SOUTHERN NEVADA WATER AUTHORITY

AGENDA

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – AUGUST 16, 2012

BOARD CHAMBERS, SOUTHERN NEVADA WATER AUTHORITY
100 CITY PARKWAY, SEVENTH FLOOR, LAS VEGAS, NEVADA
(702) 258-3100

Board of Directors
Shari Buck, Chair
Mary Beth Scow, Vice Chair
Sam Bateman
Bob Coffin
Tom Collins
Duncan McCoy
Steve Sisolak

Patricia Mulroy, General Manager

The Southern Nevada Water Authority makes reasonable efforts to assist and accommodate persons with physical disabilities who desire to attend the meeting. For assistance, call Katie Horn at (702) 870-2011 at least 24 hours prior to the meeting.

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

City of Boulder City, City Hall
401 California Street
Boulder City, Nevada

City of Henderson, City Hall
240 Water Street
Henderson, Nevada

City of North Las Vegas, City Hall
2250 Las Vegas Boulevard North
North Las Vegas, Nevada

City of Las Vegas, City Hall
495 South Main Street
Las Vegas, Nevada

Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

Clark County Water Reclamation District
5857 E. Flamingo Road
Las Vegas, Nevada

Southern Nevada Water Authority
100 City Parkway, Suite 700
Las Vegas, Nevada

Las Vegas Valley Water District
1001 S. Valley View Boulevard
Las Vegas, Nevada

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

CALL TO ORDER

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: This is a period devoted to comments by the general public pertaining to items on this agenda. If you wish to speak to the Board about items within its jurisdiction, but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Please limit your comments to three minutes or less. No action may be taken upon a matter not listed on the posted agenda.

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 of the regular meeting of June 21, 2012, and July 19, 2012.

2. *For Possible Action:* Approve and authorize the General Manager to enter into an assistance agreement, in substantially the same form, between the Bureau of Reclamation and the Authority, to accept a grant to support the Authority's Water Smart Landscape Rebate Program, and authorize the General Manager to approve future modifications only if the future modifications do not fiscally impact the Authority.

3. *For Possible Action:* Approve an agreement among the members of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program and the Authority.

4. *For Possible Action:* Approve an agreement between the Board of Regents, Nevada System of Higher Education on behalf of the Desert Research Institute, and the Authority to conduct cloud seeding operations in eastern Nevada, and authorize the General Manager to extend the agreement for two additional one-year periods.

5. *For Possible Action:* Ratify General Counsel's intervention in Public Utility Commission Docket 12-06053, Nevada Power Company's Triennial Integrated Resource Plan.

6. *For Information Only:* Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, the results of the implementation of the Authority's Water Resource and Conservation Plans, activities on the Colorado River, and on the development of in-state water resources.

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 Southern Nevada Water Authority. Please limit your comments to three minutes or less. No action may be taken upon a matter not listed on the posted agenda.

Visit our website at www.snwa.com/apps/agenda/snwa/index.cfml
for Southern Nevada Water Authority Agenda Postings and Approved Minutes

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
REGULAR MEETING
JUNE 21, 2012
MINUTES

CALL TO ORDER	9:02 a.m., SNWA Board Chambers, Southern Nevada Water Authority 100 City Parkway, Seventh Floor, Las Vegas, Nevada
BOARD MEMBERS PRESENT	Shari Buck, Chair Mary Beth Scow, Vice Chair Sam Bateman Bob Coffin Tom Collins Duncan McCoy Steve Sisolak
BOARD MEMBERS ABSENT	None
STAFF PRESENT	John Entsminger, Greg Walch, Rick Holmes, Phil Speight, Scott Krantz
OTHERS PRESENT	Guy Hobbs

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

COMMENTS BY THE GENERAL PUBLIC

Mary Alderman provided comments to the Board and discussed how the Authority's infrastructure surcharge has affected her water bill. A copy of her comments is included with the minutes.

Jim Hammer, Storage One, discussed how increasing charges for his business' firelines have impacted his water bills. He requested a re-evaluation of the surcharge on small business owners.

Director Coffin asked staff to clarify the purpose of the infrastructure surcharge. John Entsminger reiterated that additional revenue was necessary to meet the Authority's revenue gaps resulting from local economic declines. Revenue from the surcharge will pay outstanding debt, not operating expenses or future projects.

Director Sisolak recommended that the Integrated Resource Planning Advisory Committee expedite their evaluation of current revenue sources and funding needs.

In response to public comment and a number of questions from the board, Chair Buck requested an agenda item to discuss the Authority's SNWA infrastructure surcharge at the next meeting.

1. **Approval of Agenda & Minutes**

FINAL ACTION: A motion was made by Director Collins to approve the agenda for this meeting and the minutes of the regular meeting of May 17, 2012. The motion was approved.

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

2. **Approve an amendment to the existing agreement between Katz & Associates, Inc., and the Authority to continue providing support services for the SNWA Major Construction and Capital Plan and the Las Vegas Wash Capital Improvement Program, which reduces the contract not-to-exceed amount to $254,400 and provides the option to extend the agreement for two additional one-year periods.**

3. **Approve a subgrant agreement between the Nevada Division of Environmental Protection and the Authority to accept grant funding in the amount of $105,265 for regional water quality activities and related public outreach initiatives.**

4. **Approve and authorize the General Manager to enter into an assistance agreement between the Bureau of Reclamation and the Authority, in substantially the same form, to accept a grant for an amount not to exceed $100,000 to support the Authority's Water Smart Landscape Rebate Program, and authorize the General Manager to approve future modifications only if the future modifications do not fiscally impact the Authority.**

5. **Approve an interlocal agreement among the City of Henderson, the City of Las Vegas, the City of North Las Vegas, Clark County, the Clark County Regional Flood Control District, the Clark County Water Reclamation District, and the Authority to establish funding allocations and the budget for Las Vegas Wash activities in fiscal year 2012/2013.**

6. **Approve a grant and cooperative agreement between the United States Geological Survey and the Authority to accept funding for aerial imagery acquisition of the Las Vegas Valley in support of the Water Smart Landscape Program, and authorize the General Manager to approve future modifications to the agreement only if future modifications do not fiscally impact the Authority.**

FINAL ACTION: A motion was made by Director Collins to follow staff's recommendations, but to consider item 7 separately. The motion was approved.

7. **Approve Amendment No. 3 to the existing agreement between Spring Valley Associates, LLC, and the Authority, increasing the annual not-to-exceed amount to $850,000 and authorize the General Manager to approve future modifications to the agreement only if future modifications do not fiscally impact the Authority.**

Director Sisolak clarified that this amendment was specific to the Authority's northern resource properties and asked why additional funds were needed to support the agreement. John Entsminger noted that the Spring Valley Associates agreement includes all ranch-related labor.

Previously, the Robinson Ranch property was leased to another party. Recently, the Authority acquired full management of the ranch again, which equates to operating an additional 90,000 acres of property and grazing allotments, in addition to an increase of cattle and other animals. In anticipation of the expiring lease, the Authority included the additional amount in this year's budget to cover the additional labor expenses incurred to manage the property.

Director Sisolak asked if the funds are being used to purchase expertise to run the properties or for more product. Mr. Entsminger clarified that the funds will be used to provide the manpower to grow additional alfalfa, with the intention of producing more revenue.

FINAL ACTION: A motion was made by Director Collins to follow staff's recommendation. The motion was approved.

8. **Approve a takeover agreement between Safeco Insurance Company of America and the Authority providing for Safeco's acceptance of contractual obligations remaining to be performed, and accept all construction work required to be performed under Contract No. 340A 04 C1, Coyote Spring Valley Well and Moapa Transmission System – Moapa Treatment Facility.**

Director Sisolak asked what the Authority does with the savings from this agreement and others after completion of the project. Mr. Entsminger replied that the savings remains in the New Expansion Debt Service until it is expended by another project. Director Sisolak noted that he would prefer the savings not be expended by another project, but instead used towards paying down debt service.

Chair Buck requested an agenda item to discuss where these types of savings are placed within the Authority's budget for a future agenda.

FINAL ACTION: A motion was made by Director Sisolak to follow staff's recommendation. The motion was approved.

9. **Approve the 2012 Amended Facilities and Operations Agreement, in substantially the same form, among the City of Boulder City, the City of Henderson, the Las Vegas Valley Water District, the City of North Las Vegas, and the Authority.**

FINAL ACTION: A motion was made by Vice Chair Scow to follow staff's recommendation. The motion was approved.

10. **Approve the Second Power Exchange Agreement between the Authority and Nevada Power Company, doing business as NV Energy, to exchange power, enabling the Authority to manage its power costs effectively and with more reliable delivery.**

Director Sisolak asked if there was an assessed valuation of the Silverhawk facility. Scott Krantz reported that the Authority spent approximately $110 million for the agency's portion of the plant. He described the modeling efforts that evaluate the plant's costs include operation and maintenance as well as the value it provides to the organization over the next ten years. If the agreement is approved, Mr. Krantz reported that the Authority would receive an added value of $600,000 of power supplies and managed risks.

Director Sisolak asked if bond proceeds were used to purchase the power plant. Mr. Entsminger indicated that he was unsure how the Silverhawk facility was purchased and would need to review the original funding agreement. Director Sisolak asked staff for a complete list of the projects and activities that were funded with bond proceeds.

Director Collins asked Mr. Krantz to clarify a comment made regarding the Authority's initial purchase of the plant at a discount. Mr. Krantz reported that many power plants were constructed as a result of high power costs. With a large number of plants, owners were forced to sell the plants at significant discounts and NV Energy was the only buyer able to purchase these plants.

FINAL ACTION: A motion was made by Vice Chair Scow to follow staff's recommendation. The motion was approved.

11. **Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, the results of the implementation of the Authority's Water Resource and Conservation Plans, activities on the Colorado River, and on the development of in-state water resources.**

John Entsminger, Senior Deputy General Manager, provided the Board with an update of drought conditions and local water use information. A copy of his presentation is included with these minutes. Mr. Entsminger also gave the board an update on the accident at the intake site.

NO ACTION REQUIRED

Public Comment

Brian McAnallen, Las Vegas Chamber, spoke in opposition to the infrastructure surcharge, specifically the fireline issue and its effects on local businesses.

Director Bateman noted the challenge of making up lost revenue on businesses and residents.

Mary Alderman expressed frustration with a bill insert she received characterizing the impacts to customers.

Johnathan Friedrich expressed his frustration with the infrastructure surcharge and the amount of time taken in response to a leak located on Driftwood Drive.

Alisa Sigmund, Watch Me Grow daycare, discussed how the infrastructure surcharge has affected her business in North Las Vegas and hopes for a more equitable resolution.

Richard Lozo discussed his frustration with water rates and noted poor management at the Authority.

A representative of EJM Development noted his confusion on how the fireline rates were developed. John Entsminger noted that the issue would be discussed at the July board meeting.

Adjournment
There being no further business to come before the board, the meeting adjourned at 10:34 a.m.

APPROVED:

Shari Buck, Chair

Patricia Mulroy, General Manager

Copies of all original agenda items and minutes, including all attachments, are on file in the General Manager's office at the Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.

RE: Mary Joy Alderman- Re: Water infrastructure rates

Back to messages |

Mary Alderman
To giunchigliani@aol.c...

6:38 PM
Reply

Really Chris? Before going to the board meeting I spoke to the head of the meter department who not only informed me that it costs alot to do these conversations (which are not free because the costs are passed down) but also that since my property is 1 acre and the meter is about 145 feet from the house, my service wouldn't get to me as it previously has. Converting isn't an option. I am the only person in this town paying $36 for 1000 gallons of water and that isn't right. I will go to every meeting I am informed of and continue to fight for the common folk which I thought you would do. I intend to go to the water district meeting in the morning if I can make it on my bike and address their entire board. Let the c.c. of this e-mail to Ms. Mulroy and Ms. Wilcox serve as notice of that.
Sincerely, Mary Joy

CC: patricia.mulroy@lvvwd.com; julie.wilcox@lvvwd.com
From: giunchigliani@aol.com
Subject: Re: Mary Joy Alderman- Re: Water infrastructure rates
Date: Mon, 18 Jun 2012 16:45:48 -0700
To: lovelasvegas1@hotmail.com

Tx for copying me. I do think in your case MAry Joy it might make sense to covert. Your choice.
Chris

Sent from my iPhone
Giunchigliani

On Jun 11, 2012, at 3:31 PM, Mary Alderman <lovelasvegas1@hotmail.com> wrote:

> Mrs. Mulroy.
>
> Thank you for taking the time to respond to me, however I have already spoken to one of the heads of meter installation who told me that would be very costly for your department and believe it or not I am not only conservative for myself but for everyone.

Your company replaced my meter back in 2007 even though there was NOTHING wrong with it. That replacement meter presently has 64,000 gallons used on it. To replace it as you say for "free" is ludicrous. We both know the costs will be passed on to the customers. Your people and certainly you and your department heads don't work for free. I don't expect that, I am just saying let's be real.

A few years back as a conservation effort for this community, I removed about 3/4 acre of grass. Your company would not pay me 1cent because I wouldn't install water efficient plants. Instead I chose to be a true conservationiist with real desert landscaping. It is called
dirt. It is compacted just like the real desert and doesn't blow away.

I truly wish that you could realize I am not out to get something for nothing. My usage is the same year round, I don't water outside. I only use the water necessary for hygiene and staying alive I should not have to pay $36 a gallon for it. I am a lifelong Las Vegas resident, concerned for all the residents and for our children and grandchildren in the future.

I feel I have done my part where water conservation is concerned and I do not feel that the company you head has done their part for me or anyone else with a 1" line using less than 2,000 gallons a month. I am hopeful that the commission will be forthcoming with a solution that is fair and equitable.

Please advise me when you would like to meet to find a beneficial path.

Very Sincerely,

Mary Joy Alderman

Subject: Re: Mary Joy Alderman- Re: Water infrastructure rates
From: Patricia.Mulroy@lvvwd.com
Date: Sun, 10 Jun 2012 16:17:47 -0700
To: lovelasvegas1@hotmail.com

Mrs. Alderman - If you have a 1 inch meter and use that little water you are a rare customer. For the most part our 1 inch customers use considerably more water and enjoy the benefit our 1 inch

customers enjoy of buying more water in the first tier (which is our lowest tier). So if you are really using that little water I would recommend that you look into downsizing your meter to a 3/4 inch which we will do for you for free. Most of our 1 inch customers don't do it because they jump through the tiers much faster and end up paying more. A 1 inch customer is afforded more water in the cheaper tiers than a 3/4 inch customer. But if you are using 3,000 gallons even in the summer, I highly recommend you look at downsizing your service. We will be happy to meet with you and using your actual bill find the most beneficial path for you.
Pat Mulroy

From: Mary Alderman [lovelasvegas1@hotmail.com]
Sent: 06/10/2012 03:54 PM MST
To: Patricia Mulroy; Julie Wilcox
Subject: FW: Mary Joy Alderman- Re: Water infrastructure rates

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Mrs. Mulroy and Ms. Wilcox:

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I feel that the following would be one fair solution for all residential services with a 1" line:
If these residences can show over a year's time that they use an average of less than 3 thousand gallons per month, they shall be billed at the same rate as a 3/4 inch line. If at the end of any year, they exceed that usage, they will be billed for the difference. This is a fair way to compensate someone who by no fault of their own has a 1" line, especially on homes over 50 years old. It would reflect true conservation.

In examining the SNWA infracstructure charge sheet mailed to me by Ms. Wilcox, it is very notable that the 1" line is the ONLY one that increases almost 400% over the previous 3/4" rate. All the rates that follow increase by around 200% or less. WHY?
Ms. Wilcox's letter also states that the infracture charge is critical for future water delivery. I, however, believe that one charge for all residences up to 1 inch and then an increase in the actual rate for the water used makes far more sense. There is NO way for someone like me who uses minimal amouunts of water to ever be on a level playing field with the 5/8 or 3/4" resident. With the

current structure, I am paying $36 for using 1,000 gallons of water while everyone else can get 20,000 gallons for the same price.
That's my reward for having been the most conservative customer you've had for the past 50 years.

At this time, I realize it would be futile for me to meet with Ms. Wilcox and discuss this, so that won't be necessary.
Unless and until Mrs. Mulroy has the 10 minutes I requested to meet me face to face, I would just be waisting my time.
However, if Ms. Wilcox could keep me informed of future meetings between the SNWA and the county commission, I will take the time to attend them and make my thoughts known. Meanwhile I will appraise commissioner Chris G with a copy of this e-mail.

Very sincerely,

Mary Joy Alderman

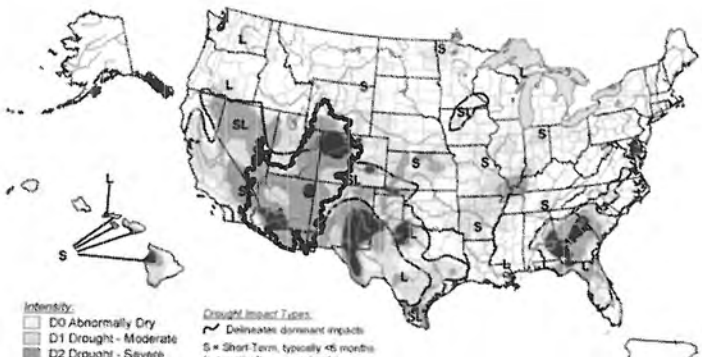
New | Reply Reply all Forward | Delete Mark as ▾ Move to ▾
Categories ▾ |

SOUTHERN NEVADA WATER AUTHORITY

Update on Drought Conditions and Water Use

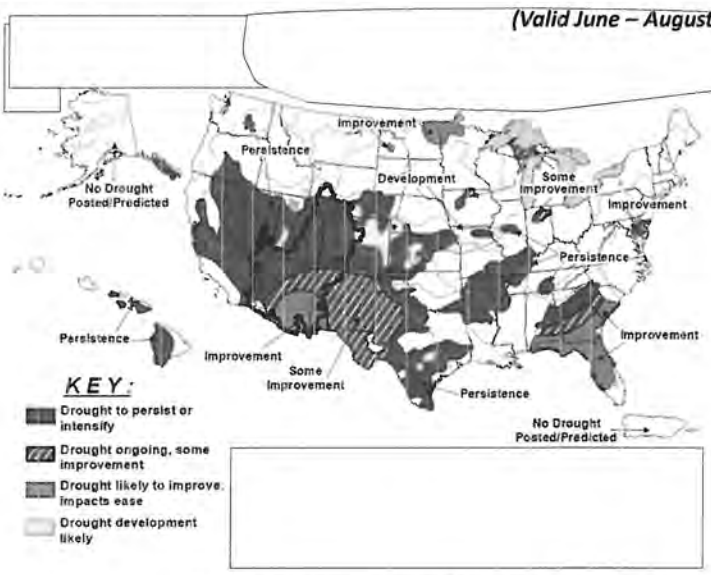
June 21, 2012

Drought Monitor



Seasonal Drought Outlook

(Valid June – August 2012)

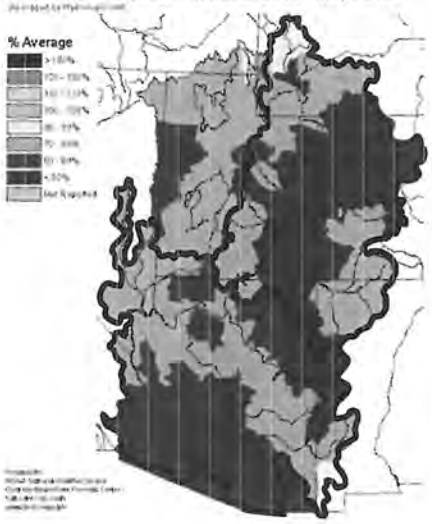


Source: National Oceanic Atmospheric Administration and the U.S. Department of Commerce

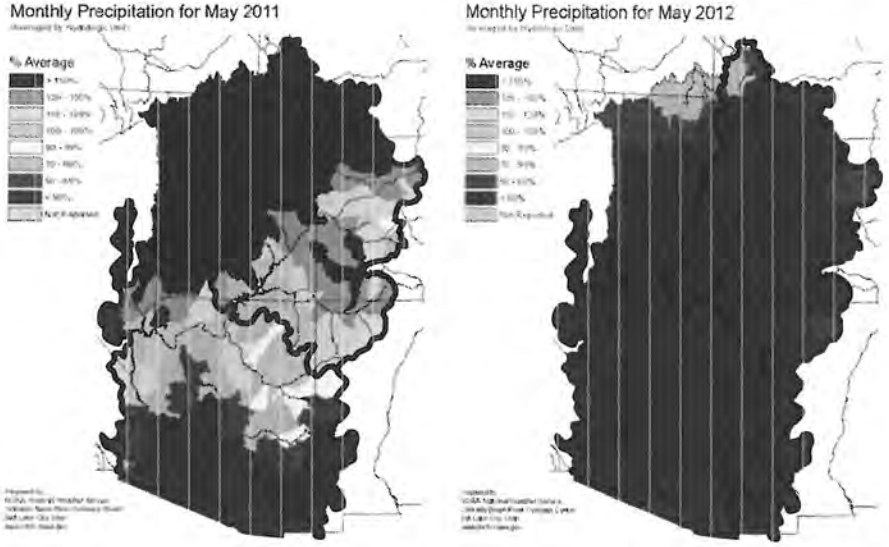
Colorado River Basin Conditions

- **May inflow to Lake Powell:** 34% of average
- **Snow pack:** N/A
- **Water Year 2012 Precipitation:** 71% of average
- **Forecasted Water Year 2012 Inflow to Lake Powell:** 46% of average

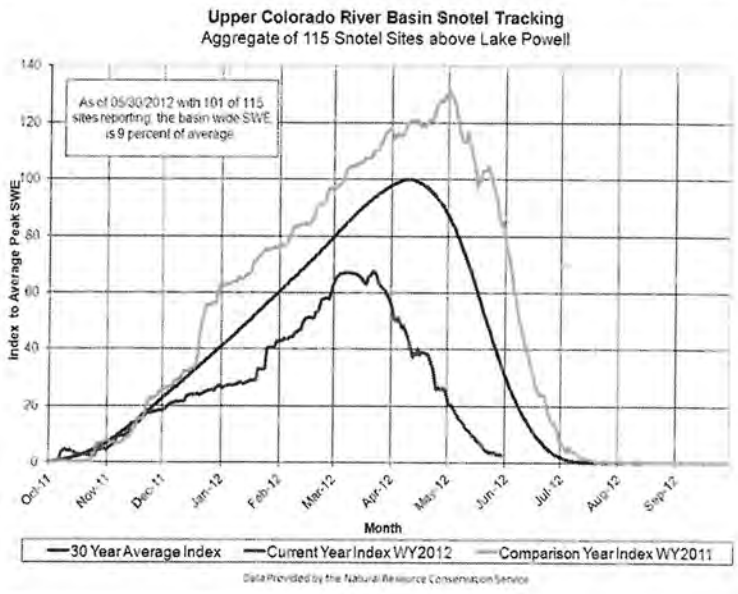
Seasonal Precipitation, October 2011 - May 2012



Colorado River Basin – Monthly Precipitation



Upper Colorado River Basin Snow Accumulation (May)



Precipitation and Inflow Forecast – Lake Powell

Month	2011 Water Year Actual Precipitation	2011 Water Year Inflows Forecast	2012 Water Year Actual Precipitation	2012 Water Year Inflows Forecast
Jan	140%	110%	75%	79%
Feb	127%	105%	84%	78%
Mar	119%	105%	86%	80%
Apr	118%	111%	78%	63%
May	125%	128%	74%	51%
Jun	126%	138%	71%	46%
Jul	128%	139%		
Aug	125%	142%		
Sept	123%	140%		
Actual	120%	139%		

Source: Bureau of Reclamation, Lower Colorado Water Supply Reports

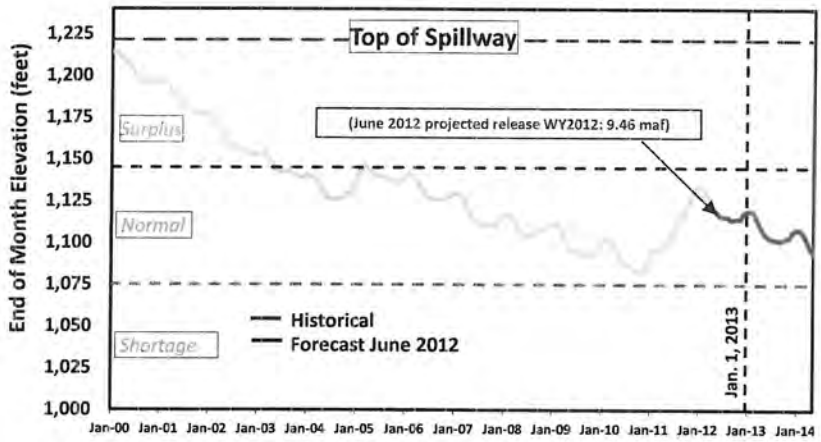
Lake Powell Elevations

January 2012 Calendar Year-End Forecast
3,640 feet

June 2012 Calendar Year End Forecast
3,615 feet

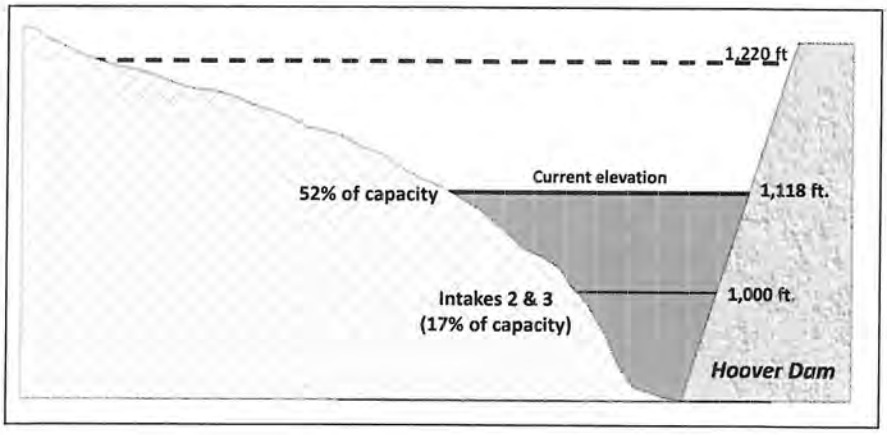
Lake Mead Elevations

(Historical and Forecasted)

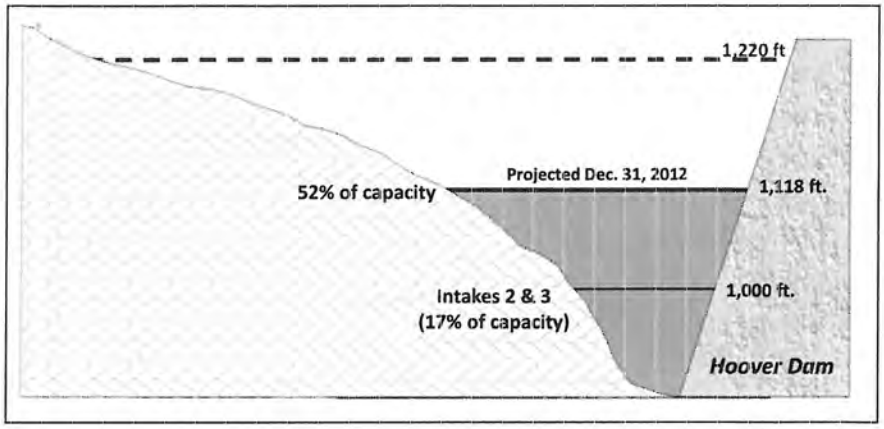


Source: Bureau of Reclamation, June 2012

Lake Mead Capacity

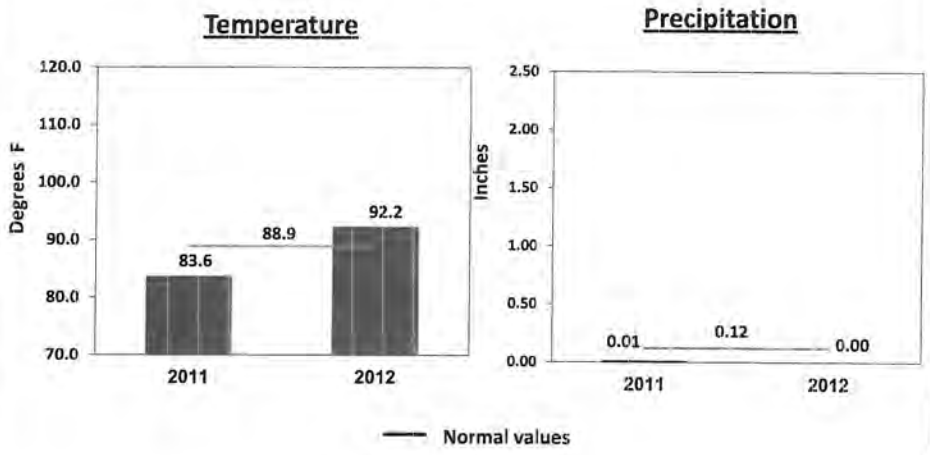


Lake Mead Capacity

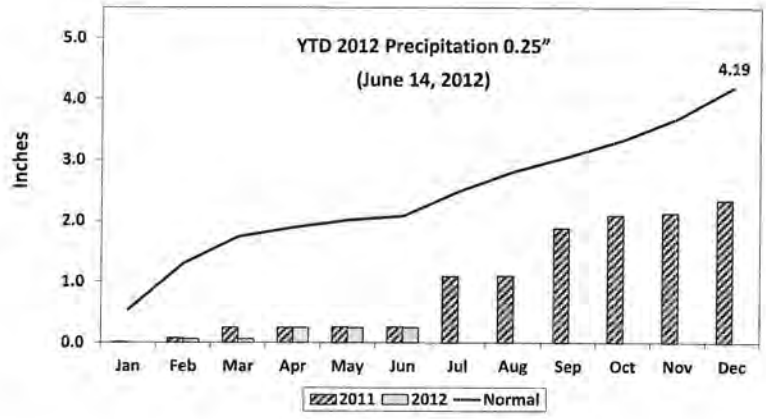


SNWA Water Use

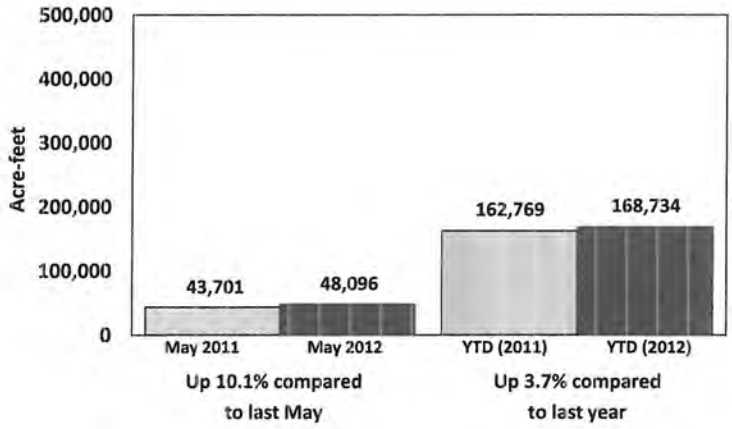
Weather Comparison (May 2012)



Annual Precipitation



SNWA Total Water Use



SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
REGULAR MEETING
JULY 19, 2012
MINUTES

CALL TO ORDER	9:02 a.m., SNWA Board Chambers, Southern Nevada Water Authority 100 City Parkway, Seventh Floor, Las Vegas, Nevada
BOARD MEMBERS PRESENT	Shari Buck, Chair Mary Beth Scow, Vice Chair Sam Bateman Bob Coffin Tom Collins Duncan McCoy Steve Sisolak
BOARD MEMBERS ABSENT	None
STAFF PRESENT	Pat Mulroy, Greg Walch, Rick Holmes, Phil Speight
OTHERS PRESENT	Guy Hobbs

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

COMMENTS BY THE GENERAL PUBLIC

Mary Alderman discussed how the Authority's infrastructure surcharge has affected her water bill. She provided the Board with some correspondence that is included with the minutes.

Barbara Holland discussed the infrastructure surcharge's impacts to homeowners associations.

John Pretlove, First Baptist Church of the Lakes, discussed how the infrastructure surcharge has affected his church's water bills.

Hayes Latin discussed how the infrastructure surcharge has affected the homes living within his homeowners association and those living on fixed incomes.

Sue Strand discussed how the infrastructure surcharge has affected the 84 units within her development and homeowners struggle to afford the bill.

Kevin Apperson of North Las Vegas Baptist Church discussed how the infrastructure surcharge affected the church's water bill and would like to see a more equitable distribution of rate.

Suzette LaGrange, representing an industrial property, discussed the property's bill and how only a small portion of the bill is attributed to actual water use.

Jerry Curlig of Nevada Community Management discussed the infrastructure surcharge's impacts to homeowners associations in Southern Nevada.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Director Sisolak to approve the agenda for this meeting and the minutes of the regular meeting of May 17, 2012. The motion was approved.

2. Appoint a Chairman and Vice Chairman to preside over the Board of Directors for fiscal year 2012/2013, and appoint three directors to serve as commissioners of the Colorado River Commission for one-year terms.

FINAL ACTION: A motion was made by Director Bateman to reappoint Director Shari Buck as Chair, Director Mary Beth Scow as Vice Chairman, and Directors Bob Coffin, Tom Collins and Duncan McCoy as commissioners of the Colorado River Commission. The motion was approved.

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

4. **Approve a grant and assistance agreement between the Bureau of Reclamation and the Authority to accept funding for aerial imagery acquisition of the Las Vegas Valley in support of the Water Smart Landscape Program, and authorize the General Manager to approve future modifications to the agreement only if future modifications do not fiscally impact the Authority.**

5. **Approve two assistance agreements between the Bureau of Reclamation and the Authority to receive funding for projects associated within the Las Vegas Wash, and authorize the General Manager to approve future modifications to the agreements only if future modifications do not fiscally impact the Authority.**

6. **Approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation WaterSMART: Cooperative Watershed Management Program.**

FINAL ACTION: A motion was made by Director Sisolak to follow staff's recommendations, but to consider item 3 separately. The motion was approved.

3. **Approve Amendment No. 1 to the existing agreement between EMA, Inc., and the Authority for professional engineering services for Project No. 300E, Control System Improvements, and extend the term of the agreement to December 31, 2014.**

Pat Mulroy noted that the amendment was anticipated because of the project's phased components. Director Sisolak asked if staff anticipated an additional amendment. Ms. Mulroy noted that this amendment would be the final.

FINAL ACTION: A motion was made by Director Sisolak to follow staff's recommendation. The motion was approved.

BUSINESS AGENDA

Items 7 and 8 were considered in one motion.

7. **Approve a First Amended Agreement among Clark County, the Clark County Regional Flood Control District, the Clark County Water Reclamation District, the City of Henderson, the City of Las Vegas, the City of North Las Vegas, the Las Vegas Valley Water District, and the Authority regarding the Las Vegas Valley Watershed Advisory Committee.**

8. **Adopt the Las Vegas Valley Watershed Advisory Committee's 2012 Regional Water Quality Plan.**

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

9. **Discuss actions related to the Infrastructure Surcharge that would reduce the impact to customers with fire meters through the use of revenue eligible for inclusion in the Rate Stabilization Fund, discuss providing direction to the Integrated Resources Planning Advisory Committee regarding its discussion and recommendations related to the Infrastructure Surcharge, and take action as appropriate.**

Ms. Mulroy discussed a number of issues related to the infrastructure surcharge including customers with one-inch meters and homeowners associations. Customers with one-inch meters are offered a meter-downsizing program; however, Ms. Mulroy noted that many are not taking advantage of the program because they are concerned with water pressure.

Ms. Mulroy gave a brief history of water facility construction in Southern Nevada. Due to tremendous growth experienced in the late 1990s and early 2000s, significant infrastructure was required to treat and deliver water to customers throughout the valley and meet max-day demands. In addition, the third intake was constructed to provide a high quality of water to customers and replace capacity in the event the Intake No. 1 fails due to lowered lake elevation.

In the mid-1990s, a citizens committee was established to determine the funding for the infrastructure needed to allow Southern Nevada to grow. The committee established a formula that heavily relied on growth-based revenues including connection fees to meet debt service obligations. When Southern Nevada's economy declined beginning in the late 2008, as did a significant funding source for the SNWA. The SNWA relied on reserves to meet debt obligations for three years; however, it became apparent that a new funding source was required to meet debt obligations in the long-term.

Ms. Mulroy went on to discuss the unique needs of Southern Nevada's water infrastructure, including the need to meet peak demands or catastrophic events, including fire events. She noted that infrastructure was sized to protect businesses against fire, despite their low bills. Regardless of water use, the infrastructure was constructed and is necessary to provide adequate fire protection.

Director Collins noted that the debt is not related to the purchase of water, but reminded the public that it is associated with the infrastructure, reliability and fire protection.

Ms. Mulroy invited Guy Hobbs to the podium and reminded the board that the SNWA will experience a spike in debt service in 2016. She also noted the Board's intention to create a Rate Stabilization Fund that would hold revenues that was in excess of the amount required by the reserves to maintain bond ratings.

Guy Hobbs reviewed the rate process undertaken by the SNWA in early 2012, and discussed how recent bond refunding activities have yielded money savings for the Rate Stabilization Fund. In addition to refunding, the infrastructure surcharge was assessed two months prior to the date the rate models utilized and sales tax collections have been higher than expected. Together, these monies can provide a means for a 50 percent credit towards fire meter rates on future bills through 2016.

Uncomfortable with exhausting the Rate Stabilization Fund, Director Sisolak proposed a 50 percent credit on the previously-adopted fire meter charge, effective for August 2012 consumption for three years or until the Integrated Resource Planning Advisory Committee recommends a different alternative. He went on to note the importance that the committee make rate evaluations a priority and address the issue sooner than the original schedule.

Director McCoy stated that his constituents in Boulder City are not directly affected by the motion, but did note that he believes that it is the responsibility of the entire community to fund infrastructure.

Before calling for a vote, Chair Buck opened the item for public comment.

Brenda Lovato of IRUM, a property management committee, urged the board to ensure property managers are represented on IRPAC.

Mark Rich discussed the infrastructure surcharge impacts to his water bill at his business.

John Wightman noted that his property paid a $5,000 TAB fee when a fireline was constructed.

Carl Plunkett spoke on behalf of his mother's property who maintains a 1 ½-inch meter and how the infrastructure surcharge has affected her bill.

Ed Uehling discussed water rate increases and water infrastructure, and the purpose of utilities.

Kyle Nagy, NAIOP, discussed how his clients have been affected by the infrastructure surcharge and is concerned about the distribution of rates.

Sandra Cuda, representative of apartment complexes, discussed how the water bills are causing significant burdens to homeowners associations.

Brian McAnallen, Las Vegas Chamber, thanked the Board for the credit, but noted concerns about ongoing revenue challenges, specifically those in 2016.

Jonathon Friedrick discussed how the infrastructure surcharge has affected his home with a one-inch meter.

Valerie Cochran, Weingarten Realty, discussed the infrastructure surcharge's impacts to the properties her company manages.

Alisa Sigmund, Watch Me Grow Daycare, discussed how the infrastructure surcharge has affected her business and noted that the surcharge makes it difficult to budget.

Perry Bushel, Sunrise RV, discussed how his fire meters and resulting infrastructure surcharge has affected his business and wants a fair and equitable solution.

Marc Sherwood, Nevada Assemblyman, discussed impacts resulting from the infrastructure surcharge to a school in Henderson serving autistic students. He noted the SNWA should be seeking additional resources.

Rick Truesdale noted his appreciation of the fireline credit and asked the Board to a long-term, equitable solution to revenue shortfall challenges for the community.

Jack Woodcock maintains a childcare business and is seeking an exception for vacant properties.

Pablo Namuro discussed impacts from the infrastructure surcharge to his church's water bill.

Ernie Selman, Allied Building Materials, discussed an article from a 1961 Las Vegas Review Journal paper about an underground water source.

Mary Joy Alderman was appreciative of the 50 percent credit for fire lines, but noted that she remains frustrated that no credits have been given to homeowners with one-inch meters and is looking for a consumptive-based charge.

FINAL ACTION: A motion was made by Director Sisolak to assess a 50 percent credit to fire meter charges only, effective for August consumption for three years, or until the Board approves an alternate recommendation made by the Integrated Resource Planning Advisory Committee. The motion was approved.

10. Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, the results of the implementation of the Authority's Water Resource and Conservation Plans, activities on the Colorado River, and on the development of in-state water resources.

Rick Holmes, Deputy General Manager, provided the Board with an update of drought conditions and local water use information. A copy of his presentation is included with these minutes.

NO ACTION REQUIRED

Public Comment
None

Adjournment
There being no further business to come before the board, the meeting adjourned at 10:58 a.m.

APPROVED:

Shari Buck, Chair

Patricia Mulroy, General Manager

Copies of all original agenda items and minutes, including all attachments, are on file in the General Manager's office at the Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.

SOUTHERN NEVADA WATER AUTHORITY
1001 South Valley View Boulevard • Las Vegas, NV 89153
(702) 258-3939 • snwa.com

June 7, 2012

Mary Alderman
1550 Bracken Ave.
Las Vegas, NV 89104

Dear Ms. Alderman,

Thank you for your recent inquiries regarding the Southern Nevada Water Authority's (SNWA) infrastructure charge. I have included below the information you requested during a conversation you had on June 6, 2012 with a Las Vegas Valley Water District (LVVWD) Customer Services Representative. This information can also be found in the LVVWD Service Rules, which are available at www.lvvwd.com.

- **Listing of Tier Allocations:** This chart, titled Las Vegas Metered Rates and Charges, is on the third page of this letter. The chart includes the daily service charge, rate tier and consumption tier charges.
- **Listing of Service Charges:** All residential and non residential customers are charged a commodity charge at $.30 per 1,000 gallons for all of their billed consumption. In addition, all residential customers are charged a reliability charge at .25 percent of their total water bill, including service charges and consumption rate.
- **Listing of Infrastructure Surcharges:** This chart is outlined below and includes the daily infrastructure charge for residential and nonresidential customers.

Meter Size (inches)	SNWA Daily Infrastructure Charge		
	Non-Residential	Residential	
5/8"	$0.6350	$0.1667	
3/4"	$0.6350	$0.1667	
1"	$1.2027	$0.6403	400% increase
1 1/2"	$2.4053	$1.2803	200% "
2"	$3.8483	$2.0487	under 200% "
3"	$7.6967	$4.0967	200% "
4"	$12.0263	$6.4010	160% "
6"	$24.0523	$12.8017	200% "
8"	$38.4833	$20.4823	160% "
10"	$55.3197	$20.4823	no increase
12"	$55.3197	$20.4823	no increase

Las Vegas Valley Water District

(800) 252-2011 (702) 870-4194 lvvwd.com

Customer Name: ALDERMAN, MARY J
Account Number: 9482732962-7
Billing Date: 05/24/2012
Due Date: 06/18/2012

You are in Watering Group D
Summer Watering (May-Aug.): Any day

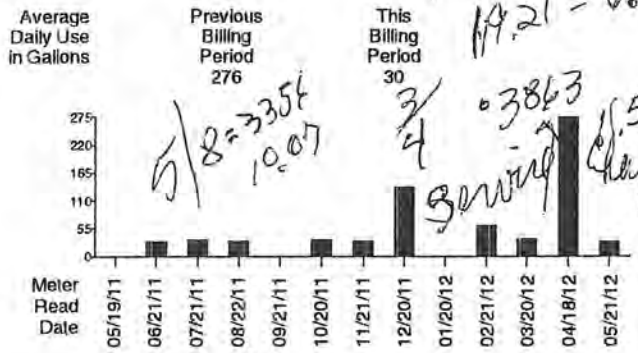
Please pay total by due date to avoid a 4% late charge. Failure to pay by the due date specified may result in an assessment or an increase of security deposit.

Account Summary

Previous Balance	37.42
Payment Received - 05/21/12	-37.42
Current Charges	38.73
Bill Corrections and Adjustments	0.00
Late Charges	0.00
Amount Due this Period	**$38.73**

Service Address: 1550 BRACKEN AVE **This service is in Watering Group D**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0600271	1"	63	05/21/12	62	04/18/12	1



Billing Period: 04/19/12 - 05/21/12 **Total # of Days: 33**
Meter #: 0600271 **Billed Usage 1**

Service Charge $0.488 x 33 Days	16.10
Tier #1 1 x $1.16	1.16
SNWA Commodity Charge 1 x $0.30	0.30
SNWA Infrastructure Charge 33 x $0.6403	21.13
SNWA Reliability Surcharge	0.04
Subtotal	**$38.73**

Sprinkler watering prohibited 11 a.m.-7 p.m., May 1-Oct. 1

Avoid a water-waste fee: Water early to avoid evaporation and late-day winds.

Please detach at perforation and return with payment

017727

COLR360B 7859 0001 VHG
07 120525 PAGE 00001 OF 00001 LVVWDST 7538

Las Vegas Valley Water District

(800) 252-2011 (702) 870-4194 lvvwd.com

Linda Barnes
Audit # 04516B

Customer Name: ALDERMAN, MARY
Account Number: 9482732962-7
Billing Date: 06/26/2012
Due Date: 07/23/2012

You are in Watering Group D
Summer Watering (May-Aug.): Any day

Please pay total by due date to avoid a 4% late charge. Failure to pay by the due date specified may result in an assessment or an increase of security deposit.

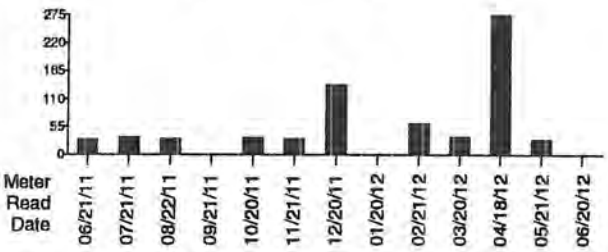
Account Summary

Previous Balance	38.73
Payment Received - 06/18/12	-38.73
Current Charges	33.89
Bill Corrections and Adjustments	0.00
Late Charges	0.00
Amount Due this Period	**$33.89**

Service Address: 1550 BRACKEN AVE — **This service is in Watering Group D**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0600271	1"	63	06/20/12	63	05/21/12	0

Average Daily Use In Gallons — Previous Billing Period 30 — This Billing Period 0



Billing Period: 05/22/12 - 06/20/12 **Total # of Days: 30**
Meter #: 0600271 **Billed Usage 0**

Service Charge $0.488 x 30 Days	14.64
SNWA Infrastructure Charge 30 x $0.6403	19.21
SNWA Reliability Surcharge	0.04
Subtotal	**$33.89**

We want you to know the facts about your water:
Visit **lvvwd.com** to view the district's annual Water Quality Report.

Please detach at perforation and return with payment. 017528

LAS VEGAS VALLEY WATER DISTRICT

☐ Check box for address change. Print on reverse side.

☐ Check box for information on paying electronically.

Pay by Phone or Internet:
(800) 252-2011 (702) 870-4194 lvvwd.com

Account Number	Unpaid Balance	Total Charges Due 07/23/2012	Total Amount Due
9482732962 7	$0.00	$33.89	$33.89

Bill Date: 06/26/2012

Make check payable to "Water District"

ALDERMAN, MARY
ALDERMAN,R E
1550 BRACKEN AVE
LAS VEGAS NV 89104-3338

7184
HSP 21

LVVWD
1001 S VALLEY VIEW BLVD
LAS VEGAS NV 89153

94827329620000000000000000338977

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Business owners to water authority: Rate hike's 'a tremendous mistake'

BY HENRY BREAN
LAS VEGAS REVIEW-JOURNAL

Posted: Jun. 21, 2012
Updated: Jun. 22, 2012

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Michael Gompham's Sound Point

A couple of weeks ago, the Las Vegas Valley Water District got an earful from customers about a steep rate hike on businesses.

On Thursday, it was the Southern Nevada Water Authority's turn.

A handful of angry business owners and residents attacked the rate increase during the authority board's monthly meeting, and many more people have called and sent letters about their ballooning bills.

The barrage of complaints and concerns prompted Clark County Commissioner Steve Sisolak to issue an unusual apology of sorts: He didn't understand what he was voting for when he voted for the rate hike earlier this year.

"I was under a totally different impression when we passed this increase," Sisolak said.

He said he had no idea that the new infrastructure surcharge he helped approve would boost the monthly bills for some businesses, churches and nonprofits by 200 percent or more. He thought most people would have to pay a flat monthly increase of about $5.

If he didn't know then, he certainly does now.

The new surcharge drew vocal opposition from the Las Vegas Chamber of Commerce and others before it was approved, and the chorus of complaints has grown since the rate hike began showing up on bills in May.

The new surcharge is based on the size of the pipe serving the property, not how much water is used. As a result, commercial properties have been hit with huge bills for the large but little-used water lines that feed their hydrants and fire sprinkler systems.

Jim Hammer is president of Storage One, which owns 24 self-storage facilities in the valley. He told the authority board that the water bills for his businesses shot up by a combined 300 percent when the new charge took effect.

"We're not looking to dodge our fair share of this, but this is certainly inequitable," Hammer said. "It's not fair, and it's tremendously detrimental to our business."

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Brian McAnallen, vice president of government affairs for the Las Vegas Chamber of Commerce, called the rate hike "a tremendous mistake" - one made worse by differences in the way the authority's member utilities charge their customers.

"You have businesses that are very confused by these bills and concerned about what they will mean for their bottom line," McAnallen said.

The water authority board can expect to hear more complaints like that at its July 19 meeting, when the agenda will include a discussion of the new surcharge.

Sisolak and others are trying to speed up a planned review of the charge, which was originally supposed to be done as part of a larger planning process over the next year and half by a new citizens committee being assembled.

Sisolak said some water customers may not be able to wait that long.

"What I'm hearing from the business community is they're not going to make it 18 to 20 months," he said.

McAnallen said something needs to be done. The business owners he is talking to can scarcely afford the current surcharge, which is slated to last for the next three years. If no other solution is found by 2016, the charge will have to be doubled to cover the authority's debt load, he said.

Authority officials have acknowledged that the surcharge affects businesses more than residents, but they said the new fee is necessary to pay down roughly $2.5 billion in construction debt and finish funding an $800 million intake being built to keep water flowing to the valley even if Lake Mead continues to shrink.

Such projects used to be paid for with the spoils of growth, namely connection charges from new homes and commercial buildings. When growth stopped, so did the water authority's primary source of construction money.

It's not just business owners who are complaining about the surcharge.

While the average single-family home saw its bill go up by about $5, some older homes with larger lots and water lines took a bigger hit.

Lifelong Las Vegas resident Mary Joy Alderman lives in a 60-year-old downtown home that sits on an acre of land served by a 1-inch water meter. She said her bill just jumped to about $36 though she has slashed her monthly water use to around 1,000 gallons - less than a tenth of what the average home consumes - and doesn't water her landscaping at all.

"Everyone else gets 20,000 gallons a month for $36," she said, adding that actual water use accounts for less than $2 of her bill.

"I have done my part," Alderman told the water authority board. "You need to do yours."

Contact reporter Henry Brean at hbrean@reviewjournal.com or 702-383-0350.

Trending topics: Henry Brean | Las Vegas | rate hike | Southern Nevada Water Authority | Steve Sisolak

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RE: Mary Joy Alderman- Re: Water infrastructure rates

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Mary Alderman 6/11/12
To patricia.mulroy@lv... Reply

Mrs. Mulroy.

Thank you for taking the time to respond to me, however I have already spoken to one of the heads of meter installation who told me that would be very costly for your department and believe it or not I am not only conservative for myself but for everyone.

Your company replaced my meter back in 2007 even though there was NOTHING wrong with it. That replacement meter presently has 64,000 gallons used on it. To replace it as you say for "free" is ludicrous. We both know the costs will be passed on to the customers. Your people and certainly you and your department heads don't work for free. I don't expect that, I am just saying let's be real.

A few years back as a conservation effort for this community, I removed about 3/4 acre of grass. Your company would not pay me 1cent because I wouldn't install water efficient plants. Instead I chose to be a true conservationiist with real desert landscaping. It is called
dirt. It is compacted just like the real desert and doesn't blow away.

I truly wish that you could realize I am not out to get something for nothing. My usage is the same year round, I don't water outside. I only use the water necessary for hygiene and staying alive I should not have to pay $36 a gallon for it. I am a lifelong Las Vegas resident, concerned for all the residents and for our children and grandchildren in the future.

I feel I have done my part where water conservation is concerned and I do not feel that the company you head has done their part for me or anyone else with a 1" line using less than 2,000 gallons a month. I am hopeful that the commission will be forthcoming with a solution that is fair and equitable.

Please advise me when you would like to meet to find a beneficial path.

Very Sincerely,

Mary Joy Alderman

Subject: Re: Mary Joy Alderman- Re: Water infrastructure rates
From: Patricia.Mulroy@lvvwd.com
Date: Sun, 10 Jun 2012 16:17:47 -0700
To: lovelasvegas1@hotmail.com

Mrs. Alderman - If you have a 1 inch meter and use that little water you are a rare customer. For the most part our 1 inch customers use considerably more water and enjoy the benefit our 1 inch customers enjoy of buying more water in the first tier (which is our lowest tier). So if you are really using that little water I would recommend that you look into downsizing your meter to a 3/4 inch which we will do for you for free. Most of our 1 inch customers don't do it because they jump through the tiers much faster and end up paying more. A 1 inch customer is afforded more water in the cheaper tiers than a 3/4 inch customer. But if you are using 3,000 gallons even in the summer, I highly recommend you look at downsizing your service.
We will be happy to meet with you and using your actual bill find the most beneficial path for you.
Pat Mulroy

From: Mary Alderman [lovelasvegas1@hotmail.com]
Sent: 06/10/2012 03:54 PM MST
To: Patricia Mulroy; Julie Wilcox
Subject: FW: Mary Joy Alderman- Re: Water infrastructure rates

---

Mrs. Mulroy and Ms. Wilcox:

I feel that the following would be one fair solution for all residential services with a 1" line:
If these residences can show over a year's time that they use an average of less than 3 thousand gallons per month, they shall be billed at the same rate as a 3/4 inch line. If at the end of any year, they exceed that usage, they will be billed for the difference.
This is a fair way to compensate someone who by no fault of their own has a 1" line, especially on homes over 50 years old. It would reflect true conservation.

In examining the SNWA infracstructure charge sheet mailed to me by Ms. Wilcox, it is very notable that the 1" line is the ONLY one that increases almost 400% over the previous 3/4" rate. All the rates that follow increase by around 200% or less. WHY?

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Ms. Wilcox's letter also states that the infracture charge is critical for future water delivery. I, however, believe that one charge for all residences up to 1 inch and then an increase in the actual rate for the water used makes far more sense. There is NO way for someone like me who uses minimal amouunts of water to ever be on a level playing field with the 5/8 or 3/4" resident. With the current structure, I am paying $36 for using 1,000 gallons of water while everyone else can get 20,000 gallons for the same price. That's my reward for having been the most conservative customer you've had for the past 50 years.

At this time, I realize it would be futile for me to meet with Ms. Wilcox and discuss this, so that won't be necessary. Unless and until Mrs. Mulroy has the 10 minutes I requested to meet me face to face, I would just be waisting my time. However, if Ms. Wilcox could keep me informed of future meetings between the SNWA and the county commission, I will take the time to attend them and make my thoughts known. Meanwhile I will appraise commissioner Chris G with a copy of this e-mail.

Very sincerely,

Mary Joy Alderman

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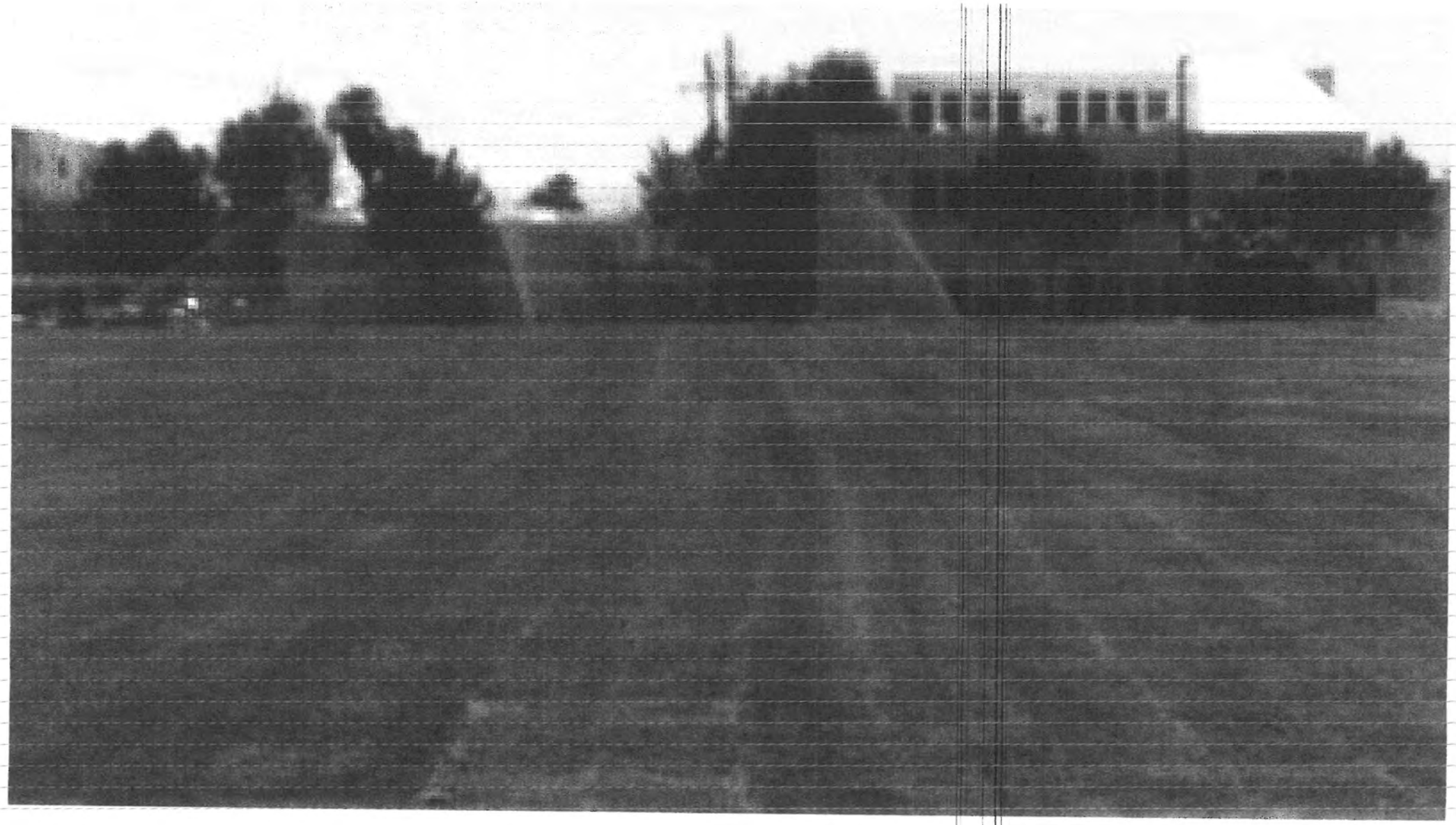

H&L Realty and Management Company

720 S. 4th Street, #201
P.O. Box 7440
Las Vegas, NV 89125

JUST THE FAX!

Date: 7/16/2012

Number of pages including cover sheet: 54

Attention: JULIE WILCOX

To:

Phone: 702-258-3939

Fax phone: 702-822-8530

CC:

From: Barbara Holland

Phone: 702-385-5611

Fax phone: 702-385-3759

Please call if you do not receive all pages faxed.

REMARKS: ☑ Urgent ☑ For your review ☑ Reply ASAP ☐ Please comment

Per our telephone conversation - thanks - Barbara

1. Bella Vita p. 1-8
2. Kampa Mynt p. 9-28
3. One Turnberry p. 29-43
4. Karolynn Amerson p. 44-48
5. H+L Realty p. 49-53

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Bella Vita Homeowners Association

Bella Vita HOA
5010 Indian River Dr
Middle Clubhouse
Las Vegas, NV 89103

July 13, 2012

TO: Las Vegas Valley Water District/ Southern Nevada Water Authority
Infrastructure Charges Meeting July 19th
FROM: Diane M Howe, CAM, CMCA for Bella Vita HOA

I have attached the new charge rate summary and Bella Vita HOA has been categorized as "Residential"

BREAK DOWN:
73 - 1" meters $21.13 = $1,542.49 (monthly)
1- 1" meter $17.93 = $17.93 (monthly)
43 - 1.5" meters $42.25 = $1,816.75 (monthly)
2 - 1.5" meters $35.85 = $71.17 (monthly)
25 – 2" meters $ 67.61 = $1,690.25 (monthly)

TOTAL INCREASE TO WATER BILL MONTHLY - $ 5,138.59
ANNUAL INCREASE - $61,663.08 annually for the next 3 years

Also LVVWD representative stated there may be an "annual" increase which may be assessed in October –3% to 5% anticipated per LVVWD.

QUESTIONS FOR LVVWD/ SNWA

1. **WHY WERE THE AMOUNTS BILLED MORE THEN WHAT WAS QUOTED ON LVVWD'S WEBSITE RATE SCHEDULE PUBLISHED ON 5-22-2012 & 07-12-2012?**
2. **WHY DIDN'T LVVWD/SNWA NOTIFY CUSTOMERS OF THE PRINTED RATES BEING INCREASED BEFORE BILLING THE CUSTOMERS?**
3. **WHEN WAS THIS NEW "UNPUBLISHED" INCREASE VOTED ON AND BY WHOM?**

ON 05/22/12 & 07/12/12 – SNWA INFRASTRUCTURE CHARGE INFO FROM WEBSITE- RATES RESIDENTIAL (ATTACHED). ACTUAL QUOTED RATES AND ACTUAL DIFFERENCE CHARGED LISTED BELOW:

1" METER	**$ 19.21**	**CHARGED ON BILL $ 21.13**	**$1.92 MORE PER METER**
1.5" METER	**$ 38.41**	**CHARGED ON BILL $ 42.25**	**$3.84 MORE PER METER**
2" METER	**$ 61.46**	**CHARGED ON BILL $ 67.61**	**$6.13 MORE PER METER**

BELLA VITA HOA
5010 INDIAN RIVER DRIVE
LAS VEGAS, NV 89103
ACCOUNT NUMBER: 1574217743-7

BUILDING ADDRESS	METER NUMBER	INFRASTRUCTURE CHARGE	PERCENT INCREASE See page 4 total monthly increase
4310 Sandy River Dr	0555911	67.61	
4310 Sandy River Dr	0575305	42.25	
4320 Sandy River Dr	0618969	21.13	
4330 Sandy River Dr	0619000	21.13	
4340 Sandy River Dr	0618967	21.13	
4350 Sandy River Dr	0618995	21.13	
4360 Sandy River Dr	0575308	42.25	
4361 Alexis Dr	0570457	42.25	
4361 Alexis Dr	0555884	67.61	
4370 Sandy River Dr	0619012	21.13	
4371 Alexis Dr	0555884	67.61	
4380 Sandy River Dr	0613747	21.13	
4381 Alexis Dr	0484264	21.13	
4390 Sandy River Dr	0575316	42.25	
4391 Alexis Dr.	0599358	42.25	
4400 Sandy River Dr	0575327	42.25	
4401 Alexis Dr	0680750	21.13	
4410 Sandy River Dr	0680873	21.13	
4411 Alexis Dr	0372592	42.25	
4420 Sandy River Dr #304	0528733	21.13	
4421 Alexis Dr	0599405	42.25	
4421 Alexis Dr	0638485	42.25	
4430 Sandy River Dr #303	0678454	21.13	
4431 Alexis Dr	0680723	21.13	
4440 Sandy River Dr	0703233	21.13	
4450 Sandy River Dr #306	0600048	67.61	
4460 Sandy River Dr # 307	0630924	21.13	
4470 Sandy River Dr #308	0698341	21.13	
4480 Sandy River Dr #309	0630608	21.13	
4900 Blk Countryside Dr	0269474	67.61	
4918 River Glen Dr #110	0575281	42.25	
4920 Indian River Dr	0613635	21.13	
4921 Indian River Dr	0599374	42.25	
4921 River Glen Dr	0600220	21.13	

4936 River Glen Dr #118	0415441	42.25	
4940 Indian River Dr	0630490	21.13	
4941 River Glen Dr	0575326	42.25	
4943 Indian River Dr	0600041	67.61	
4943 Indian River Dr #313	0599366	35.85	
4954 River Glen Dr	0600033	67.61	
4954 River Glen Dr #111	0599376	42.25	
4960 Indian River Dr	0610743	21.13	
4981 River Glen DR	0593921	21.13	
4965 Indian River Dr	0630507	21.13	
4972 River Glen Dr	0599399	42.25	
~~4980 Indian River Dr~~	~~0599380~~	~~42.25~~	
4981 River Glen Dr	0503034	42.25	
4987 Indian River Dr #312	0538231	21.13	
4990 River Glen #116	0610679	21.13	
5000 Indian River Dr	0599387	42.25	
5001 River Glen Dr	0520784	21.13	
5008 River Glen Dr #112	0434566	21.13	
5009 Indian River Dr #314	0703197	21.13	
5010 Indian River Dr	0492572	67.61	
5020 Indian River Dr	0599397	42.25	
5021 River Glen Dr	0520896	21.13	
5026 River Glen Dr #115	0618958	21.13	
5031 Indian River Dr	0235939	21.13	
5040 Indian River Dr	0610763	21.13	
5041 River Glen Dr	0528841	21.13	
5044 River Glen Dr #113	0624581	21.13	
5053 Indian River Dr #315	0444200	21.13	
5060 Indian River Dr	0405872	67.61	
5060 Indian River Dr	0599479	67.61	
5061 River Glen Dr	0599394	42.25	
5061 River Glen Dr	0599655	67.61	
5062 River Glen Dr #114	0619090	21.13	
5063 Indian River Dr	0362758	67.61	
5070 River Glen Dr	0362766	67.61	
5075 Indian River Dr #317	0600362	21.13	
5080 Indian River Dr	0599363	42.25	
5081 River Glen Dr	0599663	67.61	
5097 Indian River Dr #316	0624746	21.13	
5098 River Glen Dr	0599148	42.25	
5100 Indian River Dr	0610761	21.13	
5101 River Glen Dr	0610741	21.13	

5116 River Glen Dr	0434627	42.25	
5121 River Glen Dr	0621291	21.13	
5134 River Glen Dr	0600165	21.13	
5140 Indian River Dr	0316970	42.25	
5141 Indian River Dr #319	0599462	67.61	
5141 River Glen Dr	0555342	21.13	
5152 River Glen Dr	0619219	21.13	
5180 Indian River Dr	0599365	42.25	
5161 River Glen Dr	0610656	21.13	
5170 River Glen Dr	0566365	21.13	
5180 Indian River Dr	0613741	21.13	
5181 River Glen Dr	0613751	21.13	
5185 Indian River Dr #321	0599403	42.25	
5188 River Glen Dr	0491862	21.13	
5200 Indian River Dr	0613748	21.13	
5201 River Glen Dr	0613720	21.13	
5206 River Glen Dr	0599370	42.25	
5207 Indian River Dr	0616176	21.13	
5220 Indian River Dr	0599675	67.61	
5220 Indian River Dr	0599660	67.61	
5221 River Glen Dr	0599390	42.25	
5224 River Glen Dr	0613749	21.13	
5229 Indian River Dr	0496885	21.13	
5240 Indian River Dr	0613746	21.13	
5241 River Glen Dr	0613724	21.13	
5242 River Glen Dr	0703200	21.13	
5251 Indian River Dr	0678697	21.13	
5260 Indian River Dr	0610742	21.13	
5251 Indian River Dr	0678697	21.13	
5260 Indian River Dr	0610742	21.13	
5260 River Glen Dr	0599174	42.25	
5260 River Glen Dr	0352040	67.61	
5261 River Glen Dr	0613716	21.13	
5261 River Glen Dr	0600050	67.61	
5265 Indian River Dr	0642375	21.13	
5273 Indian River Dr	0755874	17.93	
5278 River Glen Dr	0527809	42.25	
5280 Indian River Dr	0613722	21.13	
5281 River Glen Dr	0619322	35.85	
5295 Indian River Dr	0570485	42.25	
5295 Indian River Dr	0377447	67.61	
5296 River Glen Dr	0660872	42.25	

5300 Indian River Dr	0613712	21.13	
5301 River Glen Dr	0613721	21.13	
5314 River Glen Dr	0527946	42.25	
5317 Indian River Dr	0599351	42.25	
5320 Indian River Dr	0618951	21.13	
5321 River Glen Dr	0317703	21.13	
5332 River Glen Dr	0555725	42.25	
5339 Indian River Dr	0599361	42.25	
5340 Indian River Dr	0698291	21.13	
5350 River Glen Dr	0599689	67.61	
5350 River Glen Dr	0599218	42.25	
~~5360 Indian River Dr~~	~~0555346~~	~~21.13~~	
5361 Indian River Dr	0599664	67.61	
5368 River Glen Dr	0610610	21.13	
5383 Indian River Dr	0599367	42.25	
5386 Indian River Dr	0621474	21.13	
5404 River Glen Dr	0342823	42.25	
5405 Indian River Dr	0599656	67.61	
5405 Indian River Dr	0599443	42.25	
5422 River Glen Dr	0469139	42.25	
5427 Indian River Dr	0656562	21.13	
5440 River Glen Dr	0599395	42.25	
5449 Indian River Dr	0630419	21.13	
5471 Indian River Dr	0599453	42.25	
5493 Indian River Dr	0492757	67.61	
5499 Indian River Dr	0492614	67.61	
			13.6 % Monthly increase
TOTAL MONTHLY INCREASE TO BELLA VITA HOA			$ 5,138.59
OR ANNUALLY			$ 61,663.08

LAS VEGAS VALLEY WATER DISTRICT

About Us »

SNWA infrastructure charge in effect

The Las Vegas Valley Water District (LVVWD) Board of Directors approved on March 6 the Southern Nevada Water Authority (SNWA) infrastructure charge increase.

The SNWA infrastructure charge, which was approved by the SNWA Board of Directors at its February meeting, will pay for large water system projects, including a critical new intake designed to protect Southern Nevada during severe drought conditions.

The SNWA Board considered three alternatives, and opted for the one that had the least impact on residential customers. The SNWA Board also included an amendment setting a reduced fixed rate for fire meters at 35 percent of the infrastructure charge.

The charge is based upon the customer's meter size. Residential customers with 5/8 inch and 3/4 inch water meters will see a monthly increase of approximately $5, while small retail stores will pay about $36 more for water service. Large customers such as resorts will face increases of about $2,200 per month.

This increase is in effect as of April 1, 2012.

SNWA Infrastructure Charge Rates

The three-year infrastructure charge is based on your meter size and are calculated daily. The monthly charge will depend upon the number of days in that month's billing cycle. Most residential customers have a 5/8" or 3/4" meter. Find your meter size on your monthly bill directly above the usage chart. Visit our Meter Downsizing page for information on downsizing your property's water meter.

	Approximate monthly charges per meter		
Meter Size (inches)	Residential	Non-Residential	Fire Meter
5/8 and 3/4	$5	$19.05	$6.67
1	$19.21	$36.08	$12.63
1.5	$38.41	$72.16	$25.26
2	$61.46	$115.45	$40.41
3	$122.90	$230.90	$80.82
4	$192.03	$360.79	$126.28
6	$384.05	$721.57	$252.55
8	$614.47	$1,154.50	$404.08
10 and larger	N/A	$1,659.59	$580.86

Reason for the Increase

The increase will help offset significant declines in connection charge revenues as well as continue to fund improvements to critical water-treatment and transmission infrastructure.

Although the Water Authority has been able to stave off the increase for more than three years through significant expense reductions and the utilization of reserves, the SNWA Board's concern about the agency's financial stability compelled the decision. Since 2008, connection charges for new customers–which fund the majority of capital projects–have plummeted from $188 million to as low as $3.2 million in 2010.

SNWA maintains one of the country's largest and most-advanced water-treatment and distribution systems, and is the wholesale water provider to the Water District.

LVVWD customers will continue to have water rates well below the average of most Western cities.

LAS VEGAS VALLEY WATER DISTRICT

About Us »

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3	$122.90	$230.90	$80.82
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6	$384.05	$721.57	$252.55
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10 and larger	N/A	$1,659.59	$580.86

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Although the Water Authority has been able to stave off the increase for more than three years through significant expense reductions and the utilization of reserves, the SNWA Board's concern about the agency's financial stability compelled the decision. Since 2006, connection charges for new customers–which fund the majority of capital projects–have plummeted from $188 million to as low as $3.2 million in 2010.

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LVVWD customers will continue to have water rates well below the average of most Western cities.

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Barbara Holland

From: Diane Howe [DHowe@rmillc.com]
Sent: Friday, July 13, 2012 11:52 AM
To: 'bholland@hlrealty.com'
Subject: Bella Vita infratrucutre info
Attachments: INFRASTRUCTURE BEVI.pdf

Importance: High

Hi there Barbara: Hope you and your family are doing well. I have attached information from Bella Vita HOA which we would greatly appreciate you submitting at the July 19th meeting. Unfortunately, I will have to attend another meeting that day. If you need any further information do not hesitate to contact me.
I know you are the best person to support our cause.

Diane Howe, CAM, CMCA®
Community Manager
RMI Management, LLC
o. 702.737.8580 | **m.** 702.604.2758 | **f.** 702.737.3360 | www.rmillc.com

RMI
A FirstService Residential Management Company

VEGASINC Best Places to Work 2012

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KAMPA
MANAGEMENT

July 10, 2012

RE: SNWA Infrastructure Surcharge

To Whom It May Concern,

I am the owner and privately manage our family's four apartment complexes in Las Vegas, Nevada, totaling 740 units. Over the past 4 years we have come out of pocket to meet our expenses in excess of $1,000,000. We came very close to default but have been able to meet our debt obligations, continue to pay our vendors on time and more importantly meet our financial obligations to our staff of 18, by retaining all of their positions and meeting payroll every time. We continue to struggle to meet our obligations.

The infrastructure surcharge in excess of 25% creates another financial impact for our company.

Mu · Inc ·

Cheyenne Trails Apartments	$884.98	28% increase
Piedmont Springs Apartments	$563.84	25% increase
La Fiesta Apartment Homes	$1,299.87	22% increase
Villas at Painted Desert	$110.63	4% increase

Total cost to our company is an increase of $34,311.84 annually. Even within our portfolio this surcharge is unbalanced, both Cheyenne Trails (144 units) and Piedmont Springs (100 units) are half the size of Villas at Painted Desert (240 units), yet incur a 20% higher cost.

Severin S. Vavra
Owner / Managing Member
Kampa Management, Inc.
La Fiesta Apartment Homes, LLC
Cheyenne Trails, LLC
Villas at Painted Desert, TIC
V&D Investments, LP

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CITY OF NORTH LAS VEGAS
2250 LAS VEGAS BLVD. N.
NORTH LAS VEGAS, NV 89030
TELEPHONE (702) 633-1484
WWW.CITYOFNORTHLASVEGAS.COM

ACCOUNT SUMMARY

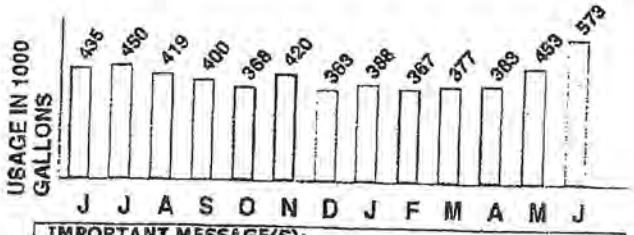
ACCOUNT NUMBER	040321-02-8
BILL TYPE	MULTI FAMILY 72
ADDRESS	3330 LAS VEGAS
DATE BILLED	06/19/12
DUE DATE	07/16/12
AFTER 07/16/12 PAY	1475.15
AMOUNT DUE	1341.05

BILLING SUMMARY

PREVIOUS BILL	05/17/12	1049.92
PAYMENTS RECEIVED	06/10/12	1049.92CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
WATER USAGE CHARGE		1076.52
DAILY WATER SERVICE FEE		46.72
BACK FLOW PREVENTION FEE		4.26
WATER SUBTOTAL		1127.50
CNLV SUBTOTAL		1127.50
SOUTHERN NEVADA WATER AUTHORITY		
SNWA COMMODITY CHARGE		171.90
SNWA RELIABILITY SURCHARGE		3.24
SNWA INFRASTRUCTURE SURCHARGE		38.41
SNWA SUBTOTAL		213.55
TOTAL CURRENT CHARGES		1341.05
AMOUNT DUE		1341.05

WATER USAGE REVIEW (in 1000 gallons)

DATE	READING	DAYS	USAGE
06/08/12	21,647	32	573
		METER SIZE 1 1/2"	
RATE TIER	RATE	GALLONS	BILLED
FIRST 288	1.64	288	472.32
NEXT 432	2.12	285	604.20
	TOTAL	573	1076.52



IMPORTANT MESSAGE(S):

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CITY OF NORTH LAS VEGAS
Your Community of Choice

IF MAILING, ALLOW 5 WORKING DAYS FOR PROCESSING
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION
2119-8396509
MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	040321-02-8
ADDRESS	3330 LAS VEGAS
DUE DATE	07/16/12
AFTER 07/16/12 PAY	1475.15
AMOUNT DUE	1341.05

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

040321023330001341050014751504032102 5

SHALIMAR VAVRA
Cheyenne Trails Llc
5030 Hall Rd
Santa Rosa CA 95401-5511

19

CITY OF NORTH LAS VEGAS 06
UTILITIES DEPARTMENT
PO BOX 360118
NORTH LAS VEGAS, NV 89036-0118

11

CITY OF NORTH LAS VEGAS
2250 LAS VEGAS BLVD. N.
NORTH LAS VEGAS, NV 89030
TELEPHONE (702) 633-1484
WWW.CITYOFNORTHLASVEGAS.COM

ACCOUNT SUMMARY

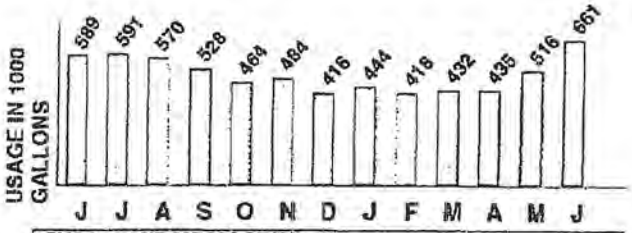
ACCOUNT NUMBER	040322-02-6
BILL TYPE	MULTI FAMILY 72
ADDRESS	3330 LAS VEGAS
DATE BILLED	06/19/12
DUE DATE	07/16/12
AFTER 07/16/12 PAY	1710.00
AMOUNT DUE	1554.54

BILLING SUMMARY

PREVIOUS BILL	05/17/12	1202.76
PAYMENTS RECEIVED	06/10/12	1202.76CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
WATER USAGE CHARGE		1263.08
DAILY WATER SERVICE FEE		46.72
BACK FLOW PREVENTION FEE		4.26
WATER SUBTOTAL		1314.06
CNLV SUBTOTAL		1314.06
SOUTHERN NEVADA WATER AUTHORITY		
SNWA COMMODITY CHARGE		198.30
SNWA RELIABILITY SURCHARGE		3.77
SNWA INFRASTRUCTURE SURCHARGE		38.41
SNWA SUBTOTAL		240.48
TOTAL CURRENT CHARGES		1554.54
AMOUNT DUE		1554.54

WATER USAGE REVIEW (in 1000 gallons)

DATE	READING	DAYS	USAGE
06/08/12	28,795	32	661
		METER SIZE 1 1/2"	
RATE TIER	RATE	GALLONS	BILLED
FIRST 288	1.64	288	472.32
NEXT 432	2.12	373	790.76
	TOTAL	661	1263.08



IMPORTANT MESSAGE(S):

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SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

2119-8396510

MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	040322-02-6
ADDRESS	3330 LAS VEGAS
DUE DATE	07/16/12
AFTER 07/16/12 PAY	1710.00
AMOUNT DUE	1554.54

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

040322023330001554540017100040322027

SHALIMAR VAVRA
Cheyenne Trails Llc
5030 Hall Rd
Santa Rosa CA 95401-5511

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PO BOX 360118
NORTH LAS VEGAS, NV 89036-0118

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CITY OF NORTH LAS VEGAS
2250 LAS VEGAS BLVD. N.
NORTH LAS VEGAS, NV 89030
TELEPHONE (702) 633-1484
WWW.CITYOFNORTHLASVEGAS.COM

ACCOUNT SUMMARY	
ACCOUNT NUMBER	040320-02-0
BILL TYPE	COMMERCIAL
ADDRESS	3330 LAS VEGAS
DATE BILLED	06/19/12
DUE DATE	07/16/12
AFTER 07/16/12 PAY	595.59
AMOUNT DUE	541.44

BILLING SUMMARY		
PREVIOUS BILL	05/17/12	541.44
PAYMENTS RECEIVED	06/10/12	541.44CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
DAILY WATER SERVICE FEE		64.32
BACK FLOW PREVENTION FEE		1.28
BACKFLOW PREVENTION FEE		68.16
WATER SUBTOTAL		133.76
GRAFFITI-COMMUNITY IMPROVEMENT FEE		.25
CNLV SUBTOTAL		134.01
SOUTHERN NEVADA WATER AUTHORITY		
SNWA RELIABILITY SURCHARGE		3.35
SNWA INFRASTRUCTURE SURCHARGE		404.08
SNWA SUBTOTAL		407.43
TOTAL CURRENT CHARGES		541.44
AMOUNT DUE		541.44

WATER USAGE REVIEW (in 1000 gallons)

DATE	READING	DAYS	USAGE
06/08/12	0	32	0
		METER SIZE 8"	

IMPORTANT MESSAGE(S):

PLEASE RETURN THE BOTTOM STUB WITH YOUR PAYMENT

IF MAILING, ALLOW 5 WORKING DAYS FOR PROCESSING
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION
2119-8396508
MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	040320-02-0
ADDRESS	3330 LAS VEGAS
DUE DATE	07/16/12
AFTER 07/16/12 PAY	595.59
AMOUNT DUE	541.44

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

040320023330000541440005955904032002 4

SHALIMAR VAVRA
Cheyenne Trails Llc
5030 Hall Rd
Santa Rosa CA 95401-5511

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UTILITIES DEPARTMENT
PO BOX 360118
NORTH LAS VEGAS, NV 89036-0118

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2250 LAS VEGAS BLVD. N.
NORTH LAS VEGAS, NV 89030
TELEPHONE (702) 633-1484
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ACCOUNT SUMMARY

ACCOUNT NUMBER	040510-02-6
BILL TYPE	COMMERCIAL
ADDRESS	3330 LAS VEGAS
DATE BILLED	06/19/12
DUE DATE	07/16/12
AFTER 07/16/12 PAY	595.59
AMOUNT DUE	541.44

BILLING SUMMARY

PREVIOUS BILL	05/17/12	541.43
PAYMENTS RECEIVED	06/10/12	541.43CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
DAILY WATER SERVICE FEE		64.32
BACK FLOW PREVENTION FEE		1.28
BACKFLOW PREVENTION FEE		68.16
WATER SUBTOTAL		133.76
GRAFFITI-COMMUNITY IMPROVEMENT FEE		.25
CNLV SUBTOTAL		134.01
SOUTHERN NEVADA WATER AUTHORITY		
SNWA RELIABILITY SURCHARGE		3.35
SNWA INFRASTRUCTURE SURCHARGE		404.08
SNWA SUBTOTAL		407.43
TOTAL CURRENT CHARGES		541.44
AMOUNT DUE		541.44

WATER USAGE REVIEW (in 1000 gallons)

DATE	READING	DAYS	USAGE
06/08/12	0	32	0
		METER SIZE 8"	

IMPORTANT MESSAGE(S):

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SEE REVERSE SIDE FOR ADDITIONAL INFORMATION
2119-8396511
MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	040510-02-6
ADDRESS	3330 LAS VEGAS
DUE DATE	07/16/12
AFTER 07/16/12 PAY	595.59
AMOUNT DUE	541.44

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

0405100233300005414400059559040510024

SHALIMAR VAVRA
Cheyenne Trails Llc
5030 Hall Rd
Santa Rosa CA 95401-5511

19

CITY OF NORTH LAS VEGAS 06
UTILITIES DEPARTMENT
PO BOX 360118
NORTH LAS VEGAS, NV 89036-0118

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2250 LAS VEGAS BLVD. N.
NORTH LAS VEGAS, NV 89030
TELEPHONE (702) 633-1484
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ACCOUNT SUMMARY

ACCOUNT NUMBER	021389-03-6
BILL TYPE	MULTI FAMILY 12
ADDRESS	1700 LAMB#A
DATE BILLED	06/12/12
DUE DATE	07/09/12
AFTER 07/09/12 PAY	250.56
AMOUNT DUE	227.78

BILLING SUMMARY

PREVIOUS BILL	05/14/12	247.04
PAYMENTS RECEIVED	06/09/12	247.04CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
WATER USAGE CHARGE		80.84
DAILY WATER SERVICE FEE		70.37
WATER SUBTOTAL		151.21
CNLV SUBTOTAL		151.21
SOUTHERN NEVADA WATER AUTHORITY		
SNWA COMMODITY CHARGE		14.70
SNWA RELIABILITY SURCEARGE		.41
SNWA INFRASTRUCTURE SURCHARGE		61.46
SNWA SUBTOTAL		76.57
TOTAL CURRENT CHARGES		227.78
AMOUNT DUE		227.78

WATER USAGE REVIEW (in 1000 gallons)

DATE	READING	DAYS	USAGE
05/31/12	3,222	31	49
		METER SIZE 2"	
RATE TIER	RATE	GALLONS	BILLED
FIRST 48	1.64	48	78.72
NEXT 72	2.12	1	2.12
	TOTAL	49	80.84

IMPORTANT MESSAGE(S):

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2115-8370874
MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	021389-03-6
ADDRESS	1700 LAMB#A
DUE DATE	07/09/12
AFTER 07/09/12 PAY	250.56
AMOUNT DUE	227.78

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

0213890317000002277800025056021389033

V & D INVESTMENT, LP
PIEDMONT SPRINGS APTS.
5030 Hall Rd
Santa Rosa CA 95401-5511

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CITY OF NORTH LAS VEGAS 04
UTILITIES DEPARTMENT
PO BOX 360118
NORTH LAS VEGAS, NV 89036-0118

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CITY OF NORTH LAS VEGAS
2250 LAS VEGAS BLVD. N.
NORTH LAS VEGAS, NV 89030
TELEPHONE (702) 633-1484
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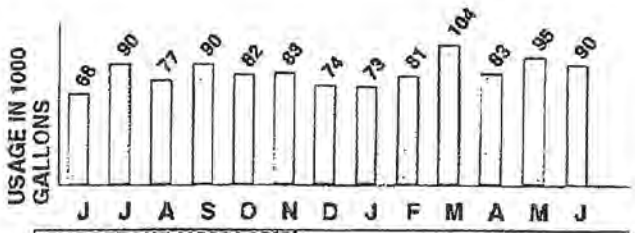
ACCOUNT SUMMARY	
ACCOUNT NUMBER	021396-03-1
BILL TYPE	MULTI FAMILY 12
ADDRESS	1700 LAMB#H
DATE BILLED	06/12/12
DUE DATE	07/09/12
AFTER 07/09/12 PAY	359.99
AMOUNT DUE	327.25

BILLING SUMMARY		
PREVIOUS BILL	05/14/12	341.66
PAYMENTS RECEIVED	06/09/12	341.66CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
WATER USAGE CHARGE		167.76
DAILY WATER SERVICE FEE		70.37
WATER SUBTOTAL		238.13
CNLV SUBTOTAL		238.13
SOUTHERN NEVADA WATER AUTHORITY		
SNWA COMMODITY CHARGE		27.00
SNWA RELIABILITY SURCHARGE		.66
SNWA INFRASTRUCTURE SURCHARGE		61.46
SNWA SUBTOTAL		89.12
TOTAL CURRENT CHARGES		327.25
AMOUNT DUE		327.25

WATER USAGE REVIEW (In 1000 gallons)

DATE	READING	DAYS	USAGE
05/31/12	5,486	31	90
		METER SIZE 2"	

RATE TIER	RATE	GALLONS	BILLED
FIRST 48	1.64	48	78.72
NEXT 72	2.12	42	89.04
	TOTAL	90	167.76



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2115-8370873

MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	021396-03-1
ADDRESS	1700 LAMB#H
DUE DATE	07/09/12
AFTER 07/09/12 PAY	359.99
AMOUNT DUE	327.25

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

02139603170000032725000359990213960 37

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PIEDMONT SPRINGS APTS.
5030 Hall Rd
Santa Rosa CA 95401-5511

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NORTH LAS VEGAS, NV 89036-0118

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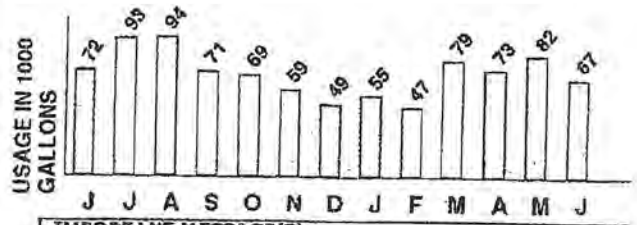
BILLING SUMMARY		
PREVIOUS BILL	05/14/12	302.42
PAYMENTS RECEIVED	06/09/12	302.42CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
WATER USAGE CHARGE		111.32
DAILY WATER SERVICE FEE		70.37
WATER SUBTOTAL		181.69
CNLV SUBTOTAL		181.69
SOUTHERN NEVADA WATER AUTHORITY		
SNWA COMMODITY CHARGE		20.10
SNWA RELIABILITY SURCHARGE		.50
SNWA INFRASTRUCTURE SURCHARGE		61.46
SNWA SUBTOTAL		82.06
TOTAL CURRENT CHARGES		263.75
AMOUNT DUE		263.75

ACCOUNT SUMMARY	
ACCOUNT NUMBER	021393-03-8
BILL TYPE	MULTI FAMILY 16
ADDRESS	1750 LAMB#E
DATE BILLED	06/12/12
DUE DATE	07/09/12
AFTER 07/09/12 PAY	290.13
AMOUNT DUE	263.75

WATER USAGE REVIEW (in 1000 gallons)

DATE	READING	DAYS	USAGE
05/31/12	304	31	67
		METER SIZE 2"	
RATE TIER	RATE	GALLONS	BILLED
FIRST 64	1.64	64	104.96
NEXT 96	2.12	3	6.36
	TOTAL	67	111.32



IMPORTANT MESSAGE(S):

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2115-8370872
MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	021393-03-8
ADDRESS	1750 LAMB#E
DUE DATE	07/09/12
AFTER 07/09/12 PAY	290.13
AMOUNT DUE	263.75

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

0213930317500002637500029013021393032

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PIEDMONT SPRINGS APTS.
5030 Hall Rd
Santa Rosa CA 95401-5511

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NORTH LAS VEGAS, NV 89036-0118

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BILLING SUMMARY

PREVIOUS BILL	05/14/12	387.75
PAYMENTS RECEIVED	06/09/12	387.75CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
WATER USAGE CHARGE		264.48
DAILY WATER SERVICE FEE		70.37
WATER SUBTOTAL		334.85
CNLV SUBTOTAL		334.85
SOUTHERN NEVADA WATER AUTHORITY		
SNWA COMMODITY CHARGE		39.60
SNWA RELIABILITY SURCHARGE		.94
SNWA INFRASTRUCTURE SURCHARGE		61.46
SNWA SUBTOTAL		102.00
TOTAL CURRENT CHARGES		436.85
AMOUNT DUE		436.85

ACCOUNT SUMMARY

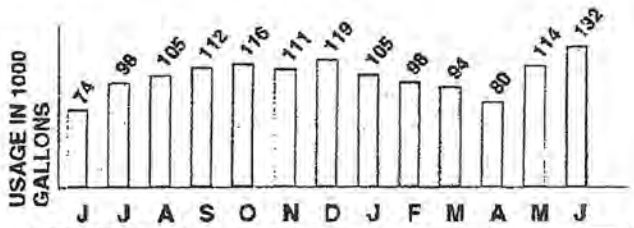
ACCOUNT NUMBER	021394-03-6
BILL TYPE	MULTI FAMILY 12
ADDRESS	1700 LAMB#F
DATE BILLED	06/12/12
DUE DATE	07/09/12
AFTER 07/09/12 PAY	480.54
AMOUNT DUE	436.85

WATER USAGE REVIEW (in 1000 gallons)

DATE	READING	DAYS	USAGE
05/31/12	5,890	31	132

METER SIZE 2"

RATE TIER	RATE	GALLONS	BILLED
FIRST 48	1.64	48	78.72
NEXT 72	2.12	72	152.64
NEXT 72	2.76	12	33.12
	TOTAL	132	264.48



IMPORTANT MESSAGE(S):

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CITY OF NORTH LAS VEGAS

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2115-8370870

MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	021394-03-6
ADDRESS	1700 LAMB#F
DUE DATE	07/09/12
AFTER 07/09/12 PAY	480.54
AMOUNT DUE	436.85

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

0213940317000004368500048054021394031

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PIEDMONT SPRINGS APTS.
5030 Hall Rd
Santa Rosa CA 95401-5511

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NORTH LAS VEGAS, NV 89036-0118

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ACCOUNT SUMMARY

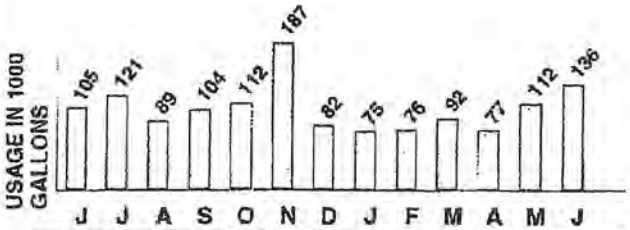
ACCOUNT NUMBER	021395-03-3
BILL TYPE	MULTI FAMILY 12
ADDRESS	1700 LAMB#G
DATE BILLED	06/12/12
DUE DATE	07/09/12
AFTER 07/09/12 PAY	494.04
AMOUNT DUE	449.12

BILLING SUMMARY

PREVIOUS BILL	05/14/12	382.90
PAYMENTS RECEIVED	06/09/12	382.90CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
WATER USAGE CHARGE		275.52
DAILY WATER SERVICE FEE		70.37
WATER SUBTOTAL		345.89
CNLV SUBTOTAL		345.89
SOUTHERN NEVADA WATER AUTHORITY		
SNWA COMMODITY CHARGE		40.80
SNWA RELIABILITY SURCHARGE		.97
SNWA INFRASTRUCTURE SURCHARGE		61.46
SNWA SUBTOTAL		103.23
TOTAL CURRENT CHARGES		449.12
AMOUNT DUE		449.12

WATER USAGE REVIEW (in 1000 gallons)

DATE	READING	DAYS	USAGE
05/31/12	525	31	136
		METER SIZE 2"	
RATE TIER	RATE	GALLONS	BILLED
FIRST 48	1.64	48	78.72
NEXT 72	2.12	72	152.64
NEXT 72	2.76	16	44.16
	TOTAL	136	275.52



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2115-8370871

MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	021395-03-3
ADDRESS	1700 LAMB#G
DUE DATE	07/09/12
AFTER 07/09/12 PAY	494.04
AMOUNT DUE	449.12

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

0213950317000004491200049404021395037

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PIEDMONT SPRINGS APTS.
5030 Hall Rd
Santa Rosa CA 95401-5511

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NORTH LAS VEGAS, NV 89036-0118

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2250 LAS VEGAS BLVD. N.
NORTH LAS VEGAS, NV 89030
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ACCOUNT SUMMARY

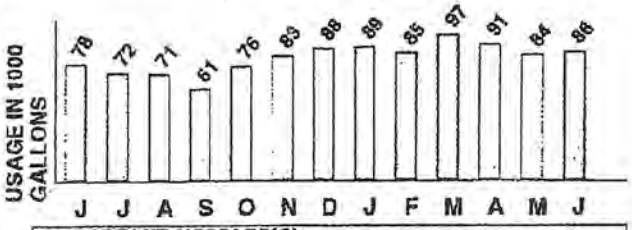
ACCOUNT NUMBER	021392-03-0
BILL TYPE	MULTI FAMILY 12
ADDRESS	1700 LAMB#D
DATE BILLED	06/12/12
DUE DATE	07/09/12
AFTER 07/09/12 PAY	349.31
AMOUNT DUE	317.55

BILLING SUMMARY

PREVIOUS BILL	05/14/12	314.97
PAYMENTS RECEIVED	06/09/12	314.97CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
WATER USAGE CHARGE		159.28
DAILY WATER SERVICE FEE		70.37
WATER SUBTOTAL		229.65
CNLV SUBTOTAL		229.65
SOUTHERN NEVADA WATER AUTHORITY		
SNWA COMMODITY CHARGE		25.80
SNWA RELIABILITY SURCHARGE		.64
SNWA INFRASTRUCTURE SURCHARGE		61.46
SNWA SUBTOTAL		87.90
TOTAL CURRENT CHARGES		317.55
AMOUNT DUE		317.55

WATER USAGE REVIEW (in 1000 gallons)

DATE	READING	DAYS	USAGE
05/31/12	6,063	31	86
		METER SIZE 2"	
RATE TIER	RATE	GALLONS	BILLED
FIRST 48	1.64	48	78.72
NEXT 72	2.12	38	80.56
	TOTAL	86	159.28



IMPORTANT MESSAGE(S):

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2115-8370869
MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	021392-03-0
ADDRESS	1700 LAMB#D
DUE DATE	07/09/12
AFTER 07/09/12 PAY	349.31
AMOUNT DUE	317.55

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AMOUNT ENCLOSED _____

0213920317000003175500034931021392034

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PIEDMONT SPRINGS APTS.
5030 Hall Rd
Santa Rosa CA 95401-5511

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NORTH LAS VEGAS, NV 89036-0118

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ACCOUNT SUMMARY

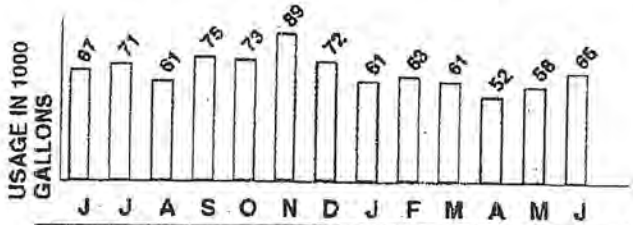
ACCOUNT NUMBER	021391-03-2
BILL TYPE	MULTI FAMILY 12
ADDRESS	1700 LAMB#C
DATE BILLED	06/12/12
DUE DATE	07/09/12
AFTER 07/09/12 PAY	295.94
AMOUNT DUE	269.03

BILLING SUMMARY

PREVIOUS BILL	05/14/12	251.89
PAYMENTS RECEIVED	06/09/12	251.89CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
WATER USAGE CHARGE		116.88
DAILY WATER SERVICE FEE		70.37
WATER SUBTOTAL		187.25
CNLV SUBTOTAL		187.25
SOUTHERN NEVADA WATER AUTHORITY		
SNWA COMMODITY CHARGE		19.80
SNWA RELIABILITY SURCHARGE		.52
SNWA INFRASTRUCTURE SURCHARGE		61.46
SNWA SUBTOTAL		81.78
TOTAL CURRENT CHARGES		269.03
AMOUNT DUE		269.03

WATER USAGE REVIEW (In 1000 gallons)

DATE	READING	DAYS	USAGE
05/31/12	3,794	31	66
		METER SIZE 2"	
RATE TIER	RATE	GALLONS	BILLED
FIRST 48	1.64	48	78.72
NEXT 72	2.12	18	38.16
	TOTAL	66	116.88



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2115-8370868
MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	021391-03-2
ADDRESS	1700 LAMB#C
DUE DATE	07/09/12
AFTER 07/09/12 PAY	295.94
AMOUNT DUE	269.03

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AMOUNT ENCLOSED _____

0213910317000002690300029594021391035

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PIEDMONT SPRINGS APTS.
5030 Hall Rd
Santa Rosa CA 95401-5511

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NORTH LAS VEGAS, NV 89036-0118

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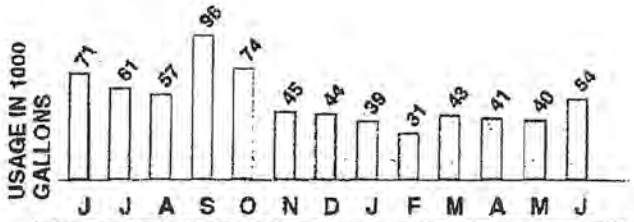
2250 LAS VEGAS BLVD. N.
NORTH LAS VEGAS, NV 89030
TELEPHONE (702) 633-1484
WWW.CITYOFNORTHLASVEGAS.COM

ACCOUNT SUMMARY	
ACCOUNT NUMBER	021390-03-4
BILL TYPE	MULTI FAMILY 12
ADDRESS	1700 LAMB#B
DATE BILLED	06/12/12
DUE DATE	07/09/12
AFTER 07/09/12 PAY	263.92
AMOUNT DUE	239.92

BILLING SUMMARY		
PREVIOUS BILL	05/14/12	212.08
PAYMENTS RECEIVED	06/09/12	212.08CR
BALANCE FORWARD		.00
CITY OF NORTE LAS VEGAS UTILITY		
WATER CHARGES		
WATER USAGE CHARGE		91.44
DAILY WATER SERVICE FEE		70.37
WATER SUBTOTAL		161.81
CNLV SUBTOTAL		161.81
SOUTHERN NEVADA WATER AUTHORITY		
SNWA COMMODITY CHARGE		76.20
SNWA RELIABILITY SURCHARGE		.45
SNWA INFRASTRUCTURE SURCHARGE		1.46
SNWA SUBTOTAL		78.11
TOTAL CURRENT CHARGES		239.92
AMOUNT DUE		239.92

WATER USAGE REVIEW (in 1000 gallons)

DATE	READING	DAYS	USAGE
05/31/12	3,152	31	54
		METER SIZE 2"	
RATE TIER	RATE	GALLONS	BILLED
FIRST 48	1.64	48	78.72
NEXT 72	2.12	6	12.72
	TOTAL	54	91.44



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2115-8370867
MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	021390-03-4
ADDRESS	1700 LAMB#B
DUE DATE	07/09/12
AFTER 07/09/12 PAY	263.92
AMOUNT DUE	239.92

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

0213900317000002399200026392021390036

V & D INVESTMENT, LP
PIEDMONT SPRINGS APTS.
5030 Hall Rd
Santa Rosa CA 95401-5511

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UTILITIES DEPARTMENT
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NORTH LAS VEGAS, NV 89036-0118

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2250 LAS VEGAS BLVD. N.
NORTH LAS VEGAS, NV 89030
TELEPHONE (702) 633-1484
WWW.CITYOFNORTHLASVEGAS.COM

ACCOUNT SUMMARY

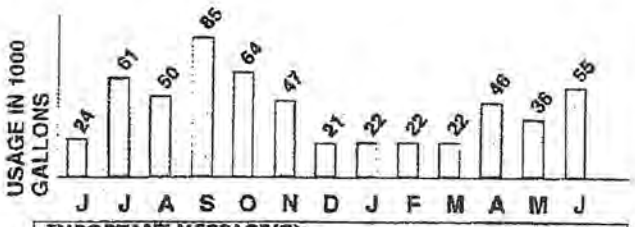
ACCOUNT NUMBER	021086-03-8
BILL TYPE	COMMERCIAL
ADDRESS	1700 LAMB
DATE BILLED	06/12/12
DUE DATE	07/09/12
AFTER 07/09/12 PAY	322.04
AMOUNT DUE	292.75

BILLING SUMMARY

PREVIOUS BILL	05/14/12	234.07
PAYMENTS RECEIVED	06/09/12	234.07CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
WATER USAGE CHARGE		153.45
DAILY WATER SERVICE FEE		45.26
WATER SUBTOTAL		198.71
CNLV SUBTOTAL		198.71
SOUTHERN NEVADA WATER AUTHORITY		
SNWA COMMODITY CHARGE		16.50
SNWA RELIABILITY SURCHARGE		5.38
SNWA INFRASTRUCTURE SURCHARGE		72.16
SNWA SUBTOTAL		94.04
TOTAL CURRENT CHARGES		292.75
AMOUNT DUE		292.75

WATER USAGE REVIEW (in 1000 gallons)

DATE	READING	DAYS	USAGE
05/31/12	2,883	31	55
		METER SIZE 1 1/2"	
USAGE 55 x 2.79			153.45



IMPORTANT MESSAGE(S):

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SEE REVERSE SIDE FOR ADDITIONAL INFORMATION
2115-8370866
MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	021086-03-8
ADDRESS	1700 LAMB
DUE DATE	07/09/12
AFTER 07/09/12 PAY	322.04
AMOUNT DUE	292.75

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

0210860317000002927500032204021086035

V & D INVESTMENT, LP
PIEDMONT SPRINGS APTS.
5030 Hall Rd
Santa Rosa CA 95401-5511

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UTILITIES DEPARTMENT
PO BOX 360118
NORTH LAS VEGAS, NV 89036-0118

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Las Vegas Valley Water District

(800) 252-2011 (702) 870-4194 lvvwd.com

Customer Name: VILLAS AT PAINTED DESERT APTS
Account Number: 5768836524-6
Billing Date: 06/13/2012
Due Date: 07/09/2012

You are in Watering Group D
Summer Watering (May-Aug.): Any day

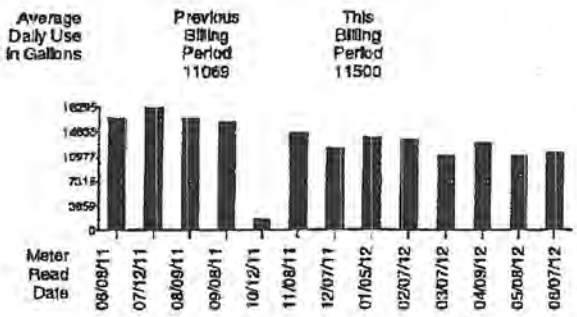
*** AUTO PAY DO NOT PAY ***

Account Summary

Previous Balance	4,185.22
Payment Received - 06/06/12	-4,185.22
Current Charges	2,841.51
Bill Corrections and Adjustments	0.00
Late Charges	0.00
Amount Due this Period	**$2,841.51**

Service Address: 2851 S DECATUR BLVD — **This service is in Watering Group D**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0161269	4+2	0	06/07/12	0	05/08/12	0
0161269	4+2	24519	06/07/12	24174	05/08/12	345



Billing Period: 05/09/12 - 06/07/12 — **Total # of Days: 30**
Meter #: 0161269 — **Billed Usage 345**

Service Charge $2.4141 x 30 Days	72.42
Tier #1 40 x $1.16	46.40
Tier #2 40 x $2.08	83.20
Tier #3 265 x $3.09	818.85
SNWA Commodity Charge 345 x $0.30	103.50
SNWA Infrastructure Charge 30 x $2.0487	61.46
SNWA Reliability Surcharge	2.81
Subtotal	**$1,188.64**

012114

Auto Pay Plan

Bill Date: 06/13/2012

Account Number	Unpaid Balance	Total Charges Due	Auto Pay Amount
5768836524 6	$0.00	$2,841.51	$2841.51

VILLAS AT PAINTED DESERT APTS
C/O SHALIMAR VAVRA
5030 HALL RD
SANTA ROSA CA 95401-5511

2550 7504

Do Not Pay

Your account will be deducted/charged on 7/2/2012 for the auto pay amount above

24

Las Vegas Valley Water District

(800) 252-2011 (702) 870-4194 lvvwd.com

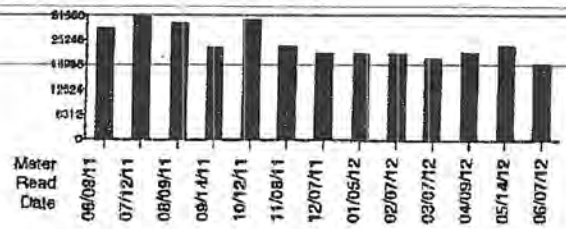
Customer Name: VILLAS AT PAINTED DESERT APTS
Account Number: 5768836524-6
Billing Date: 06/13/2012
Due Date: 07/09/2012

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage In 1000 Gallons
0097920	4+2	0	06/07/12	0	05/14/12	0
0097920	4+2	22652	06/07/12	22180	05/14/12	472

Average Daily Use In Gallons

Previous Billing Period 24314

This Billing Period 19667



Billing Period: 05/15/12 - 06/07/12 **Total # of Days: 24**
Meter #: 0097920 **Billed Usage 472**

Service Charge $2.4141 x 24 Days	57.94
Tier #1 32 x $1.16	37.12
Tier #2 32 x $2.08	66.56
Tier #3 384 x $3.09	1,186.56
Tier #4 24 x $4.58	109.92
SNWA Commodity Charge 472 x $0.30	141.60
SNWA Infrastructure Charge 24 x $2.0487	49.17
SNWA Reliability Surcharge	4.00
Subtotal	**$1,652.87**

COLR8605 7059 8001 VHQ 07 120614 PAGE 00002 OF 00002 LVVWDST 2640

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CITY OF NORTH LAS VEGAS
Your Community of Choice

CITY OF NORTH LAS VEGAS
2250 LAS VEGAS BLVD. N.
NORTH LAS VEGAS, NV 89030
TELEPHONE (702) 633-1484
WWW.CITYOFNORTHLASVEGAS.COM

ACCOUNT SUMMARY	
ACCOUNT NUMBER	043750-02-5
BILL TYPE	COMMERCIAL
ADDRESS	1492 LAMB
DATE BILLED	06/12/12
DUE DATE	07/09/12
AFTER 07/09/12 PAY	593.05
AMOUNT DUE	539.13

BILLING SUMMARY		
PREVIOUS BILL	05/14/12	541.19
PAYMENTS RECEIVED	06/10/12	541.19CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
DAILY WATER SERVICE FEE		62.31
BACK FLOW PREVENTION FEE		1.28
BACKFLOW PREVENTION FEE		68.16
WATER SUBTOTAL		131.75
CNLV SUBTOTAL		131.75
SOUTHERN NEVADA WATER AUTHORITY		
SNWA RELIABILITY SURCHARGE		3.30
SNWA INFRASTRUCTURE SURCHARGE		404.08
SNWA SUBTOTAL		407.38
TOTAL CURRENT CHARGES		539.13
AMOUNT DUE		539.13

WATER USAGE REVIEW (in 1000 gallons)			
DATE	READING	DAYS	USAGE
05/31/12	5	31	0
		METER SIZE 8"	

IMPORTANT MESSAGE(S):

PLEASE RETURN THE BOTTOM STUB WITH YOUR PAYMENT

CITY OF NORTH LAS VEGAS
Your Community of Choice

IF MAILING, ALLOW 5 WORKING DAYS FOR PROCESSING
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

2115-8369521

MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	043750-02-5
ADDRESS	1492 LAMB
DUE DATE	07/09/12
AFTER 07/09/12 PAY	593.05
AMOUNT DUE	539.13

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

0437500214920005391300059305043750026

LA FIESTA APARTMENTS
5030 Hall Rd
Santa Rosa CA 95401-5511

20

CITY OF NORTH LAS VEGAS C4
UTILITIES DEPARTMENT
PO BOX 360118
NORTH LAS VEGAS, NV 89036-0118

CITY OF NORTH LAS VEGAS
2250 LAS VEGAS BLVD. N.
NORTH LAS VEGAS, NV 89030
TELEPHONE (702) 633-1484
WWW.CITYOFNORTHLASVEGAS.COM

BILLING SUMMARY

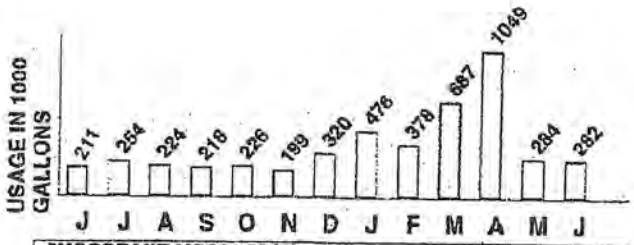
PREVIOUS BILL	05/17/12	831.42
PAYMENTS RECEIVED	06/10/12	831.42CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
WATER USAGE CHARGE		462.48
DAILY WATER SERVICE FEE		143.04
BACKFLOW PREVENTION FEE		12.78
WATER SUBTOTAL		618.30
CNLV SUBTOTAL		618.30
SOUTHERN NEVADA WATER AUTHORITY		
SNWA COMMODITY CHARGE		84.60
SNWA RELIABILITY SURCHARGE		1.73
SNWA INFRASTRUCTURE SURCHARGE		122.90
SNWA SUBTOTAL		209.23
TOTAL CURRENT CHARGES		827.53
AMOUNT DUE		827.53

ACCOUNT SUMMARY

ACCOUNT NUMBER	043752-02-1
BILL TYPE	MULTI FAMILY 128
ADDRESS	1492 LAMB
DATE BILLED	06/19/12
DUE DATE	07/16/12
AFTER 07/16/12 PAY	910.28
AMOUNT DUE	827.53

WATER USAGE REVIEW (in 1000 Gallons)

DATE	READING	DAYS	USAGE
06/08/12	9,058	32	282
		METER SIZE 3"	
RATE TIER	RATE	GALLONS	BILLED
FIRST 512	1.64	282	462.48
	TOTAL	282	462.48



IMPORTANT MESSAGE(S):

PLEASE RETURN THE BOTTOM STUB WITH YOUR PAYMENT

CITY OF NORTH LAS VEGAS

IF MAILING, ALLOW 5 WORKING DAYS FOR PROCESSING
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION
2119-8396567
MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	043752-02-1
ADDRESS	1492 LAMB
DUE DATE	07/16/12
AFTER 07/16/12 PAY	910.28
AMOUNT DUE	827.53

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

0437520214920008275300091028043752023

LA FIESTA APARTMENTS
5030 Hall Rd
Santa Rosa CA 95401-5511

19

CITY OF NORTH LAS VEGAS 06
UTILITIES DEPARTMENT
PO BOX 360118
NORTH LAS VEGAS, NV 89036-0118

27

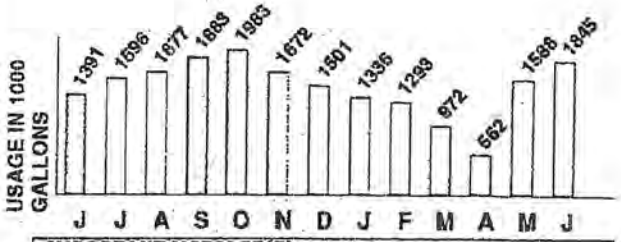
CITY OF NORTH LAS VEGAS
2250 LAS VEGAS BLVD. N.
NORTH LAS VEGAS, NV 89030
TELEPHONE (702) 633-1484
WWW.CITYOFNORTHLASVEGAS.COM

ACCOUNT SUMMARY	
ACCOUNT NUMBER	043751-02-3
BILL TYPE	MULTI FAMILY 128
ADDRESS	1492 LAMB
DATE BILLED	06/19/12
DUE DATE	07/16/12
AFTER 07/16/12 PAY	5530.26
AMOUNT DUE	5027.52

BILLING SUMMARY		
PREVIOUS BILL	05/17/12	4239.13
PAYMENTS RECEIVED	06/10/12	4239.13CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
WATER USAGE CHARGE		4027.24
DAILY WATER SERVICE FEE		221.44
BACKFLOW PREVENTION FEE		21.30
WATER SUBTOTAL		4269.98
CNLV SUBTOTAL		4269.98
SOUTHERN NEVADA WATER AUTHORITY		
SNWA COMMODITY CHARGE		553.50
SNWA RELIABILITY SURCHARGE		12.01
SNWA INFRASTRUCTURE SURCHARGE		192.03
SNWA SUBTOTAL		757.54
TOTAL CURRENT CHARGES		5027.52
AMOUNT DUE		5027.52

WATER USAGE REVIEW (in 1000 gallons)

DATE	READING	DAYS	USAGE
06/08/12	76,712	32	1,845
		METER SIZE 4"	
RATE TIER	RATE	GALLONS	BILLED
FIRST 512	1.64	512	839.68
NEXT 768	2.12	768	1628.16
NEXT 768	2.76	565	1559.40
	TOTAL	1,845	4027.24



IMPORTANT MESSAGE(S):

PLEASE RETURN THE BOTTOM STUB WITH YOUR PAYMENT

CITY OF NORTH LAS VEGAS

IF MAILING, ALLOW 5 WORKING DAYS FOR PROCESSING
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION
2119-8396566
MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	043751-02-3
ADDRESS	1492 LAMB
DUE DATE	07/16/12
AFTER 07/16/12 PAY	5530.26
AMOUNT DUE	5027.52

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

043751021492005027520055302604375102 4

LA FIESTA APARTMENTS
5030 Hall Rd
Santa Rosa CA 95401-5511

19

CITY OF NORTH LAS VEGAS 06
UTILITIES DEPARTMENT
PO BOX 360118
NORTH LAS VEGAS, NV 89036-0118

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2250 LAS VEGAS BLVD. N.
NORTH LAS VEGAS, NV 89030
TELEPHONE (702) 633-1484
WWW.CITYOFNORTHLASVEGAS.COM

ACCOUNT SUMMARY

ACCOUNT NUMBER	043749-02-7
BILL TYPE	COMMERCIAL
ADDRESS	1492 LAMB
DATE BILLED	05/12/12
DUE DATE	07/09/12
AFTER 07/09/12 PAY	848.04
AMOUNT DUE	770.93

BILLING SUMMARY

PREVIOUS BILL	05/14/12	773.78
PAYMENTS RECEIVED	06/10/12	773.78CR
BALANCE FORWARD		.00
CITY OF NORTH LAS VEGAS UTILITY		
WATER CHARGES		
DAILY WATER SERVICE FEE		86.18
BACK FLOW PREVENTION FEE		1.28
BACK FLOW PREVENTION FEE		97.98
WATER SUBTOTAL		185.44
CNLV SUBTOTAL		185.44
SOUTHERN NEVADA WATER AUTHORITY		
SNWA RELIABILITY SURCHARGE		4.63
SNWA INFRASTRUCTURE SURCHARGE		580.86
SNWA SUBTOTAL		585.49
TOTAL CURRENT CHARGES		770.93
AMOUNT DUE		770.93

WATER USAGE REVIEW (in 1000 gallons)

DATE	READING	DAYS	USAGE
05/31/12	208	31	0
		METER SIZE 10"	

IMPORTANT MESSAGE(S):

PLEASE RETURN THE BOTTOM STUB WITH YOUR PAYMENT.

CITY OF NORTH LAS VEGAS
Your Community of Choice

IF MAILING, ALLOW 5 WORKING DAYS FOR PROCESSING
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

2115-8369520

MAKE CHECKS PAYABLE TO:
CITY OF NORTH LAS VEGAS

ACCOUNT NUMBER	043749-02-7
ADDRESS	1492 LAMB
DUE DATE	07/09/12
AFTER 07/09/12 PAY	848.04
AMOUNT DUE	770.93

☐ PLEASE CHECK BOX IF ADDRESS OR PHONE NUMBERS HAVE CHANGED AND INDICATE ON BACK OF STUB

AMOUNT ENCLOSED _____

043749021492000770930008480404374902 9

LA FIESTA APARTMENTS
5030 Hall Rd
Santa Rosa CA 95401-5511

20

CITY OF NORTH LAS VEGAS 04
UTILITIES DEPARTMENT
PO BOX 360118
NORTH LAS VEGAS, NV 89036-0118

29

Barbara Holland

To: Seblv@aol.com; lvtagg@gmail.com
Subject: RE: Nevada law class - Other classes and Water Use form

If you would send me the may-june bill showing the $ 500 new charge, I will add it to our list- there is an agenda item on the infrastructure
At the 7/19 meeting

Barbara Holland, **CPM**
President

*105.67/mo. 16.54%

Please visit us on Facebook, Twitter, and H & L Realty.

From: lvtagg@gmail.com
To: Seblv@aol.com
Sent: 7/12/2012 12:09:51 P.M. Pacific Daylight Time
Subj: Re: Nevada law class - Other classes and Water Use form

Hi Sara,

The infrastructure charge added about $500 to our bill. Is this the only increase we are looking for on our bill, or is there something more? I have a board meeting on the 19th, but I will send whatever Barbara needs for ammo if I know exactly what to send :-) Thanks!

Sharon C. Taggart-Preiser, CAM
Executive Manager
One Turnberry Place & Turnberry Place Community Association
702-732-3740

On Thu, Jul 12, 2012 at 9:22 AM, <Seblv@aol.com> wrote:
Effective 10-1-12, I will not be sending out these types of blasts, but will be posting them on my website. So many people get too many e-mails and I made the decision to post them on the website instead. I will send the link and where to find the "blasts" quickly with my last message in September, but wanted to give you a heads up. The website is www.hoasupport.com. I know information and changes won't be in your in box conveniently, but checking it once a week to ensure you don't miss important information shouldn't be too cumbersome. Once we get into the legislation, however, for 2013, I may send out those blasts separately depending on the urgency.
****

CAMEO will be teaching their 3 hour Nevada Law class - CE. 0164000-Nevada Law on 8/9/12 at 1:00 p.m. at our office. Please contact Keri at CAMEO to register. CAMEO members are free while Non-CAMEO members pay a fee for attendance. info@cameo-nv.com
****

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Barbara Holland

From: Dennis Owens [djovegas@yahoo.com]
Sent: Saturday, July 07, 2012 8:40 AM
To: bholland@hlrealty.com
Cc: Greg Toussaint; 'Susan South'
Subject: Fw: Water Bills
Attachments: ACCTSCAN7425_000.pdf

Barbara,
I received your e-mail. Hope this one note goes through your spam. Thanks again.
Dennis Owens

----- Forwarded Message -----
From: Dennis Owens <djovegas@yahoo.com>
To: bholland@hlrealty.com
Cc: Lindsay Lucas <llucas@nicklinpm.com>; Amy Foster <afoster@nicklinpm.com>; John Shaffer <psujeepjohn@aol.com>; Louie Tabeek <Louiet@mindspring.com>; Jack Ford <ACChief@aol.com>; Lynne Owens <luckylynne@sbcglobal.net>
Sent: Saturday, July 7, 2012 6:54 AM
Subject: Water Bills

Barbara,
Thank you for sharing information and great advice through your weekly column in the Review Journal. Our community is the Glenview Landing Townhome association at The Lakes. We, like most associations are suffering from ~10% delinquent dues from homeowners and find it challenging to maintain a healthy budget. The water rate increases is an unwanted burden.
Please find below a recap of our water increase, along with attached water bills. This is only the part our sub association pays for our common area amenities and landscape, as we pay much more to our Master Lakes Association for the water utilized in Lake Sahara.

In your column today you indicated that this topic may not be on the meeting agenda July 19th but you would make sure our information was provided to the SNWA Board.
We appreciate your continued guidance and assistance.

Best Regards,
Dennis Owens
President, Glenview Landing Townhome Association at the Lakes

---

Here are the water bills for April and May that show the infrastructure being added.

Here is a comparison from Jan – 2011 to current:

	2011	2012	% Change
January	303.52	521.43	71.79%
February	248.65	476.21	91.52%
March	724.33	635.35	-12.28%
April	624.75	744.49	19.17%
May	1598.82	1735.26	8.53%

Amy R. Foster
Accounting Manager / Director of External Operations
Nicklin Property Management & Investment, Inc. - HOA Division
375 N Stephanie St. #911-B ◊ Henderson , NV 89014
Ph: 702.851.7660 x238 ◊ Fax: 702.851.7997
Visit us at: www.nicklinpm.com

Lindsay Lucas
Community Association Manager
Nicklin Property Management
375 N. Stephanie St. Ste 911 B
Henderson, NV 89014
(702) 851-7660
(702) 851-7997 fax

32

Las Vegas Valley Water District

(800) 252-2011 (702) 870-4194 lvvwd.com

Customer Name: GLENVIEW LANDING HOA
Account Number: 4435442962-1
Billing Date: 04/05/2012
Due Date: 04/30/2012

You are in Watering Group D
Spring Watering (March-April): T, TH, SAT

*** AUTO PAY DO NOT PAY ***

Received
APR 10 2012

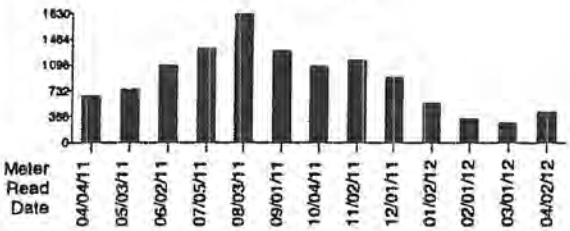
Account Summary

Previous Balance	476.21
Payment Received - 03/26/12	-476.21
Current Charges	635.35
Bill Corrections and Adjustments	0.00
Late Charges	0.00
Amount Due this Period	**$635.35**

Service Address: 3000 BLK MISTY HARBOUR DR — **This service is in Watering Group D**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0604165	1"	1648	04/02/12	1634	03/01/12	14

Average Daily Use in Gallons — Previous Billing Period 276 — This Billing Period 438



Billing Period: 03/02/12 - 03/31/12 — **Total # of Days: 32**
Meter #: 0604165 — **Billed Usage 14**

Service Charge $0.488 x 30 Days	14.64
Tier #1 13 x $1.16	15.08
SNWA Commodity Charge 13 x $0.30	3.90
SNWA Reliability Surcharge	0.08
Subtotal	**$33.70**

You should see all or a portion of a new SNWA Infrastructure Charge on your water bill, depending on your billing cycle. The surcharge, which was effective April 1, 2012, varies based on your meter size. Visit **lvvwd.com** for details.

009230

Auto Pay Plan

LAS VEGAS VALLEY WATER DISTRICT

Bill Date: 04/05/2012

Account Number	Unpaid Balance	Total Charges Due	Auto Pay Amount
4435442962 1	$0.00	$635.35	$635.35

GLENVIEW LANDING HOA
C/O NICKLIN PROPERTY MGMT
375 N STEPHANIE ST STE 911B
HENDERSON NV 89014-8700

2595
A126

Do Not Pay

Your account will be deducted/charged on 4/24/2012 for the auto pay amount above

LAS VEGAS VALLEY WATER DISTRICT • 1001 SOUTH VALLEY VIEW BOULEVARD • LAS VEGAS, NEVADA 89153

HOW TO REACH US

Customer Services (Start Service, Stop Service, Billing Inquiries)	(702) 870-4194
Toll-Free	(800) 252-2011
General Information	(702) 870-2011
Emergency Number (24-hour)	(702) 258-3150
Online	lvvwd.com

BUSINESS HOURS

Monday-Friday 7am - 6pm (Phones)
Monday-Thursday 7am - 6pm (Lobby closed Friday and holidays)

MAKING YOUR PAYMENT

When: Your payment must be received IN our office BY 6 p.m. on the due date. Failure to make payment prior to this time will result in a 4% late charge on the unpaid balance.

How:

- Pay by mail: Allow 5-7 business days to post
- Pay by 24-hour onsite drop boxes (checks only): Allow the next business day to post
- Pay at **lvvwd.com** (credit cards accepted): Allow 2 business days to post
- Pay by your Web payment site: Allow 3-5 business days to post
- Pay by phone with a credit card: Payment posts immediately when you call during business hours
- Pay by pre-authorized debit or credit-card payment (Autopay): Payment posts automatically about 15 days after bill date.
- Pay in person at our offices during business hours: Payment posts immediately
- Pay by our satellite payment sites across the valley: Allow 3 business days to post

Visit **lvvwd.com** for payment site locations and more information on payment options. The district accepts **MasterCard, Visa, Discover, American Express** and **Diners Club**. You may charge your payment for no additional convenience fee by telephone 24 hours a day or in person during business hours. With our Autopay service, your water bill is automatically charged each month to your credit card or debited from your checking or savings account. For an Autopay application, visit **lvvwd.com** or call Customer Services.

BILLING QUESTIONS

If you believe you have been billed incorrectly, please call Customer Services. The amount of the bill must be paid to prevent interruption of service. If an adjustment is appropriate, it will show on a future bill. Visit **lvvwd.com** for more information on how to read your bill.

WATER-SMART RESOURCES

The Water District, as a member agency of the Southern Nevada Water Authority (SNWA) offers many free resources to help you save water and money. Visit **snwa.com** or call the SNWA Conservation Helpline at **258-SAVE** (7283) for incentive programs, Water Smart Landscapes rebate program information, free publications and videos, seasonal watering tips and more.

Para información en español, por favor llame al **258-AGUA** (2482) o visite al **snwaenespanol.com**.

LANDSCAPE WATERING RESTRICTIONS

Outdoor watering restrictions are **MANDATORY** for all metropolitan-area Water District customers. You may use sprinklers only on the day(s) assigned to your watering group. Your assigned watering group is printed on the front of your bill. For more information or a detailed watering schedule, visit **lvvwd.com** or call Customer Services at **(702) 870-4194.**

Sprinkler use is prohibited from 11 a.m. to 7 p.m., May 1 until Oct. 1. Failure to comply with watering restrictions, seasonal time-of-day watering restrictions and other provisions of the Water District Service Rules related to water usage may result in a water-waste fee on your bill.

Small-system customers in Blue Diamond, Jean, Kyle Canyon and Searchlight should consult their system pages on **lvvwd.com** and the district's quarterly "Water Watch" customer newsletter for watering information.

MANDATORY WATERING RESTRICTIONS

Mandatory restrictions assign you many water only on the assigned day(s) for your watering group. Check your bill for your watering days, visit snwa.com or call your water provider. Post this schedule by your irrigation clock.

Watering Group	Winter (November - February)	Spring / Fall (March - April / September - October)	Summer (May - August)
A	Monday	Monday, Wednesday, Friday	Any day
B	Tuesday	Tuesday, Thursday, Saturday	Any day
C	Wednesday	Monday, Wednesday, Friday	Any day
D	Thursday	Tuesday, Thursday, Saturday	Any day
E	Friday	Monday, Wednesday, Friday	Any day
F	Saturday	Tuesday, Thursday, Saturday	Any day

MAILING ADDRESS CHANGE REQUEST FOR EXISTING ACCOUNTS ONLY

(To start water service at a new address, call Customer Services at (702) 870-4194 or visit our Web site at lvvwd.com for more information.)

☐ P. O. Box/PMB ☐ Apartment/Suite/Unit ☐ APO/FPO

Address

Address

City

State ZIP Country

Telephone Signature

Las Vegas Valley Water District

(800) 252-2011 (702) 870-4194 lvvwd.com

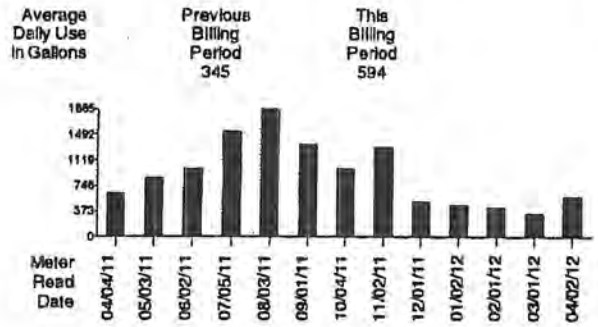
Customer Name: GLENVIEW LANDING HOA
Account Number: 4435442962-1
Billing Date: 04/05/2012
Due Date: 04/30/2012

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0604165	1"	1648	04/02/12	1634	03/01/12	14

Billing Period: 04/01/12 - 04/02/12 **Meter #: 0604165**	**Total # of Days: 32** **Billed Usage 14**
Service Charge $0.488 x 2 Days	0.98
Tier #1 1 x $1.16	1.16
SNWA Commodity Charge 1 x $0.30	0.30
SNWA Infrastructure Charge 2 x $0.6403	1.28
SNWA Reliability Surcharge	0.01
Subtotal	**$3.73**

Service Address: 3057 MISTY HARBOUR DR **This service is in Watering Group D**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0659110	5/8"	630	04/02/12	611	03/01/12	19



Billing Period: 03/02/12 - 03/31/12 **Meter #: 0659110**	**Total # of Days: 32** **Billed Usage 19**
Service Charge $0.3355 x 30 Days	10.07
Tier #1 5 x $1.16	5.80
Tier #2 5 x $2.08	10.40
Tier #3 8 x $3.09	24.72
SNWA Commodity Charge 18 x $0.30	5.40
SNWA Reliability Surcharge	0.14
Subtotal	**$56.53**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0659110	5/8"	630	04/02/12	611	03/01/12	19

Billing Period: 04/01/12 - 04/02/12 **Meter #: 0659110**	**Total # of Days: 32** **Billed Usage 19**
Service Charge $0.3355 x 2 Days	0.67
Tier #2 1 x $2.08	2.08
SNWA Commodity Charge 1 x $0.30	0.30
SNWA Infrastructure Charge 2 x $0.1667	0.33
SNWA Reliability Surcharge	0.01
Subtotal	**$3.39**

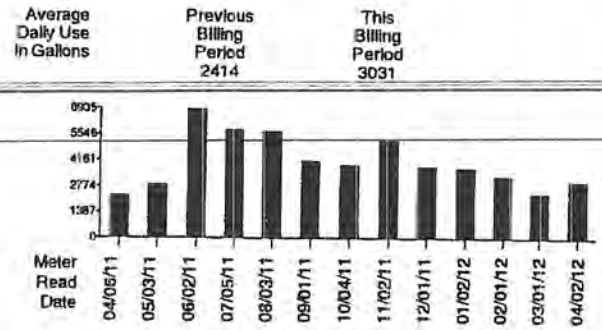
Las Vegas Valley Water District

(800) 252-2011 (702) 870-4194 lvvwd.com

Customer Name: GLENVIEW LANDING HOA
Account Number: 4435442962-1
Billing Date: 04/05/2012
Due Date: 04/30/2012

Service Address: 3060 MISTY HARBOUR DR — **This service is in Watering Group D**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0492742	2"	8277	04/02/12	8180	03/01/12	97



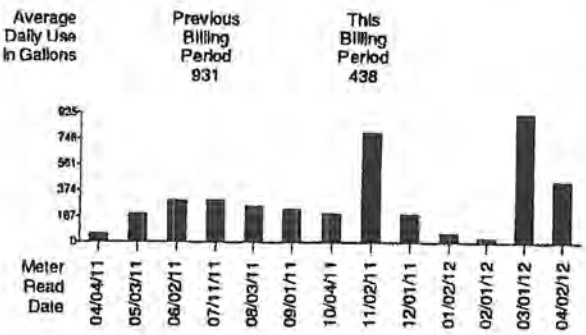
Billing Period: 03/02/12 - 03/31/12 **Meter #: 0492742**	**Total # of Days: 32** **Billed Usage 97**
Service Charge $1.0472 x 30 Days	31.42
Tier #1 40 x $1.16	46.40
Tier #2 40 x $2.08	83.20
Tier #3 11 x $3.09	33.99
SNWA Commodity Charge 91 x $0.30	27.30
SNWA Reliability Surcharge	0.56
Subtotal	**$222.87**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0492742	2"	8277	04/02/12	8180	03/01/12	97

Billing Period: 04/01/12 - 04/02/12 **Meter #: 0492742**	**Total # of Days: 32** **Billed Usage 97**
Service Charge $1.0472 x 2 Days	2.09
Tier #1 3 x $1.16	3.48
Tier #2 2 x $2.08	4.16
Tier #3 1 x $3.09	3.09
SNWA Commodity Charge 6 x $0.30	1.80
SNWA Infrastructure Charge 2 x $2.0487	4.10
SNWA Reliability Surcharge	0.04
Subtotal	**$18.76**

Service Address: 3068 YANKEE CLIPPER DR — **This service is in Watering Group D**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0601077	5/8"	234	04/02/12	220	03/01/12	14



Billing Period: 03/02/12 - 03/31/12 **Meter #: 0601077**	**Total # of Days: 32** **Billed Usage 14**
Service Charge $0.3355 x 30 Days	10.07
Tier #1 5 x $1.16	5.80
Tier #2 5 x $2.08	10.40
Tier #3 3 x $3.09	9.27
SNWA Commodity Charge 13 x $0.30	3.90
SNWA Reliability Surcharge	0.10
Subtotal	**$39.54**

Las Vegas Valley Water District

(800) 252-2011 (702) 870-4194 lvvwd.com

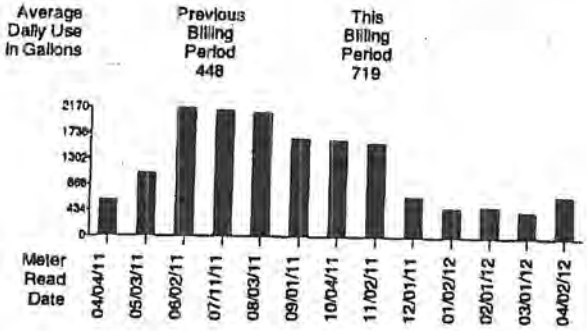
Customer Name: GLENVIEW LANDING HOA
Account Number: 4435442962-1
Billing Date: 04/05/2012
Due Date: 04/30/2012

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0601077	5/8"	234	04/02/12	220	03/01/12	14

Billing Period: 04/01/12 - 04/02/12	**Total # of Days: 32**
Meter #: 0601077	**Billed Usage 14**
Service Charge $0.3355 x 2 Days	0.67
Tier #2 1 x $2.08	2.08
SNWA Commodity Charge 1 x $0.30	0.30
SNWA Infrastructure Charge 2 x $0.1667	0.33
SNWA Reliability Surcharge	0.01
Subtotal	**$3.39**

Service Address: 3069 YANKEE CLIPPER DR — **This service is in Watering Group D**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0276327	5/8"	9873	04/02/12	9850	03/01/12	23



Billing Period: 03/02/12 - 03/31/12	**Total # of Days: 32**
Meter #: 0276327	**Billed Usage 23**
Service Charge $0.3355 x 30 Days	10.07
Tier #1 5 x $1.16	5.80
Tier #2 5 x $2.08	10.40
Tier #3 10 x $3.09	30.90
Tier #4 2 x $4.58	9.16
SNWA Commodity Charge 22 x $0.30	6.60
SNWA Reliability Surcharge	0.18
Subtotal	**$73.11**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0276327	5/8"	9873	04/02/12	9850	03/01/12	23

Billing Period: 04/01/12 - 04/02/12	**Total # of Days: 32**
Meter #: 0276327	**Billed Usage 23**
Service Charge $0.3355 x 2 Days	0.67
Tier #2 1 x $2.08	2.08
SNWA Commodity Charge 1 x $0.30	0.30
SNWA Infrastructure Charge 2 x $0.1667	0.33
SNWA Reliability Surcharge	0.01
Subtotal	**$3.39**

Las Vegas Valley Water District

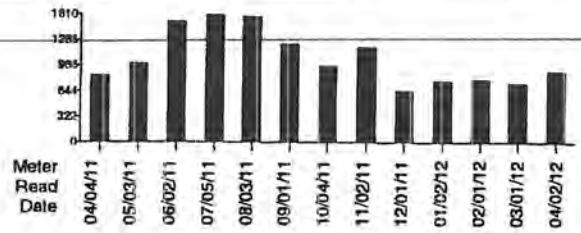
(800) 252-2011 (702) 870-4194 lvvwd.com

Customer Name: GLENVIEW LANDING HOA
Account Number: 4435442962-1
Billing Date: 04/05/2012
Due Date: 04/30/2012

Service Address: YANKEE CLIPPER 3000 DR **This service is in Watering Group D**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0609301	3/4"	1250	04/02/12	1221	03/01/12	29

Average Daily Use In Gallons — Previous Billing Period 759 — This Billing Period 906



Billing Period: 03/02/12 - 03/31/12 **Total # of Days: 32**
Meter #: 0609301 **Billed Usage 29**

Service Charge $0.3863 x 30 Days	11.59
Tier #1 8 x $1.16	9.28
Tier #2 7 x $2.08	14.56
Tier #3 12 x $3.09	37.08
SNWA Commodity Charge 27 x $0.30	8.10
SNWA Reliability Surcharge	0.20
Subtotal	**$80.81**

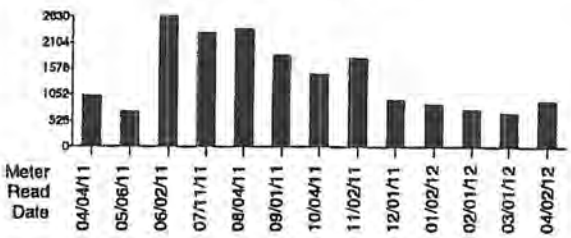
Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0609301	3/4"	1250	04/02/12	1221	03/01/12	29

Billing Period: 04/01/12 - 04/02/12 **Total # of Days: 32**
Meter #: 0609301 **Billed Usage 29**

Service Charge $0.3863 x 2 Days	0.77
Tier #1 1 x $1.16	1.16
Tier #3 1 x $3.09	3.09
SNWA Commodity Charge 2 x $0.30	0.60
SNWA Infrastructure Charge 2 x $0.1667	0.33
SNWA Reliability Surcharge	0.01
Subtotal	**$5.96**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0595028	3/4"	2548	04/02/12	2518	03/01/12	30

Average Daily Use In Gallons — Previous Billing Period 690 — This Billing Period 938



Billing Period: 03/02/12 - 03/31/12 **Total # of Days: 32**
Meter #: 0595028 **Billed Usage 30**

Service Charge $0.3863 x 30 Days	11.59
Tier #1 8 x $1.16	9.28
Tier #2 7 x $2.08	14.56
Tier #3 13 x $3.09	40.17
SNWA Commodity Charge 28 x $0.30	8.40
SNWA Reliability Surcharge	0.21
Subtotal	**$84.21**

Las Vegas Valley Water District

(800) 252-2011 (702) 870-4194 lvvwd.com

Customer Name: GLENVIEW LANDING HOA
Account Number: 4435442962-1
Billing Date: 04/05/2012
Due Date: 04/30/2012

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0595028	3/4"	2548	04/02/12	2518	03/01/12	30

Billing Period: 04/01/12 - 04/02/12 **Meter #: 0595028**	**Total # of Days: 32** **Billed Usage 30**
Service Charge $0.3863 x 2 Days	0.77
Tier #1 1 x $1.16	1.16
Tier #3 1 x $3.09	3.09
SNWA Commodity Charge 2 x $0.30	0.60
SNWA Infrastructure Charge 2 x $0.1667	0.33
SNWA Reliability Surcharge	0.01
Subtotal	**$5.96**

Las Vegas Valley Water District

(800) 252-2011 (702) 870-4194 lvvwd.com

Customer Name: GLENVIEW LANDING HOA
Account Number: 4435442962-1
Billing Date: 05/07/2012
Due Date: 06/04/2012

You are in Watering Group D
Summer Watering (May-Aug.): Any day

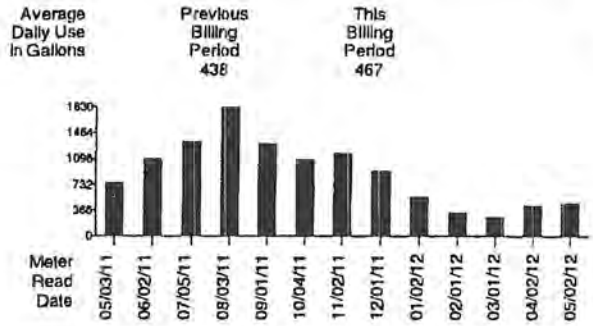
*** AUTO PAY DO NOT PAY ***

Account Summary

Previous Balance	635.35
Payment Received - 04/24/12	-635.35
Current Charges	744.49
Bill Corrections and Adjustments	0.00
Late Charges	0.00
Amount Due this Period	**$744.49**

Service Address: 3000 BLK MISTY HARBOUR DR — **This service is in Watering Group D**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0604165	1"	1662	05/02/12	1648	04/02/12	14



Billing Period: 04/03/12 - 05/02/12 — **Total # of Days: 30**
Meter #: 0604165 — **Billed Usage 14**

Service Charge $0.488 x 30 Days	14.64
Tier #1 13 x $1.16	15.08
Tier #2 1 x $2.08	2.08
SNWA Commodity Charge 14 x $0.30	4.20
SNWA Infrastructure Charge 30 x $0.6403	19.21
SNWA Reliability Surcharge	0.09
Subtotal	**$55.30**

You should see all or a portion of a new SNWA Infrastructure Charge on your water bill, depending on your billing cycle. The surcharge, which was effective April 1, 2012, varies based on your meter size. Visit **lvvwd.com** for details.

009375

Auto Pay Plan

LAS VEGAS VALLEY WATER DISTRICT

Received
MAY 1 1 2012

Bill Date: 05/07/2012

Account Number	Unpaid Balance	Total Charges Due	Auto Pay Amount
4435442962 1	$0.00	$744.49	$744.49

GLENVIEW LANDING HOA
C/O NICKLIN PROPERTY MGMT
375 N STEPHANIE ST STE 911B
HENDERSON NV 89014-8700

412
A104

Do Not Pay

Your account will be deducted/charged on 5/23/2012 for the auto pay amount above

LAS VEGAS VALLEY WATER DISTRICT • 1001 SOUTH VALLEY VIEW BOULEVARD • LAS VEGAS, NEVADA 89153

HOW TO REACH US

Customer Services (Start Service, Stop Service, Billing Inquiries)	(702) 870-4194
Toll-Free	(800) 252-2011
General Information	(702) 870-2011
Emergency Number (24-hour)	(702) 258-3150
Online	lvvwd.com

BUSINESS HOURS

Monday-Friday 7am - 6pm (Phones)
Monday-Thursday 7am - 6pm (Lobby closed Friday and holidays)

MAKING YOUR PAYMENT

When: Your payment must be received IN our office BY 6 p.m. on the due date. Failure to make payment prior to this time will result in a 4% late charge on the unpaid balance.

How:

- Pay by mail: Allow 5-7 business days to post
- Pay by 24-hour onsite drop boxes (checks only): Allow the next business day to post
- Pay at **lvvwd.com** (credit cards accepted): Allow 2 business days to post
- Pay by your Web payment site: Allow 3-5 business days to post
- Pay by phone with a credit card: Payment posts immediately when you call during business hours
- Pay by pre-authorized debit or credit-card payment (Autopay): Payment posts automatically about 15 days after bill date.
- Pay in person at our offices during business hours: Payment posts immediately
- Pay by our satellite payment sites across the valley: Allow 3 business days to post

Visit **lvvwd.com** for payment site locations and more information on payment options. The district accepts **MasterCard, Visa, Discover, American Express** and **Diners Club**. You may charge your payment for no additional convenience fee by telephone 24 hours a day or in person during business hours. With our Autopay service, your water bill is automatically charged each month to your credit card or debited from your checking or savings account. For an Autopay application, visit **lvvwd.com** or call Customer Services.

BILLING QUESTIONS

If you believe you have been billed incorrectly, please call Customer Services. The amount of the bill must be paid to prevent interruption of service. If an adjustment is appropriate, it will show on a future bill. Visit **lvvwd.com** for more information on how to read your bill.

WATER-SMART RESOURCES

The Water District, as a member agency of the Southern Nevada Water Authority (SNWA) offers many free resources to help you save water and money. Visit **snwa.com** or call the SNWA Conservation Helpline at **258-SAVE** (7283) for incentive programs, Water Smart Landscapes rebate program information, free publications and videos, seasonal watering tips and more.

Para información en español, por favor llame al **258-AGUA** (2482) o visite al **snwaenespanol.com**.

LANDSCAPE WATERING RESTRICTIONS

Outdoor watering restrictions are **MANDATORY** for all metropolitan-area Water District customers. You may use sprinklers only on the day(s) assigned to your watering group. Your assigned watering group is printed on the front of your bill. For more information or a detailed watering schedule, visit **lvvwd.com** or call Customer Services at **(702) 870-4194.**

Sprinkler use is prohibited from 11 a.m. to 7 p.m., May 1 until Oct. 1. Failure to comply with watering restrictions, seasonal time-of-day watering restrictions and other provisions of the Water District Service Rules related to water usage may result in a water-waste fee on your bill.

Small-system customers in Blue Diamond, Jean, Kyle Canyon and Searchlight should consult their system pages on **lvvwd.com** and the district's quarterly "Water Watch" customer newsletter for watering information.

MANDATORY WATERING RESTRICTIONS

Mandatory restrictions mean you may water only on the assigned day(s) for your watering group. Check your bill for your watering days, visit snwa.com or call your water provider. Post this schedule by your irrigation clock.

Watering Group	Winter (November - February)	Spring / Fall (March - April / September - October)	Summer (May - August)
A	Monday	Monday, Wednesday, Friday	Any day
B	Tuesday	Tuesday, Thursday, Saturday	Any day
C	Wednesday	Monday, Wednesday, Friday	Any day
D	Thursday	Tuesday, Thursday, Saturday	Any day
E	Friday	Monday, Wednesday, Friday	Any day
F	Saturday	Tuesday, Thursday, Saturday	Any day

MAILING ADDRESS CHANGE REQUEST FOR EXISTING ACCOUNTS ONLY

(To start water service at a new address, call Customer Services at (702) 870-4194 or visit our Web site at lvvwd.com for more information.)

☐ P. O. Box/PMB ☐ Apartment/Suite/Unit ☐ APO/FPO

Address

Address

City

State ZIP Country

Telephone Signature

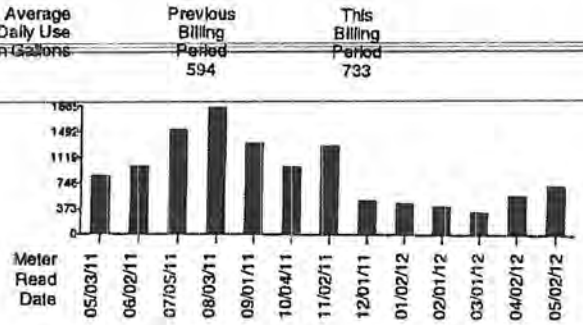
Las Vegas Valley Water District

(800) 252-2011 (702) 870-4194 lvvwd.com

Customer Name: GLENVIEW LANDING HOA
Account Number: 4435442962-1
Billing Date: 05/07/2012
Due Date: 06/04/2012

Service Address: 3057 MISTY HARBOUR DR — **This service is in Watering Group D**

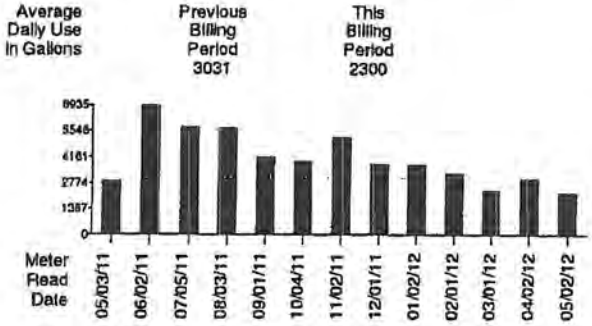
Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0659110	5/8"	652	05/02/12	630	04/02/12	22



Billing Period: 04/03/12 - 05/02/12 **Meter #: 0659110**	**Total # of Days: 30 Billed Usage 22**
Service Charge $0.3355 x 30 Days	10.07
Tier #1 5 x $1.16	5.80
Tier #2 5 x $2.08	10.40
Tier #3 10 x $3.09	30.90
Tier #4 2 x $4.58	9.16
SNWA Commodity Charge 22 x $0.30	6.60
SNWA Infrastructure Charge 30 x $0.1667	5.00
SNWA Reliability Surcharge	0.18
Subtotal	**$78.11**

Service Address: 3060 MISTY HARBOUR DR — **This service is in Watering Group D**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0492742	2"	8346	05/02/12	8277	04/02/12	69



Billing Period: 04/03/12 - 05/02/12 **Meter #: 0492742**	**Total # of Days: 30 Billed Usage 69**
Service Charge $1.0472 x 30 Days	31.42
Tier #1 40 x $1.16	46.40
Tier #2 29 x $2.08	60.32
SNWA Commodity Charge 69 x $0.30	20.70
SNWA Infrastructure Charge 30 x $2.0487	61.46
SNWA Reliability Surcharge	0.40
Subtotal	**$220.70**

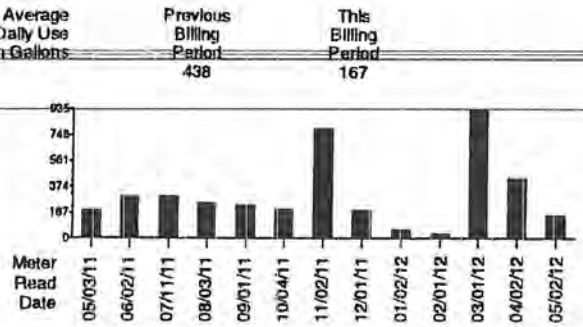
Las Vegas Valley Water District

(800) 252-2011 (702) 870-4194 lvvwd.com

Customer Name: GLENVIEW LANDING HOA
Account Number: 4435442962-1
Billing Date: 05/07/2012
Due Date: 06/04/2012

Service Address: 3068 YANKEE CLIPPER DR — **This service is in Watering Group D**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0601077	5/8"	239	05/02/12	234	04/02/12	5

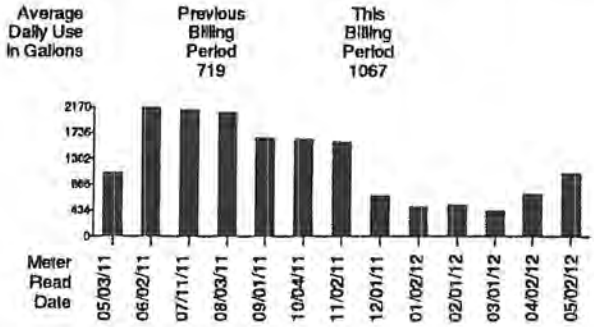


Billing Period: 04/03/12 - 05/02/12 — **Total # of Days: 30**
Meter #: 0601077 — **Billed Usage 5**

Service Charge $0.3355 x 30 Days	10.07
Tier #1 5 x $1.16	5.80
SNWA Commodity Charge 5 x $0.30	1.50
SNWA Infrastructure Charge 30 x $0.1667	5.00
SNWA Reliability Surcharge	0.04
Subtotal	**$22.41**

Service Address: 3069 YANKEE CLIPPER DR — **This service is in Watering Group D**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0276327	5/8"	9905	05/02/12	9873	04/02/12	32



Billing Period: 04/03/12 - 05/02/12 — **Total # of Days: 30**
Meter #: 0276327 — **Billed Usage 32**

Service Charge $0.3355 x 30 Days	10.07
Tier #1 5 x $1.16	5.80
Tier #2 5 x $2.08	10.40
Tier #3 10 x $3.09	30.90
Tier #4 12 x $4.58	54.96
SNWA Commodity Charge 32 x $0.30	9.60
SNWA Infrastructure Charge 30 x $0.1667	5.00
SNWA Reliability Surcharge	0.30
Subtotal	**$127.03**

Las Vegas Valley Water District

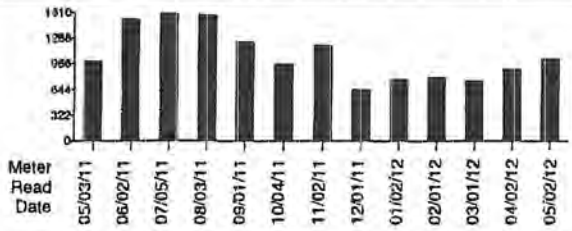
(800) 252-2011 (702) 870-4194 lvvwd.com

Customer Name: GLENVIEW LANDING HOA
Account Number: 4435442962-1
Billing Date: 05/07/2012
Due Date: 06/04/2012

Service Address: YANKEE CLIPPER 3000 DR **This service is in Watering Group D**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0609301	3/4"	1281	05/02/12	1250	04/02/12	31

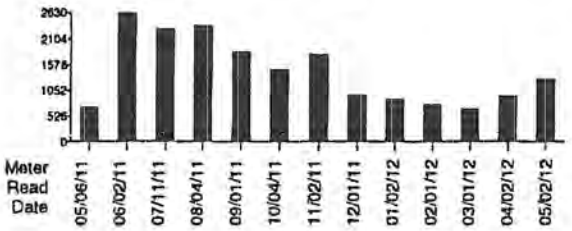
Average Daily Use In Gallons — Previous Billing Period 906 — This Billing Period 1033



Billing Period: 04/03/12 - 05/02/12	**Total # of Days: 30**
Meter #: 0609301	**Billed Usage 31**
Service Charge $0.3863 x 30 Days	11.59
Tier #1 8 x $1.16	9.28
Tier #2 7 x $2.08	14.56
Tier #3 15 x $3.09	46.35
Tier #4 1 x $4.58	4.58
SNWA Commodity Charge 31 x $0.30	9.30
SNWA Infrastructure Charge 30 x $0.1667	5.00
SNWA Reliability Surcharge	0.24
Subtotal	**$100.90**

Meter #	Size	Current Reading	Current Read Date	Previous Reading	Previous Read Date	Usage in 1000 Gallons
0595028	3/4"	2587	05/02/12	2548	04/02/12	39

Average Daily Use In Gallons — Previous Billing Period 938 — This Billing Period 1300



Billing Period: 04/03/12 - 05/02/12	**Total # of Days: 30**
Meter #: 0595028	**Billed Usage 39**
Service Charge $0.3863 x 30 Days	11.59
Tier #1 8 x $1.16	9.28
Tier #2 7 x $2.08	14.56
Tier #3 15 x $3.09	46.35
Tier #4 9 x $4.58	41.22
SNWA Commodity Charge 39 x $0.30	11.70
SNWA Infrastructure Charge 30 x $0.1667	5.00
SNWA Reliability Surcharge	0.34
Subtotal	**$140.04**

Barbara Holland

From: Olivia Fisher [olivia@gatskicommercial.com]
Sent: Tuesday, July 17, 2012 2:54 PM
To: bholland@hlrealty.com
Subject: SNWA Meeting 7/19 Documentation
Attachments: IREM SNWA Address on Infastructure Charge.pdf

Hi Barbara,

Please find attached chart. I cannot make it to the meeting, but I do have something to say.

I observe that this charge has changed and increased since the first month being imposed. My chart shows that these charges jumped from March. I was on the phone with SNWA for an hour to get an explanation how these charges are being applied so I can project it. The person that answered the phone is confused as I am.

Thank you for representing our interest,

Olivia Fisher, LEED® AP O+M
CPM® Candidate
Property Manager
Gatski Commercial Real Estate Services
4755 Dean Martin Drive
Las Vegas NV 89103
O: 702-221-8226
F: 702-221-1256

GATSKI COMMERCIAL
REAL ESTATE SERVICES

SNWA Infrastructure Charge Rates

Flamingo Office Park
5550 W. Flamingo Road

Date	Meter #	Meter Size	Approximate monthly charges per meter
03/08/12-03/31/12	303173	6	$42.09
04/01/12-04/05/12	303174	6	$42.09
01/01/12-04/05/12	269442	2	$19.24
04/06/12-05/08/12	303173	6	$277.80
04/06/12-05/08/12	303174	6	$277.80
04/06/12-05/08/12	269442	2	$126.99

Foothills Plaza
1450-1470 W. Horizon Ridge Pkwy

Date	Meter #	Meter Size	Approximate monthly charges per meter
04/06/12-05/08/12	M70045670 H70078216	2X8	$277.08
05/09/2012-06/7/2012	M70045670 H70078216	2X8	$1,039.06

Barbara Holland

From: Manager [dime3hoamgr@lvcoxmail.com]
Sent: Tuesday, July 17, 2012 2:25 PM
To: bholland@hlrealty.com
Subject: Southern NV Water Authority

ACCOUNT #
5114429621

Good afternoon Barbara,

I would like to introduce myself, Marion Ainsworth, CAM for Dime Adult #3 Association.

After reading your article in the RJ I would like to give you the information from last year's water bill and this year's bills for the exact same months.

In 2011 we were billed for May $1018.19----June $1288.33----July $2017.07
2012 May $1149.30----June $1963.17

Sorry I won't be able to attend the meeting but hope the information I have provided will help the cause. The July bill hasn't come in yet.

Sincerely,
Marion Ainsworth, CAM
5542 Tres Piedras Road
Las Vegas, NV 89122
Phone # 702-458-0599
Fax # 702-458-6209
Email dime3hoamgr@lvcoxmail.com
Web dimeiiihoa.com

** Transmit Confirmation Report **

P.1
H&L REALTY Fax:3853759

Jul 17 2012 04:04pm

Name/Fax No.	Mode	Start	Time	Page	Result	Note
7028228530	Normal	17,04:03pm	0'47"	4	# 0 K	

H&L Realty and Management Company

720 S. 4th Street, #201
~~P.O. Box 7440~~
Las Vegas, NV 89125

JUST THE FAX!

Date: 7/17/2012

Number of pages including cover sheet: 4

Attention

To: Julie Wilcox

Phone: 702 258-3939

Fax phone: 702-822-8530

CC:

From: Barb Holland

Phone: 702-385-5611

Fax phone: 702-385-3759

Please call if you do not receive all pages faxed.

REMARKS: ☑ Urgent For your review ☐ Reply ASAP ☐ Please comment

1. Olivia Fisher- Gateki P. 1-2

2. Marion Ainsworth- Dime Adult #3 HOA - P.3

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S:\H&L Administration\H&L Fax Cover Master.doc

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P.O. Box 7440
Las Vegas, NV 89125

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7-16-12

Barbara Holland fax 385-3759

from: Karolyn Emerson

fax 458-8795 Phone 458-5335

Re: SNWA
R & 7-7-12

I hope to be at the meeting on 19th but incase I can't give faxed my information.

5 pages

Gerald Asserson # 4731442962-3

- all accounts attached to this account (personal residence) (two apts + 7 condos)
- each property does not have its own account number. SNWA said this can not be done as other utilities I deal with do. Can only have different account numbers when the properties are put in other names and pay deposit $150. and pass a credit check. I'm only owner of these properties.
- attended first SNWA meeting but didn't speak as my problem was on average charged on usage on Mead Apts. Have been charged for usage of 234(1000) at $909.99 for 9 rental with 10 people (12 vacant). Even when 1009 rental 40 people usage averaged 50(1000) per month. Have no ~~not~~ leaks (inside/outside) and no visible water. Plumbing company sent said meter not spinning - only moved slightly when toilet flushed. As of 7-15-12 Gil received no leak letter or reversal on charges. This month's bill said 111(1000) was used. My only options at this time is Channel 13. (Mulroy's people took my name at meeting but no response)
- Past Service Charge increases 12-2009/12-2010/12-2011
Tiered usage increase 12/2010/Infrastructure start 3/2012

Property ① Residence: 2901 Vista del Sol LV NV 89120

Commodity charge (increase 12-2010)

usage $.20 x (1000) gal $20. MO $240. YR (+66.67%)

Increase usage $.30 x (1000) gal $30. MO $360. YR

Service charge (increase 12-2010)

days (30) x $0.391 $11.73 MO $140.76 YR

increase days (30) x $0.488 $14.64 MO $175.68 YR (+80.12%)

started Infrastructure charge (started 3-2012)

days (30) x $0.6403 $19.20 MO $230.51 YR (+100%)

Reliability charge ???

Income

Property ② Zamarus Apts (24) 4170 Zamarus St LV NV 89119

Commodity charge (increase 12-2010)

usage $.20 x (1000) gal $20. MO $240. YR

Increase usage $.30 x (1000) gal $30. MO $360. YR (+66.67%)

Service charge (increase 12-2010)

days (30) x $0.8391 $25.71 MO $302.07 YR

Increase days (30) x $1.0472 $31.42 MO $376.99 YR (+80.12%)

Infrastructure charge (started 3-2012)

started days (30) x $2.0487 $61.46 MO $737.52 YR (+100%)

Reliability charge ???

Income

Property ③ Mead Apts (21) 4879 E Owens Ave LV NV 89110

Commodity charge (increase 12-2010)

usage $.20 x (1000) gal $20. MO $240 YR

usage $.30 x (1000) gal $30. MO $360. YR (+66.67%)

Service charge (increase 12-2010)

days (30) x $0.391 $11.73 MO $140.76 YR

4/5

(Page 3 Cont'd)

Increase days (30) $0.488 $14.64 MO $175.68 YR (+80.1%)
Infrastructure charge (Started 3-2012)
days x (30) x $0.643 $19.20 MO $230.51 (+100%)
Reliability charge ???

Cont'd Properties (7) ? billed to my residence because tenants can't afford the $150. deposit - to be reimbursed.
Commodity charge (Increase 12-2010)
usage $.20 x (1000) gal $20. MO $240 YR
Increase usage $.30 x (1000) gal $30. Mo $360. YR (+66.67%)
Sewage charge (increase 12-2010)
days (30) x $0.391 $11.73 MO $140.76 YR
Increase days (30) x $0.488 $14.64 MO $175.68 YR (+80.1%)
Started Infrastructure charge (Started 3-2012)
days (30) x $0.643 $19.20 MO 230.51 YR (+100%)
Reliability ???

Sample from the property
2009 $0.294 $20.82 MO
2010 $0.391 $23.73 MO
(2012 $0.488 $26.64 MO
(+ 2012 $0.6403 $19.21 MO

acct # 4731442962-3 AMERSON 2901 VISTA DEL SOL 89120 78

4879 E Owens 89110

Put together to fight my over charges

2 Mo.	12-6-09 / 2-17-10*	118(1000) / 1/2 59(1000) $330. / $165. (100% occupied / 35 people)
1 Mo	2-17-10 / 3-18-10	44(1000) $121 (17 rented / 29 people)
1 Mo.	3-18-10 / 4-19-10	59(1000) $168. (20 rented / 37 people)
2 Mo	4-19-10 / 6-17-10	84(1000) $227 / 1/2 42(1000)
1 Mo	6-17-10 / 7-19-10	45(1000) $122.
2 Mo	7-19-10 / 9-16-10	84(1000) / 1/2 42(1000) $227 / 114.
2 Mo	9-16-10 / 11-17-10	79(1000) / 1/2 39(1000) $209 / 105.
1 Mo	11-17-10 / 12-16-10	46(1000) $128.
1 Mo	12-16-10 / 1-19-11	26(1000) $63. (10 rented / 15 people)
1 Mo	1-19-11 / 2-22-11	25(1000) $63. (10 rented / 15 people)
	* Commodity charge $.20 to $.30 increase *	
1 Mo	2-22-11 / 3-21-11	18(1000) (9 rented / 10 people) $46.
* 2 Mo	3-21-11 / 5-18-11	43(1000) / 1/2 22(1000) (8 rented / 9 people)
1 Mo	5-18-11 / 6-21-11	27(1000) $68.
1 Mo	6-21-11 / 7-23-11	32(1000) $85. (8 rented / 9 people)
1 Mo	7-23-11 / 8-23-11	21(1000) $53. (same)
1 Mo	8-23-11 / 9- -11	(same)
1 Mo	9- -11 / 10-19-11	(same)
1 Mo	10-19-11 / 11-19-11	37(1000) $103. (same)
* 2 Mo	11-19-11 / 1-18-12	70(1000) 1/2 35(1000) $192 / $95. (same)
1 Mo	1-18-12 / 2-16-12	36(1000) $101. (same)
1 Mo	2-16-12 / 3-19-12	41(1000) $116. (same)
* 2 Mo	3-19-12 / 3-31-12 / 4-1-12 / 5-17-12	234 (1000) $909.99 (same) 1/2 $410
1 Mo	5-17-12 / 6-19-12	110(1000) $411. (same)

H&L
REALTY & MANAGEMENT COMPANY
Your Key To Success!

To: Julie Wilcox
From: Barbara Holland

720 South Fourth Street, Suite 201 • Las Vegas, Nevada 89101 Mailing Address: P.O. Box 7440 • Las Vegas, Nevada 89125
Property Management (702) 385-5611 Commercial Brokerage & Leasing (702) 385-3226
FAX: 702-385-3759 E-Mail: support@hlrealty.com or accounting@hlrealty.com

52

Infrastructure Charges - Apartments

Property Name	Account Number	Dollar Increase	Percent Increase
Ashton Park	1261442962-4	$375.47	12.32%
Casa Bonita	3853910505-6	$122.92	22.94%
Casa Del Sol	9582442962-5	$270.38	6.19%
1804 Lewis Apartments	0794573151-6	$21.77	10.06%
North Ridge Terrace	7476675524-8	$118.63	34.43%
Terravita	003691-07-8	$122.90	6.34%
Valley Vista	1175599105-3	$38.41	4.80%
Whispering Waters	2724132962-5	$192.03	6.31%

Infrastructure Charges - Offices

Property Name	Account Number	Dollar Increase	Percent Increase
Brooks Park	019776-01-2	$72.16	21.24%
Coronado Bay Sahara LLC	2053442962-4	$603.23	18.83%
Craig-Losee	048314-01-7	$555.61	37.62%
Durango Commons	6989647990-9	$119.30	40.80%
Highland	43025364	$831.24	82.33%
Oracle Business Park	9414435139-5	$718.32	125.02%
Pecos Square	6733542962-6	$927.21	93.32%
720 Professional Building	6791442962-9	$198.44	208.99%
Sahara Eastern Center	2951122962-6	$36.08	16.39%
Spencer Complex Association	5358085415-5	$831.24	142.94%
Tenaya Professional Building	2459590251-1	$834.12	$93.61%

Infrastructure Charges - Home Owners Association

Property Name	Account Number	Dollar Increase	Percent Increase
Aviano	430344436	$42.07	33.14%
Bella Monte	7298839893-8	$15	2.84%
Bella Vista	430102220	$19.69	4.84%
Cheyenne at Southfork	430056018	$94.26	16.22%
Clearwater Cove	6109932962-7	$21.13	1.55%
Eagle Creek	3334442962-7	$30.74	5.71%
Foothills	0294442962-6	$86.82	6.22%
Hidden Crest II	9811416532-1	$5.50	19.23%
Hidden Crest III	0172786167-4	$5.50	11.11
Madison Estates	N/A	N/A	N/A
Newport Cove VII	4619442962-0	$368.81	24.90%
Park Oasis	7613132962-5	$211.23	3.25%
Pleasant Valley	N/A	N/A	N/A
Russel Ranch	6190542962-9	$43.54	50.07%
Solera at Stallion Mountain	0406764883-4	$76.84	5.31%
South Glen I/II	2006547841-2	$5.50	24.48%

53

Sterling at Silver Springs	0202542962-8	$200.38	2.39%
Stone Ridge	430252654	$55.88	23.30%
Sunrise Villas 8	5422542962-7	$222.80	10%
Traditions I	N/A	N/A	N/A
Woodlands	7073542962-6	$51.96	8.18%

** Transmit Confirmation Report **

P.1 Jul 18 2012 03:09pm
H&L REALTY Fax:3853759

Name/Fax No.	Mode	Start	Time	Page	Result	Note
8228530	Normal	18,03:08pm	0'39"	3	# 0 K	

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720 S. 4th Street, #201
P.O. Box 7440
Las Vegas, NV 89125

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Date: 7/18/12
Number of pages including cover sheet: 3

Attention Julie Wilcox
To:
Phone: 702-258-3939
Fax phone: 702-822-8530
CC:

From: Barbara Holland
Phone: 702-385-5611
Fax phone: 702-385-3759
Please call if you do not receive all pages faxed.

REMARKS: ☑ Urgent ☐ For your review ☑ Reply ASAP ☐ Please comment

① email
② Investors Managment Group LLC

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Las Vegas, NV 89125

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(1) email

(2) Investors Managment Group LLC

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Front Desk

From: Barbara Holland [bholland@hlrealty.com]
Sent: Wednesday, July 18, 2012 6:23 AM
To: 'Front Desk'
Subject: FW: Water District
Attachments: IREM Water District.docx

Pull good paper email and attached give to me directly

Barbara Holland, **CPM**
President

Please visit us on Facebook, Twitter, and H & L Realty.

From: Kathy [mailto:kathy@lvamg.com]
Sent: Tuesday, July 17, 2012 9:41 PM
To: bholland@hlrealty.com
Subject: Water District

Hi Barbara,

Thank you for being an advocate on our behalf. I have attached a list of my properties that have been affected by the infrastructure water fee.

I am in a Stats class on Thursday, I wish you the best of luck and once again appreciate your time and commitment.

Thanks.

Kathy Stubbs, CCIM, CPM, RPA
Investors Management Group, LLC
2620 Regatta Drive Suite 102
Las Vegas, NV 89128
(702) 925-8741 FAX (702) 925-8743

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Investors Management Group, LLC

July 17, 2012

Please find the breakdown of the monthly increases due to the infrastructure charges:

Infrastructure Charges – Offices

Property Name	Account Number	Dollar Increase	Percent Increase
Conquistador Plaza Owners Assoc, Inc. - 9910 - 9970 W. Cheyenne	5243442962-8	$809.60	31.6
Gilmar Post Park Association Inc.	9825907917-0	$923.61	71.6
G G Development, LLC	3825442962-4	$218.28	111.1
Mid Town Enterprises - 4465 W. Hacienda	656110	$79.37	11.3
Mid Town Karms	597381	$20.96	4.6
Mid Town Enterprises - 4125/4145	0656110/0158681	$265.90	159.1
Morrisey Living Trust	3677612962-3	$36.08	55.4
Post Industrial Park Association	4461683550-8	$571.48	104.3

Kathy Stubbs, CPM®,CCIM®,RPA®
Broker

2620 Regatta Drive #102,Las Vegas, Nevada 89128 Tel: 702-925-8741Fax :702-925-8743 Email : Kathy@lvamg.com

** Transmit Confirmation Report **

P.1 Jul 18 2012 03:19pm
H&L REALTY Fax:3853759

Name/Fax No.	Mode	Start	Time	Page	Result	Note
8228530	Normal	18,03:18pm	1'17"	6	# O K	

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720 S. 4th Street, #201
P.O. Box 7440
Las Vegas, NV 89125

JUST THE FAX!

Date: 7/18/13
Number of pages including cover sheet: 5

Attention: Julie Wilcox
To:
Phone: 702-258-3939
Fax phone: 702-822-8530
CC:

From: Barbara Holland
Phone: 702-385-5611
Fax phone: 702-385-3759
Please call if you do not receive all pages faxed.

REMARKS: ☑ Urgent (For your review) ☑ Reply ASAP ☐ Please comment

① Email "LVVWD Rate Increase" pgs. 1-2
② Email "CORRECTED FW: SNWA Infrastructure Surcharge" pgs 3-5

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Date: 7/18/13

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Attention: Julie Wilcox

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Barbara Holland

From: Melissa C [MelissaC@turnberrytowers-lv.com]
Sent: Wednesday, July 18, 2012 2:23 PM
To: bholland@hlrealty.com
Subject: LVVWD Rate Increase
Attachments: LVVWD Rate Increase.pdf

Good Afternoon,

Please add our community information to the discussion being held tomorrow regarding the new SNWA Infrastructure Charge as we are unable to send a representative to speak on our behalf. Should you have and questions, feel free to contact me.

Regards,

MELISSA CORRIE
OPERATIONS MANAGER | TURNBERRY TOWERS
222 KAREN AVE. LAS VEGAS, NV 89109
OFFICE: 702.650.5260 | FAX: 702.650.5259

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TURNBERRY TOWERS
COMMUNITY ASSOCIATION

Enjoy High Rise Living With World Class Amenities

July 18, 2012

Barbara Holland
H & L Realty and
Management Company

Dear Mrs. Holland,

We at Turnberry Towers Community are very interested in having our information included in the discussion regarding the SNWA Infrastructure Charge. Unfortunately we are unable to send a representative from our office, but I understand you are willing to speak on our behalf. I have included the requested information about our Community and how this charge has affected us.

We currently have the following three (3) meters with Las Vegas Valley Water District Account Number 1822434813-8:

Service Address 222-322 Karen Ave.

Quantity	Meter Size	Monthly Increase	Yearly Increase
1	10"	$1,659.59	$19,915.08
1	4"	$360.79	$4,329.48
1	2"	$115.45	$1,385.40
		TOTAL:	**$25,629.96**

Feel free to contact me at (702) 650-5260, should you have any questions or need any additional information.

Sincerely,

Melissa Corrie
Operations Manager

222 Karen Avenue, Las Vegas, NV 89109
Telephone 702.650.5260 • Fax 702-650-5259

Barbara Holland

From: Steve Lauber [slauber@tbredmgt.com]
Sent: Wednesday, July 18, 2012 3:00 PM
To: bholland@hlrealty.com
Subject: CORRECTED FW: SNWA Infrastructure Surcharge for HOA's

Barbara,

Please disregard my earlier e-mail. I was only half complete writing it when I mistakenly hit the send button instead of the paste button (why would they put those next to each orther?).

Below is my updated version.

Thanks,

Steven Lauber
2555 W Cheyenne Ave
North Las Vegas, NV 89032
P: 702-515-2042/866-419-5266
F: 702-515-2043
SLauber@tbredmgt.com

Thoroughbred Management
The Single Family Home HOA Specialist

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From: Steve Lauber
Sent: Wednesday, July 18, 2012 2:40 PM
To: 'bholland@hlrealty.com'
Subject: FW: SNWA Infrastructure Surcharge for HOA's

Barbara,

I noticed in comparing water bills that single family HOAs receiving water bills from North Las Vegas and Henderson are being charged the **non-residential rate** on the new SNWA Infrastructure Charge, while single family HOAs receiving service from LVVWD are being charged the **residential rate**. After multiple phone calls to North Las Vegas, LVVWD, & SNWA, the e-mail below from North Las Vegas is the only response I received.

Here is how this new charge affects some of our HOAs:

- Flamingo Trails (63 single family homes) is served by LVVWD and has one 1" meter being charged the infrastructure fee at the **residential rate** of $19.21/month or an extra $230.52/year. Their 2012 water budget is $480 so this fee will be an **increase of 48%** in their water budget.
- Village at Craig Ranch (206 single family homes) is served by North Las Vegas utilities and has one ¾" meter and one 2" meter being charged at the **non-residential rate** of $19.05 for the ¾" and $115.45 for the 2" meters, which is an extra $134/month or $1,614/year. Their 2012 water budget is $6,000 so this will be an **increase of 27%**. If they were billed at the residential rate, the fee would be and extra $797.52/year, which would be a 13% increase. Note: this HOA was able to reduce its annual water budget from $8,040/year in 2010 to $6,000 in 2012 by converting large areas of grass in their Park. This increase will erase most of that savings.

- Mission Del Rey (107 single family homes) is served by North Las Vegas utilities and has two ¾" meters being charged at the **non-residential rate** of $19.05/month, which is an extra $38.10/month or $457.20/year. Their 2012 water budget is $960 so this will be an **increase of 48%**. If they were billed at the residential rate, the fee would be and extra $120/year, which would be a 13% increase.
- Jasmine Ranch (296 unit condo complex) is serve by North Las Vegas utilities and has six 2" meters being charged at the residential rate of $61.46/month and three 8" fire meters being charged at $404.08/month. This fee is an **extra $1,581/month** for this HOA or **$18,972/year** (this means that all assessments for 9 of the 296 units goes for just paying this fee). Their annual water budget is $160,008 (which includes water, sewer service, and trash removal).
- Palm Terrace (40 single family homes) is served by Henderson utilities and has three ¾" meters being charged at the **non-residential rate** of $19.05/month, which is an extra $57.15/month or $685.80/year. Their 2012 water budget is $1,848 so this will be an **increase of 37%**. If they were billed at the residential rate, the fee would be an extra $180/year, which would be a 10% increase.

Thanks,

Steven Lauber
~~2555 W Cheyenne Ave~~
North Las Vegas, NV 89032
P: 702-515-2042/866-419-5266
F: 702-515-2043
SLauber@tbredmgt.com

Thoroughbred Management
The Single Family Home HOA Specialist

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From: Romina Chapman-Wilson [mailto:wilsonr@cityofnorthlasvegas.com]
Sent: Tuesday, July 17, 2012 5:57 PM
To: Steve Lauber
Subject: SNWA Infrastructure Surcharge for HOA's

Good afternoon Steve. In regards to irrigation meters and meters that service parks that are located within an HOA, the City of North Las Vegas considers those meters as non-residential and charges the non-residential rate. I also placed a call to LVVWD. I spoke with Russel in Customer Service at 5:13 p.m. today. He said that they also charge the non-residential rate for irrigation meters. I checked with a manager here who worked on implementing the rates set forth by SNWA to ensure we are charging those fees correctly. I was informed that irrigation meters do not service a residence and are considered non-residential. He also confirmed that they had several discussion with SNWA and that we were instructed on how the fee should be charged. I know this contradicts what you stated as far as LVVWD charging the residential rate. Would you be open to forwarding a copy of your LVVWD bill, reflecting charges for an irrigation meter, for further consideration?

Thank you.

--
Romina Wilson
Utilities Business Services Administrator
City of North Las Vegas

2250 Las Vegas Blvd. N, Ste. 250
North Las Vegas, NV 89030
Phone: 702-633-1278
Fax: 702-399-2952
Web: www.cityofnorthlasvegas.com

** Transmit Confirmation Report **

P.1
H&L REALTY Fax:3853759

Jul 17 2012 12:10pm

Name/Fax No.	Mode	Start	Time	Page	Result	Note
7028228530	Normal	17,12:09pm	1'01"	4	# O K	

H&L Realty and Management Company

720 S. 4th Street, #201
P.O. Box 7440
Las Vegas, NV 89125

JUST THE FAX!

Date: 7/17/2012
Number of pages including cover sheet: 4

Attention Julie Wilcox
To:
Phone: 702-258-3939
Fax phone: 702-822-8530
CC:

From: Barbara Holland
Phone: 702-385-5611
Fax phone: 702-385-3759
Please call if you do not receive all pages faxed.

REMARKS: ☑ Urgent For your review ☑ Reply ASAP ☐ Please comment

Another manager sent me their spread sheets.

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S:\H&L Administration\H&L Fax Cover Master.doc

HOA NAME	ADDRESS	ACCOUNT #	DOLLAR INCREASE PER MONTH	PERCENT INCREASE
BLUFFS	1725 BLUFFS DRIVE #2	430349674	$ 29.17	14.97%
BLUFFS	541 EIGER WAY #A	400292260	$ 36.89	26.69%
BLUFFS	435 RAINDANCE DRIVE #A	400236170	$ 28.91	26.87%
BLUFFS	1725 BLUFFS DRIVE #A3	400226670	$ 11.00	60.50%
BLUFFS	1725 BLUFFS DRIVE #A1	400226700	$ 15.25	22.47%
BLUFFS	426 LOST TRAIL DRIVE #A	400276600	$ 28.91	26.87%
BLUFFS	1728 BLUFFS DRIVE #A	430185782	$ 9.08	25.60%
BLUFFS	1726 BLUFFS DRIVE #A	430173368	$ 9.08	25.60%
BLUFFS	1725 BLUFFS DRIVE #A2	400226660	$ 45.76	40.62%
			$ 214.05	
CINNAMON RIDGE	844 BURKHOLDER BKVD #A	430076468	$ 93.60	24.60%
CINNAMON RIDGE	131 CLOUDCREST DRIVE #A	430216612	$ 61.90	35.29%
			$ 155.50	
CORONADO BAY BUSINESS	7924 W. SAHARA AVE	0053442962-6	**$ 1,007.38**	50.78%
CORONADO RANCH STREET	6200 BLK ROBINDALE ROAD	7053442962-9	**$ 489.79**	12.24%
FT. APACHE POINT	5502 S. FORT APACHE RD	2726952042-8	**$ 966.57**	38.32%
GRAND CANYON VILLAGE	8250 N. GRAND CANYON DR	1355442962-4	**$ 903.74**	11.84%
LEGACY VILLAGE	100 KACHINA VILLAGE LN #A	400341430	$ 57.01	38.07%
LEGACY VILLAGE	1604 MOWBRAY CT #A	400393270	$ 20.03	42.08%
LEGACY VILLAGE	1609 WHITE MESA CT #A	400393260	$ 19.77	42.74%
LEGACY VILLAGE	1611 REDHAWK CT #A	400393250	$ 20.29	41.45%
LEGACY VILLAGE	1613 NAVAJO POINT PL #A	400393240	$ 20.29	41.45%
LEGACY VILLAGE	1624 NAVAJO POINT PL #A	400393230	$ 115.39	59.70%
LEGACY VILLAGE	1648 N. GREEN VALLEY PKWY #A	400339690	$ 161.17	44.48%
LEGACY VILLAGE	1665 WINDOW ROCK DR #A	400324350	$ 142.63	26.58%
LEGACY VILLAGE	1676 LONG HORIZON CT #A	400324340	$ 19.00	45.02%

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LEGACY VILLAGE	1683 MOUNTAIN SONG CT #A	400329850	$	21.32	39.22%
LEGACY VILLAGE	1699 SUN SHOWER CT #A	400365820	$	19.77	42.74%
LEGACY VILLAGE	1701 WIGWAM PKWY #A	400324810	$	159.95	24.64%
LEGACY VILLAGE	1702 WINDOW ROCK DR #A	400324820	$	86.56	43.80%
LEGACY VILLAGE	1724 HIDDEN SANDS CT #A	400365810	$	19.25	44.21%
LEGACY VILLAGE	1803 WIGWAM PKWY #A	400273780	$	125.06	62.10%
LEGACY VILLAGE	1951 WIGWAY PKWY #A	400264750	$	283.19	24.71%
LEGACY VILLAGE	2140 FALCON POINTE LN #A	400341440	$	23.04	43.04%
LEGACY VILLAGE	2153 FALCON POINT LN #A	400341450	$	24.84	39.45%
LEGACY VILLAGE	2175 WIGWAM PKWY #A	400267430	$	266.92	25.66%
LEGACY VILLAGE	2180 PEBBLE RD #A	400271180	$	235.38	29.71%
LEGACY VILLAGE	2191 PEBBLE RD #A	430087572	$	183.81	38.21%
LEGACY VILLAGE	25 PALAZZO TER #A	400324300	$	19.00	45.02%
LEGACY VILLAGE	4 PALAZZO TER #A	400324310	$	21.83	38.25%
LEGACY VILLAGE	43 DESERT DAWN LN #A	400324290	$	401.78	17.04%
LEGACY VILLAGE	49 COYOTE POINTE CT #A	400365830	$	21.83	38.25%
LEGACY VILLAGE	50 N. VALLEY VERDE DR#A	400365790	$	29.19	32.53%
LEGACY VILLAGE	52 HUNTFIELD DRIVE #A	400341351	$	89.22	19.11%
LEGACY VILLAGE	69 ANCIENT HILLS LN #A	400365780	$	67.63	19.71%
LEGACY VILLAGE	71 DESERT RAIN CT #A	400324320	$	19.00	45.02%
LEGACY VILLAGE	76 LOST MOUNTAIN CT #A	400365800	$	20.03	42.08%
LEGACY VILLAGE	89 SHEPHERD MESA CT #A	400393220	$	20.29	41.45%
LEGACY VILLAGE	99 ANCIENT HILLS LN #A	400334550	$	40.86	46.97%
			$	**2,775.33**	
MISSION HILLS	2305 W. HORIZON RIDGE PKWY	430129112	$	**1,288.08**	10.72%
PECOS COMMONS	74 N. PECOS RD #A	400614020	$	**165.28**	43.05%
RANCHO LAKE	2075 HUSSIUM HILLS ST	4330542962-3	$	**756.31**	12.18%
WEST TROPICANA	5000 BLK RENO AVE	5843542962-4	$	**986.70**	12.42%

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720 S. 4th Street, #201
P.O. Box 7440
Las Vegas, NV 89125

JUST THE FAX!

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To:

Phone: 702-258-3939

Fax phone: 702-822-8530

CC:

From: Barbara Holland

Phone: 702-385-5611

Fax phone: 702-385-3759

Please call if you do not receive all pages faxed.

REMARKS: ☑ Urgent ☐ For your review ☑ Reply ASAP ☐ Please comment

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Barbara Holland

From: Trish Hall [thall@cpmlv.com]
Sent: Tuesday, July 17, 2012 11:48 AM
To: 'bholland@hlrealty.com'
Subject: SNWA Meeting (water cost increase)
Attachments: 20120717113035328.pdf

Barbara,

I won't be able to attend the meeting. I have attached is our larger Associations and Commercial Associations that we manage that have the largest increase in water costs. Appreciate your assistance and being an advocate in this matter on behalf of our industry.

Sincerely,

Trish Hall, CMCA
President/Supervising Community Manager
Colonial Property Management
8595 S. Eastern Ave.
Las Vegas, NV 89123
(702) 458-2580 Office
(702) 458-2582 Fax
www.cpmlv.com

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-----Original Message-----
From: scans@cpmlv.com [mailto:scans@cpmlv.com]
Sent: Tuesday, July 17, 2012 8:31 AM
To: Trish Hall
Subject: Message from "RNP0026732BB0EA"

This E-mail was sent from "RNP0026732BB0EA" (Aficio MP C2551).

Scan Date: 07.17.2012 11:30:35 (-0400)
Queries to: scans@cpmlv.com

Barbara Holland

From: Susan McMasters [SMcMasters@weingarten.com]
Sent: Wednesday, July 18, 2012 4:46 PM
To: 'Barbara Holland'
Subject: FW: Here's my letter
Attachments: scan3543.pdf

For your meeting

Susan

Susan L. McMasters
Regional Property Manager

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860 S. Rancho Drive, Suite 10 | Las Vegas, Nevada 89106
702.259.7935 O | 702.642.5673 F
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From: Riggs, Lisa [mailto:riggsL@koll.com]
Sent: Wednesday, July 18, 2012 4:40 PM
To: Susan McMasters
Subject: Here's my letter

Sincerely,

Lisa Riggs
Senior Property Manager

The Koll Company
7935 West Sahara Avenue, Suite 101
Las Vegas, NV 89117
(702) 740-7050 Office
(702) 740-7052 Fax
riggsL@koll.com

The Koll Company
7935 West Sahara Avenue
Suite 101
Las Vegas, NV 89117
(702) 740-7050 Office
(702) 740-7052 Fax

July 18, 2012

Infrastructure Charges – Office Buildings

PROPERTY NAME	ACCOUNT NUMBER	DOLLAR INCREASE	% INCREASE	PSF COST INCREASE
Koll PER Canyon Plaza LLC	9913256193-9	757.64	35%	.25 vs .34
Koll PER Tropicana	2752927486-5	448.59	31%	.18 vs .23

Infrastructure Charges – Industrial Buildings

PROPERTY NAME	ACCOUNT NUMBER	DOLLAR INCREASE	% INCREASE	PSF COST INCREASE
Koll PER Sahara LLC	7458394856-2	1,191.77	294%	.11 vs .31
Koll PER Brookhollow LLC	6960005583-9	448.59	250%	.13 vs .30

Sincerely,
THE KOLL COMPANY

Lisa Riggs
Senior Property Manager

Ernie Selman of Cind-R-Lite Block Company and Allied Building Materials provided the Southern Nevada Water Authority Board of Directors a copy of the Las Vegas Review Journal's front page, dated Sunday, January 22, 1961 and referenced the article titled, "Huge LV Water Supply Bared By Study."

The document's size is too large to be included within the printed minutes; however, a copy is available for public viewing at the Las Vegas Valley Water District, 1001 S. Valley View Boulevard, Las Vegas, NV 89153.

Loc / Acct	Payroll Benefits	Sweeping Cleaning	Snow Removal	Land-scaping	Trash Removal	Util - Electric	Util - Water	Util - Gas	Signs	Exterm-inating	Security	Steam Cleaning	Resurfacing Patching	Roof	Canopy	Fire Sprinklers	Plumbing	Electric Rprs	Elevators	Painting	Other PT Maint	Total CAM
Arizona Other	0.08	0.15	0.00	0.16	0.10	0.20	0.10	0.00	0.00	0.03	0.01	0.07	0.07	0.01	0.00	0.05	0.00	0.04	0.00	0.12	0.00	1.18
Arkansas	0.06	0.12	0.02	0.07	0.00	0.10	0.00	0.00	0.01	0.00	0.05	0.03	0.07	0.04	0.00	0.03	0.02	0.07	0.00	0.00	0.00	0.67
Austin Area	0.05	0.10	0.00	0.03	0.00	0.21	0.00	0.00	0.00	0.00	0.01	0.04	0.08	0.09	0.00	0.00	0.00	0.03	0.00	0.01	0.00	0.67
Beaumont and S	0.06	0.20	0.00	0.11	0.01	0.19	0.02	0.00	0.01	0.00	0.06	0.04	0.09	0.07	0.00	0.04	0.02	0.07	0.00	0.01	0.00	1.00
Charlotte	0.11	0.13	0.04	0.24	0.22	0.13	0.37	0.00	0.01	0.00	0.15	0.03	0.07	0.04	0.00	0.10	0.01	0.06	0.00	0.00	0.07	1.82
Colorado	0.00	0.15	0.31	0.21	0.12	0.20	0.16	0.03	0.01	0.01	0.04	0.03	0.15	0.03	0.01	0.05	0.01	0.03	0.05	0.02	0.14	2.02
Dallas Area	0.08	0.23	0.01	0.24	0.16	0.21	0.12	0.00	0.01	0.04	0.06	0.04	0.09	0.06	0.00	0.06	0.02	0.07	0.00	0.01	0.01	1.35
Georgia	0.09	0.13	0.04	0.23	0.25	0.30	0.09	0.00	0.01	0.02	0.07	0.02	0.07	0.06	0.01	0.09	0.02	0.05	0.01	0.01	0.01	1.37
Houston and Su	0.12	0.21	0.00	0.16	0.15	0.30	0.12	0.16	0.01	0.02	0.39	0.05	0.07	0.05	0.01	0.05	0.04	0.08	0.19	0.02	0.05	1.75
Kentucky	0.05	0.12	0.25	0.21	0.07	0.11	0.17	0.00	0.01	0.01	0.01	0.02	0.10	0.04	0.02	0.04	0.01	0.07	0.00	0.01	0.02	1.34
Louisiana	0.07	0.21	0.00	0.16	0.19	0.13	0.06	0.00	0.01	0.01	0.11	0.05	0.07	0.07	0.00	0.04	0.02	0.06	0.00	0.01	0.05	1.12
Memphis	0.06	0.15	0.05	0.14	0.19	0.13	0.07	0.00	0.01	0.01	0.30	0.04	0.08	0.06	0.02	0.03	0.01	0.06	0.00	0.01	0.01	1.38
Nevada	0.12	0.15	0.00	0.12	0.15	0.14	0.33	0.00	0.00	0.01	0.28	0.03	0.11	0.03	0.02	0.04	0.01	0.05	0.00	0.02	0.01	1.71
New Mexico	0.12	0.18	0.03	0.18	0.27	0.21	0.13	0.00	0.01	0.01	0.24	0.04	0.13	0.03	0.00	0.03	0.03	0.03	0.00	0.02	0.02	1.69
North Carolina (	0.10	0.15	0.02	0.17	0.13	0.32	0.00	0.00	0.00	0.00	0.02	0.02	0.05	0.02	0.01	0.05	0.01	0.04	0.00	0.01	0.02	1.29
North Florida	0.09	0.18	0.00	0.30	0.16	0.20	0.13	0.00	0.02	0.01	0.06	0.03	0.05	0.05	0.01	0.05	0.03	0.06	0.02	0.01	0.01	1.61
Northern Califor	0.11	0.23	0.00	0.24	0.37	0.16	0.30	0.00	0.01	0.02	0.38	0.05	0.10	0.04	0.01	0.06	0.03	0.05	0.00	0.02	0.02	2.14
Oklahoma	0.05	0.14	0.08	0.15	0.00	0.15	0.00	0.00	0.01	0.00	0.03	0.01	0.06	0.07	0.01	0.01	0.01	0.05	0.00	0.01	0.01	0.85
Other	0.06	0.12	0.43	0.05	0.02	0.13	0.00	0.00	0.01	0.03	0.01	0.02	0.03	0.02	0.00	0.03	0.00	0.05	0.00	0.00	0.00	1.03
Pacific Northwe	0.13	0.23	0.03	0.15	0.19	0.09	0.24	0.00	0.00	0.01	0.27	0.04	0.10	0.04	0.00	0.04	0.02	0.05	0.00	0.02	0.02	1.88
Panhandle	0.04	0.10	0.05	0.12	0.00	0.13	0.17	0.00	0.01	0.00	0.01	0.02	0.06	0.04	0.01	0.03	0.02	0.04	0.00	0.01	0.00	0.80
Phoenix	0.14	0.26	0.00	0.23	0.25	0.27	0.31	0.00	0.01	0.03	0.12	0.03	0.08	0.02	0.02	0.08	0.03	0.05	0.13	0.03	0.04	2.00
Raleigh-Durhan	0.10	0.14	0.04	0.13	0.10	0.22	0.09	0.00	0.00	0.01	0.02	0.02	0.05	0.03	0.01	0.07	0.01	0.04	0.03	0.02	0.04	1.03
San Antonio Are	0.06	0.13	0.01	0.19	0.17	0.21	0.20	0.00	0.01	0.00	0.03	0.06	0.09	0.04	0.00	0.05	0.01	0.06	0.00	0.01	0.04	1.15
South Carolina	0.08	0.31	0.00	0.40	0.24	0.18	0.06	0.00	0.01	0.06	0.02	0.02	0.05	0.02	0.00	0.06	0.00	0.03	0.00	0.00	0.05	1.58
South Florida	0.10	0.25	0.00	0.35	0.37	0.30	0.07	0.00	0.02	0.02	0.14	0.05	0.07	0.07	0.01	0.06	0.02	0.10	0.00	0.01	0.05	1.99
South Texas	0.15	0.22	0.00	0.18	0.08	0.30	0.09	0.00	0.01	0.10	0.10	0.03	0.06	0.04	0.02	0.04	0.02	0.06	0.00	0.01	0.03	1.59
Southern Califo	0.16	0.19	0.00	0.24	0.28	0.23	0.23	0.00	0.01	0.03	0.13	0.04	0.09	0.05	0.03	0.10	0.03	0.07	0.00	0.02	0.02	2.01
St. Louis Area	0.10	0.10	0.22	0.08	0.02	0.15	0.12	0.00	0.01	0.00	0.01	0.03	0.07	0.02	0.00	0.04	0.02	0.06	0.00	0.01	0.02	0.94
Tucson	0.10	0.18	0.00	0.17	0.11	0.11	0.22	0.00	0.00	0.01	0.02	0.02	0.08	0.05	0.08	0.06	0.04	0.04	0.00	0.01	0.00	1.32
Utah	0.06	0.15	0.15	0.09	0.09	0.17	0.14	0.00	0.00	0.00	0.02	0.02	0.08	0.02	0.00	0.03	0.00	0.03	0.00	0.01	0.01	1.18
	0.10	0.19	0.09	0.20	0.20	0.22	0.17	0.07	0.01	0.02	0.18	0.04	0.08	0.05	0.02	0.06	0.02	0.06	0.11	0.02	0.03	1.63

WEINGARTEN REALTY

Valorie Cochran: 702-259-7910

Sq Ft	Property Name	Service Address	Account #	Dollar Increase	Percent Increase	Total Bill	Amount of Bill w/o Surcharge
246,527	Tropicana Beltway	5050-5270 S. Ft. Apache Rd.	1043542962-5	$ 522.77	168.03%	833.89	$ 311.12
				$ 638.95	77.77%	1460.5	$ 821.55
		5060-5270 S. Ft. Apache Rd.		$ 126.99	3.51%	3749.35	$ 3,622.36
				$ 115.45	7.45%	1665.54	$ 1,550.09
			2905542962-4	$ 88.51	100.00%	88.51	$ -
152,000	Mission Center	1290 E. Flamingo Rd.	1686461436-3	$ 115.45	223.48%	167.11	$ 51.66
		1300 E. Flamingo Rd.		$ 100.06	23.23%	530.85	$ 430.79
		1340 E. Flamingo Rd		$ 134.69	332.08%	175.25	$ 40.56
		1350 E. Flamingo Rd.		$ 115.45	26.46%	551.8	$ 436.35
		1370 E. Flamingo Rd.		$ 134.69	6.26%	2286.77	$ 2,152.08
		4000 S. Maryland Pkwy.		$ 404.08	336.34%	524.22	$ 120.14
				$ 115.45	133.70%	201.8	$ 86.35
				$ 115.45	155.24%	189.82	$ 74.37
		4020 S. Maryland Pkwy.		$ 126.99	219.48%	184.85	$ 57.86
338137	Charleston Commons	201 N. Nellis Blvd.	7873481246-0	$ 764.87	136.96%	1323.32	$ 558.45
		5100 Blk Charleston Blvd.		$ 1,302.43	53.38%	3742.18	$ 2,439.75
437000	Best in the West	2000-2192 N. Rainbow Blvd.	7436254466-5	$ 531.80	22.18%	2929.6	$ 2,397.80
				$ 531.80	13.60%	4441.12	$ 3,909.32
207966	Decatur 215	6031-6371 N. Decatur Blvd.	6766381798-8	$ 34.88	4.33%	840.8	$ 805.92
				$ 34.88	2.26%	1576.09	$ 1,541.21
				$ 561.50	72.41%	1336.95	$ 775.45
		6041 N. Decatur Blvd.		$ 111.60	259.78%	154.56	$ 42.96
		6061 N. Decatur Blvd.		$ 111.60	259.78%	154.56	$ 42.96
		6081 N. Decatur Blvd. A		$ 69.75	236.84%	99.2	$ 29.45
		6081 N. Decatur Blvd. B		$ 69.75	236.84%	99.2	$ 29.45
		6081 N. Decatur Blvd. C		$ 69.75	236.84%	99.2	$ 29.45
		6131 N. Decatur Blvd.		$ 111.60	259.78%	154.56	$ 42.96
		6171 N. Decatur Blvd.		$ 69.75	236.84%	99.2	$ 29.45
		6241 N. Decatur Blvd.		$ 69.75	236.84%	99.2	$ 29.45
		6311 N. Decatur Blvd.		$ 69.75	236.84%	99.2	$ 29.45
		6321 N. Decatur Blvd.		$ 69.75	236.84%	99.2	$ 29.45
		6341 N. Decatur Blvd.		$ 69.75	236.84%	99.2	$ 29.45
		6351 N. Decatur Blvd.		$ 69.75	236.84%	99.2	$ 29.45
152813	Paradise Marketplace	3830-3850 E. Flamingo Rd.	2043542962-4	$ 580.86	168.03%	926.55	$ 345.69
				$ 580.86	168.03%	926.55	$ 345.69
				$ 115.45	10.93%	1172.12	$ 1,056.67
				$ 115.45	59.34%	310.02	$ 194.57
				$ 115.45	6.59%	1766.3	$ 1,650.85
				$ 303.06	325.73%	396.1	$ 93.04
				$ 138.54	38.16%	501.63	$ 363.09
150151	Westland Fair South	4505-4655 W. Charleston Blvd.		$ 1,432.67	148.76%	2395.76	$ 963.09
				$ 1,432.67	33.24%	5742.67	$ 4,310.00
143000	Tropicana Marketplace	6120 W. Tropicana Ave.		$ 126.99	10.53%	1332.41	$ 1,205.42
		6120-6160 W. Tropicana Ave.		$ 580.86	168.03%	926.55	$ 345.69
				$ 580.86	168.03%	926.55	$ 345.69
		6150-6160 W. Tropicana Ave.		$ 119.30	14.05%	968.38	$ 849.08
87000	Rancho Town & Country	850 S. Rancho Drive		$ 531.80	26.98%	2503.17	$ 1,971.37
136369	Rainbow Plaza South	1023 S. Rainbow Blvd.	9228884266-6	$ 130.49	300.46%	173.92	$ 43.43
		1025 S. Rainbow Blvd.		$ 119.30	77.66%	272.92	$ 153.62
		1043 S. Rainbow Blvd.		$ 37.28	146.54%	62.72	$ 25.44
278416	Rainbow Plaza North	601-873 S. Rainbow Blvd.		$ 519.53	31.07%	2191.42	$ 1,671.89
				$ 536.85	39.17%	1907.46	$ 1,370.61
		801 S. Rainbow Blvd.		$ 260.97	325.72%	341.09	$ 80.12
				$ 84.66	36.40%	317.22	$ 232.56
		900 Blk Rainbow Blvd.		$ 260.97	325.72%	341.09	$ 80.12
				$ 36.08	65.17%	91.44	$ 55.36
		901 S. Rainbow Blvd.		$ 72.16	44.10%	235.77	$ 163.61
		903 S. Rainbow Blvd.		$ 260.97	325.72%	341.09	$ 80.12
		917 S. Rainbow Blvd.		$ 130.49	300.46%	173.92	$ 43.43
				$ 119.30	26.34%	572.26	$ 452.96
		945 S. Rainbow Blvd.		$ 37.28	85.13%	81.07	$ 43.79
116973	Francisco Center	2466 E. Desert Inn	3214032962-7	$ 444.49	336.35%	576.64	$ 132.15
		2412 E. Desert Inn	8582305777-4	$ 79.37	97.72%	160.59	$ 81.22
		2478-2488 E. Desert Inn		$ 39.69	105.98%	77.14	$ 37.45
		2490 E. Desert Inn		$ 126.99	167.47%	202.82	$ 75.83
		2534 E. Desert Inn		$ 20.96	34.75%	81.28	$ 60.32
		2536 E. Desert Inn Rd.		$ 20.96	184.67%	32.31	$ 11.35
		2540 E. Desert Inn Rd.		$ 20.96	120.95%	38.29	$ 17.33
167654	College Park	2101 E. Lake Mead	015089-03-0	$ 72.16	109.95%	137.79	$ 65.63
		2107 E. Lake Mead	015093-01-6	$ 115.45	88.71%	245.6	$ 130.15
		2031 E. Lake Mead #B	038067-02-1	$ 19.05	84.86%	41.5	$ 22.45
		2401 E. Lake Mead #100	015105-06-7	$ 404.08	298.65%	539.38	$ 135.30
		College Park Landscape	013413-01-8	$ 72.16	18.97%	452.57	$ 380.41
		2027 E. Lake Mead	015087-01-8	$ 36.08	58.44%	97.82	$ 61.74
		2101 E. Lake Mead	018022-03-8	$ 404.08	301.60%	538.06	$ 133.98
		2401 E. Lake Mead #100	015103-04-7	$ 115.45	85.95%	249.77	$ 134.32
211000	Eastern Commons	10545 S. Eastern Ave.	430028592	$ 415.62	12.65%	3701.3	$ 3,285.68
		10525 S. Eastern Ave.	430028586	$ 611.90	38.07%	2219.04	$ 1,607.14

2,825,006

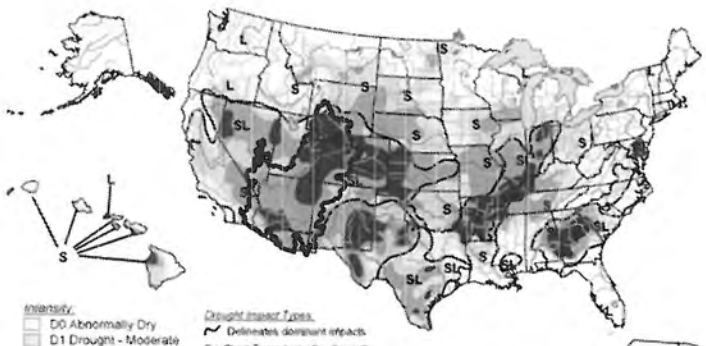
Increased monthly:	**$ 19,960.29**	**42.03%**	$ 67,446.85	$ 47,486.56
12 months:	$ 239,523.48		$ 809,362.20	$ 569,838.72
PSF annual:	$ 0.0848		$ 0.2865	$ 0.2017
Per 3,000 sf of lease space:				
3,000	$ 254.36		$ 859.50	$ 605.14

SOUTHERN NEVADA WATER AUTHORITY

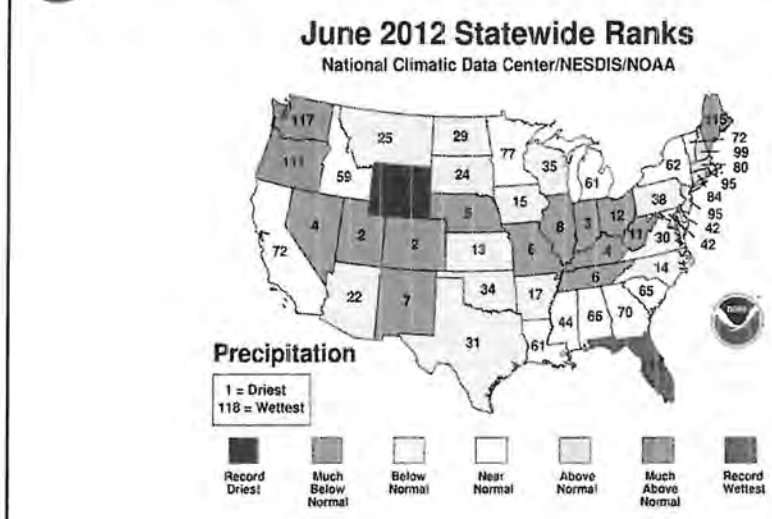
Update on Drought Conditions and Water Use

July 19, 2012

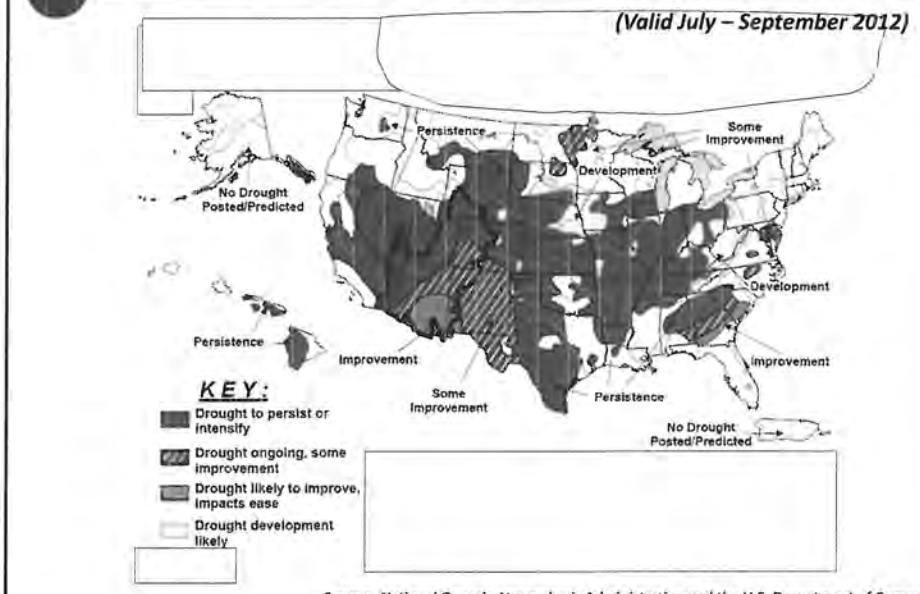
Drought Monitor



Monthly Precipitation Ranks



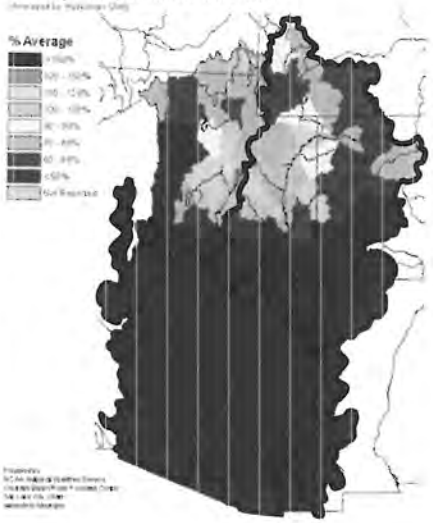
Seasonal Drought Outlook



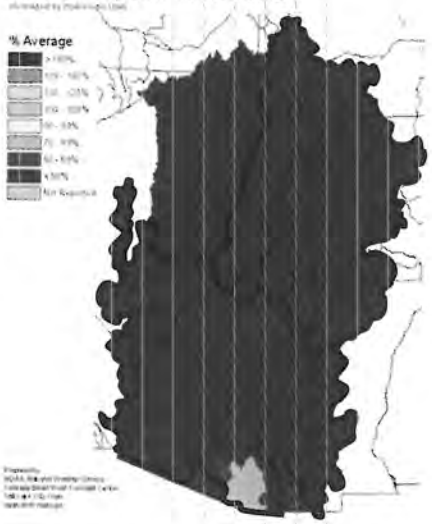
Source: National Oceanic Atmospheric Administration and the U.S. Department of Commerce

Colorado River Basin – Monthly Precipitation

Monthly Precipitation for June 2011



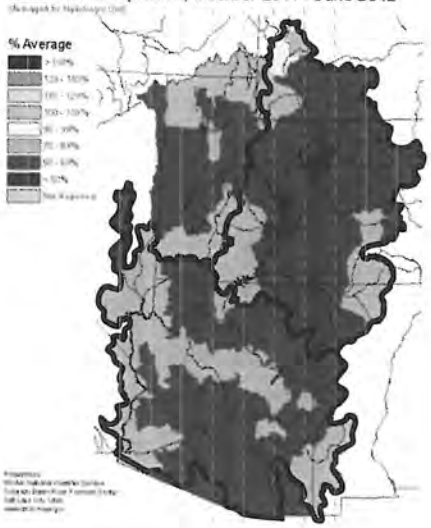
Monthly Precipitation for June 2012



Colorado River Basin Conditions

- **June inflow to Lake Powell:** 13% of average
- **Water Year 2012 Precipitation:** 71% of average
- **Forecasted Water Year 2012 Inflow to Lake Powell:** 46% of average

Seasonal Precipitation, October 2011 - June 2012

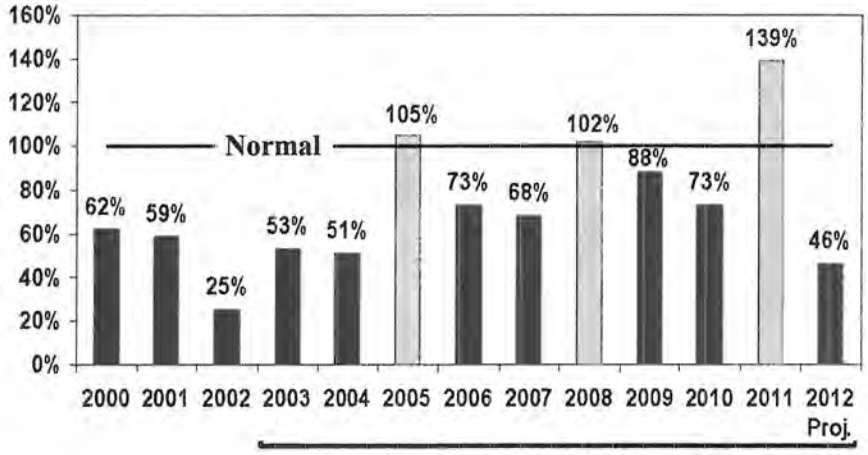


Precipitation and Inflow Forecast – Lake Powell

	2011 Water Year		2012 Water Year	
Month	Actual Precipitation	Inflows Forecast	Actual Precipitation	Inflows Forecast
Jan	140%	110%	75%	79%
Feb	127%	105%	84%	78%
Mar	119%	105%	86%	80%
Apr	118%	111%	78%	63%
May	125%	128%	74%	51%
Jun	126%	138%	71%	47%
Jul	128%	139%	71%	46%
Aug	125%	142%		
Sept	123%	140%		
Actual	120%	139%		

Source: Bureau of Reclamation, Lower Colorado Water Supply Reports

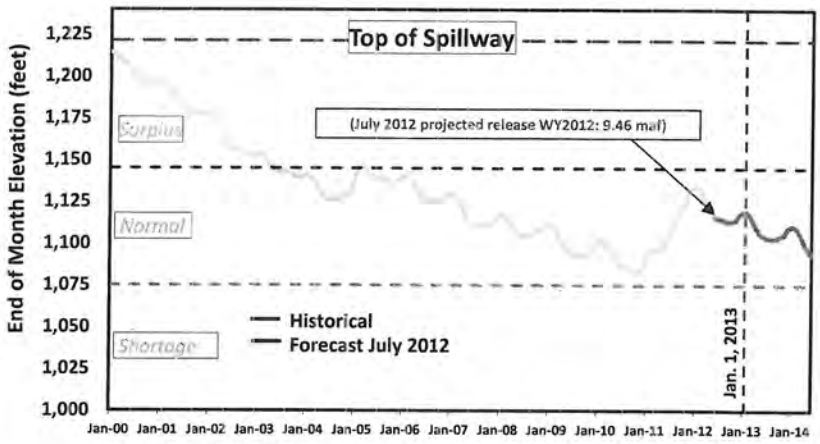
Historical and Projected Lake Powell Annual Inflows



10-Year Average (2003-2012 projection): 80% of normal

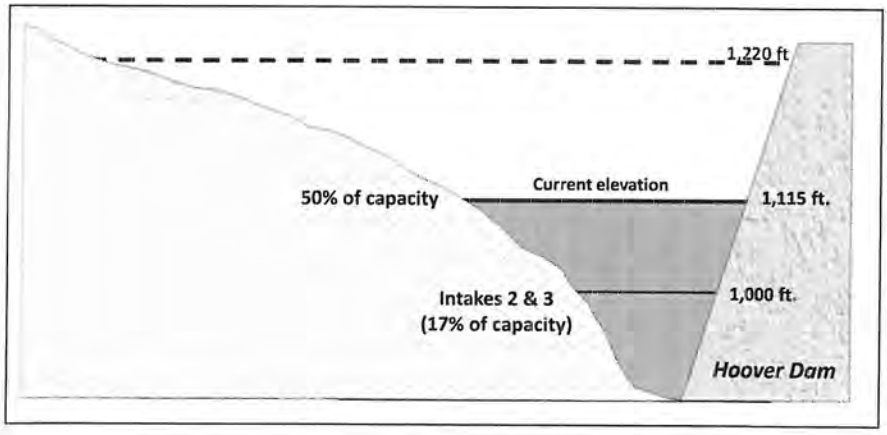
Lake Mead Elevations

(Historical and Forecasted)

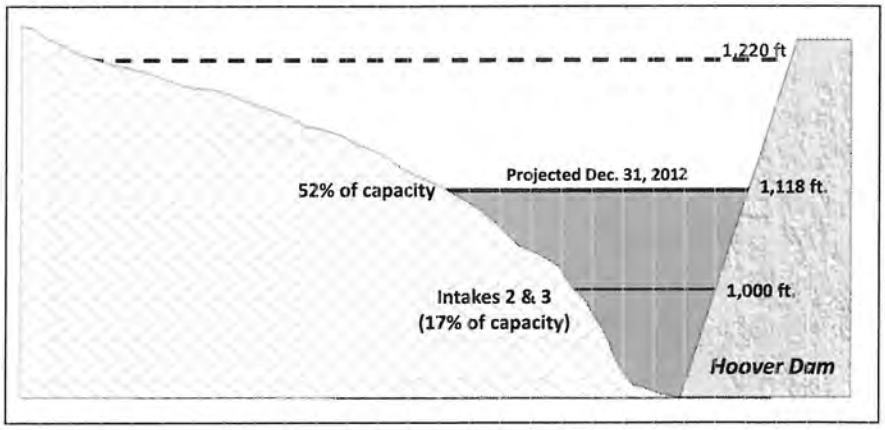


Source: Bureau of Reclamation, July 2012

Lake Mead Capacity - Current

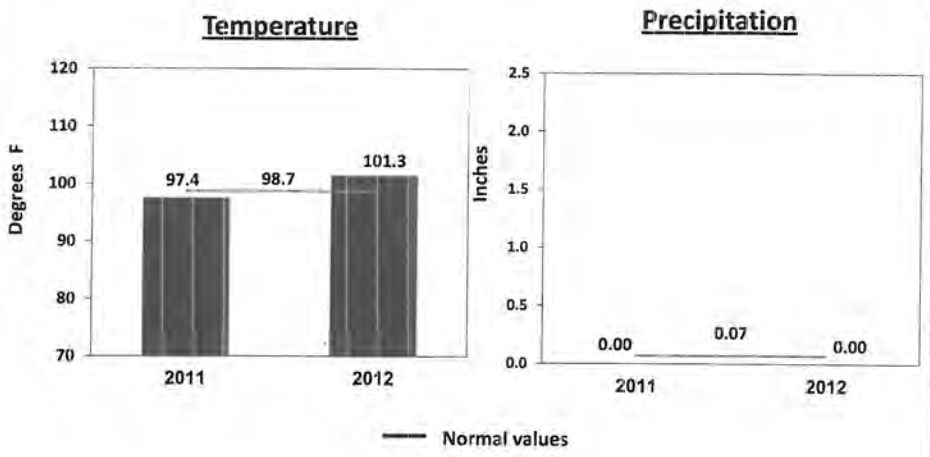


Lake Mead Capacity - Projected (12/31/12)

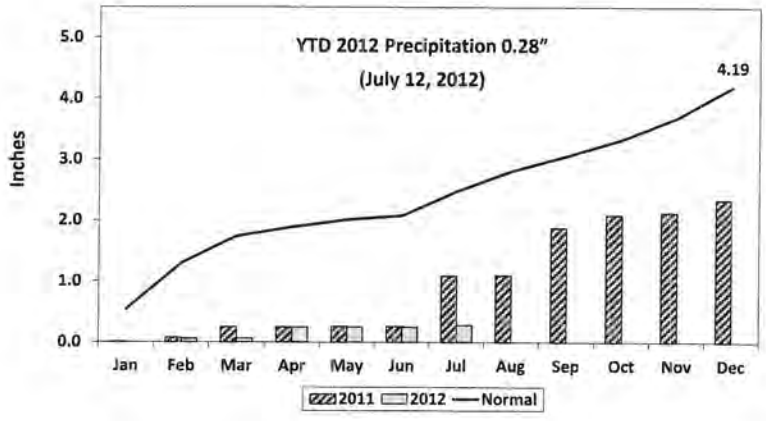


SNWA Water Use

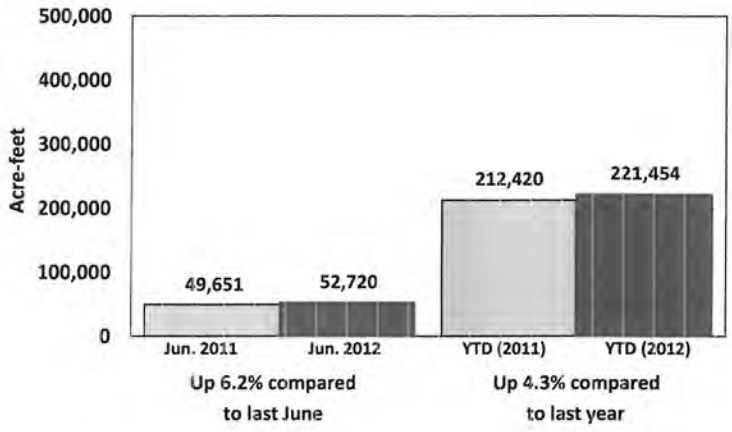
Weather Comparison (June 2012)



Annual Precipitation



SNWA Total Water Use



SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

August 16, 2012

Subject: Agreement	**Director's Backup**
Petitioner: Richard B. Holmes, Deputy General Manager, Engineering/Operations	

Recommendations:
That the Board of Directors approve and authorize the General Manager to enter into an assistance agreement, in substantially the same form, between the Bureau of Reclamation and the Authority, to accept a grant for an amount not to exceed $300,000 to support the Authority's Water Smart Landscape Rebate Program, and authorize the General Manager to approve future modifications only if the future modifications do not fiscally impact the Authority.

Fiscal Impact
The Bureau of Reclamation will reimburse the Authority up to $300,000 in grant funding. The grant is contingent on the Authority expending $3,000,000 toward the issuance of landscape conversion rebates, which is included in the Authority's 2012/2013 fiscal year Operating Budget.

Background:
The Bureau of Reclamation (Reclamation) established the WaterSMART Water and Energy Efficiency Grant Program to provide funding for projects that conserve and use water more efficiently, increase the use of renewable energy in the management or delivery of water, protect endangered and threatened species, facilitate water markets, or carry out other activities to address climate-related impacts on water or prevent any water-related crisis or conflict.

In May 2012, Reclamation notified the Authority of its approval of a grant for an amount not to exceed $300,000 to support funding for the Authority's Water Smart Landscape Rebate Program (Program). The Program provides a financial incentive to encourage property owners to convert turf to drought-tolerant plants by providing funds to offset a portion of conversion costs.

At this time, the Board is being asked to approve the assistance agreement, which includes the provisions necessary for the Authority to obtain federal funding.

This agreement is entered into pursuant to NRS 277.180, Section 6(o) of the SNWA 1995 Amended Cooperative Agreement, and the federal authorities cited in the attached assistance agreement. The office of the General Counsel has reviewed and approved this agreement.

Respectfully submitted:

Patricia Mulroy, General Manager
PM:RBH:ZM:JAW:AMB:DB:kf
Attachment

AGENDA ITEM # 2

7-2279 (12-2011)
Bureau of Reclamation

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT

1A. AGREEMENT NUMBER	1B. MOD NUMBER	2. TYPE OF AGREEMENT	3. CLASS OF RECIPIENT
R12AP30021	N/A	☒ GRANT ☐ COOPERATIVE AGREEMENT	Special District Government

4. ISSUING OFFICE

Bureau of Reclamation
Lower Colorado Region
P.O. Box 61470
Boulder City, NV 89006-1460

5. RECIPIENT

Southern Nevada Water Authority
100 City Parkway, Suite 700
Las Vegas, NV 89106

EIN #:	88-0278492	County:	Clark
DUNS #:	135965650	Congress. Dist:	01

6. ADMINISTRATIVE POINT OF CONTACT

Shawna Thompson, LC-10101
Bureau of Reclamation
P.O. Box 61470
Boulder City, NV 89006-1470
Phone: 702-293-8570, Email: smthompson@usbr.gov

7. RECIPIENT PROJECT MANAGER

Kathy Flanagan
Southern Nevada Water Authority
1001 South Valley View Boulevard
Las Vegas, NV 89153
Phone: 702-258-3173, Email: kathy.flanagan@snwa.com

8. GRANTS OFFICER TECHNICAL REPRESENTATIVE

Tina Mullis, LC-2731
Bureau of Reclamation
Resource Management Office
P.O. Box 61470
Boulder City, NV 89006-1470
Phone: 702-293-8139, Email: tmullis@usbr.gov

9A. INITIAL AGREEMENT EFFECTIVE DATE:

See Block 17a

9B. MODIFICATION EFFECTIVE DATE:

N/A

10. COMPLETION DATE

June 30, 2013

11A. PROGRAM STATUTORY AUTHORITY
P.L. 111-11 Omnibus Public Lands Management Act of 2009, Sec. 9504 (a) – (h)

11B. CFDA Number
15.507

12. FUNDING INFORMATION	RECIPIENT/OTHER	RECLAMATION
Total Estimated Amount of Agreement	$3,000,000.00	$300,000.00
This Obligation	$3,000,000.00	$300,000.00
Previous Obligation	$0.00	$0.00
Total Obligation	$3,000,000.00	$300,000.00
Cost-Share %	91%	9%

13. REQUISITION NUMBER
12300270040

14A. ACCOUNTING AND APPROPRIATION DATA

Cost Authority: A10-1968-0006-SNW-NV-6-0 (8)
Cost Center: 3002700
Object Code: 411G

14B. TREASURY ACCOUNT FUNDING SYMBOL

14x0680

15. PROJECT TITLE AND BRIEF SUMMARY OF PURPOSE AND OBJECTIVES OF PROJECT

PROJECT TITLE: Water Smart Landscape Rebate Program 2012

PURPOSE: This Agreement will provide funds to allow the Southern Nevada Water Authority (SNWA) to continue its successful WaterSmart Landscapes Program, which provides rebates to encourage homeowners throughout Southern Nevada to convert turf to desert tolerant landscaping.

16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient

BY: _____

DATE: _____

17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation

BY: _____

DATE: _____

16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER

Patricia Mulroy
General Manager
702-258-3100

☐ Additional signatures are attached

17b. NAME OF GRANTS OFFICER

Beverly K. Nelson
Grant Officer
702-293-8524

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Grant Agreement
Between
Bureau of Reclamation
And
Southern Nevada Water Authority
For
Water Smart Landscape Rebate Program 2012

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Grant Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as "Reclamation," and the Southern Nevada Water Authority, hereinafter referred to as the "Recipient" or "Grantee," pursuant to Public Law 111-11 (42 USC 10364). The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

SEC. 9504. WATER MANAGEMENT IMPROVEMENT.

(a) Authorization of Grants and Cooperative Agreements –
(1) AUTHORITY OF SECRETARY – The Secretary may provide any grant to, or enter into an agreement with, any eligible applicant to assist the eligible applicant in planning, designing, or constructing any improvement - -
(A) to conserve water;
(B) to increase water use efficiency;
(C) to facilitate water markets;
(D) to enhance water management, including increasing the use of renewable energy in the management and delivery of water;
(E) to accelerate the adoption and use of advanced water treatment technologies to increase water supply;
(F) to prevent the decline of species that the United States Fish and Wildlife Service and National Marine Fisheries Service have proposed for listing under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) (or candidate species that are being considered by those agencies for such listing but are not yet the subject of a proposed rule);
(G) to accelerate the recovery of threatened species, endangered species, and designated critical habitats that are adversely affected by Federal reclamation projects or are subject to a recovery plan or conservation plan under the Endangered Species Act of 1973 (16

U.S.C. 1531 et seq.) under which the Commissioner of Reclamation has implementation responsibilities; or

(H) to carry out any other activity

(i) to address any climate-related impact to the water supply of the United States that increases ecological resiliency to the impacts of climate change; or

(ii) to prevent any water-related crisis or conflict at any watershed that has a nexus to a Federal reclamation project located in a service area.

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

The Water Smart Landscapes (WSL) Program is an on-going rebate program and a key component in the Southern Nevada Water Authority's (SNWA) 2009-2013 Water Conservation Plan (Plan). In Southern Nevada, nearly all water used indoors is recovered, treated and returned to the Colorado River System for return-flow credits. As a result, the SNWA's conservation efforts emphasize reducing outdoor water use, which cannot be recovered through return-flow credits. Reclamation's WaterSMART Program is geared to help meet the Secretary's High Priority Water Conservation Goal. This project will save approximately 448 acre-feet per year (AFY) and will help Reclamation meet this High Priority Water Conservation Goal.

This Agreement with the SNWA under Reclamation's WaterSMART Program will actively encourage water conservation and the efficient use of water supplies directly associated with a Reclamation water project and Colorado River water use. This project will result in an estimated recurring annual savings of 448 AFY by converting 2,619,048 square-feet of lawn to water-efficient landscaping. Over the life of the improvement (50 years), the cumulative recurring impact of this project is estimated to result in a savings of 22,400 acre-feet (AF).

The SNWA's Plan describes the current conservation goal of 199 gallons per capita per day by 2035, and details strategies and tactics for continued water savings. This Rebate Program is a key tactic under the "incentives" strategy.

3. BACKGROUND AND OBJECTIVES

The SNWA was formed in 1991 by a cooperative agreement among seven water and wastewater agencies in Southern Nevada. These agencies include Big Bend Water District, City of Boulder City, City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County Water Reclamation District and the Las Vegas Valley Water District. Together, these agencies provide water and wastewater service to approximately 2 million residents in the cities of Boulder City, Henderson, Las Vegas and North Las Vegas, and areas of unincorporated Clark County. As a wholesale water provider, the SNWA is responsible for water treatment and delivery, as well as acquiring and managing short and long-term water resources for Southern Nevada.

The onset of severe drought conditions on the Colorado River underscores the critical role of conservation in helping to meet current and future demands. If drought conditions continue, Southern Nevada may be subject to declared Colorado River shortages as early as 2015, making

Southern Nevada's conservation efforts even more significant. In addition, further declines in Lake Mead's water level could result in additional shortages, which would further stress the ability of water supply facilities to meet water demands. Water conservation will help to mitigate these concerns.

The SNWA and its member agencies depend on the Colorado River for approximately 90 percent of the community's water resource needs. Severe and sustained drought in the Colorado River Basin is threatening water supplies and critical water delivery facilities. The SNWA's primary resource is its share of Nevada's consumptive use apportionment of 300,000 AFY of Colorado River water. In addition to this apportionment, the SNWA also has access to groundwater rights in the Las Vegas Valley, purchased/leased rights along the Muddy and Virgin rivers and Coyote Spring Valley groundwater rights, which can be conveyed to the Colorado River for Intentionally Created Surplus (ICS) credit.

Water treatment and delivery is energy intensive. Each acre-foot of water saved will result in an estimated 2,118 kilo-Watt hours (kWh) energy reduction. As a result of the WSL Program, the SNWA saves an estimated 57,000 megawatt hours (MWH) annually. The SNW A obtains energy from a number of sources. In 2010, these included 653,200 MWH from the Silverhawk Power Station (71 percent), 119,600 MWH hydropower generated at Hoover Dam and purchased from Reclamation (13 percent), 138,000 MWH market purchases (15 percent), and small quantities of power purchased from NV Energy (3,312 MWH) or generated by SNWA solar and hydropower projects (5,888 MWH). The energy conserved as a result of the proposed project allows the SNWA to reduce its non-renewable market purchases.

The Recipient's Application Package and Proposal were submitted under Funding Opportunity Announcement (FOA) Number R12SF80049 for Reclamation's Financial Assistance Program, WaterSMART: Water and Energy Efficiency Grants for FY2012. First level screening, eligibility for second level evaluation, and award rating was completed by Reclamation's Denver Office and then forwarded for administration by the Lower Colorado Region's, Acquisitions and Assistance Management Office. The proposal was reviewed, rated, and approved for award as it meets the program criteria and Reclamation's mission to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American Public.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in Block 17a of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The Agreement shall remain in effect until the date shown in Block 10 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The period of performance for this Agreement may only be modified through written modification of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of

federal funding for this agreement is $300,000.00, of which the initial amount of federal funds available is limited to $300,000.00 as indicated by "this obligation" within Block 12 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written modifications to this agreement by a Reclamation Grants Officer.

5. SCOPE OF WORK AND MILESTONES

This Agreement will be utilized by the SNWA to offer rebates and encourage property owners to convert turf to drought-tolerant landscaping. The WSL Program encourages property owners to convert lawn by providing a rebate to offset a portion of associated conversion costs. The program rebates customers $1.50 per square-foot for the first 5,000 square-feet of lawn converted per property, per year, and $1 per square-foot for each additional square-foot removed. No property may obtain more than $300,000 of approved rebates per SNWA fiscal year (July 1 through June 30). Groundwater well users' rebates are limited to 2,500 square feet per fiscal year. Based upon a joint Reclamation/SNWA research project conducted from 1995 to 2000, every square-foot of grass replaced with desert landscaping saves an average of 55.8 gallons of water per year. Rebate amounts are set by SNWA's Board based on the number of square feet converted. Average rebate issuance is about $1.26 per square foot converted.

The following details the general process that applicants to the WSL Program follow to qualify for and receive landscape conversion rebates:

1. **Application** – Single-family property owners must submit an application to the WSL Program via mail or internet. Commercial and institutional properties contact a Programs Coordinator directly.
2. **Pre-conversion site inspection** – All properties must meet eligibility requirements. At the pre-conversion site inspection, SNWA staff document the existing landscape, determine participation eligibility and explain the program requirements to the property owner or agent.
3. **Six-month performance period** – After SNWA deems a property eligible for participation, the property owner is given six months to complete the conversion. Subject to SNWA approval, participants may be granted up to six additional months.
4. **Post-conversion site inspection** – Upon notice from the applicant that the conversion is complete, SNWA will inspect the landscape to ensure it meets minimum requirements and to determine the square-footage eligible for rebate. If program requirements are not met, the applicant is given an additional 60 days or the remainder of the six-month time period to take corrective action.
5. **Rebate issuance** – Following a successful post-conversion site inspection, the customer is notified of the rebate amount. The customer acknowledges the amount by signing a form and returning it. A rebate check is then processed and mailed.

On average, the entire process takes approximately 3-4 months from initial customer request.

As a customer rebate program, the WSL Program is dependent upon customer demand. Historically, rebate issuance has remained relatively steady through the fiscal year. By quarter, expenditures for this funding request are anticipated to track the following estimated forecast:

Fiscal Year 2012/2013	Percent	Landscape Converted	Rebate Issuance
Q1 - July 1 – September 30	25%	654,762 square-feet	$825,000
Q2 - October 1 – December 31	25%	654,762 square-feet	$825,000
Q3 - January 1 – March 31	25%	654,762 square-feet	$825,000
Q4 - April 1 – June 30	25%	654,762 square-feet	$825,000
Total	100%	2,619,048 square-feet	$3,300,000

This project will result in an estimated recurring annual savings of 448 AFY by converting 2,619,048 square-feet of lawn to water-efficient landscaping. Over the life of the improvement (50 years), the cumulative recurring impact of this project is estimated to result in a savings of 22,400 AF. This project will also result in an estimated energy reduction of 948,864 kWh.

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the Scope of Work contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the Scope of Work. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the Scope of Work and objectives of this Agreement.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and

Reclamation, as well as with the terms and conditions of this agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

BUDGET ITEM DESCRIPTION	COMPUTATION		RECIPIENT FUNDING	RECLAMATION FUNDING	TOTAL COST
	Price/Unit	Quantity			
OTHER					
Customer Rebates (Rebate amounts are set by SNWA's Board based on the number of square feet converted.	$1.26/sq ft	2,619,048	$3,000,000.00	$300,000.00	$3,300,000.00
TOTAL DIRECT COSTS--			**$3,000,000.00**	**$300,000.00**	**$3,300,000.00**
INDIRECT COSTS - 0%					
TOTAL PROJECT / ACTIVITY COSTS			**$3,000,000.00**	**$300,000.00**	**$3,300,000.00**

7.2 Cost Sharing Requirement

At least 50% non-federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this agreement.

7.3 Pre-Award Incurrence of Costs

Preaward costs are approved starting 7/1/2012, with the previous award ending on 6/30/2012. The Recipient is not authorized to be reimbursed for costs included from other award. The work conducted on the previous year's award or current year award under grant number R12AP30021 is not eligible under this award and should be segregated to ensure that there is no confusion in the continuation of this program. Reclamation reserves the right to review the documentation to ensure that the segregation has been done adequately and there are no discrepancies within the accounting of both awards. All costs must be allowable, allocable and reasonable to be considered for reimbursement.

7.4 Allowable Costs (2 CFR Part §225)

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following Office of Management and Budget (OMB) Circular, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State, Local, and Indian Tribal Governments"

Expenditures for the performance of this Agreement must conform to the requirements within this Circular. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 90 days following the project performance period are those strictly associated with closeout activities for preparation of the final report.

7.5 Changes (43 CFR §12.70).

(a) *General.* Grantees and subgrantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, unless waived by the awarding agency, certain types of post-award changes in budgets and projects shall require the prior written approval of the awarding agency.

(b) *Relation to cost principles.* The applicable cost principles (see 43 §12.62) contain requirements for prior approval of certain types of costs. Except where waived, those requirements apply to all grants and subgrants even if paragraphs (c) through (f) of this section do not.

(c) *Budget changes.*

(1) *Nonconstruction projects.* Except as stated in other regulations or an award document, grantees or subgrantees shall obtain the prior approval of the awarding agency whenever any of the following changes is anticipated under a nonconstruction award:

(i) Any revision which would result in the need for additional funding.

(ii) Unless waived by the awarding agency, cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget, whenever the awarding agency's share exceeds $100,000.

(iii) Transfer of funds allotted for training allowances (i.e., from direct payments to trainees to other expense categories).

(2) *Construction projects.* Grantees and subgrantees shall obtain prior written approval for any budget revision which would result in the need for additional funds.

(3) *Combined construction and nonconstruction projects.* When a grant or subgrant provides funding for both construction and nonconstruction activities, the grantee or subgrantee must obtain prior written approval from the awarding agency before making any fund or budget transfer from nonconstruction to construction or vice versa.

(d) *Programmatic changes.* Grantees or subgrantees must obtain the prior approval of the awarding agency whenever any of the following actions is anticipated:

(1) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
(2) Need to extend the period of availability of funds.

(3) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.

(4) Under nonconstruction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities which are central to the purposes of the award, *unless included in the initial funding proposal.* This approval requirement is in addition to the approval requirements of 43 §12.76 but does not apply to the procurement of equipment, supplies, and general support services.

(e) *Additional prior approval requirements.* The awarding agency may not require prior approval for any budget revision which is not described in paragraph (c) of this section.

(f) *Requesting prior approval.*

(1) A request for prior approval of any budget revision will be in the same budget format the grantee used in its application and shall be accompanied by a narrative justification for the proposed revision.

(2) A request for a prior approval under the applicable Federal cost principles (see §12.62) may be made by letter.

(3) A request by a subgrantee for prior approval will be addressed in writing to the grantee. The grantee will promptly review such request and shall approve or disapprove the request in writing. A grantee will not approve any budget or project revision which is inconsistent with the purpose or terms and conditions of the Federal grant to the grantee. If the revision, requested by the subgrantee would result in a change to the grantee's approved project which requires Federal prior approval, the grantee will obtain the Federal agency's approval before approving the subgrantee's request.

7.6 Modifications

Any changes to this Agreement shall be made by means of a written modification. Reclamation may make changes to the Agreement by means of a unilateral modification to address administrative matters, such as changes in address, no-cost time extensions, or the addition of previously agreed upon funding. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 43 CFR 12.83.

All other changes shall be made by means of a bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project extension shall be made at least 45 days prior to the expiration date of the Agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel

The Recipient's Project Manager for this Agreement shall be:

Kathy Flanagan
Southern Nevada Water Authority
1001 South Valley View Boulevard
Las Vegas, NV 89153
Phone: 702-258-3173
Email: kathy.flanagan@snwa.com

Changes to Key Personnel require compliance with 43 CFR 12.925(c)(2).

8.2 Reclamation's Key Personnel

8.2.1 Grants Officer (GO):

Bureau of Reclamation
Attn: Shawna Thompson, LC-10101
Address: P.O. Box 61470
Boulder City, NV 89006
Phone: 702-293-8570
Email: smthompson@usbr.gov

(a) The GO is the only official with legal delegated authority to represent Reclamation. The GO's responsibilities include, but are not limited to, the following:

(1) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;

(2) Approve through formal modification changes in the scope of work and/or budget;

(3) Approve through formal modification any increase or decrease in the period of performance of the Agreement;

(4) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;

(5) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement;

(6) Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

8.2.2 Grants Officer Technical Representative (GOTR):

Bureau of Reclamation
Attn: Tina Mullis, LC-2731
Address: P.O. Box 61470
Boulder City, NV 89006
Phone: 702-293-8139
E-mail: tmullis@usbr.gov

(a) The GOTR's authority is limited to technical and programmatic aspects of the Agreement. The GOTR's responsibilities include, but are not limited to, the following:

(1) Assist the Recipient, as necessary, in interpreting and carrying out the scope of work in the Agreement;

(2) Review, and where required, approve Recipient reports and submittals as required by the Agreement;

(3) Where applicable, monitor the Recipient to ensure compliance with the technical requirements of the Agreement;

(4) Where applicable, ensure that Reclamation complies with the technical requirements of the Agreement;

(b) The GOTR does <u>not</u> have the authority to and may <u>not</u> issue any technical assistance which:

(1) Constitutes an assignment of additional work outside the scope of work of the Agreement;

(2) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or

(3) Changes any of the expressed terms, conditions, or specifications of the Agreement.

9. REPORTING REQUIREMENTS AND DISTRIBUTION

9.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material non-compliance with the terms and conditions of the award. Non compliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 43 CFR §12.83.

9.2 Financial Reports. Financial Status Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

9.3 Monitoring and reporting program performance (43 CFR §12.80)

(a) *Monitoring by grantees.* Grantees are responsible for managing the day-to-day operations of grant and subgrant supported activities. Grantees must monitor grant and subgrant supported activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity.

(b) *Nonconstruction performance reports.* The Federal agency may, if it decides that performance information available from subsequent applications contains sufficient information to meet its programmatic needs, require the grantee to submit a performance report only upon expiration or termination of grant support. Unless waived by the Federal agency this report will be due on the same date as the final Financial Status Report.

(1) Grantees shall submit annual performance reports unless the awarding agency requires quarterly or semi-annual reports. However, performance reports will not be required more frequently than quarterly. Annual reports shall be due 90 days after the grant year, quarterly or semi-annual reports shall be due 30 days after the reporting period. The final performance report will be due 90 days after the expiration or termination of grant support. If a justified request is submitted by a grantee, the Federal agency may extend the due date for any performance report. Additionally, requirements for unnecessary performance reports may be waived by the Federal agency.

(2) Performance reports will contain, for each grant, brief information on the following:

(i) A comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required if that information will be useful.

(ii) The reasons for slippage if established objectives were not met.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(3) Grantees will not be required to submit more than the original and two copies of performance reports.

(4) Grantees will adhere to the standards in this section in prescribing performance reporting requirements for subgrantees.

(c) *Construction performance reports.* For the most part, on-site technical inspections and certified percentage-of-completion data are relied on heavily by Federal agencies to monitor progress under construction grants and subgrants. The Federal agency will require additional formal performance reports only when considered necessary, and never more frequently than quarterly.

(d) *Significant developments.* Events may occur between the scheduled performance reporting dates which have significant impact upon the grant or subgrant supported activity. In such cases, the grantee must inform the Federal agency as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

(e) Federal agencies may make site visits as warranted by program needs.

(f) *Waivers, extensions.*

(1) Federal agencies may waive any performance report required by this part if not needed.

(2) The grantee may waive any performance report from a subgrantee when not needed. The grantee may extend the due date for any performance report from a subgrantee if the grantee will still be able to meet its performance reporting obligations to the Federal agency.

9.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

REQUIRED REPORTS	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 9.3 (43 CFR 12.80) above.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 9.3 (43 CFR 12.80) above.
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance.
Reporting Period	**For Semi-Annual Reporting:** October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Within 30 days after the end of the Reporting Period	Within 90 days after the completion date of the Agreement
First Report Due Date	The first performance report is due for reporting period ending September 30, 2012.	N/A
Submit to:	GO at LCFA@usbr.gov	GO at LCFA@usbr.gov
Financial Status Report		
Format	SF-425 (all sections must be completed)	SF-425 (all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance.
Reporting Period	**For Semi-Annual Reporting:** October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Within 30 days after the end of the Reporting Period	Within 90 days after the completion date of the Agreement
First Report Due Date	The first Federal financial report is due for reporting period ending September 30, 2012.	N/A
Submit to:	GO at LCFA@usbr.gov	GO at LCFA@usbr.gov

* If the completion date is prior to the end of the next reporting period, then no interim report is due for that period. Instead, the Recipient is required only to submit the final financial and performance reports, which will cover the entire period of performance including the last abbreviated reporting period.

10. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable State, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office.

If during the course of any activities associated with the execution of this Agreement, **the Grantee becomes aware of the discovery** of any historic architectural and/or archaeological districts, sites, buildings, structures, or objects 50 years or older, the Grantee shall, **within the limits of its legal authority, request that activities immediately cease and consultation be conducted with the State Historic Preservation Office pursuant to 36 CFR Part 800.6.**

Certain environmental and other associated compliance are Federal responsibilities, and will occur as appropriate. Reclamation will identify the need for and will complete any appropriate environmental compliance requirements, as identified above, pertinent to Reclamation pursuant to activities specific to this assisted activity. Environmental and other associated compliance shall be completed prior to the start of this project. As such, notwithstanding any other provision of this Agreement, Reclamation shall not provide any funds to the Recipient for Agreement purposes, and the Recipient shall not begin implementation of the assisted activity described in this Agreement, until Reclamation provides written notice to the Recipient that all applicable environmental and regulatory compliance analyses and clearances have been completed and that the Recipient may begin implementation of the assisted activity. If the Recipient begins project activities that require environmental and other regulatory compliance approval, such as construction activities, prior to receipt of written notice from Reclamation that all such clearances have been obtained, then Reclamation reserves the right to unilaterally terminate this agreement for cause.

11. AGRICULTURAL OPERATIONS [Public Law 111-11, Section 9504(a)(3)(B)]

The Recipient shall not use any associated water savings to increase the total irrigated acreage of the Recipient or otherwise increase the consumptive use of water in the operation of the Recipient, as determined pursuant to the law of the State in which the operation of Recipient is located.

12. TITLE TO IMPROVEMENTS [Public Law 111-11, Section 9504(a)(3)(D)]

If the activities funded under this Agreement result in an infrastructure improvement to a federally owned facility, the Federal Government shall continue to hold title to the facility and improvements to the facility.

13. OPERATION AND MAINTENANCE COSTS [Public Law 111-11, Section 9504(a)(3)(E)(iv.)]

The non-Federal share of the cost of operating and maintaining any infrastructure improvement funded through this Agreement shall be 100 percent.

14. LIABILITY [Public Law 111-11, Section 9504(a)(3)(F)]

(a) IN GENERAL.—Except as provided under chapter 171 of title 28, United States Code (commonly known as the ''Federal Tort Claims Act''), the United States shall not be liable for monetary damages of any kind for any injury arising out of an act, omission, or occurrence that arises in relation to any facility created or improved under this Agreement, the title of which is not held by the United States.

(b) TORT CLAIMS ACT.—Nothing in this section increases the liability of the United States beyond that provided in chapter 171 of title 28, United States Code (commonly known as the ''Federal Tort Claims Act'').

II. RECLAMATION STANDARD TERMS AND CONDITIONS - STATES, LOCAL GOVERNMENTS, AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS

1. REGULATIONS

The regulations at 43 CFR, Part 12, Subparts A, C, E, and F, are hereby incorporated by reference as though set forth in full text. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by 43 CFR Part 12, are also incorporated by reference and made a part of this Agreement. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

1.1 Colleges and Universities that are Recipients or sub-recipients shall use the following:

2 CFR Parts 215 and 220 (Circular A 21), "Cost Principles for Educational Institutions"

Circular A 110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (Codification by Department of Interior, 43 CFR 12, Subpart F)

Circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations"

1.2 State, Local and Tribal Governments that are Recipients or sub-recipients shall use the following:

2 CFR Part 225 (Circular A 87), "Cost Principles for State, Local, and Indian Tribal Governments"

Circular A 102, as amended August 29, 1997, "Grants and Cooperative Agreements with State and Local Governments" (Grants Management Common Rule, Codification by Department of Interior, 43 CFR 12, Subpart C)

Circular A-133, revised June 27, 2003, Audits of States, Local Governments, and Non-Profit Organizations"

1.3 Nonprofit Organizations that are Recipients or sub-recipients shall use the following:

2 CFR Part 230 (Circular A 122), "Cost Principles for Non-Profit Organizations"

Circular A 110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (Codification by Department of Interior, 43 CFR 12, Subpart F)

Circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations"

1.4 Organizations other than those indicated above that are Recipients or sub-recipients shall use the basic principles of OMB Circular A-110 (Codification by Department of Interior, 43 CFR 12, Subpart F), and cost principles shall be in accordance with 48 CFR Subpart 31.2.

1.5 43 CFR 12.77 sets forth further regulations that govern the award and administration of subawards by State governments.

2. PAYMENT

2.1 Payment Standards. (43 CFR §12.61)

(a) *Scope.* This section prescribes the basic standard and the methods under which a Federal agency will make payments to grantees, and grantees will make payments to subgrantees and contractors.

(b) *Basic standard.* Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasury regulations at 31 CFR part 205.

(c) *Advances.* Grantees and subgrantees shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or subgrantee.

(d) *Reimbursement.* Reimbursement shall be the preferred method when the requirements in paragraph (c) of this section are not met. Grantees and subgrantees may also be paid by reimbursement for any construction grant. Except as otherwise specified in regulation, Federal agencies shall not use the percentage of completion method to pay construction grants. The grantee or subgrantee may use that method to pay its construction contractor, and if it does, the awarding agency's payments to the grantee or subgrantee will be based on the grantee's or subgrantee's actual rate of disbursement.

(e) *Working capital advances.* If a grantee cannot meet the criteria for advance payments described in paragraph (c) of this section, and the Federal agency has determined that reimbursement is not feasible because the grantee lacks sufficient working capital, the awarding agency may provide cash or a working capital advance basis. Under this procedure the awarding agency shall advance cash to the grantee to cover its estimated disbursement needs for an initial period generally geared to the grantee's disbursing cycle. Thereafter, the awarding agency shall reimburse the grantee for its actual cash disbursements. The working capital advance method of

payment shall not be used by grantees or subgrantees if the reason for using such method is the unwillingness or inability of the grantee to provide timely advances to the subgrantee to meet the subgrantee's actual cash disbursements.

(f) *Effect of program income, refunds, and audit recoveries on payment.*

(1) Grantees and subgrantees shall disburse repayments to and interest earned on a revolving fund before requesting additional cash payments for the same activity.

(2) Except as provided in paragraph (f)(1) of this section, grantees and subgrantees shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments.

(g) *Withholding payments.*

(1) Unless otherwise required by Federal statute, awarding agencies shall not withhold payments for proper charges incurred by grantees or subgrantees unless—

(i) The grantee or subgrantee has failed to comply with grant award conditions, or

(ii) The grantee or subgrantee is indebted to the United States.

(2) Cash withheld for failure to comply with grant award condition, but without suspension of the grant, shall be released to the grantee upon subsequent compliance. When a grant is suspended, payment adjustments will be made in accordance with §12.83(c).

(3) A Federal agency shall not make payment to grantees for amounts that are withheld by grantees or subgrantees from payment to contractors to assure satisfactory completion of work. Payments shall be made by the Federal agency when the grantees or subgrantees actually disburse the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(h) *Cash depositories.*

(1) Consistent with the national goal of expanding the opportunities for minority business enterprises, grantees and subgrantees are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members). A list of minority owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, DC 20230.

(2) A grantee or subgrantee shall maintain a separate bank account only when required by Federal-State Agreement.

(i) *Interest earned on advances.* Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at

least quarterly, remit interest earned on advances to the Federal agency. The grantee or subgrantee may keep interest amounts up to $100 per year for administrative expenses.

2.2 Payment Method

Requesting Payments -- Requests for advance or reimbursement may be made by the following methods:

(1) SF-270, Request for Advance or Reimbursement - Recipients may submit an original and properly certified SF-270 form to the GO. Requests for reimbursement may be submitted on a monthly basis or more frequently if authorized by the (GO). Recipients may not request advance payments for anticipated expenses that are greater than one month in advance of the request.

(2) SF-271, Outlay Report and Request for Reimbursement for Construction Programs - The SF-271 shall be used for construction Agreements paid by the reimbursement method, letter of credit, electronic funds transfer, or Treasury check advance, except where the advance is based on periodic requests from the Recipient, in which case the SF-270 shall be used. This request may be submitted on a quarterly basis, but no less frequently than on an annual basis. Recipients may submit an original, properly certified SF-271 form to the GO.

(3) Automated Standard Application for Payments (ASAP) - Recipients may utilize the Department of Treasury ASAP payment system to request advances or reimbursements. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. Recipient procedures must minimize the time elapsing between the drawdown of federal funds and the disbursement for agreement purposes.

Recipients interested in enrolling in the ASAP system, please contact Dee Devillier at 303-445-3461 or Sheri Oren at 303-445-3448.

3. PROCUREMENT STANDARDS (43 CFR §12.76)

(a) *States.* When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) *Procurement standards.*

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) *Competition.*

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of §12.76. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough

qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) *Methods of procurement to be followed*—(1) *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at $150,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by *sealed bids* (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in §12.76(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by *competitive proposals.* The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) *Contract cost and price.*

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see §12.62). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.*

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of $2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

4. EQUIPMENT (43 CFR §12.72)

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively.

(b) *States.* A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other grantees and subgrantees will follow paragraphs (c) through (e) of this section.

(c) *Use.*

(1) Equipment shall be used by the grantee or subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

(2) The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §12.65(a) to earn program income, the grantee or subgrantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.

(4) When acquiring replacement equipment, the grantee or subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property,

the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess and disposition actions.

(f) *Federal equipment.* In the event a grantee or subgrantee is provided Federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) Grantees or subgrantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or subgrantee will request disposition instructions from the Federal agency.

(g) *Right to transfer title.* The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

(1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 12.72(e).

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

5. SUPPLIES (43 CFR §12.73)

(a) *Title.* Title to supplies acquired under a grant or subgrant will vest, upon acquisition, in the grantee or subgrantee respectively.

(b) *Disposition.* If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other Federally sponsored programs or projects, the grantee or subgrantee shall compensate the awarding agency for its share.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT (31 U.S.C. 7501-7507)

Non-Federal entities that expend $500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133. Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, §___.215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

8. ENFORCEMENT (43 CFR §12.83)

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

(1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,

(2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,

(3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,

(4) Withhold further awards for the program, or

(5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,

(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 ((2 CFR 29.5.12 and 2 CFR 1400, Subpart C).

9. TERMINATION FOR CONVENIENCE (43 CFR §12.84)

Except as provided in 43 CFR §12.83 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §12.83 or paragraph (a) of this section.

10. DEBARMENT AND SUSPENSION (2 CFR §1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at http://www.gpoaccess.gov/ecfr/.

11. DRUG-FREE WORKPLACE (2 CFR §182 and §1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific

statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR §175.15)

Trafficking in persons.

(a) *Provisions applicable to a recipient that is a private entity.*

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *2 CFR part 1400.*

(b) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *2 CFR part 1400.*

(c) *Provisions applicable to any recipient .*

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(d) *Definitions* . For purposes of this award term:

(1) "Employee" means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR §18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC § 4601 *et seq.)*

(a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. § 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any "displaced persons," as defined under the URA.

(b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. § 4651.

(c) Exemptions to the URA and 49 CFR Part 24

(1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as "voluntary transactions." Such "voluntary transactions" are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR § 24.101(b)(1)(i)-(iv).

(2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:

(i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;

(ii) inform the owner in writing of what it believes to be the market value of the property

(d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR § 24.104. Such reviews may be conducted by the Department of Interior's Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

A. Requirement for Central Contractor Registration (CCR)
Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers
If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions
For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at http://www.ccr.gov).

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866–705–5711) or the Internet (currently at *http://fedgov.dnb.com/webform*).

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
   a. A Governmental organization, which is a State, local government, or Indian Tribe;
   b. A foreign public entity;
   c. A domestic or foreign nonprofit organization;
   d. A domestic or foreign for-profit organization; and
   e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. ll.210 of the attachment to OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations").

   c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

   a. Receives a subaward from you under this award; and
   b. Is accountable to you for the use of the Federal funds provided by the subaward.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

August 16, 2012

Subject: Agreement	**Director's Backup**
Petitioner: Richard B. Holmes, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve an agreement among the members of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program and the Authority.	

Fiscal Impact:
None by approval of the above recommendation.

Background:
In 2010, the Las Vegas Metropolitan Area Consortium (LVMAC) was comprised of the Southern Nevada Regional Planning Coalition, Clark County, the Cities of Las Vegas, North Las Vegas, Henderson, and Boulder City, the Regional Transportation Commission of Southern Nevada, the Conservation District of Southern Nevada, the Clark County School District, and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas (UNLV) and Brookings Mountain West – UNLV. The 2010 LVMAC received "preferred" status for this year's U.S. Department of Housing and Urban Development (HUD) Sustainable Communities Regional Planning Grant Program.

On October 20, 2011, the Board of Directors approved an agreement to be a partner in the LVMAC (later renamed the "Las Vegas Area Consortium for Sustainable Communities Regional Planning Grant Program" [Consortium]), and authorized a funding application to be submitted to support development of the Southern Nevada Regional Plan for Sustainable Development (RPSD). The goal of the RPSD is to develop an overarching guide for the planning of future physical development in the Las Vegas Valley. Topics to be addressed in the RPSD include social equity, economic development, transportation, the environment, housing, and healthy communities. Acting as the lead applicant of the Consortium, the City of Henderson was awarded a $3,488,000 grant from the HUD to develop the RPSD. A condition of the HUD grant is that an agreement among the Consortium members be developed establishing the Consortium's governance and organizational structure, roles and responsibilities of Consortium members, decision making protocols, and benefits of Consortium membership.

This agreement is entered into pursuant to NRS 277. The office of the General Counsel has reviewed and approved this agreement.

Respectfully submitted:

P Mulroy

Patricia ~~Mulroy, General~~ Manager
PM:RBH:ZLM:SAS:nsh
Attachment

AGENDA ITEM # 3

Southern Nevada Regional Plan for Sustainable Development
Consortium Agreement

Introduction

The Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program (Consortium) was formed through an interlocal agreement effective August 23, 2011. The goal of the Consortium is to establish regional collaboration for the pursuit of Department of Housing and Urban Development (HUD) funds. The Consortium was successful in securing $3,488,000 to develop of a Regional Plan for Sustainable Development (RPSD). Partners to the Consortium include the Southern Nevada Regional Planning Coalition (SNRPC), Clark County, the City of Las Vegas, the City of Boulder City, the City of Henderson, the City of North Las Vegas, the Clark County School District (CCSD), the Regional Transportation Commission (RTC), the Southern Nevada Water Authority (SNWA), the Southern Nevada Regional Housing Authority (SNRHA), the Southern Nevada Health District (SNHD), Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, Brookings Mountain West, and the Conservation District of Southern Nevada (CDSN).

This Consortium Agreement is required by HUD to establish at a minimum the governance and organizational structure, roles and responsibilities of the partners, decision making protocols, and benefits of Consortium membership. This grant became effective on February 1, 2012 and will expire on February 1, 2015.

A. Scope

The Southern Nevada Regional Plan for Sustainable Development is a collaborative effort to address key areas of concern in the Las Vegas Valley through a comprehensive, progressive, and coordinated planning process. Our partnerships and organizational structure seek to ensure the plan will result in implementable strategies by engaging groups and individuals at different levels so that it gains buy-in from the public, elected officials, governments, subject matter experts and diverse sectors of the population.

Two decades of rapid growth followed by the severe economic consequences of the "Great Recession" have significantly impacted the need for Southern Nevada communities to conduct regional planning. These economic conditions call for a reassessment of long range community development plans and support the need for a fully effective and integrated regional plan incorporating all aspects of sustainability. Consolidated planning will also help in preparing for the anticipated changes in growth following the recession, and will foster consensus in maximizing expenditures of limited local and state tax revenues and pending declines in federal funds.

Ultimately this plan will identify an optimal mix of uses, design features, amenities, transportation options, housing choices, etc, for targeted areas, and incorporate principles for sustainable development and healthy communities.

B. Consortium Partners

The core of the Consortium is comprised of the Southern Nevada Regional Planning Coalition, Clark County, the City of Las Vegas, the City of North Las Vegas, the City of Henderson, the City of Boulder City, the Regional Transportation Commission of Southern Nevada, the Conservation District of Southern Nevada, the Clark County School District, the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, Brookings Mountain West (UNLV), the Southern Nevada Regional Housing Authority, the Southern Nevada Water Authority, and the Southern Nevada Health District. These parties have identified the need for, and have resolved to collaborate in a regional planning process to promote a sustainable, healthy community.

The Consortium will also include private sector and additional non-profit representation upon the creation of six Task Groups focusing on issues related to social equity, economic development, transportation, environment, housing, and healthy communities. These Task Groups will develop policies and recommendations for land use decision making that will advance the Department of Housing and Urban Development's (HUD) six livability principles:

1. Provide more transportation choices;
2. Promote equitable, affordable housing;
3. Enhance economic competitiveness;
4. Support existing communities;
5. Coordinate policies and leverage investment; and
6. Value communities and neighborhoods.

Additional members may be brought into the Consortium as partnerships and relationships develop over the course of the planning process. This process is detailed in the "Joinability" section.

As part of the initial application process, a Partnership Agreement was created indicating the regional support for the pursuit of this funding. This Consortium Agreement supersedes that initial Partnership Agreement and takes precedence in the event any areas may in some way conflict.

C. Goals of the Consortium

The ultimate goal of this initiative is the creation of a Regional Plan for Sustainable Development (RPSD) to serve as an overarching guide for the planning of future physical development in the Las Vegas Valley. Incorporating extensive public outreach to stakeholders and community members, this plan will ensure that long range land use planning will

incorporate principles for transit-oriented development, healthy communities, sustainable design, and promote access to jobs, housing, and services for those traditionally in greatest need.

To achieve this ultimate goal, the Consortium shall:

- Develop a Public Outreach Plan to ensure participation from all stakeholders, with particular emphasis on traditionally under-represented groups
- Assess and quantify existing conditions
- Utilize existing Transit Oriented Development corridor and node plans
- Develop potential future scenarios to include a continuation of current practices and the implementation of preferences as communicated by stakeholders and residents
- Conduct Scenario analysis
- Develop Policies to achieve the desired scenario
- Establish a set of recommended implementation measures.

The timeline for achieving these goals are outlined in the approved work plan. Performance measures will be developed in the logic model that will be provided by HUD.

D. Benefits of Consortium Membership

In 2010 a similar consortium applied for funds under this grant program and was not successful. However the application did merit HUD's "Preferred Status", which conveyed technical assistance and bonus points for future applications. With the award of this grant the Preferred Status remains in place with benefits conveyed upon all Consortium partners should they pursue grants for projects that are aligned with the recommendations of the RPSD.

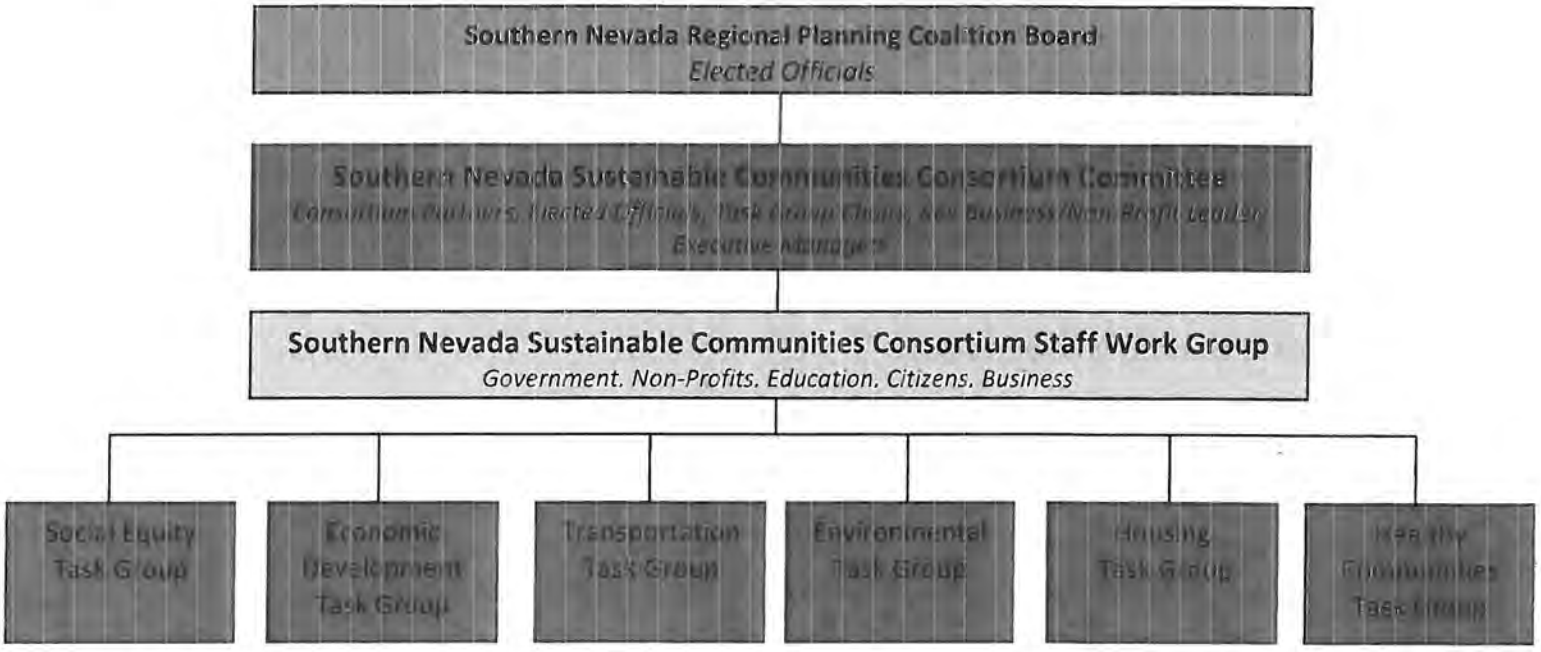
Aside from these immediate benefits, the Regional Plan will include the development of processes and structures that will guide future growth and development through information based decision making community wide collaboration. These processes and structures include:

- Capacity Building and Community Engagement — Building on the region's record of collaboration to provide leadership, coordinate outreach and education activities, broaden public understanding of and involvement in sustainability issues, and strengthen stakeholder capacity to address them.
- Enhancing Decision Making — Developing new tools, policies and practices necessary to make sound investments and accelerate sustainable development.
- Demonstrating New Models — Applying these new tools to key corridors and activity centers through demonstration projects that can help transform the ways neighborhoods and communities grow and develop.
- Fair Housing Equity Assessment – A regional analysis of demographic, economic, and housing data will identify barriers and impediments to fair housing choice and inform the development of implementation measures to remove those barriers.

E. Administration

The City of Henderson shall serve as the lead agency on behalf of the SNRPC and the Consortium. In that capacity, the City shall be responsible for day to day project management for development of the RPSD; including the hiring and supervision of grant funded staff and budget management. The City of Henderson shall serve as the point of contact with HUD with full responsibility for tracking and reporting of time, expenditures, and all other HUD requirements.

F. Leadership and Governance Structure



The project structure consists of the Consortium, led by the SNRPC, as the overarching governing body, supported by the Consortium Committee; Six Task Groups; and the Consortium Staff Work Group. Administrative functions will be handled by the City of Henderson. Roles and responsibilities for each are described in greater detail in the organizational chart attached above.

This structure is designed such that information derived from public outreach, research and analysis, stakeholder engagement, etc informs and guides the work of each Task Group as they develop goals, metrics, and policies in accordance with the respective Livability Principles. The work product of the Task Groups is reviewed and vetted by the Consortium Committee and forwarded to the full Consortium Board for appropriate action.

Southern Nevada Regional Planning Coalition (SNRPC) Board

The Southern Nevada Regional Planning Coalition (SNRPC) shall serve as the ultimate governing body, decision making authority, and steward of "the plan" upon adoption. Consortium partners have agreed via the Cooperative Agreement submitted with the initial grant application that this process shall be governed by the SNRPC. The SNRPC will solicit their respective governments and agencies to gain approval and adoption, and to support the coordinated implementation of the Regional Plan for Sustainable Development. Should the boards of any of the partner entities desire to revise the final document, the revised document shall be brought back before all other boards for approval. The Plan will be considered complete upon adoption by the boards of all Consortium partners. Should a partner entity choose not to move forward with adoption, and it can reasonably be assumed that the issues that led to that decision are irreconcilable; the SNRPC may still deem the project complete.

When, during the development of the Plan, it is appropriate to bring items to the SNRPC, the process shall be, review and recommendation by the SNRPC Technical Committee followed by item review and final action by the full Board.

Southern Nevada Sustainable Communities Consortium Committee

The role of this committee will be to serve as the recommending body between the Task Groups and the SNRPC Board to ensure findings, recommendations, and strategies are in alignment with the overarching goals and policies of the Plan. At a minimum, the Consortium Committee will meet once a year to receive Task Group reports on the development of priorities, goals, metrics and implementation measures for their respective focus areas. The Consortium Committee shall have the authority to convene additional meetings to hear items and take action during critical decision-making milestones. Consortium Committee meetings shall also be open to the public and noticed in accordance with the State of Nevada's open meeting laws.

In order for the Consortium Committee to hold its annual meeting, a quorum of its membership, as described in Section I – Decision Making Protocols, shall be required to attend.

The Consortium Committee will initially be comprised of the following:

- The City Manager and County Administrator, or designee from each member of the SNRPC (6 members);
- Chairs of the Task Groups (6 members);
- An elected official, not currently acting in any role with the SNRPC, from each member of the SNRPC (6 members); and
- Business or Community Leaders, or Project Partners from other relevant sectors (minimum of 3 members).

In the event other members are to be added, potential nominations shall adhere to the Joinability (admissions) requirements of this agreement, and must receive support from two-thirds of the existing Consortium Committee members. Members of the Consortium Committee shall elect a Chair and Vice Chair, and develop ground rules and general guidelines that strive for efficient and productive meetings.

Task Groups

The role of the Task Groups will be to focus on and address sustainability related to: (i) social equity, (ii) economic development, (iii) transportation, (iv) environment, (v) housing, and (vi) neighborhood/community engagement in an effort to advance HUD's six livability principles.. The Task Groups shall be responsible for evaluating current plans/systems, identifying barriers and challenges to sustainability, and developing specific metrics for assessments of goals. Moreover, Task Groups shall have a key role participating in the dialog at the Regional Kick-Off Event for Year 1, and Town Hall meetings throughout the entire Regional Plan process.

Task Group members shall be appointed by the SNRPC and will include, but not be limited to, subject-matter experts, Brookings Mountain West/LINCY Institute consultants or other UNLV resources, and engaged and supportive leaders in the business community, education systems, or community-based organizations. A minimum of seven (7) members for each Task Group shall be established to ensure a diverse balance of regional constituent participation. Members of the Task Groups shall elect a Chair and Vice Chair, and develop ground rules and general guidelines that strive for efficient and productive meetings.

Task Groups shall meet quarterly to undertake activities in order to develop reports to inform the Consortium Committee on the creation of priorities, goals, metrics and implementation measures for their respective focus areas. In order for Task Groups to vote or develop consensus on items during a meeting, a quorum shall be required as defined in Section I - Decision Making Protocols.

Members of the Task Groups will on occasion be invited to participate in work group meetings. The purpose of this participation is to provide high-level guidance and feedback and to confirm that recommendations and any other input developed by the Task Groups is incorporated in the plan development.

Southern Nevada Sustainable Communities Staff Work Group

The role of the Work Group is to provide structure and guidance for the Task Groups, inform the Consortium Committee and Task Groups of outreach efforts, and to review, develop and guide plan development. The Work Group shall be comprised of Consortium Partner representatives. The City of Henderson shall be responsible for overseeing the Work Group, and coordinating or collaborating with partner entity designees, per the in-kind match identified in the Task Matrix, for successful plan development and continuous communication and engagement with their respective boards.

The Work Group shall have the ability to establish subcommittees for the purposes of focusing resources on specific tasks (i.e. consultant selection, strategy development, scenario planning tool selection, etc.). Findings and recommendations shall be brought to the full Work Group for review and decision making.

G. Budget Administration

Administration of all expenses will be handled by the City of Henderson through its internal processes and in accordance with all HUD requirements. This includes all budgetary matters and expenditures of any funds including consultant contracts, consortium subgrants, all purchases, staff compensation, and any other expenditure incurred in support of this effort. City of Henderson staff shall provide monthly reports to the SNRPC Planning Directors and quarterly reports to the SNRPC Technical Committee outlining project expenditures. Funding is in the form of reimbursement for expenses upon the approval of the Consortium's assigned Government Technical Representative.

H. Roles and Responsibilities of the Consortium Members

Roles and Responsibilities are outlined and defined per the Task Matrix attached below. The City of Henderson commits resources as necessary to administer this process and to guide Plan development and implementation. The partner entity commitment letters submitted at the time of application have stated their support for this project, and in the form of staff time, their assistance will be provided as indicated in the matrix.

Task Matrix – Roles and Responsibilities of the Consortium Members							
	Commitment Letter Date	FTE Hours	Plan Development	Public/Stakeholder Engagement	Research and Analysis	Capacity Building	Plan Implementation
COH	10/4/11	5,244	X	X	X	X	X
CLV	10/5/11	1.530	X	X	X	X	X
CC	9/20/11	2,898	X	X	X	X	X
NLV	10/5/11	321	X	X	X	X	X
BC	10/6/11	126	X	X		X	X
CCSD	9/30/11	421	X	X		X	X
SNWA	9/29/11	396	X	X	X	X	X
RTC	10/3/11	450	X	X	X	X	X
SNRHA	9/30/11	684	X	X		X	X
CDSN	9/28/11	156	X				
SNHD	5/27/12	180	X	X		X	X
UNLV	9/21/11	1,470	X	X	X	X	

Consortium Partner Identification

COH: City of Henderson **CLV**: City of Las Vegas **CC**: Clark County **NLV**: North Las Vegas **BC**: Boulder City
CCSD: Clark County School District **SNWA**: Southern Nevada Water Authority
RTC: Southern Nevada Regional Transportation Commission **SNRHA**: Southern Nevada Regional Housing Authority
CDSN: Conservation District of Southern Nevada**SNHD**: Southern Nevada Health District
UNLV: University of Nevada, Las Vegas

Task Matrix – Roles and Responsibilities Definitions

Plan Development	Consortium Partners will participate in the development of the Regional Plan, including the vision, goals, and implementation strategies.
Public/Stakeholder Engagement	Consortium Partners shall provide support, insight and knowledge of, and participate in engaging stakeholders, hard-to-reach populations (underserved, underrepresented, and minority communities), the general public, and community leaders for the duration of the plan development process.
Research and Analysis	Support the analysis, evaluation, and assessment of Comprehensive Plans, strategies, tools, and the implementation of demonstration projects.
Capacity Building	When provided with an educational or outreach opportunity, consortium partners shall participate in training, webinars, workshops to help further the plan development process.
Plan Implementation	Consortium partners willingness to implement local projects, provide leadership, or assume specific roles to carry out actions of the Regional Plan.

I. Decision Making Protocols

A quorum, defined as two-thirds of Consortium Committee and Task Group members, must be present in order to reach a consensus or decision on recommendations. In the presence of a quorum, a simple majority of the members present shall constitute approval. In the event a Task Group has the minimum of seven members, a two-thirds majority (or five votes) is required for a motion to pass. A vote may be taken during Consortium Committee and Task Group meetings to ensure a consensus has been reached. In the event a consensus cannot be

reached, the items may be forwarded to the Consortium Committee or SNRPC Board for resolution.

J. Implementation

Upon completion, the RPSD will include a set of recommended initiatives to achieve the goals and obtain the desired outcomes identified through the process. The partner entities shall implement as many of these recommended initiatives as possible and practicable, and deemed appropriate by each entity, through inclusion in Comprehensive Plans, Consolidated Plans, or any other appropriate plans or documents.

K. Accountability Measures

Consortium partners contributing in-kind match, per defined and agreed upon roles and responsibilities detailed in the Task Matrix, shall submit reports on a regular basis indicating the amount of time spent on the project as well as the staff level of the subject individuals. The City of Henderson will, as lead agency, process and track these submittals and report the information to HUD accordingly. Should a partner entity be due reimbursement from grant funds, that reimbursement shall be processed through the City of Henderson and those partner entities shall be held to the same standards of reporting as the City of Henderson.

L. Joinability – Admission to Consortium Partnerhship

In the event any third entity wishes to join the Consortium Partners, a written request must be submitted to the SNRPC outlining the mutual benefit of their membership, their interested role and responsibilities within the adopted structure, and a proposed commitment of resources (financial and/or in-kind). An item will be placed on the next available SNRPC Board meeting to consider the request with a simple majority required for approval. The SNRPC would review the request on a case-by-case basis to ensure new partner entities would meet the intent of the project. If so approved, the new partner becomes an official member of the Consortium upon adoption of this agreement by their governing body.

It is also the intent of the SNRPC and its Consortium Committee, Task Groups, and Staff Work Group to actively recruit interested entities that will further champion the Regional Planning process. If an existing partner entity believes the addition would be mutually beneficial, a letter from the partner entity would be forwarded to the SNRPC to request extension of invitation to the prospective member.

M. Severability

Should a partner to this agreement choose to withdraw, it is agreed that a written notice be provided to the SNRPC detailing the reason for separation at least 30 days prior to the next available submittal cycle to allow for any necessary changes to the work plan and budget. Withdrawal from the Consortium, or electing to not adopt the RPSD, may place that partner's

"Preferred Status" in jeopardy if they cannot show that future projects proposed for funding are in alignment with this effort.

N. Consortium Agreement Addendums

Modifications or amendments to this Consortium Agreement must be approved in writing by all partner entities. An amendment to this agreement requiring approval from all partner entities would not be required for the adoption of new members to the Consortium Committee, Task Groups, or Staff Work Group. The new member, when executed, shall provide a supplemental document with roles and responsibilities, and it will be considered an original hereof.

O. Effective Date

The Consortium Agreement shall become effective at the time signatures have been received from all partner entities. This agreement shall remain in full effect during the three-year period of this process, unless a written notice from two-thirds of the consortium partner entities seek to terminate this agreement. Moreover, unless this agreement is agreed upon by all partner entities to be extended, and such an extension is granted by HUD, this agreement shall expire on February 1, 2015.

P. General Terms and Conditions

1. Governing Law. This Agreement shall be governed by the laws of the State of Nevada.

2. Liability. No party shall be liable in damages, attorney fees, costs or monetary claim of any kind to any other party as a result of any claim or action arising out of this Agreement.

3. Entire Agreement: This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral.

4. No Third Party Beneficiaries: This Agreement is entered into for the benefit of the public, not for the benefit of any private person, company, corporation, firm or other entity who is not a party to this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have set their hands effective the day and year first written herein.

APPROVED AS TO FORM:

DATED this _____ day of _____ 2012.

_____
ROBERT T. WARHOLA
Chief Deputy District Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Consortium Agreement of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program to be executed by their duly authorized representatives on the day and the year first above written.

SOUTHERN NEVADA REGIONAL PLANNING COALITION

BY: _____

Title:

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Consortium Agreement of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program to be executed by their duly authorized representatives on the day and the year first above written.

BOULDER CITY

BY: _____

Title:

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Consoritum Agreement of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program to be executed by their duly authorized representatives on the day and the year first above written.

CLARK COUNTY

BY: _____

Title:

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Consortium Agreement of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program to be executed by their duly authorized representatives on the day and the year first above written.

CITY OF LAS VEGAS

BY: _____

Title:

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Consortium Agreement of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program to be executed by their duly authorized representatives on the day and the year first above written.

CITY OF NORTH LAS VEGAS

BY: _____

Title:

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Consortium Agreement of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program to be executed by their duly authorized representatives on the day and the year first above written.

CITY OF HENDERSON

BY: _____

Title:

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Consortium Agreement of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program to be executed by their duly authorized representatives on the day and the year first above written.

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA

BY: _____

Title:

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Consortium Agreement of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program to be executed by their duly authorized representatives on the day and the year first above written.

CONSERVATION DISTRICT OF SOUTHERN NEVADA

BY: _____

Title:

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Consortium Agreement of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program to be executed by their duly authorized representatives on the day and the year first above written.

Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, Brookings Mountain West

BY: _____

Michael W. Bowers

Title: Executive Vice President and Provost

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Consortium Agreement of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program to be executed by their duly authorized representatives on the day and the year first above written.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

BY: _____

Title:

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Consortium Agreement of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program to be executed by their duly authorized representatives on the day and the year first above written.

SOUTHERN NEVADA WATER AUTHORITY

BY: _____
Patricia Mulroy
Title: General Manager

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Consortium Agreement of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program to be executed by their duly authorized representatives on the day and the year first above written.

SOUTHERN NEVADA HEALTH DISTRICT

BY: _____

Title:

Date: _____

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

August 16, 2012

Subject: Agreement	**Director's Backup**
Petitioner: Richard B. Holmes, Deputy General Manager, Engineering/Operations	

Recommendations:
That the Board of Directors approve an agreement between the Board of Regents, Nevada System of Higher Education on behalf of the Desert Research Institute, and the Authority to conduct cloud seeding operations in eastern Nevada for an amount not to exceed $724,000, and authorize the General Manager to extend the agreement for two additional one-year periods.

Fiscal Impact:
The $724,000 is available in the Authority's New Expansion Fund.

Background:
Since 1985, the Desert Research Institute (DRI) has performed cloud seeding operations to generate additional snow in Nevada with funding provided by the State of Nevada (State). Budget cuts resulting from the economic downturn required the State to cut funding for DRI's cloud seeding program in 2009. In October 2009, the Board of Directors approved an agreement with DRI to fund a portion of the cloud seeding program for three years in northeastern Nevada.

The Authority has groundwater rights, pending groundwater applications, ranching operations, and grazing permits in the Spring and Snake Valley areas. To more directly affect those areas, Authority staff requested DRI to evaluate snow enhancement opportunities in the Schell Creek range. Authority staff also requested a proposal from DRI to 1) continue the current cloud seeding program for one additional year (Water Year 2013); and 2) prepare for cloud seeding in the Schell Creek range in Water Years 2014 and 2015, which would directly enhance snowpack in the recharge areas of Spring and Snake Valleys.

Results from the previous three years of cloud seeding efforts, funded by the Authority, demonstrated an estimated increase in snow water was approximately 16,600 acre-feet annually. This is similar to other mountainous regions in the western United States that have seen increases in snowfall of 5 percent to 15 percent annually in the targeted basins.

If approved, this agreement would continue DRI's cloud seeding efforts for Water Year 2013 and establish cloud seeding sites and generators in the Schell Creek region. In addition, the Board is being asked to authorize the General Manager to extend the agreement for Water Years 2014 and 2015 to operate cloud seeding generators in the Schell Creek region for an amount not to exceed $314,000 and $316,000 respectively.

This action is authorized pursuant to Section 6 of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agreement.

Respectfully submitted:

P Mulroy

Patricia Mulroy, General Manager
PM:RBH:BCM:JJ:lmv:df
Attachment

AGENDA ITEM # 4

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into this _____ day of _____, 2012, by and between the BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION on behalf of the DESERT RESEARCH INSTITUTE, hereinafter called "CONSULTANT," and the SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada, hereinafter called the "AUTHORITY." The CONSULTANT and the AUTHORITY are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "AUTHORITY" also refers to staff of the AUTHORITY acting within their designated authority and duties.

WITNESSETH:

WHEREAS, the AUTHORITY desires to obtain professional services as more specifically described herein, and

WHEREAS, the CONSULTANT is properly qualified and desires to provide the professional services required by the AUTHORITY, and

WHEREAS, the AUTHORITY, in reliance on the CONSULTANT's representations and proposals, agrees to retain the CONSULTANT, and the CONSULTANT agrees to furnish professional services to the AUTHORITY, on the terms and conditions hereinafter set forth.

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

1. SCOPE OF SERVICES:

(a) The CONSULTANT shall provide any requested services, hereinafter referred to as "Services" or "Work," as described and within the time indicated in

Exhibit A and **Exhibit B**, which are attached herewith and made a part of this Agreement.

(b) All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to the AUTHORITY's directions respecting priorities. The CONSULTANT will furnish professional Services in the amount necessary to complete promptly and effectively the Work assigned under this Agreement. All of the Services shall be performed by the CONSULTANT or an approved subcontractor or subconsultant.

(c) In performing Services under this Agreement, the CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public authority or agency. The CONSULTANT shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Services to be performed hereunder.

(d) The CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the Services assigned under this Agreement. Such personnel shall not be employed by the United States, Clark County or any other political subdivision of the State of Nevada.

2. PERIOD OF PERFORMANCE:

This Agreement shall become effective as of the date it is fully executed by both Parties and, unless terminated in accordance with the terms of this Agreement, shall remain in effect until all Services authorized to be performed by the AUTHORITY are completed by the CONSULTANT or terminated in accordance with this Agreement. The initial term of this

Agreement covers Water Year 2013 (September 1, 2012 to August 31, 2013). The AUTHORITY, in its sole discretion, may extend this Agreement for an additional one year period corresponding to Water Year 2014 (September 1, 2013 to August 31, 2014). The AUTHORITY, in its sole discretion, may also extend this Agreement for a second additional one-year period corresponding to Water Year 2015 (September 1, 2014 to August 31, 2015). In the event the AUTHORITY wishes to extend this Agreement, the AUTHORITY shall give written notice to CONSULTANT no later than one month prior to the Agreement expiration date.

3. COMPENSATION:

(a) In consideration for completion of all duties and responsibilities under this Agreement, the AUTHORITY agrees to pay the CONSULTANT for Work completed to the AUTHORITY's satisfaction.

(b) The CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to the AUTHORITY in accordance with the Notice provisions of the Agreement and must reference the name and date of the Agreement. A copy of any invoice received from subcontractors or subconsultants used by the CONSULTANT shall be included.

(c) The AUTHORITY shall pay invoiced amounts from the CONSULTANT based on the fees set forth in **Exhibit B** within thirty (30) calendar days after the date the invoice is received and approved by the AUTHORITY.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement for Water Year 2013 shall not exceed seven hundred twenty four thousand dollars ($724,000), as shown in **Exhibit B**. In the

event this Agreement is extended for Water Year 2014, the total cost for Services provided under this Agreement shall not exceed one million thirty eight thousand dollars ($1,038,000). In the event this Agreement is extended for Water Year 2015, the total cost for Services provided under this Agreement shall not exceed one million three hundred fifty four thousand dollars ($1,354,000).

5. TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by CONSULTANT shall constitute a truth-in-negotiation certification by CONSULTANT that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the AUTHORITY determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the term of this Agreement.

6. INDEPENDENT CONSULTANT:

The relationship of the CONSULTANT to the AUTHORITY hereunder shall be that of an independent consultant and not an agent or employee. The CONSULTANT shall have complete control over its employees and the method of performing its Work under this Agreement. No permitted or required approval by the AUTHORITY of personnel, costs, documents or Services of the CONSULTANT shall be construed as making the AUTHORITY responsible for the manner in which the CONSULTANT performs its Services or for any acts, errors or omissions of the CONSULTANT. Such approvals are intended only to give the

AUTHORITY the right to satisfy itself with the quality of Work performed by the CONSULTANT.

7. JOINT VENTURE:

Nothing herein shall be construed to imply a joint venture or principal and agent relationship between the AUTHORITY and the CONSULTANT, and neither Party shall have any right, power or authority to create any obligation, expressed or implied, on behalf of the other.

8. INTERPRETATION:

The Parties agree that neither Party shall be deemed the drafter of this Agreement and, in the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either Party as drafter of this Agreement.

9. CONFLICT OF INTEREST:

During the course of performance of this Agreement, the CONSULTANT will not knowingly contract with any client whose interest is adverse to or would require the CONSULTANT to take a position contrary to that of the Las Vegas Valley Water District and/or the AUTHORITY. However, in the event that the CONSULTANT chooses to publicly advocate for such a position or interest, the CONSULTANT shall give the AUTHORITY reasonable advance notice before doing so. Upon receipt of such advance notice, the AUTHORITY may request that the CONSULTANT refrain from such activities; however, the CONSULTANT has complete discretion to determine what action, if any, to take upon receipt of such a request.

10. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

The CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has the CONSULTANT paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, the AUTHORITY shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages.

11. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

(a) No officer, employee or member of the governing body of the AUTHORITY shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) The CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of said Services, no person having any such interest shall be employed.

(c) No member of, delegate to or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

12. COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

(a) The CONSULTANT shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables prepared or compiled under its obligation under this Agreement and shall correct, at its expense, all errors or omissions therein which may be disclosed.

(b) The cost necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the AUTHORITY as a result of additional costs caused by such errors shall be chargeable to the CONSULTANT. The fact that the AUTHORITY has accepted or approved the CONSULTANT's Work shall in no way relieve the CONSULTANT of any of its responsibilities.

13. INDEMNIFICATION:

In accordance with the limitations of Nevada Revised Statutes 41.0305 to 41.039 the CONSULTANT shall indemnify, hold harmless, and defend without cost to the AUTHORITY, its Board of Directors and its officers, agents, and employees, against any and all losses, claims, costs, damages and liability for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of the CONSULTANT, its agents, or subconsultants, or of third parties, arising out of or resulting from CONSULTANT's Services performed under this Agreement, and includes, but is not limited to, any claims for harassment or discrimination or

any theory of joint or dual employment by the CONSULTANT's employees, agents, subcontractors or subconsultants, arising out of the Services under this Agreement, including the negligence, whether active, passive, or contributory, of the AUTHORITY, and its officers, employees or agents.

To the extent allowed under Nevada law, the AUTHORITY shall indemnify, hold harmless, and defend without cost to the CONSULTANT, its Board of Regents, and its officers, agents, and employees against any and all losses, claims, costs, damages and liability for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of the AUTHORITY, its agents, or subconsultants, or of third parties, arising out of or resulting from the performance of the Services under this Agreement, and includes but is not limited to any claims for harassment or discrimination or any theory of joint or dual employment, including the negligence, whether active, passive, or contributory, of the CONSULTANT, and its officers, employees or agents.

14. INSURANCE:

(a) General:

1. The Board of Regents Nevada System of Higher Education is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039.

(b) Workers' Compensation and Employers' Liability Insurance:

1. The CONSULTANT shall procure and maintain such insurance and see that its subcontractors/subconsultants purchase and maintain such insurance as is required under the Nevada Industrial Insurance Act, Nevada

Revised Statutes Chapters 616 and 617, for all of its employees working on the project to protect the AUTHORITY from any industrial insurance claims.

2. In the event any class of employees engaged in any Work on the project relative to this Agreement is not protected under the Nevada Industrial Insurance Act, then the CONSULTANT shall provide to the AUTHORITY adequate insurance coverage in a form and by an insurance carrier satisfactory to the AUTHORITY for the protection of such employees.

3. In the event the CONSULTANT is permissibly self-insured for Workers' Compensation insurance in the State of Nevada, the CONSULTANT shall deliver to the AUTHORITY a copy of the Certificate of Consent to Self-Insure issued by the State of Nevada.

15. TERMINATION:

The AUTHORITY's General Manager, his/her designee and/or the CONSULTANT may terminate this Agreement on thirty (30) days prior written notice. In the case of termination by the AUTHORITY, the AUTHORITY shall pay the CONSULTANT for all Work performed to the effective date of termination and the reasonable costs of transferring all documentation of all Work to the AUTHORITY.

16. REVIEWS:

(a) The CONSULTANT shall submit draft reports and other materials for review by the AUTHORITY prior to the submission of a final report or materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.

(b) The AUTHORITY will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within ten

(10) working days after receipt of the submission package, and the package will be returned to the CONSULTANT. Corrections and changes to the submission will be made by the CONSULTANT and resubmitted to the AUTHORITY for approval within ten (10) working days after receipt. The final approval will be submitted to the CONSULTANT within five (5) working days after receipt of the corrected document and any attachments. Alternate review schedules may be negotiated by mutual agreement of the Parties.

17. RELEASE OF INFORMATION:

The CONSULTANT shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by the AUTHORITY prior to release. Approval to publish academic reports or articles regarding the work and results of studies performed in connection with this Agreement shall not be unreasonably withheld. Such information shall include, but is not limited to, all products, ideas, data, reports, background materials, and any and all other materials belonging to the AUTHORITY. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences.

18. USE OF MATERIALS:

(a) All documents, computer information, reports, background materials, or other Work products created for or by the CONSULTANT under this Agreement shall be the joint property of the AUTHORITY and CONSULTANT (hereinafter referred to as "Work Product"). All copyrights to such Work Product except those developed outside

the Services performed by the CONSULTANT under this Agreement, shall be or become the joint property of the AUTHORITY and CONSULTANT. The AUTHORITY shall make available to the CONSULTANT such materials from its files as may be required by the CONSULTANT in connection with its performance of Services under this Agreement. Such materials shall remain the property of the AUTHORITY while in the CONSULTANT's possession.

(b) Upon termination of this Agreement, the CONSULTANT shall turn over to the AUTHORITY any property of the AUTHORITY in its possession and any calculations, notes, reports, or other materials prepared by the CONSULTANT in the course of performing this Agreement. Any proprietary software or other tools of the CONSULTANT used to execute the Work shall remain the property of the CONSULTANT.

(c) CONSULTANT shall provide to the AUTHORITY written notice of CONSULTANT's intent to publish any Work Product developed pursuant to this Agreement and shall provide a draft of such publication, including abstracts, to the AUTHORITY not less than 30 days before CONSULTANT intends to publish such Work Product. The AUTHORITY shall have 30 days after receipt of the draft publication to request in writing the removal of information deemed by the AUTHORITY to contain privileged or confidential material, or to request a delay in submission of the draft for publication. In either event, CONSULTANT shall have no obligation to delay publication of the draft for longer than six (6) months following delivery of CONSULTANT's notice to AUTHORITY of intent to publish. If CONSULTANT does not receive AUTHORITY's written response to the notice of intent

to publish within the 30 day period, then the AUTHORITY shall be deemed to have consented to such publication. Information supplied to CONSULTANT by the AUTHORITY and identified by the AUTHORITY as privileged, confidential, or proprietary shall not be included in any material published by CONSULTANT.

19. RECORDS:

The CONSULTANT shall retain financial and other records related to this Agreement for three (3) years, and shall make available to the AUTHORITY for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

20. ASSIGNMENT:

The CONSULTANT shall not assign or transfer its interest in this Agreement without the prior written consent of the AUTHORITY.

21. MODIFICATION OF AGREEMENT:

This Agreement may not be changed or modified except by written instrument executed by both Parties or their designees.

22. SEVERABILITY:

Any provisions or portions of this Agreement prohibited as unlawful or unenforceable under any application of law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding Agreement enforceable in accordance with its terms.

23. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

(a) The CONSULTANT shall not employ discriminatory practices in the provision of Services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin.

(b) No person in the United States shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(c) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin. The CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin. This non-discrimination provision shall include, but not be limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

(d) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified

applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin.

(e) The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers representatives of the CONSULTANT's commitment under this provision and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

24. EQUAL EMPLOYMENT OPPORTUNITY:

(a) The CONSULTANT and any subcontractor or subconsultant working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, the CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.

(b) The CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to the AUTHORITY upon the AUTHORITY's request. The CONSULTANT is solely liable for failure to comply with this provision.

25. APPLICABLE LAW:

Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions.

26. NO THIRD PARTY RIGHTS:

This Agreement is not intended by the Parties to create any right in or benefit to parties other than the AUTHORITY and the CONSULTANT. This Agreement does not create any third party beneficiary rights or causes of action.

27. WAIVER:

The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.

28. CAPTIONS:

The captions contained in this Agreement are for reference only and in no way to be construed as part of this Agreement.

29. COUNTERPARTS:

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

30. INTEGRATION:

This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and

statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.

31. NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind the CONSULTANT or AUTHORITY, either by personal delivery, via facsimile, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses and fax numbers:

To CONSULTANT:

Technical Contact:
Arlen W. Huggins, Project Manager
Desert Research Institute, Division of Atmospheric Sciences
2215 Raggio Parkway, Reno, Nevada 89512
Tel: 775-674-7140; email Arlen.Huggins@dri.edu
Fax: 775-674-7016

Administrative/Contractual Contact:
Lycia Ronchetti Business Manager
Desert Research Institute, Division of Atmospheric Sciences
2215 Raggio Parkway, Reno, Nevada 89512
Tel: 775-673-7411; email Lycia.Ronchetti@dri.edu
Fax: 775-674-7016

To AUTHORITY:

Jeff Johnson, SNWA Division Manager / Mail Stop 112
Southern Nevada Water Authority
P.O. Box 99956, Las Vegas, Nevada 89193-9956
Tel: 702-862-3748; email jeff.johnson@snwa.com
Fax: 702-875-7010

When notice is given by mail, it shall be deemed served three (3) business days following deposit, postage prepaid in the United States mail. When notice is given by facsimile or email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the facsimile or email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the address, email address or fax number identified above by notifying the other Party.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

DESERT RESEARCH INSTITUTE

By:_____
Jenny Frayer, Director
Sponsored Projects and Compliance

SOUTHERN NEVADA WATER AUTHORITY

By:_____
Patricia Mulroy
General Manager

Approved as to form:

By_____
Dana R. Walsh, Deputy Counsel

EXHIBIT A

SCOPE OF SERVICES

The goal of the work performed pursuant to this Agreement is to enhance snowfall from winter storms and to increase the snowpack of mountainous regions and intermountain rangeland areas of northern and eastern Nevada. Pursuant to the terms of this Agreement and the attached proposal dated July 2012 (Exhibit B), CONSULTANT will 1) conduct cloud seeding operations in the Ruby Mountain and Tuscarora regions for Water Year 2013 (September 2012 to August 2013), as shown in Figure 1 of Exhibit B; 2) conduct preparations for seven sites in the Schell Creek region; 3) refurbish 3 generators and fabricate 4 new generators, and 4) submit a report describing the results of the Water Year 2013 cloud seeding operations to the AUTHORITY. In the event this Agreement is extended pursuant to Paragraph 2, during Water Year(s) 2014 and/or 2015, CONSULTANT will conduct cloud seeding operations in the Schell Creek region at the seven new sites using the 3 refurbished and 4 fabricated generators, in the region depicted in Figure 3 of Exhibit B and submit a report to the AUTHORITY describing the results for each Water Year. Additionally, if the Agreement is extended to include Water Year 2015, CONSULTANT will submit a final report summarizing results of cloud seeding performed during Water Years 2013 through 2015 and including recommendations for possible future cloud seeding projects.

The project budget and timelines are shown in Exhibit B. However, in the event of a conflict between the terms of the Agreement and the project proposal described in Exhibit B, the terms of the Agreement control.

Desert Research Institute

EXHIBIT B

Cloud Seeding Projects for Areas of Eastern Nevada
FY2013-FY2015

A Proposal Submitted to

Mr. Richard Holmes
Deputy General Manager Engineering/Operations
Southern Nevada Water Authority

By
Desert Research Institute
Division of Atmospheric Sciences
2215 Raggio Parkway
Reno, NV 89512-1095

Final Version July 2012

Project Managers: Arlen Huggins and Dr. Mark Green
Phone: (775) 674-7140
Fax: (775) 674-7007
Business Contacts: Lycia Ronchetti and Maria Garretson
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1. Introduction and Background

Desert Research Institute (DRI) conducted a successful cloud seeding project for Southern Nevada Water Authority (SNWA) in the Ruby Mountains of northeastern Nevada for Water Years 2010, 2011 and most recently 2012. The goals of this project were to enhance snowfall from winter storms and to increase the snowpack of mountainous regions and intermountain rangeland areas of northeastern Nevada. The additional snowfall was expected to: 1) enhance soil moisture and benefit rangeland grazing potential; and 2) increase the spring snow melt and subsequent runoff into the streams and reservoirs of the targeted basins; and provide additional water to replenish groundwater supply. Estimates of snow water increases attributed to cloud seeding activity in the Ruby Mountains ranged from 15,000 to 21,000 acre-feet (Huggins, 2010, 2011 and 2012). Based on the annual expenditures for the project the cost of the augmented snow water ranged from about $12 to $15 per acre-foot.

Based on the success of the project in northeastern Nevada SNWA requested a cloud seeding feasibility study be conducted for several mountain ranges in eastern Nevada where cloud seeding would have a more direct benefit to water supplies in the mountains and rangeland in eastern Nevada, including a portion of the Colorado River Basin. The initial phases of the feasibility study (Huggins et al., 2011, 2012) indicated that: 1) winter storm conditions in the potential eastern Nevada target areas were similar to those in the Ruby Mountain and offered amply opportunities for cloud seeding; 2) the potential eastern Nevada target areas captured significant snowfall and increases in snow water from cloud seeding could lead to significant increases in stream runoff; 3) at least two of the potential mountainous targets were of sufficient area, height and crosswind dimension to permit a ground-based cloud seeding project similar to that conducted in the Ruby Mountains.

Discussions between DRI and SNWA management staff led to a plan for a new 3-year project. The plan consists of three main components; a one-year continuation of the Ruby Mountain project for WY2013, preparations for a new project in the Schell Creek Range of eastern Nevada (including fabrication of new seeding generators) in 2012-13, and cloud seeding operations in the Schell Creek Range during WY2014 and WY2015. The remainder of this proposal describes the scope of work and budgets for each of the specific project components.

2. Final Year of the Northeast Nevada Project

The final year (FY2013) of the cloud seeding project for the Ruby Mountains will entail operations that will be nearly identical to those used during the past two seasons. A network of seven ground-based cloud seeding generators (CSGs) will be used to seed clouds during the period from about mid-November 2012 through April 2013. The project target area and equipment locations are shown in Fig. 1.

The CSGs burn a solution containing silver iodide (AgI) dissolved in acetone. The burning

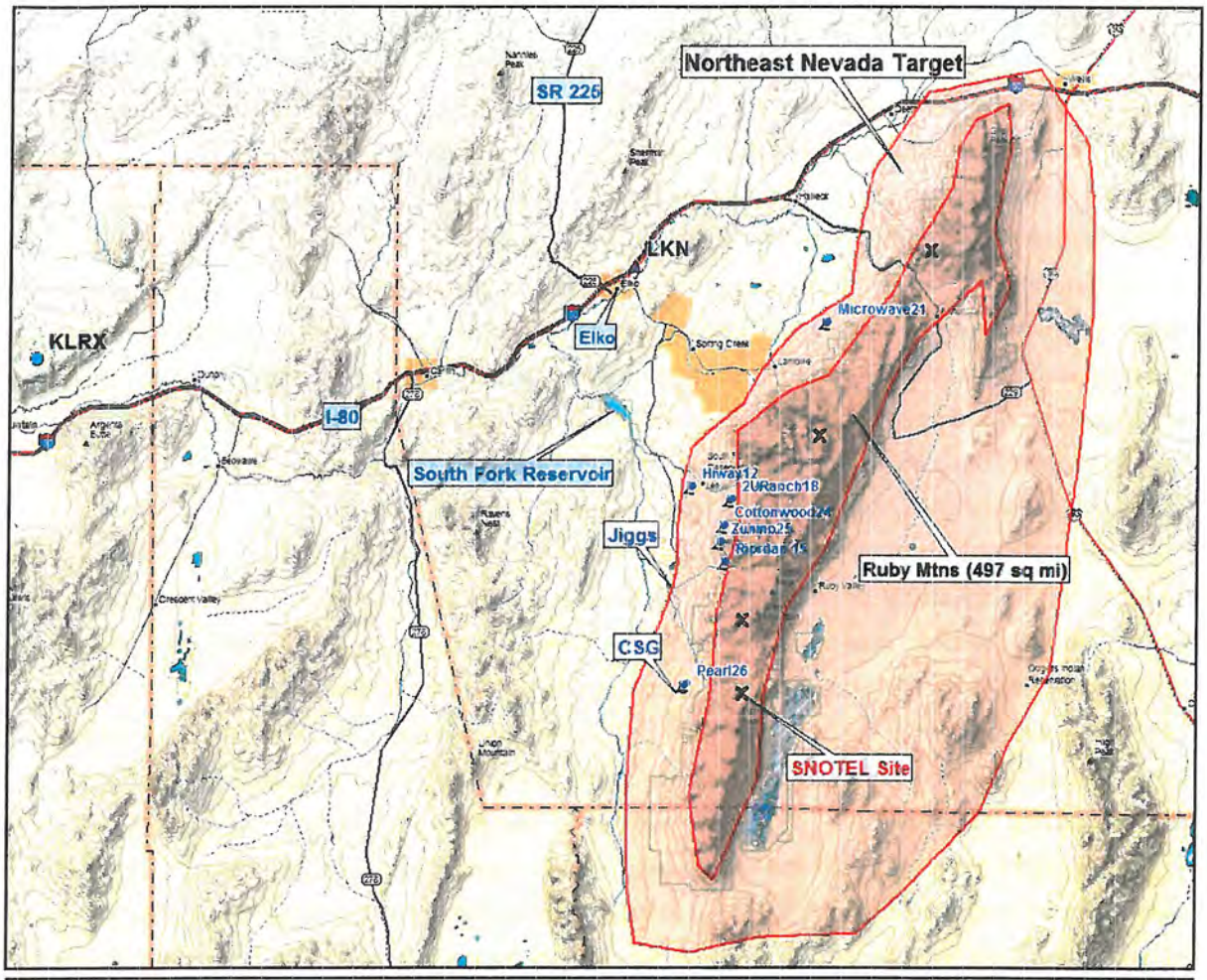

Figure 1. Map showing a portion of northeastern Nevada with the cloud seeding target area outlined in red; the inner shaded area represents the highest terrain of the Ruby Mountains (≥ 7,500 ft) and the outer area shows the overall target where the effects cloud seeding could be observed. CSG sites are shown by blue pins. NRCS SNOTEL sites are shown by red Xs. The Elko NWS radar site is shown by the cyan circle labeled KLRX, and the Elko NWS upper air sounding site is shown by the purple triangle labeled LKN.

process produces a "smoke" of microscopic AgI particles (about 0.0001 mm is size) that is transported downwind and dispersed into clouds over the mountains. Vertical dispersion up to at least 2000 feet above the surface is produced by the turbulence created by wind moving over the uneven terrain. In the presence of cloud droplets existing at temperatures below -5° C the silver iodide particles act as ice-forming nuclei and enhance the ice particle concentration in the natural clouds. Once initiated by silver iodide the ice particles grow in size and mass as they move downwind, and then begin falling to the surface when they have sufficient mass to overcome the upward motion in the clouds. In a time period of 20 to 30 minutes snow within the seeding plume can reach the surface in and around the Ruby Mountains (shaded regions in

Fig. 1). This "chain-of-events" in the cloud seeding process has been verified by numerous detailed experiments conducted in the Sierra Nevada and other mountainous regions of the western U.S. The project seeding criteria ensure that the proper cloud cover, cloud depth and temperature, and wind direction and speed are present to optimize cloud seeding effectiveness.

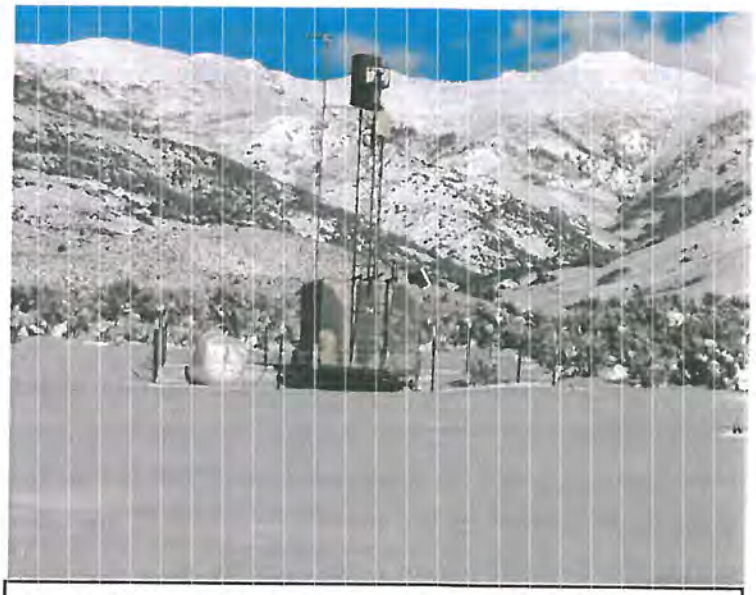

Figure 2. Photo showing one of the seven DRI cloud seeding generators used in the Ruby Mountains in WY2012. The box enclosure houses the seeding solution tanks and other hardware. Seeding solution is burned in a propane flame inside the open drum enclosure at the top of the tower. The radio communications antenna is mounted on the mast to the left of the burner assembly.

Phase 1 of the project covers all pre-season preparations of the seeding network. A typical Ruby Mountain seeding site is shown in Fig. 2. Since all generators will remain in place through the summer of 2012, preparations will include refilling the seeding solution tanks, refilling propane tanks, and testing all generator components and communications links in the fall of 2012. Six CSGs in the Ruby Mountain network are controlled by a radio base station using a digital wireless communication link that is still in place on Elko Mountain a few miles east of the town of Elko. One CSG (Microwave in Fig. 1) is controlled by its own wireless phone link. CSGs will be filled with about 100 gallons of solution, which allows for about 250 hours of seeding per unit.

The meteorological forecast and observation products needed to conduct the project are available either through the DRI Western Regional Climate Center or through public web-based weather data links. A specific cloud seeding weather web page has been set up to access all the needed data and weather images at: http://cloudseeding.dri.edu/Weather/. Seeding operations in the Ruby Mountains will be updated at: http://cloudseeding.dri.edu/Operations/. All operational guidelines, safety restrictions and suspension criteria for the project have previously been developed and can also be found on the DRI cloud seeding web site at: http://cloudseeding.dri.edu/. The guidelines specify the cloud, wind and temperature conditions in which a seeding event can be initiated, including hazardous weather conditions (for example potential flooding situations) in which no seeding can be done.

Phase 2 of the project will involve the actual cloud seeding operations, beginning on about 15 November. At this time one of the project meteorologists will begin monitoring the

weather and making forecasts for seeding events to be expected within three to five days. The DRI technical staff will make at least weekly checks of each seeding generator by logging into the generator computer, briefly activating the unit and monitoring key operating parameters such as flame temperature and solution flow. As a storm begins to approach the northeast Nevada target area cloud conditions will be monitored more frequently to determine when seeding criteria are satisfied. When the meteorologist determines that conditions are suitable he will remotely activate one or more generators and notify other project staff members that seeding has been initiated.

The CSG communications links are internet-based and a generator can be started from any computer with internet access. Seeding commences when all pre-established seeding criteria are met, and continues until conditions in the storm fail to meet the criteria. During the prior three seasons of the project between 22 and 35 seeding events have been conducted during the 5-month Phase 2 period. The actual number of operations is influenced by storm frequency, storm type and seeding suspension guidelines.

Phase 3 of the project will begin when seeding operations have concluded for the season; typically about the first of May. Work in Phase 3 includes the documentation of weather events to verify that seeding occurred during optimal time periods. Each period will be evaluated and a seedability factor will be applied to quantify the fraction of time when seeding was potentially effective. Estimates of snow water enhancement will be made and adjusted by the seedability factor. A report on project operations, including the estimated amount of snow water augmentation, will be completed by 15 June 2013. The future of the Ruby Mountain seeding project is uncertain. If new funding is obtained for the project then the CSG network will remain in place. If the project ends then the CSGs will most likely be transported back to DRI in Reno during the late spring or early summer of 2013.

The budget for the WY2013 Ruby Mountain Project appears in Table 1 and Appendix A.

1. Preparations for a Cloud Seeding Project in the Schell Creek Range

The feasibility study for a new cloud seeding project in eastern Nevada (Huggins et al., 2012) included a plan for a prototype project in one of the mountain ranges considered. Of the five ranges studied the Schell Creek Range seemed to offer the best potential based on its snow catchment area and annual snowfall, its crosswind dimension, its extensive area of high terrain, and the apparent accessibility to locations that would be suitable for ground-based seeding sites. The dispersion of seeding material was tested (using a dispersion model) for numerous ground sites on the windward slope of the range under a variety of storm conditions and several sites were found to be "potentially" suitable. However additional onsite surveys will be needed to verify accessibility, land ownership and whether wireless or radio communication can be established to each site.

The final tasks in the feasibility study, scheduled to be finished at the end of July 2012, include notification to the Nevada Department of Conservation and Natural Resources of the planned expansion to a new area, and notification to White Pine County of the intention to begin cloud seeding by WY2014. Given a favorable outcome to the presentation of the plan, the site survey work could begin as early as July 2012 under the current feasibility study, with the main preparatory work being done under a new SNWA-DRI agreement.

Preparations for the new project will be comprised of two main work components; 1) establish seven seeding sites and one high altitude weather station site for the Schell Creek

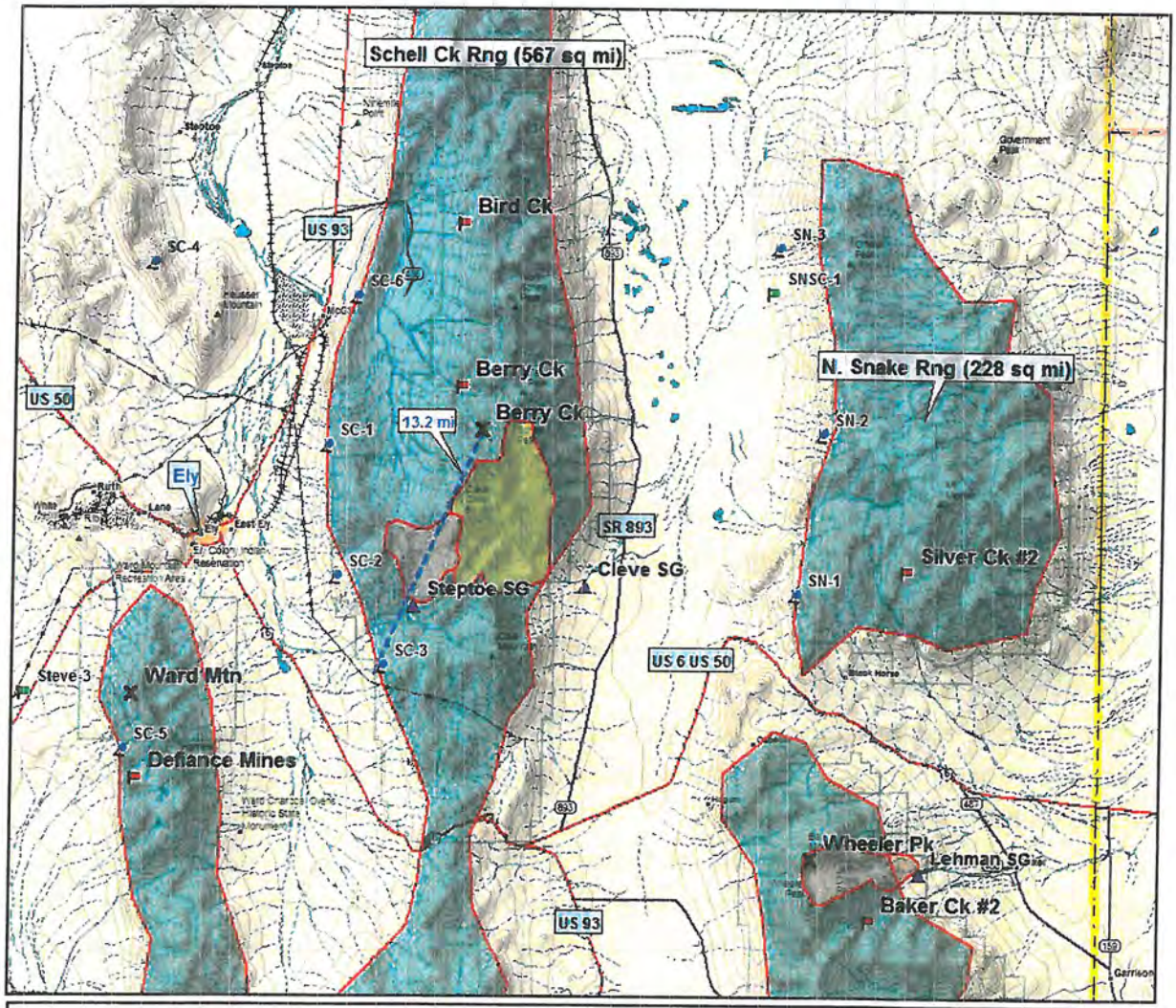

Figure 3. Map showing several of the mountainous areas (blue shading) considered in the DRI cloud seeding feasibility study for eastern Nevada. The prototype project is planned for the northern portion of the Schell Creek Range in the center of the map. Possible seeding sites tested with a plume dispersion model are indicated by blue pins and green flags. SNOTEL or snow course sites are shown by red Xs. Red and yellow shaded areas represent specific creek drainages and purple triangles show stream gauge locations.

Range, and 2) prepare seven generators for use at the sites. The proposed Schell Creek project area is shown in Fig. 3. The blue pins to the west of the range represent sites that were tested with a plume dispersion model. All sites shown except SC-4 had good plume dispersion characteristics in southwesterly or northwesterly flow. These sites will be the first to be visited during the onsite surveys.

A. Site selection, CSG refurbishment and equipment installation

The site selection task in FY2013 will require two to three site survey trips to find seven suitable locations for generators. Each site must satisfy several criteria; the most important ones are:

a. A location part way up the windward slope of the Shell Creek Range or a site on a range to the west of the Schell Creek Range (as with SC-4 and SC-5);
b. A relatively unprotected site that will have good wind flow during storms;
c. Summer road access of sufficient quality to tow a generator into position;
d. Sufficient open space to position the generator and a propane tank (~30x30 ft area);
e. Good line of site to a cellular phone tower (i.e., good wireless signal strength), or good line of site a radio base site, or a site having a phone land line connection;
f. Permission by the land owner to use the site (preference priority by owner would be SNWA, private owner, BLM or state, and USFS).

Regarding land owner preference, in the Ruby Mountain network all sites were on private land and this worked out very well, since the ranch owners realized they were the main beneficiaries of the water produced by project. It would be very convenient to use SNWA parcels, but most SNWA land in the Schell Creek Range is too close to the high elevation target to allow adequate time for seeded ice crystals to grow and fallout. However, it might be possible to position the high altitude weather station on an SNWA parcel. Both BLM and the USFS would require special use permits, or right of way permits to site generators, and the process is generally slower with USFS than BLM.

For each potentially useable site that is found during the field surveys another set of plume dispersion model runs will be made as a final check on its suitability. A modeler has been added to the project staff for this part of the preparatory work and the model will be run at a higher terrain resolution than was used in the feasibility study.

Regarding communications, the preference would be to find one or two good locations for a radio base station that could communicate with multiple generators. The Elko network uses one radio base on Elko Mountain to control six generators. In the Tahoe network two radio bases control five generators. In both of these areas the communication with the radio base is by a wireless modem. A new radio system in the Walker Basin of eastern California uses an

Internet Service Provider for an internet connection to the base which then connects to seeding generators by radio. This last system is potentially the most reliable and the fastest. The initial survey trips will be used to determine what communication system will work best for the Schell Creek Project.

Another part of the preparation work will involve the refurbishment of three CSGs that currently are stored at the DRI cloud seeding maintenance facility in Stead, Nevada. The three units require substantially different amounts of work and parts to bring them back to operational status. The work on these units will begin as soon as a new contract agreement is signed, and will continue through the fall of 2013 when all units are expected to be operational. The preparation task budget in Table 1 and Appendix B reflects the time and materials needed to complete the CSG refurbishment work.

Once sites have been found for all seven generators, the generators will begin to be transported from Reno into the new project area. Propane tanks will be ordered and installed for each site, and the communications equipment will begin to be installed. Enough seeding chemicals to supply each generator with 20 gal of solution, and nitrogen for pressurizing the solution tank will also be purchased during the preparation work phase. The installations, including the high altitude weather station with an icing sensor, are expected to be completed by the fall of 2013, in time for the start of the initial operational seeding season in the Schell Creek Range during WY2014.

B. Fabrication of four new CSGs

Since there is a possibility that the Ruby Mountain project will acquire funding from another agency to continue operations after WY2013, the plan for the prototype Schell Creek project includes the refurbishment and fabrication of seven CSGs to complete the new network. Of the seven CSGs four will be fabricated from scratch. As soon as a new agreement is signed the parts and materials for the four CSGs will be ordered. A complete CSG parts list is included in the fabrication budget page found in Appendix C.

Figure 4 shows a DRI cloud seeding generator during various stages of the fabrication process. All work except for sandblasting and the application of a waterproof coating to the interior of the unit is done at the DRI cloud seeding maintenance facility. Since the enclosure is essentially a trailer the unit can be transported using a heavy duty 4WD truck, and installed at any location with access by road (seasonal ungraded roads are generally sufficient). Once onsite four leveling jacks at the corners of the enclosure are used to support the unit, and it is securely guyed down with cables and metal stakes. No permanent footings or base supports are used, so the disturbance to the ground around the unit is minimal and can easily be restored to its original condition once the generator is removed.

As with the generator refurbishing work, the fabrications will begin as soon as the parts

become available and will continue throughout the first year of preparation work. All units are expected to be ready for installation by the fall of 2013. Installations will begin as sites become available. The FY2013 budget for fabricating the four generators is shown in Table 1 and Appendix C.

2. Schell Creek Project Cloud Seeding Operations in WY2014 and WY2015

Preparations for the new Schell Creek Project were described in Section 2 and are expected to be completed by the summer or early fall of 2013. Preparations included the installation all seven propane tanks, and the acquisition of adequate amounts of seeding supplies to test all generators once they are installed. All CSGs will be taken into the field with their primary seeding solution tanks filled to about 25% capacity. During the first season of operations (FY2014), the remaining expendable supplies will need to be purchased; ~60 gallons of seeding solution per CSG or 420 gallons total.

The seeding operations plan will follow the same three phases of work described for the FY2013 Ruby Mountain Project, and the details will not be repeated here. However, the timeline of work and a brief description of each work phase are as follows:

- Phase 1 starts 1 September 2013 and ends 15 November 2013. Supplementary solution is supplied to each CSG. Final operational tests are made on each CSG are made and the communications systems are verified to be working correctly.
- Phase 2 starts 15 November 2013 and ends 30 April 2014. Forecasts for seeding operations are made on a daily basis. Seeding operations are conducted when project seeding criteria are verified in real time. Seeding generator maintenance is performed as needed.
- Phase 3 starts 1 May 2014 and ends 31 August 2014. Weather data are analyzed to evaluate conditions under which all seeding operations were conducted. Estimates of snow water enhancement and augmented water costs are made. The annual report is prepared and submitted to SNWA by 15 June 2014. Final CSG maintenance is performed.

The same work cycle for the Schell Creek Project is repeated for FY2015. One significant difference with FY2014 is that a new batch of seeding expendable supplies will need to be ordered in Phase 1 and all CSGs and propane tanks will need to be refilled prior to the start of Phase 2. The budgets for Schell Creek operations in FY2014 and FY2015 are shown in Table 1 and Appendix D.

Figure 4. Photos of a DRI cloud seeding generator in various stages of the fabrication process. Lower right image shows the finished product.

4. Project Budget Discussion

Table 1. Cost estimates for a 3-Year SNWA Cloud Seeding Project (dollar amounts rounded up to nearest $1000)

Contract Year (1 Sept - 31 Aug)	Location	Work Element	Budget	Annual Budget Total
2012-2013	Ruby Mountains	Continued Operations	$252,000	
	Schell Creek Range	a) Fabricate 4 generators	$233,000	
		b) Site 7 generators	$239,000	$724,000
2013-2014	Schell Creek Range	Operate 7 generators	$314,000	$314,000
2014-2015	Schell Creek Range	Operate 7 generators	$316,000	$316,000
			3-year Budget Total	$1,354,000

The detailed budgets for each part of the three year project (FY2013-FY2015) appear in Appendices A - D. Table 1 contains budgets for the 3-year project summarized by year and work element. Appendix A shows the budget for conducting seeding operations in northeast Nevada (Ruby Mountains) during the winter of 2012-13. The budget reflects somewhat less maintenance time than in prior years because all CSGs will remain in the field during the summer and fall of 2012. Some propane and seeding expendables remained at each site so fewer supplies will be needed to restock the CSGs for the upcoming winter. The total budget of $252,000 is shown as the first work element for 2012-13.

Appendix B shows the detailed budget that will be required to do the preparation work for initiating a new cloud seeding project in the Schell Creek Range during the period from 1 September 2012 through 31 August 2013. The budget of $239,000 is shown in Table 1 as work element b) for the Schell Creek Project in 2012-13. The budget total differs from the original estimate of about $200,000 because the cost of refurbishing three generators was not known at the time of the original estimate and the cost of parts was found to be considerably higher than anticipated.

Appendix C shows the budget for fabricating four new generators for the Schell Creek Project. The total budget of $233,000, shown as work element a) for the Schell Creek Project in 2012-13, is somewhat less than what was originally estimated ($241,200). The total 2012-13 budget for all work elements comes to $724,000.

Finally, Appendix D shows the budgets that will be needed to conduct the cloud seeding project in the Schell Creek Range in FY2014 and FY2015. The budgets for the two years are quite similar, with the slight increase in FY2015 being due to anticipated salary increases. Table 1 shows the total 3-year budget for all work elements to be $1,354,000.

REFERENCES

Huggins, A. W., 2010: A cloud seeding project for northeastern Nevada for WY2010: Project Summary. Submitted to Southern Nevada Water Authority, June 2010, 25 pp.

Huggins, A. W., 2011: A cloud seeding project for northeastern Nevada for WY2011: Project Summary. Submitted to Southern Nevada Water Authority, June 2011, 21 pp.

Huggins, A. W., S. K. Chai and M. Xiao, 2011: Feasibility study for an eastern Nevada cloud seeding project: Report on Tasks A – D. Submitted to Southern Nevada Water Authority, October 2011, 44 pp.

Huggins, A. W., 2012: Project summary for the WY2012 cloud seeding project for northeastern Nevada. Submitted to Southern Nevada Water Authority, May 2012, 27 pp.

Huggins, A. W., M. Green, S. K. Chai and M. Xiao, 2012: Feasibility study for an eastern Nevada cloud seeding project: Report on Tasks E and F. Submitted to Southern Nevada Water Authority, April 2012, 32 pp.

APPENDICES: Detailed Budgets for FY2013 – FY2015

Appendix A. Northeast Nevada (Ruby Mountains) Cloud Seeding Project for WY2013

Title: Cloud seeding project for Northeast Nevada (WY2013)
Sponsor: Southern Nevada Water Authority (SNWA)
Period: 9/1/12 - 8/31/13

Detailed Budget	Seeding Operations (7 generators)		
	Rate	Units	Amount
Salaries:			
Huggins, A.	$11,150	0.25	$2,788
Green, M.	$11,936	1.50	$17,905
Mitchell, D.	$9,484	0.50	$4,742
Swafford, T.	$6,663	2.25	$14,992
Dean, J.	$5,150	2.25	$11,588
Orr, J	$3,267	2.25	$7,350
Jiang, J.	$4,319	0.25	$1,080
Total Salaries			$60,445
Fringe Benefits:			
Professional	44.8%		$10,146
Technologist	57.0%		$19,340
Hourly	4.4%		$123
Post-doc	35.8%		$387
Total Fringe Benefits			$29,996
Total Labor			$90,441
Travel:			
Per diem (2 people x 5 trips)	$109	10	$1,090
DRI 4x4 truck @ $80/day	$80	30	$2,400
Total Travel			$3,490
Other Direct Costs:			
Generator expendables	$7,800	5	$39,000
Propane tank install	$200	0	$0
Propane refills	$1,600	5	$8,000
Wireless communications	$35	42	$1,470
Comm equipment	$2,000	0	$0
Generator parts	$250	5	$1,250
Snowmobile expenses	$250	2	$500
Shop equipment expenses	$500	6.5	$3,250
General Supplies			$750
Copying and Communications			$904
Total Other Direct Costs			$55,124
Total Direct Costs			$149,055
Indirect Costs:	69%		$102,848
TOTAL PROJECT COSTS			$251,903

Appendix B. Schell Creek Project Preparation Budget for FY2013

Title: Cloud seeding project for Schell Creek Range (FY2013-FY2015)
Sponsor: Southern Nevada Water Authority (SNWA)
Period: 9/1/2012 - 8/31/2013

Detailed Budget for FY13	Preparation Work		
Generator siting and installation	Rate	Months	Amount
Salaries:			
Green, M.	$11,936	1.00	$11,936
Mitchell, D.	$9,484	0.50	$4,742
Jiang, J.	$4,319	2.75	$11,876
Huggins, A.	$11,150	0.25	$2,788
Swafford, T.	$6,663	2.00	$13,327
Dean, J.	$5,150	1.50	$7,725
Orr, J.	$3,267	1.50	$4,900
Total Salaries			$57,294
Fringe Benefits:			
Professional	44.8%		$8,721
Technologist	57.0%		$14,793
Hourly	4.4%		$0
Postdoc	35.8%		$4,252
Total Fringe Benefits			$27,766
Total Labor			$85,060
Travel:		Days	
Per diem (siting: 2 people-10 days)	$109	20	$2,180
Per diem (installs: 3 people_25 days)	$109	75	$8,175
DRI 4x4 truck @ $80/day	$80	45	$3,600
Total Travel			$13,955
Other Direct Costs:		Gens	
Generator expendables (20 gal)	$1,560	7	$10,920
Propane tank install	$200	7	$1,400
Propane refills	$1,500	0	$0
Wireless communications	$35	0	$0
Comm equipment	$2,000	0	$0
Generator parts (see table below)			$17,500
Snowmobile expenses	$250	0	$0
Shop equipment expenses	$500	0	$0
Site leases	$500	7	$3,500
General Supplies			$750
Copying and Communications			$851
Equipment			
Weather station with icing sensor	$11,997	1	$11,997
Total Other Direct Costs			$46,918
Total Direct Costs			$145,933
MTDC			$133,936
Indirect Costs:	69%		$92,416
TOTAL PROJECT COSTS			$238,349

Generator parts for 3 refurbished units	Unit Cost	Number	Amount
CR1000 CSI Data Logger	1,500	2	$3,000
Relay Drivers	600	2	$1,200
RF450 Radio	600	4	$2,400
Stainless solution drum	1,200	2	$2,400
Swagelok fittings	4,000	1	$4,000
Rheotherm flow meter	4,500	1	$4,500
Parts Total			$17,500

Mountain top stand alone Weather Station

Sensors and Mounts				
HMP-45C-L at/rh	15' cable	1	$570	$570
NRG heated Wnd Spd, Dir, Xfmr, cables		1	$1,360	$1,360
CSI 0871LH1 Icing Sensor with mount		1	$5,350	$5,350
41003-5 rad shield HMP45				
Mounting crossarms, brackets, etc.		1	$190	$190
Power				
Battery		1	$100	$100
CH100 charger/reg		1	$215	$215
Enclosure				
15873 Enclosure 16/18-DC 2 conduit		1	$290	$290
Tower				
R-45G 10' tower section		3	$265	$795
R-45SG3 tower top section		0	$350	$0
R-BPC45G base plate		1	$130	$130
R-GA45GD guy bracket		1	$168	$168
Installation hardware		1	$300	$300
(guy cabling, cable ends, turnbuckles, anchors, shackles & etc.)				
Communications and Datalogger				
Raven100 - Verizon CDMA		1	$700	$700
14454 Yag 9dBd		1	$180	$180
COAX cdma antenna cable	25'	1	$75	$75
19333 Type N bulkhead cable		1	$74	$74
CR1000 datalogger		1	$1,500	$1,500
	Totals			$11,997

Note that budget items appearing in more than one place are coded with similar colors.

Appendix C. Schell Creek Project Seeding Generator Fabrication Budget for FY2013

Title: Fabrication of Four Remotely Controlled Cloud Seeding Generators
Sponsor: SNWA
Period: 9/1/2012 - 8/31/2013

Generator Fabrication FY2013		Rate	Units	Amount
Salaries and Wages				
	Green, M.	$11,936	0.25	$2,984
	Swafford, T.	$6,346	1.00	$6,346
	Orr, J.	$3,111	3.25	$10,111
	Dean, J	$4,905	3.25	$15,941
Total Salaries and Wages				$35,382
Fringe Benefits				
	Professional	44.6%		$1,337
	Technologist	57.0%		$18,467
Total Fringe				$19,804
Total Labor				$55,186
Equipment (see table)				
	Generator-Wx Sta parts	$ 26,615	4	$106,460
	Generator Enclosure	$ 7,890	4	$31,560
Total Equipment				$138,020
Travel (1 person x 1 trips)				
(no travel expected)	R/T Airfare	$486	0	$0
	Per Diem (site selection)	$118	0	$0
	Rental Car	$70	0	$0
Total Travel				$0
Other Direct Costs				
	Supplies			$0
	Copying/Communications			$552
Total Other Direct Costs				$552
Total Direct Cost				$193,758
Modified Total Direct Cost				$55,738
Indirect Cost		69%		$38,459
TOTAL COST				$232,217

Seeding Generator Parts Costs (including trailer and enclosure)

Item	Units/Hours	Cost
Plumbing and Electrical		
Fittings, valves and hoses	1	$ 7,000.00
Campbell Control/Communications System		
CR1000 Datalogger	1	$ 1,500.00
Cellular Modem (Verizon Raven 100)	1	$ 700.00
Voltage Divider	1	$ 45.00
Relay Driver	1	$ 525.00
Cellular Yagi Antenna and cables	1	$ 350.00
Control Box Enclosure	1	$ 400.00
Batteries @ $258 each	2	$ 516.00
Solar panel/Regulator/Bracket	1	$ 450.00
Tower w/Base Plate	1	$ 500.00
Burner Box (w/o mounting plate)	1	$ 450.00
Agl Solution Tank	1	$ 5,000.00
Nitrogen Regulator	1	$ 119.00
Rheotherm flow sensor	1	$ 2,820.00
Latching Valves @ $210 each	2	$ 420.00
Nozzle	1	$ 350.00
Ignition System	1	$ 250.00
Propane regulator/hoses	1	$ 360.00
Weather Station (details below)	1	$ 1,360.00
Sandblasting (subcontract)	1	$ 1,500.00
Painting (subcontract)	1	$ 1,300.00
Diamond Coating (subcontract)	1	$ 700.00
Subtotal Parts/Subcontracts		$ 26,615.00
Generator Trailer and Enclosure Parts (details below)	1	$ 7,890.00
Total All Parts		$ 34,505.00

Seeding Generator Trailer and Enclosure

Item	Units	Cost
Linear Steel Parts	1	$ 2,400.00
Plate Steel Parts	1	$ 4,000.00
Trailer Axle, tires and rims	1	$ 700.00
Hinges, latches, nuts, bolts	1	$ 790.00
Subtotal Enclosure Parts		$ 7,890.00
Weather Station		
HMP 45C T/RH sensor	1	$ 570.00
10-plate solar shield	1	$ 190.00
RM Young Wind Monitor	1	$ 600.00
Subtotal Weather Station Parts		$ 1,360.00

Note that budget items appearing in more than one place are coded with similar colors.

Appendix D. Schell Creek Project Cloud Seeding Operations Budgets for WY2014 and WY2015

Title: Cloud seeding project for Schell Creek Range (FY2013-FY2015)
Sponsor: Southern Nevada Water Authority (SNWA)
Period: 9/1/2013 - 8/31/2014

Detailed Budget for FY14	Seeding Operations		
1-year Operations Costs	Rate	Months	Amount
Salaries:			
Huggins, A. (hours)	$67	40.00	$2,680
Green, M.	$12,533	1.50	$18,800
Mitchell, D.	$9,958	0.75	$7,468
Swafford, T.	$6,996	2.50	$17,491
Dean, J.	$5,408	2.50	$13,519
Orr, J	$3,430	2.50	$8,575
Jiang, J.	$4,535	1.50	$6,802
Total Salaries			$75,335
Fringe Benefits:			
Professional	44.8%		$11,768
Technologist	57.0%		$22,563
Hourly	4.4%		$118
Postdoc	35.8%		$2,435
Total Fringe Benefits			$36,884
Total Labor			$112,219
Travel:		Days	
Per diem (maint: 2 people_14 days)	$109	28	$3,052
Per diem (installs: 3 people_25 days)	$109	-	$0
DRI 4x4 truck @ $80/day	$80.00	60	$4,800
Total Travel			$7,852
Other Direct Costs:		Units	
Generator expendables (80 gal)	$6,240	7	$43,680
Propane tank install	$200	0	$0
Propane refills	$1,600	7	$11,200
Wireless communications	$35	84	$2,940
Comm equipment	$2,000	1	$2,000
Generator parts	$250	7	$0
Snowmobile expenses	$250	2	$500
Shop equipment expenses	$500	7	$3,500
General Supplies			$750
Copying and Communications			$1,122
Total Other Direct Costs			$65,692
Total Direct Costs			$185,763
Indirect Costs:	69%		$128,176
TOTAL PROJECT COSTS			$313,939

Title: Cloud seeding project for Schell Creek Range (FY2013-FY2015)
Sponsor: Southern Nevada Water Authority (SNWA)
Period: 9/1/2014 - 8/31/2015

Detailed Budget for FY15	Seeding Operations		
1-year Operations Costs	Rate	Months	Amount
Salaries:			
Huggins, A. (hours)	$67	-	$0
Green, M.	$13,160	1.50	$19,740
Mitchell, D.	$10,456	0.75	$7,842
Swafford, T.	$7,346	2.50	$18,366
Dean, J.	$5,678	2.50	$14,195
Orr, J	$3,601	2.50	$9,003
Jiang, J.	$4,988	1.50	$7,482
Total Salaries			$76,628
Fringe Benefits:			
Professional	44.8%		$15,709
Technologist	57.0%		$23,691
Hourly	4.4%		
Postdoc	35.8%		
Total Fringe Benefits			$39,400
Total Labor			$116,028
Travel:		Days	
Per diem (maint: 2 people_14 days)	$109	28	$3,052
Per diem (installs: 3 people_25 days)	$109	-	$0
DRI 4x4 truck @ $80/day	$80.00	60	$4,800
Total Travel			$7,852
Other Direct Costs:		Units	
Generator expendables (80 gal)	$6,240	7	$43,680
Propane tank install	$200	0	$0
Propane refills	$1,200	7	$8,400
Wireless communications	$35	84	$2,940
Comm equipment	$2,000	1	$2,000
Generator parts	$250	7	$0
Snowmobile expenses	$250	2	$500
Shop equipment expenses	$500	7	$3,500
General Supplies			$750
Copying and Communications			$1,160
Total Other Direct Costs			$62,930
Total Direct Costs			$186,810
Indirect Costs:	69%		$128,899
TOTAL PROJECT COSTS			$315,709

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

August 16, 2012

Subject: PUC Intervention	**Director's Backup**
Petitioner: Gregory J. Walch, General Counsel	
Recommendations: That the Board of Directors ratify General Counsel's intervention in Public Utility Commission Docket 12-06053, Nevada Power Company's Triennial Integrated Resource Plan.	

Fiscal Impact:
None by approval of the above recommendation. Legal and professional service fees associated with this intervention are paid under separate agreements.

Background:
On June 29, 2012, Nevada Power Company d/b/a NV Energy (NPC) filed their Triennial Integrated Resource Plan for the years 2013 through 2032. Central to this filing is the Public Utility Commission's (PUC) approval of the Second Power Exchange Agreement between NPC and the Authority concerning operation of the Silverhawk Electrical Plant approved by this Board on June 21, 2012. This Power Exchange Agreement is an important element for the Authority to meet its electrical needs through 2019.

The intervention time period for this docket closed on August 1, 2012. Consequently, General Counsel authorized a Petition to Intervene on behalf of the Authority and it was filed on July 31, 2012.

This PUC intervention is entered into pursuant to NAC 703.580, NAC 703.595, and Section 6 of the SNWA 1995 Amended Cooperative Agreement. The office of General Counsel has reviewed and approved this intervention.

Respectfully submitted:

Patricia Mulroy, General Manager
PM:GJW:CKH:llm

AGENDA ITEM # 5

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

August 16, 2012

Subject: Update on Water Resources	**Director's Backup**
Petitioner: Patricia Mulroy, General Manager	
Recommendations: That the Board of Directors receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, the results of the implementation of the Authority's Water Resource and Conservation Plans, activities on the Colorado River, and on the development of in-state water resources.	

Fiscal Impact:
None by approval of the above recommendation.

Background:
The Colorado River Basin has been experiencing a severe drought which began in 2000. The severity of these conditions has become increasingly evident in lake levels along the lower Colorado River Basin, where major reservoirs such as Lake Powell and Lake Mead are experiencing some of the lowest water levels in recent memory.

The nature of the drought in the Colorado River Basin has direct effects on water resources and future planning. The drought has prompted communities to launch major conservation initiatives to reduce water use among citizens and businesses, and has resulted in the development and implementation of the Authority's Water Resource and Conservation Plans.

This agenda item provides for an update from staff on the drought; the results of the implementation of the Authority's Water Resource and Conservation Plans; activities on the Colorado River; and on the development of in-state water resources.

The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:

Patricia Mulroy, General Manager
PM:JJE:td

AGENDA ITEM # 6