zip Code	Henderson, Nevada 89011
Website:	www.dpcnv.com
Contact Name:	Brandon Johnson
Contact Email:	Brandon@dpcnv.com
Telephone No:	702-795-3282
Fax No:	702-739-3282

Nevada Local Business Information (if applicable)

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

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)

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Brandon Johnson	Member	100

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.

Signer Name:	Brandon Johnson
Signer Title:	Member
Signer Email:	Brandon@dpcnv.com
Signed Date:	2023-05-04

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

05/09/2023
Date

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and DataPLUS Communications Limited

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

In exchange for the mutual promises contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Owner has awarded to Contractor the Contract for:

Title: NEW FACILITIES FIBER OPTIC CABLE INSTALLATION

Project No: 3369L

Commitment No: 010566

Public Works Project Identifying Number: CL-2023-100

2. Contractor agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.
3. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.
4. Owner will pay and Contractor shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following:
 - a. Addenda
 - b. General Requirements
 - c. Supplementary Conditions
 - d. General Conditions
 - e. Agreement
 - f. Drawings
 - g. Technical Specifications
 - h. Permits
 - i. Bidder Statement of Authority to Submit Bid Form and accompanying Documents
 - j. Bid Form
 - k. Bonds
 - l. Instructions to Bidders

- m. Invitation to Bid and Legal Notice
- n. Notice of Award
- o. Final Notice to Proceed

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

IN WITNESS WHEREOF:

[CONTRACTOR'S NAME]

DataPLUS Communications Limited

By: _____
Signatory Empowered to Bind Contractor

Type or Print Name

Official Title

LAS VEGAS VALLEY WATER DISTRICT

By: _____
John J. Entsminger
General Manager

Approved as to Form:



Attorney for Las Vegas Valley Water District

END OF DOCUMENT

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

June 6, 2023

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 Kimley-Horn and Associates, Inc., and the District to provide professional design engineering and construction support services for the Las Vegas Boulevard Improvements, Phase III, increasing the existing agreement by \$1,615,630, resulting in a total amount not to exceed \$6,616,212.

Fiscal Impact:

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

Background:

On October 2, 2018, the Board of Directors approved an agreement with Kimley-Horn and Associates, Inc., to provide professional design services for Contract No. C1497, Las Vegas Boulevard Improvements, Phase III (Project), in conjunction with Clark County Public Works (County) roadway improvements between Sahara Avenue and CC-215 Beltway, located as generally shown on Attachment A. The District is coordinating with the County to install water facilities as outlined in the District's 2015 Las Vegas Boulevard Master Plan. On April 7, 2020, the Board approved an amendment to the agreement for an increased number of design packages and coordination due to a change in County design consultants for the County's portion of the work. On April 6, 2021, the Board approved an Amended and Restated Agreement (2021 Agreement) to revise the scope of professional design services.

Since approval of the 2021 Agreement, the sequencing of the project has been modified and the schedule delayed to coordinate with events on Las Vegas Boulevard, resulting in modification of design efforts to accommodate changes in survey data and new infrastructure in the alignment. Also, construction climate and supply chain issues have changed, resulting in a greater level of effort for construction phase services.

If approved, the attached Amendment No. 1 to the 2021 Agreement will provide for the modified professional design services during design and construction for an amount not to exceed \$1,615,630, increasing the total not-to-exceed amount to \$6,616,212. All other terms of the Amended and Restated Agreement remain the same.

This amendment is being entered into pursuant to NRS 332.115(1)(15) 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 amendment.

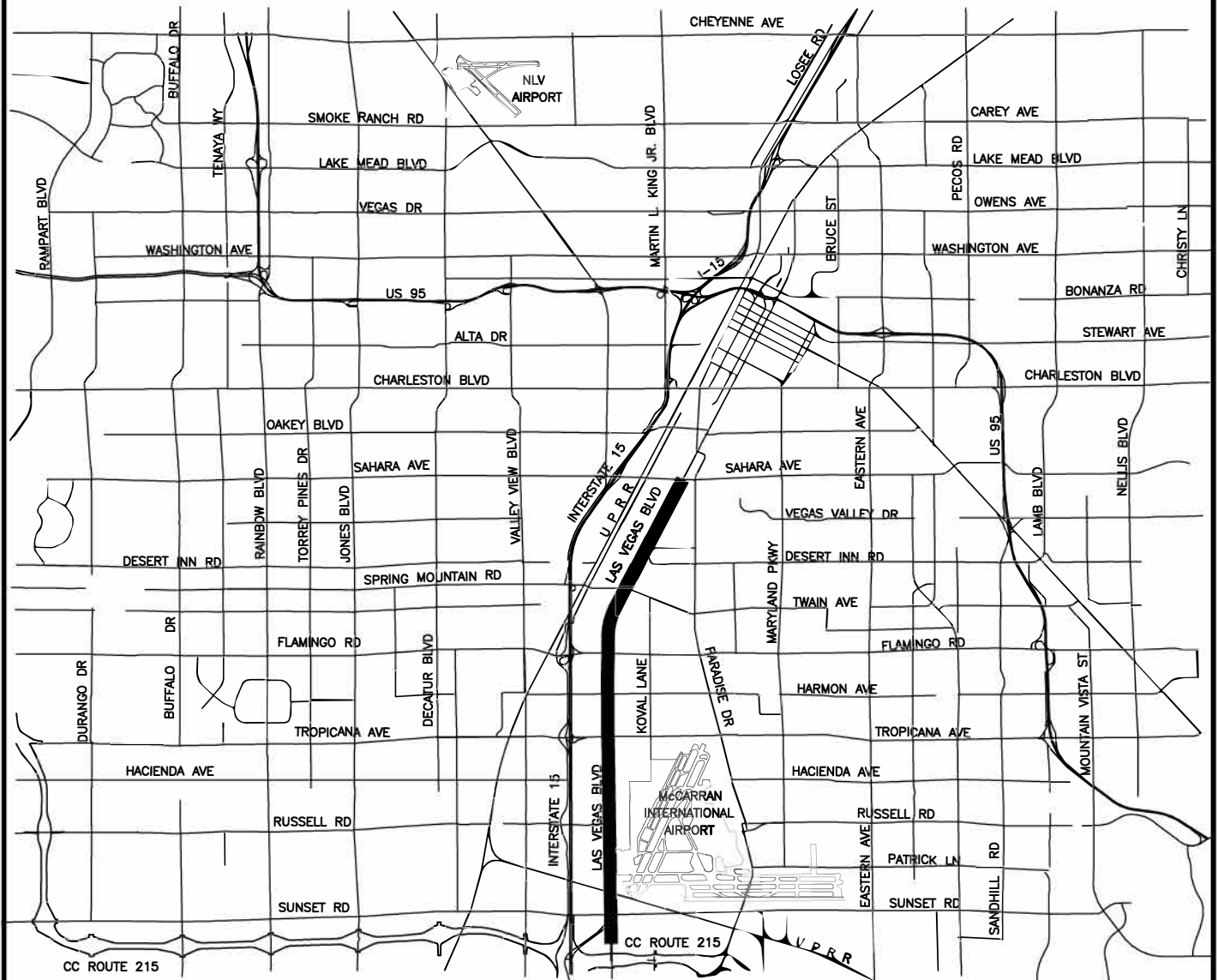
JJE:DJR:PJJ:RCP:kd

Attachments: Disclosure, Amendment, Exhibit

AGENDA
ITEM #

8

ATTACHMENT A



LAS VEGAS VALLEY WATER DISTRICT CONCEPTUAL DRAWING

NOT
TO
SCALE

DRAWN BY:
SDM
EDITED BY:
SDM
ENGINEER:
RCP

LAS VEGAS BOULEVARD IMPROVEMENTS, PHASE III



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	96
Corporate/Business Entity Name:	Kimley-Horn and Associates, Inc.
Doing Business As:	
Street Address:	421 Fayetteville St Suite 600
City, State, and Zip Code	Raleigh, NC 27601
Website:	https://www.kimley-horn.com/
Contact Name:	Kenneth Ackeret
Contact Email:	ken.ackeret@kimley-horn.com
Telephone No:	919-677-2000
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	6671 S Las Vegas Blvd, Suite #320
City, State, and Zip Code	Las Vegas, NV 89119
Local Website:	
Local Contact Name:	Aric Farnsworth
Local Contact Email:	aric.farnsworth@kimley-horn.com
Telephone No:	702-780-6624
Fax No:	

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: <i>(if applicable)</i>
100% Employee Owned with no one employee owning more than 5% of the company.

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

Additional Supplemental Information to be Attached?	More than ten Board members/officers?		More than ten Owners?	
--	---------------------------------------	--	-----------------------	--

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.

Signer Name:	Kenneth Ackeret
Signer Title:	Principal
Signer Email:	ken.ackeret@kimley-horn.com
Signed Date:	2022-11-18

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.

Ryan Pearson 
Signature

Digitally signed by Ryan Pearson
Date: 2023.02.01 09:00:27-08'00'

Ryan Pearson/Eng. Div. Manager
Print Name/Title

2/1/23
Date

AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 1

This Amendment No. 1 (Amendment) to the Amended and Restated Professional Services Agreement ("Amended and Restated Agreement"), is made by and between Kimley-Horn and Associates, Inc. ("CONSULTANT") and the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("DISTRICT"). DISTRICT and CONSULTANT are sometime hereinafter referred to individually as "Party" or collectively as "Parties." The "Effective Date" is the date of last signature on this Amendment.

WITNESSETH:

WHEREAS, the Parties entered into the original Agreement ("Agreement") on October 3, 2018, through which CONSULTANT would provide the DISTRICT with engineering services related to Contract No. C1497 – Las Vegas Boulevard Waterline Improvements,

WHEREAS, the Parties executed Amendment No. 1 to the Agreement on April 1, 2020, which revised the Scope of Work and Limitation on Costs associated project delivery and post-design services,

WHEREAS, the Parties executed an Amended and Restated Agreement on April 21, 2021, which amended the Limitation on Costs in Amendment No. 1, and

WHEREAS, the Parties desire to amend the Amended and Restated Agreement to add scope related to changed project phasing and efforts related to Engineering Services during construction.

NOW THEREFOR, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree to this Amendment to the Amended and Restated Agreement as follows:

- 1) REPLACE Exhibit A of the Amended and Restated Agreement with Exhibit A as attached to this Amendment No. 1 to the Amended and Restated Agreement.
- 2) REPLACE Paragraph 4 on Page 2 of 18 of the Amended and Restated Agreement with the following Paragraph No. 4.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$6,616,212.00.

All other terms and conditions of the Amended and Restated Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed the day and year last entered below.

Kimley-Horn and Associates, Inc.

Las Vegas Valley Water District

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this proposal to the Las Vegas Valley Water District (LVVWD, or "Client") to provide professional engineering services for the completion of the Waterline Design along Las Vegas Boulevard. The new waterline design directly supports planned security, roadway, and pedestrian improvements along Las Vegas Boulevard generally located between Sahara Avenue and Clark County 215 Beltway (CC-215). The design will follow the ongoing Alignment Study along this corridor and will be completed in conjunction with LVVWD improvement priorities and planned service upgrades, as detailed in the existing Master Plan. Our team's project understanding, scope of services, schedule and estimated fees are detailed below.

PROJECT UNDERSTANDING

The LVVWD Planning Division completed a comprehensive water pipeline Master Plan, dated September 2015, which focused on approximately 7.9 miles of Las Vegas Boulevard between Stewart Avenue to the Southern CC-215 Beltway. From this study, several water infrastructure recommendations were presented to include full waterline replacement, and the addition of parallel segments for localized service needs. As the Kimley-Horn team progresses with the preliminary waterline alignment study along this corridor, LVVWD and Clark County continue to coordinate efforts to ensure new waterline upgrades are integrated with planned roadway and pedestrian improvements in this area.

The project limits of the final design effort will not include the entire 7.9 miles of Las Vegas Boulevard, as detailed in the LVVWD Master Plan. Rather, our scope of services focuses on the waterline improvements from Sahara Avenue to CC-215 Beltway, and directly supports recommendations from the Master Plan along with preliminary alignment phasing and coordination between LVVWD and Clark County. Based on discussion with LVVWD staff, these improvements have been segregated into four (4) distinct phases. Refer to the attached Las Vegas Boulevard Watermain Improvement Exhibit, which details the following improvement phases.

- **Phase A – Sahara Avenue to Spring Mountain Road.** Replace existing pipeline with a single new 24-inch water main. Total length is approximately 6,800 linear feet.
- **Phase B – Spring Mountain Road to Harmon Avenue.** Replace existing pipeline with a single new 24-inch water main. Total length is approximately 6,800 linear feet.
- **Phase C – Harmon Road to Russell Road.** Replace existing pipeline with a new 36-inch water main and a parallel 12-inch service pipeline. Total length of each pipeline is approximately 8,500 linear feet.

- **Phase D – Russell Road to CC-215.** Replace existing pipeline with a single new 36-inch water main. Total length is approximately 8,000 linear feet.

SCOPE OF SERVICES

Based on the project understanding, waterline improvement phasing plan, and current alignment study being completed, we propose the following Scope of Services. Major design effort is based on the phased improvement plan, anticipating that Phase A (Sahara Avenue to Spring Mountain Road) will be designed first. The phased approach is intended to provide flexibility for LVVWD planning, allowing coordination with Clark County and other planned improvements along this corridor.

TASK 1. PHASE A DESIGN - SAHARA AVE TO SPRING MOUNTAIN RD

Design includes approximately 7,000 linear feet of new 24-inch waterline from Sahara Avenue to Spring Mountain Road. This segment is also referred to as Phase A by Clark County Public Works.

Task 1.1 Project Management. This effort provides budget for the day-to-day management and oversight of activities related to the Preliminary and Final Design of the new waterline.

Task 1.1.1 Kick-off Meeting – Review of scope of work and overall goals, milestones, deliverables and schedule for project.

Task 1.1.2 Progress Meetings – The engineering team shall participate in weekly project meetings to review progress, solicit comments, and answer questions. Monthly meetings with the Client shall be attended when requested by the Client, but not more than once per month.

Task 1.1.3 Project Scope and Schedule – Kimley-Horn will prepare a scope and schedule of tasks and deliverables to be integrated into overall schedule for the project.

Task 1.1.4 Communication – Kimley-Horn will copy Client on all critical emails and requests for information and provide electronic copies of all critical maps and information as they become available.

Task 1.1.5 Quality Assurance/Quality Control - Kimley-Horn will provide internal quality assurance and quality control measures on all submittals to LVVWD or associated agencies associated with this project.

Task 1.2 Supplemental Survey and Base Mapping. This effort will be done as a supplement to the survey and mapping being done for the Clark County Public Works Roadway project along Las Vegas Boulevard.

Task 1.2.1 Aerial Surveying Services. In addition to effort provided under the Alignment Study, this allows for supplement topographic survey using aerial photogrammetry, as needed.

Task 1.2.2 Design Survey. In addition to effort provided under the Alignment Study, this allows for supplemental topographic survey for engineering design purposes using

conventional field surveying methods to locate physical features, as needed.

Supplemental field measurements will be used to augment previous field located survey related to the Alignment Study effort, as needed. Field survey will locate general as-built physical features such as: edge of pavement; lip of curb; top back of curb; back of sidewalks including angle points and curved locations; traffic striping; signage; fencing or walls with top of wall and footing elevations; landscape areas; large trees and large shrubs; drop inlets, manhole rims and cleanouts (underground inverts, flow lines and pipe sizes are required); fire-hydrants and other above ground water related appurtenances; power and utility poles; street/area lighting; vaults, transformers and meters along with other surface evidence of underground utilities; structures with finish floor elevations; major landscaping features; swales, berms, channels and other significant natural ground features.

Task 1.3 Geotechnical Investigation. In addition to effort provide under the Alignment Study, this allows for subsurface soil investigation within the phased project limits. Soil samples will be collected and tested to provide a final Geotechnical Investigation Report, which will include soil information such as compatibility, corrosiveness, recommended trench shoring requirements, and bedding and backfill recommendations, as needed.

Task 1.4 Stakeholder Coordination. Kimley-Horn will work closely with LVVWD to conduct and participate in design phase Stakeholder Coordination meetings, both to address phased improvements and design progress. This includes meetings with local and regional utility agencies, railroad, Clark County, adjacent property owner/representatives, and fire/safety agencies. The type and frequency of Stakeholder Meetings will be established by LVVWD, and Kimley-Horn will support each meeting. Our Project Manager will be in attendance to address questions related to the new improvements during the design phase.

Task 1.5 OTS Review, Client Coordination and Review Comment Meetings. To expedite delivery of final design documents and ensure continued coordination, Kimley-Horn will conduct Over-the-Shoulder (OTS) design review meetings with LVVWD staff. Recommended OTS review will occur at 30%, 60%, and 90% phases, and will coincide with design status deliverables. Meeting minutes and design-related comments will be documents and issued to LVVWD along with subsequent phased deliverables. Kimley-Horn will provide status drawings and pipeline plan and profiles, as applicable, for each OTS workshop.

Task 1.6 - Task 1.10 Design Submittals. Kimley-Horn will prepare design phase drawings as follows. Drawings will include Plan and Profile (40-scale) per LVVWD layout and drawing standards. Plans will be developed to allow either stand-alone bidding or integration into other improvement plans, based on the specific requirements of LVVWD and adjacent agency work along the corridor.

- 60% Phase Progress Drawings and Specifications Outline
- 90% Phase Drawings and Draft Specifications
- Final (100%) Drawings and Specifications

Transmittal of progress and final drawings will be transmitted to related agencies, as required. In addition, and Engineer's Estimate of Probable Costs will be submitted at each design phase. The design will adhere to LVVWD standards and pipeline material and appurtenances will be in

accordance with recommendations and approval of the Alignment Study effort.

Task 1.11 Pre-Bid and Bid Phase Services. Kimley-Horn will support LVVWD in selection of a Contractor including pre-bid meeting attendance, preparation of addendum, and preliminary evaluation of Contractor references and past performance.

Task 1.12 Post-Design Phase Services. Kimley-Horn will support LVVWD in the review of Requests for Information (RFI), submittal review, and minor design review/revisions as required.

TASK 2. PHASE B DESIGN - SPRING MOUNTAIN RD TO HARMON AVE

Design includes approximately 6,600 linear feet of new 24-inch waterline from Spring Mountain Road to Harmon Avenue. This segment is referred to as Phases E and F by Clark County Public Works and will require the creation of two construction contracts.

Task 2.1 Project Management. This effort provides budget for the day-to-day management and oversight of activities related to the Preliminary and Final Design of the new waterline.

Task 2.2 OTS Review, Client Coordination and Review Comment Meetings. To expedite delivery of final design documents and ensure continued coordination, Kimley-Horn will conduct Over-the-Shoulder (OTS) design review meetings with LVVWD staff. Recommended OTS review will occur at 30%, 60%, and 90% phases, and will coincide with design status deliverables. Meeting minutes and design-related comments will be documents and issued to LVVWD along with subsequent phased deliverables. Kimley-Horn will provide status drawings and pipeline plan and profiles, as applicable, for each OTS workshop.

Task 2.3 - Task 2.9 Design Submittals. Kimley-Horn will prepare design phase drawings as follows. Drawings will include Plan and Profile (40-scale) per LVVWD layout and drawing standards. Plans will be developed to allow either stand-alone bidding or integration into other improvement plans, based on the specific requirements of LVVWD and adjacent agency work along the corridor.

- 60% Phase Progress Drawings and Specifications Outline
- 90% Phase Drawings and Draft Specifications
- Final (100%) Drawings and Specifications

Transmittal of progress and final drawings will be transmitted to related agencies, as required. In addition, and Engineer's Estimate of Probable Costs will be submitted at each design phase. The design will adhere to LVVWD standards and pipeline material and appurtenances will be in accordance with recommendations and approval of the Alignment Study effort.

Task 2.10 Pre-Bid and Bid Phase Services. Kimley-Horn will support LVVWD in selection of a Contractor including pre-bid meeting attendance, preparation of addendum, and preliminary evaluation of Contractor references and past performance.

Task 2.11 Post-Design Phase Services. Kimley-Horn will support LVVWD in the review of Requests for Information (RFI), submittal review, and minor design review/revisions as required.

TASK 3. PHASE C DESIGN - HARMON AVE TO RUSSELL ROAD

Design includes a new 36-inch waterline and a parallel 12-inch service line (each approximately 8,500 linear feet) from Harmon Avenue to Russell Road. This segment is referred to as Phases B and C by Clark County Public Works and will require the creation of two construction contracts.

Task 3.1 Project Management. This effort provides budget for the day-to-day management and oversight of activities related to the Preliminary and Final Design of the new waterline.

Task 3.2 OTS Review, Client Coordination and Review Comment Meetings. To expedite delivery of final design documents and ensure continued coordination, Kimley-Horn will conduct Over-the-Shoulder (OTS) design review meetings with LVVWD staff. Recommended OTS review will occur at 30%, 60%, and 90% phases, and will coincide with design status deliverables. Meeting minutes and design-related comments will be documents and issued to LVVWD along with subsequent phased deliverables. Kimley-Horn will provide status drawings and pipeline plan and profiles, as applicable, for each OTS workshop.

Task 3.3 - Task 3.9 Design Submittals. Kimley-Horn will prepare design phase drawings as follows. Drawings will include Plan and Profile (40-scale) per LVVWD layout and drawing standards. Plans will be developed to allow either stand-alone bidding or integration into other improvement plans, based on the specific requirements of LVVWD and adjacent agency work along the corridor.

- 60% Phase Progress Drawings and Specifications Outline
- 90% Phase Drawings and Draft Specifications
- Final (100%) Drawings and Specifications

Transmittal of progress and final drawings will be transmitted to related agencies, as required. In addition, and Engineer's Estimate of Probable Costs will be submitted at each design phase. The design will adhere to LVVWD standards and pipeline material and appurtenances will be in accordance with recommendations and approval of the Alignment Study effort.

Task 3.10 Pre-Bid and Bid Phase Services. Kimley-Horn will support LVVWD in selection of a Contractor including pre-bid meeting attendance, preparation of addendum, and preliminary evaluation of Contractor references and past performance.

Task 3.11 Post-Design Phase Services. Kimley-Horn will support LVVWD in the review of Requests for Information (RFI), submittal review, and minor design review/revisions as required.

TASK 4. PHASE D DESIGN - RUSSELL ROAD TO CC- 215

Design includes approximately 8,000 linear feet of new 36-inch waterline Russell Road to CC-215. This segment is referred to as Phase B by Clark County Public Works.

Task 4.1 Project Management. This effort provides budget for the day-to-day management and oversight of activities related to the Preliminary and Final Design of the new waterline.

Task 4.2 OTS Review, Client Coordination and Review Comment Meetings. To expedite delivery of final design documents and ensure continued coordination, Kimley-Horn will conduct Over-the-Shoulder (OTS) design review meetings with LVVWD staff. Recommended OTS review will occur at 30%, 60%, and 90% phases, and will coincide with design status deliverables. Meeting minutes and design-related comments will be documents and issued to LVVWD along with subsequent phased deliverables. Kimley-Horn will provide status drawings and pipeline plan and profiles, as applicable, for each OTS workshop.

Task 4.3 - Task 4.9 Design Submittals. Kimley-Horn will prepare design phase drawings as follows. Drawings will include Plan and Profile (40-scale) per LVVWD layout and drawing standards. Plans will be developed to allow either stand-alone bidding or integration into other improvement plans, based on the specific requirements of LVVWD and adjacent agency work along the corridor.

- 60% Phase Progress Drawings and Specifications Outline
- 90% Phase Drawings and Draft Specifications
- Final (100%) Drawings and Specifications

Transmittal of progress and final drawings will be transmitted to related agencies, as required. In addition, and Engineer's Estimate of Probable Costs will be submitted at each design phase. The design will adhere to LVVWD standards and pipeline material and appurtenances will be in accordance with recommendations and approval of the Alignment Study effort.

Task 4.10 Pre-Bid and Bid Phase Services. Kimley-Horn will support LVVWD in selection of a Contractor including pre-bid meeting attendance, preparation of addendum, and preliminary evaluation of Contractor references and past performance.

Task 4.11 Post-Design Phase Services. Kimley-Horn will support LVVWD in the review of Requests for Information (RFI), submittal review, and minor design review/revisions as required.

TASK 5 – PROJECT MANAGEMENT, COORDINATION & AGENCY SUBMITTALS

Task 5.1 – CCPW/District Coordination Services. Kimley-Horn will coordinate with LVVWD, Clark County Public Works (CCPW), CCPW's engineering consultant, and other project stakeholders to deliver the Project according to the program schedule, phasing, and sequencing established by CCPW. This coordination assumes 52 weekly meetings between Kimley-Horn and CCPW's design consultant, to be attended by up to two members of Kimley-Horn's staff, as well as 20 meetings between Kimley-Horn and LVVWD and/or CCWRD staff, to share and review files, discuss design impacts, coordinate solutions to design conflicts, discuss contract requirements, and cooperatively prepare bidding documents.

Task 5.2 – Agency Submittals. Kimley-Horn will prepare, submit, and coordinate responses to additional Agency design submittals as well as franchise utility submittals that will occur due to the further dividing of the project into more phases. This task includes an allowance for Kimley-Horn to manage the stopping, rephasing, and re-starting of work in progress.

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION (ESDCs)

Task 6.1 – Submittal Review. Kimley-Horn will manage, review, and respond to technical submittals and/or shop drawings, and indicate whether the submitted products or technical information conform with the contract documents and other associated Las Vegas Valley Water District standards, specifications, and literature.

Task 6.1.1- Phase B, this task assumes review and response to a total of 180 technical submittals, whether those submittals are original or repeat reviews.

Task 6.1.2 - Phase E/F, this task assumes review and response to 280 technical submittals, whether those submittals are original or repeat reviews.

Task 6.1.3 - Phase C/D, this task assumes review and response to 200 original submittals as well as 50 reviews of resubmittals.

Task 6.1.4 - Phase G, this task assumes review and response to 120 original submittals as well as 60 reviews of resubmittals.

Task 6.2 – Record Drawings. Kimley-Horn will incorporate Contractor and Client-provided as-built mark ups into the drawings for the purpose of documenting the actual built work “as constructed”. Kimley-Horn will prepare a final record drawings submittal and provide to the Client for use in recording the project into the Client’s asset management system (“Red Eye”). This task includes preparation of record drawings for Phase A, Phase B, Phase E/F, Phase C/D and Phase G.

Task 6.3 – Status Meetings. Kimley-Horn will attend up to 80 weekly virtual status meetings with the Client’s project team during construction. The purpose of these meetings will be to discuss current construction issues, action items, RFIs and possible solutions, submittals, and CCAs. The meeting will be attended by up to two (2) members of Kimley-Horn’s design team. Kimley-Horn will also attend up to 160 weekly construction meetings and/or pre-activity meetings. Kimley-Horn’s attendance at this meeting will be to aid in communicating design intent to the Contractor, interpret the drawings and specifications, and stay up to date with construction issues, and upcoming actions needed by Kimley-Horn. Construction meetings are to be attended by one (1) member of Kimley-Horn’s design team.

Task 6.4 – Construction Change Authorizations and Requests for information. Kimley-Horn will review, comment on, and when appropriate, sign Construction Change Authorization (CCA) requests. This task assumes 30 CCAs, regardless of phase. Also under this task, Kimley-Horn will review and respond to up to 150 Contractor Requests for Information (RFIs), regardless of phase. Kimley-Horn’s response to RFIs will include preparation of a written response and accompanying exhibits as necessary. Draft responses will be distributed to LVVWD staff for review and comment prior to submission back to the Contractor.

TASK 7 – PHASE C/D WATERLINE DESIGN

Task 7.1 – Updating Vertical Control. Kimley-Horn will coordinate with CCPW to obtain and introduce new topographic survey information into the drawings to reconcile elevation differences observed between the original aerial mapping and the field conditions encountered during construction of previous phases. New topographic information is to be provided by others.

Task 7.2 – Verification of Existing Utilities. Kimley-Horn will review utility as-built drawings, previously completed exploratory potholes, and other available records to verify and adjust the elevations of known / found utilities in the drawings once a new surface and surface profile are introduced into the design. Once the depth and/or elevation of existing utilities has been updated, Kimley-Horn will coordinate with LVVWD to discuss any changes or updates that have occurred during the period that this phase of the project has been on hold. Kimley-Horn will identify specific service lateral requirements, operations and maintenance requirements, and will coordinate with CCPW’s consultant to evaluate and accommodate any specific stakeholder needs, if possible.

Task 7.3 – Verify Waterline Profile. Kimley-Horn will reassess the vertical design of the pipeline and re-design as required to prevent conflicts with existing utilities, comply with LVVWD design standards, promote constructability, and optimize ease of future operations and maintenance. This assessment will be completed for the entire 36-inch mainline, the parallel 12-inch on the west side of Las Vegas Blvd, and all laterals.

TASK 8 – PHASE G WATERLINE DESIGN

Task 8.1 – Updating Vertical Control. Kimley-Horn will coordinate with CCPW to obtain and introduce new topographic survey information into the drawings to reconcile elevation differences observed between the original aerial mapping and the field conditions encountered during construction of previous phases. New topographic information is to be provided by others.

Task 8.2 – Verification of Existing Utilities. Kimley-Horn will review utility as-built drawings, previously completed exploratory potholes, and other available records to verify and adjust the elevations of known / found utilities in the drawings once a new surface and surface profile are introduced into the design. Once the depth and/or elevation of existing utilities has been updated, Kimley-Horn will coordinate with LVVWD to discuss any changes or updates that have occurred during the period that this phase of the project has been on hold. Kimley-Horn will identify specific service lateral requirements, operations and maintenance requirements, and will coordinate with CCPW's consultant to evaluate and accommodate any specific stakeholder needs, if possible.

Task 8.3 – Verify Waterline Profile. Kimley-Horn will reassess the vertical design of the pipeline and re-design as required to prevent conflicts with existing utilities, comply with LVVWD design standards, promote constructability, and optimize ease of future operations and maintenance. This assessment will be completed for the entire 36-inch mainline, the parallel 12-inch on the west side of Las Vegas Blvd, and all laterals.

SERVICES NOT INCLUDED AND ASSUMPTIONS

Any other services, including but not limited to the following, are not included in this Agreement but can be added through a contract modification or on a cost-plus basis as outlined in Additional Services below.

- Hydraulic Water System Modeling
- Construction Phase / Post-Design Phase Services

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following: record drawings, and history of site performance, and historic operational data and costs. Some of this information has already been provided to Kimley-Horn.

SCHEDULE

We will provide our services as expeditiously as practical to meet mutually agreed upon schedule. Additional services will be completed in a timely manner after they are authorized.

FEE AND EXPENSES

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client; should the Client request Kimley-Horn to advance such project fees on the Client's behalf, a separate invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the Client.

RATES AND FEES

Phase A	\$911,372.00
Phase B	\$994,978.00
Phase C	\$1,309,836.00
Phase D	\$797,290.00
Post-Design Phase Services	\$795,000.00
Project Management, Coordination & Agency Submittals	196,060.00
Engineering Services During Construction	798,820.00
Phase C/D	288,700.00
Phase G	332,050.00
SUBTOTAL	\$6,424,106.00
Contingency	<u>\$192,106.00</u>
FINAL TOTAL	\$6,616,212.00

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

June 6, 2023

Subject:

Cost-of-Living Wage Adjustment

Petitioner:

David L. Johnson, Deputy General Manager, Operations

Recommendations:

That the Board of Directors approve a cost-of-living wage adjustment of 4 percent for employees represented by the Las Vegas Valley Public Employees Association, the Water Employees Association of Nevada, the Water Supervisors Association of Nevada, Teamsters Local Union No. 14, and for non-represented employees, effective in July 2023, for a total adjustment of approximately \$5,594,745.

Fiscal Impact:

Costs for these adjustments total approximately \$5,594,745 for Fiscal Year 2023/24 and are available in the District's adopted Operating Budget.

Background:

On June 1, 2021, the Board of Directors approved Collective Bargaining Agreements (CBAs) between the District and the Las Vegas Valley Public Employees Association (LVVPEA), the Water Employees Association of Nevada (WEANV), the Water Supervisors Association of Nevada (WSAN), and Teamsters Local Union No. 14 (Teamsters), each of which included an annual cost-of-living wage adjustment for their respective member employees. Pursuant to Article 4 of the LVVPEA CBA, Article 38 of the WEANV CBA, Article 38 of the WSAN CBA, and Article 17 of the Teamsters CBA, and effective with the first full pay period in July of each year, represented employees receive a cost-of-living wage adjustment (COLA) equal to the March-over-March increase per the Consumer Price Index, All Items, All Urban Consumers, Pacific Cities, West A (CPI Index). In addition, each of the CBAs provides that if the CPI Index exceeds 3 percent, the COLA adjustment is automatically reopened for discussion.

In April and May 2023, reopener discussions occurred between each of the organizations and the District. Pursuant to those discussions, the Board is being asked to approve a CPI Index adjustment to LVVPEA, WEANV, WSAN, and Teamsters wages this year. If approved, the COLA amount applied in July 2023 for all represented employees will be 4 percent. The approximate adjustments would be as follows: LVVPEA - \$636,712; WEANV - \$1,099,780; WSAN - \$189,339; and Teamsters - \$523,245.

In addition to represented employees, the District employs non-represented employees, including professional engineers, scientists, information technology staff, analysts, management, and some hourly personnel. On June 1, 2021, the Board of Directors approved an annual cost-of-living wage (COLA) adjustment for the District's non-represented employees to correspond with adjustments for the District's represented employees under Board-approved collective bargaining agreements, effective July 1, 2021, through June 30, 2026. By approval of this item, the Board will authorize a Fiscal Year 2023/24 COLA adjustment of 4 percent for non-represented employees (amounting to approximately \$3,145,669) to correspond with represented employee adjustments.

This action is authorized pursuant to NRS Chapter 288 and Sections 9(1) and 9.5(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:DLJ:MEM:td
Attachments: None

AGENDA
ITEM #

9

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

June 6, 2023

Subject:

Conduct Public Hearing

Petitioner:

E. Kevin Bethel, Chief Financial Officer

Recommendations:

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 2023A, in the maximum aggregate principal amount of \$230,000,000 for the purpose of financing water projects for the Las Vegas Valley Water District.

Fiscal Impact:

The costs of the debt will be paid from water revenues.

Background:

On March 21, 2023, the Board of Directors adopted the 2023A DMC Notice Resolution, which requested that the Clark County Debt Management Commission (DMC) meet and approve the District's proposal to issue bonds. On April 6, 2023, the DMC met and approved the proposal.

On May 2, 2023, the Board adopted the 2023A Resolution of Intent to Issue Bonds (LVVWD) (2023A Resolution of Intent), which authorized the Chief Financial Officer to arrange for the sale of a maximum aggregate principal amount of \$230,000,000 in general obligation (limited tax) water bond (additionally secured by pledged revenues). The 2023A Resolution of Intent authorized the publication of a notice of intent to issue the bonds, which was initially published on May 5, 2023, and a notice of public hearing scheduled for June 6, 2023, at 9:00 am.

The notice of public hearing was published three times, on May 5, 12, and 19, 2023, the last publication was at least ten days in advance of the June 6, 2023, public hearing date. The President is requested to open the public hearing, accept any public comment, and close the public hearing. No other action is required by the Board.

This public hearing is authorized pursuant to NRS 350.020(3) and Section 1(10) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this agenda item.