



A G E N D A
JOINT MEETING OF THE
LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS
BIG BEND WATER DISTRICT BOARD OF TRUSTEES
AND KYLE CANYON WATER DISTRICT BOARD OF TRUSTEES

REGULAR MEETING
9:00 A.M. – DECEMBER 5, 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: November 28, 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.

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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 December 4, 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 joint meeting of November 7, 2023.

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

Las Vegas Valley Water District – CONSENT AGENDA

2. *For Possible Action:* Approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Rampart Boulevard Charleston Boulevard to Vegas Drive Roadway Improvements Project.
3. *For Possible Action:* Approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Drought Response Program: Drought Resiliency Projects grant program seeking \$807,462.
4. *For Possible Action:* Ratify the submission of documents to effectuate opting out of a proposed PFAS class action settlement with DuPont and approve submission of documents necessary to effectuate opting out of a proposed PFAS class action settlement with 3M Company.

Big Bend Water District – CONSENT AGENDA (*Las Vegas Valley Water District Board of Directors sitting as the Big Bend Water District Board of Trustees*)

5. *For Possible Action:* Ratify the submission of documents to effectuate opting out of a proposed PFAS class action settlement with DuPont and approve submission of documents necessary to effectuate opting out of a proposed PFAS class action settlement with 3M Company.
6. *For Possible Action:* Approve and authorize the General Manager to sign Change Order No. 2 to the contract with U.S. Mechanical, LLC, for the replacement of air conditioning equipment to serve the ozone generator system, extending the completion date by 404 calendar days.

Kyle Canyon Water District – CONSENT AGENDA (*Las Vegas Valley Water District Board of Directors sitting as the Kyle Canyon Water District Board of Trustees*)

7. *For Possible Action:* Ratify the submission of documents to effectuate opting out of a proposed PFAS class action settlement with DuPont and approve submission of documents necessary to effectuate opting out of a proposed PFAS class action settlement with 3M Company.

BUSINESS AGENDA

Las Vegas Valley Water District

8. *For Possible Action:* Approve a resolution approving the form of the Amended and Restated SNWA/LVVWD Master Bond Repayment Agreement and authorizing District Officers to execute the agreement and take all actions necessary to effectuate the provisions of the resolution.
9. *For Possible Action:* Approve a Purchase and Sale Agreement and Joint Escrow Instructions and authorize the General Manager to sign any ministerial documents necessary to effectuate the purchase of real property, Clark County, Nevada, Assessor Parcel No. 139-31-601-004, from Meadow View Associates, LLC, and BOYDT2, LLC, in the amount of \$21,250,000.
10. *For Possible Action:* Award a bid for the supply of diesel fuel to Pilot Thomas Logistics, LLC, in the amount of \$2,552,343 and authorize a contingency of 25 percent for fluctuations in pricing and volume, contract renewals of four additional one-year terms with annual price and volume increases of up to 35 percent per term, and the General Manager to sign the purchase agreement.

COMMENTS BY THE GENERAL PUBLIC

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

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 7, 2023
MINUTES**

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

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

STAFF PRESENT: John Entsminger, Doa Ross, Dave Johnson, 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

Laura McSwain, 2727 Ashby Ave., spoke on agenda item #12 and asked how the excessive use charge is presented in the District's Annual Financial Report. She stated that upon board approval, it was said that the revenue from the excessive use charge would be part of general revenue, but that it has also been stated that the funds would go toward conservation. She stated that there is no tracking or monitoring of where the money is going.

Ed Uehling, Las Vegas, spoke on item #11 and asked why the board would delegate more administrative authority to the General Manager, when there is already much in question about the District's leadership.

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 October 3, 2023. The motion was approved.

Las Vegas Valley Water District

CONSENT AGENDA Items 2 – 9 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. Approve and authorize the General Manager to sign Change Order No. 1 to the contract with Bravo Underground, Inc., for pipeline replacements in Viking Road, Topaz Street and Pacific Street, extending the final completion date by 106 calendar days.
3. Approve and authorize the General Manager to sign Change Order No. 2 to the contract with Acme Underground, Inc., for pipeline replacements, in an increased amount not to exceed \$1,267,820.
4. Approve and authorize the General Manager to sign Change Order No. 2 to the contract with Wadley Construction, Inc., for pipeline replacements in an increased amount not to exceed \$483,411 and a time extension of the completion dates by 5 calendar days.
5. Approve and authorize the General Manager to sign Change Order No. 4 to the contract with SHF International LLC to construct a Springs Preserve event site, extending the final completion date by 86 calendar days.
6. Approve and authorize the General Manager to sign Change Order No. 5 to the contract with Harber Company, Inc., dba Mountain Cascade of Nevada, to install and connect pipelines in Deer Springs Way, extending the completion dates by 88 calendar days.
7. Approve and authorize the General Manager to sign Change Order No. 6 to the contract with M.M.C., Inc., for the construction of the Centennial 2635 Zone Reservoir and 2745 Zone Pumping Station in an increased amount not to exceed \$11,066, and extend the completion dates by 123 calendar days.

8. **Approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Lake Mead-Losee to Simmons Complete Street Upgrades Project.**
9. **Approve and authorize the General Manager to sign an interlocal agreement between the Clark County School District and the District pursuant to which the Clark County School District will pay the District an estimated \$316,183 for certain asphalt installation costs as part of pavement restoration on a segment of St. Louis Avenue in conjunction with miscellaneous pipeline replacements.**

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

BUSINESS AGENDA

10. **Approve and authorize the General Manager to sign an agreement between CDJT Builders LLC and the District for developer participation in the cost of future infrastructure and authorize the District to receive from CDJT Builders LLC an amount not to exceed \$80,000 for future pressure regulating valve construction.**

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

11. **Adopt a resolution that delegates additional administrative authority to the General Manager and his designees, and ratifies previous actions taken in accordance therewith.**

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

12. **Accept the Las Vegas Valley Water District's Annual Comprehensive Financial Report, including the corresponding Independent Auditors' Report on Financial Statements and Other Supplementary Information for the Fiscal Year ended June 30, 2023, and authorize its submission to the Nevada Department of Taxation.**

Kevin Bethel, Chief Financial Officer, presented the Las Vegas Valley Water District's Annual Financial Report. Mr. Bethel reported that the audit with Baker Tilly US, LLP went extremely well and within the auditor's required communications, there were no findings, and it was an unmodified, or clean, opinion.

FINAL ACTION: A motion was made by Vice President Gibson to accept the District's Annual Comprehensive Financial Report. The motion was approved.

Big Bend Water District (Las Vegas Valley Water District Board of Directors sitting as the Big Bend Water District Board of Trustees)

13. **Accept the Big Bend Water District's Annual Financial Report, including the corresponding Independent Auditors' Report on Financial Statements and Other Supplementary Information for the Fiscal Year ended June 30, 2023, and authorize its submission to the Nevada Department of Taxation.**

Kevin Bethel, Chief Financial Officer, presented the Big Bend Water District's Annual Financial Report. Mr. Bethel reported that in the auditor's (Baker Tilly US, LLP) required communications, there were no findings and an unmodified opinion, with no internal control weaknesses.

FINAL ACTION: A motion was made by Director Naft to accept the District's Annual Financial Report. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

Pete Foley, 4512 Fernbrook Rd., stated that issuing fines to people for the use of water is wrong, especially at a time when inflation is impacting so many people. He stated that the excessive use policy is discriminatory because it impacts the older, larger properties in the valley. He stated that the board is out of touch with the residents of Clark County and that the continued development of Las Vegas is detrimental to those residents who have been here a long time.

Carol Reynolds, 2740 Mann St., a long-time resident of Las Vegas stated that residential customers have been declared enemies by the Water District, adding that the District's recent marketing campaigns have been offensive. She stated that the lack of community input further illustrates the condescension by the District, adding that these new charges are punitive and designed to cause pain to residents.

Diane Henry, 7525 Coley Ave., agrees that water conservation is important, but that the excessive use fees are unfair as it only applies to single-family residences in Las Vegas, and not the other Southern Nevada cities. She stated that this was not communicated or implemented well, adding that it is unfair that this policy was implemented before people were given a chance to adjust their landscape accordingly or before leak detection technologies were implemented. She stated that the additional earned revenue should be used to expand the leak adjustment program to more than just a one-time credit.

Rebecca Osbourne, formerly of 4735 Designer Way, asked how much research was conducted by the board before approving the excessive use charge policy. She stated that she does not own property in Clark County but is currently renting a home, adding that she is stuck between the water district and a landlord and can no longer afford to pay rent and the excessive use charge that comes with watering to satisfy contracts with landlords, as she has no legal authority to change or alter the landscape of the property she is renting.

John Copeland, 3065 S. Torrey Pines, stated that last month he received a voicemail from the Water District notifying him of continuous water flow. He subsequently found and fixed a leak and installed a system to detect future leaks. He stated that he is going to receive a one-time leak adjustment refund, but encouraged the District to improve its leak detection capabilities.

Norm Schilling, 767 Rossmore Dr., has been a horticulturist and arborist for 35 years. He stated that the new excessive use policy enacted by the water district is inordinately impacting the urban forest, especially on large properties. He stated that many of the large, older trees are dependent on nearby lawns and many times when turf is removed, nearby trees die. He said the number one mitigating factor of the valley's heat index is the urban forest, adding that there are many things the Southern Nevada Water Authority can do to help remedy this situation. He asked the board to reconsider the excessive use policy and its approach.

Robert Manring, 9835 Bright Angel Way, stated that he removed the lawn in his backyard lawn due to excessive use fees and that he has a multi-generational house with many people living with him due to rising inflationary costs. He stated that he will continue to pay his water bill but will no longer pay the excessive use fees.

Robert Casper, 9045 Patinagem Ave., stated that trees on his property are dying because he cannot water them properly without being fined. He stated that no one in his neighborhood knew about this policy and felt blindsided. He asked why the commission continues to approve development when Las Vegas has a water crisis.

Mark Craven, 2121 S. Cimarron Rd., stated that he has many trees on his property and a couple are in the process of dying because the surrounding land has less water and they can't water the trees enough without receiving an excessive use fine. He stated that this policy is unfair because it does not apply to everyone in the valley.

Christopher Allen, 1125 Cahlan Dr., stated that the excessive use fees are unfair, and that one size does not fit all. He said that yards and trees in his neighborhood are dying, and the excessive use charge is taking its toll. He said that spraying the valley with cash to incentivize new tree planting is disturbing while those who have established trees are not able to properly care for them, adding that instead of spending money on needless advertising campaigns, the district should focus on finding a real solution to the water crisis.

Mara Meservy, 2718 Mason Ave., reported that her children live at the following addresses, 3444 Lacebark Pine St., 1330 Darmak Dr., and 1141 Barnard Dr., and that all of them have been impacted by the excessive use charge. She stated that they have tried to adjust landscaping and conserve water but are still fined. She stated that her property values are decreasing due to the poor landscapes and upkeep of nearby properties, because they cannot afford to properly care for them.

Faye Bradford, 4125 E. Oquendo Rd., has lived in Las Vegas for 32 years and has an older, larger property. She said that she can no longer enjoy her beautiful landscaping that she has worked so hard over many years to install. She stated that larger lots should not have the same water use thresholds as smaller lots.

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Debbie Hawkins, 28 Congressional Ct., has lived in Las Vegas since 1987 and has raised her family here. She stated that she is tired that growth and development are prioritized over the quality of life of existing residents.

Mike Partridge, 8037 Echo Cliff Ln., a master gardener and retired engineer, stated that the Water District has set policies that have harmed the quality of life of residents and negatively affected property values with inaccurate and incomplete information.

Cindy Savino, 2122 Edgewood Ave., owns her property and the private road adjacent. She stated that they planted more than 40 trees in accordance with the laws in that area. She stated that her summer water bills have increased from \$500/mo. on average to more than \$2,000/mo. due to the excessive use charge, adding that her property helps reduce the heat index and this policy is unfair. She stated that she has sent letters to both the board and the Water District but has not been contacted by either.

Laura McSwain, spoke about the oasis concept which talks about the importance of turf and trees in homes and residences as they impact air quality. She requested that the board and District reset and go back to the basics.

Kent Wallace, 9445 W. El Campo Grande, stated that he is a living water feature expert and that the Las Vegas valley is filled with expertise in related industries, and that those individuals should be consulted. He stated that some experts approached the Water District looking to help but were turned away. He asked the board to put together a commission of industry experts to help improve this situation.

Julie Christensen, 2000 Homeview Ct., built her home in 1988 and developed a beautiful property over the years. She stated that she has recently been slammed with high water bills and feels that the excessive use charge is discriminatory and will negatively impact her property values. She stated that the Water District needs to focus on finding new water resources.

Margaret Matherly, 10629 Shoalhaven Dr., stated that she has desert landscaping in her front yard and a small plot of grass in her backyard, and that her trees help shade her house and grass. She stated that this is a fiasco.

Tara Anderson, 2104 Frontier Ave., stated that she is not impacted by the excessive use charge, but enjoys the urban tree canopy. She stated that the issue with the policy is that it undermines every rule to the matters of land use and planning that Southern Nevada abides by, adding that this policy renders properties valueless.

Andrew Reitz, 1912 Bluejay Cir., stated that Hoover Dam was built to regulate water for Las Vegas and that water is being wasted down the river and cannot be recaptured. He stated that he reported a leak on Jones Blvd. and called both the water district and Commissioner Miller's office, but that the leak was not repaired until more than one week later, wasting an exorbitant amount of water. He stated that this policy is not equitable and is unfair.

Denise Reitz, 1912 Bluejay Cir., stated that the board represents its constituents and that as the board of directors of the Las Vegas Valley Water District, there is a work to do and a response that needs to happen.

Ed Uehling, Las Vegas, stated that developers in the valley get whatever they want from this board. He said that he has spoken many times to the board about this increased heat index on the east side of the valley.

Ernesto & Cynthia Savino, and Kathleen Bellucci submitted public comment in advance of the meeting. Their comments are attached to these minutes.

Adjournment

There being no further business to come before the board, the meeting adjourned at 10:15 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.

Ernesto & Cynthia Savino
2122 Edgewood Ave.
Las Vegas, NV 89102

General Manager's Office
Molasky Building

OCT 24 2023

Received

October 17, 2023

Southern Nevada Water Authority

John Entsminger, GM, David Johnson, Deputy GM, Colby Pellegrino Deputy GM, Doa Ross, Deputy GM, E Kevin Bethel CFO, Gregory J Walch, General Counsel

Clark County Board of Directors

Marilyn Kirkpatrick, President, James Gibson, VP, Justin Jones, William McCurdy II, Ross Miller, Michael Naft, Tick Segerblom, Scotch 80's District E, Clark County Commissioners.

LVVWD

1001 South Valley View Blvd.
Las Vegas, NV 89153

RE: Account #1131032962-5

DISPUTED EXCESSIVE USE CHARGE
PAYMENT UNDER DURESS

As you are aware, LVVWD "FOR PROFIT" excessive use charge is completely an act of thievery. We dispute this payment and will every month until the water district can justify a fair billing plan to the residents who hold property of over 1 ½ acers. The LVVWD, SNWA, and Clark County Commissioners are responsible for killing our trees, we lost 1 in the front yard and several are struggling on the private street we have lost 16 of our plants on our property between the front and back yard. We have owned this property since 2008. This is not a fair act and **should not be based on** a single household receiving a allowed amount of water which is based on the same for a 1300 square feet of property. This allotment of water law should be tied to the size of property, this is the only fair way to calculate water usage. This "FOR PROFIT" fee is unlawful, and this payment is made under duress and in dispute.

So far this year, January 26, 2023, thru September 26, 2023, we have paid an unlawful fee of \$4,635.00. This is an unfair act of thievery, and we demand a full refund.

Regards,


Cynthia Savino
Ernesto Savino

From: [Kat Bellucci](#)
To: [&PublicComment](#)
Subject: {External} Water Fairness Coalition
Date: Sunday, October 29, 2023 3:06:22 PM

Some people who received this message don't often get email from bellucci823@gmail.com. [Learn why this is important](#)

I have been a home owner for over 30 years in Clark Count and I find it insulting, manipulative, and greedy to increase rates because of the size of our home lots!!

Additionally, I pay close attention to the water rules and regulations and shouldn't have to pay more because i have more property. I pay enough just following the normal charges never mind being penalized because my home is on a larger lot It's ridiculous. If you want a good comparison, it is same as me having to work a second and 3rd job just to pay for The health insurance of someone who doesn't want to work or is here in this country illegally (as I have had to do since obamacare) !!!!

Please bring common sense back to our water district. We are in no jeopardy of running out of water anytime soon and we have already paid for the upgrades to ensure we have enough water to last us another century. Please tell the water district we have paid enough !!

Kathleen Bellucci
9'Cozy Glen Cir
Henderson NV 89074
[Bellucci823@gmail.com](mailto:bellucci823@gmail.com)

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

December 5, 2023

Subject:

Agreement

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Rampart Boulevard Charleston Boulevard to Vegas Drive Roadway Improvements Project.

Fiscal Impact:

None by approval of the above recommendation.

Background:

The City of Las Vegas (City) has submitted plans to the District for the installation of two 1-inch irrigation meters with two 1-inch reduced pressure principle assemblies at the project known as Rampart Boulevard Charleston Boulevard to Vegas Drive Roadway Improvements, Project No. 139794 (Project). This Project is located at Rampart Boulevard north of Charleston Boulevard and north of Canyon Run Drive.

If approved, the attached Interlocal Agreement No. 139794-A (Agreement) provides the terms and conditions for the installation of the water facilities, as generally shown on Exhibit A of the attached Agreement, at the City's sole expense. During construction, the City will ensure payment for all construction water use and provide the District with easements to the water facilities. Upon completion of the Project, the water facilities will become the property of the District.

This agreement is being entered into pursuant to NRS 227.180 and Sections 1(5) and 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
RAMPART BOULEVARD CHARLESTON BOULEVARD TO VEGAS DR ROADWAY IMPROVEMENTS**

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

RECITALS

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

WHEREAS, the CITY is engaged in the development of street and landscape improvements, generally located in Rampart Boulevard between Charleston Boulevard and Vegas Drive as depicted on "Exhibit A", and is desirous of receiving potable water for two irrigation services from the DISTRICT, further referenced as Clark County Assessor's Parcel Numbers 138-29-499-001 and 138-32-399-001, and has made application for water service to said project; and

WHEREAS, the CITY is engaged in the construction of street improvements, including two landscape irrigation services, and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

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

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

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

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. This Agreement provides a water commitment on a conditional basis only for landscape improvements in Rampart Boulevard between Charleston Boulevard and Vegas Drive, further referenced as Clark County Assessor Parcel Numbers 138-29-499-001 and 138-32-399-001. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. In the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

- D. The CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement, including those sections pertaining to the water commitment process.
- E. At the CITY'S sole cost and expense, the CITY shall furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

RAMPART BOULEVARD CHARLESTON BOULEVARD TO VEGAS DRIVE ROADWAY IMPROVEMENTS

Utility Plan(s) (UU1 – UU8)

- F. Said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. Said WATER FACILITIES shall be constructed in the location shown, in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. All work shall be subject to inspection and approval by an authorized representative of the DISTRICT; and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. The CITY shall comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement, including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E, above.
- J. At the CITY'S sole cost and expense, the CITY shall perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At the CITY'S sole cost and expense, the CITY shall disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. Connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. The WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with the DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.
- N. The CITY shall furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated streets or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by the DISTRICT can be placed upon it, that the DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access

to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by the DISTRICT and are in compliance with state laws and regulations.

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

ARTICLE II

DISTRICT AGREES:

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

- C. If required as a condition of the DISTRICT'S Service Rules, the DISTRICT shall refund to the CITY any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

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

without the prior written consent of the non-assigning party. This Agreement is not intended by the Parties to create any right in or benefit to parties other than the DISTRICT and the CITY. This Agreement does not create any third-party beneficiary rights or causes of action.

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

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the 1st day of November, 2023.

CITY OF LAS VEGAS

LAS VEGAS VALLEY WATER DISTRICT


Carolyn G. Goodman, Mayor


Marilyn Kirkpatrick, President
Board of Directors

ATTEST:


LuAnn D. Holmes, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 9/26/23
Deputy City Attorney

John S. Ridilla
Chief Deputy City Attorney



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

EXHIBIT A
WATER FACILITIES
Rampart Boulevard Charleston Boulevard to Vegas Drive Roadway Improvements
LVVWD Project No. 139794-A

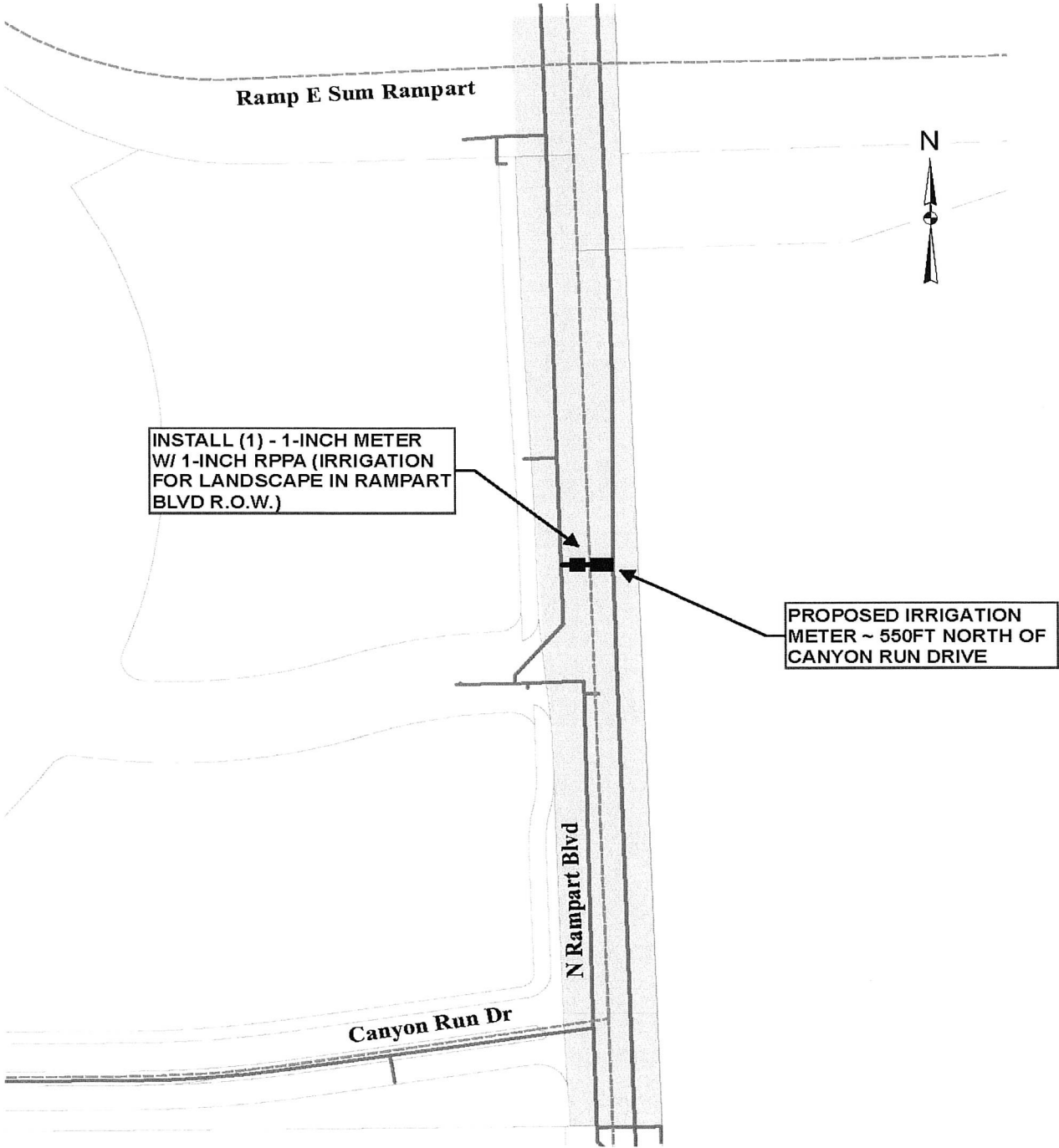


EXHIBIT A
WATER FACILITIES
Rampart Boulevard Charleston Boulevard to Vegas Drive Roadway Improvements
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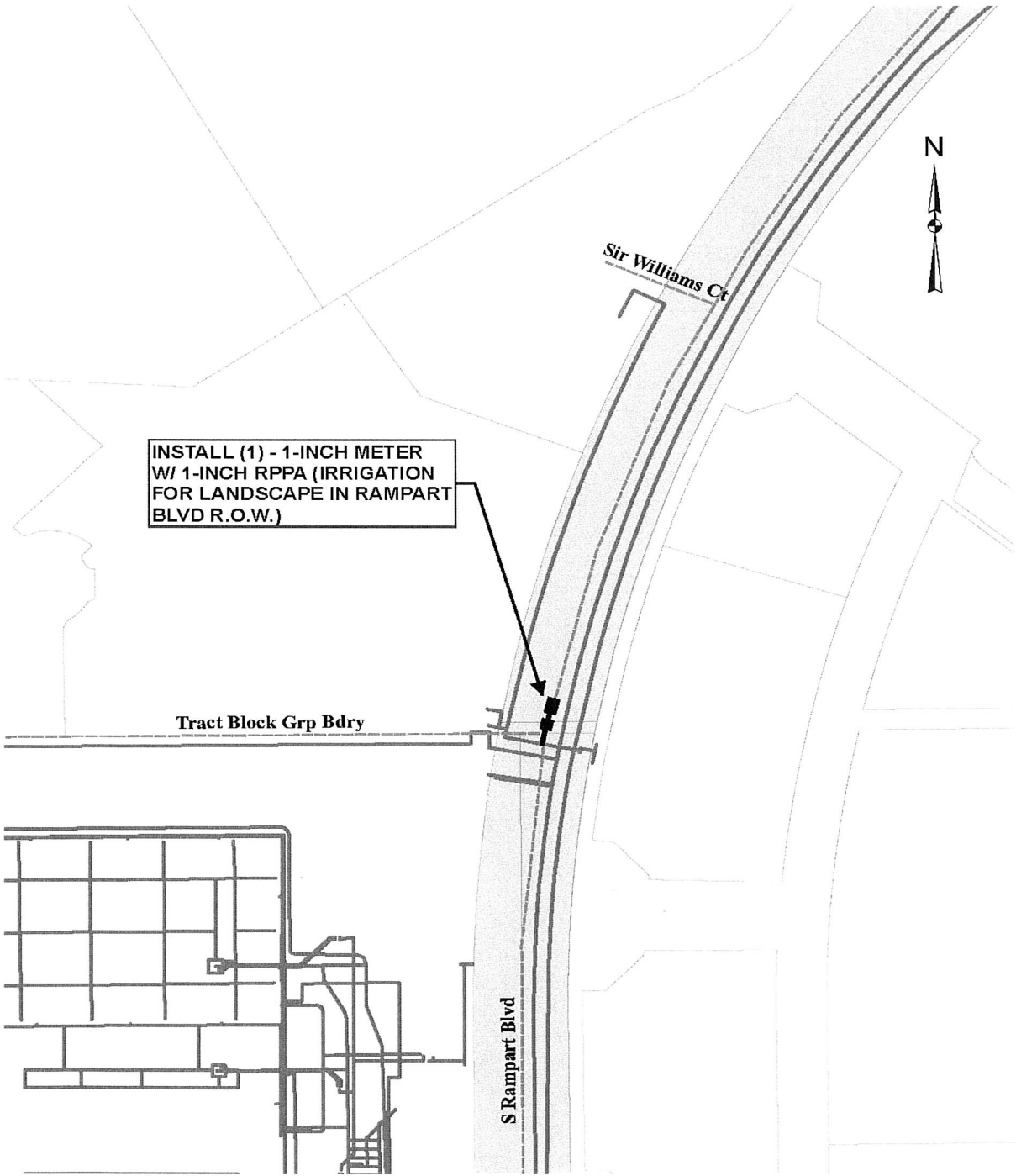


EXHIBIT A
WATER FACILITIES
Rampart Boulevard Charleston Boulevard to Vegas Drive Roadway Improvements
LVVWD Project No. 139794-A



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

December 5, 2023

Subject:

Resolution to Submit Grant Proposal

Petitioner:

Colby Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Drought Response Program: Drought Resiliency Projects grant program seeking \$807,462.

Fiscal Impact:

None by approval of the above recommendation.

Background:

The Bureau of Reclamation (Reclamation) recently announced available funding for its WaterSMART Drought Response Program: Drought Resiliency Projects grant program. These grants support projects that build long-term resilience to drought.

To satisfy eligibility requirements, the Board of Directors is being asked to approve a resolution authorizing the submission of a grant proposal to Reclamation. The proposal requests \$807,462 to construct a new well at the Hinson site. This will increase system capacity and help ensure sufficient water supply to address drought or emergencies. Construction of new wells is included in the District's Capital Improvement Plan. If awarded, the District would match the \$807,463 grant award.

If Reclamation awards the grant, this resolution authorizes the General Manager, or his designee, to execute a funding agreement to allow the District to receive \$807,462 from Reclamation and contribute matching funds in an amount not to exceed \$807,463.

This resolution 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 resolution.

RESOLUTION IN SUPPORT OF APPLICATION FOR WATERSMART DROUGHT RESPONSE PROGRAM:
DROUGHT RESILIENCY PROJECTS GRANT FUNDING TO THE BUREAU OF RECLAMATION

WHEREAS, the Bureau of Reclamation's (Reclamation) WaterSMART Drought Response Program: Drought Resiliency Projects program is soliciting proposals for and may provide financial assistance to irrigation districts, water districts, and other organizations to implement projects that will increase the reliability of water supplies and improve water management; and

WHEREAS, the WaterSMART Drought Response Program: Drought Resiliency Projects Grants program specifically allows for project proposals that increase the reliability of water supplies through infrastructure improvements and accomplish other benefits that contribute water supply reliability in the western United States; and

WHEREAS, the Southern Nevada Water Authority's Water Resource Plan projects water demands over a 50-year planning horizon and the supplies needed to meet those demands over time, and supports a diversified resources approach to provide flexibility in meeting demands and offsetting water supply reductions; and

WHEREAS, the Las Vegas Valley Water District (District) and its ratepayers will benefit significantly from financial assistance to support water supply reliability efforts in Southern Nevada.

NOW, THEREFORE, BE IT RESOLVED that the District's Board of Directors agrees, authorizes, and verifies:

1. That, if awarded, the District's General Manager, John J. Entsminger, or his designee, has the authority to enter into an assistance agreement, or similar agreement, on behalf of the District with Reclamation for WaterSMART Drought Response Program: Drought Resiliency Projects funding.
2. That the District's application requesting \$807,462 to support its proposed project, Drought Resiliency Through Additional Well Capacity: Well 127, has been reviewed and approved by appropriate District staff and the Board supports its submission to Reclamation's WaterSMART Drought Response Program: Drought Resiliency Projects program.
3. That the application includes a funding plan that outlines the District's ability to contribute up to \$807,463 and that, if awarded, the District has the financial capability to provide the matching contribution, as specified in the funding plan.
4. That, if awarded, the District will work with Reclamation to meet established deadlines for entering into an assistance agreement or similar agreement.

Introduced and passed this 5th day of December 2023.

Attest:

Las Vegas Valley Water District

John J. Entsminger, Secretary

Marilyn Kirkpatrick, President

 for

Gregory J. Walch, General Counsel

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

December 5, 2023

Subject:

Opting Out of Proposed PFAS Class Action Settlements

Petitioner:

Gregory J. Walch, General Counsel

Recommendations:

That the Board of Directors ratify the submission of documents to effectuate opting out of a proposed PFAS class action settlement with DuPont and approve submission of documents necessary to effectuate opting out of a proposed PFAS class action settlement with 3M Company.

Fiscal Impact:

The fiscal impact of the above recommendation is not currently known. If the above recommendation is approved, the District will not be required to release potential Per-and polyfluoroalkyl substances claims against 3M Company or DuPont and it will not receive funds from the proposed class action settlements.

Background:

Per-and polyfluoroalkyl (PFAS) are manufactured chemicals used in many household products including nonstick cookware (e.g., Teflon), stain repellants (e.g., Scotchgard), and waterproofing (e.g., Gore-Tex). PFAS are also used in industrial applications such as firefighting foams and electronics production. PFAS are not naturally occurring compounds but rather are stable, man-made chemicals that are highly water soluble and persistent in the environment, tend to stay in the water column, and can be transported long distances.

Given the expense of removing PFAS, and potential health risks associated with exposure, PFAS in drinking water is now highly scrutinized by the Environmental Protection Agency (EPA). Under the Fifth Unregulated Contaminant Monitoring Rule (UCMR 5), EPA requires public water systems nationwide that serve populations of 3,300 persons or more to test for 29 PFAS with sample collection beginning on January 1, 2023, and ending on December 31, 2025. On March 14, 2023, EPA published a notice of proposed rulemaking seeking public comments on its plan to set Maximum Contaminant Levels (MCLs) under the Safe Drinking Water Act (SDWA) for certain compounds included in PFAS at 4 parts per trillion (ppt) individually, which would require additional monitoring and remediation by the public water systems.

The Southern Nevada Water Authority (SNWA) supplies approximately 90 percent of the water for the District's public water system and the remainder is supplied by groundwater. As a result of the EPA regulations, SNWA tested for the presence of PFAS in the water that SNWA supplies to SNWA purveyor members, including the District, and determined that the source water quality in Lake Mead is well below EPA's currently proposed MCLs. The District's groundwater testing results are consistent with SNWA's results. However, EPA is still considering its plan to set the MCLs under the SDWA for PFAS and the final allowed concentrations may be lower or higher than the proposed MCLs.

Lawsuits have been filed throughout the United States against certain DuPont entities (DuPont Entities), against 3M Company (3M), and against other entities, alleging contamination of groundwater and surface water sources with PFAS. On December 7, 2018, the Judicial Panel on Multi-district Litigation consolidated all federal actions alleging that aqueous film-forming foam (AFFF), a fire-fighting foam used widely for active fire response and fire response training, caused PFAS contamination of groundwater. On June 30, 2023, a class action complaint was filed against 3M on behalf of certain PWSs and all other similarly situated public water systems (PWS), and on July 6, 2023, a separate class action complaint was filed

against the DuPont Entities on behalf of certain PWSs and all other similarly situated PWSs, claiming one or more of the following types of damages: (1) the costs of testing and monitoring of the ongoing contamination of their drinking water wells and supplies; (2) the costs of designing, constructing, installing and maintaining a filtration system to remove or reduce levels of PFAS detected in drinking water; (3) the costs of operating that filtration system; and (4) the costs of complying with any applicable regulations requiring additional measures. Under the proposed class action settlement with 3M, 3M has agreed to pay or cause to be paid, in installments, between \$10.5 billion and \$12.5 billion in exchange for receiving releases, covenants not to sue, “claims over” protection, and dismissals from settlement class members as provided in the 3M settlement agreement. Under the proposed class action settlement with the DuPont Entities, those defendants have agreed to pay or cause to be paid \$1.85 billion in exchange for receiving releases, covenants not to sue, and dismissals from settlement class members as provided for in the DuPont Entities settlement agreement. Information and documents concerning these settlements are available at <https://www.pfaswatersettlement.com> (location as of November 6, 2023).

To meet the DuPont settlement class December 4, 2023, opt-out deadline, the General Counsel previously submitted the required documents. The District may either participate in the proposed 3M Company settlement by doing nothing and, in the proposed DuPont settlement, by withdrawing the previously submitted opt-out documents. The District may opt out of the 3M Company proposed settlement class by filing a request for exclusion and, for the DuPont settlement, by ratifying the prior submission of the opt-out documents.

While PFAS concentrations in the District’s water supply are currently either undetectable or well below the EPA’s currently proposed MCLs, neither the District’s exposure under the currently proposed MCLs, nor the ultimate MCLs themselves can be predicted with any reasonable degree of certainty. The proposed settlement classes include more than 14,000 public water systems in the United States with varying damages and claims to the \$10.5 billion to \$12.5 billion 3M would be paying and the \$1.185 billion the DuPont Entities would be paying. Therefore, any amount the District might receive from the settlements is nominal in comparison to the potential exposure caused by either higher PFAS concentrations in source water over time, or by a lower MCL setting. The District would be releasing existing and future claims associated with the District’s public water system against 3M and the DuPont Entities, agreeing to not sue these companies, and in effect giving 3M an indemnity for third party claims against 3M through the “claims over” provision. Because the EPA is still considering its plan to set final MCLs under the Safe Drinking Water Act, it is not possible to value the releases required in exchange for participating in the proposed class action settlements. Accordingly, the General Manager, with advice from the General Counsel, requests authority to sign and submit documents to effectuate the opt-outs from the proposed PFAS class action settlements with 3M Company and DuPont.

This action is authorized pursuant to Section 1.2 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:GJW:TDF:JES:dh
Attachments: None

**BIG BEND WATER DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM
December, 5, 2023**

Subject:

Opting Out of Proposed PFAS Class Action Settlements

Petitioner:

Gregory J. Walch, General Counsel

Recommendations:

That the Board of Trustees ratify the submission of documents to effectuate opting out of a proposed PFAS class action settlement with DuPont and approve submission of documents necessary to effectuate opting out of a proposed PFAS class action settlement with 3M Company.

Fiscal Impact:

The fiscal impact of the above recommendation is not currently known. If the above recommendation is approved, the Big Bend Water District will not be required to release potential Per-and polyfluoroalkyl substances claims against 3M Company or DuPont and it will not receive funds from the proposed class action settlements.

Background:

Per-and polyfluoroalkyl (PFAS) are manufactured chemicals used in many household products including nonstick cookware (e.g., Teflon), stain repellants (e.g., Scotchgard), and waterproofing (e.g., Gore-Tex). PFAS are also used in industrial applications such as firefighting foams and electronics production. PFAS are not naturally occurring compounds but rather are stable, man-made chemicals that are highly water soluble and persistent in the environment, tend to stay in the water column, and can be transported long distances.

Given the expense of removing PFAS, and potential health risks associated with exposure, PFAS in drinking water is now highly scrutinized by the Environmental Protection Agency (EPA). Under the Fifth Unregulated Contaminant Monitoring Rule (UCMR 5), EPA requires public water systems nationwide that serve populations of 3,300 persons or more to test for 29 PFAS with sample collection beginning on January 1, 2023, and ending on December 31, 2025. On March 14, 2023, EPA published a notice of proposed rulemaking seeking public comments on its plan to set Maximum Contaminant Levels (MCLs) under the Safe Drinking Water Act (SDWA) for certain compounds included in PFAS at 4 parts per trillion (ppt) individually, which would require additional monitoring and remediation by the public water systems.

All of the Big Bend Water District (BBWD) water is supplied by the Colorado River. As a result of the EPA regulations, the BBWD tested for the presence of PFAS in the water drawn into its system and determined that the source water quality is well below EPA's currently proposed MCLs. However, EPA is still considering its plan to set the MCLs under the SDWA for PFAS and the final allowed concentrations may be lower or higher than the proposed MCLs.

Lawsuits have been filed throughout the United States against certain DuPont entities (DuPont Entities), against 3M Company (3M), and against other entities, alleging contamination of groundwater and surface water sources with PFAS. On December 7, 2018, the Judicial Panel on Multi-district Litigation consolidated all federal actions alleging that aqueous film-forming foam (AFFF), a fire-fighting foam used widely for active fire response and fire response training, caused PFAS contamination of groundwater. On June 30, 2023, a class action complaint was filed against 3M on behalf of certain PWSs and all other similarly situated public water systems (PWS), and on July 6, 2023, a separate class action complaint was filed against the DuPont Entities on behalf of certain PWSs and all other similarly situated PWSs, claiming one

or more of the following types of damages: (1) the costs of testing and monitoring of the ongoing contamination of their drinking water wells and supplies; (2) the costs of designing, constructing, installing and maintaining a filtration system to remove or reduce levels of PFAS detected in drinking water; (3) the costs of operating that filtration system; and (4) the costs of complying with any applicable regulations requiring additional measures. Under the proposed class action settlement with 3M, 3M has agreed to pay or cause to be paid, in installments, between \$10.5 billion and \$12.5 billion in exchange for receiving releases, covenants not to sue, “claims over” protection, and dismissals from settlement class members as provided in the 3M settlement agreement. Under the proposed class action settlement with the DuPont Entities, those defendants have agreed to pay or cause to be paid \$1.85 billion in exchange for receiving releases, covenants not to sue, and dismissals from settlement class members as provided for in the DuPont Entities settlement agreement. Information and documents concerning these settlements are available at <https://www.pfaswatersettlement.com> (location as of November 6, 2023).

To meet the DuPont settlement class December 4, 2023, opt-out deadline, the General Counsel previously submitted the required documents. The BBWD may either participate in the proposed 3M Company settlement by doing nothing and, in the proposed DuPont settlement, by withdrawing the previously submitted opt-out documents. The BBWD may opt out of the 3M Company proposed settlement class by filing a request for exclusion and, for the DuPont settlement, by ratifying the prior submission of the opt-out documents.

While PFAS concentrations in the BBWD’s water supply are currently well below the EPA’s currently proposed MCLs, neither the BBWD’s exposure under the currently proposed MCLs, nor the ultimate MCLs themselves can be predicted with any reasonable degree of certainty. The proposed settlement classes include more than 14,000 public water systems in the United States with varying damages and claims to the \$10.5 billion to \$12.5 billion 3M would be paying and the \$1.185 billion the DuPont Entities would be paying. Therefore, any amount the BBWD might receive from the settlements is nominal in comparison to the potential exposure caused by either higher PFAS concentrations in source water over time, or by a lower MCL setting. The BBWD would be releasing existing and future claims associated with the BBWD’s public water system against 3M and the DuPont Entities, agreeing to not sue these companies, and in effect giving 3M an indemnity for third party claims against 3M through the “claims over” provision. Because the EPA is still considering its plan to set final MCLs under the Safe Drinking Water Act, it is not possible to value the releases required in exchange for participating in the proposed class action settlements. Accordingly, the General Manager, with advice from the General Counsel, requests authority to sign and submit documents to effectuate the opt-outs from the proposed PFAS class action settlements with 3M Company and DuPont.

This action is authorized pursuant to Section 1.2 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947 and the 2008 Big Bend Water District Agreement. The office of the General Counsel has reviewed and approved this item.

JJE:GJW:TDF:JES:dh
Attachments: None

**BIG BEND WATER DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM**

December 5, 2023

Subject:

Change Order

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Trustees approve and authorize the General Manager to sign Change Order No. 2 to the contract with U.S. Mechanical, LLC, for the replacement of air conditioning equipment to serve the ozone generator system, extending the completion date by 404 calendar days.

Fiscal Impact:

None by approval of the above recommendation.

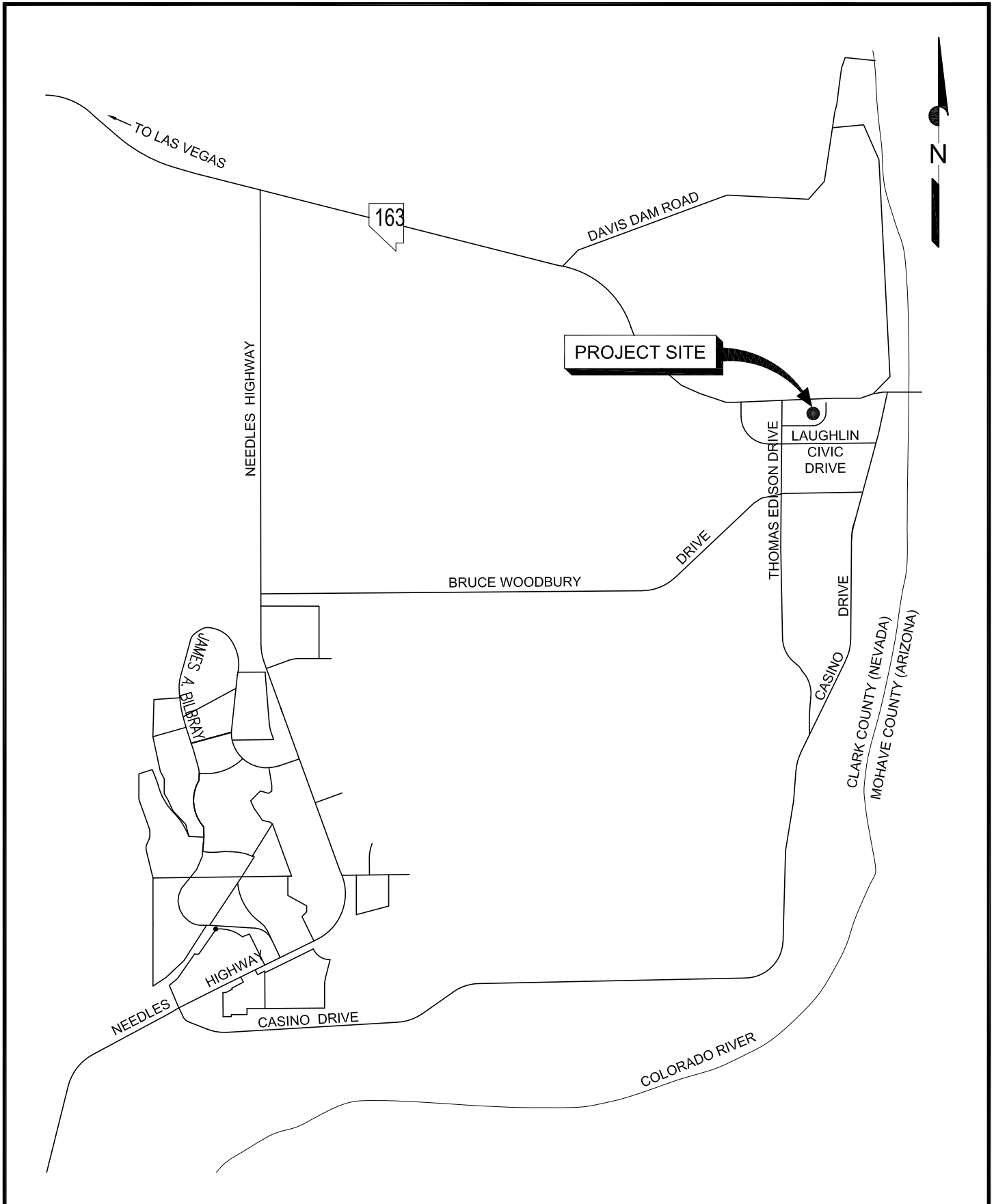
Background:

On November 23, 2021, in accordance with Resolution No. 2006-02, Contract No. L0132-R, Big Bend Water Treatment Plant, Ozone Generator Room HVAC Upgrade (Contract), was awarded to U.S. Mechanical, LLC, in the amount of \$223,500 for the demolition of the existing Heating, Ventilation and Air-Conditioning (HVAC) ductwork and ventilating fans, and the supply and installation of new HVAC equipment to serve the ozone generator room, located as generally shown on Attachment A. In addition, a change order contingency amount of \$22,000 was authorized to be used in accordance with Resolution No. 9-97.

To date, one change order has been issued for a total Contract increase of \$1,857 and no extension of the Contract times. Change Order No. 2 will increase the Contract duration due to delays in the delivery of the 10-Ton HVAC unit required for this project.

If approved, Change Order No. 2 will modify the Contract to provide an extension of the final completion date by 404 calendar days. There is no monetary increase associated with this change. Change Order No. 2 requires Board of Trustees approval as the recommended time extension exceeds the authority granted under the provisions of Resolution No. 9-97.

This change order is authorized pursuant to NRS 338.143, Section 3(A) of the 2008 Big Bend Water District Agreement, and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the change order.



LAS VEGAS VALLEY WATER DISTRICT CONCEPTUAL DRAWING

NOT
TO
SCALE

DRAWN BY:
J.M.A
EDITED BY:
R.W.M
ENGINEER:
R.W.M

**BIG BEND WATER TREATMENT
PLANT SITE -
OZONE GENERATOR ROOM HVAC**

PROJECT
3002B

PAGE 1 OF 1



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:	42
Corporate/Business Entity Name:	U.S. Mechanical Limited Liability Company
Doing Business As:	U.S. Mechanical LLC
Street Address:	472 South 640 West
City, State, and Zip Code	Pleasant Grove, UT 84062
Website:	usmechanicalllc.com
Contact Name:	Justun Bylund
Contact Email:	jbylund@usmechanicalllc.com
Telephone No:	801-785-6028
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	4344 E Alexander Road
City, State, and Zip Code	Las Vegas, NV NV
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	89115
Fax No:	702-870-9609

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?	No
--	---------------------------------------	--	-----------------------	----

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Brad Bylund	Managing Member	0.5
Karolyn Bylund	Member	0.5
Justun Bylund	Member	33
Jared Bylund	Member	33
Jade Bylund	Member	33

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Colby Adamson
Signer Title:	Controller
Signer Email:	cadamson@usmechanicalllc.com
Signed Date:	2023-10-24

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

10/24/2023
Date



Commitment Number: 009684, 009684 - U.S. MECHANICAL LLC - Construction
- Large Construction Project Commitment Change Order:#2

Contractor

Contractor: U.S. Mechanical LLC
Company Address: 4344 E Alexander RD
Las Vegas, NV 89115

PCO Item Details

PCO No	Change Description	Change Amount
CPCO - 1	Modify the contract documents to increase the contract duration by 404-Calendar days. Final completion date is extended to May 31, 2023 by this change order.	0.00

Total Change Amount		\$ 0.00
Total Contract Duration Change (Days)		404

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

This Change Order, executed by the Owner and the Contractor, shall constitute a full and final settlement of any and all claims by Contractor for time extensions and/or additional cost arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. 009684 remain unchanged.

ACCEPTANCE BY CONTRACTOR

Date:

By:

AUTHORIZED BY OWNER:

Date:

By:

John J. Entsminger, General Manager (or Designee)

Attachments:

Prepared By: Spain, Tommie

**KYLE CANYON WATER DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM**

December 5, 2023

Subject:

Opting Out of Proposed PFAS Class Action Settlements

Petitioner:

Gregory J. Walch, General Counsel

Recommendations:

That the Board of Trustees ratify the submission of documents to effectuate opting out of a proposed PFAS class action settlement with DuPont and approve submission of documents necessary to effectuate opting out of a proposed PFAS class action settlement with 3M Company.

Fiscal Impact:

The fiscal impact of the above recommendation is not currently known. If the above recommendation is approved, the Kyle Canyon Water District will not be required to release potential Per-and polyfluoroalkyl substances claims against 3M Company or DuPont and it will not receive funds from the proposed class action settlements.

Background:

Per-and polyfluoroalkyl (PFAS) are manufactured chemicals used in many household products including nonstick cookware (e.g., Teflon), stain repellants (e.g., Scotchgard), and waterproofing (e.g., Gore-Tex). PFAS are also used in industrial applications such as firefighting foams and electronics production. PFAS are not naturally occurring compounds but rather are stable, man-made chemicals that are highly water soluble and persistent in the environment, tend to stay in the water column, and can be transported long distances.

Given the expense of removing PFAS, and potential health risks associated with exposure, PFAS in drinking water is now highly scrutinized by Environmental Protection Agency (EPA). Under the Fifth Unregulated Contaminant Monitoring Rule (UCMR 5), EPA requires public water systems nationwide that serve populations of 3,300 persons or more to test for 29 PFAS with sample collection beginning on January 1, 2023, and ending on December 31, 2025. On March 14, 2023, EPA published a notice of proposed rulemaking seeking public comments on its plan to set Maximum Contaminant Levels (MCLs) under the Safe Drinking Water Act (SDWA) for certain compounds included in PFAS at 4 parts per trillion (ppt) individually, which would require additional monitoring and remediation by the public water systems. EPA is still considering its plan to set the MCLs under the SDWA for PFAS and the final allowed concentrations may be lower or higher than the proposed MCLs.

Lawsuits have been filed throughout the United States against certain DuPont entities (DuPont Entities), against 3M Company (3M), and against other entities, alleging contamination of groundwater and surface water sources with PFAS. On December 7, 2018, the Judicial Panel on Multi-district Litigation consolidated all federal actions alleging that aqueous film-forming foam (AFFF), a fire-fighting foam used widely for active fire response and fire response training, caused PFAS contamination of groundwater. On June 30, 2023, a class action complaint was filed against 3M on behalf of certain PWSs and all other similarly situated public water systems (PWS), and on July 6, 2023, a separate class action complaint was filed against the DuPont Entities on behalf of certain PWSs and all other similarly situated PWSs, claiming one or more

of the following types of damages: (1) the costs of testing and monitoring of the ongoing contamination of their drinking water wells and supplies; (2) the costs of designing, constructing, installing and maintaining a filtration system to remove or reduce levels of PFAS detected in drinking water; (3) the costs of operating that filtration system; and (4) the costs of complying with any applicable regulations requiring additional measures. Under the proposed class action settlement with 3M, 3M has agreed to pay or cause to be paid, in installments, between \$10.5 billion and \$12.5 billion in exchange for receiving releases, covenants not to sue, “claims over” protection, and dismissals from settlement class members as provided in the 3M settlement agreement. Under the proposed class action settlement with the DuPont Entities, those defendants have agreed to pay or cause to be paid \$1.85 billion in exchange for receiving releases, covenants not to sue, and dismissals from settlement class members as provided for in the DuPont Entities settlement agreement. Information and documents concerning these settlements are available at <https://www.pfaswatersettlement.com> (location as of November 6, 2023).

To meet the DuPont settlement class December 4, 2023, opt-out deadline, the General Counsel previously submitted the required documents. The Kyle Canyon Water District (KCWD) may either participate in the proposed 3M Company settlement by doing nothing and, in the proposed DuPont settlement, by withdrawing the previously submitted opt-out documents. The KCWD may opt out of the 3M Company proposed settlement class by filing a request for exclusion and, for the DuPont settlement, by ratifying the prior submission of the opt-out documents.

While PFAS concentrations in the KCWD’s water supply are currently below the EPA’s currently proposed MCLs, neither the KCWD’s exposure under the currently proposed MCLs, nor the ultimate MCLs themselves can be predicted with any reasonable degree of certainty. The proposed settlement classes include more than 14,000 public water systems in the United States with varying damages and claims to the \$10.5 billion to \$12.5 billion 3M would be paying and the \$1.185 billion the DuPont Entities would be paying. Therefore, any amount the KCWD might receive from the settlements is nominal in comparison to the potential exposure caused by either higher PFAS concentrations in source water over time, or by a lower MCL setting. The KCWD would be releasing existing and future claims associated with the KCWD’s public water system against 3M and the DuPont Entities, agreeing to not sue these companies, and in effect giving 3M an indemnity for third party claims against 3M through the “claims over” provision. Because the EPA is still considering its plan to set final MCLs under the Safe Drinking Water Act, it is not possible to value the releases required in exchange for participating in the proposed class action settlements. Accordingly, the General Manager, with advice from the General Counsel, requests authority to sign and submit documents to effectuate the opt-outs from the proposed PFAS class action settlements with 3M Company and DuPont.

This action is authorized pursuant to Section 1.2 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947 and Article II, Section 1 of the Kyle Canyon Water District Agreement, as amended in 1999. The office of the General Counsel has reviewed and approved this item.

JJE:GJW:TDF:JES:dh
Attachments: None

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

December 5, 2023

Subject:

Resolution to Approve Amended and Restated Master Bond Repayment Agreement

Petitioner:

E. Kevin Bethel, Chief Financial Officer

Recommendations:

That the Board of Directors approve a resolution approving the form of the Amended and Restated SNWA/LVVWD Master Bond Repayment Agreement and authorizing District Officers to execute the agreement and take all actions necessary to effectuate the provisions of the resolution.

Fiscal Impact:

None by approval of the above recommendation.

Background:

The 2019 Amended Facilities and Operations Agreement authorizes the District to issue bonds for the construction of capital projects. The District may, if requested by the Board of Directors of the Southern Nevada Water Authority (Authority), issue its own bonds (District Bonds) and loan the proceeds thereof to the Authority (Authority Debt) to implement the Authority's Major Construction and Capital Plan.

The current SNWA/LVVWD Master Bond Repayment Agreement (MBRA), as amended, is a cooperative agreement between the District and the Authority, providing the terms governing the issuance of Authority Debt and their repayment by the Authority. The terms include, without limitation, the procedures for issuing District Bonds, the conditions for their repayment, and the revenue sources the Authority will pledge for their security. Authority revenues pledged for bond repayment pursuant to the MBRA include, among other sources, connection fees, tap fees, flat fees, meter charges, and all other charges made for services, water or other commodities furnished by the Authority's water system. In addition to these revenue sources, the Authority also generates revenues through a quarter-cent sales tax levied pursuant to Nevada Revised Statutes (NRS) Chapter 377B (Sales Tax Revenue). The parties now seek to amend and restate the MBRA, incorporating Sales Tax Revenue as additional security for existing and future bond series and updating the terminology related to secured revenues.

This Resolution is authorized pursuant to Section 1(10) of the Las Vegas Valley Water District Act, NRS 227.045, NRS 277.060, and NRS 277.180. The office of the General Counsel has reviewed and approved this resolution.

Summary – a resolution approving an amended and restated interlocal cooperation agreement with the Southern Nevada Water Authority

RESOLUTION NO. _____

A RESOLUTION APPROVING THE FORM OF AN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT WITH THE SOUTHERN NEVADA WATER AUTHORITY; AUTHORIZING DESIGNATED OFFICERS OF THE DISTRICT TO EXECUTE SAME; AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, there has been presented to the Board of Directors (the “Board”) of the Las Vegas Valley Water District (the “District”) an amended and restated interlocal cooperation agreement (the “Agreement”) designated as the “Amended and Restated Master Bond Repayment Agreement” between the Southern Nevada Water Authority and the District, which Agreement is attached hereto as Exhibit A; and

WHEREAS, the Board has determined and hereby determines that it is necessary and in the best interest of the District that the Agreement be executed.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE LAS VEGAS VALLEY WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER:

Section 1. The Agreement, in substantially the form attached hereto as Exhibit A, be and the same hereby is ratified, approved and confirmed, and the officers designated in the Agreement to execute it by and on behalf of the District are hereby authorized to so execute it by and on behalf of the District and to deliver it to the other party thereto.

Section 2. All action heretofore taken by the District and its officers and employees toward the purposes of this resolution is hereby ratified, approved and confirmed.

Section 3. The officers and employees of the District are authorized to take all actions necessary to effectuate the provisions of this resolution.

Section 4. This resolution shall become effective on its passage and adoption.

INTRODUCED, ADOPTED AND APPROVED on this December 5, 2023.

[DISTRICT SEAL]

Attest:

John J. Entsminger, Secretary
Las Vegas Valley Water District

Marilyn K. Kirkpatrick, President
Las Vegas Valley Water District

EXHIBIT A

[ATTACH COPY OF AMENDED AND RESTATED
MASTER BOND REPAYMENT AGREEMENT]

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

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

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the Board of Directors of the District (the “Board”) on December 5, 2023.

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

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

Those Voting Aye: Marilyn Kirkpatrick
James B. Gibson
Justin Jones
William McCurdy II
Ross Miller
Michael Naft
Tick Segerblom

Those Voting Nay: _____

Those Abstaining: _____

Those Absent: _____

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

5. Public notice of the meeting was given and the meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of the meeting and excerpt from the agenda the meeting relating to the resolution, as posted at least 3 working days in

advance of the meeting on the District's website, the State of Nevada's official website and at the Board's office are attached as Schedule I.

6. A copy of the notice was transmitted by mail or electronic mail to each person, if any, who has requested notice of the meetings of the Board. Such notice, if mailed, was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Las Vegas Valley Water District in Clark County, Nevada, this December 5, 2023.

John J. Entsminger, Secretary
Las Vegas Valley Water District

SCHEDULE I

(Attach Copy of Notice of Meeting)

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

December 5, 2023

Subject:

Purchase Agreement

Petitioner:

David L. Johnson, Deputy General Manager, Operations

Recommendations:

That the Board of Directors approve a Purchase and Sale Agreement and Joint Escrow Instructions and authorize the General Manager to sign any ministerial documents necessary to effectuate the purchase of real property, Clark County, Nevada, Assessor Parcel No. 139-31-601-004, from Meadow View Associates, LLC, and BOYDT2, LLC, in the amount of \$21,250,000.

Fiscal Impact:

The requested \$21,250,000 is available in the District's Capital Budget.

Background:

The District is constantly evaluating opportunities to improve operational efficiencies. Purchase of Clark County, Nevada, Assessor Parcel No. 139-31-601-004 (Property) serves to advance existing and future operational goals of the District. This Property includes significant communications infrastructure that may allow the District to meet increased data transfer and security needs. The building itself would enable organizational teams to be in one location, supporting the continuation of efficiency initiatives. In addition, the Property is ideally located for a new well site, which the District requires to replace existing operational wells approaching end of life. Finally, the Property is across from the Las Vegas Springs Preserve and could accommodate additional parking and improved access for both employees and guests during special events.

If approved, the attached Purchase and Sale Agreement and Joint Escrow Instructions (Agreement) provides the terms and conditions necessary to complete the purchase of this parcel, located as described on Exhibit A of the Agreement. By approval of this item, the Board of Directors authorizes deposit of \$500,000 earnest money into escrow, with closing to occur no later than December 28, 2023. The fair market value of this parcel has been determined by Valbridge Property Advisors, a certified appraiser and the negotiated purchase price is below the Property's appraised value.

This action is authorized pursuant to Section 1(4) 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:GJW:td

Attachments: Disclosures, Agreement

AGENDA
ITEM #

9



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:	Meadow View Associates, LLC
Doing Business As:	N/A
Street Address:	500 S. Rancho Drive Suite #2
City, State, and Zip Code	Las Vegas, Nevada 89106
Website:	tiberti.com
Contact Name:	Paul J. Maffey
Contact Email:	paulmaffey@tiberti.com
Telephone No:	702-248-4000
Fax No:	702-478-8901

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
--	---------------------------------------	--	-----------------------	----

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Tiberti Land and Capital, LLC	single 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:	Paul J. Maffey
Signer Title:	Manager
Signer Email:	paulmaffey@gmail.com
Signed Date:	2023-11-21

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.

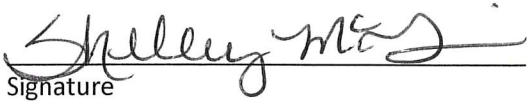
☐ Disclosure or Relationship **IS** noted above (complete the following):

☐ 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.


Signature

Shelley McGraw / Legal EA
Print Name/Title

11/21/2023
Date



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:	Tiberti Land and Capital, LLC
Doing Business As:	
Street Address:	500 S Rancho Drive Suite 2
City, State, and Zip Code	Las Vegas, Nevada 89106
Website:	Tiberti.com
Contact Name:	Paul J. Maffey
Contact Email:	PaulMaffey@Tiberti.com
Telephone No:	702-248-4000
Fax No:	702-478-8901

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
--	---------------------------------------	--	-----------------------	----

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Laura L. Tiberti	Member	25
Mary Andra Maffey	Member	25
Mario Tiberti	Member	25
Joe Milan Trust	Member	12.5
Ryan Milan Trust	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:	Paul J. Maffey
Signer Title:	Manager
Signer Email:	PaulMaffey@Tiberti.com
Signed Date:	2023-11-17

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.

Shelley McGraw
Signature

Shelley McGraw / Legal EA
Print Name/Title

11/21/2023
Date



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:	BOYDT2, LLC
Doing Business As:	N/A
Street Address:	500 S. Rancho Drive Suite #2
City, State, and Zip Code	Las Vegas, Nevada 89106
Website:	Tiberti.com
Contact Name:	Paul J. Maffey
Contact Email:	paulmaffey@tiberti.com
Telephone No:	702-248-4000
Fax No:	702-478-8901

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)*

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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
--	---------------------------------------	--	-----------------------	----

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Tiberti Land and Capital, LLC	single 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:	Paul J. Maffey
Signer Title:	Manager
Signer Email:	paulmaffey@tiberti.com
Signed Date:	2023-11-21

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.

Shelley McGinnis
Signature

Shelley McGinnis / Legal DA
Print Name/Title

11/21/2023
Date

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made as of the 8th day of November, 2023 (the "**Effective Date**"), between Meadow View Associates LLC, a Nevada limited liability company ("**Meadow View**"), and BOYDT2 LLC, a Nevada limited liability company ("**Boyd**"), as tenants-in-common (collectively, and where the context requires, individually "**Seller**") and the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("**Buyer**").

THAT, FOR AND IN CONSIDERATION of the mutual covenants, representations, warranties, and agreements contained herein, and for other good and valuable consideration, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the following described property upon the terms and conditions hereinafter set forth:

1. **Description of Property.** Seller collectively owns the undivided one hundred percent (100%) fee simple title to that certain real property located in Clark County, Nevada, more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("**Land**"), together with the following property and rights (collectively, the "**Realty**"): (i) all improvements located on the Land, including all buildings, structures, and other facilities; (ii) all fixtures, "fixtures of the land", equipment, furnishings, and items of personal property used or useful in the operation, repair and maintenance of the Land, and situated on the Land; (iii) all strips and gores of land lying adjacent to the Land, together with all easements, privileges, rights-of-way, and appurtenances pertaining to or accruing to the benefit of the Land; and (iv) all subsurface rights. The Land and the Realty are collectively referred to hereinafter as the "**Property**". The Property is commonly known as 330 S. Valley View Blvd, Las Vegas, NV 89107 (APN 139-31-601-004) and is comprised of approximately nine and 99/100ths (9.99) acres of land; however, the actual final acreage and legal description of the Property shall be determined by the Survey (defined below).

2. **Purchase Price; Deposit; Cash Balance.** The purchase price for the Property is Twenty-One Million Two Hundred Fifty Thousand Dollars (\$21,250,000.00) ("**Purchase Price**"). The Purchase Price, plus or minus prorations and subject to such adjustments as are hereinafter provided, shall be payable as follows:

2.1. **Deposit.** Five Hundred Thousand Dollars (\$500,000.00) ("**Deposit**") shall be paid and delivered by Buyer in immediately available funds by wire transfer to First American Title Insurance Company, Attn: Kristen Ravelo, 8311 W. Sunset Drive, Las Vegas, NV 89113 ("**Escrow Agent**") within five (5) days of both of the following occurrences: (i) Board Approval (defined below) and (ii) Buyer's receipt of a correctly completed IRS Form W-9 from each of Meadow View and Boyd. Escrow Agent agrees to hold the Deposit in escrow in accordance with the terms of this Agreement. The Deposit shall be fully refundable to Buyer if for any reason Buyer elects not to proceed with the purchase of the Property and notifies

Seller of such election in writing prior to the expiration of the Inspection Period (defined below), or if Buyer is otherwise entitled to recoup the Deposit under the terms and conditions of this Agreement. The Deposit shall be credited against the Purchase Price at Closing (defined below).

2.2. **Cash Balance.** Twenty Million Seven Hundred Fifty Thousand Dollars (\$20,750,000.00), plus or minus prorations and subject to such adjustments as are hereinafter provided, shall be paid and delivered by Buyer to the Escrow Agent at or prior to the Closing in immediately available funds by wire transfer to Escrow Agent ("**Cash Balance**") to be delivered to Seller at Closing.

2.3. **Allocation.** Buyer shall pay the Purchase Price into Escrow Agent at Closing. The allocation and disbursement of the Purchase Price to each Seller shall be determined by Meadow View and Boyd through instructions provided jointly by Meadow View and Boyd to Escrow Agent. Buyer shall have no liability for the allocation between Meadow View and Boyd of the Deposit, the Cash Balance, or any other portion of the Purchase Price.

3. **Effective Date; Board Approval.** The Effective Date of this Agreement as it relates to timelines, deadlines, and due diligence activities shall be the date specified in the preamble to this Agreement; provided, that, Seller acknowledges and agrees that Buyer shall not be bound to this Agreement until Buyer receives approval from the Board of Directors of the Las Vegas Valley Water District ("**Board Approval**"). In the event that Board Approval is not received by December 5, 2023, this Agreement shall be *void ab initio*, and not merely voidable.

4. **Closing.** This transaction shall be closed and the deed, other closing instruments and possession shall be delivered to Buyer on or before December 28, 2023 ("**Closing**" or "**Closing Date**"), unless extended by other provisions of this Agreement. Buyer shall have the right to effect the Closing via a "mail away" closing (i.e. in which funds are sent via wire transfer and closing documents are delivered via overnight delivery or courier delivery service to the Escrow Agent).

5. **Documents for Closing.** At Closing, Seller shall execute and deliver to Escrow Agent the following closing documents:

(i) a Grant, Bargain, and Sale deed ("**Deed**") in form of Exhibit B attached hereto and incorporated herein by this reference;

(ii) an owner's affidavit in the usual and customary form for the Escrow Agent, certifying that there are no construction or mechanics' liens affecting the Property, and that no person or entity is entitled to maintain a construction or mechanics' lien against the Property, and further certifying that as of the date of Closing, no person, firm or corporation is in

possession of the Property, or is entitled to possession thereof, except for Buyer, with "gap" language, certifying, among other things, that there are no matters pending against Seller that could give rise to a lien or encumbrance affecting the Property, and that Seller has not transferred title to the Property or leased the Property or encumbered or otherwise dealt with title to the Property, since the most recent effective date of the title commitment, such affidavit to be in form, substance and content sufficient to enable the title insurance company to insure Buyer as the owner of the Property simultaneously with the delivery of the Deed and other closing documents and satisfactory to delete the standard exceptions and offer, at Buyer's request, ALTA Extended Coverage and mechanics' lien coverage;

(iii) a non-foreign affidavit of each Seller asserting that each Seller is not a foreign person or foreign entity within the meaning of Section 1445(f) of the Internal Revenue Code;

(iv) a bill of sale with warranty of title for all personal property included in this transaction;

(v) appropriate assignments of all licenses, easements, rights-of-way, contract rights, guarantees and warranties, intangible rights and other property and rights included in this transaction;

(vi) closing statements, a declaration of value form, and such other documents as are reasonably requested by Escrow Agent to consummate this transaction; and

(vii) all other documents or things reasonably required to be delivered to Buyer or by the Escrow Agent to evidence Seller's ability to transfer the Property to Buyer.

For the purpose of clarity, Seller shall deliver exclusive possession of the Property to Buyer at Closing.

At Closing, Buyer shall execute and deliver to Escrow Agent the following closing documents:

(viii) the balance of the Purchase Price in immediately available funds, and

(ix) duly executed closing statements, a declaration of value form, and such other documents as are reasonably requested by Escrow Agent to consummate this transaction.

6. **Expenses.** The parties shall bear the following costs:

6.1. **Seller Expenses.** Seller shall be responsible for payment of the following: (i) the premium for an ALTA Standard coverage policy of title insurance; (ii) one half (1/2) of escrow fees; (iii) prorated property taxes at Closing; (iv) the Commission (defined below); and (v) any other expense in this Agreement required to be paid by Seller.

6.2. **Buyer Expenses.** Buyer shall be responsible for payment of the following: (i) the incremental premium for an ALTA Extended coverage policy of title insurance and all endorsements, if requested by Buyer; (ii) the costs of examining title and obtaining the preliminary title commitment, including applicable tax and lien searches; (iii) the Survey; (iv) all costs and expenses in connection with Buyer's due diligence investigation; (v) one-half (1/2) escrow fees; (vi) the cost of recording the Deed; and (vii) any other expense in this Agreement required to be paid by Buyer.

Each party shall pay its own legal fees except as provided in Section 18 below.

7. **Prorations.** Real estate taxes, personal property taxes, assessments, and all items of income (if any) and expense regarding the Property shall be prorated as of the date of Closing. The proration shall be based upon the previous year's taxes, if the current year's assessment is not available.


8. **Title.**

8.1. **Title Commitment.** Buyer shall obtain a preliminary title commitment for an owner's title insurance policy from Escrow Agent, together with copies of all instruments and documents which appear as title exceptions on such title commitment. The title commitment shall show Seller to be vested with good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and other matters, except only the following (collectively, the "**Permitted Exceptions**"): (i) ad valorem real estate taxes for the year of Closing and subsequent years; (ii) applicable zoning ordinances and regulations; and (iii) as provided in Section 8.2, below.

8.2. **Title Defects.** If Buyer finds any title matters set forth in the title commitment objectionable, such objections shall be specified in writing and delivered to Seller within fifteen (15) days after Buyer's receipt of the preliminary title report ("**Title Defects**"). If Seller is incapable or unwilling of curing such Title Defects prior to the Closing Date, Seller shall notify Buyer of its incapability or unwillingness, and Buyer shall have ten (10) days after the receipt of Seller's notice to either (i) waive any uncured Title Defects and proceed to Closing (in which event the remaining Title Defects, along with all other matters that appear on the title commitment and the Survey, shall be deemed "**Permitted Exceptions**"), or (ii) terminate this Agreement upon written notice to Seller, whereupon Buyer shall receive the return of its Deposit, and upon the return of same, this Agreement shall be deemed terminated and of no further force and effect. Notwithstanding the foregoing, Seller shall be obligated to cure all liens (mechanics' or otherwise), mortgages, judgments, and any other items of ascertainable monetary amounts, and Seller may utilize all or a portion of the Purchase Price when paid at Closing to satisfy the same. This Section shall survive Closing.

9. **Deliveries.** Within ten (10) days after the Effective Date or within ten (10) days of receipt or ability to control by Seller if such date occurs after the Effective Date, Seller shall, to the extent within Seller's possession or control, deliver to Buyer correct and complete copies of Seller's existing survey, existing Phase I environmental site assessment report, permits, and any other information pertaining to the use, condition, or title to the Property (including any structural analyses or reports relating to the structures on the Property) (the "**Inspection Materials**"). In the event this Agreement is terminated or the Closing does not occur by the date required hereby, Buyer shall return to Seller all Inspection Materials previously delivered to or for the benefit of Buyer hereunder.

10. **Remedies on Default of Buyer.** IF THE CLOSING DOES NOT OCCUR BY REASON OF ANY DEFAULT BY BUYER, AND SUCH FAILURE CONTINUES FOR FIFTEEN (15) DAYS AFTER RECEIPT OF WRITTEN NOTICE THEREOF FROM SELLER, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SUBSECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE; PROVIDED, HOWEVER, THAT THIS PROVISION WILL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES NOR WAIVE OR AFFECT BUYER'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS OR FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO THE DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON). THIS AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR A PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. UPON DEFAULT BY BUYER, THIS AGREEMENT WILL BE TERMINATED AND, EXCEPT FOR BUYER'S INDEMNITY OBLIGATIONS WHICH MAY BE ENFORCED BY SELLER (IN ADDITION TO COLLECTION AND RETENTION BY SELLER OF THE DEPOSIT), NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW AGENT.



Seller's Initials



Buyer's Initials

11. **Remedies on Default of Seller.** In the event Seller fails to perform any of its obligations under the terms of this Agreement in a timely manner as set forth herein, and such failure continues for fifteen (15) days after receipt of written notice thereof from Buyer, Buyer may declare Seller in default. In the event of a default by Seller under this Agreement, Buyer, at its option, may (i) terminate this Agreement, whereupon Escrow Agent shall return to Buyer the Deposit, whereupon the parties shall be relieved of all further obligations hereunder, except those that are stated to specifically survive termination of this Agreement, or (ii) seek specific performance of Seller's obligations under this Agreement. Seller acknowledges and agrees that this Agreement relates to a specific and unique interest in real property and that the remedy of damages alone will not fully compensate Buyer in the event of a Seller default; as such, Seller agrees that Buyer shall be entitled to the remedy of specific performance in the event of a Seller default, and Seller irrevocably waives any right to object to the remedy of specific performance in the event of a Seller default. In the event Buyer elects to seek specific performance and specific performance is not ultimately granted to Buyer, Buyer shall be entitled to such other monetary and non-monetary remedies as may be allowed pursuant to the laws of the State of Nevada, but in no event to exceed Two Hundred Thousand Dollars (\$200,000). This Section shall survive Closing or the early termination of this Agreement.

12. **Condemnation.** In the event of the institution of any proceedings, or if subject to a bona fide threat of such proceedings, judicial, administrative or otherwise, which shall relate to the proposed taking of any portion of the Property by eminent domain (whether by a governmental actor or a private party granted the power of condemnation under federal or Nevada law), Buyer may either cancel this Agreement, whereupon the Deposit shall be returned to Buyer and this Agreement thereupon shall be of no further force and effect, or elect to purchase the Property. If Buyer elects to purchase the Property, Buyer shall be entitled to that portion of any award, damages, settlement or other consideration paid or to be paid in connection with such taking or sale to which Buyer would have been entitled had it been the owner of the Property prior to such taking, sale, or threat of taking, including, without limitation, any pre-condemnation damages.

13. **Brokerage.** Buyer represents and warrants that it has not engaged a broker in this transaction; Seller represents and warrants that the only broker it has engaged in this transaction is Marlene Fujita Winkel, Emily Brun, and Cody Seager with Cushman and Wakefield ("**Seller's Broker**"). Except as provided in the prior sentence, the parties hereby each represent and warrant to the other that no broker or finder has been engaged by it in connection with this transaction. In the event any claim for any brokerage commission or fee is asserted against Seller or Buyer in connection with this transaction from anyone other than Seller's Broker, the party at fault shall indemnify, save harmless and defend the other party from and against such claim (including reasonable attorney fees and court costs). Seller has agreed to pay Seller's Broker a commission upon closing pursuant to the terms of a separate agreement (the "**Commission**"). This Section shall survive Closing or termination of this Agreement.

14. **Survey.** Prior to the expiration of the Inspection Period, Buyer shall obtain a survey of the Property ("**Survey**") by a surveyor licensed in the State of Nevada showing and certifying the exact location and legal description and acreage of the Property. Buyer may notify Seller of any survey objections within the same time period and in the same manner as Buyer has to notify Seller of Title Defects. Survey objections, if any, shall be treated in the same manner as Title Defects are treated herein.

15. **Inspection Period; Indemnity.** Buyer shall have until 5:00 p.m. Pacific time on the date that is forty-five (45) days after the Effective Date ("**Inspection Period**") to enter upon the Property for the purpose of inspecting same, making surveys, maps, engineering studies and structural and building inspections, conducting test borings (to a standard depth for initial geotechnical borings), and other subsurface, geotechnical, structural, and environmental tests and the like that Buyer deems appropriate. Buyer, in its sole discretion, shall have the right to terminate this Agreement at any time prior to the expiration of the Inspection Period upon delivering written notice to Seller, whereupon Buyer shall receive a return of its Deposit and Buyer and Seller shall be released and relieved from any further liability or obligation hereunder except for matters specifically provided to survive the termination of this Agreement. If Buyer terminates this Agreement, Buyer will restore the Property to substantially the same condition as existed before any invasive tests. Subject to the following sentence, Buyer agrees to indemnify and hold Seller harmless from and against any loss, damage, liability, claim or obligation which Seller may incur or which may be asserted against the Property or Seller as a result of Buyer's activities upon or relating to the Property during the Inspection Period; provided, that, the parties acknowledge that Buyer is a political subdivision of the State of Nevada and, as such: (i) Buyer shall not be liable for indemnity claims in excess of \$200,000 (provided, however, that such limit shall not limit the liability of Buyer's agents, engineers, surveyors, or other consultants) ; and (ii) Buyer does not waive, and intends to assert, all available immunities and statutory limitations, including, without limitation, the provisions of NRS Chapter 41. Notwithstanding the expiration of the Inspection Period, until the Closing Date Buyer and Buyer's agents, engineers, surveyors and other consultants may continue to enter upon the Property at any reasonable time while this Agreement remains in effect in order to conduct such investigations, surveys, studies, tests and analyses as Buyer may reasonably deem appropriate. Buyer shall notify Seller not less than twenty-four (24) hours before any such entry onto the Property, and, for invasive testing other than soil borings or other geotechnical work outside building structures, shall obtain Seller's prior written consent to any invasive testing on the Property, which consent shall not be unreasonably withheld, conditioned, or delayed.

16. **Seller's Representations, Warranties and Covenants.** Seller represents and warrants to Buyer and covenants and agrees with Buyer as of the Effective Date and as of the Closing Date as follows:

(i) At Closing, Seller will convey to Buyer good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions, and has full legal authority and capacity to do so;

(ii) There are no leases encumbering the Property and no persons or entities in possession or entitled to possession of any portion of the Property other than Seller, other than in connection with a Parking Lot License dated September 19, 2023, between Seller and City of Refuge Church of God in Christ for the use of twenty-five (25) parking spaces on the north portion of the Property, which license is terminable on fifteen (15) days prior written notice for any or no reason and immediately upon the sale of the Property to a third party, a copy of which will be provided to Buyer;

(iii) There are no contracts or agreements encumbering the Property that could give rise to a lien or monetary claim against Buyer or the Property;

(iv) To the best of Seller's knowledge no hazardous substances are or have been stored or released upon the Property or used in connection with the Property, and there are no hazardous substances or other pollutants contained upon or under the Property or have been discharged from the Property; Seller knows of no underground tank located on or under the Property;

(v) To the best of Seller's knowledge, the Property complies with all applicable laws, requirements, codes, orders, ordinances, rules and statutes (collectively, referred to as "**Laws and Regulations**");

(vi) There are no actual or threatened, nor, to the best of Seller's knowledge contemplated, suits, actions or proceedings with respect to all or part of the Property alleging any violation of any currently applicable Laws and Regulations;

(vii) Seller shall make all payments due prior to Closing in connection with the Property, including all utility payments and payments on any other obligations affecting the Property;

(viii) Prior to Closing, no portion of the Property or any interest therein shall be encumbered, conveyed, or otherwise transferred;

(ix) Seller shall not cause or permit to be caused any material adverse change in status of title or survey to the Property or the circumstances or physical conditions affecting the Property or its prospective use;

(x) Seller shall cooperate with Buyer and execute all documents requested by Buyer or governmental or quasi-governmental authority, if any, for the purpose of securing any permits, land use change, re-zoning, zoning variance or special use for the Property; and

(xi) Seller shall disclose promptly to Buyer in writing any condition or event arising or occurring after the Effective Date that becomes known to Seller and that contradicts any representation or warranty of Seller set forth herein or otherwise affects the marketability of title to the Property in any material respect.

The representations and warranties contained above shall survive the close of Escrow for a period of one (1) year measured from the Closing.

As used herein, "to Seller's knowledge" or similar phrase shall mean to the present, actual knowledge of Paul Maffey, without duty of investigation or inquiry, and without any personal liability. Seller represents to Buyer that Paul Maffey has knowledge about the day to day operations of the Property.

Subject to Seller's express representations and warranties contained in this agreement, Buyer agrees that the Property is to be sold to and accepted by Buyer at the Closing in its then condition and in its then location, "AS-IS/WHERE-IS", and with all faults, if any. No person acting on behalf of Seller is authorized to make, and by execution hereof, Buyer acknowledges that no person has made, any representation, agreement, statement, warranty, guarantee or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition or other status of the Property except as may be expressly set forth in this Agreement.

Although Seller has made available to Buyer information regarding the Property, including, without limitation, the Inspection Materials, Seller and its agents shall have no responsibility or liability for the completeness or accuracy of such information and Buyer assumes and accepts the entire responsibility for interpreting and assessing the Property and Buyer will rely solely on Buyer's own expertise and experience in commercial real estate projects in making Buyer's decision to purchase the Property.

17. **Conditions Precedent.** It shall be a condition precedent to Buyer's obligation to purchase the Property that: (i) Seller shall have timely performed each of its respective obligations under this Agreement to be performed by it at or prior to Closing in all material respects; (ii) Buyer has received Board Approval; and (iii) Seller's warranties and representations set forth in this Agreement shall have been true and correct when made and shall be true and correct on the Closing Date. It shall be a condition precedent to Seller's obligation to sell the Property that Buyer shall have timely performed each of its obligations under this Agreement to be performed by it at or prior to Closing in all material respects.

18. **Attorneys' Fees and Costs.** In the event of any litigation arising between the parties under or related to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees (including allocated fees of in-house counsel) and court costs at all trial and appellate levels. This Section shall survive the expiration or termination of this Agreement.

19. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties and there are no other agreements, representations or warranties other than as set forth herein, and this Agreement supersedes all prior discussions, negotiations, and agreements between the parties, whether oral or written. This Agreement may not be changed, altered, or modified except by an instrument in writing duly signed by both parties and, in the case of Buyer, receipt of Board Approval for such change, modification, or amendment.

20. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Nevada without regard to such state's conflicts of laws principles.

21. **Notices.** Any notices required or permitted to be given under this Agreement shall be delivered by hand or delivered by a nationally recognized overnight delivery service, and addressed as described below; notices shall be deemed effective only upon receipt or refusal of delivery:

Seller: Meadow View Associates LLC
BOYDT2 LLC
500 S. Rancho Dr., Suite 2
Las Vegas, Nevada 89106
Attn: Paul J. Maffey

with a copy to: Childs Watson, PLLC
3271 E. Warm Springs Rd.
Las Vegas, Nevada 89120
Attn: Matthew Watson

Buyer: Las Vegas Valley Water District
1001 S. Valley View Blvd.
Las Vegas, NV 89153
Attn: General Counsel

To Escrow Agent: First American Title Insurance Company
8331 West Sunset Road
Las Vegas, NV 89113
Attn: Kristin Ravelo

22. **Time.** Time is of the essence in this Agreement. Unless expressly stated otherwise, all time periods herein shall be calculated using calendar days. For purposes of this Agreement, any time period that falls on a day that Buyer is not open to the public at its primary business address (Fridays, Saturdays, Sundays, and state and federal holidays), will be extended to the next business day of Buyer.

23. **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Agreement. A .pdf or similar electronic transmission of a counterpart signed by a party hereto shall be regarded as an original signed by such party for all purposes.

24. **No Assignment.** Neither Buyer nor Seller may assign this Agreement and any attempted assignment shall be deemed void, and not merely voidable, and be of no force or effect.

25. **Advice of Counsel.** Each party acknowledges that it has been advised, or has had the opportunity to be advised, by its own counsel with respect to the transaction governed by this Agreement.

26. **Jurisdiction; Jury Trial Waiver.** ALL DISPUTES BETWEEN BUYER AND SELLER ARISING UNDER OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE RESOLVED ONLY IN THE STATE OR FEDERAL COURTS IN CLARK COUNTY, NEVADA. THIS VENUE PROVISION IS MANDATORY. BUYER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

27. **Risk of Loss.** The Property shall be conveyed to Buyer in materially the same condition as on the expiration of the Inspection Period, ordinary wear and tear excepted, free of all tenancies or occupancies.

28. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially in the negotiation and preparation of this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the initial drafting party shall not be employed in the interpretation of this Agreement. In the event any term or provision of this Agreement is determined by a court of law to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such court determines, and the remainder of this Agreement shall be construed to be in full force and effect. All headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. In construing this Agreement, the singular shall be held to include

the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

29. **Confidentiality.** Subject to the disclaimers set forth in this Section with respect to Buyer's status as a political subdivision, Buyer and Seller agree to treat all information received with respect to the Property, whether such information is obtained from Seller or from Buyer's due diligence investigations, including, without limitation, the Inspection Materials, in a confidential manner. Neither Buyer nor Seller shall disclose any such information to any third parties, other than such disclosure to Seller or Buyer's counsel, consultants, accountants and advisers as may be required in connection with the transactions contemplated hereby or as otherwise required to be disclosed by law. Notwithstanding the remainder of the paragraph, Seller recognizes that Buyer is a political subdivision of the State of Nevada subject to the provisions of NRS Chapter 239 (the "**Public Records Act**") and that the Public Records Act limits Buyer's ability to keep certain records confidential. Seller acknowledges that a copy of this Agreement will be publicly available as part of the Board Approval process. If Buyer determines that any document or record is determined to be a public record under the Public Records Act, Buyer may disclose that document or record to the extent required by the Public Records Act. Upon receipt of any valid request under the Public Records Act for any information that may be deemed confidential under this Section, Buyer will promptly forward the request to Seller and Seller may attempt to obtain a court order seeking to enjoin Buyer's compliance with such request.

30. **Force Majeure.** Neither party shall be liable or responsible for any delay in the performance of, or the ability to perform, any duty or obligation required by this Agreement in the event of a Force Majeure occurrence. For purposes of this Agreement a "**Force Majeure**" occurrence shall include, but shall not be limited to, acts of civil or military authority (including courts or administrative agencies), acts of God, war, riot, or insurrection, embargoes, sabotage, epidemics, fires, unusually severe floods or weather, strikes, lockouts or other labor disputes or difficulties. The obligation of either party to pay money in a timely manner shall not be subject to these Force Majeure provisions. In the event of any delay resulting from a Force Majeure circumstance, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by a Force Majeure circumstance, the party affected shall promptly notify the other in writing.

31. **OFAC.** Each Seller represents and warrants that such Seller is not barred from doing business with U.S. entities pursuant to the U.S. Department of Treasury's Office of Foreign Asset Control ("**OFAC**"), including OFAC's Specially-Designated-Nationals ("**SDN**") list and lists of known or suspected terrorist organizations. If Buyer identifies or is informed that Seller is a valid match for OFAC's SDN list, then this Agreement is void, and not merely voidable, and the Deposit shall be immediately returned to Buyer.

32. **Recordation.** Buyer covenants and agrees that it will not cause this Agreement or a memorandum thereof to become of record in any public office. In the event Buyer violates

this provision, Seller may, at its election and in addition to any other remedies it may have, terminate this Agreement and Buyer shall pay the costs of cancellation of the Escrow Agent.

33. **Further Assurances.** In addition to the acts and deed recited herein and contemplated to be performed, executed or delivered by Seller or Buyer, Seller and Buyer hereby agree to perform, execute and deliver, or cause to be performed, executed and delivered, on the Closing Date or thereafter, any and all such further acts, deeds and assurances as Buyer or Seller, as the case may be, may reasonably require in order to consummate fully the transactions contemplated hereunder.

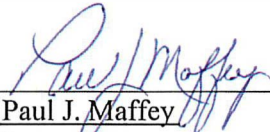
34. **Headings.** The headings of the various paragraphs of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, all of which has been done on the date shown below for each party.

Seller:

Meadow View Associates LLC
a Nevada limited liability company

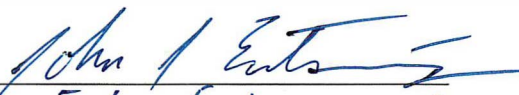
By: 
Name: Paul J. Maffey
Title: Manager

BOYDT2 LLC,
a Nevada limited liability company

By: 
Name: Paul J. Maffey
Title: Manager

Buyer:


Las Vegas Valley Water District
a political subdivision of the State of Nevada

By: 
Name: John Entsminger
Title: General Manager

JOINDER BY ESCROW AGENT

First American Title Insurance Company joins this Agreement for the purposes of acknowledging receipt of this Agreement, agreeing to act as Escrow Agent under this Agreement, accepting the instructions contained herein, and to confirm that the Opening of Escrow occurred on November 9, 2023.

First American Title Insurance Company

By: 
Name: Kristin Ravelo
Title: Escrow Agent

Escrow Number: 1184930

EXHIBIT A

To Purchase and Sale Agreement

Legal Description

PARCEL NO. 1:

PARCEL ONE (1) AS SHOWN ON PARCEL MAP IN FILE 37 OF PARCEL MAPS, PAGE 88 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED SEPTEMBER 29, 1982 IN BOOK 1627 AS INSTRUMENT NO. 1586779 OF OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS CONVEYED TO THE CITY OF LAS VEGAS BY GRANT DEED RECORDED AUGUST 01, 2012 IN BOOK 20120801 AS INSTRUMENT NO. 02128, OFFICIAL RECORDS.

PARCEL NO. 2:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR THE PASSAGE OF VEHICULAR AND PEDESTRIAN TRAFFIC AS CREATED IN DOCUMENT RECORDED JUNE 13, 1986 IN BOOK 860613 AS INSTRUMENT NO. 00187 OF OFFICIAL RECORDS.

EXHIBIT B

To Purchase and Sale Agreement

Form Grant, Bargain and Sale Deed

APN: 139-31-601-004

Recording Requested By:

Las Vegas Valley Water District
1001 S. Valley View Blvd.
Las Vegas, NV 89153
Attn: General Counsel

<p>The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)</p>
--

GRANT, BARGAIN, AND SALE DEED

For good and valuable consideration, the receipt of which is hereby acknowledged, Meadow View Associates LLC, a Nevada limited liability company ("**Meadow View**"), and BOYDT2 LLC, a Nevada limited liability company ("**Boyd**"), as tenants-in-common (collectively, "Grantor"), do hereby grant, bargain, and sell to the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("Grantee"), whose address is 1001 S. Valley View Blvd., Las Vegas, Nevada 89153 all of Grantor's interest in and to that certain real property situated in the County of Clark, State of Nevada, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property");

TOGETHER WITH the tenements, hereditaments and appurtenances thereto belonging or appertaining, or otherwise associated with the Property, if any, and any reversions, remainders, rents, issues or profits thereof, if any, and including, without limitation, any easements, rights-of-way, licenses, permits, occupancy, encroachment, and use permits, air space rights, mineral or subsurface rights, and all will serve letters from utilities providing service to the Property.

SUBJECT, HOWEVER, to all matters of public record affecting the Property.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, if any, unto the said Grantee and to its successors and assigns forever.

Dated as of the ____ day of _____, 2023.

Grantor:

Meadow View Associates LLC,
a Nevada limited liability company

By: _____
Name: Paul J. Maffey
Title: Manager

BOYDT2 LLC,
a Nevada limited liability company

By: _____
Name: Paul J. Maffey
Title: Manager

[notary blocks to be created]

Exhibit "A" to Grant Bargain & Sale Deed

Legal Description of the Property

PARCEL NO. 1:

PARCEL ONE (1) AS SHOWN ON PARCEL MAP IN FILE 37 OF PARCEL MAPS, PAGE 88 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED SEPTEMBER 29, 1982 IN BOOK 1627 AS INSTRUMENT NO. 1586779 OF OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

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

December 5, 2023

Subject:

Award of Bid

Petitioner:

David L. Johnson, Deputy General Manager, Operations

Recommendations:

That the Board of Directors award a bid for the supply of diesel fuel to Pilot Thomas Logistics, LLC, in the amount of \$2,552,343 and authorize a contingency of 25 percent for fluctuations in pricing and volume, contract renewals of four additional one-year terms with annual price and volume increases of up to 35 percent per term, and the General Manager to sign the purchase agreement.

Fiscal Impact:

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

Background:

Bid No. 011121, Supply Contract for #1 Diesel, #2 Diesel, and B99 Biodiesel fuel, was advertised on September 8, 2023, and opened on October 10, 2023. A tabulation of bids received is listed below:

Pilot Thomas Logistics, LLC	\$2,552,343
Rebel Oil Company, Inc.	\$2,572,250
On Time Oil LLC	\$2,685,250
Senergy Petroleum	\$2,697,460

Pilot Thomas Logistics, LLC (Pilot), was the low responsive and responsible bidder as defined by NRS 332.065. The attached Agreement ITB No. 011121, Supply Contract #1 Diesel, #2 Diesel, and B99 Biodiesel Fuel and the Contract Documents referenced therein (Agreement) provide for Pilot to accept and agree to all contract terms listed in the Agreement.

If approved, this Agreement will be in effect from March 1, 2024, through February 28, 2025. The requested \$3,190,429 includes a 25 percent contingency in the first year for possible fluctuations in price and fuel volume. By approval of this item, the Board of Directors also authorizes renewals for up to four additional one-year terms with annual price and volume increases of up to 35 percent per renewal term.

This higher-than-normal percentage increase is requested to cover potentially volatile fluctuations in crude oil pricing, which is based on an industry index plus or minus the margin charged by Pilot. Pilot's margin will not change as prices fluctuate regardless of crude oil pricing. Bid calculations have been estimated based upon prior year fuel consumption.

The alternative diesel blended mixture to be provided by Pilot under this Agreement is recognized by the State of Nevada, the US Environmental Protection Agency, and the US Department of Energy as an alternative fuel. The District utilizes this alternative fuel in its diesel-powered fleet.

This Agreement is being entered into pursuant to NRS 332.065 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the Agreement.

JJE:DLJ:FJM:JDM

Attachments: Disclosure, Agreement

AGENDA
ITEM #

10



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:	5
Corporate/Business Entity Name:	Pilot Thomas Logistics, LLC
Doing Business As:	
Street Address:	1051 Mustang Drive, Suite 600
City, State, and Zip Code	Grapevine, Texas 76051
Website:	
Contact Name:	Shalene Powell
Contact Email:	Shalene.Powell@pilotthomas.com
Telephone No:	817-877-8300
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	4825 N Sloan Lane
City, State, and Zip Code	Las Vegas, NV 89115
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	817-877-8300
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)*

Wholly owned by Maxum Enterprises LLC

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:	Shalene Powell
Signer Title:	Director of Legal
Signer Email:	shalene.powell@pilotthomas.com
Signed Date:	2023-10-12

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.

Corinna Hale

Signature

Corinna Hale, Purchasing Supervisor

Print Name/Title

10/20/2023

Date

From: Shalene McDonald <Shalene.Powell@pilotthomas.com>

Due to our company not being publicly traded or being a non-profit, the request for corporate officers does not apply per the request below.

However, I will provide officers, but they have ZERO ownership or financial interest in the company.

Dennis J. Cassidy – President & CEO

James A. Edwards – Secretary

Brian Baubach – CFO

David Dodson – VP & Controller

AGREEMENT

ITB NO. 011121

SUPPLY CONTRACT #1 DIESEL, #2 DIESEL AND B99 BIODIESEL FUEL

THIS AGREEMENT, made and entered into, by and between the Las Vegas Valley Water District (Owner) and Pilot Thomas Logistics, LLC (Provider).

The Parties do mutually agree as follows:

- a) Owner agrees to purchase, and Provider agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents and throughout the term of the Agreement.
- b) Provider certifies that Provider has read and understands every provision contained in the Contract Documents. Provider shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
- c) For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner will pay the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
- d) Contract Documents which comprise the entire agreement between Owner and Provider for the performance of Work consist of the following (as applicable):

Agreement
Notice of Intent to Award
Amendments
Addenda
Contract General Provisions
Contract General Terms and Conditions
Contract Special Conditions
Contract Technical Specifications
Supplier Response

IN WITNESS WHEREOF, Provider has caused this agreement to be executed the day and year of last signature entered below.

PILOT THOMAS LOGISTICS, LLC

LAS VEGAS VALLEY WATER DISTRICT

By: _____

By: _____

Name: _____

Name: John J. Entsminger

Title: _____

Title: General Manager