



SOUTHERN NEVADA
WATER AUTHORITY

AGENDA

SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – MARCH 17, 2016

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

Board of Directors
Mary Beth Scow, Chair
Sam Bateman, Vice Chair
Bob Coffin
Marilyn Kirkpatrick
Duncan McCoy
Steve Sisolak
Anita Wood

John J. Entsminger,
General Manager

Date Posted: Mar. 10, 2016

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 the Agenda Coordinator at (702) 258-3939 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.

Visit our website at <http://www.snwa.com> or main office at 1001 S. Valley View Boulevard, Las Vegas, Nevada for Southern Nevada Water Authority agenda postings, copies of supporting material and approved minutes. To receive meeting information, including supporting material, contact the Agenda Coordinator at (702) 258-3939 or agendas@snwa.com.

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 meeting minutes from January 21, 2016.
2. *For Possible Action:* Receive a presentation from the Authority's Youth Advisory Council and direct staff accordingly.

CONSENT AGENDA Items 3 - 7 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

3. *For Possible Action:* Approve and authorize the General Manager to sign a task order between Carollo Engineers, Inc., and the Authority for the Authority's continued participation in the Water Research Foundation study, Blending Requirements for Water from Direct Potable Reuse Treatment Facilities, and accept additional funds.

4. *For Possible Action:* Approve and authorize the General Manager to sign Amendment No. 1 to the agreement between Spring Valley Associates, LLC, and the Authority for professional staffing services for the Authority's Northern Resources properties.
5. *For Possible Action:* Approve and authorize the General Manager to execute a purchase agreement between Ameron Water Transmission Group, LLC, and the Authority for the supply of 355 feet of large diameter steel pipe and associated fittings for the Lake Mead Intake No. 3 Low Lake Level Pumping Station Discharge Aqueducts, and authorize the General Manager to approve change orders for additional costs.
6. *For Possible Action:* Approve the award of Bid No. 2304-15, Annual Requirements Contract for Liquid Chlorine, for a period of one year from date of award, with the option to renew for four additional one-year periods, and authorize an increase in an amount not to exceed 5 percent for each renewal term.
7. *For Possible Action:* Approve the award of Bid No. 2306-15, AMSWTF Filter Beds 1 and 2 Butterfly Valves.

BUSINESS AGENDA

8. *For Possible Action:* Approve and authorize the General Manager to accept funds to develop a preliminary interpretive plan for a Colorado River traveling exhibit; authorize the Authority to contribute as a co-project participant; and authorize the General Manager to enter into and execute agreements to accept these contributions and other agreements that may be necessary to effectuate the development of the Plan.
9. *For Possible Action:* Receive an update on conservation activities and approve new conservation initiatives, including a revised watering schedule and uniform fountain policy.
10. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form, a water service agreement between Playa Solar 1, LLC, and Playa Solar 2, LLC, collectively, and the Authority for construction water services, and authorize the General Manager to enter into ministerial agreements necessary to effectuate.
11. *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 construction activities near Lake Mead.

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.

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
REGULAR MEETING
JANUARY 21, 2016
MINUTES**

CALL TO ORDER 9:02 a.m., Colorado River Conference Rooms, Southern Nevada Water Authority, 100 City Parkway, Seventh Floor, Las Vegas, Nevada

BOARD MEMBERS PRESENT Mary Beth Scow, Chair
Sam Bateman, Vice Chair
Marilyn Kirkpatrick
Bob Coffin
Duncan McCoy (Via phone for items 1-4, 8, 9)
Steve Sisolak
Anita Wood

BOARD MEMBERS ABSENT None

STAFF PRESENT John Entsminger, Greg Walch, Julie Wilcox, Dave Johnson

OTHERS PRESENT Guy Hobbs, Hobbs, Ong and Associates

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

COMMENTS BY THE GENERAL PUBLIC

For complete comments, audio is available online at snwa.com

There were no persons were wishing to be heard.

Items 8 and 9 were considered out of order.

1. For Possible Action: Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Vice Chair Bateman to approve the meeting's agenda, with the move of items 8 and 9 to follow item 4, and the meeting minutes of November 19, 2015. The motion was approved.

CONSENT AGENDA: The following items are considered routine and were taken in one motion.

- 2. For Possible Action: Renew the Amended and Restated Interlocal Contract between the Las Vegas Valley Water District and the Authority, authorizing the General Manager of the District to serve as the General Manager of the Authority, and utilizing the staff and resources of the District to manage the affairs of the Authority.**
- 3. For Possible Action: Approve two resolutions authorizing the submission of grant proposals to the Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grant Program.**
- 4. For Possible Action: Approve and authorize the General Manager to execute the Second Amendment to Memorandum of Agreement by and among the U.S. Fish and Wildlife Service, Coyote Springs Investment LLC., Moapa Band of Paiutes, Moapa Valley Water District, and the Authority.**

FINAL ACTION: Director Sisolak made a motion to approve staff's recommendations. The motion was approved.

BUSINESS AGENDA

- 8. For Possible Action: Adopt the 2016A Revenue Refunding Bond Resolution, providing for the issuance of Water Revenue Refunding Bonds, Series 2016A, in the maximum principal amount of \$321,725,000 to refinance outstanding bonds for the Authority.**

FINAL ACTION: Director Coffin made a motion to approve staff's recommendation. The motion was approved.

9. **For Possible Action: Adopt the 2016B Revenue Refunding Bond Resolution, providing for the issuance of Water Revenue Refunding Bonds, Series 2016B, in the maximum principal amount of \$344,275,000 to refinance outstanding bonds for the Authority.**

FINAL ACTION: Director Wood made a motion to approve staff's recommendation. The motion was approved.

5. **For Possible Action: Approve and authorize the General Manager to sign an agreement between Brown and Caldwell and the Authority for professional engineering services for the Fluoride System Improvements Project at Alfred Merritt Smith Water Treatment Facility in an amount not to exceed \$179,451, and authorize approval and execution of amendments to the agreement for a total amount not to exceed 10 percent of the base amount and within the general scope of the agreement.**

FINAL ACTION: Vice Chair Bateman made a motion to approve staff recommendations. The motion was approved.

6. **For Possible Action: Approve and authorize the General Manager to execute a purchase agreement between Ferguson Enterprises, Inc., and the Authority in the amount of \$749,999 for the supply of one 120-inch diameter high pressure valve and one 120-inch diameter low pressure valve for the Lake Mead Intake No. 3 Low Lake Level Pumping Station Discharge Aqueducts, and authorize the General Manager to approve change orders for additional costs.**

Director Coffin stated he was concerned about the price, asked what type of metal is used that makes it durable and expensive, and if it will always be in use once the system starts. Marc Jensen, Director of Engineering, responded that the valves are specialized because of their size, not the material, and are custom-manufactured to fit the specific requirements of the installation. Director Coffin asked what steel is used to make the valves. Mr. Jensen replied that the valves are made from a combination of alloys, but stainless steel is one of the primary components.

Chairwoman Scow asked if the valves will increase the price of the overall project if the project is postponed to the beginning of 2017. Mr. Jensen replied that he didn't believe so, but beginning the project sooner may save some money.

FINAL ACTION: Vice Chair Bateman made a motion to approve staff recommendations. The motion was approved.

7. **For Possible Action: Approve and adopt the Southern Nevada Water Authority Reserve Policy.**

Mr. Entsminger outlined the components of the proposed reserve policy.

Director Sisolak asked where the existing funds are housed; Mr. Entsminger answered that the money primarily exists as cash on the books. Following Director Sisolak's question on earnings, Guy Hobbs, Hobbs Ong & Associates, explained, that over the course of the last year, the Authority's Finance Department reviewed the investment approach. Mr. Hobbs stated that the Authority has been looking at cash flow needs and are trying to better match terms of investment to increase yields that the Authority has been receiving.

Director Sisolak and Mr. Hobbs went on to discuss the options to increase the return on investments. Mr. Entsminger recognized Director Sisolak's concern about the rate of return, but noted that maintaining a reserve policy and appropriate cash reserve levels will provide for a good bond rating. Additionally, Mr. Entsminger noted that money earned that exceeds the reserve policy limit can be used as debt defeasance and one-time capital projects, while avoiding borrowing altogether.

Director Coffin noted his concern about establishing a reserve policy, and mentioned that having a large reserve is defensible when there is a sustainable source of revenue. Vice Chair Bateman gave the example of the instability due to the reliance on connection charges, and noted a reserve policy would provide more stability in funding sources. Mr. Entsminger recognized the Board's efforts in stabilizing the Authority's finances by implementing revenue streams that avoid elasticity swings and the establishing a means to fund the Rate Stabilization Fund.

Director Wood recognized the policy as a means to help constituents better understand what the reserve is for and why rate increases are needed.

Director Coffin again noted his concern about adopting a reserve policy today, and considered that the ranking of reserve priorities might be upside down.

Director Sisolak asked if it was possible for another entity or the state to have access to the Authority’s reserve fund, if it was deemed necessary. Director Kirkpatrick replied, noting a Nevada Supreme Court ruling that established a precedent that reserve funds could not be accessed. She noted that establishing a reserve policy would better protect the Authority from the threat of this happening, as it justifies the fund’s amount.

Following more discussion on the topic, Director Kirkpatrick again noted that policies like these are needed to serve as a safety precaution from economic declines. Mr. Entsminger reminded the Board that a budget workshop is scheduled for April where the topic could be further discussed.

FINAL ACTION: Vice Chair Bateman made a motion to approve staff’s recommendation. The motion was approved with Director Coffin voting no.

10. 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 construction activities near Lake Mead.

Mr. Entsminger gave a briefing for the month: snowpack projections remain positive, but cautioned that the most important snowpack months are March and April. Mr. Entsminger also included that a full presentation on hydrologic conditions, along with an update on the status of \$2 per square foot turf removal promotion, will be brought to the March meeting.

NO ACTION REQUIRED.

Public Comment

There was no public comment.

Adjournment

There being no further business to come before the board, the meeting adjourned at 9:50 a.m.

APPROVED:

Mary Beth Scow, Chair

John J. Entsminger, 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.

RESERVE COMPONENTS	
Component	Purpose
Base Operating Reserve	To fund 180 days of operations
Debt Service Reserve	To fund one year of maximum annual debt service
Capital-related Reserve	To fund one year average of future capital needs
Unforeseen Events Revenue	To fund 1 percent of depreciable assets

RESERVE COMPONENTS	
Component	Purpose
Base Operating Reserve	To fund 180 days of operations <i>Approximately \$70 million</i>
Debt Service Reserve	To fund one year of maximum annual debt service <i>Approximately \$300 million (includes debt service on new \$520 million)</i>
Capital-related Reserve	To fund one year average of future capital needs <i>Approximately \$70 million</i>
Unforeseen Events Revenue	To fund 1 percent of depreciable assets <i>Approximately \$30 million</i>

2016 RESERVES TARGET	
Total of Reserve Components	\$470.0 million
June 30, 2015 Reserves Balance	<u>\$390.6 million</u>
Total Reserves over/(under) Target	\$ (79.4) million

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM**

March 17, 2016

Subject: SNWA Youth Advisory Council	Director's Backup
Petitioner: John J. Entsminger, General Manager	
Recommendations: That the Board of Directors receive a presentation from the Authority's Youth Advisory Council and direct staff accordingly.	

Fiscal Impact:

None by approval of the above recommendation.

Background:

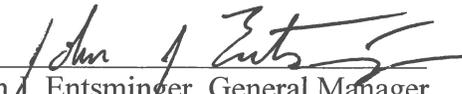
In 1999, the Authority's first Youth Advisory Council (YAC) was formed at the request of the Board of Directors. Now in its 17th year, the YAC provides a forum for Clark County high school students to participate in the planning, policy development, and evaluation of water issues affecting Southern Nevada. As part of the program, students are asked to think critically and present recommendations to the Board regarding local and regional water issues and topics.

After investigating water issues impacting Southern Nevada, as well as the entire American Southwest, this year's YAC decided to focus on water usage in local agriculture, and more specifically, about how to efficiently and sustainably irrigate gardens both in the home and in the local community. The YAC began its project by researching the most effective and practical watering methods, and reached out to local experts for advice and application, specifically in drip-irrigation methods given its large-scale application in Southern Nevada. Ultimately, YAC decided to develop an educational presentation on what drip irrigation is, why it is used in desert agriculture, and how to build your own drip irrigation system both with high-quality pieces of equipment and recycled household items. The students used images, data, and demonstrative tools to present their project at the Springs Preserve and local schools who were implementing their own school gardens.

At this time, the Board is being asked to receive a presentation from the 2015-16 YAC and to direct staff accordingly.

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:



John J. Entsminger, General Manager
JJE:JAW:AMB:BB:PP

AGENDA
ITEM #

2

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM**

March 17, 2016

Subject: Amendment	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign a task order between Carollo Engineers, Inc., and the Authority for the Authority's continued participation in the Water Research Foundation study, Blending Requirements for Water from Direct Potable Reuse Treatment Facilities, and accept additional funds in an amount not to exceed \$50,000.	

Fiscal Impact:

If the above recommendation is approved, \$50,000 will be added to Task Order No. 1, for a total amount of \$161,376 to be received from Carollo Engineers, Inc.

Background:

On December 10, 2014, the Board of Directors approved an agreement and task order with Carollo Engineers, Inc. (Carollo), for the Water Research Foundation study, Blending Requirements for Water from Direct Potable Reuse Treatment Facilities (Project). Task Order No. 1 covered bench-scale and analytical testing of samples collected at three water facilities.

If approved, Task Order No. 2 is intended to cover the Authority's time and expenses to provide bench-scale and analytical testing for an additional facility, as well as associated technical evaluation of the findings. The funding to be received by the Authority for Task Order No. 2 would be added to Task Order No. 1, for a total Project funding of \$161,376.

The main goal of this Project is to provide recommendations and guidance for the appropriate use of blending as part of a potable reuse treatment system. Because water suppliers are increasingly being forced to consider compromised or nontraditional water sources including domestic wastewater effluent, the research from this Project will benefit the Authority, as well as other water agencies, both nationally and internationally.

This task order is being entered into pursuant to Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the task order.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:DLJ:KPF:DJR:ED:jf
Attachments

AGENDA
ITEM #

3

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		Carollo Engineers, Inc.					
(Include d.b.a., if applicable)		N/A					
Street Address:		2700 Ygnacio Valley Road, Suite 300			Website: www.carollo.com		
City, State and Zip Code:		Walnut Creek, CA 94598			POC Name and Email: B. Narayanan - narayanan@carollo.com		
Telephone No:		(925) 932-1710			Fax No: (925) 930-0208		
Local Street Address:		376 E. Warm Springs Road, Suite 250			Website: www.carollo.com		
City, State and Zip Code:		Las Vegas, NV 89119			Local Fax No: (702) 792-4533		
Local Telephone No:		(702) 792-3711			Local POC Name Email: Lisa Freestone - lfreestone@carollo.com		
Number of Clark County, Nevada Residents Employed: 19							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the 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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
B. Narayanan	President	5.18%
G. Warren Adams	Chief Financial Officer	<5%
Michael Barnes	Secretary	<5%
Ash Wason	Treasurer	<5%

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 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 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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further understand that the SNWA will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Lisa Freestone

Signature
Vice President

Lisa Freestone, P.E.

Print Name
February 15, 2016

Date

Title

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF SNWA EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO SNWA EMPLOYEE OR OFFICIAL	SNWA EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For SNWA Use Only:

If no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

No Disclosure

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the SNWA employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the SNWA employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

No SNWA (or LVRWD) employees were noted.

David J. Rexing
Signature

David J. Rexing
Print Name
Authorized Department Representative

N/A

TASK ORDER NO. 2

CAROLLO ENGINEERS, INC.

AND

SOUTHERN NEVADA WATER AUTHORITY

This Task Order is issued by the Carollo Engineers, Inc., (ENGINEER) and accepted by the Southern Nevada Water Authority (CONSULTANT) pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 10th day of December, 2014, in connection with:

**Water Research Foundation Project No. 4536:
Blending Requirements for Water from Direct Potable Reuse Treatment Facilities**

(Project)

PURPOSE

Task Order No. 2 is intended to cover CONSULTANT's time and expenses to support an amendment to Task 3 (performing detailed water quality analysis, bench-top water treatment simulations, and operation of premise plumbing rigs), and Task 4 (reporting of results done by CONSULTANT and review of overall results and deliverables) of the original Water Research Foundation (WaterRF) Funding Agreement entitled "Blending Requirements for Water from Direct Potable Reuse Treatment Facilities" (Project No. 4536). Details of the CONSULTANT's work are attached to this Agreement up to a maximum fee of \$50,000. Amendment 3 to the WaterRF Funding Agreement is attached for reference. The CONSULTANT's Project Manager, Eric Dickenson (hereinafter "Project Manager"), will oversee bench-scale tests and analytical work (Task 3).

TIME OF PERFORMANCE

All work for this project is scheduled to take place between December 21, 2015, and March 1, 2017.

EFFECTIVE DATE

This Task Order No. 2 is effective as of the _____ day of March, 2016.

IN WITNESS WHEREOF, duly authorized representative of the ENGINEER and of the CONSULTANT have executed this Task Order No. 2 evidencing its issuance by ENGINEER and acceptance by CONSULTANT.

CAROLLO ENGINEERS, INC.

SOUTHERN NEVADA WATER AUTHORITY

By: *Adam Spurgeon*
[Title]
VP

By: _____
John J. Entsminger, General Manager

APPROVED AS TO FORM:

By: _____
[Title]

By: *Laura Ellen Browning*
Laura Ellen Browning, Deputy Counsel

Detailed Scope Amendments

The added testing scenarios are shown schematically in Figure 1. Table 1 presents a summary of the scenarios and the analytical tests that will be conducted by both the Authority and Virginia Tech. The following sections describe the scope of work for the added case study.

This task consists of incorporating the proposed experimental plan for the Tujunga/Purified water testing into the overall testing plan and schedule for WaterRF Project 4536. A utility specific protocol will be developed to provide field staff the appropriate information for conducting the sampling events. Figure 1 and Tables 1 and 2, presented below, highlight the planned testing for the case study.

The research will:

- Evaluate the impact of blending purified water with groundwater, resulting in a finished drinking water. This will be done at different blending ratios.
- Evaluate corrosion and premise plumbing issues in full accordance with the larger 4536 project.

For the testing scenarios that involve the simulated distribution system tests (pipe rigs), two sampling events will be conducted, and each time approximately 20 gallons of water is required for each water. In addition, several sampling events will require field filtration for microbial analyses.

Assumptions:

- All sampling will be conducted by Carollo staff
- All field filtering from microbial analyses will be conducted by Carollo staff
- Carollo will provide carboys for the water samples
- Carollo will pay for sample shipping costs

The Authority and Virginia Tech will provide the water quality analyses as shown in Table 1¹, using identical test methods as all prior work. The Authority and Virginia Tech will summarize the results of all the listed testing.

¹ Virus work is to be done by BioVir under contract with the Authority.

Anheuser Busch

SNWA

Virginia Tech

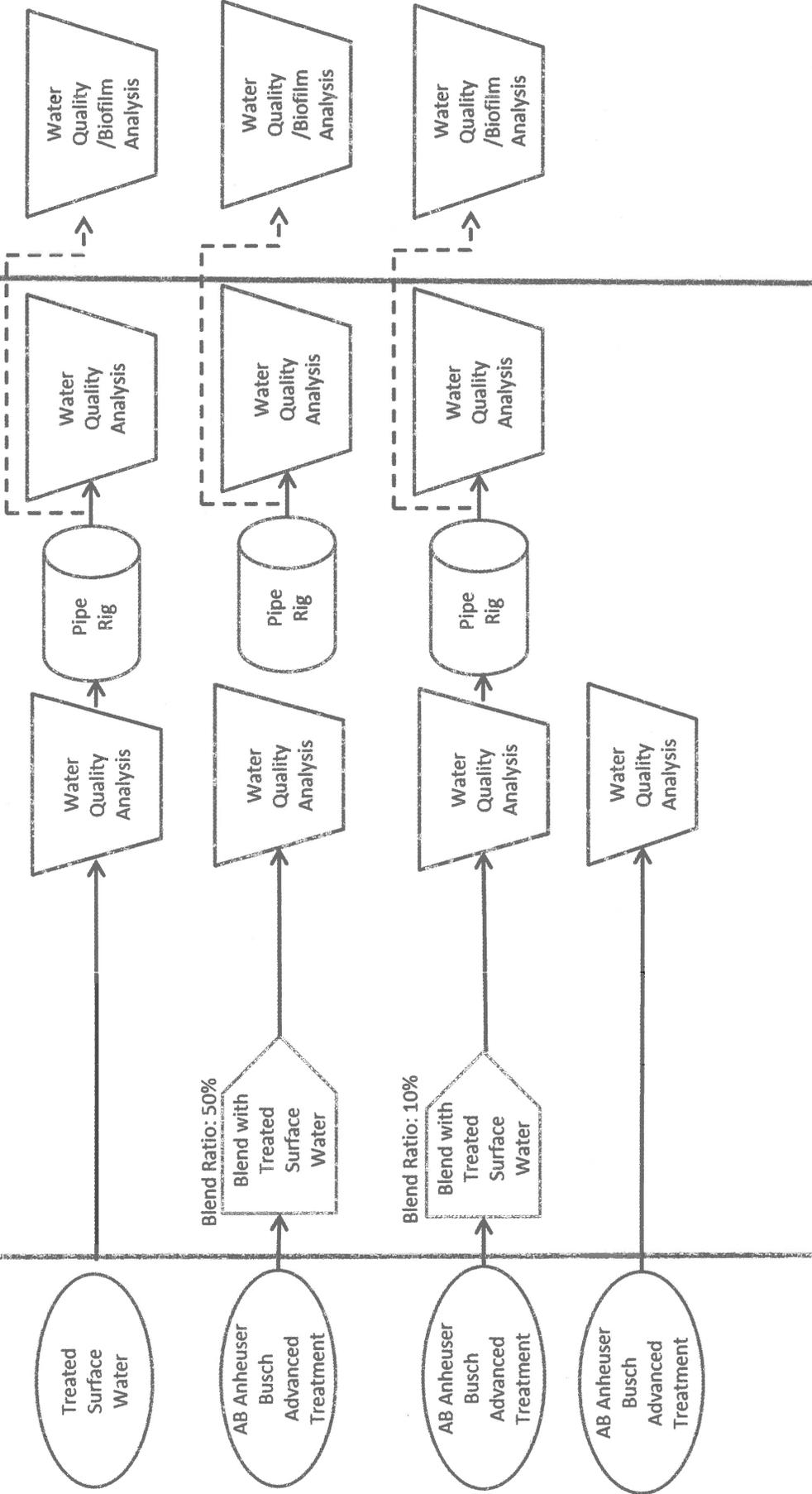


Table 1. Summary of Testing Scenarios and Analyses for Tujunga DPR Blending Project

Sample Location/Test Scenario	Blending Scenario		Simulated Treatment Scenario - Post Blending		Simulated Distribution System (Y/N)	Water Quality Analyses												
	Blending Sources	Blending % Effluent	Simulated Water Treatment (Y/N)	Simulated WTP		LAB A	LAB B	LAB B1	LAB B2	LAB C	LAB D	LAB E	LAB F	LAB G				
															Sample Points	Sample Points	Sample Points	Sample Points
Tujunga Groundwater	--	--	--	--	Y	6	1	-	-	2	4	2	-	-	-	-	-	-
Purified Water - 10%	Groundwater	10%	N	--	Y	10	1	2	1	2	4	2	2	2	2	2	2	3
Purified Water - 50%	Groundwater	50%	N	--	Y	10	1	2	1	2	4	2	2	2	2	2	2	3
Purified Water - 100%	--	--	--	--	N	3	3	3	3	-	-	-	-	-	-	-	-	-
Total						29	6	7	5	6	12	6	6	6	6	6	9	9



P 303.347.6100 F 303.730.0851

www.WaterRF.org

6666 W Quincy Ave., Denver CO 80235-3098

November 24, 2015



Andy Salvesson
Associate
Carollo Engineers
2700 Ygnacio Valley Rd., #300
Walnut Creek, CA 94598-3464

Dear Mr. Salvesson:

This serves as Amendment Three (3) to Project Funding Agreement entitled "Blending Requirements for Water from Direct Potable Reuse Treatment Facilities," for Water Research Foundation Project 04536.

Your request for an Add-on has been approved. Please see the attached documentation for reference.

This Amendment will be effective upon the Water Research Foundation's receipt of the fully executed amendment. All other terms and conditions of the Project Funding Agreement remain the same.

PLEASE NOTE: The Foundation is now emailing out final signed legal documents in a PDF format.

1. Review document and have a duly authorized representative and the Principal Investigator sign the amendment.
2. Only this signature page is required to be returned back to the Foundation.
3. Please **Email** a scanned PDF of the executed signature page to the following:
 - a. Peggy Falor at pfalor@WaterRF.org and
 - b. Corina Santos at csantos@WaterRF.org
4. Do not return the entire amendment, only this signature page.
5. Please return no later than **ten (10) calendar days** from receipt.

The Foundation will email a PDF of this fully executed amendment to you for your files.

Thank you for your assistance.

EPLS CHECKED
11/30/15
Date Name

received
11/25/15

Project 04536
Amendment Three

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed and dated as shown below.

Water Research Foundation

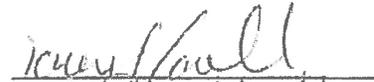


By: Robert C. Renner, P.E., B.C.E.E.

Title: Executive Director

Date: 11/25/15

Carollo Engineers, Inc.



By: Louis J. Garella

Title: EXEC VP

Date: 11/23/15



By: Andrew Salvesson

Title: VP

Date: 11/23/15

The undersigned parties have read and understand the terms, conditions, and deliverables of this Amendment.

Water Research Foundation



By: Katie Henderson

Title: Research Manager

Date: 11-24-15

Carollo Engineers, Inc.



By: Andy Salvesson

Title: Principal Investigator

Date: 11/23/15

Signature Page Instructions

1. Review document and have a duly authorized representative and the Principal Investigator sign this page.
2. Only this signature page is required to be returned back to the Foundation.
3. Please Email a scanned PDF of the executed signature page to the following:
 - a. Peggy Falor at pfalor@WaterRF.org and
 - b. Corina Santos at csantos@WaterRF.org
4. Do not return the entire amendment, only this signature page.
5. Please return no later than **ten (10) calendar days** from receipt.
6. The Foundation will email a PDF of this fully executed amendment to you for your files.

Search Results

Current Search Terms: carollo* engineers* Inc.*

Your search for "Carollo* Engineers* Inc.*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	CAROLLO ENGINEERS, INC.	Status: Active
DUNS: 045809316	CAGE Code: 1WWZ9	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 06/12/2016	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		

Glossary

[Search Results](#)

Entity

Exclusion

[Search Filters](#)

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.38.20151118-1122

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Search Results

Current Search Terms: Lou* carella*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

[Search Results](#)

Entity

Exclusion

[Search Filters](#)

[By Record Status](#)

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IEM v1.P.38.20151118-1122



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

Search Results

Current Search Terms: andrew* salveson*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

[Search Results](#)

[Entity](#)

[Exclusion](#)

[Search Filters](#)

[By Record Status](#)

[By Functional Area - Entity Management](#)

[By Functional Area - Performance Information](#)

SAM | System for Award Management 1.0

IBM v1.P.38.20151118-1122

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Title: Blending Requirements for Water from Direct Potable Reuse Treatment Facilities

<u>TASK</u>	<u>DUE DATE</u>
Begin Project	October 1, 2014
Scope of Work	November 1, 2014
Sub-recipient presents Proof of Insurance(s) or Certificate of Self Insurance & Worker's Compensation Insurance	November 1, 2014
Periodic Report 1 – electronic copy	January 1, 2015
Periodic Invoice 1	January 1, 2015
Periodic Report 2 (incl. Technical Summary & Web Update) - electronic copy	May 1, 2015
Periodic Invoice 2 – electronic copy	May 1, 2015
Periodic Report 3 – electronic copy	August 1, 2015
Periodic Invoice 3– electronic copy	August 1, 2015
Periodic Report 4 (incl. Technical Summary & Web Update) – electronic copy	November 1, 2015
Periodic Invoice 4	November 1, 2015
Periodic Report 5 – electronic copy	February 1, 2016
Periodic Invoice 5	February 1, 2016
Draft Report – electronic copy and one hardcopy	May 1, 2016
Draft Invoice	May 1, 2016
Final Report – electronic copy and one hardcopy	August 1, 2016
Final Report – Case Study	August 1, 2016
Letters of Confirmation from participating utilities	August 1, 2016
Exhibit E, Assignment of Copyright - Final Report	August 1, 2016
Exhibit E, Assignment of Copyright – Case Study	August 1, 2016
Final Invoice & Final Compensation	August 1, 2016
Project End & Foundation Publication Date	May 1, 2017

Note: Please submit one electronic copy of each Periodic Report. And submit one electronic copy for Draft & Final Report and hardcopy in MSWord format. For each report an invoice must be submitted for payment using Exhibit D – printed on your company letterhead.

BUDGET SUMMARY

Exhibit C
Project 04536
Amendment Three

Contractor: Carollo Engineers
2700 Ygnacio Valley Rd., Suite 300
Walnut Creek, CA 94598

ORGANIZATION	Original Award	Amended Award	Original Cost Share	Amended Cost Share	Original In-Kind	Amended In-Kind
Participants						
WaterReuse Research Foundation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Co-funders	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
San Francisco Public Utilities	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
Zone 7 Water Agency	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Contra Costa Water District	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Alameda County Water District	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
East Bay Municipal Utility	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Los Angeles Department of Water & Power	\$60,000.00	\$193,665.00*	\$0.00	\$0.00	\$0.00	\$0.00
Ventura Water	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$27,000.00	\$27,000.00
Participants						
NWRI	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00
Santa Clara Valley Water District	\$0.00	\$0.00	\$0.00	\$0.00	\$105,000.00	\$105,000.00
West Basin Municipal Water	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
Orange County Water District	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
Denver Water	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
Clean Water Services (Oregon)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of San Diego	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Southern Nevada Water Authority	\$0.00	\$0.00	\$75,000.00	\$75,000.00	\$0.00	\$0.00
Austin Water Utility	\$0.00	\$0.00	\$0.00	\$0.00	\$9,000.00	\$9,000.00

received
12/04/15

Exhibit C
Project 04536
Amendment Three
Continued

ORGANIZATION	Original Award	Amended Award	Original Cost Share	Amended Cost Share	Original In-Kind	Amended In-Kind
City of Peoria	\$0.00	\$0.00	\$0.00	\$0.00	\$9,000.00	\$9,000.00
City of Oxnard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Santa Rosa	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Norman Water Department	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Upper Occoquan Services District	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Baribeau Environmental Engineering	\$0.00	\$0.00	\$1,408.00	\$1,408.00	\$0.00	\$0.00
Southern Nevada Water Authority	\$0.00	\$0.00	\$75,000.00	\$75,000.00	INITIAL HERE	
Co-PIs	\$0.00	\$0.00				
Trussell Technologies, Inc.	\$0.00	\$0.00	\$4,302.00	\$4,302.00	\$0.00	\$0.00
Virginia Polytechnic Institute	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-recipient	\$0.00	\$0.00				
Carollo Engineers, Inc.	\$0.00	\$0.00	\$27,600.00	\$40,926.00	\$0.00	\$0.00
Water Research Foundation	\$195,000.00	\$195,000.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$425,000.00	\$558,665.00	\$108,310.00	\$121,336.00 \$121,636.00	\$195,000.00	\$195,000.00
Total Add-on (LADWP)		\$133,665.00		\$0.00 \$13,326.00		\$0.00
Total Project Budget \$728,310.00 Original/ \$861,975.00 \$875,301.00 Amended						

* Note - All Co-funders were contracted through separate Letters of Agreements. LADWP's original funding commitment was split between two years @ \$30,000.00 each year. LADWP's add-on funding (Amendment Three), of \$133,665.00 will be split with a payment of \$60,000.00 paid upon signed receipt of Amendment Three and the balance of \$73,665.00 to be paid in January 2016. For a total from LADWP of \$133,665.00 \$193,665.00.

Original Award Amount:	\$395,000.00
10% of Project Funds advanced on or following Effective Date:	\$39,500.00
Amount due upon the Foundation's acceptance of Draft Report:	\$39,500.00
Amount due upon the Foundation's acceptance of the Final Report and final invoice:	\$39,500.00

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
March 17, 2016

Subject: Amendment	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign Amendment No. 1 to the agreement between Spring Valley Associates, LLC, and the Authority for professional staffing services for the Authority's Northern Resources properties, for an amount not to exceed \$1,200,000 annually.	

Fiscal Impact:

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

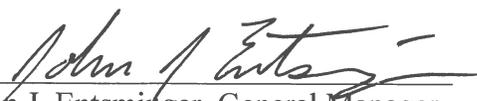
Background:

On December 10, 2014, the Board of Directors approved an agreement with Spring Valley Associates, LLC (SVA), for the operation and maintenance of the Authority's Northern Resources properties and grazing allotments located in White Pine and Lincoln Counties. The agreement had an annual not-to-exceed amount of \$975,000.

Two events have occurred since the approval. First, the U. S. Department of Labor implemented a new rule covering all H-2A workers engaged in range herding or the production of livestock. The rule included a new methodology for calculating the prevailing wage for H-2A workers, which raises the wages of those workers in Nevada each year from 2016 through 2018. In the following years, increases in the wage rate will be tied to the Employment Cost Index. Second, to ensure it is offering the appropriate healthcare coverage to its employees and avoid any future liability or penalties under the Patient Protection and Affordable Care Act (ACA), SVA has agreed to offer ACA-compliant health care coverage to its employees. The SVA agreement has been amended accordingly.

This amendment is being entered into pursuant to NRS 332.115(1)(b) and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the amendment.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:DLJ:ZLM:nsh
Attachments

AGENDA
ITEM #

4

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group							
<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		Spring Valley Associates, LLC					
(Include d.b.a., if applicable)							
Street Address:			PO Box 150083		Website:		
City, State and Zip Code:			ELY, NV 89315		POC Name and Email:		
Telephone No:			435 855 2122		Fax No: 435 855 2122		
Local Street Address:			HC 10 Box 10853		Website:		
City, State and Zip Code:			ELY NV 89315		Local Fax No:		
Local Telephone No:			775 591 0310		Local POC Name Email:		
Number of Clark County, Nevada Residents Employed: 0							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the 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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Kerri Wright	Manager	100%

This section is not required for publicly-traded corporations.

- 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
 - 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.)
- 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
 - 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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further understand that the SNWA will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Kerri Wright, manager	Kerri Wright
Signature	Print Name
Manager	2/29/2010
Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF SNWA EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO SNWA EMPLOYEE OR OFFICIAL	SNWA EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For SNWA Use Only:

If no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

No Disclosure

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the SNWA employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the SNWA employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:



Signature

ZANE L. MARSHALL

Print Name Director
Authorized Department Representative

**AMENDMENT NO. 1
TO THE AGREEMENT
BETWEEN THE
SOUTHERN NEVADA WATER AUTHORITY
AND
SPRING VALLEY ASSOCIATES, LLC**

The December 10, 2014 Agreement entered into by and between SPRING VALLEY ASSOCIATES, LLC (SVA) and the SOUTHERN NEVADA WATER AUTHORITY (AUTHORITY), a political subdivision of the State of Nevada), is amended as set forth below.

WITNESSETH:

A. Replace Paragraph 3(c)(iv) of the Agreement with the following Paragraph:

3. COMPENSATION:

(c) SVA shall be compensated for Work performed pursuant to this Agreement on a cost-plus-fixed-fee basis. The total yearly costs reimbursed under this Agreement shall not exceed the amount set forth in Paragraph 4, inclusive of the fixed management fee paid to SVA.

Costs to be reimbursed pursuant to this Agreement shall be only the following:

- i. Labor costs for SVA full-time employees;
- ii. Labor costs for SVA part-time, temporary and/or seasonal employees;
- iii. Labor costs for H-2A temporary agricultural workers;
- iv. Necessary insurance, including coverage or other costs associated with compliance with the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, *et. seq.*;
- v. Travel and associated daily subsistence expenses for H-2A temporary agricultural workers, as required by federal regulations;

vi. Meals and communications expenses for H-2A temporary agricultural workers, as required by federal regulations;

vii. Utilities for SVA employees and H-2A temporary agricultural workers housed in AUTHORITY-owned facilities;

viii. General and administrative expenses. (Collectively referred to as "Cost" or "Costs.")

B. Replace Paragraph 4 of the Agreement with the following Paragraph:

4. LIMITATION ON COSTS:

The total cost of Services provided and Costs reimbursed under this Agreement shall not exceed one million two hundred thousand dollars (\$1,200,000) per contract year.

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT No. 1 on the ____ day of _____, 2016.

SPRING VALLEY ASSOCIATES, LLC SOUTHERN NEVADA WATER AUTHORITY

By Kerri Wright, Manager By John Entsminger, General Manager
Kerri Wright, Manager John Entsminger, General Manager

Approved as to Form:

By Greg Walch, General Counsel
Greg Walch, General Counsel

vi. Meals and communications expenses for H-2A temporary agricultural workers, as required by federal regulations;

vii. Utilities for SVA employees and H-2A temporary agricultural workers housed in AUTHORITY-owned facilities;

viii. General and administrative expenses. (Collectively referred to as "Cost" or "Costs.")

B. Replace Paragraph 4 of the Agreement with the following Paragraph:

4. LIMITATION ON COSTS:

The total cost of Services provided and Costs reimbursed under this Agreement shall not exceed one million two hundred thousand dollars (\$1,200,000) per contract year.

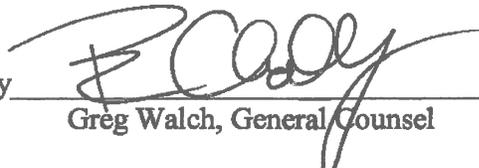
IN WITNESS WHEREOF, the Parties have executed this AMENDMENT No. 1 on the _____ day of _____, 2016.

SPRING VALLEY ASSOCIATES, LLC SOUTHERN NEVADA WATER AUTHORITY

By _____
Kerri Wright, President

By _____
John Entsminger, General Manager

Approved as to Form:

By 
Greg Walch, General Counsel

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM**

March 17, 2016

Subject: Purchase Agreement	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to execute a purchase agreement between Ameron Water Transmission Group, LLC, and the Authority in the amount of \$4,531,810 for the supply of 355 feet of large diameter steel pipe and associated fittings for the Lake Mead Intake No. 3 Low Lake Level Pumping Station Discharge Aqueducts, and authorize the General Manager to approve change orders for additional costs for an amount not to exceed \$400,000.	

Fiscal Impact:

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

Background:

On December 10, 2014, the Board of Directors adopted recommendations from the Integrated Resource Planning Advisory Committee (IRPAC). One of IRPAC's recommendations was to begin design and construction of a new Low Lake Level Pumping Station (L3PS) within the swiftest feasible timeframe. When constructed, L3PS will operate when one or both of the existing raw water pumping stations can no longer operate due to low lake levels.

The discharge piping from L3PS requires connections to two existing large diameter aqueducts that convey lake water to each of the Authority's two treatment facilities. These connections require installation of large diameter valves and 355 feet of fabricated steel pipe including associated fittings. Manufacturing of these special order large diameter valves, pipe, and fittings requires several months to complete. To procure and install these materials on a schedule that minimizes operational impacts and allows the earliest possible completion of the L3PS, it was determined the valves, pipe, and fittings must be pre-purchased by the Authority as soon as possible.

On January 21, 2016, the Board approved purchase of the required valves; however, the request for purchase of the pipe and fittings was deferred pending further development of the aqueduct design. Once the design was ready, pursuant to NRS Chapter 332, the Authority solicited bids on February 3, 2016, to furnish 285 feet of 120-inch diameter and 70 feet of 180-inch welded steel pipe, one 144-inch diameter fabricated steel pipe tee, one 180-inch diameter fabricated steel pipe wye, and other miscellaneous pipe fittings. Bids were opened on March 7, 2016. A tabulation of bids received is listed below:

Purchase Agreement

March 17, 2016

Page Two

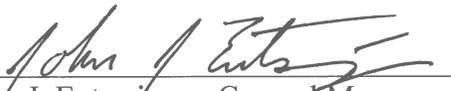
Ameron Water Transmission Group, LLC	\$4,531,810
Northwest Pipe Co.	\$5,490,430
Ferguson Enterprises, Inc.	\$6,279,226
Mid America Pipe Fabricating & Supply, LLC	\$7,500,000

In accordance with NRS 332.065, staff recommends award to Ameron Water Transmission Group, LLC, as the low bidder.

If approved, this agreement would provide for the purchase of the required pipe and fittings in the amount of \$4,531,810. Approval of the recommendation will also authorize the General Manager to approve change orders in an amount not to exceed \$400,000. Installation of the pipe and fittings will be performed under a separate contract for construction of the complete discharge aqueduct system.

This agreement is being entered into pursuant to NRS 332.065 and Section 6(e) and 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:



John J. Entsminger, General Manager
JJE:DLJ:MRJ:EPM:AT:db
Attachments

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input checked="" type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business	Other		
Corporate/Business Entity Name:		Ameron Water Transmission Group, LLC					
(Include d.b.a., if applicable)							
Street Address:		10681 Foothill Bl Suite 450		Website: ameronpipe.com			
City, State and Zip Code:		Rancho Cucamonga, CA 91730		POC Name and Email: Dennis Shearer dennis.shearer@naw.com			
Telephone No:		909-944-4100		Fax No: 909-944-4113			
Local Street Address:				Website:			
City, State and Zip Code:				Local Fax No:			
Local Telephone No:				Local POC Name Email:			
Number of Clark County, Nevada Residents Employed:							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent ownership or financial interest in the business entity appearing before the Owner's 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	Percent Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Bill McCollum	President	N/A
Richard Zuniga	VP Finance	N/A

This section is not required for publicly-traded corporations.

- Are any individual members, partners, owners or principals, involved in the business entity, a full-time employee(s) of the Owner, or appointed/elected official(s)?
 Yes No (If yes, please note that employee(s) of the Owner, or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- 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 a full-time employee(s) of the Owner, or appointed/elected official(s)?
 Yes 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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR & 180.945. I further understand that the Owner will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.



 Signature

 Regional Sales Manager

 Title

_____ Dennis Shearer
 _____ Print Name
 _____ March 7, 2016
 _____ Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF OWNER EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO OWNER EMPLOYEE OR OFFICIAL	OWNER EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

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

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

For Owner Use Only:

If no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

No Disclosure

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the Owner employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the Owner employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Abdul Toubat for Erika Moonin
Signature

Abdul Toubat for Erika Moonin
Print Name
Authorized Department Representative

1.13 AGREEMENT

THIS AGREEMENT, made and entered into, by and between Southern Nevada Water Authority, hereinafter referred to as Owner, and Ameron Water Transmission Group, LLC

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

WITNESSETH: That the Parties do mutually agree as follows:

Owner has awarded to Supplier the Contract for:

Contract Title: Low Lake Level Pumping Station Discharge Aqueducts, Large Diameter Pipe and Fittings Procurement

Contract No: 070F 04 T2

- A. For and in consideration of the payments and Agreements hereinafter mentioned to be made and performed by said Owner, Supplier agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.
- B. The Supplier hereby certifies that the Supplier has read and understands every provision contained in the Contract Documents. Supplier shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.
- C. For performing all Work and furnishing materials and labor necessary thereto, Owner will pay and Supplier shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
- D. Contract Documents which comprise the entire Agreement between the Owner and Supplier for the performance of Work consist of the following:
 - 1. Change Orders, if any
 - 2. Work Change Directives (WCD), if any
 - 3. Field Orders, if any
 - 4. Addenda, if any
 - 5. Conditions of the Contract
 - 6. Agreement
 - 7. Bid Form
 - 8. Drawings, if any.
 - 9. Technical Specifications

- 10. Bid Requirements and Contract Forms
- 11. Bonds
- 12. Invitation to Submit Bid and Legal Notice
- 13. Notice to Proceed

- E. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Supplier expressly authorizes and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.
- F. Governing Law and Venue. The Contract Documents shall be governed and interpreted in accordance with the laws of the State of Nevada. The Supplier hereby agrees and consents to the exclusive jurisdiction of the courts of the State of Nevada, and that venue of any action brought hereunder shall be in Clark County, Nevada.

IN WITNESS WHEREOF: The Supplier has caused this Agreement to be executed this _____ day of _____, 20____.

WITNESS/ATTEST:

[SUPPLIER'S NAME]

Ameron Water Transmission Group, LLC

By: Daniel Shearer

 Signatory Empowered to Bind Supplier

Dennis E. Shearer

 Type or Print Name

Regional Sales Manager

 Official Title

THIS AGREEMENT shall be in full force and effect as of the day of _____, 20____, when it was duly signed by the proper officer of the Southern Nevada Water Authority.

SOUTHERN NEVADA WATER AUTHORITY

By _____
 John J. Entsminger
 General Manager

Approved as to Form:

Laura E. Browning

 Laura Ellen Browning, Project Attorney for
 Southern Nevada Water Authority

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
March 17, 2016**

Subject: Award of Bid	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve the award of Bid No. 2304-15, Annual Requirements Contract for Liquid Chlorine, to DX Systems Company, L.P., in the estimated amount of \$539,800 for a period of one year from date of award, with the option to renew for four additional one-year periods, and authorize an increase in an amount not to exceed 5 percent for each renewal term.	

Fiscal Impact:

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

Background:

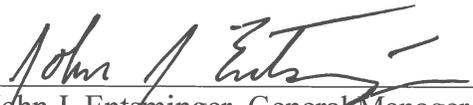
This request is for an annual requirements contract to provide liquid chlorine used in the treatment process at the SNWS Alfred Merritt Smith Water Treatment Facility.

<u>BIDS RECEIVED</u>	<u>TOTAL BID</u>
DX Systems Company, L.P.	\$539,800.00
Thatcher Company	\$574,800.00

The included authorization to increase funding up to 5 percent annually is estimated to be sufficient to cover possible price increases and anticipated increases in demand.

This action is authorized pursuant to NRS 332.065 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:DLJ:KPF:RWG:MCH:MW:ac
Attachment

AGENDA ITEM #	6
------------------	---

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB			
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		DX VENTURES, L.P.					
(Include d.b.a., if applicable)		DX SYSTEMS COMPANY					
Street Address:		4909 W. PASADENA AVE			Website:		
City, State and Zip Code:		GLENDALE, AZ. 85301			POC Name and Email: CHRIS HAUPT ^{CH} CHAUPT @DXGROUP.COM		
Telephone No:		623-930-8015			Fax No: 623-930-8015 ^{CH} 623-934-9983		
Local Street Address:					Website:		
City, State and Zip Code:					Local Fax No:		
Local Telephone No:					Local POC Name Email:		
Number of Clark County, Nevada Residents Employed: 0							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the 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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
<u>S. R. MORIAN</u>	<u>PARTNER</u>	<u>GREATER THAN 5%</u>
<u>S. C. MORIAN</u>	<u>PARTNER</u>	<u>GREATER THAN 5%</u>

This section is not required for publicly-traded corporations.

- 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 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.)
- 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 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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further understand that the SNWA will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Chris Haupt
 Signature
AREA MANAGER
 Title

CHRIS HAUPT
 Print Name
1-13-16
 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF SNWA EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO SNWA EMPLOYEE OR OFFICIAL	SNWA EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For SNWA Use Only:

If no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

No Disclosure

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the SNWA employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the SNWA employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Michelle White
Signature

Michelle White
Print Name

Authorized Department Representative

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
March 17, 2016

Subject: Award of Bid	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve the award of Bid No. 2306-15, AMSWTF Filter Beds 1 and 2 Butterfly Valves, to Ferguson Enterprises, Inc., DBA Ferguson Waterworks, in the amount of \$538,852.	

Fiscal Impact:

The requested \$538,852 is available in the Authority's Capital Budget.

Background:

This request is for purchase of 14 butterfly valves ranging in size from 30 inches to 54 inches to replace existing valves in filter beds 1 and 2 at the Alfred Merritt Smith Water Treatment Facility as part of the Authority's MCCP Project No. 3200, AMSWTF Filter Improvements Demonstration. These valves will be provided to the construction contractor for installation along with other long-lead materials purchased under separate requests.

The solicitation for Bid No. 2306-15 was accessed by 14 potential bidders; however, Ferguson Enterprises, Inc., was the sole respondent.

This action is authorized pursuant to NRS 332.065 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:DLJ:KPF:MRJ:MCH:TAB:ac
Attachment

AGENDA
ITEM #

7

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input checked="" type="checkbox"/> Publicly Traded Corporation <small>*See Below</small>	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB			
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		Ferguson Enterprises, Inc.					
(Include d.b.a., if applicable)		Ferguson Waterworks					
Street Address:		12500 Jefferson Avenue		Website: www.ferguson.com			
City, State and Zip Code:		Newport News, VA 23602		POC Name and Email:			
Telephone No:		(757) 874-7795		Fax No: N/A			
Local Street Address:		740 Cape Horn Drive		Website: www.ferguson.com			
City, State and Zip Code:		Henderson, NV 89011		Local Fax No: 702-564-5237			
Local Telephone No:		702-564-2087		Local POC Name Email:			
Number of Clark County, Nevada Residents Employed: 20							

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

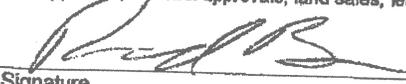
*Ferguson Enterprises, Inc. is a wholly owned subsidiary of Wolsley, plc. Wolsley, plc is publicly traded on the London Stock Exchange under the symbol WOS.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Frank W. Roach	Chief Executive Officer	
Kevin Murphy	Chief Operating Officer	
Dave Keltner		

This section is not required for publicly-traded corporations.

- 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 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.)
- 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 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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further understand that the SNWA will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Signature _____
 General Manager
 Title _____

Rod Briggs
 Print Name _____
 2/9/16
 Date _____

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF SNWA EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO SNWA EMPLOYEE OR OFFICIAL	SNWA EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For SNWA Use Only:

If no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

No Disclosure

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the SNWA employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the SNWA employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:


Signature


Print Name
Authorized Department Representative

THOMAS BORLAND
SR. PURCHASING ANALYST

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM**

March 17, 2016

Subject: Colorado River Exhibit	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors approve and authorize the General Manager to accept funds in an amount not to exceed \$160,000 to develop a preliminary interpretive plan for a Colorado River traveling exhibit; authorize the Authority to contribute up to \$15,000 as a co-project participant; and authorize the General Manager to enter into and execute agreements to accept these contributions and other agreements that may be necessary to effectuate the development of the Plan.	

Fiscal Impact:

The requested \$15,000 is available in the Authority's Operating Budget.

Background:

The Bureau of Reclamation; The Nature Conservancy; the Audubon Society; Metropolitan Water District of Southern California; Colorado River Board of California; Arizona Department of Water Resources; Central Arizona Water Conservation District; the Springs Preserve Foundation; and the states of New Mexico, Wyoming, Utah and Colorado (Project Partners) have agreed to jointly fund and/or provide in-kind services for the development of a preliminary interpretive plan to explore the feasibility of developing a Colorado River traveling exhibit. The Plan will summarize research findings on the availability, interest, and limitations of potential host venues in the seven Colorado River Basin states; present market research on themes, content and public interest; identify artifacts available for use, loan or replication; estimate development and program costs; and identify content themes and messages for further exploration. This Plan will support fundraising efforts for later phases, if pursued. Other entities not listed here may be identified following the approval of this agenda item to participate in funding of the Plan.

This initiative is designed to expand public knowledge on the complex, interrelated challenges associated with the Colorado River. The exhibit will help to engage the public to develop understanding about the history, challenges and opportunities that users could face in the coming years. The Field Museum of Natural History (Field Museum), a globally recognized not-for-profit institution, will be responsible for Plan development, utilizing its vast experience in developing and implementing exhibitions for this effort. The Field Museum will serve as a facilitator and work with the Project Partners as part of an advisory committee process to identify exhibit themes and key messages. The Authority will serve as project manager.

At this time, the Board is being asked to approve and authorize the General Manager to contribute funds to develop the preliminary interpretive plan, and authorize the General Manager to enter into and execute agreements to accept contributions and other agreements that may be necessary to effectuate the development of the Plan.

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

Respectfully submitted:

A handwritten signature in black ink, appearing to read "John J. Entsminger", written over a horizontal line.

John J. Entsminger, General Manager
JJE:JAW:AMB:SH:af

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM**

March 17, 2016

Subject: Regional Conservation Efforts	Director's Backup
Petitioner: John J. Entsminger, General Manager	
Recommendations: That the Board of Directors receive an update on conservation activities and approve new conservation initiatives, including a revised watering schedule and uniform fountain policy.	

Fiscal Impact:

If approved, water sale revenues could decrease by an estimated \$1.3 million due to increased water conservation.

Background:

Drought conditions continue to affect the Colorado River, the source of 90 percent of Southern Nevada's drinking water. Since its onset, the Authority and its member agencies have worked together to implement valley-wide conservation initiatives, including regulations and policies that avoid wasteful watering practices. Implemented in 2003, the mandatory watering schedule helps to ensure the community is maximizing the use of water resources while maintaining a healthy landscape.

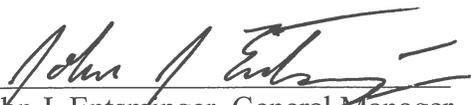
In September 2015, a team consisting of Authority staff and technical representatives from its member agencies assembled to consider additional water savings measures. The team evaluated moving from a 7-day watering schedule in the summer to six days and any impacts on landscapes. If implemented, the estimated impact of a 6-day summer watering schedule could reduce water demands by approximately 50 million gallons per Sunday in the summer and save as much as 900 million gallons over the course of a season.

The technical team also evaluated the water feature codes across Southern Nevada's local governments and found opportunities for greater uniformity. To achieve consistency, the team recommended key tenets for a uniform ornamental water feature policy, which includes a uniform process to mitigate water use, allowances for features when used as part of a cooling mechanism and size limits. If approved, the Authority's member agencies would need to consider the revisions and update their respective ordinances and/or service rules.

This agenda item asks the Board of Directors to receive an update on conservation activities, including progress of the previously-approved promotional Water Smart Landscapes rebate increase, and approve new conservation initiatives.

This action is authorized pursuant to NRS 540.131 and Sections 5(m) and 11 of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:



John J. Entsminger, General Manager
JJE:DLJ:JAW:AMB:KH
Attachments

AGENDA ITEM #

9

Mandatory watering restrictions

- Assigned watering days are **mandatory**. Running your irrigation system outside of your assigned days is water waste and may result in a water-waste fee or citation. Report water waste at snwa.com.
- From **May 1** until **Sept. 1**, sprinkler watering is prohibited from **11 a.m. to 7 p.m.**
- Watering with a handheld hose and supervised testing of your irrigation system are allowed anytime. New landscapes may be watered as needed for 30 days.

HOW TO COMPLY IN 3 EASY STEPS



Adjust your watering clock seasonally: **Sept. 1**, **Nov. 1**, **March 1** and **May 1**. Here's how:

1. Find your "watering days" function and adjust it to ensure it is only watering on your assigned day(s) each season.
2. Find your "start times" function and adjust it so you run 3 sprinkler watering cycles. Schedule cycles to be complete by sunrise in warm weather and during morning hours in cold weather.
3. For sprinklers, set your "run time" function to 4 minutes each cycle. Drip-irrigation needs vary; please see below. For more help setting your clock, visit snwa.com.



Sprinkler tips for grass

- On assigned day(s), schedule sprinklers to water 3 cycles a day, 4 minutes each watering. Run each cycle 1 hour apart. For help with rotating sprinklers, visit snwa.com.
- You may not need to water as often as mandatory restrictions allow. Increase watering only if you see widespread dry spots. Use a handheld hose for smaller dry areas.
- Bermuda and other warm-season grasses require about one-third less water than Tall Fescue grass.
- Don't water on windy or rainy days.
- Regularly check your irrigation system for broken or misaligned sprinkler heads and drip emitters.



Drip tips for plants

For plant health, drip systems should run **LONGER** than sprinklers because they deliver water **MORE SLOWLY**. Plants need water **LESS OFTEN** than grass.

Visit snwa.com for tips on checking your emitters and determining the length of your watering cycle.

A **single drip cycle of 30-90 minutes** is recommended for plants, depending on emitter flow, plant types and soil. Drip irrigation should run **less often** than sprinklers. The SNWA recommends:

- **1** day a week in winter (Nov.-Feb.)
- **2** days a week in spring and fall (March-April, Sept.-Oct.)
- **3** days a week in summer (May-Aug.) Daily watering is not necessary.

Need help? Call **702-258-SAVE** or visit snwa.com.

Log on or call for water-smart rebates and more:
snwa.com 702-258-SAVE

SOUTHERN NEVADA WATER AUTHORITY member agencies

Big Bend Water District • Boulder City • Clark County Water Reclamation District • City of Henderson
 City of Las Vegas • City of North Las Vegas • Las Vegas Valley Water District



MANDATORY WATERING RESTRICTIONS

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

My assigned group: _____

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

Run sprinklers 3 times, 4 minutes per cycle on your assigned day(s). For drip systems, see inside.

PROPOSED FOUNTAIN CODE

Fountains and water features are prohibited. The following uses shall be considered exempt:

1. Swimming pools;
2. Fountains or water features that are necessary and/or functional components serving other allowable uses, including, but not limited to:
 - a. Irrigation reservoirs, such as for a golf course, park or cemetery;
 - b. An engineered component of a heat exchanger for a cooling system;
 - c. An interpretive feature of an educational exhibit.
3. Fountains or water features within recreational water parks, provided the fountain or water feature is not merely decorative;
4. Fountains or water features within a climate-controlled structure;
5. Fountains or water features wherein the majority of the water volume is contained indoors or stored in a covered vessel to reduce evaporation;
6. Fountains or water features necessary to sustain aquatic animals, provided that the animal population has been actively and continuously managed within the water feature prior to 2003;
7. Fountains or water features that comprise two percent (2%) for the first 10 acres or less, and an additional two-tenths percent (0.2%) for the additional total development area that exceeds 10 acres for resort hotels. Features integral to an approved design of a resort hotel or a coalition of resort hotels, as defined by NRS 463.01865, shall be allowed an additional two and one-half (2.5) square feet for each room used for sleeping accommodations;
8. Fountains or water features supplied by water obtained by means of a permit issued by the Nevada State Engineer;
9. A single fountain of not more than 25 square feet surface area upon a single family parcel or within a common area of a multi-family development, provided that the fountain or water feature is not located at an entryway or streetscape;
10. Fountains and water features that have been permitted to operate by the jurisdiction upon approval and completion of a water use abatement plan, provided that such features comply with the size restrictions set forth in 7(a).

Water Use Abatement Plans

[JURISDICTION] may authorize exemptions for existing and proposed fountains and water features. To be eligible, the applicant must:

1. Submit an application [INSERT GROUP and DETAIL] :
2. Propose a modification to the property that will reduce consumptive demand by one of the following methods:
 - a. Converting irrigated turfgrass upon the property to water efficient landscaping at a ratio of 20 feet converted for each square foot of water surface in the fountain or water feature;
 - b. Supporting the regional water conservation program by paying \$40 for each square foot of water surface in the fountain or water feature to the Southern Nevada Water Authority conservation program.
 - c. Reducing or eliminating an existing, compliant body of water upon the property such that there is a net decrease in water surface area on the property.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
March 17, 2016

Subject: Agreement	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form, a water service agreement between Playa Solar 1, LLC, and Playa Solar 2, LLC, collectively, and the Authority for construction water services, and authorize the General Manager to enter into ministerial agreements necessary to effectuate the transaction.	

Fiscal Impact:

None by approval of the above recommendation.

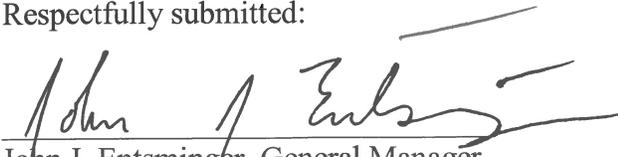
Background:

The 29th Special Session of the Nevada Legislature began on December 16, 2015, and adjourned on December 19, 2015 (29th Special Session). Senate Bill No. 3 of the 29th Special Session designated the Authority and the Las Vegas Valley Water District as the exclusive water service providers for the Garnet Valley Groundwater Basin in Clark County (Garnet Basin).

If approved, this Water Service Agreement sets forth the terms and conditions for the Authority to deliver water to Playa Solar 1, LLC, and Playa Solar 2, LLC, (collectively "Playa") for the purpose of constructing and operating photovoltaic solar generation facilities within the Garnet Basin. The infrastructure to be built by Playa will become part of the Apex phase I water system and will offset system construction costs by approximately \$1,000,000.

This action is authorized pursuant to Section 23 of the Las Vegas Valley Water District 1947 Statutes of Nevada Chapter, 167, as amended by Senate Bill 3, Section 2, 29th Special Session (2015), and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:



John J. Entsminger, General Manager

JJE:DLJ:GJW:TDF:ke

Attachments

AGENDA ITEM #

10

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		Playa Solar 1, LLC					
(Include d.b.a., if applicable)							
Street Address:		135 Main Street, 6 th Floor			Website:		
City, State and Zip Code:		San Francisco, CA 94105			POC Name and Email:		
Telephone No:		415-935-2800			Fax No: 415-935-2501		
Local Street Address:					Website:		
City, State and Zip Code:					Local Fax No:		
Local Telephone No:					Local POC Name Email:		
Number of Clark County, Nevada Residents Employed:							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the 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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>

This section is not required for publicly-traded corporations.

- 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 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.)
- 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 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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further understand that the SNWA will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Michael Argentine
Signature
Director, Project Development
Title

Michael Argentine
Print Name
March 10, 2016
Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF SNWA EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO SNWA EMPLOYEE OR OFFICIAL	SNWA EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For SNWA Use Only:

If no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

No Disclosure

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the SNWA employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the SNWA employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

David L. Johnson

Signature

David L. Johnson

Print Name

Authorized Department Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		Playa Solar 2, LLC					
(Include d.b.a., if applicable)							
Street Address:		135 Main Street, 8 th Floor			Website:		
City, State and Zip Code:		San Francisco, CA 94105			POC Name and Email:		
Telephone No:		415-935-2500			Fax No: 415-835-2501		
Local Street Address:					Website:		
City, State and Zip Code:					Local Fax No:		
Local Telephone No:					Local POC Name Email:		
Number of Clark County, Nevada Residents Employed:							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the 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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>

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 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 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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further understand that the SNWA will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Michael Argentine
 Signature
Director, Project Development
 Title

Michael Argentine
 Print Name
March 10, 2016
 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF SNWA EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO SNWA EMPLOYEE OR OFFICIAL	SNWA EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse -- Registered Domestic Partners -- Children -- Parents -- In-laws (first degree)
- Brothers/Sisters -- Half-Brothers/Half-Sisters -- Grandchildren -- Grandparents -- In-laws (second degree)

For SNWA Use Only:

If no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

No Disclosure

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the SNWA employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the SNWA employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:



Signature

David L. Johnson

Print Name

Authorized Department Representative

WATER SERVICE AGREEMENT

This Water Service Agreement (“**Agreement**”) is made and entered into this ___ day of _____, 2016 (“**Execution Date**”), by and between the Southern Nevada Water Authority, a political subdivision of the State of Nevada (“**SNWA**”), and Playa Solar 1, LLC, and Playa Solar 2, LLC (collectively, “**Playa Solar**”). For convenience, SNWA and Playa Solar are referred to herein individually as “**Party**” and collectively as the “**Parties**.”

WITNESSETH

- A. **WHEREAS**, Senate Bill No. 1 of the 29th Special Session of the Nevada Legislature (“**SB 1**”) authorized the Governor’s Office of Economic Development (“**GOED**”) to finance infrastructure projects undertaken by local governments that support qualified projects;
- B. **WHEREAS**, SB 1 establishes that when a local government receives notice that a qualified project will be located within its jurisdiction, the local government may obtain economic development financing, through an economic development financing agreement, to carry out infrastructure projects related to the qualifying project;
- C. **WHEREAS**, GOED may finance the local government’s infrastructure projects undertaken pursuant to SB 1 through the proceeds of bonds, securities or other indebtedness issued by the State of Nevada;
- D. **WHEREAS**, to repay the financing, GOED will administer special districts or tax increment areas created for the purpose of carrying out the infrastructure projects, as the revenues from any special districts will be pledged for the repayment of any bonds, securities or other indebtedness;
- E. **WHEREAS**, Senate Bill No. 3 of the 29th Special Session of the Nevada Legislature (“**SB 3**”) designated SNWA and the Las Vegas Valley Water District (“**LVVWD**”) as

the exclusive water service providers for the Garnet Valley Ground Water Basin in Clark County (“**Garnet Basin**”);

- F. **WHEREAS**, pursuant to SB 1 and NRS 360.940 GOED established a Tax Increment Area (the “**TIA**”) in the Garnet Basin and more specifically defined as the phase I influence area (“**Phase I**”) (described in **Exhibit 2** attached hereto), which was established to facilitate certain development and provide financing for certain infrastructure projects;
- G. **WHEREAS**, Playa Solar seeks to develop and construct a photovoltaic solar generation facility (possibly in one or more phases, or as one or more projects) within the Bureau of Land Management's (“**BLM**”) Dry Lake Solar Energy Zone (“**SEZ**”) outside of the TIA and Phase I but within Garnet Basin (the “**Projects**”);
- H. **WHEREAS**, Playa Solar anticipates that development of the Projects will require approximately 1,100 acre feet (“**af**”) of water during the Projects’ construction (the “**Construction Phase**”), and approximately 15 af per year for the Projects’ commercial operations (the “**Operational Phase**”);
- I. **WHEREAS**, Playa Solar has requested SNWA make water available to serve the Projects’ Construction Phase, as required pursuant to SB 3;
- J. **WHEREAS**, provision of water, if any, for the Operational Phase would be subject to applicable service rules and construction and potential dedication of additional infrastructure;
- K. **WHEREAS**, SNWA Permit Nos. 85852T-85855T grant SNWA the right to temporarily divert 3,000 af of water per year originally permitted for diversion in Coyote Spring Valley (Hydrographic Area No. 210) from wells in Garnet Basin for use

in certain portions of Clark County, Nevada to accommodate anticipated construction water needs (“SNWA Permits”) and the Projects are located within the relevant portion of Clark County indicated in Permit Nos. 85852T-85855T;

- L. **WHEREAS**, Playa Solar desires to install a well and other facilities (as described below) within the TIA and Phase I boundaries that will allow Playa Solar to divert in the aggregate up to 1,100 af for the Construction Phase of the Projects during the calendar years 2016 and 2017 (the “Water Service”);
- M. **WHEREAS**, in exchange for Playa Solar’s constructing the Well Facilities to specifications approved by SNWA so that said Well Facilities can ultimately be made part of the permanent Phase I water system, SNWA will undertake the actions set forth herein and reimburse Playa Solar for certain costs incurred by Playa Solar in the construction of the Well Facilities, as provided for herein and limited hereby; and
- N. **WHEREAS**, SNWA and Playa Solar desire to enter into this Agreement to outline the rights and obligations of each Party in providing Water Service to Playa Solar.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Construction of Facilities.

- a. Playa Solar will, at its sole cost and expense (but subject to the reimbursement provisions set forth in Section 2.c. below); (i) to SNWA specifications, construct a production water well, water pump and other related water well and water pump equipment and fixtures (including provision for power) necessary for supplying Water Service to the Projects (the “Well Facilities”) at the agreed upon location;

and (ii) install a temporary water pipeline from the Well Facilities to the Playa Solar site and appurtenant facilities necessary for supplying Water Service to the Projects (the “**Pipeline Facilities**”, and collectively with the Well Facilities, the “**Facilities**”), in each case, subject to the following conditions being satisfied to Playa Solar’s satisfaction on or before May 31, 2016 :

- i. Apex Holding Company and/or its affiliates (collectively, “**Apex**”) granting to Playa Solar good and marketable real property rights satisfactory to SNWA and reasonably sufficient for Playa Solar and its contractors and assigns to access the well site and install, operate and maintain the Facilities, and including any temporary water pipeline from the well site location to the Projects (as depicted in **Exhibit 2** attached hereto);
 - ii. Playa Solar drilling a test well at the agreed upon well site which establishes that the Facilities will be sufficiently productive to meet the Projects’ needs at a cost that is acceptable to Playa Solar; and
 - iii. SNWA approving Playa Solar’s design for the Well Facilities consistent with SNWA’s specifications.
 - iv. Playa Solar obtaining all permits required for the construction and installation of the Facilities.
 - v. SNWA obtaining approval from the State Engineer of the temporary change applications for the SNWA Permits to allow for diversion of at least 1,100 acre-feet of water for the Projects from the Well Facilities.
- b. The proposed design for the Well Facilities shall be submitted to SNWA at least 30 days prior to commencing construction, and SNWA shall have 10 days to review

and approve or disapprove the design. Any failure of SNWA to approve or disapprove a submittal within thirty (10) days shall be deemed a disapproval.

- c. Once Playa Solar has selected a contractor or contractors, it will notify SNWA of the selection. Playa Solar will also maintain records of its cost to construct the Well Facilities, together with as-built construction drawings of the Well Facilities, and will provide to SNWA a written summary of the costs incurred by Playa Solar that are paid directly to its contractor(s) for the construction of the Well Facilities (“Construction Cost Summary”) together with as-built construction drawings.

2. Cost of Construction of Facilities.

- a. Playa Solar will pay all costs associated with construction of the Facilities;
- b. SNWA will contribute to the costs of construction of the Facilities by waiving any fees or costs otherwise required for the Water Service; provided, however, that if Playa Solar diverts greater than 1100 acre-feet of water during the Term, Playa Solar shall pay SNWA for any water diverted in excess of 1100 acre-feet at the rate set forth below.
- c. To the extent funds are: 1) made available to SNWA by GOED for Phase I infrastructure improvements, and 2) construction of the Well Facilities is considered eligible for GOED financing, SNWA will reimburse Playa Solar for costs set forth in the Construction Cost Summary in excess of One Million Dollars (\$1,000,000) (the “GOED Payment”) as soon as reasonably practical after such funds are received by SNWA. The GOED Payment reimbursement obligation shall survive the termination of this Agreement.

3. Dedication of Facilities. At the conclusion of the Term, Playa Solar will dedicate the Well Facilities and associated real property rights to SNWA at no cost or expense to SNWA; and SNWA will accept the dedication of such Well Facilities and property rights, provided the Well Facilities are constructed in accordance with the design approved by SNWA pursuant to Section 1(b). Until such time as SNWA accepts the dedication of the Well Facilities, Playa Solar, at its sole cost and expense, will operate and maintain the Well Facilities in good working order and shall have the right to use the Facilities to obtain Water Service for the Projects.

4. SNWA's Provision of Water. SNWA will provide Water Service to the Projects as follows:

a. **Provision of Water.** SNWA shall file with the State Engineer any necessary temporary or permanent change applications of the SNWA Permits to allow for diversion of at least 1,100 acre-feet from the Well Facilities to be drilled by Playa Solar on a first priority basis. SNWA shall provide Water Service to Playa Solar to the extent water is available under any such approved temporary change application(s) and diversions are not limited or completely unavailable as provided for in this Agreement. To the extent water provision is limited or unavailable under the SNWA Permits, SNWA will exercise commercially reasonable efforts to provide the water under other permits it may hold.

b. **Provide Equipment.** SNWA shall provide Playa Solar with necessary water meters and back flow prevention assemblies to be installed by Playa Solar at the Facilities.

c. **Construction water for the well drilling process will be provided by SNWA from the Kapex well; provided Playa Solar will be responsible for trucking the water**

from the Kapex well site to the Well Facilities site, and Playa Solar understands that it will only be able to obtain as much water as the Kapex well is capable of producing that this well has certain production limitations.

- d. If Playa Solar installs a production well on the Playa Solar site, SNWA shall, upon substantial completion of the Projects, submit change applications with the State Engineer for the provision of up to 15 af per year of water from this production well for the Operational Phase of the Projects (the “**Operational Water Service**”), and subject to the change applications being approved by the State Engineer and the then applicable service rules, SNWA will provide the Operational Water Service to Playa Solar during the Operational Phase of the Projects. The foregoing provision will survive the termination of this Agreement.

5. Authority of the Nevada State Engineer. Provisions for Water Service require approval from the Nevada State Engineer. SNWA, at its sole cost and expense, agrees to file temporary change applications with the Nevada State Engineer within five (5) business days after Playa Solar notifies SNWA that Playa Solar is satisfied with the results of the test well in order to achieve the Parties goal of SNWA being able to provide Playa Solar with Water Service by May 9, 2016. The Parties acknowledge that the Nevada State Engineer has, pursuant to both statutory and case law, broad authority to administer groundwater resources in the State of Nevada, and furthermore, that nothing contained in this Agreement obligates SNWA to provide Water Service to Playa Solar if SNWA’s ability to provide such service is prohibited or diminished by a final, unstayed, interim or unappealable ruling or decision from the Nevada State Engineer, from a court of competent jurisdiction, or any federal, state, or local governmental agency of competent jurisdiction that makes illegal or

permanently restrains, enjoins or otherwise limits SNWA's ability to provide Water Service to Playa Solar (any of the foregoing occurrences, "Force Majeure Event"). SNWA shall have no obligation hereunder to challenge any such ruling, decision, or order, but SNWA will notify Playa Solar in writing if it does not intend to challenge any such ruling, decision or order and will reasonably support, cooperate with (without any obligation to incur any costs) and not object to Playa Solar appearing as a party in interest to challenge any such ruling, decision or order if Playa Solar desires to do so. In the event Water Service is materially delayed, materially interrupted or terminated due to (i) the occurrence of a Force Majeure Event which SNWA elects not to challenge (and which Playa Solar does not thereafter elect to challenge) or (ii) a final and non-appealable Force Majeure Event, Playa Solar shall have the right to terminate this Agreement and in such event neither Party shall have any further obligations hereunder. Playa Solar hereby releases and waives any claims or causes of action in law or equity against SNWA in the event Water Service is delayed, interrupted or terminated due to the occurrence of any event described herein.

6. **Term.** This Agreement shall commence on the Execution Date and end on December 31, 2017 ("Term"), subject to other terms and limitations set forth herein. If Playa Solar has not commenced construction of the Projects by June 1, 2017, this Agreement shall terminate and the Parties shall have no further obligation to one another. Further, in the event Playa Solar fails to cure any Water Fee (defined below) payment default hereunder within thirty (30) days after receipt of a written default notice from SNWA, SNWA may suspend the provision of Water Service until such amount is paid.

7. Rate, Metering, and Water Service.

- a. **Rate.** SNWA shall charge Playa Solar, and Playa Solar shall pay SNWA, a commodity rate of \$2.33 per 1,000 gallons of water diverted from the well by Playa Solar in excess of 1,100 acre-feet during the Term (“Water Fee”).
- b. **Metering.** Playa Solar shall meter and record all water diverted from the Well Facilities at least monthly and report such data to SNWA every 30 days. Playa Solar acknowledges and agrees that SNWA is responsible for providing this information to the Nevada State Engineer as a condition of the SNWA Permits.
- c. **Billing.** Once Playa Solar water diversions under this Agreement has exceeded 1,100 acre-feet, SNWA shall invoice Playa Solar on a monthly basis for water diverted by Playa Solar at the rate set forth above, and Playa Solar shall remit payment for such invoice within thirty (30) days of receipt.

8. Limitation of Liability.

- a. **No Consequential or Indirect Damages.** In no event shall either party be liable under this agreement to the other Party (provided the foregoing shall not limit Playa Solar’s liability with respect to amounts payable to third parties that are within the scope of its indemnity obligations set forth below) or any third party for consequential, indirect, incidental, special, exemplary, punitive or lost profits or revenues or diminution in value, arising out of, or relating to, and/or in connection with any breach of this agreement, regardless of (A) whether such damages were foreseeable, (B) whether or not SNWA was advised of the possibility of such damages, and (C) the legal or equitable theory upon which the claim is based.

b. Indemnification and Hold Harmless. Subject to the terms and provisions of this Agreement, Playa Solar shall indemnify, defend and hold harmless, SNWA from, for and against any and all third party claims, losses and damages, to the extent arising out of or resulting from: (A) Applications with the State Engineer to change the point of diversion, manner of use and place of use of the SNWA Permits to provide service to Playa Solar under this Agreement; (B) provision of Water Service to Playa Solar under this Agreement, (C) inability to provide Water Service to Playa Solar, regardless if it is technical, legal, seasonal or for any other reason; (D) Playa Solar's construction of the Water Facilities; and/or (E) Playa Solar's operation of the Facilities; and (F) execution of this Agreement. Playa Solar's indemnification obligation shall not apply to losses, damages, claims, expenses and other liabilities to the extent arising out of, relating to, or resulting from the reckless or willful misconduct of SNWA or any of SNWA's officers, directors, employees, contractors or agents, or any party other than Playa Solar or its employees, contractors or agents.

- i. **Notice of Claim.** Upon obtaining knowledge of a claim for which it is entitled to indemnity under this Agreement, SNWA shall, within thirty (30) days of obtaining such knowledge, deliver a Notice of Claim to Playa Solar.
- ii. **Procedure.** Playa Solar shall (i) select counsel reasonably acceptable to SNWA to conduct the defense of such claims or legal proceedings, and (ii) take all steps necessary in the defense or settlement thereof, at its sole cost and expense.

- iii. **Settlement of Losses.** Playa Solar shall not consent to a settlement of or the entry of any judgment arising from, any such claim or legal proceeding, without the prior written consent of SNWA (which consent shall not be unreasonably withheld or delayed), provided, however, if SNWA unreasonably refuses to provide its written consent, it shall be liable for 100% of the amount of the judgment in excess of the proposed settlement amount, so long as the proposed settlement did not include (i) material obligations other than payment obligations that purported to bind SNWA or (ii) other obligations that are non-customary in settlement agreements.
- iv. **Decline to Assume the Defense.** If Playa Solar does not assume the defense of any such claim or litigation resulting therefrom within thirty (30) days after the date Playa Solar is notified of such claim by SNWA:
 - (i) SNWA may defend against such claim or litigation, at the sole cost and expense (which cost and expense shall be reasonable) of Playa Solar, in such manner as SNWA may deem reasonably appropriate, including settling such claim or litigation, subject to the prior written consent of Playa Solar (which consent shall not be unreasonably withheld or delayed), and
 - (ii) Playa Solar shall be entitled to participate in (but not control) the defense of such action, with its counsel and at Playa Solar's sole cost and expense.
- v. **Access to Information.** If any claim is made by a third party for which Playa Solar is providing indemnity hereunder, SNWA shall use reasonable efforts to make available to Playa Solar those partners, directors, officers

and employees whose assistance, testimony or presence is necessary to assist Playa Solar in evaluating and in defending such claims.

- vi. **Reduction for Insurance and Other Recovery.** The gross amount which Playa Solar is liable for with respect to its indemnification obligation shall be reduced by any insurance proceeds, payments received in respect of a judgment or settlement or other amounts actually recovered by or on behalf of SNWA related to the matter. If SNWA shall have received an indemnity payment from Playa Solar and shall subsequently receive directly or indirectly insurance proceeds, payments in respect of a judgment or settlement or other amounts in respect of such matter, then SNWA shall pay to Playa Solar all such amounts received or, if less, the amount of the indemnity payment.

9. No Interest or Estate. Playa Solar agrees that it does not have any interest or estate in the SNWA Permits, and shall not claim at any time any interest or estate of any kind whatsoever in the SNWA Permits by virtue of this Agreement. Playa solar agrees that the water made available to Playa Solar by SNWA is owned by SNWA and that any wastewater or treated effluent generated by use of the SNWA Permits is also owned by SNWA and may not be used by Playa Solar and Playa solar may not transfer assign or allow use by any other party. Further, Playa Solar agrees that the use of SNWA Permits under this Agreement is exclusive to Playa Solar and may not be used by any other party or for any other purpose.

10. No Warranty and Acknowledgement. Playa Solar acknowledges that the water made available by SNWA hereunder is non-potable and is for construction purposes only. SNWA

makes no representation or warranty regarding the quantity or quality of any water intended to be made available under this Agreement.

11. Notices. If notice is required to be sent to the Parties, the addresses are as follows:

If to Playa Solar:

Playa Solar1, LLC and
Playa Solar 2, LLC
c/o First Solar Inc.
135 Main Street, 6th floor
San Francisco, CA 94105
Attention: Director Site Development
[Generalcounsel@FirstSolar.com]
Facsimile.: (415) 935-2501

With copy to:

First Solar Inc.
135 Main Street, 6th floor
San Francisco, CA 94105
Attention: General Counsel
Generalcounsel@FirstSolar.com
Facsimile: (415) 935-2501

If to SNWA:

General Manager
Southern Nevada Water Authority
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153

With a copy to:

General Counsel
Southern Nevada Water Authority
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153

Any and all notices and demands by any Party required or desired to be given to the other Party hereunder shall be in writing and shall be validly given or made only if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or if made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries. Service by United States Mail or by Federal Express or other

similar delivery service shall be deemed complete three (3) business days following deposit with the United States mail or other delivery service, or upon actual receipt, whichever is sooner.

12. Assignment and Delegation. Playa Solar may not delegate, transfer or assign its rights or responsibilities pursuant to this Agreement without the prior written consent of SNWA. If a Party delegates, transfers or assigns its rights or responsibilities without the prior written consent of the other Party, the delegation, transfer or assignment shall be void and not merely voidable.

13. Governing Law and Venue. This Agreement shall be governed in accordance with the laws of the State of Nevada, without reference to its choice of law provisions. Any legal action related to this Agreement will only be filed in the Clark County District Court, or if applicable, the United States District Court for the District of Nevada, Southern Division.

14. Amendment. This Agreement may be changed, modified, or amended only by mutual written agreement of the Parties.

15. No Third Party Beneficiaries. This Agreement is not intended by the Parties to create any right in or benefit to parties other than Playa Solar and SNWA. This Agreement does not create any third party beneficiary rights or causes of action.

16. 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.

17. Counterparts. This Agreement will become effective as between the Parties upon all Parties signing this Agreement. This Agreement may be executed in any number of counterparts and when so executed, each such counterpart shall be deemed to be an original

hereof as against any Party who has signed it, and all counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

PLAYA SOLAR 1, LLC

By: _____

PLAYA SOLAR 2, LLC

By: _____

SOUTHERN NEVADA WATER AUTHORITY

By: _____
John J. Entsminger, General Manager

Approved as to form:



Gregory J. Walch General Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
March 17, 2016

Subject: Update on Water Resources	Director's Backup
Petitioner: Gregory J. Walch, General Counsel	
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 Plan, activities on the Colorado River, the development of in-state water resources, and the status of construction activities near Lake Mead.	

Fiscal Impact:

None by approval of the above recommendation.

Background:

The Colorado River Basin has been experiencing severe drought conditions 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 since their initial filling.

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 to ensure Southern Nevada has access to best quality water in Lake Mead. The project design and environmental approvals were completed by 2007. Construction began on the project in March 2008. On December 10, 2014, the Board approved a low lake level pumping station for design and construction. When constructed, the pumping station will work alongside Intake No. 3 to protect access to the majority of Southern Nevada's drinking water supply despite severe drought conditions.

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 construction activities near Lake Mead.

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

Respectfully submitted:


John J. Entsminger, General Manager
JJE:GJW:td

AGENDA ITEM #	11
------------------	----