AGENDA

SOUTHERN NEVADA WATER AUTHORITY

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – FEBRUARY 21, 2013

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
Susan Brager
Bob Coffin
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 and refrain from making comments that are repetitious, offensive, or amounting to personal attacks. 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 January 17, 2013.

2. *For Possible Action*: Approve a subgrant agreement between the Nevada Division of Environmental Protection and the Authority to accept grant funding for regional water quality objectives and related public outreach initiatives.

3. *For Possible Action*: Approve the Renewal of Service Agreement for Long-Term, Firm Point-To-Point Transmission Service between Nevada Power Company, doing business as NV Energy, and the Authority to allow for transmission capacity from the Silverhawk Generating Station through the Harry Allen Substation to the Mead Substation for an additional five years.

4. *For Possible Action:* Approve a professional services agreement between Laguna Productions and the Authority to film, produce, edit, and distribute the monthly *Water Ways* television show with the option to renew for five one-year periods at the same compensation level.

5. *For Possible Action:* Adopt the amended Las Vegas Wash Capital Improvements Plan dated February 21, 2013.

6. *For Possible Action:* Make an appointment to fill a vacancy on the Integrated Resource Planning Advisory Committee.

7. *For Possible Action:* Discuss the Authority's regular Board meeting schedule, and take action as appropriate.

8. *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, the development of in-state water resources, and the status of the third intake project.

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 and refrain from making comments that are repetitious, offensive, or amounting to personal attacks. 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
JANUARY 17, 2013
MINUTES

CALL TO ORDER	9:00 a.m., SNWA Board Chambers, Southern Nevada Water Authority 100 City Parkway, Seventh Floor, Las Vegas, Nevada
BOARD MEMBERS PRESENT	Mary Beth Scow, Vice Chair (Via phone) Sam Bateman Susan Brager Bob Coffin Duncan McCoy Steve Sisolak
BOARD MEMBERS ABSENT	Shari Buck, Chair
STAFF PRESENT	Pat Mulroy, Greg Walch, John Entsminger, Ron Zegers, Phil Speight, Scott Krantz, Marc Jensen
OTHERS PRESENT	William Nelson, Piercy Bowler Taylor Kern

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

Duncan McCoy chaired the meeting.

COMMENTS BY THE GENERAL PUBLIC

Ed Uehling, Las Vegas, provide comments about agenda items two and eight. He noted his concerns about reappointing the Authority's current general manager. He also discussed concerns related to the Silver State Energy Association's oversight and management.

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 November 15, 2012, and the special joint meeting of November 15, 2012. The motion was approved.

2. Renew the interlocal contract authorizing the General Manager of the Las Vegas Valley Water District to serve as General Manager of the Authority, utilizing the staff and resources of the District to manage the affairs of the Authority.

Director Coffin noted the position's challenges and expressed his confidence in the existing General Manager.

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

3. Appoint a director to serve as a member of the Colorado River Commission for the remainder of fiscal year 2012/2013 in accordance with amended Special Rule #1.

FINAL ACTION: A motion was made by Director Bateman to nominate Director Sisolak to serve as commissioner for the remainder of the term. The motion was approved.

4. Approve two resolutions authorizing the submission of grant proposals to the Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grant Program.

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

5. Approve, adopt, and authorize the General Manager or her designee to sign a resolution authorizing the Authority to acquire, through eminent domain, the remaining ownership interests in certain parcels held by the John and Cecilia Dugan Family Trust dated January 7, 2005, Richard Thomas Surguine, Arthur T. Murphy, and the Estate of Walter H. Tampke, Jr., needed to construct, operate, and maintain SNWA Project No. 810K, the Three Kids Weir.

Greg Walch, General Counsel, noted that the Board approved the first Las Vegas Wash Capital Improvement Plan in August 2002. The plan included a number of future projects including bank protection facilities, revegetation projects and various studies that were designed to reduce erosion in the Wash. The Three Kids Weir has been part of the 2002 plan. He showed the Board a few images to orient the project's location as well as the private landholdings as addressed by this agenda item. Mr. Walch noted the reasons why the site was selected for the project, which is its half-way distance between two existing weir structures, and its avoidance of fault lines, a buried SNWA pipeline to the west of the site and some cultural areas located to the east of that pipeline that must be avoided. The project will be largely funded by Southern Nevada Public Lands Management Act grant funding; quarter-cent sales tax proceeds will fund the remainder of the project.

The parcels noted above are less than 1/8 of an acre each. In 2000, an appraisal valued each parcel to be $10,000. Offers were made to all landowners based on the parcels' valuation. Since the owners own only 20 percent of the parcels, the offers were around $4,000 each for the parcels. The Authority received a counter-offer of $500,000 from the owners, which represented a prorated value of $1.2 million for the entire parcel. The parcels were reappraised in 2010, which valued the parcels at $1,800 each. The Authority presented another offer to the parcel owners that reflected the original 2000 valuation in an effort to expedite the sale of the parcels. The owners have not acted on the offer.

Director McCoy opened the meeting for public comment from the parcel owners; however, none were found to be in attendance.

Director Sisolak asked if the parcel owners were represented by counsel. Mr. Walch did not believe they were. Director Sisolak noted his concern the owners may not understand how properties are valued or the rules regarding eminent domain. He asked if the SNPLMA grant funding was being used completely, and the quarter-cent sales tax was supplementing the project costs. Mr. Walch confirmed that SNPLMA grant funds were being completely expended in this project, and that an additional source would be required to fund the remainder of the project.

Director Coffin asked if the weir was not constructed, if it would be assumed that the parcels could be washed out. Mr. Walch noted that the weirs are designed to reduce head-cutting within the Wash and damage to the parcel could occur if the weir was not constructed

Director McCoy asked what happens to the property owners' claims if this agenda item is approved. Mr. Walch reported that the Authority would move forward with immediate occupancy of the property in order to construct the project. The parties then would debate over the land's values in court.

Director Sisolak asked to confirm that the original offer based on the $10,000 valuation would not be withdrawn. Mr. Walch confirmed that the original offer still stands and the Authority has no plans to withdraw the offer.

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

6. Approve and authorize the General Manager or her designee to sign applications and all related documents to rezone 1,206 acres of the approximate 1,230 acres of the Warm Springs Natural Area to Public Facility, and authorize the General Manager to sign future permit applications for the Warm Springs Natural Area.

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

Items 7-9 were taken in one motion.

7. Approve the Second Amended and Restated Electric Power Supply Agreement between the Colorado River Commission of Nevada and the Authority for the purpose of reducing the scope to include only the loads of the Authority and participating member agencies, as described in Exhibit B.

8. Approve the Electric Power Transmission Service Agreement among the Colorado River Commission of Nevada, the Silver State Energy Association, and the Authority, enabling the Silver State Energy Association to utilize electric transmission and distribution, and other assets owned, controlled, and operated by the Colorado River Commission of Nevada and the Authority for the purpose of delivering energy to the Authority's loads.

9. Approve the Load Requirements Service Agreement between the Silver State Energy Association and the Authority for delivery of energy for Authority loads.

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

10. Ratify General Counsel's intervention in Federal Energy Regulatory Commission Docket No. ER-13-225-000, an application to increase transmission rates and authorize intervention in an upcoming Federal Energy Regulatory Commission docket concerning energy imbalances.

Ms. Mulroy noted that the Federal Energy Regulatory Commission process is similar to the Public Utility Commission's process in that if an organization does not intervene, it cannot participate. Due to the Authority's significant interest in energy transmission rates, it is recommended that the Authority intervene in the docket.

Director Sisolak asked if the Authority was required to maintain a percentage of renewable energy within the Authority's energy portfolio. Ms. Mulroy replied that the Authority is not subject to any renewable energy requirements, but noted the Authority is working to increase its renewable energy portfolio and anticipated that it could be a subject of discussion at the Nevada State Legislature.

Director Coffin asked how many customers would be affected by the rate increase. Scott Krantz, SNWA Energy Director, stated that the rate increase affects only transmission customers, which is a small customer class. Director Coffin asked what the Authority currently spends on power; Mr. Krantz noted the Authority's current energy budget is $47 million.

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

11. Accept the Authority's Comprehensive Annual Financial Report for the period ending June 30, 2012, as presented by the Authority's external auditors, Piercy Bowler Taylor & Kern.

William Nelson, Piercy Bowler Taylor and Kern, provided the Board with a brief update of audit findings. Director Sisolak asked Mr. Nelson to briefly address the waived adjustment, which was not a significant audit finding and was found to be not material to the financial statements. Therefore, at the request of Authority management, it was waived.

Director Coffin asked what the protocol was if there were significant findings within the audit such as fraud. Mr. Nelson reported that it would be brought to the Board's immediate attention. Director Coffin asked if these types of findings had been found in the past, Mr. Nelson replied no.

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

12. 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, the development of in-state water resources, and the status of the third intake project.

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.

Marc Jensen, SNWA Engineering director, provided the Board with an update on the status of Intake No. 3. A copy of his presentation is included with these minutes.

Director Coffin asked how much space was needed between the head of the tunnel and the tunnel. Mr. Jensen said that it was directed by the parameters of the machine designed, which is only a few feet. He asked if the contractor is below the shore; Mr. Jensen stated that it is not technically below the shore, but work is still subject to inflows. He went onto discuss how and when divers will be used within the project.

NO ACTION REQUIRED

Public Comment
Ed Uehling, Las Vegas, said the information provided to the Integrated Resource Planning Advisory Committee such as previous Business Impact Statements issued by the Authority was inaccurate.

Director Sisolak asked to receive an update on connection charges. Ms. Mulroy replied that it will be provided at the next meeting.

Adjournment
There being no further business to come before the board, the meeting adjourned at 10:02 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.

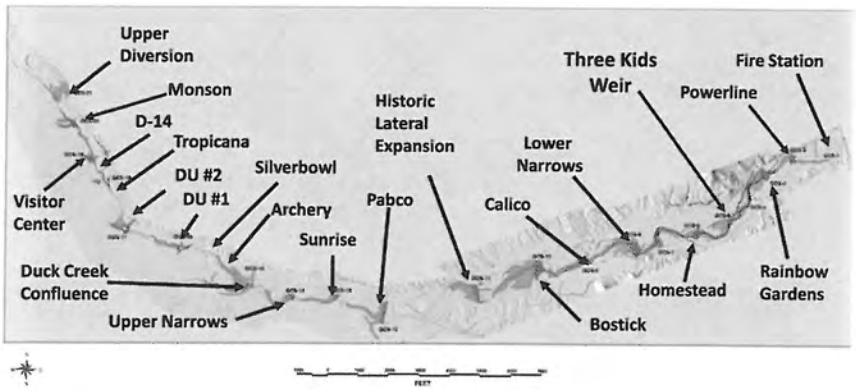
SOUTHERN NEVADA WATER AUTHORITY

snwa.com

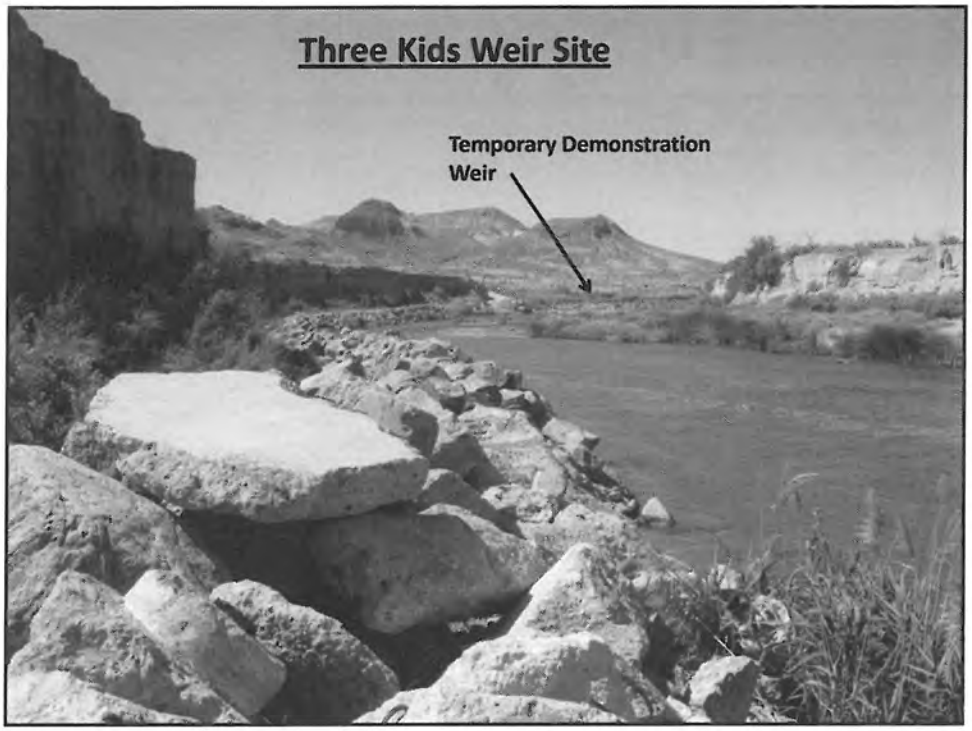
Three Kids Weir
Las Vegas Wash

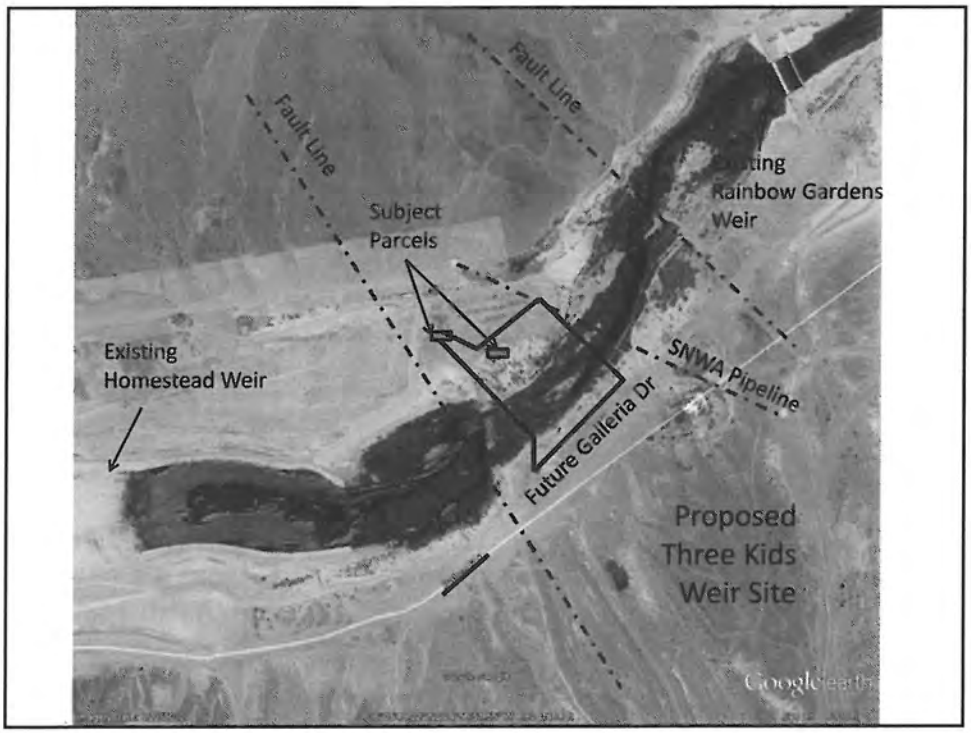
January 17, 2013

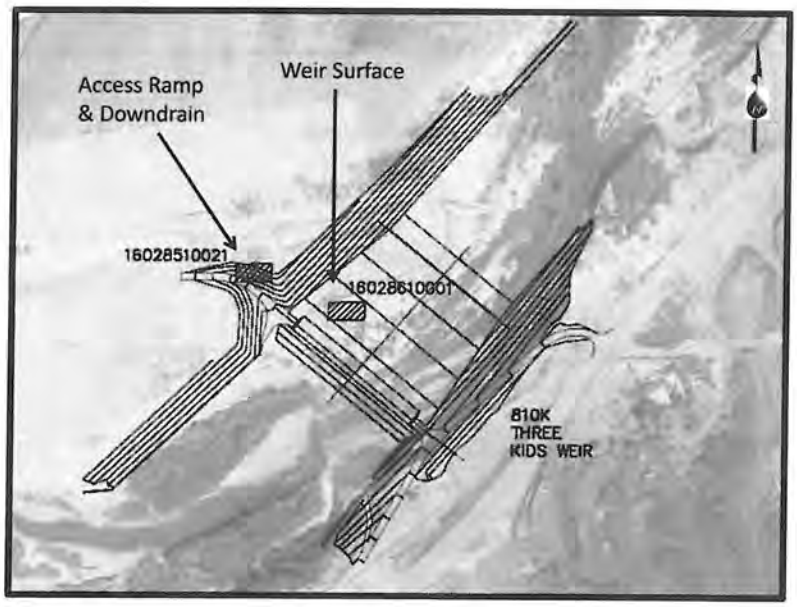
Weir Locations



Las Vegas Wash
Clark County AWT to Lake Las Vegas


Three Kids Weir Site
Temporary Demonstration Weir


Fault Line
Fault Line
Existing Rainbow Gardens Weir
Subject Parcels
Existing Homestead Weir
SNWA Pipeline
Future Galleria Dr
Proposed Three Kids Weir Site
Google earth



Site Plan

Construction Funding & Timeline

TIMELINE

Mar. 14, 2013	Bid Advertisement
April 18, 2013	Bid Opening
May 16, 2013	Bid Award
14 months	Construction timeframe
Jul. 21 – Nov. 21, 2014	**Projected completion dates**

FUNDING

SNPLMA grant**	$11,500,000
¼ cent sales tax revenues	$4,900,000
Projected Cost	**$16,400,000**

*****SNPLMA grant expires October 2014***

Negotiation Chronology

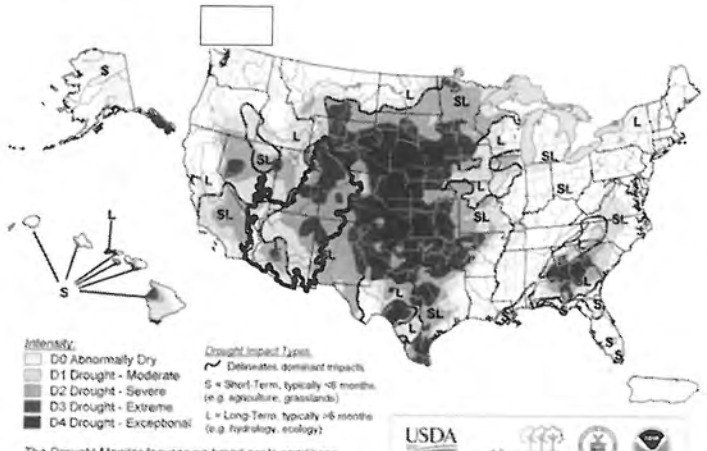
Aug. 2010	**First appraisal report received** Foster L. Clark, MAI Appraised value = $10,000 per parcel
Oct. 2010	**Offers to owners based on $10,000 per parcel**
Nov. 2010	**Counteroffers from Landowners** $500,000 for 20 percent interest in both parcels (Prorated value of $1,250,000 per parcel)
Sept. 2012	**Second appraisal report received** Matthew Lubawy, MAI Appraised Value = $1,800 per parcel Offers made based on $10,000 per parcel to resolve matter
Dec. 2012	**Notification of SNWA Board meeting per NRS 241.020**

SOUTHERN NEVADA WATER AUTHORITY

Update on Drought Conditions and Water Use

January 17, 2013

Drought Monitor



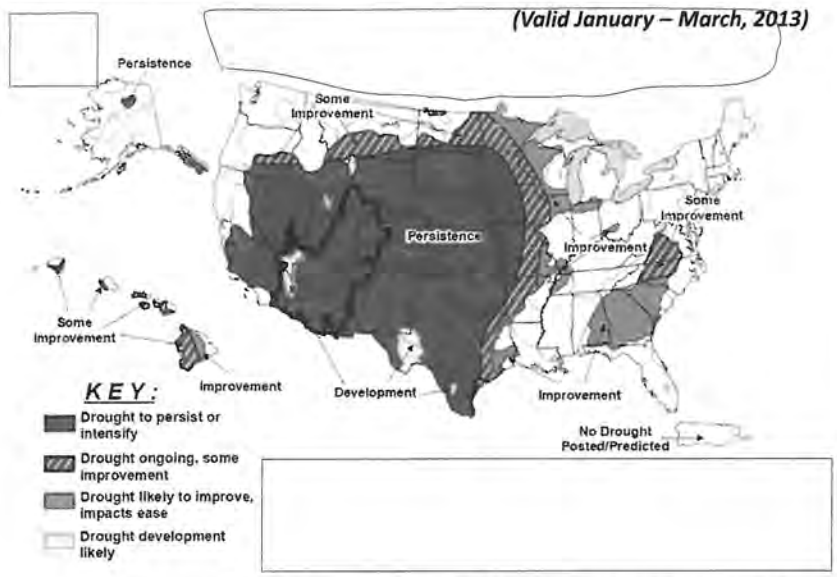
The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.

http://droughtmonitor.unl.edu/

Released Thursday, January 10, 2013

Author: David Simeral, Western Regional Climate Center

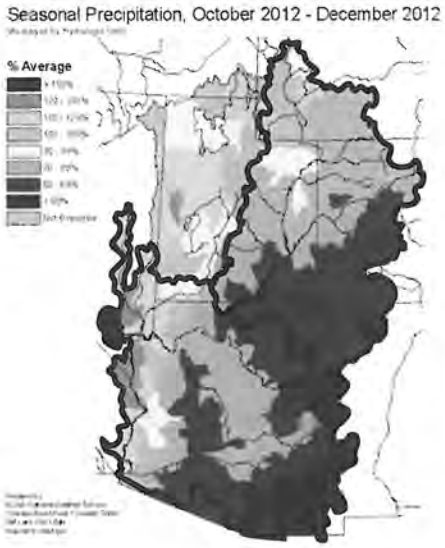
Seasonal Drought Outlook



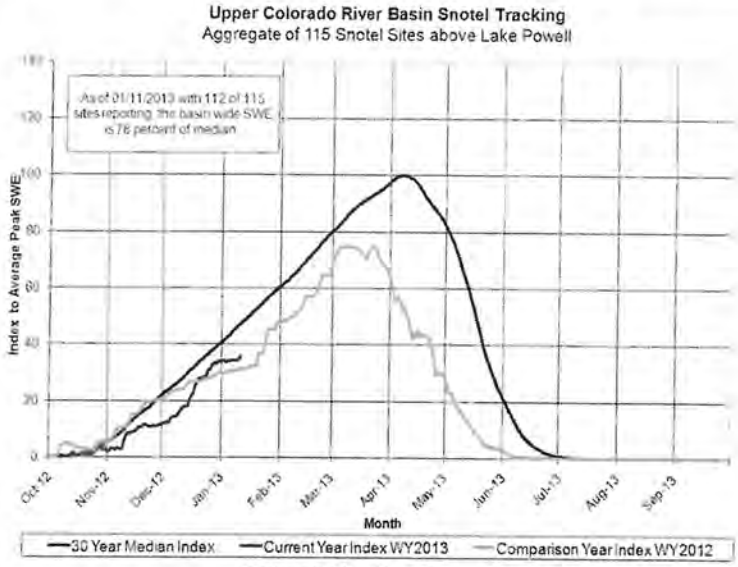
Source: National Oceanic Atmospheric Administration and the U.S. Department of Commerce

Colorado River Basin Conditions

- **December inflow to Lake Powell:** 54% of average
- **Snow pack:** 77% of average
- **Water Year 2013 Precipitation:** 72% of average
- **Forecasted Water Year 2013 Inflow to Lake Powell :** 61% of average



Upper Colorado River Basin Snow Accumulation



Data Provided by the Natural Resource Conservation Service

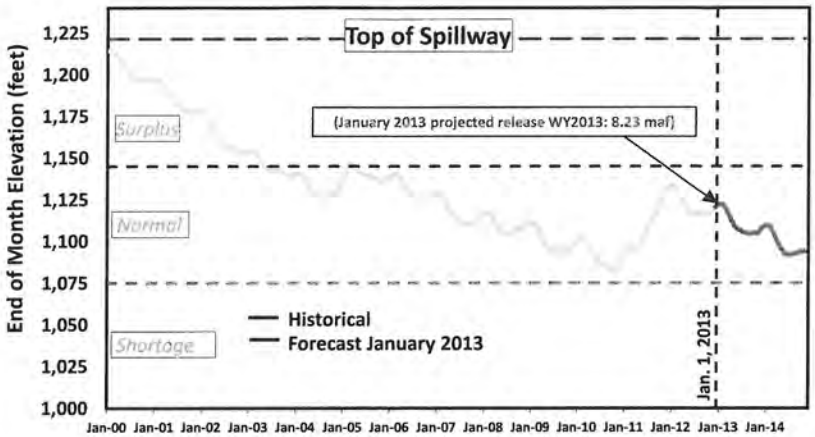
Precipitation and Inflow Forecast – Lake Powell

	2012 Water Year		2013 Water Year	
Month	Actual Precipitation	Inflows Forecast	Actual Precipitation	Inflows Forecast
Jan	75%	79%	72%	61%
Feb	84%	78%		
Mar	86%	80%		
Apr	78%	63%		
May	74%	51%		
Jun	71%	47%		
Jul	71%	46%		
Aug	74%	48%		
Sept	74%	46%		
Actual	74%	45%		

Source: Bureau of Reclamation, Lower Colorado Water Supply Reports

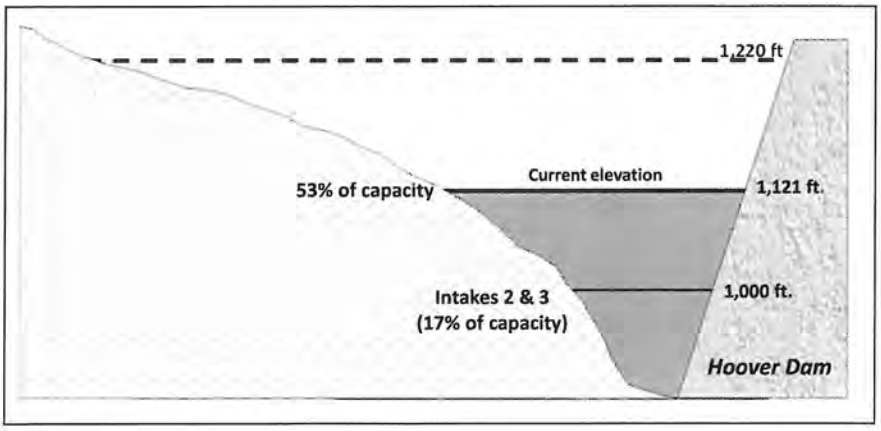
Lake Mead Elevations

(Historical and Forecasted)

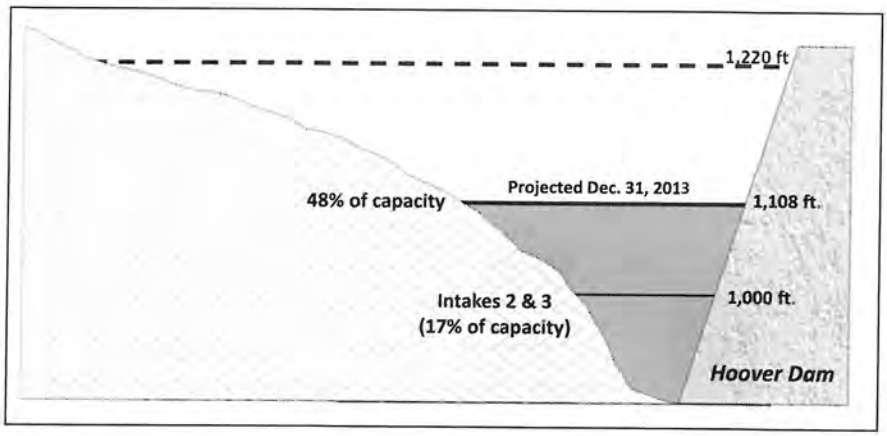


Source: Bureau of Reclamation, January 2013

Lake Mead Capacity - Current

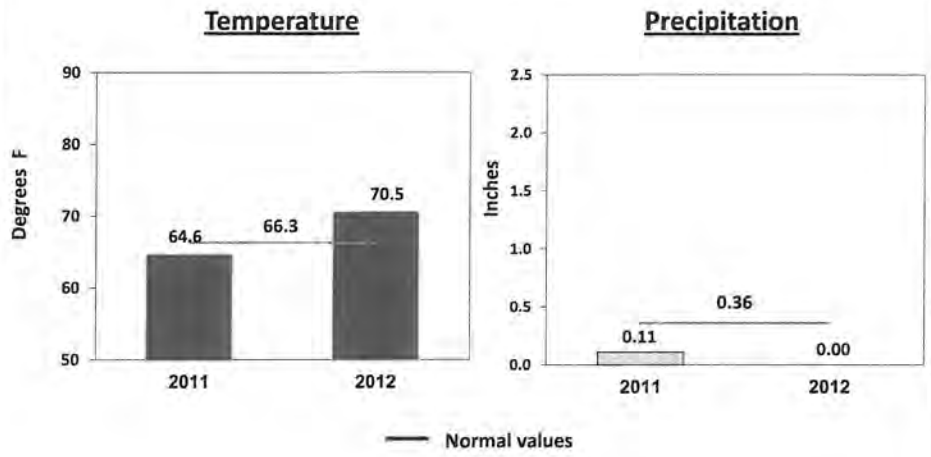


Lake Mead Capacity - Projected (12/31/13)

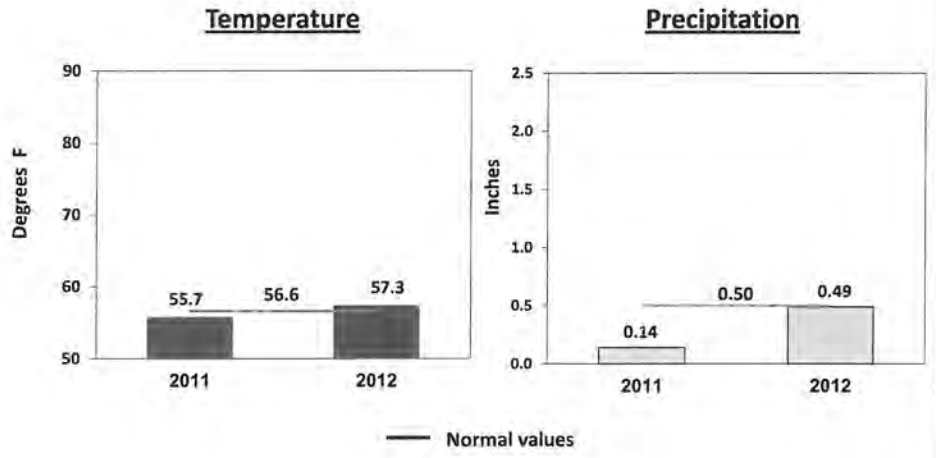


SNWA Water Use

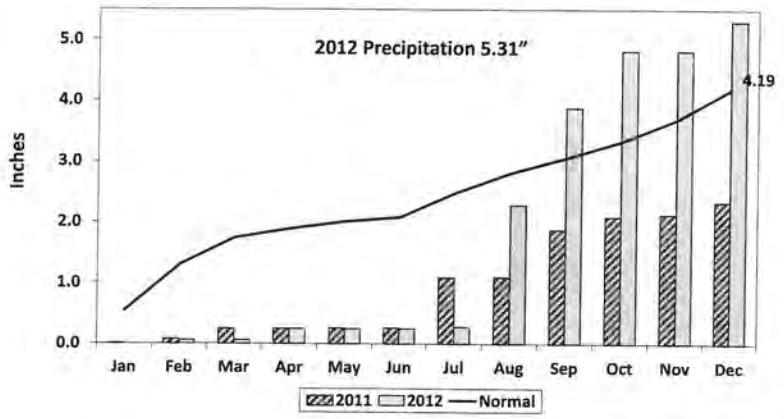
Weather Comparison (November 2012)



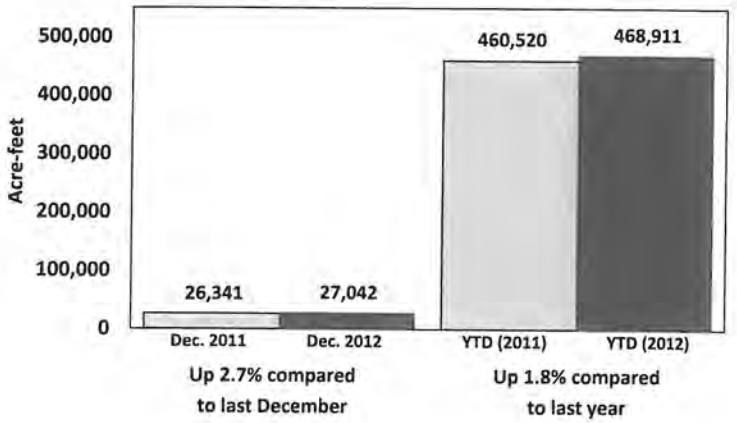
Weather Comparison (December 2012)



Annual Precipitation



SNWA Total Water Use

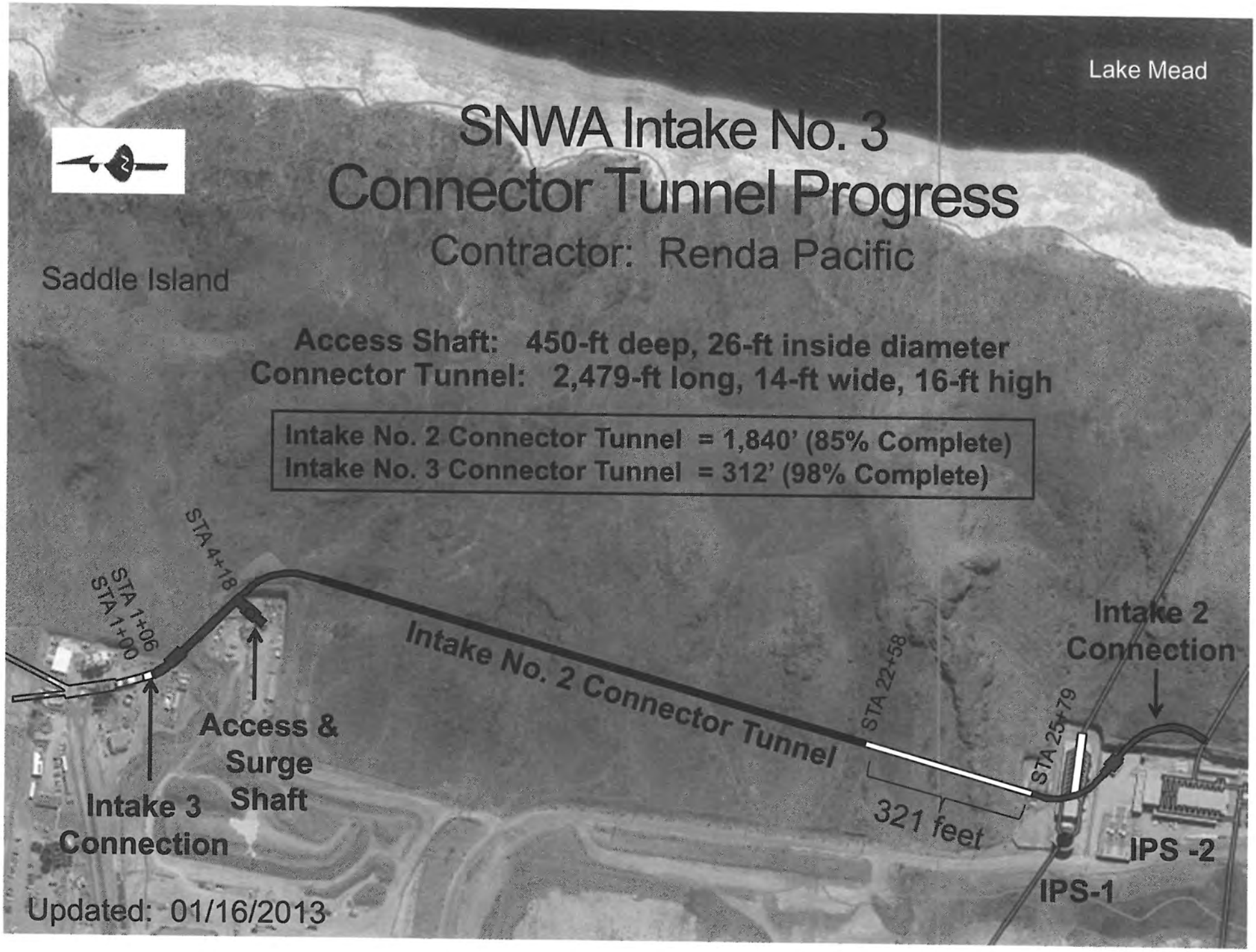


SNWA Intake No. 3
Connector Tunnel Progress

Contractor: Renda Pacific

Access Shaft: 450-ft deep, 26-ft inside diameter
Connector Tunnel: 2,479-ft long, 14-ft wide, 16-ft high

Intake No. 2 Connector Tunnel = 1,840' (85% Complete)
Intake No. 3 Connector Tunnel = 312' (98% Complete)



Updated: 01/16/2013

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

February 21, 2013

Subject: Agreement	**Director's Backup**
Petitioner: Philip D. Speight, Deputy General Manager, Administration	
Recommendations: That the Board of Directors approve a subgrant agreement between the Nevada Division of Environmental Protection and the Authority to accept grant funding, in the amount of $40,500, for regional water quality objectives and related public outreach initiatives.	

Fiscal Impact:
The Authority will be reimbursed $40,500 toward costs associated with the subgrant projects, of which $10,000 will be distributed to the Clark County Regional Flood Control District.

Background:
In October 2012, the Nevada Division of Environmental Protection approved the Authority's subgrant application requesting $40,500 in Clean Water Act funding. The subgrant application was submitted in partnership with the Clark County Regional Flood Control District (Regional Flood) to also support related public outreach initiatives. The amount of $10,000 will be distributed to Regional Flood for approved project components.

If approved by the Board of Directors, this subgrant agreement will provide funds in support of regional water quality objectives, which include revegetation, erosion control, water quality improvement, public education, and outreach efforts including the fall 2013 and spring 2014 "Green-Up" events at the Las Vegas Wash.

This agreement is being entered into pursuant to NRS 445A.265 and 445A.450, and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agreement.

Respectfully submitted:

Patricia Mulroy, General Manager
PM:PDS:JAW:AMB:LS:kf
Attachments

AGENDA ITEM # 2

SUBGRANT AGREEMENT

A Subgrant awarded by:

Department of Conservation and Natural Resources, Division of Environmental Protection
901 S. Stewart Street, Carson City, NV 89701-5249
Phone: (775) 687-4670 Fax: (775) 687-5856

and awarded to Subgrantee:

Southern Nevada Water Authority (SNWA)
hereinafter the "Subgrantee"
1001 South Valley View Boulevard
Las Vegas, NV 89153
702-258-3173

WHEREAS, 40 CFR Part 31.37, NRS 445A.265 and NRS 445A.450 authorize the Division of Environmental Protection to award subgrants of federal financial assistance to local governments for the purposes set forth in authorizing statutes; and

WHEREAS, it is deemed that the project purposes hereinafter set forth are consistent with the federal grant agreement that provides support of the subgrant;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Subgrant shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. SUBGRANT TERM. This Subgrant shall be effective from **Nevada Division of Environmental Protection Administrator's approval** to **June 30, 2014**, unless sooner terminated by either party as set forth in this Subgrant.
4. TERMINATION. This Subgrant may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Subgrant may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Subgrant shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Subgrant is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Subgrant shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Subgrant incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK (consisting of 11 pages)
ATTACHMENT B: ADDITIONAL AGENCY TERMS & CONDITIONS (consisting of 3 pages)
ATTACHMENT C: THIRD PARTY MATCH RECORD-KEEPING REQUIREMENTS (consisting of 1 page)

7. CONSIDERATION. Subgrantee agrees to provide the services set forth in paragraph (6) at a cost of $N/A per N/A with the total Subgrant or installments payable: **Quarterly** not exceeding **$40,500.00**. In addition, the State does not agree to reimburse Subgrantee for expenses unless otherwise specified in the incorporated documents. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Subgrant term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Subgrant are also specifically a part of this Subgrant and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Subgrant must be retained by each party for a minimum of three years from the date of final payment by the State to the Subgrantee, and all other pending matters are closed. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Subgrant shall be deemed a breach. Except as otherwise provided for by law or this Subgrant, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages. If the court awards reasonable attorney's fees to the prevailing party, reasonable shall be deemed $125 per hour.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Subgrant liability of both parties shall not be subject to punitive damages. To the extent applicable, actual Subgrant damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Subgrant if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Subgrant after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Subgrant, and in respect to performance of services pursuant to this Subgrant, each party is and shall be a Subgrantee separate and distinct from the other party and, subject only to the terms of this Subgrant, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Subgrant. Nothing contained in this Subgrant shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Subgrant or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach

16. SEVERABILITY. If any provision contained in this Subgrant is held to be unenforceable by a court of law or equity, this Subgrant shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Subgrant unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Subgrant without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Subgrant, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Subgrant), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Subgrant shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Subgrant.
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Subgrant on behalf of each party has full power and authority to enter into this Subgrant and that the parties are authorized by law to perform the services set forth in paragraph (6).
22. GOVERNING LAW; JURISDICTION. This Subgrant and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Subgrant.
23. ENTIRE AGREEMENT AND MODIFICATION. This Subgrant and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Subgrant specifically displays a mutual intent to amend a particular part of this Subgrant, general conflicts in language between any such attachment and this Subgrant shall be construed consistent with the terms of this Subgrant. Unless otherwise expressly authorized by the terms of this Subgrant, no modification or amendment to this Subgrant shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Subgrant to be signed and intend to be legally bound thereby.

SUBGRANTEE

By:_____
Signature – Southern Nevada Water Authority

Name:_____

Title:_____**Date:**_____

DIVISION

By:_____
Signature

Name: **Colleen Cripps, Ph.D.**

Title: **Administrator** **Date:**_____

BUREAU

By:_____
Signature

Name: **Sondra L. Neudauer**

Title: **Contract Manager** **Date:**_____

Subgrant Control Number: DEP-S 12-016
Grant Number: C9-97908113
Division Number: 44
Grant Expiration Date: 09/30/17
CFDA Number: 66.460

ATTACHMENT "A"
Scope of Work and Budget

Initiatives to Reduce NPS Pollution in Southern Nevada, 2013

SUBGRANTEE ORGANIZATION: Southern Nevada Water Authority (SNWA)
DUNS#: 135965650

PROJECT BUDGET PROJECTION:

319(h) funds awarded	$40,500.00
Total amount of non-federal match funds	$80,452.00
Total Project Cost	$120,952.00

SUBGRANTEE CONTACT PERSONS: Kathy Flanagan,
Assistant Management Analyst

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

NDEP CONTACT PERSONS:

CONTRACT COORDINATOR: Jon Paul Kiel
Environmental Scientist
(775) 687-9558
jpkiel@ndep.nv.gov

NDEP CONTRACT MANAGER: Sondra Neudauer
Management Analyst
(775) 687-9452
sneudauer@ndep.nv.gov

Nevada Division of Environmental Protection
Bureau of Water Quality Planning
901 South Stewart Street, Suite 4001
Carson City, Nevada 89701

Project Location: USGS Hydrographic Region: Colorado River/Las Vegas Wash
Clark County
8-Digit USGS HUCs: 15010005 Lake Mead
15010010 Lower Virgin
15010012 Muddy
15010015 Las Vegas Wash

Subgrant Term: NDEP Subgrant Approval – June 30, 2014

Project Summary

Project funding will be used to implement objectives of the Las Vegas Wash Comprehensive Adaptive Management Plan (CAMP) and Lake Mead Water Quality Forum. These objectives include revegetation, erosion control, water quality improvement, and public education and outreach efforts. Specific tasks identified for funding include (1) implementation of two Wash "Green-Up" events; (2) the airing of a variety of stormwater public service announcements all with the shared theme of non-point source pollution prevention; and (3) Mabel Hoggard Math and Science Magnet School field trips for elementary students.

Project Partners

The Southern Nevada Water Authority (SNWA) is the lead agency on this project and will coordinate with the Lake Mead Water Quality Forum and the Las Vegas Wash Coordination Committee. Elements of this project will be performed by the Clark County Regional Flood Control District and the Conservation District of Southern Nevada.

The Lake Mead Water Quality Forum members include: Colorado River Commission, Nevada Division of Environmental Protection, Nevada State Health Division, Nevada Department of Wildlife, University of Nevada System, Clark County Department of Comprehensive Planning, Clark County Department of Parks & Recreation, Clark County Health District, Clark County Regional Flood Control District, Clark County Water Reclamation District, City of Henderson, City of Las Vegas, City of North Las Vegas, Southern Nevada Water Authority, U.S. EPA, U.S. Fish & Wildlife Service, U.S. Geological Survey, National Park Service, U.S. Natural Resources Conservation Service, U.S. Bureau of Reclamation, and Clean Water Coalition.

Partners of the Las Vegas Wash Coordination Committee include: Clark County, Clark County Regional Flood Control District, City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County Water Reclamation District, Clark County Department of Comprehensive Planning, CC Department of Parks and Recreation, Southern Nevada Health District, Lake Las Vegas Resort, Las Vegas Boat Harbor, Water Quality Citizens Advisory Committee (3), Desert Wetlands Conservancy, University of Nevada – Las Vegas, Nevada Department of Wildlife, Nevada State Health Division, Conservation

District of Southern Nevada, Colorado River Commission, National Park Service, U.S. Army Corps of Engineers, U.S. Bureau of Reclamation, U.S. Environmental Protection Agency, U.S. Fish & Wildlife Service, U.S. Geological Survey, Natural Resource Conservation Service, the Clean Water Coalition, Basic Management Inc.

I. Introduction

In 1997, the SNWA convened the Water Quality Citizens Advisory Committee to address water quality issues affecting Lake Mead. After several months of discussion, the advisory committee recommended the development of a management plan for the Las Vegas Wash (Wash) and the formation of an inter-agency management entity to oversee these activities. Based on these recommendations, the Las Vegas Wash Coordination Committee ("Coordination Committee") was established.

The Coordination Committee is comprised of representatives from 30 different federal, state and local agencies, as well as representatives from local businesses and environmental groups. A primary objective in forming this group was to ensure that all relevant and interested stakeholders have a voice in the long-term management and restoration of the Wash. In 2000, the Coordination Committee completed the CAMP document, which identified 44 recommendations for restoring the health and water quality of the Wash. Objectives of the CAMP include the construction of erosion control structures and revegetation of wetlands habitat, while involving the public via education and outreach programs, to improve water quality in Lake Mead, the primary source of Southern Nevada's drinking water.

The CAMP was certified by the U.S. Environmental Protection Agency as meeting the nine required elements of a watershed plan. The Wash also has been identified by the U.S. Environmental Protection Agency as a Category I Priority Watershed under the 1998 Unified Watershed Assessment. All tasks included in this project proposal implement or support components of the CAMP.

Since 2000, significant progress has been made in stabilizing the Wash. The implementation of CAMP recommendations has helped to reduce erosion, while increasing sedimentation and wetlands habitat, ultimately improving downstream water quality. Public education and other outreach efforts have contributed by increasing awareness and fostering a sense of community in the effort to reduce non-point source pollution and restore the Wash.

Also in 1997, in response to growing concerns over water quality issues in Lake Mead and the Las Vegas Wash, the Nevada Division of Environmental Protection created the Lake Mead Water Quality Forum to support the protection of human health and the environment, and to preserve and improve the water quality of the Las Vegas Wash, Las Vegas Bay and Lake Mead.

The elements of this proposal further regional water quality and non-point source pollution reduction initiatives by stabilizing the Wash and restoring wetland habitat. This includes continued implementation of Wash "Green-Up" events; implementing and expanding work with the Mabel Hoggard Math and Science Magnet School by bringing elementary-school students to the Wash to learn about water quality, wetlands, the complexity of biological communities, and the importance of resource stewardship; and by airing a variety of public service announcements implemented by the Clark County Regional Flood Control District.

II. Scope of Work

Goal #1. Improve water quality in the Las Vegas Wash and Las Vegas Bay of Lake Mead towards meeting water quality standards for the support of beneficial uses.

Objective 1.a. Stabilize the Las Vegas Wash channel to reduce sediment loads to Lake Mead.

Task 1. Involve the community in habitat restoration activities by implementing two "Wash Green-Up" events that will result in the revegetation of 15-30 acres at two locations in the Wash. Revegetation efforts include the introduction of a variety of native-stock emergents, as well as trees and shrubs such as willows, creosote, mesquite and cottonwoods. This work will be implemented according to methods outlined in the CAMP and the Las Vegas Wash Revegetation Management Plan (see Project Location Map—specific sites to be determined).

Goal #2. Address non-point source pollution through public education and outreach.

Objective 3.a. Perform outreach activities to inform and educate the community and encourage local stewardship.

Task 1. Implement two "Wash Green-Up" events to allow the community an opportunity to volunteer in the revegetation and restoration of the Las Vegas Wash. Green-Up events consist of more than 1,000 volunteers planting native trees and shrubs each year in areas recently cleared of invasive plant species. (See Objective 1.a., Task 1 above and Project Location Map below).

Task 2. Run a variety of stormwater Public Service Announcements (PSAs) with the shared theme of non-point source pollution prevention. These PSAs will be implemented by the Clark County Regional Flood Control District and broadcast on the major network stations during the spring and fall of 2013.

Task 3. The Las Vegas Wash Coordination Committee has partnered with the Mabel Hoggard Math and Science Magnet School for more than 10 years to introduce elementary students to the Las Vegas Wash. NDEP grants have previously funded each student with a "reconnaissance backpack" filled with a set of binoculars, a Global Positioning System (GPS) unit to use during the field trip as well as a custom notebook for students to record field data and to keep for their reference. The current field trip itinerary allows for each fifth grade class to spend a full day at the Las Vegas Wash receiving a tour of the Alford Merritt Smith Water Treatment Facility and another full day on Lake Mead aboard the Forever Earth Environmental Education and Research houseboat operated by the UNLV Public Lands Institute[1] where they participate in several water quality activities. Funds would be used to cover costs associated with these field trips (vehicle and Forever Earth field costs and other materials) and replace broken or worn out field trip equipment (i.e. backpacks, GPS units and binoculars).

[1]If not available, a similar high quality opportunity to tour Lake Mead on the water or from shore will be provided.

III. Monitoring and Maintenance Program

A comprehensive monitoring program will be implemented to meet the goals and objectives outlined in this proposal.

Task 1 -Fall 2013 and Spring 2014 "Green-Up" Events.

(1) Conduct vegetation monitoring according to the Vegetation Monitoring Plan. The main goal of the monitoring plan is to ensure a minimum 80 percent survival rate for at least two consecutive years, through either active plantings or passive re-establishment of native vegetation at each restoration site. To measure this goal, the Vegetation Monitoring Plan describes specific vegetation monitoring techniques that are implemented at all planting sites in the Wash. Data will be collected on species composition, percent cover, survival rates, and encroachment of non-native species. This information will ensure that what is learned in terms of success and/or failure from active planting activities will be adaptively applied to future plantings. In addition, photo documentation at permanently established photo points (confirmed via GPS) will assist in tracking changes in vegetation communities over time. Subsequently, SNWA will use the data gathered from implementing these techniques to compile a list of specific planting methods that have been successful in the Wash and are therefore recommended specifically for the Wash.

Quantities for sediment, nitrogen, and phosphorus as a result of project implementation are to be derived by NDEP in consultation with SNWA. Should SNWA estimate load

reductions, loading reduction for sediment shall be reported in tons; Reductions in nitrogen and phosphorus shall be reported in pounds. If estimated by SNWA, the method of load reduction calculation (by direct measurement, indirect measurement, or employment of a model) shall be described in the report.

(2) Track volunteer turnout at "Green-Up" events.

(3) Conduct water quality, biological, vegetation and wildlife monitoring on a regular basis to evaluate program effectiveness.

Task 2 - Public Service Announcements.

(1) Track success of public service announcements by performing annual survey of residents' awareness and behavior changes.

Task 3 - Mabel Hoggard Math and Science Magnet School Field Trips.

(1) Track success of Mabel Hoggard educational outreach by analyzing survey answers given by students prior to the field trip with those given after the field trip. Comparisons are made to evaluate what students learned from their tour experience. Additionally, evaluate effectiveness of field-trip program by comparing surveys from previous school years with those from current school year.

III. Measures of Success:

Achievement of long-term goals and overall success of the program will be measured by (1) improved water quality in the Wash and Lake Mead, including reduced total suspended solids concentrations; (2) increased native habitat; and (3) a more informed and environmentally aware public.

Short-term benefits from public education efforts with the goal of changing attitude and behavior are not easily measured. While the true indicator of success is ultimately dependent upon changes in behavior (such as decreased use of turf fertilizers and proper disposal of household chemicals), a number of other indicators will be used to identify short-term program effectiveness.

IV. Maintenance

Project outcomes are anticipated to have little to no operation and maintenance expenses, aside from the monitoring activities described above. The goal of the vegetation monitoring plan is to help ensure a minimum 80% success rate for at least two consecutive years, through either active plantings or passive re-establishment of native vegetation at each restoration site. To measure this goal, the Monitoring Plan describes specific vegetation monitoring techniques that are implemented at all planting sites in the Wash.

V. Contingency Plan

There is a great deal of flexibility built into this project. Activities can be reconfigured or relocated to reflect a variety of priorities, such as taking advantage of funding opportunities or shifting restoration to different locations. Similarly, shortfalls in funding can be accommodated by scaling back or modifying activities.

VI. Acknowledgements

When issuing statements, press releases, printed materials or other items describing any aspect of activities supported in whole or in part with funds provided under this contract, SNWA will ensure that the Nevada Division of Environmental Protection and the USEPA are acknowledged.

VII. Deliverables

1. Two Wash Green-Up events, resulting in the revegetation of approximately 20-30 acres of habitat in the Las Vegas Wash and increased community awareness and understanding
2. Implementation of Mabel Hoggard Field Trip Program.
3. Run a variety of Public Service Announcements (PSAs) all with the shared theme of non-point source pollution prevention.
4. Quarterly and annual reports[2] summarizing project accomplishments and activities.
5. Documentation supporting project expenditures and match amounts.
6. Final report detailing all activities and summary of activities, including evaluation of monitoring results and public outreach evaluation.
7. Other updates as requested by NDEP.

[2] To facilitate NDEP annual grant program reporting to and required by the US EPA, an Annual Project Report will be submitted to NDEP on or before July 15th in electronic format (MS WORD and/or MS Excel as appropriate). The Annual Report shall describe project activity during the previous 4 quarters (July through June) and shall include the following information:

1. A Summary of Progress made towards completion of the project; including:

    a. Project budget, scheduling status and forecasts (Under or over budget? Behind or ahead of schedule?).

    b. A description of any problems encountered during project implementation, and whether technical assistance is requested of NDEP, or if any contract amendments are anticipated to facilitate completion of the project.

    c. A description of how pollutant load reductions will be calculated.

    d. Pollutant load reductions thus far to include pounds of nitrogen and phosphorus, and tons of sediment captured.

    e. An updated estimate of Pollutant Load Reduction expected upon completion of the project, or upon completion of project tasks at the end of the calendar year for those projects with recurring, ongoing installations of Best Management Practices.

    f. A description of project successes, including photographs of project activities if appropriate.

    g. An assessment as to whether match requirements are being met in a timely fashion.

VIII. Project Timeline

Green-Up volunteer planting event

Fall 2013	Green-Up Event 1
Spring 2014	Green-Up Event 2

Public Service Announcements

Fall 2013 and Spring 2014	Broadcast public service announcements

Mabel Hoggard Math and Science Magnet School

Fall 2013	Field trip equipment replaced
December 2013-June 2014	Field trips

Monitoring

Ongoing through 6/30/14	Conduct water quality, biological, vegetation and wildlife monitoring Report results with analysis and evaluation of effectiveness of the program

Public Outreach Evaluation

Ongoing through 6/30/14	Assess response of public to outreach efforts Report results with analysis and evaluation of effectiveness of the program

IX. Detailed Project Budget

Detailed Project Budget: Initiatives to Reduce Non-Point Source Pollution in Southern Nevada, 2013

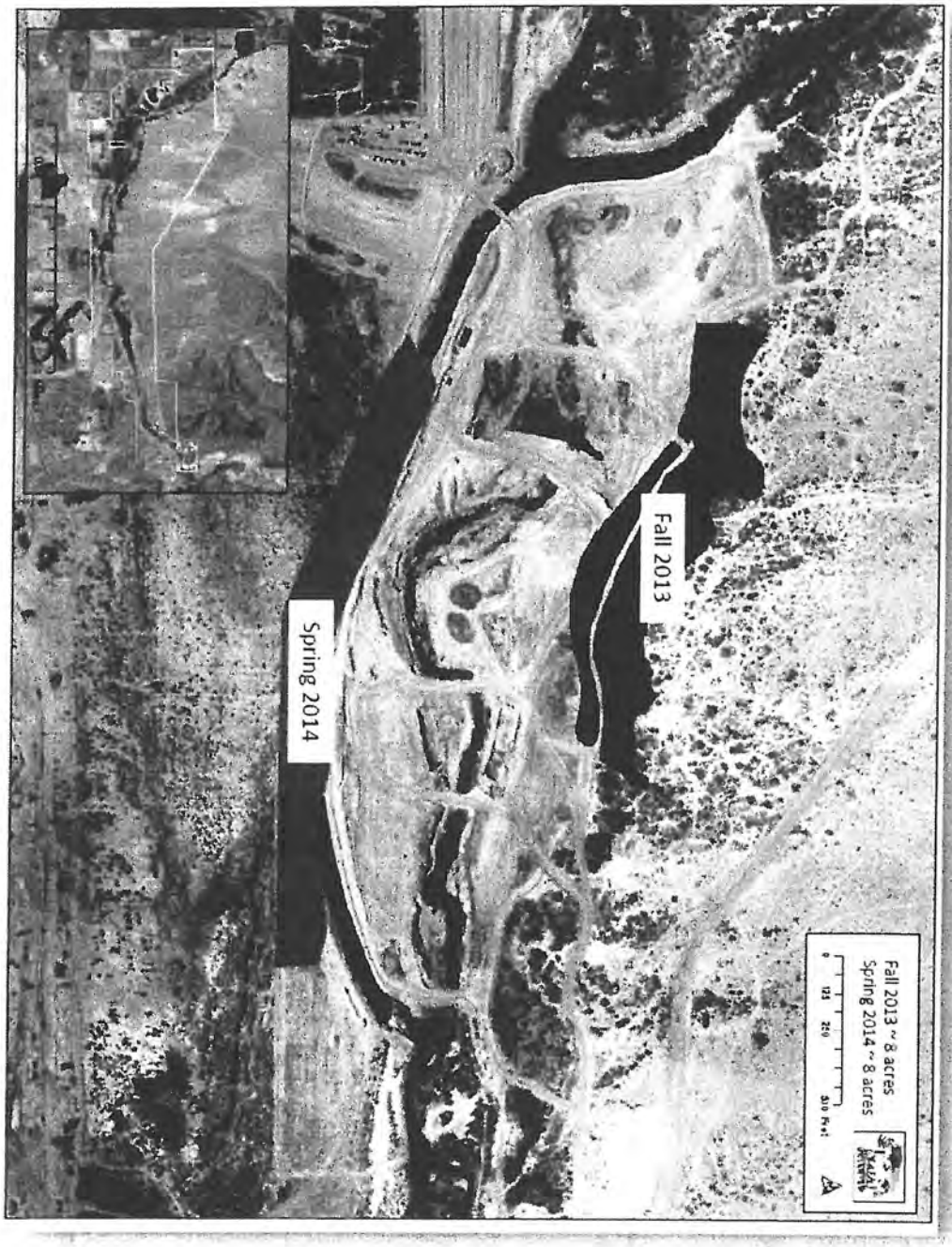
Division #s:	44
Subgrant Control #	DEP S 13-016
SubGrantee:	Southern Nevada Water Authority
SubGrantee Contact:	Flanagan, Kathy
NDEP Contract Monitor:	Kiel, Jon Paul

Contract Award: $40,500.00

REIMBURSIBLE EXPENDITURE BREAK-OUT - 319(h) FUNDS

Task	319(h)	Match - Cash	Match - Inkind	Project Totals
Grant Administration: Staff Salary		$653.00		$653.00
Green-Up Event Supplies	$17,500.00			$17,500.00
Green-Up Event Volunteer Lunch	$10,000.00			$10,000.00
Green-Up Event Volunteer Labor			$40,000.00	$40,000.00
Green-Up Event Staff Salaries		$7,802.00		$7,802.00
PSA Airtime	$10,000.00	$15,000.00		$25,000.00
Mabel Hoggard Equipment Costs	$500.00			$500.00
Mabel Hoggard Field Trip Costs	$2,500.00			$2,500.00
Mabel Hoggard Field Trip Staff Salaries		$7,482.00		$7,482.00
Staff Fringe Benefits at 60.85%		$9,515.00		$9,515.00
Sub-Totals	**$40,500.00**	**$40,452.00**	**$40,000.00**	**$120,952.00**

X. Project Location Map, Green-Up Areas



ATTACHMENT B:
ADDITIONAL AGENCY TERMS & CONDITIONS
SUBGRANT CONTROL #DEP-S 13-016, SNWA

1. The Nevada Division of Environmental Protection shall pay no more compensation that the federal Executive Service Level 4 (U.S. Code) daily rate (exclusive of fringe benefits) for individual consultants retained by the Subgrantee or by the Subgrantee's contractors or subcontractors. This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is **$74.50** per hour.

2. ***NDEP shall only reimburse the Subgrantee for actual cash disbursed.*** Original invoices (facsimiles are not acceptable) must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except at the end of the fiscal year of the State of Nevada (June 30th), at the expiration date of the grant, or the effective date of the revocation of the Subgrant, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date. Failure of the Subgrantee to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Subgrantee shall provide with each invoice a detailed fiscal summary that includes the approved Subgrant budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Subgrantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Subgrant amount.

3. The Subgrantee shall, as part of its approved scope of work and budget under this Subgrant, provide third party match funds of not less than: **$80,452.00**. If match funds are required, the Subgrantee shall comply with additional record-keeping requirements as specified in 40 CFR 31.24 and Attachment **C** (Third Party Match Record-Keeping Requirements) which is attached hereto and by this reference is incorporated herein and made part of this Subgrant.

4. Unless otherwise provided in Attachment A (Scope of Work), the Subgrantee shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.

5. All payments under this Subgrant are contingent upon the receipt by NDEP of sufficient funds, necessary to carry out the purposes of this Subgrant, from either the Nevada Legislature or an agency of the United States. NDEP shall determine if it has received the specific funding necessary for this Subgrant. If funds are not received from either source for the specific purposes of this Subgrant, NDEP is under no obligation to supply funding for this Subgrant. The receipt of sufficient funds as determined by NDEP is a condition precedent to NDEP's obligation to make payments under this Subgrant. Nothing in this Subgrant shall be construed to provide the Subgrantee with a right of payment over any other entity. If any payments that are otherwise due to the Subgrantee under this Subgrant are deferred because of the unavailability of sufficient funds, such payments will promptly be made to the Subgrantee if sufficient funds later become available.

6. Notwithstanding the terms of paragraph 5, at the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the schedule stated in Attachment A.

7. Any funds obligated by NDEP under this Subgrant that are not expended by the Subgrantee shall automatically revert back to NDEP upon the completion, termination or cancellation of this Subgrant. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Subgrantee. The Subgrantee shall have no claim of any sort to such unexpended funds.

8. The Subgrantee shall ensure, to the fullest extent possible, that at least the "fair share" percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to organizations owned or controlled by socially and economically disadvantaged individuals (Minority Business Enterprise (MBE) or Small Business Enterprise (SBE)), women (Women Business Enterprise (WBE)) and historically black colleges and universities.

	MBE/SBE	WBE
Construction	12%	10%
Services	07%	25%
Supplies	13%	28%
Equipment	11%	23%

The Subgrantee agrees and is required to utilize the following seven affirmative steps:

a. Include in its bid documents applicable "fair share" percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the "fair share" percentages;
b. Include qualified Small Business Enterprises (SBEs) Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) on solicitation lists;
c. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
d. Divide total requirements, when economically feasible, into small tasks or quantities to e. permit maximum participation of SBEs, MBEs, and WBEs;
e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.

9. The Subgrantee shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Subgrant is in effect and within fifteen (15) calendar days after the termination date of this Subgrant.

10. The books, records, documents and accounting procedures and practices of the Subgrantee or any subcontractor relevant to this Subgrant shall be subject to inspection, examination and audit by the State of Nevada, the Division of Environmental Protection, the Attorney General of Nevada, the Nevada State Legislative Auditor, the federal or other funding agency, the Comptroller General of the United States or any authorized representative of those entities.

11. All books, reports, studies, photographs, negatives, annual reports or other documents, data, materials or drawings prepared by or supplied to the Subgrantee in the performance of its obligations under this Subgrant shall be the joint property of both parties. Such items must be retained by the Subgrantee for a minimum of three years from the date of final payment by NDEP to the Subgrantee, and all other pending matters are closed. If requested by NDEP at any time within the retention period, any such materials shall be remitted and delivered by the Subgrantee, at the Subgrantee's expense, to NDEP. NDEP does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, report or product of any kind that the Subgrantee may disclose or use for purposes other than the performance of the Subgrantee's obligations under this Subgrant. For any work outside the obligations of this Subgrant, the Subgrantee must include a disclaimer that the information, report or products are the views and opinions of the Subgrantee and do not necessarily state or reflect those of NDEP nor bind NDEP.

12. Unless otherwise provided in Attachment A, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Subgrant, the Subgrantee shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency. The Subgrantee will insure that NDEP is given credit in all official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.

13. Unless otherwise provided in Attachment A, all property purchased with funds provided pursuant to this Subgrant is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Subgrant or after the conclusion of the use of the property for the purposes of this Subgrant during its term, be returned to NDEP at the Subgrantee's expense.

Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Subgrantee shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Subgrant purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Subgrantee, NDEP may elect to terminate the Subgrant and to have the property immediately returned to NDEP by the Subgrantee at the Subgrantee's expense. To the extent authorized by law, the Subgrantee shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Subgrantee or the Subgrantee's agents or employees or any subcontractor or their agents or employees.

14. The Subgrantee shall use recycled paper for all reports that are prepared as part of this Subgrant and delivered to NDEP. This requirement does not apply to standard forms.

15. The Subgrantee, to the extent provided by Nevada law, shall indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Subgrant by the Subgrantee or the Subgrantee's agents or employees or any subcontractor or their agents or employees. NDEP, to the extent provided by Nevada law, shall indemnify and save and hold the Subgrantee, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Subgrant by NDEP or NDEP's agents or employees.

16. The Subgrantee and its subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the work plan (Attachment A). The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.

17. This Subgrant shall be construed and interpreted according to the laws of the State of Nevada and conditions established in OMB Circular A-102. Nothing in this Subgrant shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this Subgrant shall be brought in the First Judicial District Court of the State of Nevada. The Subgrantee and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Subgrant, including all federal and state accounting procedures and requirements established in OMB Circular A-87 and A-133. The Subgrantee and any of its subcontractors shall also comply with the following:

a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA
b. 40 CFR Part 29 - Intergovernmental Review Of EPA Programs And Activities.
c. 40 CFR Part 31 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
d. 40 CFR Part 32 - Governmentwide Debarment And Suspension (Nonprocurement) And Governmentwide Requirements For Drug-Free Workplace (Grants);
e. 40 CFR Part 34 - Lobbying Activities;
f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
g. The Hotel And Motel Fire Safety Act of 1990.

18. The Subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Subgrant without the prior written consent of NDEP.

ATTACHMENT C
To the Subgrant between
Nevada Division of Environmental Protection
and
DEP # 13-016, Southern Nevada Water Authority

THIRD PARTY MATCH RECORD-KEEPING REQUIREMENTS

A. If not included in the budget submitted in Attachment A of the contract, the Subgrantee shall provide to the Nevada Division of Environmental Protection (NDEP) a detailed match budget clearly distinguishing between cash and non-cash (in-kind) contributions, prior to submittal of the first invoice.

B. With each invoice, the Subgrantee shall submit a detailed match schedule that includes: (1) the total match budget; (2) match expenditures for the current period; (3) cumulative match expenditures; and (4) balance remaining. Cash and in-kind expenditures must be identified separately

C. The Subgrantee shall establish a file dedicated to this contract that includes the following:

1. For any declared in-kind contributions:
   (a) An itemized listing of each employee's hourly rate, including the justification for the rate such as the current "Prevailing Wage Rates for Nevada Counties", NRCS cost-share rates, etc.
   (b) A Fringe Benefit detail and explanation.
   (c) A copy of an approved Overhead/Indirect Cost Allocation Plan.
   (d) An itemization of per diem rates, equipment rental/usage rates, etc.
   (e) Copies (or originals) of timesheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
   (f) Copies (or originals) of logs/schedules for equipment usage.
   (g) Signed statements noting fair market value for in-kind donations of materials or supplies.

2. For any declared cash contributions,
   (a) An itemization of each employee's hourly rate including fringe benefits, overhead, and indirect cost.
   (b) An itemization of per diem rates, equipment rental/usage rates, etc.
   (c) Copies (or originals) of timesheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
   (d) Copies (or originals) of logs/schedules for equipment usage.
   (e) Copies (or originals) of invoices for materials, supplies, equipment, etc.

D. The Subgrantee agrees and acknowledges that:

1. Neither the costs nor the values of third party match contributions being used to satisfy the match requirements of the attached contract have been or will be used to satisfy a cost share or match requirement of another federal grant agreement, federal procurement contract, or any other award of federal funds.

2. Third-party match contributions or expenditures must be made within the effective dates of:
   October 01, 2012 through June 30, 2014.

3. All financial records, including match documentation, relevant to this project shall be retained by the Subgrantee for three years from the date of final payment by NDEP to the Subgrantee, and all other pending matters are closed.

4. Reported match contributions deemed inappropriate or unreasonable during the invoice review process may be disallowed.

5. NDEP may, at any time, audit the Subgrantees contract files to ensure compliance with the Third Party Match Record-Keeping Requirements. Reported match contributions deemed inappropriate or unreasonable during an audit may be disallowed.

6. NDEP may require the Subgrantee to repay any funds provided to the Subgrantee under the attached contract that the Subgrantee is unable to match or provide adequate documentation for the reported match.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

February 21, 2013

Subject: Agreement	**Director's Backup**
Petitioner: Philip D. Speight, Deputy General Manager, Administration	

Recommendations:
That the Board of Directors approve the Renewal of Service Agreement For Long-Term, Firm Point-To-Point Transmission Service between Nevada Power Company, doing business as NV Energy, and the Authority to allow for transmission capacity from the Silverhawk Generating Station through the Harry Allen Substation to the Mead Substation for an additional five years.

Fiscal Impact:
The monthly transmission cost will continue to be based on NV Energy's Open Access Transmission Tariff rate, which is anticipated to be approximately $262,500, and which is part of the operating budget and included in the wholesale water delivery charge.

Background:
On June 21, 2007, the Board of Directors approved the renewal of the Service Agreement for Long-Term Firm Point-To-Point Transmission Service between Nevada Power Company, doing business as NV Energy, and the Authority for a five-year term beginning July 30, 2008, with a termination date of July 31, 2013, which was subsequently extended through April 30, 2014.

Consistent with NV Energy, Inc. Operating Companies Open Access Transmission Tariff, Section 2.2, Reservation Priority for Existing Firm Service, the Authority is notifying NV Energy of its intention to renew long-term firm point-to-point transmission service under Service Agreement 101B to allow for transmission capacity from the Silverhawk Generating Station through the Harry Allen Substation to the Mead Substation for an additional five years, which will terminate on April 30, 2019.

This agreement is authorized pursuant to Section 5(f) and 6(j) of the SNWA 1995 Amended Cooperative Agreement and NV Energy's Open Access Transmission Tariff. The office of the General Counsel has reviewed and approved this agreement.

Respectfully submitted:

P Mulroy

Patricia Mulroy, General Manager
PM:PDS:SPK:cc
Attachments

AGENDA ITEM # 3

SOUTHERN NEVADA WATER AUTHORITY
100 City Parkway, Suite 700 • Las Vegas, NV 89106
MAILING ADDRESS: P.O. Box 99956 • Las Vegas, NV 89193-9956
(702) 862-3400 • snwa.com

February 21, 2013

Pat Englin
Director, Transmission Policy and Contracts
NV Energy
6100 Neil Road, Mail Station S3B40
P.O. Box 10100
Reno, Nevada 89520-0024

SUBJECT: RENEWAL OF SERVICE AGREEMENT FOR LONG-TERM FIRM POINT-TO-POINT TRANSMISSION SERVICE

Dear Ms. Englin:

By this letter, and consistent with the NV Energy, Inc. Operating Companies Open Access Transmission Tariff (OATT) Section 2.2, Reservation Priority for Existing Firm Service, Southern Nevada Water Authority (SNWA) is notifying you of its renewal of long-term firm point-to-point transmission service under Service Agreement 101B.

The end of the current term for Service Agreement 101B is April 30, 2014. Subsequently, SNWA will continue to take long-term firm point-to-point transmission service for another 5-year term of transaction that will terminate on April 30, 2019.

If you have any questions regarding this renewal, please contact Scott Krantz at 702-691-5240.

Sincerely,

Patricia Mulroy
General Manager

Service Agreement For Long-Term Firm Point-To-Point Transmission Service

1.0 This Service Agreement, dated as of December 12, 2002, is entered into, by and between Nevada Power Company ("Transmission Provider"), and Southern Nevada Water Authority, (SNWA) ("Transmission Customer").

2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.

3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.

4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on the actual termination date or such date as mutually agreed upon by the parties.

5.0 The Transmission Customer's renewal rights under this agreement shall be as specified in Section 2.2 of the Transmission Provider's Tariff as it may be amended from time to time in accordance with FERC policy. In addition, in order to assist the Transmission Provider in planning its system appropriately, the Transmission Customer will communicate with the Transmission Provider on a nonbinding basis regarding its assessment of whether it will renew this agreement as follows:

5.1 In the event the Transmission Customer signs a power sales contract that: (1) utilizes the transmission capacity provided for under this agreement, and (2) extends beyond this agreement's initial term, the Transmission Customer shall so notify the Transmission Provider (without identifying the parties to the power sales contract) and shall provide the Transmission Provider with the Transmission Customer's assessment of the likely impact of such contract on its intent to renew this agreement.

5.2 The Transmission Customer will on an annual basis, starting five years prior to the end of the initial term of this agreement, provide the Transmission Provider with a nonbinding statement of its current assessment of whether it will renew this agreement. The Transmission Customer will, on Transmission Provider's request, answer any reasonable questions the Transmission Provider has about such assessment; provided that the Transmission Customer shall not be obligated to provide any confidential market data to the Transmission Provider.

5.3 The Transmission Provider's transmission personnel shall treat as confidential and proprietary all information provided by Transmission Customer under this Section 5.0, and shall comply with FERC's affiliate regulations and other applicable provisions of Order No. 889, or any successor requirements, in its treatment of such information; provided that this Section 5.3 shall not prevent the Transmission Provider from providing information to FERC, the PUCN or any other agency of competent jurisdiction in accordance with applicable requirements of such agency or from compliance with any valid court order requiring the production of such information. The Transmission Provider shall give the Transmission Customer notice of any such agency request or court order so that the Transmission Customer may take any action deemed necessary by the Transmission Customer to protect the confidentiality of the requested information.

6.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

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

8.0 If any event occurs that will materially affect the time for completion of new facilities or the ability to complete them, Transmission Provider shall promptly notify the Transmission Customer. A technical meeting between the Parties shall be held to evaluate the alternatives available. If the Transmission Provider and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service cannot be provided out of existing capability under the conditions of Part II of the Tariff, the obligation to provide the requested Firm Point-To-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned with interest pursuant to Commission regulations 35.19a(a)(2)(iii). However, the Transmission Customer shall be responsible for all prudently incurred costs by the Transmission Provider through the time construction was suspended.

Transmission Provider:

Director, Regional Transmission
Nevada Power Company
P.O. Box 230
Las Vegas, NV 89151

Transmission Customer:

Southern Nevada Water Authority
1900 E. Flamingo Rd.
Suite 170
Las Vegas, NV 89119

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

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

Transmission Provider:

By: [signature] (Name) Executive Director (Title) 12/12/02 (Date)

Transmission Customer:

By: Amanda M. Cyphers (Name) SNWA Chair (Title) 12-5-02 (Date)

Specifications For Long-Term Firm Point-To-Point Transmission Service

1.0 Term of Transaction: 5 Year(s)

Start Date: 07-31-03

Termination Date: 07-30-08

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

125 MW from Harry Allen 500 kV Substation in Nevada Power Company's Control Area to Mead 230 kV Substation.

3.0	Point of Receipt	Delivering Party
	Harry Allen 500 kV Substation	Southern Nevada Water Authority

4.0	Point of Delivery	Receiving Party
	Mead 230 kV Substation	Market

5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity): 125 MW

6.0 Designation of party(ies) subject to reciprocal service obligation: None

7.0 Name(s) of any Intervening Systems providing transmission service: None

8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge: $1.21/kW-mo.

8.2 System Impact and/or Facilities Study Charge(s): Pending finalization, $30,000 deposit in place. Reliant - Arrow Canyon will be responsible for the final actual costs.

8.3 Direct Assignment Facilities Charge: None under this TSA. However, Direct Assignment Facilities will be required to provide the associated interconnection and are defined in the Interconnection & Operation Agreement.

8.4 Ancillary Services Charges: As negotiated in the future or as defined in Interconnection and Operation Agreement.

8.5. Power Factor Requirements: As defined in Interconnection and Operation Agreement.

Unofficial FERC-Generated PDF of 20040318-0010 Issued by FERC OSEC 12/19/2003 in Docket#: EL03-209-000

Service Agreement For Long-Term Firm Point-To-Point Transmission Service

1.0 This Service Agreement, dated as of December 12, 2002, as amended on December 19, 2003, is entered into, by and between Nevada Power Company("Transmission Provider"), and Southern Nevada Water Authority (SNWA)("Transmission Customer").

2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.

3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.

4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on the actual termination date or such date as mutually agreed upon by the parties.

5.0 The Transmission Customer's renewal rights under this agreement shall be as specified in Section 2.2 of the Transmission Provider's Tariff as it may be amended from time to time in accordance with FERC policy. In addition, in order to assist the Transmission Provider in planning its system appropriately, the Transmission Customer will communicate with the Transmission Provider on a nonbinding basis regarding its assessment of whether it will renew this agreement as follows:

5.1 In the event the Transmission Customer signs a power sales contract that: (1) utilizes the transmission capacity provided for under this agreement, and (2) extends beyond this agreement's initial term, the Transmission Customer shall so notify the Transmission Provider (without identifying the parties to the power sales contract) and shall provide the Transmission Provider with the Transmission Customer's assessment of the likely impact of such contract on its intent to renew this agreement.

5.2 The Transmission Customer will on an annual basis, starting five years prior to the end of the initial term of this agreement, provide the Transmission Provider with a nonbinding statement of its current assessment of whether it will renew this agreement. The Transmission Customer will, on Transmission Provider's request, answer any reasonable questions the Transmission Provider has about such assessment; provided that the Transmission Customer shall not be obligated to provide any confidential market data to the Transmission Provider.

Unofficial FERC-Generated PDF of 20040318-0010 Issued by FERC OSEC 12/19/2003 in Docket#: EL03-209-000

5.3 The Transmission Provider's transmission personnel shall treat as confidential and proprietary all information provided by Transmission Customer under this Section 5.0, and shall comply with FERC's affiliate regulations and other applicable provisions of Order No. 889, or any successor requirements, in its treatment of such information; provided that this Section 5.3 shall not prevent the Transmission Provider from providing information to FERC, the PUCN or any other agency of competent jurisdiction in accordance with applicable requirements of such agency or from compliance with any valid court order requiring the production of such information. The Transmission Provider shall give the Transmission Customer notice of any such agency request or court order so that the Transmission Customer may take any action deemed necessary by the Transmission Customer to protect the confidentiality of the requested information.

6.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

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

Unofficial FERC-Generated PDF of 20040318-0010 Issued by FERC OSEC 12/19/2003 in Docket#: EL03-209-000

8.0 If any event occurs that will materially affect the time for completion of new facilities or the ability to complete them, Transmission Provider shall promptly notify the Transmission Customer. A technical meeting between the Parties shall be held to evaluate the alternatives available. If the Transmission Provider and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service cannot be provided out of existing capability under the conditions of Part II of the Tariff, the obligation to provide the requested Firm Point-To-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned with interest pursuant to Commission regulations 35.19a(a)(2)(iii). However, the Transmission Customer shall be responsible for all prudently incurred costs by the Transmission Provider through the time construction was suspended.

Transmission Provider:

Director, Regional Transmission
Nevada Power Company
P.O. Box 230
Las Vegas, NV 89151

Transmission Customer:

Southern Nevada Water Authority
1900 E. Flamingo Rd.
Suite 170
Las Vegas, NV 89151

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

10.0 This Service Agreement may be executed in counterparts, each one of which shall be deemed an original.

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

Transmission Provider:

By: _____ _____ _____
Name Title Date

Transmission Customer:

By: _____ _____ _____
Name Title Date

Unofficial FERC-Generated PDF of 20040318-0010 Issued by FERC OSEC 12/19/2003 in Docket#: EL03-209-000

8.0 If any event occurs that will materially affect the time for completion of new facilities or the ability to complete them, Transmission Provider shall promptly notify the Transmission Customer. A technical meeting between the Parties shall be held to evaluate the alternatives available. If the Transmission Provider and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service cannot be provided out of existing capability under the conditions of Part II of the Tariff, the obligation to provide the requested Firm Point-To-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned with interest pursuant to Commission regulations 35.19a(a)(2)(iii). However, the Transmission Customer shall be responsible for all prudently incurred costs by the Transmission Provider through the time construction was suspended.

Transmission Provider:

Director, Regional Transmission
Nevada Power Company
P.O. Box 230
Las Vegas, NV 89151

Transmission Customer:

Southern Nevada Water Authority
1900 E. Flamingo Rd.
Suite 170
Las Vegas, NV 89151

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

10.0 This Service Agreement may be executed in counterparts, each one of which shall be deemed an original.

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

Transmission Provider:

By: Carolyn Roman Transmission Executive 12-18-03
Name Title Date

Transmission Customer:

By: _____ _____ _____
Name Title Date

Unofficial FERC-Generated PDF of 20040318-0010 Issued by FERC OSEC 12/19/2003 in Docket#: EL03-209-000

Specifications For Long-Term Firm Point-To-Point Transmission Service

1.0 Term of Transaction: 5 Year(s)

Start Date: 05-1-04

Termination Date: 04-30-09

1.1 Notwithstanding Section 17.7 of the Tariff or any other provision of the Tariff, the Start Date and initial Term of Transaction specified in Section 1.0 shall not be extended or changed in any fashion without the written agreement of the Transmission Provider and Transmission Customer. Provided, however, that Transmission Customer shall retain its full rollover rights and queue position.

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

125 MW from Harry Allen 500 kV Substation in Nevada Power Company's Control Area to Mead 230 kV Substation.

3.0	Point of Receipt	Delivering Party
	Harry Allen 500 kV Substation	**Southern Nevada Water Authority**

4.0	Point of Delivery	Receiving Party
	Mead 230 kV Substation	**Market**

5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity): 125 MW

6.0 Designation of party(ies) subject to reciprocal service obligation: None

7.0 Name(s) of any Intervening Systems providing transmission service: None

Unofficial FERC-Generated PDF of 20040318-0010 Issued by FERC OSEC 12/19/2003 in Docket#: EL03-209-000

8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge: $1.21/kW-mo.

8.2 System Impact and/or Facilities Study Charge(s): Pending finalization, $30,000 deposit in place. Reliant - Arrow Canyon will be responsible for the final actual costs.

8.3 Direct Assignment Facilities Charge: None under this TSA. However, Direct Assignment Facilities will be required to provide the associated interconnection and are defined in the Interconnection & Operation Agreement.

8.4 Ancillary Services Charges: As negotiated in the future or as defined in Interconnection and Operation Agreement.

8.5. Power Factor Requirements: As defined in Interconnection and Operation Agreement.

9.0 The Transmission Customer shall make payments (the "Extension Payments") to compensate the Transmission Provider for extending the Start Date from July 31, 2003 to May 1, 2004. These Extension Payments shall be $46,022/month, and shall be made for each month from August 2003 through April 2004. The Transmission Provider shall invoice the Transmission Customer for the Extension Payments on a monthly basis based on the billing provisions set out in the Tariff. The Transmission Customer shall not be obligated to make any other payment to the Transmission Provider for its extension, notwithstanding the currently effective provisions of Section 17.7, any amendments thereto or any other provision of the Tariff.

10.0 The Transmission Customer will receive transmission credits during the extension period that may be applied against all point-to-point transmission uses by the Transmission Customer from January 1, 2004, through April 30, 2004, orginating at the Point of Receipt. No credits will be provided for imbalance or other ancillary services charges or for transmission under a Network Customer's existing transmission rights. No credits shall be provided under this settlement applicable to any transmission service that the Transmission Provider provides after April 30, 2004.

10.1 The amount of the credits shall be as follows:

(A) The Transmission Customer shall initially receive 91,250 MW-hours of transmission service credits. These credits shall be reduced as they are used as provided in Section 10.2 below.

Unofficial FERC-Generated PDF of 20040318-0010 Issued by FERC OSEC 12/19/2003 in Docket#: EL03-209-000

(B) The Transmission Provider shall post the availability of the Transmission Customer's transmission capacity on its OASIS. The Transmission Customer's credits will be increased to the extent that posted capacity is resold, in such amounts as described in Section 10.2.

(C) The Transmission Customer may freely exchange transmission credits with Pinnacle West Energy Corporation ("Pinnacle West")by providing written notice to the Transmission Provider. The Transmission Provider shall be entitled to rely upon any such notice, and the Transmission Customer shall assume all liability in the event that Pinnacle West later disputes the Transmission Customer's authority to provide such notice or otherwise claims an entitlement to the credits that are the subject of the notice.

10.2 Transmission credits for point-to-point transmission uses by the Transmission Customer originating at the Point of Receipt will be reduced, and transmission service credits for posted capacity that is resold shall be increased, as follows: For an hourly reservation, transmission service credits shall be equal to 1 hour times the reserved capacity. For a daily reservation, transmission service credits shall be equal to 24 hours times the reserved capacity. For weekly service, transmission service credits shall be equal to 168 hours times the reserved capacity. For monthly reservations, transmission service credits shall be equal to 730 hours times the reserved capacity.

10.3 In billing the Transmission Customer for each of the months in which the transmission credits apply, the Transmission Provider shall provide the Transmission Customer with an accounting of the amount of transmission credits used and obtained in that month, as well as the amount of transmission credits that are remaining.

SOUTHERN NEVADA WATER AUTHORITY
100 City Parkway, Suite 700 • Las Vegas, NV 89106
MAILING ADDRESS: P.O. Box 99956 • Las Vegas, NV 89193-9956
(702) 862-3400 • snwa.com

COPY

April 30, 2009

Chris Tomchuk
Director, Transmission Policy & Contracts
NV Energy
6100 Neil Road
P.O. Box 10100
Reno, Nevada 89520-0024

SUBJECT: REQUEST FOR ROLLOVER OF TRANSMISSION SERVICE AGREEMENT 101B

Dear Mr. Tomchuk:

On June 21, 2007, the Southern Nevada Water Authority (SNWA) made a written request to NV Energy to extend our long-term firm point-to-point transmission service (Transmission Service Agreement 101B) from Harry Allen to Mead through July 31, 2013.

We have been made aware that in order to implement that request, SNWA needs to make a new Transmission Service Request (TSR) on NV Energy's OASIS. Since our existing agreement extends through April 30, 2009, we will be making the new TSR for an additional 5 years, which will extend through April 30, 2014.

If there is any additional information you need, please let me know.

Sincerely,

Scott P. Krantz
Director, Energy Management

NVEnergy
nvenergy.com

Chris Tomchuk
Director, Transmission Policy & Contracts

6100 Neil Road • PO Box 10100 • Reno, NV 89520-0024 • 775/834-5876 Office • 775/834-3047 Fax • ctomchuk@nvenergy.com

April 30, 2009

Mr. Scott Krantz
Director of Energy Management
Southern Nevada Water Authority
1001 S Valley View Blvd
Las Vegas, NV 89153

Re: Request for Rollover of Transmission Service Agreement 101B

Dear Mr. Krantz:

By letter dated June 21, 2007, Southern Nevada Water Authority (SNWA) requested to rollover Transmission Service Agreement (TSA) 101B in the amount of 125 MW from Harry Allen 500 to Mead 230 for a term of five (5) years beginning July 30, 2008, and terminating on July 31, 2013. This request was submitted in accordance with Section 2.2 of Sierra Pacific Resources Open Access Transmission Tariff (OATT).

The June 21, 2007, letter requesting roll-over of TSA 101B referenced an incorrect termination date. By your letter of April 30, 2009, SNWA corrected this request to rollover TSA 101B in the amount of 125 MW from Harry Allen 500 to Mead 230 for a term of five (5) years beginning April 30, 2009, and terminating on April 30, 2014.

NV Energy accepts SNWA's request to rollover TSA 101B in the amount of 125 MW from Harry Allen 500 to Mead 230 for a term of five (5) years beginning April 30, 2009, terminating on April 30, 2014.

Please do not hesitate to contact me if you have any questions about the foregoing.

Thank you,

Chris Tomchuk

Chris Tomchuk
Director, Transmission Policy & Contracts
NV Energy

RECEIVED
MAY 04 2009
ENERGY MANAGEMENT

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

February 21, 2013

Subject: Agreement	**Director's Backup**
Petitioner: Philip D. Speight, Deputy General Manager, Administration	

Recommendations:
That the Board of Directors approve a professional services agreement between Laguna Productions and the Authority to film, produce, edit, and distribute the monthly *Water Ways* television show for an annual amount not to exceed $145,000, with the option to renew for five one-year periods at the same compensation level.

Fiscal Impact:
The required $145,000 is available in the Authority's Operating Budget.

Background:
One of the Authority's primary objectives is to educate the public about protecting our region's water resources. As a complement to extensive public outreach initiatives, the Authority utilizes the half-hour *Water Ways* program, which airs on government-access television channels 2 and 4, and Boulder City BCTV, to communicate water resource issues and messages to the public.

The videos are also prominently featured on the Authority's website and are used as instructional tools to help customers identify and repair leaks, and promote efficient watering practices – practices that contribute to the community's conservation goals. The program has been honored as an outstanding public service program by several professional communication organizations.

This agreement is authorized pursuant to NRS 332.115(1) and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agreement.

Respectfully submitted:

Patricia Mulroy, General Manager
PM:PDS:JAW:CZ
Attachments

AGENDA ITEM # 4

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	X Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group					
☐ MBE	☐ WBE	X SBE	☐ PBE	☐	☐
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		

Corporate/Business Entity Name:	Silent Canyon Productions, Inc.	
(Include d.b.a., if applicable)	Laguna Productions	
Street Address:	2708 S. Highland Dr.	**Website:** www.lagunaproductions.net
City, State and Zip Code:	Las Vegas, Nevada 89109	**POC Name and Email:** Douglas R. Momary doug@lagunaproductions.net
Telephone No:	702-731-5600	**Fax No:** 702-731-9342
Local Street Address:	N/A	**Website:** N/A
City, State and Zip Code:	N/A	**Local Fax No:** N/A
Local Telephone No:	N/A	**Local POC Name Email:** N/A
Number of Clark County, Nevada Residents Employed: 7		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the SNWA Board of Directors.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Douglas R. Momary	President / Creative Director	50%
Emily Jo Momary	CFO/ VP	50%

This section is not required for publicly-traded corporations.

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

   ☐ Yes X No (If yes, please note that SNWA employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

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

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

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the SNWA will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Douglas R. Momary
Signature

Douglas R. Momary
Print Name

President / Creative Director
Title

December 3, 2012
Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into this _____ day of _____, 2013, by and between LAGUNA PRODUCTIONS, hereinafter called "CONSULTANT," and the SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada, hereinafter called the "AUTHORITY," to include staff of the AUTHORITY acting within their designated authority. The CONSULTANT and the AUTHORITY are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

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. <u>SCOPE OF SERVICES</u>:

(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**, which is 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, the State of Nevada, 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 through February 28, 2014. The AUTHORITY reserves the right to extend this agreement for 5 one-year renewal options.

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 A** 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 shall not exceed one hundred forty-five thousand dollars ($145,000).

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 CONTRACTOR:

The relationship of the CONTRACTOR to the AUTHORITY hereunder shall be that of an independent contractor and not an agent or employee. The CONTRACTOR 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 CONTRACTOR shall be construed as making the AUTHORITY responsible for the manner in which the CONTRACTOR performs its Services or for any acts, errors or omissions of the CONTRACTOR. Such approvals are intended only to give the AUTHORITY the right to satisfy itself with the quality of Work performed by the CONTRACTOR.

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.

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9. CONFLICT OF INTEREST:

During the course of performance of this Agreement, the CONSULTANT will not 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.

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:

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 or passive, of the AUTHORITY, and its officers, employees or agents.

14. INSURANCE:

(a) General:

1. The CONSULTANT shall not commence any Work under this Agreement until the CONSULTANT obtains, at its own expense, all insurance as required in this section; however, failure to obtain all insurance shall not relieve the CONSULTANT of the obligation to achieve the schedule milestone dates as defined herein. The types of insurance to be obtained by the CONSULTANT are Workers' Compensation, Employers' Liability, Automobile Liability, Commercial General Liability, and Professional Liability as outlined in the following portions of this section.

2. The Workers' Compensation, Employers' Liability, and Automobile Liability insurance will be maintained in force for the full period of the Agreement.

3. These insurance provisions are in addition and cumulative to any other right of indemnification or contribution that the AUTHORITY may have in law, in equity, or otherwise and shall survive the completion of the project.

4. Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONSULTANT's total responsibility for payment of claims arising in whole or in part from the actions of a third party when such actions might be taken as a result of the CONSULTANT's operations under this Agreement.

5. At the time of executing this Agreement and before commencement of the Work, the CONSULTANT shall have delivered to the AUTHORITY certificates of insurance and endorsements that attest to the fact that the CONSULTANT has obtained the insurance as specified in this Agreement.

(b) Other Insurance:

1. All insurance provided by the CONSULTANT shall be considered primary with respect to the AUTHORITY's insurance, and any similar insurance maintained by the AUTHORITY shall be considered excess and non-contributory.

2. The CONSULTANT's Workers' Compensation insurance shall be written with a property and casualty insurance company admitted to do business in the State of Nevada and rated A- or better and Class V or higher of financial size category in the current issue of Best's Key Rating Guide.

3. The CONSULTANT's Automobile Liability and Commercial General Liability shall be written with property and casualty insurance companies admitted to do business in the State of Nevada and rated A- or better and Class VIII or higher of financial size category in the current issue of Best's Key Rating Guide.

4. In the event any of the CONSULTANT's insurance companies are not admitted to write business in the state of Nevada, then the CONSULTANT will

furnish evidence of insurance with insurance companies that are rated A- or better and Class IX or higher of financial size category in the current issue of Best's Key Rating Guide for each coverage written with a non-admitted carrier.

5. The Certificate of Insurance and related endorsements must be satisfactory to the AUTHORITY as to form and content and must comply with all insurance requirements as set forth herein, or the certificate and endorsements may be rejected and thereby, at the option of the AUTHORITY, render this Agreement cancelable.

6. All endorsements are to be dated, reflect the name of the insurance company, the type of insurance, and the policy number; be executed by a duly authorized representative of the insurance company; and be attached to the certificate.

7. The full legal operating names of the CONSULTANT and insurance carrier shall be properly shown where applicable.

8. The cancellation section of the certificate is to be amended to provide 30-day written notice of cancellation and initialed by the Agent.

9. By endorsement (I.S.O. Forms CG 20 10 07 04 and CA 20 48 02 99, or equivalent), the AUTHORITY shall be included as an additional insured under the Commercial General Liability and Automobile Liability insurance policies as to bodily injury, sickness, disease, or death, personal injury, damage to or destruction of the property or persons which may arise out of or in connection with activities under the Agreement. The CONSULTANT's insurance shall be primary with respect to the

additional insureds; any insurance coverage maintained by the AUTHORITY shall be in excess of the CONSULTANT's insurance and non-contributing.

10. By endorsement (I.S.O. Form CG 24 04 10 93 or its equivalent), the CONSULTANT's Commercial General Liability, Automobile Liability and Workers' Compensation Insurance carriers shall waive their transfer rights of recovery (Waiver of Subrogation) against the AUTHORITY, its members and affiliated companies, successors or assignees, including their directors, officers, and employees individually and collectively.

11. The additional insured and waiver of subrogation endorsements shall read as follows:

> *The Southern Nevada Water Authority, its members, and affiliated companies, successors, or assigns, including their directors, officers, and employees individually and collectively, when acting within the scope of their employment.*

12. If the CONSULTANT fails to procure and/or maintain insurance set forth herein, in addition to other rights or remedies, the AUTHORITY shall have the right, if the AUTHORITY so chooses, to procure and/or maintain the said insurance for and in the name of the CONSULTANT with the AUTHORITY as an Additional Insured, and the CONSULTANT shall pay the cost thereof and shall furnish all necessary information to make effective and/or maintain such insurance. In the event the CONSULTANT fails to pay the cost, the AUTHORITY hereby has the right to offset any premiums from the compensation set forth in this Agreement and directly pay for such coverage.

13. With respect to any and all insurance required under this Agreement, the deductible shall not exceed $50,000, unless otherwise agreed to by the AUTHORITY or the AUTHORITY'S Risk Management Division.

(c) 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.

4. The CONSULTANT shall procure and maintain Employers' Liability Insurance with limits as set forth in paragraph 12 (h).

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(d) Commercial General Liability Insurance:

The CONSULTANT shall procure and maintain Commercial General Liability insurance coverage. The coverage under this policy shall include, but not be limited to, commercial general liability, protective liability, blanket contractual liability, and broad-form property damage. The Commercial General Liability Insurance policy shall be written for limits as outlined under paragraph 12 (h). The amount of coverage shall apply to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons that may arise out of or in connection with the activities under this Agreement.

(e) Automobile Liability Insurance:

The CONSULTANT shall procure and maintain, at its own expense, automobile liability insurance limits as outlined in paragraph 12 (h), written on a combined-single-limit basis for bodily injury and property damage including all owned, leased, hired, or non-owned motorized vehicles and apparatus and shall indicate these coverages on the certificate.

(f) It is the CONSULTANT's sole responsibility to ascertain that the aforementioned insurance requirements are fulfilled. In the event they are not, the CONSULTANT shall not be relieved of their duty to perform, indemnify, defend, and hold harmless the AUTHORITY and all others concerned herein, nor shall the AUTHORITY and all concerned herein be liable to the CONSULTANT or any others in the event the CONSULTANT's insurance, as accepted by the AUTHORITY, fails to meet the full requirements herein.

(g) Insurance Limits

Value of Contract	Coverage	Limits of Liability
$100,000 to $999,999	General Liability	$1,000,000/per occurrence $2,000,000/aggregate
	Automobile Liability	$1,000,000/per occurrence
	Workers' Compensation	Statutory
	Employers' Liability	$100,000
$25,000,000 and over	Coverage and limits to be negotiated.	

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 on 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. 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 sole property of the AUTHORITY. All copyrights thereto, except those developed outside the Services performed by the CONSULTANT under this Agreement, shall be or become the property of the AUTHORITY. 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.

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.

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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.

26. VENUE:

The Parties agree that venue for any dispute arising from the terms of this Purchase Agreement shall be Clark County, Nevada.

27. ATTORNEYS FEES:

Except as otherwise set forth in this Purchase Agreement, the Parties shall bear their own attorneys' fees and costs incurred in resolving the claims, as well as on the preparation of this Purchase Agreement. In the event that any Party commences an action to enforce or interpret this Purchase Agreement, or for any other remedy based on or arising from this Purchase Agreement, the prevailing party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred. For the purposes of this provision, the "prevailing party" shall be that party which has been successful with regard to the main issue, even if that Party did not prevail on all issues.

28. 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.

29. 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.

30. CAPTIONS:

The captions contained in this Agreement are for reference only and in no way to be construed as part of this Agreement.

31. 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.

32. 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, are merged in this Agreement and shall be of no further force or effect.

33. 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:

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To CONTRACTOR:	Laguna Productions 2708 S. Highland Dr. Las Vegas, NV 89109 Attention: Doug Momary doug@lagunaproductions.net 702-731-5600 (phone) 702-731-9342 (fax)
To AUTHORITY:	Southern Nevada Water Authority 1001 S. Valley View Blvd. Las Vegas, NV 89153 Attention: Lisa Riess lisa.riess@lvvwd.com 702-822-8577 (phone) 702-258-7146 (fax)

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.

LAGUNA PRODUCTIONS

By 2/11/13
Doug Momary Date
President/Creative Director
Laguna Productions

SOUTHERN NEVADA WATER AUTHORITY

By
Patricia Mulroy Date
General Manager

Approved as to form:

Brian Chally, Director Legal Services

EXHIBIT A

SCOPE OF SERVICES

LAGUNA PRODUCTIONS shall shoot and edit a monthly half-hour television program on behalf of THE AUTHORITY. This contract shall include a total of 12 shows per year, billable in an amount not to exceed $145,000 annually or $24,000 bi-monthly.

Included in the scope of work to be performed is shooting and editing the show segments, including, but not limited to, graphic design and animation when necessary. The Water Ways producer will set the monthly production schedule in cooperation with LAGUNA PRODUCTIONS. It is expected that each half-hour program will require two-and-a-half to three full days of field shooting and three full days of editing.

The AUTHORITY owns rights to all footage, will obtain raw footage upon completion of each episode and retain full ownership of the program.

RATES AND FEES

The cost of each episode will average $12,000.00, billable in advance in bi-monthly payments, totaling approximately $24,000. The compensation includes graphic updates, computer animation, special video shoots of important events not covered during the regular production schedule, as well as DVD duplication and editing of electronic files for archival of High Definition segments. The total compensation for this agreement will not exceed $145,000.00.

The following are the identified components for which LAGUNA PRODUCTIONS will provide services:

Show Taping

Filming includes: lights, camera, crew, audio, teleprompter, interviews, creative directing and consultation based on show outline and scripts as approved by the AUTHORITY. The budget will include 2-3 days of shooting, 2-3 days of logging footage and 3-4 days of editing.

Post-Production

LAGUNA PRODUCTIONS will edit 4-6 segments per episode for review by the AUTHORITY. Editing requires 3-4 days near the end of the month.

Video Duplication and Archival

LAGUNA PRODUCTIONS will burn 10-15 DVDs per episode, based on the AUTHORITY'S distribution needs, and will copy HD electronic files to a hard-drive provided by the AUTHORITY for archival purposes. LAGUNA PRODUCTIONS will archive master copies of each episode and deliver a finished format to Channels 2 & 4. The AUTHORITY will be responsible for all other distribution.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

February 21, 2013

Subject: Amended Las Vegas Wash Capital Improvements Plan	**Director's Backup**
Petitioner: Ronald E. Zegers, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors adopt the amended Las Vegas Wash Capital Improvements Plan dated February 21, 2013.	

Fiscal Impact:
None by approval of the above recommendation. Costs associated with specific projects will be identified and presented to the Board of Directors for consideration at future meetings.

Background:
The Board of Directors first approved the Las Vegas Wash Capital Improvements Plan (Wash CIP) on August 22, 2002, and last amended the Wash CIP on March 15, 2012. The 2002 Las Vegas Wash Cooperative Agreement requires that the plan be adopted, reviewed annually, and amended whenever necessary to meet the Authority's obligations to manage the Las Vegas Wash (Wash).

The attached amended Wash CIP identifies specific facilities planned for design and construction through fiscal year 2018-19. The proposed amended Wash CIP forecasts a total capital expenditure of $59,841,000 between 2013 and 2019 and represents a decrease of $7,953,000 over the previous plan forecast. The proposed amendment reflects adjustments in construction unit prices, projected facility construction costs, environmental mitigation requirements, and completion of previously planned projects.

The overall Las Vegas Wash Capital Improvements effort is now over 66 percent complete. Since the start of the program, the Authority has completed 16 of 22 planned gradient control weirs, installed approximately 10 miles of channel bank protection, revegetated over 225 acres of disturbed lands, and has recycled over 250,000 cubic yards of used concrete and rock rubble as part of the stabilization effort at the Wash.

This proposed amended Wash CIP was reviewed and approved by the Las Vegas Valley Watershed Advisory Committee at its January 9, 2013, meeting. This action is authorized pursuant to NRS 277.045 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this amended Wash CIP.

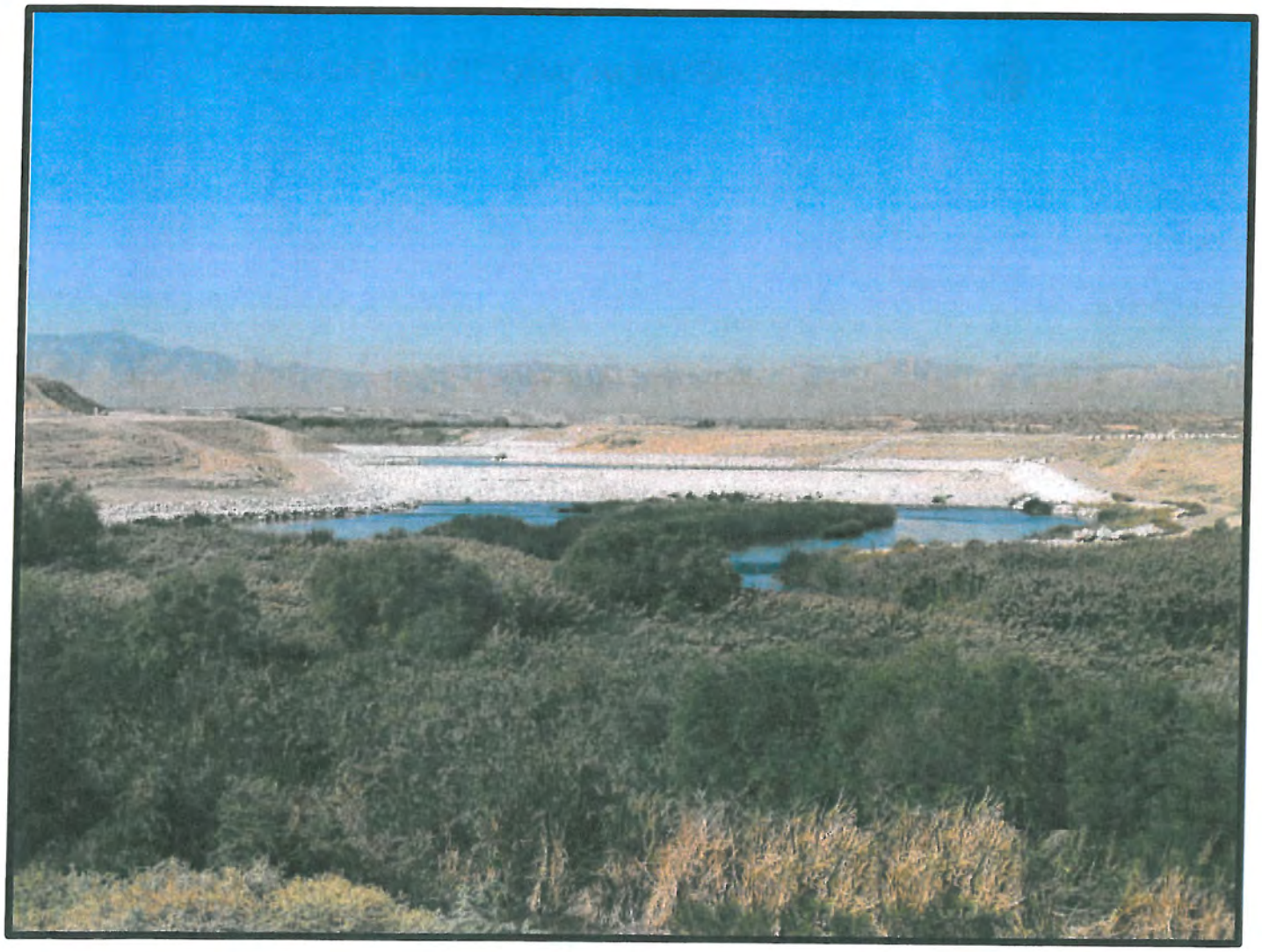
Respectfully submitted:

P Mulroy

Patricia Mulroy, General Manager
PM:RZ:MRJ:GAH:kjc
Attachment

AGENDA ITEM # 5

2013
Las Vegas Wash
Capital Improvements Plan



Southern Nevada Water Authority
February 21, 2013

Capital Improvements Plan

February 2013

SOUTHERN NEVADA WATER AUTHORITY™

Board of Directors

Shari Buck, City of North Las Vegas, Chair
Mary Beth Scow, Las Vegas Valley Water District, Vice Chair
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Las Vegas Wash
Capital Improvements Plan

1.0 Introduction

1.1 Purpose

The Lower Las Vegas Wash (Wash), in Clark County, Nevada, is the primary urban runoff, wastewater and floodwater outlet from the Las Vegas Valley into Lake Mead and the Colorado River. The Wash is considered a critical component in the many environmental and water resource issues facing Southern Nevada today. This Southern Nevada Water Authority Las Vegas Wash Capital Improvements Plan (Wash CIP) presents a summary of planned capital expense activities necessary to support long-term enhancement and management of the Wash.

1.2 Background

Since 1975, the Wash has undergone significant erosion and degradation due to increasing flows resulting from expanding upstream urbanization in the Las Vegas Valley. To combat the changes in the Wash, the Las Vegas Wash Coordination Committee (LVWCC), a 29-member interagency group of federal, state, and local agencies, and private interests, was formed and has developed a Comprehensive Adaptive Management Plan (CAMP). The SNWA Board of Directors approved the CAMP in April 2000.

Of 44 recommendations, the CAMP identifies erosion control and stream stabilization of the Wash as one of the highest recommended priority efforts. To accomplish this goal, in 2002, a Cooperative Agreement was signed between the local government agencies considered major stakeholders in the Wash. In 2012, the Cooperative Agreement was amended and retitled as the "First Amended Agreement Regarding the Las Vegas Valley Watershed Advisory Committee" (Amended Agreement). As described in the Amended Agreement, the Southern Nevada Water Authority (SNWA) has been designated by members of the agreement, as the lead agency to coordinate and manage the enhancement of the Wash. Among many assigned tasks, the SNWA is responsible for maintaining this Wash CIP.

The Amended Agreement establishes the Las Vegas Valley Watershed Advisory Committee to provide advice and consultation to SNWA on issues regarding this Wash CIP. Local government agency members of the Las Vegas Valley Watershed Advisory Committee, (LVVWAC) include:

- City of Las Vegas
- City of Henderson
- City of North Las Vegas
- Clark County
- Las Vegas Valley Water District
- Clark County Water Reclamation District
- Clark County Regional Flood Control District
- Southern Nevada Water Authority

2.0 Plan Scope

2.1 General Scope

This Wash CIP covers the geographical area of the Las Vegas Wash from the City of Las Vegas Wastewater Treatment Plant to the western boundary of the Lake Mead National Recreational Area. The Wash CIP is intended to describe all presently identified construction and construction support projects supporting the management and enhancement of the Wash. Project elements included in this Wash CIP include:

- Channel bed and bank stabilization;
- Revegetation; and
- Comprehensive programs.

The purpose of channel bed stabilization is to reduce channel bed erosion by slowing stream flow to less erosive conditions while providing a stable platform for vegetation re-establishment. Gradient control weirs or dams are planned for installation to accomplish the stabilization needs. Channel bank protection installations are planned to be completed as a part of channel bed stabilization projects, and focus on reducing the ability of Wash flows to undercut, erode and collapse channel banks. Capital

expenditures for bank protection will include installation of rock or concrete riprap armor and revegetation of stream banks, where appropriate.

Revegetation of the Wash channel bed, banks, disturbed overbank locations and floodplain areas will provide surface erosion protection, aid ecosystem restoration, support water quality goals and meet environmental permitting requirements. Revegetation activities may include wetlands or dry land revegetation, installation of temporary irrigation systems and establishment of vegetation protection measures.

Comprehensive programs include design and support activities serving multiple capital projects or the Wash as a whole. Activities under this element may include acquisition of rock and concrete materials for use as riprap, installation of construction access roads, location of materials storage sites, long term dust control practices, sediment and sediment transport studies, hydraulic studies, topographic mapping, water quality monitoring, stream gauging, and other supporting capital expense activities which are necessary to support construction efforts.

2.2 Facility Information

The following information pertaining to specific facilities is presented in this Wash CIP:

- General description and location of each planned facility;
- Anticipated construction schedules;
- Estimated cost of each proposed facility;
- Proposed funding mechanism(s) for each facility in the Work Plan;
- Total projected Wash CIP cost in current and midpoint dollars;
- Cash flow forecasts by year; and
- A list of SNWA operated and maintained facilities.

3.0 Organization

General information regarding the background, scope, approval process, current revenues, anticipated expenditures, prioritization, and funded Project Work Plan are presented in the Wash CIP report. Specific details defining anticipated projects, project costs, implementation schedules, prioritization analysis, and other information are included as appendices to this Wash CIP.

All identified, individual projects requiring expenditure of capital funds are described in the appendix as Candidate Projects to this CIP. A unique project number and letter designation and a location name describe each project. Channel bank protection and revegetation projects are named and project numbers are assigned with a letter designation which conforms to the name of the next downstream channel bed stabilization facility to which they are associated.

4.0 Plan Implementation

4.1 Cooperative Agreement

In 2002, SNWA entered into a Cooperative Agreement (Agreement) pertaining to the long term management and enhancement of the Las Vegas Wash with Clark County, City of Las Vegas, City of Henderson, City of North Las Vegas, Clark County Water Reclamation District, and Clark County Regional Flood Control District. The current Amended Agreement establishes roles and responsibilities for the above agencies in managing the Las Vegas Wash. The development, review, and update of this Wash CIP are identified in the Amended Agreement as a responsibility of the SNWA. The Amended Agreement further defines the contents of the Wash CIP as presented herein.

4.2 Annual Plan Review

The SNWA annually reviews, reaffirms, or revises the Wash CIP, as necessary to meet the goals and requirements of the Amended Agreement. In performing the annual review, the SNWA consults with the local agency stakeholders to the Wash through the Operations Study Team of the LVWCC and through the Las Vegas Valley Watershed Advisory Committee, (LVVWAC).

SNWA's consultation with local agency stakeholders and revisions to the Wash CIP focus upon current changes in priority, planning, design, cost, funding, and /or capital needs associated with the elements of the Wash CIP. Revisions to the Wash CIP reflect the elimination of capital items previously completed or revisions proposed by a party to the Amended Agreement and agreed to by the LVVWAC.

Upon revision by SNWA and approval by the LVVWAC, the annual Wash CIP update is submitted to the SNWA Board of Directors for review and action.

4.3 Funding Approval

As appropriate, SNWA prepares and submits Wash CIP funding agreements to the LVVWAC for review. Funding agreements prepared and submitted by SNWA may also define the process whereby entities other than the parties to the Agreement may either fund or contribute to the Wash CIP.

Subsequent to the LVVWAC's review of funding agreements, SNWA submits the funding agreements to each of the local governmental agencies comprising the LVVWAC for consideration and possible approval by their respective Governing Boards as a part of the individual Party's overall budgeting process.

5.0 Funding and Expenditures

5.1 Funding-To-Date

Sales Tax and Grant Funding: The Las Vegas Wash Capital Improvements Program has been partially funded through receipt of local sales tax revenues. The Las Vegas Wash currently receives a share of a ¼ cent sales tax allocated for funding water and wastewater projects in Clark County. The Las Vegas Wash has also received capital grant funding commitments from the Southern Nevada Public Lands Management Act (SNPLMA), for current and future projects.

Other Local Agency Funding: In addition to local sales tax revenues and SNPLMA grants, the Las Vegas Wash Capital Improvements Program has received funding or funding commitments from other local agencies through in-kind construction activities or direct funding to SNWA.

Interfund Loans: Periodically, projected, near-term capital expenses for construction of stabilization facilities in the Las Vegas Wash will exceed available cash on hand generated from sales tax and grant funding. In these cases, the Las Vegas Wash Capital Improvements Program will borrow money from SNWA's New Expansion Debt Service fund accounts, as available.

Funding and funding sources to-date are shown in Table 1 below:

Table 1
Funding-to-Date
1999 – 2012

Funding Source	Estimated Funding-to-Date	%
Sales Tax & Interest (Includes Estimated figures through December 2012)	$ 39,206,151	33.0
US Bureau of Reclamation Grants	$ 5,828,224	4.9
SNPLMA Funding	$ 35,092,395	29.5
Miscellaneous State and Federal Grants	$ 445,500	0.4
Other Local Agency Funding	$ 14,460,000	12.2
Interfund Borrowings	$ 23,823,089	20.0
Total:	**$ 118,855,359**	**100.0**

5.2 Expenditures

5.2.1 Expenditures-To-Date

From 1999 through December 2012, Las Vegas Wash Capital Improvements Program total expenditures have been as shown in Table 2 below. These expenditures include contributions by other stakeholder agencies for capital improvements to the Las Vegas Wash.

Other stakeholder agency expenditures have included: Clark County, design and construction of the Pabco Road Weir at approximately $4,700,000; Lake Las Vegas Resort, design and construction of the Fire Station Weir at approximately $63,000; SNWA Water CIP, design and construction of the Rainbow Gardens Weir as part of the East Valley Water Lateral crossing of the Las Vegas Wash, at approximately $7,238,000; and US Bureau of Reclamation construction activities.

Expenditures include repayment with interest, of funds borrowed from the New Expansion Debt Service fund account.

Capital construction expenditures to-date is shown in Table 2:

Table 2
Total Expenditures-to-Date
1999 - 2012

Program	Total Expenditures-to-Date	%
Channel Stabilization	$ 84,786,537	73.1
Revegetation	$ 1,416,438	1.2
Comprehensive Programs	$ 6,707,119	5.8
Interfund Borrowing Repayments	$ 22,227,068	19.2
Interfund Borrowing Interest Repayments	$ 767,986	0.7
Total:	**$ 115,905,148**	**100.0**

5.2.2 Future Expenditures

Current projections of future capital expenditures for the Wash CIP are detailed in the Construction Master Plan shown in Appendix C. Projected expenditures are shown in both current dollars and projected expenses, accelerated to future construction mid-point dollar is cost, based upon an estimated current 0% annual growth rate in 2013-14 and 3% thereafter. Funding commitments for individual projects will be based upon availability of funds at the time the commitment is made. Estimated capital expenditures are summarized in the table below.

Table 3
Projected Expenditures
2013-2019

Wash CIP Component	Projected Expenditures	%
Channel Stabilization	$55,767,270	93.2
Revegetation Programs	3,155,559	5.3
Comprehensive Programs	917,858	1.5
Total Projected Expenditures:	**$59,840,687**	**100.0**

6.0 Priority Assessment

The Operations Study Team of the LVWCC has developed a methodology for prioritization of each proposed gradient control and bank protection capital expenditure in the Wash. Rating factors utilized in establishing proposed project priorities are described in Appendix E of this plan.

Unless otherwise noted, bank protection capital investments will occur during implementation of the next downstream gradient control facility. Where severe bank erosion is occurring, stabilization may precede downstream gradient control implementation. Revegetation investments normally follow channel bed and bank stabilization, where practical. Unless otherwise noted, revegetation projects are planned for implementation following channel stabilization projects and are not shown in a separate priority evaluation within this Capital Improvements Plan.

Over the long-term life of the Wash CIP, priorities may change as need, funding, and other issues arise. Therefore SNWA, acting through the Operations Study Team and the LVVWAC, will annually review the prioritization schedule, evaluation criteria, proposed candidate project list, and available funding to assess current priorities. A summary of the criteria applied to assess prioritization, as developed by the Operations Study Team, and as approved by the LVVWAC are as follows:

- Upstream Stability
- System Relationship
- Water Quality Enhancement
- Recreational Opportunity
- Public Safety
- Regulatory Permitting Requirements
- Access
- Cost Avoidance
- Availability of Other Funding

Detailed descriptions of these criteria are found in Appendix F of this plan.

Annually, the SNWA staff calculates priority values for each proposed project based upon the prioritization criteria outlined herein. These values and proposed project rankings are then reviewed, discussed, and/or modified by the Operations Study Team

of the LVVWAC. Project activity is then scheduled, as much as practical, to follow priority rankings described in Appendix E. Issues such as land ownership, construction conflict, potential cost savings in grouping several projects together under a single construction contract, and similar issues may cause some projects of lower priority to be scheduled for construction in conjunction with higher priority projects.

After SNWA develops a proposed project implementation schedule, the draft priority and project rankings are submitted to the Operations Study Team of the Las Vegas Wash Coordination Committee for further review and/or modification. SNWA then publishes those findings in annual updates of the Wash CIP and submits the update to the LVVWAC and SNWA Board of Directors for review and action.

7.0 2013-14 Project Work Plan

The Project Work Plan presented in Appendix A, represents a series of projects scheduled for activity during the next two years and for which funding sources have been or are expected to be identified. Approximately forty percent (40%) of the 2013-14 project work plan will be funded through Southern Nevada Public Lands Management Act. The remaining funding for individual capital projects will come from revenues generated from sales taxes. Funding commitments for individual projects will be based upon availability of funds at the time the commitment is made. The Project Work Plan is a sub-set of the Construction Master Plan detailed in Appendix C.

The Project Work Plan budget is based upon current estimates of present cost and projected actual cost, accelerated to anticipated midpoints of design and construction period activities. Project costs may change depending upon final design configuration, modified design criteria, or construction prices at the time of construction bidding. Where construction cost estimates or bids exceed expected revenues at the scheduled time of construction, a project may be delayed to a future time when revenues become available. Where expenditures are found to be less than available funding, with LVVWAC approval, additional candidate projects may be incorporated into the Project Work Plan for implementation.

8.0 Ownership

The planned erosion control facilities lie within the boundaries of the Clark County Wetlands Park. Consistent with the Las Vegas Wash Amended Agreement, SNWA will transfer ownership to Clark County of stabilization facilities, including channel stabilization facilities, revegetated areas, and other facilities when deemed appropriate by the SNWA and Clark County.

9.0 Operations and Maintenance

In accordance with the Las Vegas Wash Amended Agreement, SNWA operates and maintains Wash facilities, including channel stabilization projects and revegetated areas described in this Wash CIP and Work Plan until such time that ownership is transferred to Clark County.

The SNWA conducts these activities in conformance with the Operations and Maintenance Plan for the Las Vegas Wash. Currently, SNWA's operations and maintenance activities are financed through assessments levied to individual LVVWAC member agencies, through the utilization of Bureau of Reclamation construction grant funding or through flood control maintenance funds allocated to SNWA by Clark County.

Appendix A
2013-14 Project Work Plan

2013 - 14 Work Plan Budget Allocation

Project No.	Project Title	Project Start Date	Project Finish Date	Mid-Point Cost 2013	2014	2015	2016	2017	Total Project Cost
	Design								
810K	Three Kids Weir	1/1/2013	1/26/2013	$ 12,800					$ 12,800
810U	Silver Bowl Weir	1/1/2013	4/27/2013	$ 8,000					$ 8,000
810Z	Archery Weir	1/1/2013	4/27/2013	$ 8,000					$ 8,000
810W	Sunrise Mountain Weir	9/1/2013	8/31/2014	$ 70,912	$ 141,243				$ 212,155
810C	Historic Lateral Weir Expansion	1/1/2014	12/31/2014		$ 114,814				$ 114,814
	Design, Total:			$ 99,712	$ 256,057				**$ 355,769**
	Construction								
810G	Duck Creek Confluence, Upper Narrows, & DU Wetlands No. 1 Weirs	1/1/2013	4/29/2013	$ 3,314,757					$ 3,314,757
810K	Three Kids Weir	7/1/2013	10/23/2014	$ 6,277,742	$ 10,098,977				$ 16,376,719
810U	Silver Bowl Weir	9/1/2013	12/29/2014	$ 2,925,634	$ 4,785,956				$ 7,711,590
810Z	Archery Weir	9/1/2013	12/29/2014	$ 3,081,858	$ 5,041,517				$ 8,123,375
	Construction, Total:			$ 15,599,991	$ 19,926,450				**$ 35,526,441**
	Revegetation								
880M	Homestead, Lower Narrows Weirs	1/1/2013	12/31/2013	$ 323,623					$ 323,623
880G	Duck Creek Confluence, Upper Narrows, & DU Wetlands No. 1 Weirs	7/1/2013	6/30/2015	$ 271,320	$ 538,216	$ 266,712			$ 1,076,248
880K	Three Kids Weir	9/24/2014	8/31/2016		$ 83,077	$ 306,295	$ 204,651		$ 594,023
880U	Silver Bowl Weir	11/1/2014	10/31/2016		$ 24,891	$ 148,937	$ 124,403		$ 298,231
880Z	Archery Weir	11/1/2014	10/31/2016		$ 24,891	$ 148,937	$ 124,403		$ 298,231
	Revegetation, Total:			$ 594,943	$ 671,075	$ 870,881	$ 453,457		**$ 2,590,356**
	Comprehensive Programs								
860P	Flood Repair Allocation	5/1/2013	10/28/2013	$ 278,162	$ 331,681				$ 609,843
860V	BOR Materials & Equipment	1/1/2014	12/31/2015		$ 52,015	$ 51,997			$ 104,012
890B	2013 Materials Transport	4/1/2013	3/31/2014		$ 75,934	$ 24,817			$ 100,751
890C	2014 Materials Transport	4/1/2014	3/31/2015		$ 77,819	$ 25,433			$ 103,252
	Comprehensive, Total:			$ 278,162	$ 537,449	$ 102,247			**$ 917,858**
Program Cost Summary									
	Design			$ 99,712	$ 256,057	$ -	$ -	$ -	$ 355,769
	Construction			$ 15,599,991	$ 19,926,450	$ -	$ -	$ -	$ 35,526,441
	Revegetation			$ 594,943	$ 671,075	$ 870,881	$ 453,457	$ -	$ 2,590,356
	Comprehensive Programs			$ 278,162	$ 537,449	$ 102,247	$ -	$ -	$ 917,858
	Total Program:			**$ 16,572,808**	**$ 21,391,031**	**$ 973,128**	**$ 453,457**	**$ -**	**$ 39,390,424**

Appendix B
Project Descriptions

Project Descriptions

Project Title:	Duck Creek Confluence, Upper Narrows, & DU Wetlands No. 1 Weirs	**Project Number:**	810G
		Project Status:	Construction

Project Description:

810G - Located at the confluence of Duck Creek and the Las Vegas Wash, this project will control approximately 11 vertical feet of headcut erosion. The facility is proposed to be a rock riprap structure, 650 feet long weir, 305 feet wide, and 11 feet high. **810X** - Located approximately 0.5 mile downstream of the Duck Creek confluence, designed as a rock riprap structure, this 650 foot long, 305 foot wide, 11 foot high structure is expected to control 11 vertical feet of erosion potential and act as a toe protection system for the Duck Creek Confluence Weir. **810V** - Located approximately 2,500 feet downstream of the Clark County Nature Center, this project is intended to stabilize the Wash channel bed and banks adjacent to the proposed Ducks Unlimited Wetlands Restoration project. The DU Wetlands No. 1 Weir will be approximately 270 feet in length, 372 feet in width and 13 feet in height. This Project is being funded by SNPLMA grants and sales tax revenues.

Project Title:	Historic Lateral Weir Expansion	**Project Number:**	810C
		Project Status:	Design

Project Description:

The existing Historic Lateral Weir was constructed as SNWA Project 910AR in 2000. This facility is located at the site of the first Las Vegas Valley Water Lateral crossing of the Las Vegas Wash. This 518 foot long, 9 foot high, rock riprap structure provides channel bed stabilization upstream to the Pabco Road Erosion Control Structure. This project will increase hydraulic capacity and provide channel bed stabilization to the new, downstream C-1 Channel outfall. This Project will be funded by sales tax revenues.

Project Title:	Three Kids Weir	**Project Number:**	810K
		Project Status:	Design

Project Description:

This project involves the construction of a permanent weir facility to replace an existing temporary facility installed following a 1999 flood event. This new facility will provide toe erosion protection for the future Homestead Weir while controlling approximately 18 feet of vertical erosion potential in the Las Vegas Wash. The Three Kids Weir will be approximately 490 feet in length, 528 feet wide, and 18.5 feet high. This Project is being funded by SNPLMA grants and sales tax revenues.

Project Descriptions

Project Title:	Tropicana Outfall Weir	**Project Number:**	810S
		Project Status:	Design

Project Description:

This facility is planned to be located immediately downstream of the confluence of the Tropicana Channel outfall in the Las Vegas Wash, at the Clark County Nature Preserve. The facility is expected to be 9 feet in height and 200 feet long. This Project is currently unfunded.

Project Title:	D-14 Extension Weir	**Project Number:**	810T
		Project Status:	Design

Project Description:

Located at the Clark County Nature Preserve this facility is expected to control approximately 5 feet of vertical erosion potential immediately downstream of the Visitor Center Weir. This facility is expected to have a weir crest 500 feet long and tie into the existing D-14 dike structure. This Project is currently unfunded.

Project Title:	Silver Bowl Weir	**Project Number:**	810U
		Project Status:	Design

Project Description:

This facility is located on the Las Vegas Wash approximately 1/2 mile upstream of the confluence with Duck Creek. The structure will stabilize approximately 10 vertical feet of potential headcut erosion. Currently planned as a rock riprap facility, the structure will be approximately 250 feet long, 263 feet wide, and 7 feet high. This Project is being funded by SNPLMA grants and sales tax revenues.

Project Title:	Sunrise Mountain Weir	**Project Number:**	810W
		Project Status:	Design

Project Description:

This facility is to be located approximately 0.4 mile upstream of the Pabco Road Erosion Control Structure. This 350 foot long facility will stabilize approximately five feet of potential channel headcut erosion. This Project will be funded by sales tax revenues.

Project Descriptions

Project Title: Archery Weir		**Project Number:**	810Z
		Project Status:	Design

Project Description:

This gradient control structure will be located on the Las Vegas Wash approximately 1 mile upstream of the confluence with Duck Creek. This facility will stabilize approximately 10 vertical feet of headcutting channel erosion. This facility is planned to be a rock riprap type weir, approximately 400 feet wide and 8 feet tall. This Project will be funded by sales tax revenues.

Project Title: 2013 Materials Transport		**Project Number:**	890B
		Project Status:	Programmed

Project Description:

Provide materials for use by SNWA Contractors or the BOR during bank stabilization activities. This Project will be funded by sales tax revenues.

Project Title: Flood Repair Allocation		**Project Number:**	860P
		Project Status:	Programmed

Project Description:

Large flood events may damage existing stabilization facilities or create damage elsewhere in the Las Vegas Wash. This project will allow for the construction repair of stabilization facilities following major flood events where further damage to SNWA stabilization facilities will limit the ability of the facilitties to function as intended. This Project will be funded by sales tax revenues.

Project Title: BOR Materials & Equipment		**Project Number:**	860V
		Project Status:	Procurement

Project Description:

Annually SNWA installs bank protection and performs other construction and maintenance in the Las Vegas Wash in partnership with the U.S. Bureau of Reclamation. Construction activities are cost-shared with SNWA providing funding for construction materials acquisition and construction equipment rental. This project allows for the cost-sharing activities to proceed on an annual basis as federal funding is identified. This Project is funded through BOR grants and sales tax revenues.

Project Descriptions

Project Title:	Biological Surveys	**Project Number:**	860X
		Project Status:	Implementation

Project Description:

This project establishes annual funding for biological monitoring of the Las Vegas Wash where such activities are required as conditions of environmental permits issued for construction of stabilization facilities. This Project will be funded by sales tax revenues.

Project Title:	Historic Lateral Weir Expansion	**Project Number:**	880C
		Project Status:	Programmed

Project Description:

This project is intended to replace wetlands and other vegetation removed during weir construction, stabilize the stream banks, provide erosion control and habitat benefits. This Project will be funded by sales tax revenues.

Project Title:	Duck Creek Confluence, Upper Narrows, & DU Wetlands No. 1 Weir Sites Revegetation	**Project Number:**	880G
		Project Status:	Programmed

Project Description:

This project is intended to replace wetlands and other vegetation removed during weir construction, stabilize the stream banks, provide erosion control and habitat benefits. This Project is being funded by SNPLMA grants and sales tax revenues.

Project Title:	Three Kids Weir Revegetation	**Project Number:**	880K
		Project Status:	Programmed

Project Description:

This project is intended to replace wetlands and other vegetation removed during weir construction, stabilize the stream banks, provide erosion control and habitat benefits. This Project is being funded by SNPLMA grants and sales tax revenues.

Project Descriptions

Project Title:	Lower Narrows & Homestead Weirs Revegetation	**Project Number:**	880M
		Project Status:	Programmed

Project Description:

This project is intended to replace wetlands and other vegetation removed during weir construction, stabilize the stream banks, provide erosion control and habitat benefits. This Project is being funded by SNPLMA grants and sales tax revenues.

Project Title:	Tropicana Outfall Weir Revegetation	**Project Number:**	880S
		Project Status:	Programmed

Project Description:

This project is intended to replace wetlands and other vegetation removed during weir construction, stabilize the stream banks, provide erosion control and habitat benefits. This Project is currently unfunded.

Project Title:	D-14 Extension Weir Revegetation	**Project Number:**	880T
		Project Status:	Programmed

Project Description:

This project is intended to replace wetlands and other vegetation removed during weir construction, stabilize the stream banks, provide erosion control and habitat benefits. This Project is currently unfunded.

Project Title:	Silver Bowl Weir Revegetation	**Project Number:**	880U
		Project Status:	Programmed

Project Description:

This project is intended to replace wetlands and other vegetation removed during weir construction, stabilize the stream banks, provide erosion control and habitat benefits. This Project is being funded by SNPLMA grants and sales tax revenues.

Project Descriptions

Project Title:	Sunrise Mountain Weir Revegetation	**Project Number:**	880W
		Project Status:	Programmed

Project Description:

This project is intended to replace wetlands and other vegetation removed during weir construction, stabilize the stream banks, provide erosion control and habitat benefits. This Project will be funded by sales tax revenues.

Project Title:	Archery Weir Revegetation	**Project Number:**	880Z
		Project Status:	Programmed

Project Description:

This project is intended to replace wetlands and other vegetation removed during weir construction, stabilize the stream banks, provide erosion control and habitat benefits. This Project will be funded by sales tax revenues.

Appendix C
Construction Program Master Plan

2013 Las Vegas Wash Construction Program Master Plan

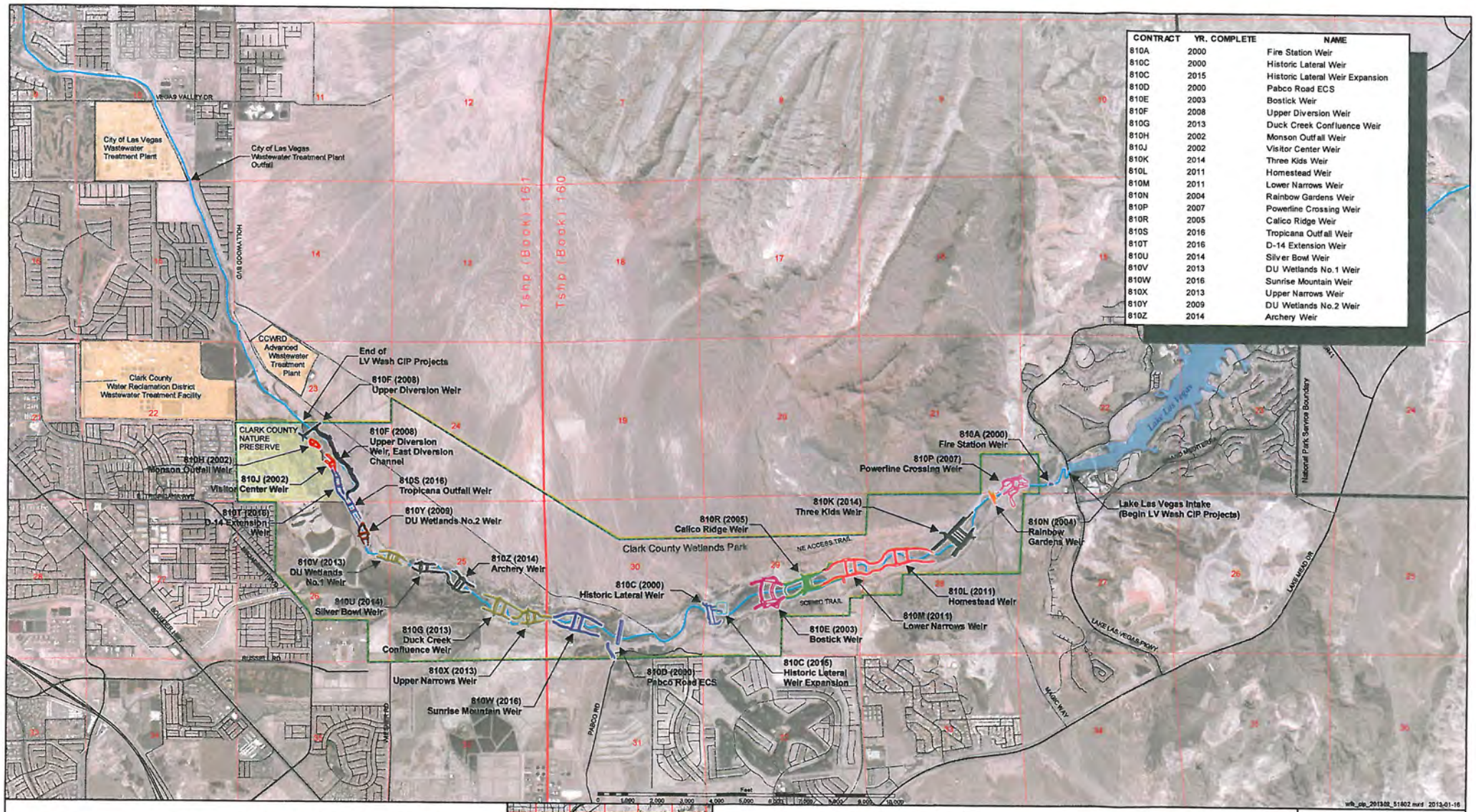
Design	Project Name	Start	Finish	Present Value	Future Value	2013	2014	2015	2016	2017	2018	2019
810K	Three Kids Weir	1/1/2013	1/26/2013	$ 12,800	$ 12,800	$ 12,800	$ -	$ -	$ -	$ -	$ -	$ -
810U	Silver Bowl Weir	1/1/2013	4/27/2013	$ 8,000	$ 8,000	$ 8,000	$ -	$ -	$ -	$ -	$ -	$ -
810Z	Archery Weir	1/1/2013	4/27/2013	$ 8,000	$ 8,000	$ 8,000	$ -	$ -	$ -	$ -	$ -	$ -
810W	Sunrise Mountain Weir	9/1/2013	8/31/2014	$ 209,000	$ 212,155	$ 70,912	$ 141,243	$ -	$ -	$ -	$ -	$ -
810C	Historic Lateral Weir Expansion	1/1/2014	12/31/2014	$ 112,000	$ 114,814	$ -	$ 114,814	$ -	$ -	$ -	$ -	$ -
810S	Tropicana Outfall Weir	3/2/2015	2/29/2016	$ 335,000	$ 355,119	$ -	$ -	$ 296,743	$ 58,376	$ -	$ -	$ -
810T	D-14 Extension	3/2/2015	2/29/2016	$ 243,000	$ 257,593	$ -	$ -	$ 215,249	$ 42,344	$ -	$ -	$ -
			TOTAL	$ 927,800	$ 968,481	$ 99,712	$ 256,057	$ 511,992	$ 100,720	$ -	$ -	$ -

Construction	Project Name	Start	Finish	Present Value	Future Value	2013	2014	2015	2016	2017	2018	2019
810G	Duck Creek Confluence, Upper Narrows, & DU Wetlands No. 1 Weirs	1/1/2013	4/29/2013	$ 3,314,757	$ 3,314,757	$ 3,314,757	$ -	$ -	$ -	$ -	$ -	$ -
810K	Three Kids Weir	7/1/2013	10/23/2014	$ 16,100,000	$ 16,376,719	$ 6,277,742	$ 10,098,977	$ -	$ -	$ -	$ -	$ -
810U	Silver Bowl Weir	7/1/2013	10/28/2014	$ 7,579,535	$ 7,711,590	$ 2,925,634	$ 4,785,956	$ -	$ -	$ -	$ -	$ -
810Z	Archery Weir	7/1/2013	10/28/2014	$ 7,984,268	$ 8,123,375	$ 3,081,858	$ 5,041,517	$ -	$ -	$ -	$ -	$ -
810W	Sunrise Mountain Weir	3/1/2015	2/3/2016	$ 5,349,900	$ 5,666,803	$ -	$ -	$ 5,100,123	$ 566,680	$ -	$ -	$ -
810C	Historic Lateral Weir Expansion	3/1/2015	12/25/2015	$ 2,856,000	$ 3,021,077	$ -	$ -	$ 3,021,077	$ -	$ -	$ -	$ -
810S	Tropicana Outfall Weir	7/1/2016	8/24/2017	$ 5,304,000	$ 5,855,238	$ -	$ -	$ -	$ 2,565,152	$ 3,290,086	$ -	$ -
810T	D-14 Extension	7/1/2016	8/24/2017	$ 4,284,000	$ 4,729,230	$ -	$ -	$ -	$ 2,071,853	$ 2,657,377		$ -
			TOTAL	$ 52,772,460	$ 54,798,789	$ 15,599,991	$ 19,926,450	$ 8,121,200	$ 5,203,685	$ 5,947,463	$ -	$ -

Revegetation	Project Name	Start	Finish	Present Value	Future Value	2013	2014	2015	2016	2017	2018	2019
880M	Lower Narrows/Homestead	1/1/2013	12/31/2013	$ 322,000	$ 323,623	$ 323,623	$ -	$ -	$ -	$ -	$ -	$ -
880G	Duck Creek Confluence, Upper Narrows, & DU Wetlands No. 1 Weirs	7/1/2013	6/30/2015	$ 1,050,000	$ 1,076,248	$ 271,320	$ 538,216	$ 266,712	$ -	$ -	$ -	$ -
880K	Three Kids Weir	9/24/2014	8/31/2016	$ 560,000	$ 594,023	$ -	$ 83,077	$ 306,295	$ 204,651	$ -	$ -	$ -
880U	Silver Bowl Weir	11/1/2014	10/31/2016	$ 280,000	$ 298,231	$ -	$ 24,891	$ 148,937	$ 124,403	$ -	$ -	$ -
880Z	Archery Weir	11/1/2014	10/31/2016	$ 280,000	$ 298,231	$ -	$ 24,891	$ 148,937	$ 124,403	$ -	$ -	$ -
880W	Sunrise Mountain Weir	3/1/2016	2/28/2018	$ 128,000	$ 141,436	$ -	$ -	$ -	$ 59,297	$ 70,730	$ 11,409	$ -
880C	Historic Lateral Weir Expansion	1/1/2016	11/30/2017	$ 124,000	$ 136,245	$ -	$ -	$ -	$ 71,249	$ 64,996	$ -	$ -
880S	Tropicana Outfall Weir	9/1/2017	8/31/2019	$ 125,000	$ 143,761	$ -	$ -	$ -	$ -	$ 24,030	$ 71,893	$ 47,838
880T	D-14 Extension Weir	9/1/2017	8/31/2019	$ 125,000	$ 143,761	$ -	$ -	$ -	$ -	$ 24,030	$ 71,893	$ 47,838
			TOTAL	$ 2,994,000	$ 3,155,559	$ 594,943	$ 671,075	$ 870,881	$ 584,003	$ 183,786	$ 155,195	$ 95,676

Comprehensive	Project Name	Start	Finish	Present Value	Future Value	2013	2014	2015	2016	2017	2018	2019
860P	Flood Repair Allocation	3/1/2013	12/31/2014	$ 600,000	$ 609,843	$ 278,162	$ 331,681	$ -	$ -	$ -	$ -	$ -
860V	BOR Materials & Equipment	1/1/2014	12/31/2015	$ 100,000	$ 104,012	$ -	$ 52,015	$ 51,997	$ -	$ -	$ -	$ -
890B	2013 Materials Transport	4/1/2013	3/31/2014	$ 100,000	$ 100,751	$ -	$ 75,934	$ 24,817	$ -	$ -	$ -	$ -
890C	2014 Materials Transport	4/1/2014	3/31/2015	$ 100,000	$ 103,252	$ -	$ 77,819	$ 25,433	$ -	$ -	$ -	$ -
			TOTAL	$ 900,000	$ 917,858	$ 278,162	$ 537,449	$ 102,247	$ -	$ -	$ -	$ -
TOTAL 2013 WASH CIP (D)				**$ 57,594,260**	**$ 59,840,687**	**$ 16,572,808**	**$ 21,391,031**	**$ 9,606,320**	**$ 5,888,408**	**$ 6,131,249**	**$ 155,195**	**$ 95,676**

Appendix D
Location Map



CONTRACT	YR. COMPLETE	NAME
810A	2000	Fire Station Weir
810C	2000	Historic Lateral Weir
810C	2015	Historic Lateral Weir Expansion
810D	2000	Pabco Road ECS
810E	2003	Bostick Weir
810F	2008	Upper Diversion Weir
810G	2013	Duck Creek Confluence Weir
810H	2002	Monson Outfall Weir
810J	2002	Visitor Center Weir
810K	2014	Three Kids Weir
810L	2011	Homestead Weir
810M	2011	Lower Narrows Weir
810N	2004	Rainbow Gardens Weir
810P	2007	Powerline Crossing Weir
810R	2005	Calico Ridge Weir
810S	2016	Tropicana Outfall Weir
810T	2016	D-14 Extension Weir
810U	2014	Silver Bowl Weir
810V	2013	DU Wetlands No.1 Weir
810W	2016	Sunrise Mountain Weir
810X	2013	Upper Narrows Weir
810Y	2009	DU Wetlands No.2 Weir
810Z	2014	Archery Weir

SOUTHERN NEVADA WATER AUTHORITY

SNWA LAS VEGAS WASH CAPITAL IMPROVEMENTS PLAN GRADE CONTROL STRUCTURES 2013

Project Construction Year of Completion

2000 · 2002 · 2003 · 2004 · 2005 · 2007 · 2008 · 2009 · 11 · 2013 · 2014 · 2015 · 2016

SNWA Wash Facilities Engineering
Official Capital Improvements Plan map.

Map produced by SNWA Engineering, KTM, Spatial Information Team.
SPC NV-E, NAD83, US Feet.
Analyst: EN

1 Inch = 3000 Feet, or Scale = 1:36,000
(Original 11x17 map only, verify scale)

MAP-ID: WFE-CIP
DATE: 21 FEB 2013

Appendix E
Ranking Criteria Scoring

2013 - 14 Capital Improvements Plan
Ranking Criteria Scoring
Channel Bed Stabilization

Factor	Criteria	Score	Criteria Score																				
			Fire Station	Powerline Crossing	Rainbow Gardens	Three Kids Weir	Homestead	Lower Narrows	Calico Ridge	Bostick	Historic Laterial	Pabco Road	Sunrise Mountain	Upper Narrows	Duck Creek	Archery	Silverbowl	DU Wetlands 1	DU Wetlands 2	Tropicana Outfall	D14 Extension	Visitor Center	Monson	Upper Diversion
Upstream Stability	Active headcutting risking upstream channel, structures, or banks	5		5	5	5	5	5	5	5	5	5		5	5	5		5	5					5
	Moderate headcutting in silty or sandy channel bed, some bank stability threat	3	3										3				3					3	3	
	Slow headcutting in caliche or bedrock, little bank stability threat	1																		1	1			
System Relationship	Provides important foundation or stability support for other facilities	5	5	5	5	5	5	5	5	5	5	5		5		5	5	5	5	5	5	5	5	5
	Provides moderate foundation or stability support to other Wash features	3											3		3									
	Provides minor or no foundation or stability support to other facilities	1																						
Cost Avoidance	Will reduce capital cost of other facilities or is a low maintenance facility	5	5	5	5	5	5	5		5	5	5	5		5	5	5	5	5	5	5			5
	Provides minor capital cost savings for other facilities or minor annual maintenance expected	3							3					3								3	3	
	Provides no reduction in capital cost for other facilities, high maintenance expected	1																						
Water Quality	Provides large volume for sediment capture or 5 or more acres potential wetlands area	5			5	5	5	5		5	5				5									
	Provides minor volume of sediment capture or 3 or more acres potential wetlands area	3	3	3								3	3	3		3	3	3	3					3
	Provides little or no volume for sediment capture or less than 1 acre of potential wetlands area	1							1											1	1	1	1	
Ecosystem Enhancement	Provides platform for ecosystem enhancement covering greater than 5 acres	5			5	5	5	5		5	5	5			5				5					
	Provides platform for ecosystem enhancement covering greater than 3 acres	3	3	3									3	3		3	3	3		3				3
	Provides platform for ecosystem enhancement covering 1 acre or more	1							1												1	1	1	
Recreational Opportunities	Directly reduces threat to recreational features	5		5		5	5	5							5				5			5	5	5
	Provides possible threat reduction to recreational features	3			3					3	3	3		3		3	3	3		3	3			
	Provides little or no threat reduction to recreational features	1	1						1				1											
Public Safety	Is strongly beneficial to public safety associated with activities in the Wash	5				5	5	5				5								5	5	5	5	5
	Provides some improvement to public safety associated with activities in the Wash	3		3	3				3	3	3		3	3	3			3	3					
	Provides little improvement to public safety associated with activities in the Wash	1	1													1	1							
Permitting	Relatively minor permitting issues to be resolved	5	5			5	5		5	5			5	5				5	5			5	5	
	Wetlands, WQ, Wildlife, or Archeological issues exist and clearance required	3		3	3			3			3				3	3				3				3
	A sensitive site requiring mitigation or high level of protection	1										1					1				1			
ROW & Access	Local Government Ownership, relatively easy acquisition	5		5	5		5	5		5	5	5		5	5	5	5	5	5	5	5	5	5	5
	Federal Ownership, requiring federal review and approval	3							3				3											
	Private Ownership requiring extended negotiations	1	1			1																		
Other Funding	other local, state, or federal funding assistance for > 50% of project cost	5	5	5	5	5	5	5	5		5	5							5			5	5	5
	Identified possibility for additional local, state, federal funding assistance for > 25% of project	3												3	3		3	3						
	No additional funding assistance identified beyond local sales tax revenues or < 25% project	1								1			1			1				1	1			

☐ = In Construction or Completed

Appendix F
Project Prioritization

2013 - 14 Project Prioritization
Channel Bed Stabilization

Facility Description	Channel Station	Facility ID	Priority Factor and Weight: Stability	Relationship	Cost Avoidance	WQ Enhancement	Echosystem Enhancement	Recreational Benefit	Public Safety	Permitting	ROW & Access	Other Funding	Priority Value	Ranking	In Construction or Completed
			5	5	5	3.5	3.5	3.5	3.5	2.5	2.5	2.5			
Lower Narrows	9470	810M	5 / 25	5 / 25	5 / 25	5 / 17.5	5 / 17.5	5 / 17.5	5 / 17.5	3 / 7.5	5 / 12.5	5 / 12.5	177.5		X
Homestead	6740	810L	5 / 25	5 / 25	5 / 25	5 / 17.5	5 / 17.5	5 / 17.5	5 / 17.5	3 / 7.5	5 / 12.5	5 / 12.5	177.5		X
Three Kids Weir	5150	810K	5 / 25	5 / 25	5 / 25	5 / 17.5	5 / 17.5	5 / 17.5	5 / 17.5	5 / 12.5	1 / 2.5	5 / 12.5	172.5	1	
Historic Laterial	15400	810C (910AR)	5 / 25	5 / 25	5 / 25	5 / 17.5	5 / 17.5	3 / 10.5	3 / 10.5	3 / 7.5	5 / 12.5	5 / 12.5	163.5		X
Rainbow Gardens	3120	810N (170A)	5 / 25	5 / 25	5 / 25	5 / 17.5	5 / 17.5	3 / 10.5	3 / 10.5	3 / 7.5	5 / 12.5	5 / 12.5	163.5		X
Upper Diversion	35650	810F	5 / 25	5 / 25	5 / 25	3 / 10.5	3 / 10.5	5 / 17.5	5 / 17.5	3 / 7.5	5 / 12.5	5 / 12.5	163.5		X
Pabco Road	20000	810D	5 / 25	5 / 25	5 / 25	3 / 10.5	5 / 17.5	3 / 10.5	5 / 17.5	1 / 2.5	5 / 12.5	5 / 12.5	158.5		X
Bostick Weir	13300	810E	5 / 25.0	5 / 25.0	5 / 25.0	5 / 17.5	5 / 17.5	3 / 10.5	3 / 10.5	5 / 12.5	5 / 12.5	1 / 2.5	158.5		X
Powerline Crossing	1950	810P	5 / 25	5 / 25	5 / 25	3 / 10.5	3 / 10.5	5 / 17.5	3 / 10.5	3 / 7.5	5 / 12.5	5 / 12.5	156.5		X
DU Wetlands 1	29500	810V	5 / 25	5 / 25	5 / 25	3 / 10.5	3 / 10.5	3 / 10.5	3 / 10.5	5 / 12.5	5 / 12.5	5 / 12.5	154.5		X
Duck Creek Confluence	25330	810G	5 / 25.0	3 / 15.0	5 / 25.0	5 / 17.5	5 / 17.5	5 / 17.5	3 / 10.5	3 / 7.5	5 / 12.5	3 / 7.5	155.5		X
Upper Narrows	23500	810X	5 / 25	5 / 25	3 / 15	3 / 10.5	3 / 10.5	3 / 10.5	3 / 10.5	5 / 12.5	5 / 12.5	3 / 7.5	139.5		X
Visitor Center	33850	810J	3 / 15	5 / 25	3 / 15	1 / 3.5	1 / 3.5	5 / 17.5	5 / 17.5	5 / 12.5	5 / 12.5	5 / 12.5	134.5		X
Monson Weir	34950	810H	3 / 15	5 / 25	3 / 15	1 / 3.5	1 / 3.5	5 / 17.5	5 / 17.5	5 / 12.5	5 / 12.5	5 / 12.5	134.5		X
DU Wetlands 2	31100	810Y	3 / 15	3 / 15	5 / 25	3 / 10.5	5 / 17.5	5 / 17.5	3 / 10.5	3 / 7.5	3 / 7.5	3 / 7.5	133.5		X
Calico Ridge	11400	810R	5 / 25	5 / 25	5 / 25	1 / 3.5	1 / 3.5	1 / 3.5	3 / 10.5	5 / 12.5	3 / 7.5	5 / 12.5	128.5		X
Archery	26500	810Z	5 / 25	5 / 25	5 / 25	3 / 10.5	3 / 10.5	3 / 10.5	1 / 3.5	3 / 7.5	5 / 12.5	1 / 2.5	132.5	2	
Silver Bowl	28190	810U	3 / 15	5 / 25	5 / 25	3 / 10.5	3 / 10.5	3 / 10.5	1 / 3.5	1 / 2.5	5 / 12.5	3 / 7.5	122.5	3	
Fire Station	690	810A	3 / 15	5 / 25	5 / 25	3 / 10.5	3 / 10.5	1 / 3.5	1 / 3.5	5 / 12.5	1 / 2.5	5 / 12.5	120.5		X
Tropicana Outfall	32300	810S	1 / 5	5 / 25	5 / 25	1 / 3.5	3 / 10.5	3 / 10.5	5 / 17.5	3 / 7.5	5 / 12.5	1 / 2.5	119.5	4	
Sunrise Mountain	22000	810W	3 / 15	3 / 15	5 / 25	3 / 10.5	3 / 10.5	1 / 3.5	3 / 10.5	5 / 12.5	3 / 7.5	1 / 2.5	112.5	5	
D 14 Extension	33280	810T	1 / 5	5 / 25	5 / 25	1 / 3.5	1 / 3.5	3 / 10.5	5 / 17.5	1 / 2.5	5 / 12.5	1 / 2.5	107.5	6	

= In Construction or Completed

Appendix G
Sales Tax Received and Distributed

SOUTHERN NEVADA WATER AUTHORITY

Southern Nevada Water Authority
Sale Tax Received and Distributed

Collection Month	Received Date	Receipts: Gross Amount	Distributions: Clark Co. Rural Areas	LV Wash	Wastewater Agencies	SNWA Water
Apr-99	07-Jul-99	3,995,539.18	168,120.30	159,821.57		3,667,597.31
May-99	27-Jul-99	4,083,781.36	171,833.27	163,351.25		3,748,596.84
Jun-99	27-Aug-99	4,466,630.55	187,942.41	178,665.22		4,100,022.92
Jul-99	24-Sep-99	3,876,061.83	163,093.05	155,042.47		3,557,926.31
Aug-99	22-Oct-99	4,056,712.59	170,694.30	162,268.50		3,723,749.79
Sep-99	29-Nov-99	4,389,790.35	184,709.21	175,591.61		4,029,489.53
Oct-99 #	27-Dec-99	4,081,696.66	171,745.55	163,267.87		3,746,683.24
Nov-99	25-Jan-00	4,210,100.80	177,148.41	168,404.03		3,864,548.36
Dec-99	29-Feb-00	5,077,263.36	213,636.01	203,090.53		4,660,536.82
Calendar 1999		38,237,576.68	1,608,922.51	1,529,503.07	0.00	35,099,151.10
Jan-00	24-Mar-00	4,011,032.32	168,772.21	160,441.29		3,681,818.82
Feb-00	25-Apr-00	4,056,424.50	170,682.17	162,256.98		3,723,485.35
Mar-00	26-May-00	4,718,343.86	198,533.75	188,733.75		4,331,076.36
Apr-00	28-Jun-00	4,285,441.90	180,318.54	171,417.68		3,933,705.68
May-00	21-Jul-00	4,403,289.00	185,277.19	176,131.56		4,041,880.25
Jun-00	25-Aug-00	4,816,863.21	202,679.15	192,674.53		4,421,509.53
Jul-00	22-Sep-00	4,316,704.54	181,633.98	172,668.18		3,962,402.38
Aug-00	20-Oct-00	4,470,849.30	188,119.93	178,833.97		4,103,895.40
Sep-00	29-Nov-00	4,819,576.45	202,793.32	192,783.06		4,424,000.07
Oct-00	22-Dec-00	4,363,936.03	183,621.34	174,557.44		4,005,757.25
Nov-00	22-Jan-01	4,423,626.78	186,132.94	176,945.07		4,060,548.77
Dec-00	26-Feb-01	5,353,219.53	225,247.42	214,128.78		4,913,843.33
Calendar 2000		54,039,307.42	2,273,811.94	2,161,572.30	0.00	49,603,923.18
Jan-01	23-Mar-01	4,196,777.45	176,587.80	167,871.10		3,852,318.55
Feb-01	20-Apr-01	4,238,833.88	178,357.41	169,553.36		3,890,923.11
Mar-01	25-May-01	5,122,947.79	215,558.27	204,917.91		4,702,471.61
Apr-01	22-Jun-01	3,953,914.50	191,643.88	182,183.98	1,588,693.23	2,592,078.42
May-01	20-Jul-01	4,811,654.02	202,459.97	192,466.16	1,678,356.60	2,738,371.29
Jun-01	24-Aug-01	4,913,175.32	206,731.68	196,527.01	1,713,768.32	2,796,148.31
Jul-01	21-Sep-01	4,573,130.34	192,423.61	182,925.21	1,595,156.98	2,602,624.54
Aug-01	19-Oct-01	4,769,280.98	200,677.04	190,771.24	1,663,576.43	2,714,256.27
Sep-01	27-Nov-01	4,281,399.03	180,148.43	171,255.96	1,493,397.96	2,436,596.68
Oct-01	26-Dec-01	4,694,971.17	197,550.30	187,798.85	1,637,656.37	2,671,965.65
Nov-01	29-Jan-02	4,472,344.19	188,182.83	178,893.77	1,560,001.69	2,545,265.90
Dec-01	01-Mar-02	5,232,196.78	220,155.14	209,287.87	1,825,046.43	2,977,707.34
Calendar 2001		55,861,310.46	2,350,476.36	2,234,452.42	14,755,654.01	36,520,727.67

SOUTHERN NEVADA WATER AUTHORITY

Southern Nevada Water Authority
Sale Tax Received and Distributed (continued)

Collection Month	Received Date	Receipts: Gross Amount	Distributions: Clark Co. Rural Areas	LV Wash	Wastewater Agencies	SNWA Water
Jan-02	25-Mar-02	4,326,824.60	182,059.80	173,072.98	1,509,242.89	2,462,448.93
Feb-02	22-Apr-02	4,349,265.12	183,004.03	173,970.60	1,517,070.38	2,475,220.11
Mar-02	24-May-02	5,103,195.94	214,727.18	204,127.84	1,780,049.55	2,904,291.37
Apr-02	26-Jun-02	4,750,192.16	199,873.84	190,007.69	1,656,918.04	2,703,392.59
May-02	22-Jul-02	4,821,867.75	202,889.73	192,874.71	1,681,919.26	2,744,184.05
Jun-02	26-Aug-02	4,970,041.83	209,124.45	198,801.67	1,733,603.97	2,828,511.74
Jul-02	27-Sep-02	4,749,454.66	199,842.80	189,978.19	1,656,660.79	2,702,972.88
Aug-02	29-Oct-02	5,022,282.62	211,322.59	200,891.30	1,751,826.12	2,858,242.61
Sep-02	27-Nov-02	4,874,255.97	205,094.07	194,970.24	1,700,192.83	2,773,998.83
Oct-02	30-Dec-02	4,823,951.75	202,977.42	192,958.07	1,682,646.18	2,745,370.08
Nov-02	27-Jan-03	4,774,928.64	200,914.67	190,997.15	1,665,546.39	2,717,470.43
Dec-02	28-Feb-03	5,797,103.44	243,924.72	231,884.14	2,022,091.94	3,299,202.64
Calendar 2002		58,363,364.48	2,455,755.30	2,334,534.58	20,357,768.34	33,215,306.26
Jan-03	28-Mar-03	4,691,518.79	197,405.04	187,660.75	1,636,452.14	2,670,000.86
Feb-03	25-Apr-03	4,578,089.84	192,632.29	183,123.59	1,596,886.90	2,605,447.06
Mar-03	30-May-03	5,436,587.00	228,755.27	217,463.48	1,896,339.93	3,094,028.32
Apr-03	27-Jun-03	5,141,703.75	216,347.47	205,668.15	1,793,481.49	2,926,206.64
May-03	28-Jul-03	5,209,543.33	219,201.95	208,381.73	1,817,144.66	2,964,814.99
Jun-03	29-Aug-03	5,479,729.26	230,570.57	219,189.17	1,911,388.42	3,118,581.10
Jul-03	29-Sep-03	5,289,907.96	222,583.46	211,596.32	1,845,176.71	3,010,551.47
Aug-03	24-Oct-03	5,567,908.70	234,280.89	222,716.35	1,942,146.35	3,168,765.11
Sep-03	26-Nov-03	5,593,448.96	235,355.55	223,737.96	1,976,127.81	3,158,227.64
Oct-03	26-Dec-03	5,504,944.68	166,761.51	220,197.79	1,944,834.45	3,173,150.93
Nov-03	30-Jan-04	5,255,726.03	159,211.92	210,229.04	1,856,788.33	3,029,496.74
Dec-03	27-Feb-04	6,274,645.81	190,078.10	250,985.83	2,216,761.11	3,616,820.77
Calendar 2003		64,023,754.11	2,493,184.02	2,560,950.16	22,433,528.30	36,536,091.63
Jan-04	26-Mar-04	5,611,387.95	169,986.00	224,455.52	1,982,439.64	3,234,506.79
Feb-04	30-Apr-04	5,373,732.98	162,786.71	214,949.32	1,898,478.84	3,097,518.11
Mar-04	28-May-04	6,609,509.31	200,222.13	264,380.37	2,335,064.59	3,809,842.22
Apr-04	25-Jun-04	5,958,389.07	180,497.72	238,335.56	2,105,031.20	3,434,524.59
May-04	30-Jul-04	6,248,802.97	189,295.24	249,952.12	2,207,631.13	3,601,924.48
Jun-04	27-Aug-04	6,435,919.54	194,963.57	257,436.78	2,273,737.29	3,709,781.90
Jul-04	24-Sep-04	6,376,347.86	193,158.96	255,053.91	2,252,691.29	3,675,443.70
Aug-04	28-Oct-04	6,277,280.58	190,157.91	251,091.22	2,217,691.95	3,618,339.50
Sep-04	29-Nov-04	6,646,047.72	201,328.99	265,841.91	2,347,973.19	3,830,903.63
Oct-04	23-Dec-04	6,403,723.60	193,988.26	256,148.94	2,262,362.83	3,691,223.57
Nov-04	28-Jan-05	6,306,344.85	191,038.36	252,253.79	2,227,960.03	3,635,092.67
Dec-04	25-Feb-05	7,757,964.11	235,012.32	310,318.56	2,740,800.63	4,471,832.60
Calendar 2004		76,005,450.54	2,302,436.17	3,040,218.02	26,851,862.61	43,810,933.74

SOUTHERN NEVADA WATER AUTHORITY

Southern Nevada Water Authority
Sale Tax Received and Distributed (continued)

Collection Month	Received Date	Receipts: Gross Amount	Distributions: Clark Co. Rural Areas	LV Wash	Wastewater Agencies	SNWA Water
Jan-05	28-Mar-05	6,057,704.65	183,506.29	242,308.19	2,140,118.27	3,491,771.90
Feb-05	29-Apr-05	6,093,734.12	184,597.73	243,749.36	2,152,847.07	3,512,539.96
Mar-05	27-May-05	7,596,621.64	230,124.76	303,864.87	2,683,800.16	4,378,831.85
Apr-05	24-Jun-05	6,875,146.03	208,269.07	275,005.84	2,428,911.02	3,962,960.10
May-05	29-Jul-05	7,140,351.88	216,302.97	285,614.08	2,522,605.24	4,115,829.59
Jun-05	26-Aug-05	7,494,218.54	227,022.66	299,768.74	2,647,622.31	4,319,804.83
Jul-05	30-Sep-05	7,024,506.24	212,793.65	280,980.25	2,481,678.29	4,049,054.05
Aug-05	27-Oct-05	7,060,064.09	213,870.80	282,402.56	2,494,240.47	4,069,550.26
Sep-05	29-Nov-05	7,338,500.94	222,305.50	293,540.04	2,592,609.05	4,230,046.35
Oct-05	30-Dec-05	7,016,781.08	212,559.63	280,671.24	2,478,949.08	4,044,601.13
Nov-05	27-Jan-06	6,888,713.57	208,680.08	275,548.54	2,433,704.28	3,970,780.67
Dec-05	01-Mar-06	8,587,151.26	260,130.92	343,486.05	3,033,743.03	4,949,791.26
Calendar 2005		85,173,494.04	2,580,164.06	3,406,939.76	30,090,828.27	49,095,561.95
Jan-06	31-Mar-06	6,743,202.56	204,272.10	269,728.10	2,382,296.89	3,886,905.46
Feb-06	28-Apr-06	6,815,658.80	488,723.20	272,626.35	2,334,259.32	3,720,049.93
Mar-06	01-Jun-06	8,081,356.22	441,313.10	323,254.25	2,780,379.77	4,536,409.10
Apr-06	03-Jul-06	7,394,367.54	233,875.64	295,774.70	2,608,592.54	4,256,124.66
May-06	28-Jul-06	7,484,834.92	236,737.02	299,393.40	2,640,507.71	4,308,196.79
Jun-06	30-Aug-06	7,993,627.56	252,829.57	319,745.10	2,820,000.10	4,601,052.79
Jul-06	02-Oct-06	7,199,839.98	227,722.95	287,993.60	2,539,966.90	4,144,156.53
Aug-06	31-Oct-06	7,323,145.42	231,622.96	292,925.82	2,583,466.72	4,215,129.92
Sep-06	29-Nov-06	7,582,818.24	239,836.12	303,312.73	2,675,074.37	4,364,595.02
Oct-06	29-Dec-06	7,100,582.95	224,583.56	284,023.32	2,504,950.91	4,087,025.16
Nov-06	27-Jan-07	7,046,861.20	222,884.40	281,874.45	2,485,998.89	4,056,103.46
Dec-06	28-Feb-07	8,573,456.58	271,168.92	342,938.26	3,024,552.77	4,934,796.63
Calendar 2006		89,339,751.97	3,275,569.54	3,573,590.08	31,380,046.89	51,110,545.45
Jan-07	30-Mar-07	6,910,452.75	218,569.95	276,418.11	2,437,876.58	3,977,588.11
Feb-07	27-Apr-07	6,986,205.37	220,965.92	279,448.21	2,464,600.67	4,021,190.57
Mar-07	31-May-07	8,161,104.50	258,126.68	326,444.18	2,879,082.78	4,697,450.86
Apr-07	29-Jun-07	7,153,764.65	226,265.63	286,150.59	2,523,712.40	4,117,636.03
May-07	30-Jul-07	7,417,298.89	201,355.32	296,691.96	2,629,315.61	4,289,936.00
Jun-07	31-Aug-07	7,918,593.34	210,795.25	316,743.73	2,808,600.66	4,582,453.70
Jul-07	28-Sep-07	7,035,190.85	187,278.82	281,407.63	2,495,271.67	4,071,232.73
Aug-07	31-Oct-07	7,030,119.84	187,143.84	281,204.79	2,493,473.06	4,068,298.15
Sep-07	30-Nov-07	7,371,727.70	196,237.53	294,869.11	2,614,636.00	4,265,985.06
Oct-07	31-Dec-07	7,203,146.50	191,749.85	288,125.86	2,554,842.90	4,168,427.89
Nov-07	30-Jan-08	7,001,344.07	186,377.81	280,053.76	2,483,266.75	4,051,645.75
Dec-07	29-Feb-08	8,565,787.90	241,383.90	342,631.52	3,033,073.54	4,948,698.94
Calendar 2007		88,754,736.36	2,526,250.50	3,550,189.45	31,417,752.62	51,260,543.79

SOUTHERN NEVADA WATER AUTHORITY

Southern Nevada Water Authority
Sale Tax Received and Distributed (continued)

		Receipts	Distributions			
Collection Month	Received Date	Gross Amount	Clark Co. Rural Areas	LV Wash	Wastewater Agencies	SNWA Water
Jan-08	28-Mar-08	6,498,944.03	205,937.90	259,957.76	2,292,558.38	3,740,489.99
Feb-08	30-Apr-08	6,544,565.49	184,425.86	261,782.62	2,317,375.67	3,780,981.34
Mar-08	30-May-08	7,683,502.55	216,521.10	307,340.10	2,720,663.71	4,438,977.64
Apr-08	27-Jun-08	6,927,959.59	195,229.90	277,118.38	2,453,132.30	4,002,479.00
May-08	31-Jul-08	7,171,986.97	202,106.59	286,879.48	2,539,540.34	4,143,460.55
Jun-08	29-Aug-08	7,242,215.02	204,085.62	289,688.60	2,564,407.51	4,184,033.29
Jul-08	29-Sep-08	6,712,162.02	189,148.73	268,486.48	2,376,720.20	3,877,806.61
Aug-08	30-Oct-08	7,180,617.73	205,186.15	287,224.71	2,541,518.62	4,146,688.25
Sep-08	25-Nov-08	6,622,651.28	189,242.26	264,906.05	2,344,031.14	3,824,471.83
Oct-08	28-Dec-08	6,608,538.41	188,838.99	264,341.54	2,339,036.01	3,816,321.87
Nov-08	30-Jan-09	6,058,232.95	173,114.01	242,329.32	2,144,260.07	3,498,529.55
Dec-08	27-Feb-09	6,913,933.90	197,565.66	276,557.36	2,447,128.15	3,992,682.73
Calendar 2008		82,165,309.94	2,351,402.77	3,286,612.40	29,080,372.10	47,446,922.65
Jan-09	30-Mar-09	5,440,196.44	155,453.61	217,607.87	1,925,511.30	3,141,623.66
Feb-09	30-Apr-09	5,320,985.61	152,047.17	212,839.42	1,883,317.64	3,072,781.38
Mar-09	29-May-09	6,589,177.07	188,285.73	263,567.08	2,332,183.23	3,805,141.03
Apr-09	26-Jun-09	5,838,657.59	166,839.64	233,546.30	2,066,543.24	3,371,728.41
May-09	30-Jul-09	5,790,454.59	165,462.25	231,618.18	2,049,482.19	3,343,891.97
Jun-09	28-Aug-09	5,958,459.00	170,262.97	238,338.36	2,108,945.92	3,440,911.75
Jul-09	29-Sep-09	5,411,300.79	167,577.16	216,452.03	1,910,363.22	3,116,908.38
Aug-09	29-Oct-09	5,435,528.13	168,327.44	217,421.13	1,918,916.24	3,130,863.32
Sep-09	30-Nov-09	5,630,829.06	174,375.51	225,233.16	1,987,863.75	3,243,356.64
Oct-09	30-Dec-09	5,467,931.03	169,330.89	218,717.24	1,930,355.50	3,149,527.40
Nov-09	29-Jan-10	5,421,077.48	167,879.93	216,843.10	1,913,814.69	3,122,539.76
Dec-09	26-Feb-10	6,590,956.06	204,108.73	263,638.24	2,326,819.45	3,796,389.64
Calendar 2009		68,895,552.85	2,049,951.03	2,755,822.11	24,354,116.37	39,735,663.34
Jan-10	31-Mar-10	5,108,795.78	158,209.19	204,351.83	1,803,569.21	2,942,665.55
Feb-10	30-Apr-10	5,108,584.48	158,202.64	204,343.38	1,803,494.61	2,942,543.84
Mar-10	28-May-10	6,069,443.99	187,958.54	242,777.76	2,142,708.92	3,495,998.77
Apr-10	30-Jun-10	5,998,217.64	185,752.80	239,928.71	2,117,563.73	3,454,972.40
May-10	2-Aug-10	5,735,351.33	177,612.36	229,414.05	2,024,763.47	3,303,561.45
Jun-10	31-Aug-10	5,928,143.48	183,582.75	237,125.74	2,092,825.30	3,414,609.69
Jul-10	30-Sep-10	5,654,889.57	188,890.90	226,195.58	1,991,125.17	3,248,677.92
Aug-10	28-Oct-10	5,803,041.71	193,839.66	232,121.67	2,043,290.54	3,333,789.84
Sep-10	30-Nov-10	5,711,559.73	190,783.86	228,462.39	2,011,079.12	3,281,234.36
Oct-10	30-Dec-10	5,601,460.83	187,106.22	224,058.43	1,972,312.55	3,217,983.63
Nov-10	31-Jan-11	5,584,548.13	186,541.28	223,381.93	1,966,357.46	3,208,267.46
Dec-10	28-Feb-11	6,606,718.98	220,684.96	264,268.76	2,326,270.80	3,795,494.46
Calendar 2010		68,910,755.65	2,219,165.16	2,756,430.23	24,295,360.88	39,639,799.37

SOUTHERN NEVADA WATER AUTHORITY

Southern Nevada Water Authority
Sale Tax Received and Distributed (continued)

Collection Month	Received Date	Receipts: Gross Amount	Distributions: Clark Co. Rural Areas	LV Wash	Wastewater Agencies	SNWA Water
Jan-11	31-Mar-11	5,405,921.13	180,574.58	216,236.85	1,903,461.68	3,105,648.02
Feb-11	29-Apr-11	5,353,999.20	178,840.22	214,159.97	1,885,179.63	3,075,819.38
Mar-11	31-May-11	6,697,135.98	223,705.17	267,885.44	2,358,107.24	3,847,438.13
Apr-11	30-Jun-11	6,063,185.70	202,529.26	242,527.43	2,134,889.02	3,483,239.99
May-11	1-Aug-11	6,036,785.75	201,647.42	241,471.43	2,125,593.42	3,468,073.48
Jun-11	31-Aug-11	6,397,099.10	213,683.00	255,883.96	2,252,462.21	3,675,069.93
Jul-11	3-Oct-11	5,879,272.39	196,385.98	235,170.90	2,134,327.71	3,313,387.80
Aug-11	31-Oct-11	5,859,385.06	195,721.68	234,375.40	1,998,933.61	3,430,354.37
Sep-11	29-Nov-11	6,305,007.32	210,606.85	252,200.29	2,220,036.07	3,622,164.11
Oct-11	29-Dec-11	6,129,515.21	204,744.87	245,180.61	2,158,244.10	3,521,345.63
Nov-11	31-Jan-12	6,055,230.26	202,263.52	242,209.21	2,132,087.86	3,478,669.67
Dec-11	29-Feb-12	7,144,138.09	238,636.43	285,765.52	2,515,499.74	4,104,236.40
Calendar 2011		73,326,675.19	2,449,338.98	2,933,067.01	25,818,822.29	42,125,446.91
Jan-12	30-Mar-12	5,658,195.97	189,001.34	226,327.84	1,992,289.38	3,250,577.41
Feb-12	30-Apr-12	5,922,925.06	197,844.12	236,917.00	2,085,502.30	3,402,661.64
Mar-12	31-May-12	6,790,047.64	226,808.71	271,601.91	2,390,822.07	3,900,814.95
Apr-12	29-Jun-12	6,212,889.36	207,529.83	248,515.57	2,187,600.70	3,569,243.26
May-12	30-Jul-12	6,522,231.72	217,862.82	260,889.27	2,296,522.26	3,746,957.37
Jun-12	31-Aug-12	6,742,691.04	225,226.85	269,707.64	2,374,147.49	3,873,609.06
Calendar 2012 through June		37,848,980.79	1,264,273.67	1,513,959.23	13,326,884.20	21,743,863.69
Total through June 2012		940,946,020.48	32,200,702.01	37,637,840.81	294,162,996.88	576,944,480.74
Estimate of Remainder Calendar 2012						
Jul-12	28-Sep-12	6,167,978.96	206,029.68	246,719.16	2,171,787.45	3,543,442.67
Aug-12	Est	6,147,115.05	205,332.76	245,884.60	2,034,017.04	3,668,530.45
Sep-12	Est	6,614,619.96	220,948.88	264,584.79	2,259,000.08	3,873,657.91
Oct-12	Est	6,430,510.16	214,799.04	257,220.41	2,196,123.60	3,765,839.41
Nov-12	Est	6,352,577.39	212,195.84	254,103.09	2,169,508.29	3,720,200.38
Dec-12	Est	7,494,956.94	250,354.87	299,798.27	2,559,649.46	4,389,201.41
Estimated Calendar 2012		77,056,739.25	2,573,934.74	3,082,269.55	26,716,970.12	44,704,735.92

Appendix H
Sales Tax Revenue Projection

SOUTHERN NEVADA WATER AUTHORITY

CLARK COUNTY WATER AND WASTEWATER INFRASTRUCTURE (QUARTER CENT) SALES TAX

Received by the Southern Nevada Water Authority

Actual / Forecast

Calendar Year	Clark Co. Population Count	Clark Co. Population % Change	Gross Sales Tax Receipts Per Person	Gross Sales Tax Receipts Receipts	Gross Sales Tax Receipts % Change	Clark Co Rural Areas	LV Wash	Wastewater Agencies	SNWA CIP
1999 *	1,321,139		N/A+	$ 38,237,577		$ 1,608,923	$ 1,529,503	$ -	$ 35,099,151
2000 *	1,428,689	8.1%	37.82	54,039,307	+	2,273,812	2,161,572	-	49,603,923
2001 *	1,498,278	4.9%	37.28	55,861,310	3.4%	2,350,476	2,234,452	14,755,654	36,520,728
2002 *	1,578,332	5.3%	36.98	58,363,364	4.5%	2,455,755	2,334,535	20,357,768	33,215,306
2003 *	1,641,529	4.0%	39.00	64,023,754	9.7%	2,493,184	2,560,950	22,433,528	36,536,092
2004 *	1,747,025	6.4%	43.51	76,005,451	18.7%	2,302,436	3,040,218	26,851,863	43,810,934
2005 *	1,815,700	3.9%	46.91	85,173,494	12.1%	2,580,164	3,406,940	30,090,792	49,095,598
2006 *	1,912,654	5.3%	46.71	89,339,752	4.9%	3,275,570	3,573,590	31,380,047	51,110,545
2007 *	1,996,542	4.4%	44.45	88,754,736	-0.7%	2,526,251	3,550,189	31,417,753	51,260,544
2008 *	1,986,145	-0.5%	41.37	82,165,310	-7.4%	2,351,403	3,286,612	29,080,372	47,446,923
2009 *	2,006,347	1.0%	34.34	68,895,553	-16.2%	2,049,951	2,755,822	24,354,116	39,735,663
2010 *	1,951,269	-2.7%	35.32	68,910,756	0.0%	2,219,165	2,756,430	24,295,361	39,639,799
2011 *	1,966,630	0.8%	37.29	73,326,675	6.4%	2,449,339	2,933,067	25,818,822	42,125,447
2012 -	1,982,000	0.8%	38.88	77,056,739	5.1%	2,573,935	3,082,270	26,716,970	44,704,736
2013	2,002,000	1.0%	40.11	80,301,690	4.2%	2,750,567	3,211,473	28,249,067	46,090,583
2014	2,057,000	2.7%	39.82	81,907,724	2.0%	2,805,578	3,275,702	28,814,049	47,012,395
2015	2,112,000	2.7%	39.56	83,545,879	2.0%	2,861,690	3,341,216	29,390,330	47,952,643
2016	2,167,000	2.6%	39.32	85,216,797	2.0%	2,918,924	3,408,041	29,978,136	48,911,696
2017	2,220,000	2.4%	39.15	86,921,133	2.0%	2,977,302	3,476,202	30,577,699	49,889,930
2018	2,274,000	2.4%	38.99	88,659,556	2.0%	3,036,848	3,545,726	31,189,253	50,887,729
2019	2,321,000	2.1%	38.96	90,432,748	2.0%	3,097,585	3,616,640	31,813,039	51,905,484
2020	2,365,000	1.9%	39.00	92,241,404	2.0%	3,159,537	3,688,973	32,449,300	52,943,594
2021	2,405,000	1.7%	39.12	94,086,232	2.0%	3,222,728	3,762,752	33,098,286	54,002,466
2022	2,443,000	1.6%	39.28	95,967,955	2.0%	3,287,182	3,838,007	33,760,251	55,082,515
2023	2,478,000	1.4%	39.50	97,887,315	2.0%	3,352,926	3,914,768	34,435,456	56,184,165
2024	2,512,000	1.4%	39.75	99,845,060	2.0%	3,419,984	3,993,063	35,124,165	57,307,848
2025	2,545,000	1.3%	N/A+	50,920,981	+	1,744,192	2,036,462	17,913,324	29,227,003
				$ 2,108,088,252		$ 72,145,406	$ 84,315,176	$ 704,345,402	$ 1,247,303,440

Totals may be off slightly due to rounding
* Actual Sales Tax receipts
+ Partial Year -- Ratios would be skewed if calculated

Appendix I
Interfund Loans

SOUTHERN NEVADA WATER AUTHORITY

Southern Nevada Water Authority
INTERFUND LOAN ACTIVITY
Historical Through June 30, 2012
Projected From July 1, 2012 - June 2025[1/]

HISTORICAL

Fiscal Year	Beginning Balance	Borrowings	Payback From Sales Tax[2/]	Payback From Grants	Total Payback
2006	$ -	$ 1,771,721	$ 3,246	$ -	$ 3,246
2007	1,768,475	3,043,206	243,901		243,901
2008	4,567,781	8,128,593	675,279	9,322,409	9,997,688
2009	2,698,686	2,145,993	2,775,949		2,775,949
2010	2,068,730	4,884,051	1,131,523	1,063,408	2,194,931
2011	4,757,850	994,459	2,805,838	2,317,606	5,123,444
2012	628,865	2,855,066	1,887,910	-	1,887,910
2013	1,596,021				
		$ 20,968,023	$ 7,635,735	$ 12,703,423	$ 20,339,158

PROJECTED

Fiscal Year	Beginning Balance Interfund Loan	Construction To be Financed With Sales Tax[3/4/]	Interest Expense	Sales Tax Receipts
2013	$ 1,596,021	$ 11,648,084	$ 213,660	$ 3,146,871
2014	10,310,894	10,965,212	627,496	3,243,588
2015	18,660,014	7,600,124	957,581	3,308,459
2016	23,909,259	4,544,226	1,140,337	3,374,629
2017	26,219,194	1,447,270	1,175,035	3,442,122
2018	25,399,377	-	1,094,421	3,510,964
2019	22,982,834	-	970,083	3,581,183
2020	20,371,734	-	835,946	3,652,807
2021	17,554,873	-	691,451	3,725,863
2022	14,520,461	-	536,004	3,800,380
2023	11,256,086	-	368,985	3,876,388
2024	7,748,683	-	189,738	3,953,916
2025	3,984,506		48,487	3,014,763
2026	1,018,231			1,018,231
2027	(0)			
		$ 36,204,915	$ 8,849,223	$ 46,650,160

1/ All amounts shown have been converted into fiscal years (July 1, 20xx to June 30, 20xx+1)

2/ Sales tax has also been used for pay-as-you-go construction costs

3/ Estimated construction is based on cash flow projections in the Las Vegas Wash Capital Plan assuming remainder to be paid with additional future grant revenues.

4/ The 2011 Nevada State Legislature passed legislation allowing the June 30, 2025, sunset of sales tax collection to be lifted subject to Clark County approval. At this writing, Clark County has not approved the sunset lift. If the sunset is lifted, additional construction might be allowed to be funded with the revenue source.

Appendix J
Completed Projects Summary

Completed Projects Summary

Project No.	Project Title	Year Completed	Cost ($1,000)
810B	Temporary Demonstration Weir	1999	$173
810A	Fire Station Weir	2000	$63
910-AR (810C)	Historic Lateral Weir	2000	$1,823
810D	Pabco Weir (Clark County)	2000	$5,700
810H	Monson Weir	2002	$152
810J	Visitor Center Weir	2002	$172
810E	Bostick Weir	2003	$5,020
170-A (810N)	Rainbow Gardens Weir	2004	$7,238
810R	Calico Ridge (Landfill Weir)	2005	$1,868
810P	Powerline Crossing Weir	2007	$5,883
810F	Upper Diversion Weir and Outfall Channel	2008	$12,850
810Y	DU Wetlands No. 2 Weir	2009	$3,470
810M	Lower Narrows Weir	2011	$3,494
810L	Homestead Weir	2011	$6,490
810V	DU Wetlands No. 1 Weir	2012	$4,126
810X	Upper Narrows Weir	2013	$6,683
810G	Duck Creek Confluence Weir	2013	$6,683
830C/840C	Bank Protection - Historic Lateral (5,000 lf)	2001	$428
840J	Bank Protection South - Visitor Center (1,100 lf)	2001	$88
840B	Bank Protection South - Demonstration (1,200 lf)	2001	$177
840T	Bank Protection South - D-14 Extension (400 lf)	2001	$44
830N/840N	Bank Protection - Three Kids Wash (Rainbow Gardens) (2,600 lf)	2002	$92
830J	Bank Protection North - Visitor Center (400 lf)	2002	$41
830H/840H	Bank Protection - Monson (400 lf)	2002	$40
830T	Bank Protection North - D-14 Extension (300 lf)	2002	$10
840Q	Bank Protection South - Wells (1,100 lf)	2003	$95
830L	Bank Protection North - Homestead (1,600 lf)	2003	$146
840V	Bank Protection South - DU Wetlands No. 1 (800 lf)	2003	$62
830M	Bank Protection North - Lower Narrows (1,500 lf)	2003	$129
840R	Bank Protection South - Calico Ridge (Landfill) (600 lf)	2003	$50
840X	Bank Protection South - Upper Narrows (900 lf)	2003	$78
830N/840N	Bank Protection - Rainbow Gardens (1,585 lf)	2005	$74
830D	Bank Protection North - Pabco (640 lf)	2005	$68
830E/840E	Bank Protection - Bostick (2,205 lf)	2005	$127
830D/840D	Bank Protection - Pabco (1,725 lf)	2006	$48
830W/840W	Bank Protection - Sunrise Mtn (1,765 lf)	2006	$74
840S	Bank Protection South - Tropicana (575 lf)	2006	$21
830C/840C	Bank Protection - Historic Lateral (3,075 lf)	2008	$321
840D	Bank Protection South - Pabco (520 lf)	2008	$40
840A	Bank Protection South - Fire Station (630 lf)	2010	$469
840G	Bank Protection South - Duck Creek Confluence (700 lf)	2010	$90
840D	Bank Protection South - Pabco (320 lf)	2011	$122
830C	Bank Protection North - Historic Lateral (400 lf)	2011	$152
830E	Bank Protection North - Bostick (155 lf)	2011	$59
830D	Bank Protection North - Pabco (690 lf)	2012	$65

Completed Projects Summary

Project No.	Project Title	Year Completed	Cost ($1,000)
880B	Revegetation South - Demonstration (4.23 ac)	2000	$63
870C/880C	Revegetation - Historic Lateral (4.90 ac)	2001	$74
880D/870D	Revegetation - Pabco (7.40 ac)	2001	$111
870H/880H	Revegetation - Monson (2.78 ac)	2002	$48
870J/880J	Revegetation - Visitor Center (1.84 ac)	2002	$32
880E	Revegetation South - Bostick (6.55 ac)	2004	$115
870R/880R	Revegetation - Calico Ridge (Landfill) (6.80 ac)	2005	$117
870E	Revegetation North - Bostick (7.85 ac)	2005	$47
870D	Revegetation North - Pabco (3.40 ac)	2005	$2
880P	Revegetation South - Powerline (14.91 ac)	2007	$245
880F	Revegetation South - Upper Diversion (17.58 Ac)	2009	$145
870Y/880Y	Revegetation - DU Wetlands No. 2 (0.89 Ac)	2010	$2
870M/880M	Revegetation - Lower Narrows & Homestead (22.64 Ac)	2011	$3
870M/880M	Revegetation - Lower Narrows & Homestead (5.14 Ac)	2012	$23
860A	2000 Materials Transportation Program	2000	$304
860B	2001 Materials Transportation Program	2001	$753
860C	2002 Materials Transportation Program	2002	$866
860D	2003 Materials Transportation Program	2003	$489
860E	2004 Materials Transportation Program	2004	$806
860F	2005 Materials Transportation Program	2005	$216
860G	2006 Materials Transportation Program	2006	$590
860H	2007 Materials Transportation Program	2007	$513
860J	2008 Materials Transportation Program	2008	$667
860K	2009 Materials Transportation Program	2009	$209
860Q	2010 Materials Transportation Program	2010	$329
890A	2011 Materials Transportation Program	2011	$178
890A	2012 Materials Transportation Program	2012	$194
860L	2001 Topographic Mapping	2001	$80
860M	2005 Topographic Mapping	2005	$80
860N	2008 Topographic Mapping	2008	$63
860S	Sediment Study I	2003	$177
860T	Sediment Study II	2008	$236

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

February 21, 2013

Subject: Citizens Advisory Committee	**Director's Backup**
Petitioner: John J. Entsminger, Senior Deputy General Manager	
Recommendations: That the Board of Directors make an appointment to fill a vacancy on the Integrated Resource Planning Advisory Committee.	

Fiscal Impact:
None by approval of the above recommendation.

Background:
On April 19, 2012, the Board of Directors approved an integrated resource planning process to evaluate current and long-term Authority initiatives including resource development and management, construction and maintenance of facilities, funding, planning, conservation and water quality. To support this effort, the Board established the Integrated Resource Planning Advisory Committee (IRPAC) to discuss these issues comprehensively and ultimately make recommendations to the Board.

On May 17, 2012, the Board appointed 21 members to the committee, representing a broad spectrum of community interests. Since then, external commitments have necessitated the replacement of D. Taylor representing Southern Nevada's labor sector.

At this time, the Board is being asked to appoint a new committee member to represent the community's labor sector on the Integrated Resource Planning Advisory Committee.

This action is authorized pursuant to Section 6(p) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:

Patricia Mulroy, General Manager
PM:JJE:PDS:JAW:AMB:LS:KH
Attachment

AGENDA ITEM # 6

Integrated Resource Planning Advisory Committee
MEMBERS

Name, Organization (if applicable)	Representing:
Tom Burns, Cragin & Pike Insurance	Las Vegas Chamber
Kirk Clausen, Wells Fargo Bank	Financial Industry
Thalia Dondero, Retired	Southern Nevada Residents
Bob Ferraro, Retired	Senior Citizens
Mike Forman, Green Valley Ranch Community Association	Homeowners Associations
Garry Goett, Olympia Companies	Golf Courses
Joyce Haldeman[1], Clark County School District	Education
Warren Hardy, Associated Builders and Contractors	General Contractors
Katherine Jacobi, Nevada Restaurant Association	Restaurants
Carol Jefferies, Retired	Southern Nevada Residents
Bob Kasner, Retired	Henderson Chamber
Jennifer Lewis, Lewis Group of Companies	Development
Otto Merida, Latin Chamber	Latin Chamber of Commerce
Bobbi Miracle, Commercial Executives	Realtor/Financial Industry
Phil Ralston, American Nevada Corporation	Industrial/Commercial Business
John Restrepo, RCG Economics	North Las Vegas Chamber
Scot Rutledge, Nevada Conservation League	Environmental
David Scherer, Newmark Grubb Knight Frank	Small Industrial/Commercial Business
VACANT	Labor
Danny Thompson, AFL-CIO	Building Trades
Virginia Valentine, Nevada Resort Association	Hospitality/Gaming

[1] Joyce Haldeman filled the vacancy left by Dwight Jones, as appointed at the September 20, 2012 SNWA Board meeting.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

February 21, 2013

Subject: Regular Board Meetings	**Director's Backup**
Petitioner: Patricia Mulroy, General Manager	
Recommendations: That the Board of Directors discuss the Authority's regular Board meeting schedule and take action as appropriate.	

Fiscal Impact:
None by approval of the above recommendation.

Background:
The SNWA 1995 Amended Cooperative Agreement provides for the Authority's Board of Directors to establish the meeting dates and times for its regular meetings. Currently, meetings are scheduled for the third Thursday of each month.

At this time, the Board is being asked to discuss the Authority's regular board meeting schedule and take action as appropriate.

This item is authorized pursuant to Section 16 of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:

PMulroy

Patricia Mulroy, General Manager
PM:JJE:~~PDS:JAW:AM~~B:LS:KH

AGENDA ITEM # 7

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

February 21, 2013

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, the development of in-state water resources, and the status of the third intake project.	

Fiscal Impact:
None by approval of the above recommendation.

Background:
The Colorado River Basin has been experiencing a severe drought that 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.

In May 2005, the Board of Directors approved a project for design and construction of a third intake in Lake Mead with the primary objective of protecting southern Nevada's water supply from significant loss of system capacity resulting from a continuing decline in lake elevation. The project design and environmental approvals were completed by 2007. Construction began on the project in March of 2008.

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, the development of in-state water resources, and the status of the third intake project.

The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:

PMulroy

Patricia Mulroy, General Manager
PM:JJE:td

AGENDA ITEM # 8